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Book: 684 Page: 114

Donnie Johnson, Jr.
Ripley County Recorder

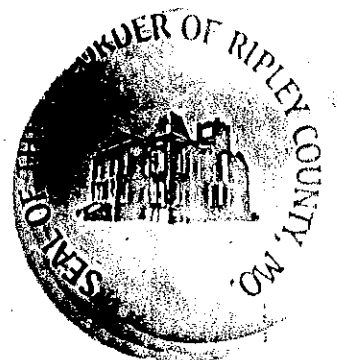
By: *Kayla A. Gunter*



(Space above reserved for Recorder of Deeds certification)

- Extinguishment of Contract by Rescission by Reason of the Giving of Consent by Mistake, Disavowal of Apparent Consent, and Divestment of Right of Entitlement to Receive Social Security Retirement or Survivor Benefits**
1. TITLE OF DOCUMENT: **Extinguishment of Contract by Rescission by Reason of the Giving of Consent by Mistake, Disavowal of Apparent Consent, and Divestment of Right of Entitlement to Receive Social Security Retirement or Survivor Benefits**
 2. DATE OF DOCUMENT: **10/30/2024 mailed certified 11/2/2024**
 3. GRANTOR(s) **Sara Rice McFall©**
 4. GRANTEE(s) **Public**
STATUTORY MAILING ADDRESS (s) **Sara Rice McFall
c/o Notary Lisa Kay Ball
710 East Pine Street
Doniphan, Union-Missouri**
 5. LEGAL DESCRIPTION: **ATTACHED**
 6. REFERENCE BOOK AND PAGE(S)

STATE OF MISSOURI
COUNTY OF RIPLEY
I, Donnie Johnson, Recorder of said County, do hereby certify
That the within instrument was on the 10th day of
November A.D. 2024, duly filed for record
in my office and is recorded in the records of this office in
Book 684, at Page 114.
WITNESS my hand and official seal of Doniphan, Missouri
This 6th day of NOV 2024
By Donnie Johnson Recorder
By Kayla A. Gunter Deputy



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Ruth Austin, Circuit Clerk
Ripley County Circuit Court
100 Court House Sq., Ste 3
Doniphan, MO 63935



IN THE 36th JUDICIAL CIRCUIT COURT OF RIPLEY COUNTY, STATE OF MISSOURI

STATE OF MISSOURI,)	
Plaintiff,)	
	)	Cause Nos.: 24RI-CR00308-1 &
v.	)	21RI-CR00579-01
)	
SARA RICE MCFALL,	)	Division II (Criminal Division)
Defendant.)	

**MOTION TO DISMISS CASE NOS. 24RI-CR00308-1 & 21RI-CR00579-01
EXTINGUISHMENT OF CONTRACT BY RESCISSION BY REASON OF THE
GIVING OF CONSENT BY MISTAKE, DISAVOWAL OF APPARENT CONSENT, AND
DIVESTMENT OF RIGHT OF ENTITLEMENT TO RECEIVE SOCIAL SECURITY
RETIREMENT OR SURVIVOR BENEFITS EVIDENCE IN EXHIBIT 1**

COMES NOW Defendant Sara Rice McFall, who, invoking her inherent legal rights and principles of contract law, submits this Motion for Dismissal of all charges in both cases, 24RI-CR00308-1 and 21RI-CR00579-01, for the reasons stated herein. This Motion is grounded in principles of extinguishment and rescission of consent, as well as procedural obstruction, which vitiates the legitimacy of continued prosecution. Defendant states the following:

I. Grounds for Dismissal

1. Rescission of Consent and Extinguishment of Contractual Obligations

Defendant, through the document titled "Extinguishment of Contract by Rescission by Reason of the Giving of Consent by Mistake," formally rescinds any apparent contractual obligations or consent mistakenly given. This rescission underscores that any implied consent, especially that obtained by misrepresentation or mistake, is nullified, eliminating any legitimate contractual grounds for prosecution against her. As stated in universal contract law, a contract obtained through mistake, fraud, or undue influence can be extinguished by the aggrieved party without further obligation. See attached Exhibit 1, pages 1-11

2. Documented Procedural Obstruction

Defendant has been actively obstructed in her attempts to file defense documents, as detailed in an affidavit provided by Lisa Kay Ball. The refusal of the Ripley County Circuit Clerk to accept these filings on October 30, 2024 represents a direct violation of Defendant's due process rights. Such actions constitute unlawful obstruction of justice under Missouri law, specifically RSMo 575.020, impeding Defendant's right to a fair trial and compelling immediate dismissal. See attached Exhibit 1, pages 13-15.

3. Is it true that Shawn Edward Boyd, alleged defense attorney for Sara McFall in Case Nos. 21RI-CR00579 and 21RI-CR00579-01, has not registered his law firm, BOYD LAW OFFICE, L.L.C., as required under RSMo 417.200 and the Fictitious Names Act? See Exhibit 2, page 1 of 7

4. Is it true that Shawn Boyd, by failing to register his law firm properly, for Case Nos. **21RI-CR00579 and 21RI-CR00579-01** has engaged in unauthorized legal practice, thus voiding any alleged attorney-client contract with Sara Rice McFall? See **Exhibit 2**
5. Is it true that Judge Michael Martin Pritchett failed to verify whether Shawn Boyd was compliant with the STATE OF MISSOURI's Fictitious Names Act for **BOYD LAW OFFICE, L.L.C.** for Case Nos. **21RI-CR00579 and 21RI-CR00579-01**, as required under RSMo 417.200? See **Exhibit 2, Page 7**
6. Can you confirm that by failing to comply with RSMo 417.200, Shawn Boyd is operating illegally, and his representation of Sara Rice McFall in Case Nos. **21RI-CR00579 and 21RI-CR00579-01** is void?
7. Is it true that Shawn Boyd's lack of proper registration (**Exhibit 2**) disqualifies him from legally representing Sara Rice McFall, requiring the dismissal of Case Nos. **21RI-CR00579 and 21RI-CR00579-01**?
8. Can you confirm that under RSMo 417.200, failure to file a fictitious name registration invalidates any and all contracts, including legal representation in Case Nos. **21RI-CR00579 and 21RI-CR00579-01**?
9. Is it true that Shawn Boyd's failure to register his law firm violates Sara McFall's rights to effective counsel, as protected by the Sixth Amendment in Case Nos. **21RI-CR00579 and 21RI-CR00579-01**?
10. Can you confirm that Shawn Boyd's failure to comply (**Exhibit 2**) with the STATE OF MISSOURI's Fictitious Name Act constitutes a breach of the STATE OF MISSOURI state law and voids his representation in Case Nos. **21RI-CR00579 and 21RI-CR00579-01**?
11. Is it true that Shawn Boyd's fictitious entity **BOYD LAW OFFICE, L.L.C.** has no legal standing to represent Sara McFall in Case Nos. **21RI-CR00579 and 21RI-CR00579-01** due to his non-compliance with RSMo 417.200?
12. Is it true, Shawn Boyd's failure to register **BOYD LAW OFFICE, L.C.C.**, fictitious name is a misdemeanor under Missouri law and businesses failing to register are subject to charges by the statutory duty of the local prosecuting attorney per RSMo 351.574(4)

"Every foreign corporation now doing business in or which may hereafter do business in this state without a certificate of authority shall be subject to a fine of not less than one thousand dollars...; in addition to which penalty, no foreign corporation, failing to comply with this chapter, can maintain any suit or action, either legal or equitable, in any of the courts of this state..." RSMo § 351.574

13. Is it true that as outlined in Section 351.574(4) RSMo., it is the responsibility of the Secretary of State to notify the prosecuting attorney of any city or county where these foreign corporations are conducting business without a certificate of authority?
14. Is it not true and correct that, "Any person who shall engage in or transact any business in this state under a fictitious name, as in sections 417.200 to 417.230 defined, without registering such name as herein required, shall be deemed guilty of a misdemeanor."?
15. Furthermore, is it true that under Section 351.574(4) RSMo., every foreign corporation doing business in Missouri without a certificate of authority is subject to fines and is a

- misdemeanor and cannot maintain any suit or action such as Case Nos. 21RI-CR00579 and 21RI-CR00579-01 in Missouri courts.
16. Is it within the statutory duty of the Secretary of State upon a formal complaint to notify the prosecuting attorney of any city or county in which the foreign corporation is operating without a certificate of authority, initiating the process of penalizing such entities?
 17. **Registration Compliance:** Can the STATE OF MISSOURI, as Plaintiff, confirm why Shawn Boyd, under BOYD LAW OFFICE, L.L.C., is permitted to practice without the necessary registration, given Missouri's requirements for business entities to be formally registered and compliant? Exhibit 2
 18. **Representation Legitimacy:** How has the State validated Shawn Boyd's legal standing and authority to represent Sara Rice McFall, given that BOYD LAW OFFICE, L.L.C. lacks official registration and that this voids the legitimacy of his representation? See Exhibit 2, pages 1-7
 19. **Conflict of Interest and Dual Representation:** Has the State reviewed and justified how Public Defender Jordan Cantony's switch from representing Megan McFall (Case Nos. 21RI-CR00578 and 21RI-CR00578-01) to Sara McFall (Case Nos. 21RI-CR00579, 21RI-CR00579-01, 24RI-CR00308, and 24RI-CR00308-1) does not constitute a serious conflict of interest, given the close relationship and overlapping interests of these cases?
 20. **Conflict of Interest Protocols:** What specific protocols or safeguards did the STATE OF MISSOURI, as Plaintiff, enforce to ensure that Public Defender Jordan Cantony's shift in representation from one twin Megan Christian McFall to the other Sara Rice McFall would not lead to compromised confidentiality, especially considering the exact similarities in case details?
 21. **Public Defender Assignment Standards:** On what basis did the STATE OF MISSOURI, as Plaintiff, allow Public Defender Jordan Cantony to represent both twins Megan and Sara McFall in separate but same situation cases, and were any independent oversight or waivers obtained from either Megan Christian McFall or Sara Rice McFall to ensure that ethical standards were not violated? See Exhibit 3
 22. **Review of Ethical Standards Compliance:** Has the STATE OF MISSOURI, as Plaintiff, conducted an independent review to assess whether Cantony's representation of Sara Rice McFall (21RI-CR00579-01, 24RI-CR00308, 24RI-CR00308-01, following his prior representation of Megan Christian McFall (21RI-CR00578 and 21RI-CR00578-01), aligns with STATE OF MISSOURI, as Plaintiff, Rules of Professional Conduct on conflicts of interest (particularly Rule 4-1.7, concerning conflicts of interest)? See Exhibit 3
 23. **Failure to Register the Law Office:** Does the STATE OF MISSOURI, as Plaintiff, acknowledge the apparent contradiction between allowing BOYD LAW OFFICE, L.L.C. to function without registration and Missouri's legal requirements for entity registration, especially when representing civil plaintiffs or respondent's and criminal defendants in every case since he allegedly opened his law firm after he was admitted to the BAR in 1995 and by RSMo. § 351.574 cannot maintain any suit or action FOR ANYONE since because he has not registered his law firm since he started his law business in past and ongoing cases under Section 351.574(4) RSMo., every foreign corporation doing

- business in Missouri without a certificate of authority is subject to fines and cannot maintain any suit or action (Missouri Revised Statutes § 351.574) such as Case Nos. 21RI-CR00579 and 21RI-CR00579-01 in Missouri courts?
24. Does the STATE OF MISSOURI, as Plaintiff, still believe that as per Exhibit 1, page 1, and page 7 states that there was and is, "No Probable Cause to believe that the defendant has received ineffective assistance of counsel."? See Exhibit 1. and Exhibit 2
25. **Ethical Training and Oversight:** What training, if any, does the STATE OF MISSOURI, as Plaintiff, provide or require for public defenders in managing and identifying conflicts of interest in cases involving close relatives or interconnected case details, as seen here?
26. **Implications for Client Trust and Fairness:** How does the STATE OF MISSOURI, as Plaintiff, justify maintaining Sara Rice McFall's representation under conditions where her attorney also previously represented her twin sister Megan Christian McFall in identical case Nos. 21RI-CR00578 and 21RI-CR00578-01 circumstances, impacting the defendant Sara Rice McFall's right to unbiased and fair representation? See Exhibit 3. and in Megan McFall 21RI-CR00578 and 21RI-CR00578-01 to Sara McFall 21RI-CR00579 and 21RI-CR00579-01.
27. **Accountability for Unregistered Practices:** What actions does the STATE OF MISSOURI, as Plaintiff, plan to take regarding BOYD LAW OFFICE, L.L.C.'s unregistered status to uphold Missouri's regulatory standards, and how will the STATE OF MISSOURI, as Plaintiff, address disciplinary or corrective measures for any parties involved in facilitating or overlooking this non-compliance?
28. **Breach of Fundamental Legal Protections**
The actions described, including procedural obstruction and misrepresentation of consent, amount to a fundamental breach of Defendant's constitutional protections under the organic United States Constitution included herein in its entirety by reference. Further prosecution would only exacerbate these violations and continue to undermine the fairness of the judicial process. Therefore, dismissal is the only appropriate remedy to rectify these violations and prevent further harm.
29. Is it true that **Federal Reserve Notes** (slave script/"CASH"/private credit) are classified as debt obligations under 18 U.S.C. § 8 and cannot legally be used to settle debts? See attached Exhibit 4
30. Is it true that the STATE OF MISSOURI has no legal authority to collect court fees, fines, or bonds from SARA RICE MCFALL, SARA RICE MCLEOD, SARA R MCFALL, MCFALL SARA R, MCFALL, SARA R, SARA MCFALL in a currency that is legally classified as a debt instrument (private credit)? See attached Exhibit 4
31. Has the STATE OF MISSOURI considered the ethical implications of charging (penal suns/monetary value) Sara Rice McFall in a system based on unbacked unconstitutional currency "Federal Reserve Notes" aka "CASH"? See Exhibit 4, Pages 1 to 10
32. If federal reserve notes are "private credit," can the STATE OF MISSOURI claim to operate in the interest of all citizens, especially in Case Nos. 21RI-CR00578 and 21RI-CR00578-01, 21RI-CR00579, 21RI-CR00579-01, 24RI-CR00308, 24RI-CR00308-1?
33. If the STATE OF MISSOURI, as Plaintiff, courts use capitalized names to alter legal identity, are they acting in full transparency? See Exhibit 1, pages 1-11

34. Does the STATE OF MISSOURI, as Plaintiff, agree that the unbacked and unconstitutional (U.S.C. Article 1, Section 10) Federal Reserve Note aka "CASH", slave script, private credit, system's alleged enslavement of citizens undermines its own justice system especially for Sara Rice McFall in Case Nos. 21RI-CR00579, 21RI-CR00579-01, 24RI-CR00308, 24RI-CR00308-1?
35. Why should Sara Rice McFall be penalized under a system with ties to unconstitutional private banking corporations collateralizing the sweat equity of "We the People" since with unbacked Federal Reserve Notes, aka "CASH" (Exhibit 4) the 1933 bankruptcy?
36. Does the STATE OF MISSOURI, as Plaintiff, have clear guidelines on how fiat currency (Federal Reserve Notes aka "CASH") impacts its legal and judicial processes?
37. Is it true and correct STATE OF MISSOURI, as Plaintiff, that, "A debt is not paid by the giving of a note." *Noland Co. v. Maryland Casualty Co.*?
38. Is it true and correct STATE OF MISSOURI, as Plaintiff, that, "A [Federal Reserve] note is only a promise to pay and not payment," *Fidelity Savings State Bank v. Grimes*, 131 P.2nd 894?
39. Is it true and correct STATE OF MISSOURI, as Plaintiff, that, "The "giving of a [Federal Reserve] note DOES NOT constitute payment." See *Echart v Commissioners C.C.A.*, 42 Fd2d 158?
40. Is it true and correct STATE OF MISSOURI, as Plaintiff, that, "Legal Tender [Federal Reserve] Notes ARE NOT good and lawful money of the United States." See *Rains v State*, 226 S.W. 189?
41. Is it true and correct STATE OF MISSOURI, as Plaintiff, that, "Federal reserve notes ARE valueless." See IRS Codes Section 1.1001-1 (5657) C.C.H.?
42. Is it true and correct STATE OF MISSOURI, as Plaintiff, that, the individual cannot be compelled to use 'federal money,' nor federal negotiable instruments, Federal Notes (*Swanson v. Fuline*, 248 F. Supp. 364) the federal reserve being a private corporation (*Lewis v. U.S.*, 680 F.2d 1238 at 1241) which is engaged in commercial activity by law of merchants (UCC 721-1-103) USE OF FEDERAL RESERVE NOTES IS "USE OF PRIVATE CREDIT" PURSUANT TO LEWIS v. UNITED STATES, SUPRA?
43. Is it true and correct STATE OF MISSOURI, as Plaintiff, that, 18 U.S. Code § 1583 - Enticement into slavery resonates with demands for "CASH" aka Federal Reserve Notes aka "private credit"? Exhibit 4
44. Can the STATE OF MISSOURI, as Plaintiff, guarantee the impartiality of its court if it relies on federal reserve notes "CASH", private credit? See Exhibit 4
45. Does the STATE recognize any ethical conflicts in prosecuting under a system established by private financial entities (Federal Reserve Bank)?
46. Can the STATE OF MISSOURI prove that Sara Rice McFall's charges with full penal sums for Case Nos. 24RI-CR00308-1 & 21RI-CR00579-01 were pursued without financial motivations?
47. If the STATE OF MISSOURI, as Plaintiff, relies on "federal slave script," aka "CASH" aka "Federal Reserve Notes", does it not then support a flawed system?
48. Can the STATE OF MISSOURI deny the existence of interests between banks and the judicial system?
49. Does the STATE OF MISSOURI fully disclose and ensure that its citizens fully understand the Federal Reserve's BANKS influence over their lawful rights in Case Nos.

- 24RI-CR00308-1 & 21RI-CR00579-01 regarding "CASH", aka Federal Reserve Notes/slave script/private credit/checks/? See Exhibit 4
50. Is it not true and correct that (FRN) 18 U.S.C. § 8 FEDERAL RESERVE NOTES are not money or legal tender per Public Law 73-10, Chapter 48, 48 Stat 48 112, 12 U. S. C. 411; Securities Act § 2(1), 3(a)(3), AND settlement in terms of Congressional Statutes At Large, Title 62.?
 51. Is it not true and correct STATE OF MISSOURI, as Plaintiff, that contracts requiring Corporate Legal BANK money that is not true money like: bank checks, money orders, attorney checks, FEDERAL RESERVE PROMISSORY NOTE DOLLARS, cashier checks, and certified checks from a bank or escrow company are illegal pursuant to Title 31 U.S.C. §5118(d)(2), 31 U.S.C.A., § 463, and Public Law 97-258 (September 13, 1982) contracts REQUIRING only types of BANK money to pay debts are illegal?
 52. Is it not true and correct STATE OF MISSOURI, as Plaintiff, that "...*Every taxpayer is a cestui que trust having a sufficient interest in preventing abuse of the trust to be recognized in the field of this court's prerogative jurisdiction as a relator in the proceeding to set a sovereign authority in motion by action...*" *In re Bolens 135 N.W. Rep. 164 (1912) Supreme Court Wisconsin?*
 53. If federal reserve notes are "debt," STATE OF MISSOURI, as Plaintiff, how does this impact the justice Sara Rice McFall receives?
 54. Should the STATE OF MISSOURI, as Plaintiff, court Case Nos. 24RI-CR00308-1 & 21RI-CR00579-01 have provided full disclosure and full discovery of the implications and be educated on the 1933 removal of gold and silver backing for any and all Ripley County 36th Judicial Circuit court cases?
 55. Is the social security number assigned to Sara Rice McFall being used in a way that alters her status in court without her consent? See Exhibit 4, Page 4, 6, of 10
 56. If social security numbers serve as a hidden contract, should the STATE OF MISSOURI, as Plaintiff, disclose this to all defendants, including Sara Rice McFall?
 57. Can the STATE OF MISSOURI, as Plaintiff, explain why Sara Rice McFall charges are valid if they're linked to a bankrupt since 1933 federal system?
 58. Can the STATE OF MISSOURI, as Plaintiff, explain why Sara Rice McFall charges are valid if they're linked to a bankrupt federal system? See Exhibit 1 and Exhibit 4
 59. Does the state believe Sara Rice McFall has full disclosure of her rights within the Federal Reserve Note aka "CASH" debt-based system?
 60. Can the STATE OF MISSOURI, as Plaintiff, guarantee the impartiality of its court if it relies on federal reserve notes aka "CASH"? See Exhibit 4
 61. Does the STATE OF MISSOURI, as Plaintiff, recognize any ethical conflicts in prosecuting under a system established by private financial entities such as the Federal Reserve Bank using their unbacked unconstitutional (USC Article 1, Section 10) private credit known as Federal Reserve Notes aka "CASH"? See Exhibit 4
 62. Is it not true and correct that the U.S. Constitution, Article I, Section 10: "No State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make any Thing but gold and silver Coin a Tender in Payment of Debts; pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title of Nobility."?

63. Does Missouri acknowledge that enforcing charges with penal sums, fines, fees, "CASH" bail bonds in federal reserve notes aka "CASH" indirectly binds Sara Rice McFall to debt servitude, given the 1933 federal bankruptcy? See Exhibit 1, Exhibit 4
64. Can Missouri confirm whether the charges in these cases reflect lawful monetary values, or are they mere representations of "slave script" aka "CASH" created by the private Federal Reserve corporation?
65. Is Missouri able to fully disclose if penal sums associated with Sara Rice McFall's charges are calculated in a manner that does not impose debt servitude through fiat currency?
66. Has Missouri validated that the penal sums behind each charge in Sara Rice McFall's cases reflect tangible value, or are they sustained purely by private Federal Reserve interests?
67. Without disclosure of the penal sums' backing, can Missouri ensure that Sara Rice McFall's charges are free from debt-based peonage?
68. It is true and correct STATE OF MISSOURI, as Plaintiff, I require full disclosure and challenge the Jordan Michael Cantoni and Shawn Edward Boyd for failing to raise these and debt peonage due to the bankruptcy in 1933 and the STATE OF MISSOURI's usage of slave script/Federal Reserve Notes/private credit, critical defenses in his and Shawn Edward Boyd's representation of Sara Rice McFall and Megan Christian McFall?
69. Does the STATE OF MISSOURI, as Plaintiff, disclose to defendants like Sara Rice McFall the implications of their social security numbers in court?
70. Can the STATE OF MISSOURI explain how SARA RICE MCFALL's penal sums in cases 24RI-CR00308-1 & 21RI-CR00579-01, 24RI-CV00226, 21RI-CR00579, and 14BT-CR00765 do not constitute a form of debt peonage, especially given the state's reliance on fiat currency established during the 1933 bankruptcy?
71. Has the STATE OF MISSOURI provided full disclosure on whether the penal sums in Sara Rice McFall's cases are directly or indirectly funded by Federal Reserve bank credit?
72. How does the STATE OF MISSOURI justify prosecuting Sara Rice McFall if the penal sums attached to her case effectively link her to a system based on private Federal Reserve credit rather than lawful money as stated in Article I, Section 10 of the Constitution?
73. If Ecclesiastes 7:12 states, "For wisdom is a defense, and money is a defense," does the STATE OF MISSOURI acknowledge the debt-based currency it enforces deprives citizens like Sara Rice McFall of true monetary defense?
74. Given that Social Security ties citizens' identities to financial obligations, does the STATE OF MISSOURI recognize how this might implicate Sara Rice McFall's case in a system of financial peonage?
75. Can the STATE OF MISSOURI show that it has no hidden financial interest in the penal sums attached to Sara Rice McFall's cases, considering the Federal Reserve's involvement in the monetary system?

76. Is the STATE OF MISSOURI able to fully disclose whether penal sums tied to Sara Rice McFall's cases are funded by private credit interests?
77. How can the STATE OF MISSOURI prove that Sara Rice McFall's penal sums are not tied to debt-based currency, potentially placing her in involuntary servitude?
78. Is the STATE OF MISSOURI prepared to prove that the penal sums in Sara Rice McFall's cases have real, lawful value outside the debt-based system instituted by the 1933 bankruptcy?
79. Can the STATE OF MISSOURI affirm it is not enforcing slavery by relying on debt peonage through penal sums calculated in federal reserve notes in Sara Rice McFall's cases?
80. How can the STATE OF MISSOURI guarantee that Sara Rice McFall is not subjected to financial servitude, considering the penal sums' attachment to debt-based currency?
81. Does the STATE OF MISSOURI acknowledge that by prosecuting Sara Rice McFall, it may be perpetuating a system of debt slavery under fiat currency?
82. Has the STATE OF MISSOURI fully disclosed the origin and valuation of each penal sum related to Sara Rice McFall, especially in light of Ecclesiastes 7:12 on monetary wisdom?
83. Without disclosure of monetary values in lawful terms, can the STATE OF MISSOURI justify the penal sums in Sara Rice McFall's cases as constitutionally sound?
84. Does the STATE OF MISSOURI admit that, by enforcing penal sums, it may be indirectly enforcing financial enslavement on Sara Rice McFall?
85. How does the STATE OF MISSOURI justify penal sums in federal reserve notes when lawful currency is constitutionally required to be in gold or silver?
86. Can the STATE OF MISSOURI prove that penal sums in Sara Rice McFall's cases are untainted by interests from the private banking sector?
87. Has the STATE OF MISSOURI ensured that penal sums related to Sara Rice McFall do not perpetuate debt-based peonage?
88. By not providing full discovery, is the STATE OF MISSOURI confident it isn't hiding connections to private banking interests tied to Sara Rice McFall's penal sums?
89. If the STATE OF MISSOURI is operating under a fiat currency system, can it ensure that Sara Rice McFall's penal sums are free from debt-peonage implications?
90. Has the STATE OF MISSOURI disclosed how it calculates penal sums to avoid placing citizens in financial bondage?
91. Can the STATE OF MISSOURI prove Sara Rice McFall's penal sums do not carry debt peonage characteristics, given the reliance on federal reserve notes?
92. Has the STATE OF MISSOURI fully disclosed the relationship between Social Security and the financial liabilities tied to Sara Rice McFall's identity?
93. Does the STATE OF MISSOURI acknowledge that penal sums may link citizens to a system of financial enslavement via federal reserve notes?
94. How can the STATE OF MISSOURI justify penal sums without addressing the private interests involved in the fiat currency system?
95. By prosecuting Sara Rice McFall, does the STATE OF MISSOURI admit to enforcing financial obligations based on debt-peonage practices?
96. Has the STATE OF MISSOURI disclosed the full implications of the penal sums attached to each of Sara Rice McFall's case numbers?

97. Can the STATE OF MISSOURI provide full transparency about federal reserve notes' impact on penal sums in Sara Rice McFall's cases?
98. Does the STATE OF MISSOURI recognize that enforcing penal sums without disclosure risks imposing financial servitude on Sara Rice McFall?
99. How can the STATE OF MISSOURI ensure Sara Rice McFall's penal sums aren't part of an ongoing financial enslavement tied to debt currency?
100. If penal sums rely on federal reserve notes, is the STATE OF MISSOURI certain they don't indirectly enslave Sara Rice McFall financially?
101. How does the STATE OF MISSOURI justify penal sums that may be backed by private banking interests?
102. By attaching financial obligations in federal reserve notes, does the STATE OF MISSOURI avoid placing Sara Rice McFall under financial duress?
103. Has the STATE OF MISSOURI considered the moral implications of debt-based penal sums?
104. Without full transparency, can the STATE OF MISSOURI prove penal sums are not debt peonage mechanisms for Case Nos. 24RI-CR00308-1 & 21RI-CR00579-01?
105. Has the STATE OF MISSOURI disclosed its financial interests in prosecuting citizens under penal sums such as Sara Rice McFall in Case Nos. 24RI-CR00308-1 & 21RI-CR00579-01?
106. How do you justify the multiple infringements in Case Nos. 24RI-CR00308, 24RI-CR00308-1 & 21RI-CR00579, 21RI-CR00579-01 and other cases on the copyrighted name *Sara Rice McFall* since 1986, including the failure to follow the proper public fee schedule as published worldwide at SaraRiceMcFall.com?
107. Can you explain how you intend to address the ongoing financial liability incurred from repeated copyright infringements published worldwide public fee schedule at SaraRiceMcFall.com?
108. Are you aware that each unauthorized use of the name incurs a fee, and why has the court not addressed these infringements?
109. Why was the fee schedule at SaraRiceMcFall.com for the use of *Sara Rice McFall* not invoked before issuing subpoenas and court orders under these names?
110. What steps will you take to rectify the erroneous filings and infringements found at SaraRiceMcFall.com on *Sara Rice McFall's* copyrighted name within your jurisdiction?
111. How does the STATE OF MISSOURI, as Plaintiff, plan to handle the financial consequences of the copyright violations public fee schedule posted at SaraRiceMcFall.com caused by issuing legal documents under her copyrighted names?
112. Does the STATE OF MISSOURI admit that the charges and penal sums (monetary value) associated with Sara Rice McFall's cases are calculated based on Federal Reserve Notes aka "CASH" (Exhibit 4), which violates constitutional provisions requiring "gold and silver" (USC Article 1, Section 10) as legal tender for debts?
113. How does the STATE OF MISSOURI justify using charges with penal sums, monetary values for Case Nos. 24RI-CR00308, 24RI-CR00308-1 & 21RI-CR00579, 21RI-CR00579-01 that could place Sara Rice McFall in financial servitude under a fiat currency system, given that Federal Reserve Notes (Fiat) do not constitute lawful money?

114. Can the STATE OF MISSOURI demonstrate that it has disclosed all financial implications of the penal sums tied to Sara Rice McFall's cases, ensuring she is not subjected to involuntary debt-based servitude?
115. Is the STATE OF MISSOURI prepared to confirm that it has no private banking interests tied to the penal sums in Sara Rice McFall's cases, ensuring these sums do not exploit her through debt peonage?
116. Has the STATE OF MISSOURI disclosed that it may be operating as a corporate entity under federal bankruptcy administration since 1933, and if so, how does this impact the validity of judgments and penal sums associated with Sara Rice McFall's cases?
117. Given that Federal Reserve Notes do not meet the lawful money standard, is the STATE OF MISSOURI confident that its penal sums against Sara Rice McFall are constitutionally sound?
118. How does the STATE OF MISSOURI justify demanding payment in Federal Reserve Notes without offering the option of payment in gold or silver, as required by the U.S. Constitution?
119. Can the STATE OF MISSOURI demonstrate that Sara Rice McFall's penal sums are not calculated in a manner that indirectly enslaves her through debt-based currency?
120. How does the STATE OF MISSOURI ensure that Sara Rice McFall's charges and penal sums for all cases regarding her in the STATE OF MISSOURI, as Plaintiff, are free from the influence of private financial interests tied to the Federal Reserve private banks Fiat non-backed Federal Reserve Notes aka "CASH"?
121. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, requires defendants to pay bond in Federal Reserve Notes ("CASH") (Exhibit 4), which, per 18 U.S.C. § 8, Public Law 73-10, and 12 U.S.C. 411, are not considered lawful money or legal tender? And is it not true that such a demand (Exhibit 1 and Exhibit 4) contradicts Title 31 U.S.C. § 5118(d)(2) and Public Law 97-258, making the use of such "CASH" illegal?
122. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, allows private bail bond agents to charge non-refundable fees in Federal Reserve Notes ("CASH") (Exhibit 4), despite FRNs not being recognized as lawful money under 18 U.S.C. § 8 and Public Law 73-10 and U.S.C. Article 1, Section 10? Is it also correct that such fees exploit individuals who may be found innocent, thereby contradicting the purpose of fair bail practices?
123. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, imposes high court and filing fees, payable in Federal Reserve Notes ("CASH") (Exhibit 4), which under 18 U.S.C. § 8 and Public Law 73-10 are not considered true money, thus creating an illegal obligation under Title 31 U.S.C. § 5118(d)(2) and Public Law 97-258?
124. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, requires defendants who cannot afford private counsel to pay for public defender services in Federal Reserve Notes ("CASH"), slave script, private credit, even though FRNs are not deemed lawful money by 18 U.S.C. § 8 and Public Law 73-10 and U.S.C. Article 1, Section 10? How does the STATE OF MISSOURI, as Plaintiff, justify enforcing this payment when contracts requiring only corporate bank money are illegal?
125. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, permits exorbitant charges for inmate phone calls, paid in Federal Reserve Notes

- ("CASH"), slave script, private bank credit, which 18 U.S.C. § 8 and Public Law 73-10 do not recognize as lawful money, imposing unnecessary financial hardship on families?
126. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, permits excessive commissary markups requiring payment in Federal Reserve Notes ("CASH"), slave script, which under 18 U.S.C. § 8 and Public Law 73-10 are not lawful tender, thereby profiting at the expense of incarcerated individuals?
127. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, charges inmates for medical care in Federal Reserve Notes ("CASH"), even though FRNs are not true money per 18 U.S.C. § 8 and Public Law 73-10, thus creating an obligation in a currency of not backed by gold or silver, non-redeemable Federal Reserve Notes?
128. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, imposes electronic monitoring fees in Federal Reserve Notes ("CASH"), despite FRNs not being considered lawful money per 18 U.S.C. § 8 and Public Law 73-10, burdening defendants with payment obligations in illegal currency (not gold or silver per USC Art. I, Sec. 10)?
129. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, demands monthly probation and parole fees in Federal Reserve Notes ("CASH"), which are not lawful money per 18 U.S.C. § 8 and Public Law 73-10, turning post-conviction monitoring into an illegal profit scheme?
130. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, imposes administrative fees for community service payable in Federal Reserve Notes ("CASH"), a currency that 18 U.S.C. § 8 and Public Law 73-10 do not recognize as lawful, thereby imposing undue financial burdens in contravention of federal law?
131. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, imposes diversion program fees in Federal Reserve Notes ("CASH") aka slave script, which are not recognized as legal tender per 18 U.S.C. § 8 and Public Law 73-10, preventing low-income defendants from completing diversion?
132. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, collects fees for managing restitution payments, requiring payment in Federal Reserve Notes ("CASH") aka slave script, private banker credit, even though 18 U.S.C. § 8 and Public Law 73-10 do not recognize FRNs (Federal Reserve Notes aka "CASH") as lawful money?
133. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, charges inmates transportation fees payable in Federal Reserve Notes ("CASH"), despite FRNs not being legal tender under 18 U.S.C. § 8 and Public Law 73-10, making these fees illegal?
134. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, imposes punitive late fees payable in Federal Reserve Notes ("CASH"), which 18 U.S.C. § 8 and Public Law 73-10 do not recognize as lawful money, creating ongoing financial exploitation?
135. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, requires fees for court supervision payable in Federal Reserve Notes ("CASH") aka slave script, a currency that lacks legal tender status per 18 U.S.C. § 8 and Public Law 73-10, essentially the STATE OF MISSOURI profiting from monitoring requirements?

136. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, imposes daily jail fees in Federal Reserve Notes ("CASH") on pretrial detainees, despite FRNs not being recognized as lawful tender per 18 U.S.C. § 8 and Public Law 73-10?
137. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, permits high charges for digital stamps and emails in Federal Reserve Notes ("CASH"), which 18 U.S.C. § 8 and Public Law 73-10 do not recognize as lawful, adding unnecessary hardship?
138. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, charges visitation fees in Federal Reserve Notes ("CASH"), even though FRNs are not lawful money under 18 U.S.C. § 8 and Public Law 73-10, further exploiting families of inmates?
139. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, charges high fees for court transcripts, payable in Federal Reserve Notes ("CASH"), a currency not considered lawful money under 18 U.S.C. § 8 and Public Law 73-10?
140. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, requires appeal filing fees in Federal Reserve Notes ("CASH"), slave script, despite the fact that FRNs unbacked and private bankers' credit are not lawful tender per 18 U.S.C. § 8 and Public Law 73-10?
141. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, imposes residency fees in halfway houses payable in Federal Reserve Notes ("CASH"), a currency not considered lawful by 18 U.S.C. § 8 and Public Law 73-10?
142. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, requires reentry program fees payable in Federal Reserve Notes ("CASH"), a currency not considered lawful money under 18 U.S.C. § 8 and Public Law 73-10?
143. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, adds processing fees on fine payments in Federal Reserve Notes ("CASH"), even though 18 U.S.C. § 8 and Public Law 73-10 do not recognize FRNs as lawful tender?
144. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, permits interest accrual on unpaid fines in Federal Reserve Notes ("CASH"), despite FRNs not being lawful money per 18 U.S.C. § 8 and Public Law 73-10?
145. Yes or No: Is it not true and correct that the STATE OF MISSOURI, as Plaintiff, relies on civil penalties and fines as revenue, requiring payment in Federal Reserve Notes ("CASH"), even though FRNs are not lawful money per 18 U.S.C. § 8 and Public Law 73-10?

II. Legal Basis for Immediate Dismissal

1. Statutory and Contractual Principles Supporting Rescission

The STATE OF MISSOURI, as Plaintiff, rescission is justified when consent is obtained by mistake or misrepresentation (Exhibit 1). The Defendant's express rescission of any contractual obligation related to these cases, as declared in the attached affidavit, extinguishes any legal basis for continued prosecution including, but not limited to these Case Nos. 24RI-CR00308, 24RI-CR00308-1 & 21RI-CR00579, 21RI-CR00579-01. See Exhibit 1

2. Violation of Defendant's Right to Due Process

By obstructing the acceptance of Defendant's filings on October 30, 2024, the Plaintiff

has engaged in conduct that not only infringes on statutory protections but also deprives Defendant of her right to participate fully in her defense. This deprivation underscores the necessity for dismissal on procedural and equitable grounds. Exhibit 1, Page 12-15

III. Demand for Immediate Dismissal and Release

In light of these clear statutory and contractual grounds for rescission (Exhibit 1, Page 1-11), as well as the Plaintiff's procedural misconduct (Exhibit 1, Page 12-15), Defendant respectfully requests that the Court dismiss all charges immediately and order her unconditional release.

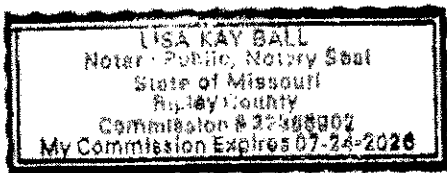
WHEREFORE, Sara Rice McFall moves this Court dismiss all charges in Cases 24RI-CR00308, 24RI-CR00308-1 and 21RI-CR00579, 21RI-CR00579-01, order her immediate release from detention, and grant such other relief as the Court deems just and equitable.

Dated this 4th day of November, 2024.

Respectfully Submitted,

Sara McFall

Sara Rice McFall©
Ripley County Detention Center
301 Lafayette Street
Doniphan, union-Missouri



CERTIFICATE OF SERVICE

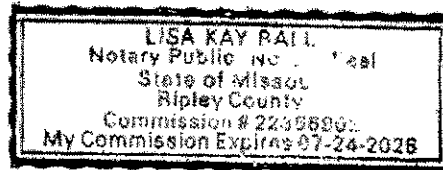
I hereby certify that this document is being personally filed into Case Nos. **24RI-CR00308, 24RI-CR00308-1 & 21RI-CR00579, 21RI-CR00579-01** on November 4, 2024 with the Ripley County Circuit Clerk's Office. Opposing counsel is served through electronic filing system as provided in Rule 103.8.

By: *Sara McFall* Beneficiary
Sara Rice McFall©

STATE OF MISSOURI
COUNTY OF RIPLEY

Sworn to (or affirmed) and subscribed before me
this 4th day of Nov, 2024
by *Sara McFall*

Lisa Kay Ball *Lisa Ball*
Notary Public's Signature Notary Name
My Commission Expires 07-24-2026



PROPOSED ORDER

IN THE 36th JUDICIAL CIRCUIT COURT OF RIPLEY COUNTY, STATE OF MISSOURI

STATE OF MISSOURI,)	
Plaintiff,)	
	)	Cause Nos.: 24RI-CR00308-1 &
v.	)	21RI-CR00579-01
)	
SARA RICE MCFALL,	)	Division II (Criminal Division)
Defendant.)	

ORDER GRANTING DEFENDANT'S MOTION TO DISMISS AND ORDERING IMMEDIATE RELEASE

Upon review of Defendant's Motion to Dismiss and the attached affidavits in Exhibit 1, Pages 1-15, declaring the rescission of any implied or apparent consent, as well as the documented procedural obstructions against her, and for good cause shown, it is hereby:

ORDERED that the charges in Case Nos. 24RI-CR00308, 24RI-CR00308-1 & 21RI-CR00579, 21RI-CR00579-01 against Defendant Sara Rice McFall are hereby DISMISSED WITH PREJUDICE.

IT IS FURTHER ORDERED that Defendant Sara Rice McFall shall be immediately RELEASED FROM DETENTION at Ripley County Detention Center, Doniphan, MO.

SO ORDERED on this day of November, 2024.

JUDGE OF THE CIRCUIT COURT

10550873-1.16

10540715-1.00

(Sara Rice McFall) ©
c/o (Lisa Kay Ball)
710 East Pine Street
Dohiphan, MO 63935

Exhibit 1 - Page 1 of 15

USPS CERTIFIED MAIL



9214 8901 4298 0409 6731 65

0010642715000011

Martin J. O'Malley, Commissioner
United States Social Security Administration
6401 Security Boulevard
Baltimore, MD 21236

See Important Information Enclosed

10560973.1.17
105-073E 1.2

Exhibit 1 - Page 2 of 15

[Sara Rice McFall@]
[c/o Lisa Ball, 710 East Pine Street.]
[Doniphan, Union-Missouri.]

(Be advised: ZIP Code declined.)¹

Martin J. O'Malley, Commissioner
United States Social Security Administration
6401 Security Boulevard
Baltimore, MD 21235

Former account number
[488-08-4554]

Extinguishment of Contract by Rescission by Reason of the Giving of Consent by Mistake, Disavowal of Apparent Consent, and Divestment of Right of Entitlement to Receive Social Security Retirement or Survivor Benefits.

Be advised: You are hereby charged with knowledge of the contents hereof.

This Extinguishment of Contract by Rescission by Reason of the Giving of Consent by Mistake, Disavowal of Apparent Consent, and Divestment of Right of Entitlement to Receive Social Security Retirement or Survivor Benefits (hereinafter this "Extinguishment by Rescission, Disavowal of Consent, and Divestment of Right of Entitlement") is authorized by certain universal principles² of contract law, maxims of law,³ and, in pertinent part, California Civil Code (hereinafter "CCC"), in pari materia with the civil code of all other jurisdictions.

Be further advised: Title 26 United States Code, also known as the Internal Revenue Code (hereinafter collectively "IRC") §§ 7701(a)(9), (10) and 3401(c), relating to, respectively, the IRC terms "United States," "State," and "employee," apply herein *non obstante*.

Be further advised: Herein, bold, italicized text, whether in English or Latin (and followed by text in English), appearing within brackets, e.g. "[*Regula pro lege . . . in default of . . .*]," signifies a maxim of law, each of which, unless noted otherwise, is found in *Bouvier's Law Dictionary*, 3rd rev., 8th ed., s.v. "Maxim," pp. 2122-2168.

Universal contract law and, in pertinent part, CCC, provide:

1550.

It is essential to the existence of a contract that there should be:

1. Parties capable of contracting;
2. Their consent;
3. Lawful object; and,
4. A sufficient cause or consideration. [Emphasis added.]

¹We note that under section 122.32 of the U.S. Postal Service Domestic Mail Manual, the use of a zip code remains voluntary. See United States Postal Service Domestic Mail Manual § 122.32, at 55 (Mar. 1992). . . . *Joseph Peters v. National Railroad Passenger Corporation*, 966 F.2d 1483, 296 U.S.App.D.C. 202, 27 Fed.R.Serv.3d 1123 (1992).

²*Contra negantem principia non est disputandum.* There is no disputing against or denying principles. *Bouvier's Law Dictionary*, 6th ed., s.v. "Maxim."

Non est certandum de regulis juris. There is no disputing about rules of law. *Bouvier's Law Dictionary*, 3rd rev., 8th ed., s.v. "Maxim."

³*Regula pro lege, si deficit lex.* In default of the law, the maxim rules. *Ibid.*

Maxime iis dicitur quia maxima est eius dignitas et certissima auctoritas, atque quod maxime omnibus probetur. A maxim is so called because its dignity is chiefest, and its authority the most certain, and because universally approved by all. *Ibid.*

Exhibit 1 - Page 3 of 15

1565.

The consent of the parties to a contract must be:

1. Free;
2. Mutual; and,
3. Communicated by each to the other. [Emphasis added.]

1567.

An apparent consent is not real or free when obtained through:

1. Duress;
2. Menace;
3. Fraud;
4. Undue influence; or
5. Mistake. [Emphasis added.]

1688.

A contract is extinguished by its rescission.

1689. . . .

(b) A party to a contract may rescind the contract in the following cases:

- (1) If the consent of the party rescinding, or of any party jointly contracting with him, was given by mistake, or obtained through duress, menace, fraud, or undue influence, exercised by or with the connivance of the party as to whom he rescinds, or of any other party to the contract jointly interested with such party. [Emphasis added.]

As verified herein, there exists no evidence that at the time I gave my apparent consent, authorized the opening of that certain account (hereinafter the "Former Account") with United States Social Security Administration (hereinafter "USSSA") that was assigned the above former account number (hereinafter the "Former Account Number"), and entered into that certain former contract (hereinafter the "Former Social Security Contract") with the Government of the United States, (hereinafter "USG") via USG's agency, USSSA, I was located or born or naturalized in the United States, subject to United States' jurisdiction, a resident of the United States, or alien lawfully admitted for permanent residence in the United States.

I recently discovered that at the time I was induced to authorize the opening of the Former Account [*Qui tacet consentire videtur. He who is silent appears to consent.*] and give my apparent consent and enter into the Former Social Security Contract with USSSA:

- Neither the United States nor any political subdivision thereof, nor the District of Columbia, nor any agency or instrumentality of any one or more of the foregoing, nor USG nor any officer, employee, or elected official of any one or more of the foregoing, e.g. *Commissioner of Social Security*, nor any other thing otherwise within the meaning of any one or more of the foregoing (all of which of the foregoing are hereinafter collectively "USG"), disclosed to me, nor was I seized of knowledge, that:
 - The principal part of the Former Social Security Contract is liability not for payroll tax but *income tax*, an anomalous feature unrelated to the advertised purpose and intent of the Social Security retirement program [*Disparata non debent jungi. Dissimilar things ought not to be joined*];
 - Though promoted as a *personal* retirement program, Social Security is rather closer to a *third-party* retirement program wherein one, as a Social Security payroll taxpayer, contributes funds not to his own retirement but to that of *third parties* whom he does not know and has never met, and other funds for benefits to other unknown third-parties in the Social Security retirement program paradigm classified as *survivors and disabled*; and retains no accrued property rights to any of the funds he contributes [*Qui sentit onus, sentire debet et commodum. He who bears the burden ought also to derive the benefit.*], an unconscionable bargain [*Nemo agit in seipsum. No man acts against himself*].

Exhibit 1 - Page 4 of 15

- o Upon giving my apparent consent and entering into the Former Social Security Contract, USG would corrupt my full true name, [Sara Rice McFall], which is properly written in accordance with the rules of English grammar, into a corporately styled, all-capital-letters NAME, political franchisee of District of Columbia, and *juristic person*,⁴ i.e., SARA RICE MCFALL] [*Talis non est eodem, nam nullum simile est idem. What is like is not the same, for nothing similar is the same. — Proprietates verborum observandae sunt. The proprieties of words (i. e. proper meanings of words) are to be observed.*], without my knowledge or consent and thereafter classify [SARA RICE MCFALL], and me by implication, to be a:
- So-called *taxpayer* and one who is liable for income tax⁵;
 - Member of the class defined as *Federal personnel*⁶;
 - United States Government employee⁷;
 - Citizen and resident of the District of Columbia, personally subject to all legislation within the District of Columbia⁸;
 - Political franchisee and subject of the municipal corporation created for political purposes known as District of Columbia,⁹ doing business as United States[®],¹⁰ and personally liable for the debt obligations of the United States, namely payment of interest on the national debt—which debt is held by private lenders—in the form of income tax¹¹;
 - So-called *citizen of the United States*¹²;
 - Citizen of the federal government¹³;
 - So-called *individual*¹⁴; and
 - So-called *person*¹⁵; and

⁴Juristic person . . . a corporation . . . or other legal entity that is recognized by law as the subject of rights and duties called also *artificial person, conventional person, fictitious person* Merriam-Webster's *Unabridged Dictionary*, inc. version 2.3, s.v. "juristic person."

⁵In addition to other taxes, there shall be levied, collected, and paid upon the income of every individual a tax equal to the following percentages of the wages received by him . . . The Social Security Act (Act of August 14, 1935) [H. R. 7260], Title VIII § 801.

⁶the term "Federal personnel" means . . . individuals entitled to receive immediate or deferred retirement benefits under any retirement program of the Government of the United States (including survivor benefits). United States Code (hereinafter "USC") Title 5 Government Organization and Employees § 552a(a)(13).

⁷*Ibid.*

⁸*Ibid.*

⁹An Act to provide a Government for the District of Columbia," Ch. 62, 16 Stat. 419, February 21, 1871.

¹⁰United States Department of Commerce and Census Bureau form entitled "United States® Census 2010."

¹¹. . . 100 percent of what is collected is absorbed solely by interest on the Federal debt and by Federal Government contributions to transfer payments. In other words, all individual income tax revenues are gone before one nickel is spent on the services which taxpayers expect from their Government. J. Peter Grace, "President's Private Sector Survey on Cost Control: A Report to the President" (Grace Commission Report), dated and approved January 12 and 15, 1984, 3.

¹²The United States is located in the District of Columbia. Uniform Commercial Code § 9-307(h).

¹³A citizen of the United States is a citizen of the federal government . . . *Kitchens v. Stele*, D.C.W.D. Mo., 112 F.Supp. 383 (1953).

¹⁴the term "individual" means a citizen of the United States or an alien lawfully admitted for permanent residence . . . 5 USC § 552a(a)(2).

¹⁵The term "person" shall be construed to mean and include an individual, a trust, estate, partnership, association, company or corporation. IRC § 7701(a)(1).

Exhibit 1 - Page 5 of 15

- o The Secretary of the Treasury, a non-employee of USG,¹⁶ would convert, for purposes of income taxation, the Former Account Number into a so-called *taxpayer identification number* without my knowledge or consent via application of IRC (i.e., IRC § 6109(d) *Use of social security account number*), a species of the revenue laws of the United States with which, prior to being induced to authorize, via my silence, the opening of the Former Account by the giving of my apparent consent to the Former Social Security Contract, I had no nexus or relation or duty to know;
- o Under the pretext of a retirement program, USG intended [*Intentio inservire debet legibus, non leges intentioni*. Intentions ought to be subservient to the laws, not the laws to intentions.] to induce me to remain silent and thereby give my apparent consent to the Former Social Security Contract in order to:
 - Transform me into a member of the class defined as *Federal personnel* and a USG employee and resident and political franchisee and subject of the political, municipally incorporated District of Columbia and therefore a so-called *taxpayer* and *citizen of the United States* over whose life, liberty, and property USG exercise absolute legislative, executive, and judicial power;
 - Obligate me, as a constructive citizen and resident of the State of District of Columbia, to pay interest, in the form of income tax, on the national debt incurred by Congress and owed to private lenders; and
 - Make me responsible for the payment of Social Security retirement, survivor, and disabled benefits to third parties whom I do not know in order to attract more payroll taxpayers into the Social Security "retirement program" and, thereby, more income taxpayers to pay interest on the national debt incurred by Congress and owed to private lenders; and
- o To impute to my labor, for purposes of determination of federal income tax liability, a zero dollar value (\$0.00) [*Intentio carca, mala*. A hidden intention is bad.], in order to justify construing all my earnings to be 100% gains/profits/income for calculation of income-tax liability under the revenue laws of the United States [*Nemo debet rem suam sine facto aut defectu suo amittere*. No one should lose his property without his act or negligence.]; despite the fact that there is zero gains/profits/income in what one receives for his labor, an equal exchange of consideration between parties;
- o The Social Security retirement program has all the elements of a Ponzi scheme [*Non differunt quae concordant re, tametsi non in verbis iisdem*. Those things which agree in substance, though not in the same words, do not differ.], wherein the prospect of a program participant realizing a retirement benefit is a *gamble* [*Nemo tenetur seipsum infortunium et periculis exponere*. No one is bound to expose himself to misfortune and dangers.], completely dependent upon USG finding and luring into the scheme sufficient numbers of additional participants ("new investors") who enter the workforce and contribute ("invest") sufficient payroll taxes to offset loss of contributions ("investments") from retiring payroll taxpayers ("old investors") and still meet scheduled Social Security benefits (artificially high dividends) for retirees/survivors/disabled, each of which beneficiaries requires the contributions of multiple current workers ("new investors"), a scheme projected by you at www.ssa.gov to be operating in the red by 2019 and bankrupt by 2049;

¹⁶The U.S. Secretary of the Treasury receives no compensation for representing the United States. Senate Report No. 94-1148 of October 1, 1976 (re amendment of Bretton Woods Agreements Act, P.L. 94-364, 90 Stat. 2660, re § 2 (p. 8) of House Report 13955), 5942.

No person (e.g., Secretary of the Treasury) shall be entitled to receive any salary or other compensation from the United States for services as a Governor (of the World Bank, IMF, etc.). . . 22 USC § 226a(d)(1).

Exhibit 1 - Page 6 of 15

- o The sole beneficiaries of the principal part and object of the Social Security retirement program—*income-tax liability and income-tax revenue*—are private leaders;
- o USSSA is an extra-constitutional instrumentality run under the aegis of the municipal corporation, political state, and second national government known as District of Columbia (16 Stat. 419), doing business as United States®, which DBA is located in and synonymous with the District of Columbia (*supra*, n. 12); and
- o As of the Act of June 30, 1864 (*infra*), Congress is acting in bad faith toward Americans residing in the several states of the Union, in that the word “state,” as found in the dictionary, is converted into a term, found only in federal legislation, revised in the *Revised Statutes of the United States . . . 1873-’74 (infra)* to “State,” and the controlling definition thereof in all subsequent federal legislative acts, such as the 16th Amendment to the Constitution, IRC of 1986, and every federal title, comprehends only the District of Columbia and certain of the Territories as so-called *States (Actio exteriora indicant interiora secreta. Outward acts indicate the inward intent.)*; to the exclusion—per standard application of the rules of statutory interpretation [*Statutes in derogation of common law must be strictly construed.*] re use of the word “include” and the IRC term “includes” (IRC § 7701(c))—of the *several states of the Union* (not the de facto so-called *50 States*, “political subdivisions” of the United States®, also known as the District of Columbia); *to wit, respectively and in pertinent part:*

And be it further enacted, That wherever the word state is used in this act it shall be construed to include the territories and the District of Columbia, where such construction is necessary to carry out the provisions of this act. [“An Act to provide Internal Revenue to support the Government, to pay interest on the Public Debt, and for other Purposes,” Ch. 173, Sec. 182, 13 Stat. 223, 306, June 30, 1864]

The word “State,” when used in this Title, shall be construed to include the Territories and the District of Columbia, where such construction is necessary to carry out its provisions. . . . [*Revised Statutes of the United States, Passed at the First Session of the Forty-third Congress, 1873-’74, Title 35, Ch. 1, p. 601, approved retroactively as of the Act of March 2, 1877, amended and approved as of the Act of March 9, 1878*]

The term “State” includes the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, and American Samoa. [IRC § 3121(e)(2)]

Obligations imposed by universal law and, in pertinent part, CCC § 1709, provide:

One who willfully deceives another with intent to induce him to alter his position to his injury or risk, is liable for any damage which he thereby suffers.

Relying on representations from numerous disparate promoters, all of which run to USC, both before and at the time I was induced to authorize the opening of the Former Account and give, by my silence upon attaining the age of majority, my apparent consent to the Former Social Security Contract [*Qui tacet consentire videtur. He who is silent appears to consent.*], I was induced to alter my position from:

- * Constituent member of that certain body corporate and real and natural sovereign corporation known as *the good People of these Colonies*, trustor/creator/donor/grantor/settlor of the voluntary trust known as *the United States of America*, under the declaration of trust known as *The unanimous Declaration of the thirteen united States of America* of July 4, 1776, who, in individual capacity as one of *the People*—i.e. one of the beneficiaries of said trust, enjoys certain unalienable Rights with which all men are endowed by their Creator, among which are Life, Liberty, and the pursuit of Happiness—and *nontaxpayer*,¹⁷ i.e. [Sara Rice McFall®], without the scope of the revenue laws of the United States;—~~¶~~

¹⁷The revenue laws are a code or system in regulation of tax assessment and collection. They relate to taxpayers, and not to nontaxpayers. The latter are without their scope. No procedure is prescribed for

Exhibit 1 - Page 7 of 15

- Member of the class known as *Federal personnel*, USG employee, citizen and resident of the District of Columbia, citizen of the federal government, and so-called *individual, citizen of the United States, and person* and political franchisee with civil rights conferred by USG, wage slave liable for income tax and subject to the absolute legislative, executive, and judicial power of USG, and *taxpayer*, i.e., [SARA RICE MCFALL], both of the subject and of the object of the revenue laws of the United States and all legislation in the District of Columbia enacted under authority of the territorial clause of the Constitution, Article IV, Section 3, Clause 2.

Wherefore: It is not unreasonable to conclude that I assumed the political liabilities and obligations that came with the Former Social Security Contract and Former Account unwittingly [*Nemo praesens nisi intelligat. One is not present unless he understands.*] and gave, against interest [*Nemo agit in seipsum. No man acts against himself.*], USG apparent consent to exercise absolute legislative, executive, and judicial power over, among other things, my life, liberty, and property, an unconscionable bargain, thereby altering my position to my injury and risk [*Nemo tenetur seipsum infortunis et periculis exponere. No one is bound to expose himself to misfortune and dangers.*] based on representations from numerous disparate promoters, all of which run to USG—e.g. "You can't get a job without a social security number," "We require a social security number for a 1099 before we can pay you," "You can't remove your newborn from the hospital until he has a social security number," "We cannot issue a driver license without a social security number," etc.—and willful concealment of material facts in the Former Social Security Contract, cited *supra*, and gave my apparent consent to USG via the Former Social Security Contract and Former Account by mistake as a consequence thereof [*Non consentit qui errat. He who errs does not consent.*]*—*which apparent consent I certainly would not have given had such representations not been foisted on me or the material facts cited *supra* disclosed to me—thereby rendering it impossible to secure the mutual agreement and assent of the parties to substance and terms of contract [*Omnia praesumuntur legitime facta donec probetur in contrarium. All things are presumed to be done legitimately until the contrary is proved.*].

For the above reasons and on that basis, as authorized by law:

I hereby extinguish, as of the date by me last-below written, the Former Social Security Contract and Former Account by rescission [*Exceptio ejus rei cuius petitur dissolutio nulla est. There can be no plea of that thing of which the dissolution is sought. (Bouvier's Law Dictionary, 6th ed., 2.V. "Maxim")—Lex semper dabit remedium. The law will always give a remedy. — Perpetua lex est, nullam legem humanam ac positivam perpetuam esse; et clausula quae abrogationem excludit initio non valet. It is a perpetual law that no human or positive law can be perpetual; and a clause in a law which precludes the power of abrogation is void ab initio. — Ubi jus, ibi remedium. Where there is a right, there is a remedy. — When the common law and statute law concur, the common law is to be preferred.*] and disavow, *ab initio*, the said apparent consent given by me and obtained by USG through my mistake, and expressly disclaim and divest myself and any and all corruptions of my full true name, e.g. [SARA R MCFALL], now and forever, of any and all right of entitlement to receive immediate or deferred Social Security retirement or survivor benefits [*Quilibet potest renunciare juri pro se inducto. Any one may renounce a right introduced for his own benefit.*] under the Social Security retirement program of the Government of the United States, and expressly disavow and disclaim all such right of entitlement thereto and retain none [*Tout ce que la loi ne defend pas est permis. Everything is permitted, which is not forbidden by law.*], and disavow all purported duties, liabilities, and obligations associated with the political franchisee and person, i.e., the purported constructive citizen and resident of the District of Columbia, created via the Former Social Security Contract, i.e., [SARA RICE MCFALL], effective the date of the opening of the Former Account [*Errores ad sua principia referre, est refellere. To refer errors to their origin is to refute them.*].

non-taxpayers, and no attempt is made to annul any of their rights and remedies in due course of law. With them Congress does not assume to deal, and they are neither of the subject nor of the object of the revenue laws. *Long v. Rasmussen*, [9 Cir.] D.C. Mont. 1922, 281 F. 236.

Exhibit 1 - Page 8 of 15

10550875-123

10542315-3-0

Wherefore: I hereby declare void all forms, cards, documents, and contracts and other instruments of any kind whatsoever bearing my signature that may appear to evidence my consent or authorization in the Former Social Security Contract or Former Account, given by me and obtained by USG through my mistake [*Quod initio vitiosum est, non potest tractu temporis convalescere*. Time cannot render valid an act void in its origin.].

Be advised: Notwithstanding any provision that allows for termination of the Former Social Security Contract (*infra*), but not for termination/cessation of the express object thereof, i.e., right of entitlement to receive immediate or deferred Social Security retirement or survivor benefits—effectively nullifying any such provision via compelled acceptance of the selfsame “right of entitlement to receive Social Security benefits” [*Quilibet potest renouare juri pro se inducto*. Any one may renounce a right introduced for his own benefit.] that purported to make me a USG employee, citizen of the federal government, and resident of the District of Columbia [*Adjuvari quippe nos, non decipi, beneficis oportet*. For we ought to be helped by a benefit, not destroyed by it.], rendering the Former Social Security Contract an unconscionable bargain [*Contractus ex turpi causa, vel contra bonos mores nullus est*. A contract founded on an unlawful consideration or against good morals, is null.]—such provision nevertheless is rendered moot by the fact that at the time I gave my apparent consent and appeared to execute the Former Social Security Contract I was located without the geographical United States [*Locus contractus regit actum*. The place of the contract governs the act.], which, per IRC §§ 7701(a)(9), (10) and 7701(c) and standard rules of statutory interpretation [*Statutes in derogation of common law must be strictly construed*.], consists of the Commonwealth of Puerto Rico, Virgin Islands, Guam, American Samoa, Commonwealth of the Northern Mariana Islands, and District of Columbia and no other thing, a fact affirmed by you at http://www.ssa.gov/OP_Home/ssact/ssact.htm, which webpage enumerates all six de facto States of the so-called United States and excludes all the de jure several states of the Union, thereby rendering otiose, nugatory, and non-existent any right of entitlement to receive immediate or deferred Social Security retirement or survivor benefits and barring assertion of any claim to the contrary [*Quod alius bonum et justum est, si per vim vel fraudem petatur, malum et injustum efficitur*. What is otherwise good and just, if sought by force or fraud, becomes bad and unjust.] by any one or more of the doctrines of *equitable estoppel*, *legal estoppel*, and *estoppel by silence*; *to wit*, *in pertinent part*:

Each agreement shall contain provisions for its possible termination. If an agreement is terminated, entitlement to benefits and coverage acquired by an individual before termination shall be retained. . . . [Title 20 CFR Employees' Benefits § 404.1905 *Termination of agreements*]

Be further advised: This *Extinguishment by Rescission, Disavowal of Consent, and Divestment of Right of Entitlement* and its contents are binding on every principal and agent re the subject matter set forth herein; and shall, along with the accompanying Affidavit of Mailing, be entered in evidence in any civil or criminal proceeding that may arise in connection therewith.

Be further advised: As one without the scope of the revenue laws of the United States, e.g. Titles 42 and 26 of the United States Code, I enjoy all rights and remedies in due course of law against officers and employees of the United States who, in discharge of discretionless ministerial duties, commit without authority, contrary to their duty, and in violation of the due process of the Constitution and the revenue laws of the United States, positive acts of trespass for which they are personally liable¹⁸ [*Nemo damnum facti, nisi qui id fecit quod facere jus non habet*. No one is considered as committing damages, unless he is doing what he has no right to do.].

Be further advised: Those officers, employees, or elected officials or political subdivisions, agencies, or instrumentalities of the United States or District of Columbia who wish to correspond with me are hereby

¹⁸[7] The distinction between persons and things within the scope of the revenue laws and those without them is vital. See *De Lima v. Bidwell*, 182 U. S. 176, 179, 21 Sup.Ct. 743, 45 L.Ed. 1041. To the former only does section 3224 apply (see cases cited in *Violette v. Walsh* [D.C.] 272 Fed. 1016), and the well-understood exigencies of government and its revenues and their collection do not serve to extend it to the latter. It is a shield for official action, not a sword for private aggression. . . . *Long v. Rasmussen*, [9 Cir.] D.C.Mont. 1922, 281 F. 236.

Exhibit 1 - Page 9 of 15

gives Notice via you and USPSA—origin of the counterfeit items between USPO and me and from which all other such connections are derived—of my true, correct, complete, proper, and authorized mailing location [Quantity, jurisdiction, country, state, and postal jurisdiction has its bounds], which appears at the top of this *Extinguishment by Rejection, Divorcement of Consent, and Divorcement of Right of Establishment* and is devoid of the two-character United States Postal Service® State-Identifier for the so-called State of California, i.e., "CA," a so-called political subdivision of the so-called United States, also known as the District of Columbia, and numerical identifier of a particular United States Post Office™ or delivery unit known as a ZIP Code™.

As one who resides neither in the United States, i.e., the District of Columbia, nor a political subdivision thereof nor a State, such as, respectively, the State of California or the Commonwealth of the Northern Mariana Islands, I have taken appropriate measure to ensure that any improperly addressed mailpiece that arrives in my mailbox by mistake is returned to sender, unopened. Commission of any act by you or any other USPSA officer or employee against me or any corruption of my full true name, aliasing, expressly or tacitly, actual or constructive residence in territory or property belonging to the United States, as signified by two-character, United States Postal Service® designator, such as "CA," or numerical identifier of a particular United States Post Office™ or delivery unit known as a ZIP Code™, as aforesaid, in contravention of the express provisions of this *Extinguishment by Rejection, Divorcement of Consent, and Divorcement of Right of Establishment*, is unauthorized and willful and will result in undue expense and burden to the United States Postal Service® and shall constitute, without limitation, an act of bad faith, constructive fraud, and trespass on your part for which, in the event of damage, you are personally liable.

I, [Sara Rice McFall], do hereby swear, declare, and affirm [Not an another individual later known your jurisdiction. There is no stranger link among men than an oath.] that I have obtained this *Extinguishment of Contract by Rejection by Reason of the Giving of Consent by Mistake, Divorcement of Apparent Consent, and Divorcement of Right of Establishment to Receive Social Security Retirement or Survivor Benefit* and any accompanying documents and that, in accordance with my best furnished personal knowledge and belief, in true, correct, and complete [Get some dick, wild cocks. He who says all excludes nothing.]. This avowment of [Sara Rice McFall] is based on all information of which [Sara Rice McFall] has any knowledge.

Date: [November 02, 2024]

Sara Rice McFall
Sara Rice McFall

10-30-2024 *CHRISTOPHER BARKER*
Date: Witness: [Name, printed]
10-30-2024 *Brian Salas*
Date: Witness: [Name, printed]
10-30-2024 *Michael Tucker*
Date: Witness: [Name, printed]



Recipient: Addressee of Mailing

STATE OF MISSOURI
COUNTY OF RIPLEY

This instrument was acknowledged before me this 30 day of DECEMBER 2024

by *Lisa Kay Ball* *Lisa Kay Ball*
Notary Public's Signature Notary Name
My Commission Expires 07-24-2026

EXHIBIT 1 - Page 10 of 15
EXHIBIT 1

Federal Record of Congress 13-Statute-223, page 306-Chap.-173.
Section-182-go-to-turn-to-image-306-June-30,-1864

306

THIRTY-EIGHTH CONGRESS. Sess. I. Ch. 173, 174. 1864.

Penalty for selling article liable to tax before tax is paid.

required to pay any tax upon any article, goods, wares, merchandise, or manufactures, as herein provided, shall sell, or cause or allow the same to be sold, before the tax to which such article, goods, wares, merchandise, or manufacture is legally liable, is paid, with intent to avoid such tax, or in fraud of the revenue herein provided, any debt contracted in the sale of such article, goods, wares, merchandise, or manufactures, or any security given therefor, unless the same shall have been bona fide transferred to the hands of an innocent holder, shall be entirely void, and the collection thereof shall not be enforced in any court. And if any such article, goods, wares, merchandise, or manufacture has been paid for, in whole or in part, the sum so paid shall be deemed forfeited, and any person who will sue for the same in an action of debt shall recover of the seller the amount so paid, one half to his own use, and the other half to the use of the United States.

Appropriation for expenses of internal revenue acts.

SEC. 181. *And be it further enacted*, That four hundred thousand dollars, or so much thereof as may be necessary for the payment of the expenses incident to carrying into effect the various acts connected with internal revenue which are or may be authorized and payable after the first of July, eighteen hundred and sixty-four, is hereby appropriated for that purpose, payable out of any money in the treasury not otherwise appropriated, to be expended under the direction of the Secretary of the Treasury. And it shall be the duty of the collectors of internal revenue, as the secretary may direct, to act as disbursing agents to pay the aforesaid expenses, without increased compensation therefor, who shall give good and sufficient bonds for the faithful performance of their duties as such disbursing agents for such sum and in such form as shall be prescribed by the first comptroller of the treasury, subject to the approval of the Secretary of the Treasury: *Provided*, That the aforesaid appropriation shall continue in force to the thirtieth day of June, eighteen hundred and sixty-five, and thereafter the Secretary of the Treasury shall embrace in his annual estimates the amount which, in his opinion, will be required for the expenses of this branch of the public service.

Collectors to be disbursing agents.

Word "state" to include "territories" and District of Columbia.

SEC. 182. *And be it further enacted*, That wherever the word "state" is used in this act, it shall be construed to include the territories and the District of Columbia, where such construction is necessary to carry out the provisions of this act.

APPROVED, June 30, 1864.

June 30, 1864.

CHAP. CLXXIV. -- An Act to regulate Prize Proceedings and the Distribution of Prize Money, and for other Purposes.

Duty of commanders of vessel making captures. Documents.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That it shall be the duty of the commanding officer of any vessel or vessels making a capture to secure the documents of the ship and cargo, including the log-book, with all other documents, letters, and other papers found on board, and make an inventory of the same, and seal them up, and send them, with the inventory, to the court in which proceedings are to be had, with a written statement that they are all the papers found, and in the condition in which they were found, or explaining the absence of any documents or papers, or any change in their condition. He shall send to said court, as witnesses, the master, one or more of the other officers, the supercargo, purser, or agent of the prize, and any person found on board whom he may suppose to be interested in, or to have knowledge respecting, the title, national character, or destination of the prize. He shall send the prize, with the documents, papers, and witnesses, under charge of a competent prize master and prize crew, into port for adjudication, explaining the absence of any usual witnesses; and in the absence of instructions from superior authority as to the port to which it shall be sent, he shall select such port as he shall

Witnesses.

Prize master and crew.

10550973.1.26
10662745.1.17

Exhibit 1 - Page 11 of 15

Affidavit of Mailing

United States of America }
 (Union-Missouri) } ss.
 (Ripley) County }

I am over 18 years of age and not a party to the within action. My mailing location is:

[Lisa Kay Ball]
 [718 East Pine Street]
 [Doniphan, Union-Missouri]

On the (02) day of [November] 2024, I mailed one original of the following:

Extinguishment of Contract by Rescission by Reason of the Giving of Consent by Mistake, Disavowal of Apparent Consent, and Divestment of Right of Settlement to Recieve Social Security Retirement or Survivor Benefits dated November 2, 2024, subscribed and sworn to by [Sara Rice McFall], with three (3) subscribing witnesses, eight (8) pages in length,

a total of nine (9) pages mailed herewith, including all enclosure/attachment pages (not including this Affidavit of Mailing), by United States Postal Service® Certified Mail™ #989 0710 3270 0393 3555 08, in a sealed envelope with postage pre-paid, properly addressed to Martin J. O'Malley, Commissioner as follows:

Martin J. O'Malley, Commissioner
 United States Social Security Administration
 6401 Security Boulevard
 Baltimore, MD 21235

I, [Lisa Kay Ball], do hereby certify upon penalty of perjury under the civil and penal codes of [Union-Missouri] that the foregoing is true, correct, and complete and that this Affidavit of Mailing is executed [11/2/24], at [Missouri-state].

Lisa Kay Ball
 [Notary Lisa Kay Ball]

STATE OF MISSOURI
 COUNTY OF ~~DAVENPORT~~

11-02-2024 *James Jay Pauliff*
 Date Witness: [Name, printed]
11-02-2024 *Melissa Mayo*
 Date Witness: [Name, printed]
11-02-2024 *Cindy Randolph*
 Date Witness: [Name, printed]

This instrument was acknowledged before me this 02 day of NOVEMBER, 2024, by Lisa Kay Ball

Dave W. Lundy *Dawn M. Lundy*
 Notary Public My Commission Expires 4/19/2025
 Notary Name

DAVE W. LUNDY
 Notary Public - Notary Seal
 STATE OF MISSOURI
 Butler County
 My Commission Expires: Apr. 18, 2025
 Commission # 17382700

10550873.127

Exhibit 1 - Page 12 of 15

AFFIDAVIT

State of Missouri)
) ss.
 County of Ripley)

Affidavit of Rejection of Documents (Exhibit 1) for Filing by the 36th Judicial Circuit Court, Ripley County, Missouri

I, Lisa Kay Ball, being duly sworn, depose and state as follows:

1. On October 30, 2024, I attempted to file attached Exhibit 1 on behalf of Sara Rice McLeod, also known as Sara Rice McFall, into Case No. 24RI-CR00308 with the Ripley County Circuit Clerk's Office.
2. The Ripley County Circuit Clerk refused to accept and file attached Exhibit 1 documents into the record for Case No. 24RI-CR00308, despite my formal request.
3. I believe this refusal by the Ripley County Circuit Clerk Deputy to file Exhibit 1 court documents into Case No. 24RI-CR00308 constitutes an obstruction of judicial procedure for Sara Rice McLeod/Sara Rice McFall (maiden name) outlined in **RSMo 575.020**.
4. I respectfully submit this affidavit to document the refusal, as this act directly impedes the legal rights of Sara Rice McLeod/Sara Rice McFall and constitutes violation(s) under Missouri state law.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

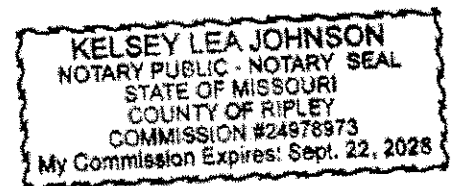
Date: November 4, 2024

Signature: Lisa Ball
 Lisa Ball

Subscribed and sworn to before me on this 4th day of November, 2024.

Notary Public: Kelsey Lea Johnson

My Commission Expires: 10/22/28



LEGAL NOTICE

The Certifying Notary is an independent contractor and not a party to this claim. In fact, the Certifying Notary is a Federal Witness Pursuant to TITLE 18, PART 1, CHAPTER 73, SEC. 1512, *Tampering with a witness, victim or an informant*. The Certifying Notary also performs the functions of a quasi-Postal Inspector. Under the Homeland Security Act, by being compelled to report any violation U.S. Postal regulations as an Officer of the Executive Department. Intimidating a Notary Public under the Color of Law is a violation of Title 18, U.S. Code, § 242, titled "Deprivation RIGHTS under Color of law," which primarily governs police misconduct investigations. The statute makes it a crime for any person acting under the Color of Law to willfully deprive any individual residing in the United States and/or United States of America those rights protected by the Constitution or U.S. laws.

Exhibit 1 - Page 13 of 15

RSMo 575.020. Obstructing government operations — penalty.

1. A person commits the offense of obstructing government operations if he or she purposely obstructs, impairs, hinders, or perverts the performance of a governmental function by using or threatening to use violence, force, or physical interference or obstacle.
2. The offense of obstructing government operations is a class B misdemeanor unless the obstruction is to prevent the execution of a process of law, in which case it is a class A misdemeanor.

Exhibit J - Page 14 of 15

STATE OF MISSOURI)
) SS.
 COUNTY OF RIPLEY)

IN THE 36th JUDICIAL CIRCUIT COURT OF RIPLEY COUNTY, STATE OF MISSOURI

STATE OF MISSOURI)	
)	
Plaintiff,	)	Cause No. 24RI-CR00308
)	
vs.	)	Division II (Criminal Division)
)	
SARA RICE MCFALL)	
)	
Defendant.)	

MOTION TO TERMINATE PUBLIC DEFENDER AND REQUEST FOR TIME TO OBTAIN PRIVATE COUNSEL

COMES NOW, Sara Rice McFall, and respectfully moves this Court for an Order allowing her to terminate her current representation by the Public Defender and request additional time to retain private counsel. In support of this motion, Sara Rice McFall states as follows:

1. **Termination of Public Defender:** Sara Rice McFall wishes to proceed with private legal counsel and Sara Rice McFall requests to terminate the services of her appointed Public Defender, Mr. Jordan Cantoni, Mo Bar No. 65345.
2. **Request for Additional Time:** Sara Rice McFall requests a period of three (3) weeks to locate and secure private representation, understanding the importance of finding counsel who can adequately represent her interests in this matter.
3. **No Prejudice to Proceedings:** Sara Rice McFall believes that this request for additional time will not unduly delay the proceedings and will ensure that she receives effective representation throughout this process.

WHEREFORE, Sara Rice McFall respectfully requests this Honorable Court grant her Motion to Terminate the Public Defender's services and allow her three (3) weeks to retain private counsel, and for such other relief as the Court deems just and proper.

DATED this 30th day of October, 2024.

Respectfully Submitted,

Sara Rice McLeod / Sara Rice McFall

/s/ Sara Rice McLeod/Sara Rice McFall
 Ripley County Detention Center
 301 Lafayette Street
 Doniphan, MO, 63935

10950873.1.30

Exhibit 1 - Page 15 of 15

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of October, 2024, a true and accurate copy of the foregoing Motion was filed and sent through the Missouri e-Filing system to all counsel of record.

Sara Rice McLeod / Sara Rice McFall

/s/ Sara Rice McFall
Sara Rice McFall
Ripley County Detention Center
301 Lafayette Street
Doniphan, MO, 63935

NOTARY ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF RIPLEY)

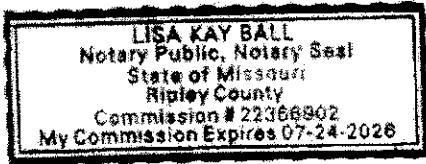
On this 30th day of October, 2024, before me, Lisa Ball, a Notary Public in and for the State of Missouri, personally appeared Sara Rice McLeod, also known as Sara Rice McFall (maiden name), who is personally known to me (or has provided satisfactory evidence of identity) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Lisa Kay Ball

Lisa Ball, Notary Public

My Commission Expires: 07-24-2026
(Seal)



NO RECORD

STATE OF MISSOURI



EXHIBIT 2

Page 1 of 7

John R. Ashcroft
Secretary of State

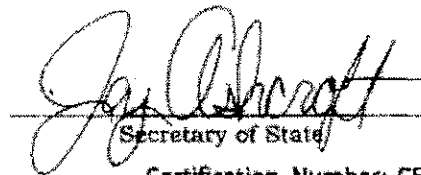
CORPORATION DIVISION CERTIFICATE OF NO RECORD

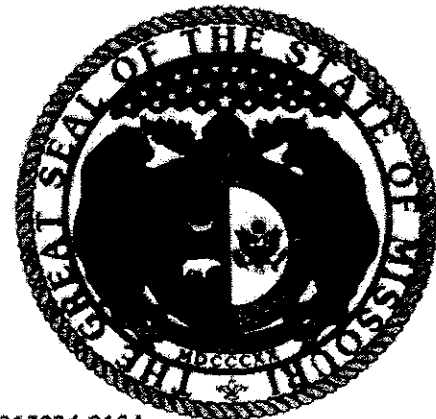
I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that there are no records in my office and in my care and custody as the Secretary of State which show that

BOYD LAW OFFICE, L.L.C.

is not, nor has ever been registered as a Foreign or Domestic Corporation, Foreign or Domestic Limited Partnership, Foreign or Domestic Limited Liability Company, Foreign or Domestic Limited Liability Partnership, Foreign or Domestic Limited Liability Limited Partnership, under the Fictitious Name Act, or any other business entity required by law to file with the Secretary of State.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 21st day of October, 2024.


Secretary of State



Certification Number: CERT-10212024-0104

STATE OF MISSOURI)
)
COUNTY OF RIPLEY)

**IN THE CIRCUIT COURT OF RIPLEY COUNTY
STATE OF MISSOURI**

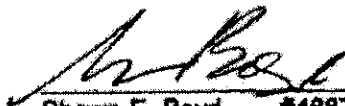
STATE OF MISSOURI)
Plaintiff,)
)
vs.)
)
SARA McFALL,)
Defendant.)

Case no. 21RI-CR00579

Case no. 21RI-CR00580 ?? Does not exist!

ENTRY OF APPEARANCE

COMES NOW Shawn E. Boyd, and enters his appearance in the above captioned matter for the Defendant, Sara McFall.



Shawn E. Boyd #46871
BOYD LAW OFFICE, L.L.C.
126 Washington St.
Doniphan, MO 63935
Ph: (573) 998-5901

STATE OF MISSOURI)
)
COUNTY OF RIPLEY)

**IN THE CIRCUIT COURT OF RIPLEY COUNTY
STATE OF MISSOURI**

STATE OF MISSOURI)
Plaintiff,)
vs.)
SARA McFALL,)
Defendant.)

Case no. 21RI-CR00579

Case no. 21RI-CR00580

?? Does not exist!

DEFENDANT'S REQUEST FOR DISCOVERY

Defendant requests the following within ten days and throughout the duration of this cause, pursuant to Rule 25.03:

1. The names and last known addresses of persons whom the State intends to call as witnesses at any hearing or trial, together with their written or recorded statements and existing memoranda reporting or summarizing part of all of their oral statements;
2. The substance of any oral or written statements made by the Defendant or by a Co-Defendant, and any written memoranda or recordings of such statements, a list of all witnesses in the making and a list of all witnesses to the acknowledgement of such statements, and a list of the last known addresses of such witnesses;
3. Those portions of any existing transcript of grand jury proceedings which relate to the offense with which Defendant is charged, containing testimony of the Defendant and testimony of persons whom the State intends to call as witnesses at any hearing or at trial;
4. Any existing transcripts or recordings of the preliminary hearing and of any prior trial held in the Defendant's case if the State has such in its possession or if such is available to the State;
5. A list of any expert witnesses and any reports or statements of such experts, made in connection with this particular case which the State intends to use at any hearings or at

Exhibit 2: Page 4 of 7

- trial, including results of physical or mental examinations and of scientific tests, experiments or comparisons;
6. A list of any books, papers, documents, photographs or objects, which the State intends to use as exhibits or introduce into evidence at any hearing or at trial, including a list of any such items obtained from or belonging to the Defendant;
 7. Any record of prior criminal convictions, pleas of guilty or findings of guilt of persons the State intends to call as witnesses at any hearings or at trial;
 8. A written statement by counsel for the State setting forth the facts relating to the time, place and person making any photographic or electronic surveillance relating to the offense of which this Defendant is charged;
 9. Any material or information, within the possession or control of the State which tends to negate the guilt of the Defendant as to the offense charged, mitigate the degree of the offense charged, or reduce the punishment;
 10. If the State expects notice of any defense of alibi, the _____ date, time and place of the alleged offense;
 11. The Defendant requests that the Prosecuting Attorney make a diligent, good faith effort to obtain any of the above items or information which may be in the possession or control of any other government personnel, under the authority of Rule 25.03(c).

Respectfully Submitted:



Shawn E. Boyd #46871
BOYD LAW OFFICE, L.L.C.
126 Washington St.
Doriphan, MO 63935
Ph: (573) 996-5901
Email: sboydlaw@netscape.net

ST V SARA MCFALL

[RIPWC00003]

Exhibit 2: Page 5 of 7

Description	ST V SARA MCFALL SENTENCING JUDGE PRITCHETT PA: MATT MICHEL DFT: SARA MCFALL ADFT: SHAWN BOYD CLERK: RUTH AUSTIN		
Date	1/6/2023	Location	[RIPWC00003]

Time	Speaker	Note
9:48:15 AM	OPENING	JUDG
9:51:24 AM	ADFT	ARRAIGNMENT WAIVED
9:51:31 AM	JUDGE	SWEARS IN DFT
9:51:43 AM	JUDGE X DFT	
9:52:33 AM	PA	RANGE OF PUNISHMENT
9:52:54 AM	JUDGE, DFT	ADVISEMENT OF RIGHTS
9:54:10 AM	JUDGE, ADFT	
9:54:48 AM	JUDGE, PA	PLEA NEGOTIATIONS
9:55:24 AM	JUDGE, ADFT, DFT	
9:55:50 AM	JUDGE, DFT	GUILTY PLEA ENTERED
9:56:16 AM	JUDGE, PA	EVIDENCE PRESENTED
9:57:54 AM	JUDGE, DFT	FINDINGS OF PLEA ACCEPTED
9:58:58 AM	JUDGE, ADFT	
9:59:02 AM	JUDGE	SENTENCE OF 7 YRS SES
10:00:31 AM	JUDGE, DFT	
10:03:42 AM	JUDGE	ADVISEMENT OF RIGHTS UPON CONVICTION
10:04:45 AM		END



IN THE 36TH JUDICIAL CIRCUIT COURT, RIPLEY COUNTY MISSOURI **Exhibit 2: Page 6 of 7**

Judge or Division : MICHAEL MARTIN PRITCHETT (29811)		Case Number : 21RI-CR00579-01 <input type="checkbox"/> Change of Venue from	
		Offense Cycle No : DC002338	
State Of Missouri Defendant: SARA R MCFALL (MCFSR4554) 36 Gary Drive Doniphan, Mo 63935		vs. Prosecuting Attorney/MO Bar No: MATTHEW PETER-GEORG MICHEL (68268)	
DOB : 06-Aug-1986 SSN : 486084554 SEX : F		Defense Attorney/MO Bar No : SHAWN EDWARD BOYD (46871)	
Pre-Sentence Assessment Report Waived		Appeal Bond Set Date : Amount :	
Judgment			

	Charge #	Charge Date	Charge Code	Charge Description
Original Charge:	1	10-Oct-2021	565.050-002Y202013.0	Assault - 1st Degree Or Attempt (Felony B RSMo: 565.050)
Amended To:	1	10-Oct-2021	565.052-001Y202013.0	Assault - 2nd Degree (Felony D RSMo: 565.052)

Disposition: 06-Jan-2023 Guilty Plea
Order Date: 06-Jan-2023 **Sentence or SIS :** Incarceration DOC
Length : 7 Years **Start Date :** 06-Jan-2023
Text : Court 1 - Defendant sentenced to 7 Years Doc, SES and court cost.
Conc/Cons : CONCURRENT; ANY OTHER CASE
EXECUTION OF SENTENCE SUSPENDED

	Charge #	Charge Date	Charge Code	Charge Description
Original Charge:	2	10-Oct-2021	571.015-001Y202052.0	Armed Criminal Action (Felony Unclassified RSMo: 571.015)
Disposition:	06-Jan-2023	Dismissed by Prosec/NoRe Pros		
Program :	PROBATION	Agency :	Division of Probation and Parole	
Classification :	SUPERVISED			
Associated To :	Charge 1			
Start Date :	06-Jan-2023	Due to End :	06-Jan-2028	

Defendant's Probation has not been revoked.

The court informed the defendant of verdict/finding, asks the defendant whether he has anything to say why judgment should not be pronounced, and finds that no sufficient cause to the contrary has been shown or appears to the court. **Exhibit 19 Page 7 of 7**

Defendant has been advised of his/her rights to file a motion for post-conviction relief pursuant to **Supreme Court Rule 24.035/29.15** and the court has found **No Probable Cause** to believe that defendant has received ineffective assistance of counsel.

The Court orders:

Pursuant to section 558.031.2, RSMo, Defendant shall receive credit of _____ days toward the service of Defendant's sentence for time spent in prison, jail, or custody after the offense occurred and before conviction.

That Judgment entered in favor of the State of Missouri and against the defendant for the sum of **\$46.00** for the Crime Victims Compensation fund. Judgment is **Not Satisfied**.

Costs taxed against Defendant

The Court further orders:

06-Jan-2023 Judgment CVC \$46 - Other

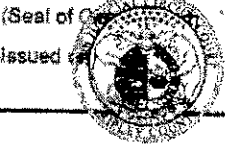
06-Jan-2023 Defendant Sentenced

Count 1 - Defendant sentenced to 7 Years Doc, SES, 5 Years of Probation

So Ordered on: 21RI-CR00579-01 ST V SARA R MCFALL

1/10/2023 _____
Date Judge

I certify that the above is a true copy of the original Judgment and Sentence of the court in the above cause, as it appears on record in my office.



(Seal of Court) Issued on 1/10/2023 _____
Date Clerk

Some Conflicts Are Without a Cure

By Melody Nashan

Many lawyers believe that all conflicts of interest are waivable. There are, however, both consentable and nonconsentable conflicts of interest "[S]ome conflicts are nonconsentable, meaning that the lawyer involved cannot properly ask for such agreement or provide representation on the basis of the client's consent."¹

The comments to Rule 4-1.7 provide the steps a lawyer must take to address a conflict of interest problem:

- (1) clearly identify the client or clients;
- (2) determine whether a conflict of interest exists;
- (3) decide whether the representation may be undertaken despite the existence of a conflict, *i.e.*, whether the conflict is consentable; and
- (4) if so, consult with the clients affected under Rule 4-1.7(a) and obtain their informed consent, confirmed in writing. The clients affected under Rule 4-1.7(a) include both of the clients referred to in Rule 4-1.7(a)(1) and the one or more clients whose representation might be materially limited under Rule 4-1.7(a)(2).²

Step three is critical, yet often skipped by many practitioners.

Conflicts of interest arising from a lawyer's former representation of a client are consentable if that consent is informed and confirmed in writing.³ But, not all conflicts of interest arising

from the representation of *current* clients are consentable. The operative Rule of Professional Conduct is 4-1.7. It provides:

(a) Except as provided in Rule 4-1.7(b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

(1) the representation of one client will be directly adverse to another client; or

(2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client, or a third person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under Rule 4-1.7(a), a lawyer may represent a client if:

(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;

(2) the representation is not prohibited by law;

(3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a

tribunal; and

(4) each affected client gives informed consent, confirmed in writing.

Conflicts that are not consentable, therefore, are (1) conflicts in which the lawyer cannot reasonably believe he can provide competent and diligent representation to each affected client, (2) conflicts in which the representation is prohibited by law, and (3) conflicts in which the representation involves assertion of a claim by one client against another client in the same litigation or other proceeding.⁴ If any one of the three is present, the issue of consent is not reached, *i.e.*, that conflict cannot be waived by the clients.

Client loyalty, of course, is the basis for prohibiting conflicts of interest. "Loyalty and independent judgment are essential elements in the lawyer's relationship to a client."⁵ The Supreme Court of Missouri has emphasized that "the nature of a lawyer's profession necessitates the utmost good faith toward his client and the highest loyalty and devotion to his client's interests."⁶ Recently, the Missouri Court of Appeals wrote: "The lawyer-client relationship is grounded in the fundamental understanding that a lawyer will give his or her complete and undivided loyalty to the client, fully applying the lawyer's professional training, ability, and judgment."⁷

Whether a conflict is prohibited by applicable law is a simple concept.⁸ Also, it is easy to understand why lawyers may not represent opposing



parties in the same litigation, regardless of the clients' consent.⁹ "Representation of clients whose interests are directly adverse in the same litigation constitutes the 'most egregious conflict of interest.'"¹⁰ Other nonconsentable conflicts, however, may not be so obvious. In *State ex rel. Horn v. Ray*,¹¹ the Missouri Court of Appeals recently analyzed whether a conflict was consentable where the lawyer sought to represent both the defendant and the alleged victim in the State's prosecution of that defendant for second-degree domestic assault. The alleged victim was the defendant's wife. The lawyer obtained affidavits executed by the clients purporting to waive "any conflict of interest" and asserting that neither client would testify at the trial.¹² The county prosecutor moved to disqualify the lawyer. When the trial court denied the motion to disqualify, the prosecutor petitioned the court of appeals for a writ of prohibition.¹³

The court of appeals found that the lawyer could not reasonably believe that he would be able to provide competent and diligent representation to both the defendant and alleged victim in the criminal prosecution.

Counsel's duty of loyalty to the defendant ... prevents counsel from fairly presenting to the victim all possible courses of action because some of those options – most notably testifying against the defendant – would be detrimental to the defendant. Counsel's duty of loyalty to the defendant thus plainly forecloses alternatives that otherwise might be recommended to the victim. ... Likewise, counsel's duty of loyalty to the victim prevents

counsel from fairly presenting to the defendant all possible courses of action because some of those options – such as testifying that the victim lied about events leading to the instant charges or claiming self defense – would be detrimental to the victim. Thus, counsel's duty of loyalty to the victim forecloses alternatives that would otherwise be available to the defendant....¹⁴

"In our circumstances, counsel's duty of loyalty to one client naturally compromises his duty of loyalty to the other."¹⁵

Rule 4-1.7(b)(1) specifies an objective test as to whether the lawyer "reasonably believes" he can provide competent and diligent representation to both clients. Rule 4-1.0(h) provides: "'Reasonable' or 'reasonably' when used in relation to conduct by a lawyer denotes the conduct of a reasonably prudent and competent lawyer." One commentator succinctly explained: "Unless each client has the same opportunity to achieve a good result with the 'conflicted' lawyer as she would with an independent lawyer, the lawyer cannot represent both clients."¹⁶

The court of appeals also found that counsel in *State ex rel. Horn v. Ray* could not meet subsection (b)(3) of Rule 4-1.7. Remember, all requirements of 4-1.7(b) must be met. Rule 4-1.7(b)(3) prohibits representation by a lawyer of two clients in the same litigation, or other proceeding before a tribunal, where one client is asserting a claim against the other. The lawyer argued that because the alleged victim had chosen not to testify, the clients' interests were the same. The court of appeals was not persuaded.

Looking to the plain language of the rule, the court found that Rule 4-1.7(b)(3) applied to "clients" in the same litigation or proceeding, not only to opposing parties.¹⁷ The court found that the alleged victim in *State ex rel. Horn v. Ray*, at least initially, had asserted a claim when she reported allegations against the defendant to the police and sought the State's protection.¹⁸ The court held that the defendant and alleged victim could not, therefore, consent to the conflict of interest.¹⁹

Also, sometimes conflicts are not consentable because "informed consent" cannot, in a practical sense, be obtained. Rule 4-1.0(e) defines informed consent:

"Informed consent" denotes the agreement by a person to a proposed course of conduct after the lawyer has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct.

Informed consent, therefore, requires the lawyer to disclose to the affected clients the pros and cons of consenting to the representation despite the conflict of interest. "Ordinarily, this will require communication that includes a disclosure of the facts and circumstances giving rise to the situation, any explanation reasonably necessary to inform the client or other person of the material advantages and disadvantages of the proposed course of conduct, and a discussion of the client's or other person's options and alternatives."²⁰ Any consent obtained must be "knowing, intelligent, and voluntary."²¹

The client must be capable of giving consent. In *In re Schaefer*, Client A was so obsessed with Client B that

the Supreme Court of Missouri found that the lawyer reasonably should have known that Client A's judgment was impaired and that he could not give knowing consent to any transaction involving Client B.²² "The client must be of sufficiently sound mind to assent to the conflict, to understand the consequences of consent, and to exercise judgment in the matter."²³ The client must not be unduly influenced by another person.²⁴ "Consent purportedly given by a client whom the lawyer should reasonably know lacks capacity to give consent is ineffective."²⁵

There also may be situations where the lawyer simply cannot obtain informed consent because, for example, he cannot disclose information to one client because it is confidential information the lawyer has obtained from another client. Rule 4-1.6(a) prohibits lawyers from disclosing confidential information of a client unless the client gives informed consent, the disclosure is impliedly authorized, or it is permitted by Rule 4-1.6(b). If the lawyer must disclose confidential information from Client A to Client B in order for Client B to have adequate information to decide whether to consent to the conflict, the lawyer will have to obtain Client A's informed consent to disclose that confidential information, per Rule 4-1.6(a). Again, the lawyer would have to fully disclose to Client A all the material risks of and reasonable alternatives to that disclosure by Client A of confidential information to Client B.

Finally, if a lawyer does jump all the hurdles and obtain informed consent to a conflict of interest, that informed consent must be confirmed in writing. "Confirmed in writing," when used in

reference to the informed consent of a person, denotes informed consent that is given in writing by the person or a writing that a lawyer promptly transmits to the person confirming an oral informed consent.²⁶

While it might seem easier to skip over the more involved steps and go straight to seeking informed consent to a conflict of interest, the analysis cannot start there. Attorneys must first analyze the facts of the case and the nature of the representation to determine, objectively, whether they will be able to give impartial and candid advice to both clients, and to advance the interests of both clients. If the conflict is consentable, that prior thorough analysis of the requirements in Rule 4-1.7(b) will better equip attorneys to make the disclosures necessary to obtain truly informed consent.

Many tools are available to help lawyers analyze potential conflicts. Rule 4-1.7 and its comments provide helpful and rather extensive guidance. Some concerned lawyers analyze potential conflicts by brainstorming about all the things that could go wrong in a joint representation. Others take it a step further and try to consider all the arguments a plaintiff's malpractice attorney reasonably could make in a case against them. Others seek advice from their insurance carrier's risk managers and/or from the Legal Ethics Counsel. Whatever tools attorneys use, they should not assume that consent cures all ills.

Endnotes

- 1 Rule 1.7 cmt. [14].
- 2 Rule 4-1.7 cmt. [2].
- 3 Rule 4-1.7.
- 4 Rule 4-1.7(b)(1) - (3).
- 5 Rule 4-1.7 cmt. [1].

6 *In re Oliver*, 283 S.W.2d 648, 655 (Mo. banc 1955), quoting *In re Thomason's Estate* 144 S.W.2d 79, 83 (Mo. 1940).

7 *State ex rel. Horn v. Ray*, 325 S.W.3d 506, 507 (Mo. App. 2010).

8 "For example, in some states substantive law provides that the same lawyer may not represent more than one defendant in a capital case, even with the consent of the client, and under federal criminal statutes certain representations by a former governmental lawyer are prohibited, despite the informed consent of the former client. In addition, decisional law in some states limits the ability of a governmental client such as a municipality to consent to a conflict of interest." Rule 4-1.7 cmt. [16].

9 Rule 4-1.7(b)(3); Rule 4-1.7 cmt. [25].

10 *State ex rel. Horn v. Ray*, 325 S.W.2d at 509, quoting *Nunez v. Lovell*, Civil No. 2005-7, 2008 WL 4525835, *3 (D.V.I., Oct. 3, 2008).

11 325 S.W.3d 500 (Mo. App. 2010).

12 No evidence was presented as to what information, other than the right not to testify, was explained to the clients about the conflict of interest posed by the joint representation, or how the conflict might affect the lawyer's representation of each client. *Id.* at 503-04.

13 *Id.* at 504.

14 *Id.* at 508.

15 *Id.*

16 W. BRADLEY WENDEL, PROFESSIONAL RESPONSIBILITY: EXAMINED & EXPLAINED 296 (2d ed. 2007).

17 Rule 4-1.7(b)(3).

18 *State ex rel. Horn v. Ray*, 325 S.W.3d at 509.

19 *Id.*

20 Rule 4-1.0 cmt. [6].

21 *In re Schaeffer*, 824 S.W.2d 1, 3 (Mo. banc 1992); *State ex rel. Union Planters Bank, N.S. v. Kendrick*, 142 S.W.3d 729, 739 (Mo. banc 2004).

22 *Schaeffer*, 824 S.W.2d at 4.

23 *Id.* at 3.

24 *Id.*

25 *Id.*

26 Rule 4-1.0(b).

Melody Nashan is staff counsel for the Office of Chief Disciplinary Counsel in Jefferson City.



IN THE 36TH JUDICIAL CIRCUIT, RIPLEY COUNTY, MISSOURI

Judge or Division: DEVIN S KIRBY	Case Number: 24R-CR00306
Defendant's Name/Alias(es)/Address: SARA R MCFALL Alias: 610 GRAND AVENUE DONIPHAN, MO 63935	Court ORG Number: MO091033J Investigating Agency ORG: MO0910100 Warrant Number: 24-REARW-164 MSHP Number: Offense Cycle No. (OCN):
	(Date File Stamp)

Warrant for Arrest

To Any Peace Officer in the State of Missouri:

The court having found probable cause that an offense has been committed commands you to arrest the above-named defendant who is charged with:

Charge Code/Description	Charge Level	Offense Date
589.100-001Y20202204.0 Burglary 1st Degree	Felony B	24-SEP-2024
571.015-001Y20205212.0 Armed Criminal Action	Felony Unclassified	24-SEP-2024
571.070-004Y20245212.0 Unlawful Possession Of A Firearm	Felony C	24-SEP-2024

alleged to have been committed within the jurisdiction of this court and in violation of the laws of the state of Missouri. You are further commanded to bring Defendant before this court forthwith, in person, or by interactive video technology.

The court further finds reasonable grounds to believe Defendant,

- will not appear on summons;
- is a danger to the crime victim, the community or another person.

If Defendant is charged with any of the following and is a concealed carry permit holder, Defendant shall surrender his/her permit to the serving officer to be forwarded with the return of this warrant to the court.


1. Any felony;
2. Any misdemeanor involving explosive weapons, firearms, firearm silencer or gas guns;
3. Any misdemeanor offense involving a crime of violence;
4. Any misdemeanor offense involving possession or abuse of a controlled substance, or prior or persistent DWI alcohol or drugs; or
5. A fugitive from justice or charged by information or indictment in any other state of any similar offense described in the above paragraphs 1-4.

Bond Set at: \$ 50,000.00 Bond Conditions: CASH OR SURETY with special conditions: Defendant shall not associate with any person convicted of a felony or who is presently charged with a felony or a misdemeanor crime of violence; Residency: (High); Defendant shall comply with the following curfew: 8:00 p.m. to 6:00 a.m.; Defendant shall submit to regular drug testing at the Ripley County Detention Center by 8:00 AM each Tuesday beginning 10/1/2024, while this case is pending in Associate Circuit Court; and Defendant will be responsible for any costs to be paid upon demand; Defendant shall not possess a firearm; Defendant shall not possess/inject/consume alcohol or any controlled substances without a valid prescription; Defendant shall consent to blood, breath or urine testing at the request of any law enforcement officer; and Defendant shall have no contact with the alleged victim(s).

Further Information:

The officer serving this warrant shall execute in writing a return on this warrant to this court.

COURT SEAL OF

 RIPLEY COUNTY

Date: 09/30/2024

Judge: Devin Kirby

By: Jessica Wopler Clerk

Officer's Return

I certify that I served this warrant in _____ (County/City of St. Louis), MO, on _____ (date), by arresting the above-named defendant and bringing him/her before the court on _____ (date).

Offense Cycle Number (OCN) if not indicated above _____

Defendant's permit surrendered for concealed carry suspension and is attached.

Sheriff's Fees	\$	N/A			of	MSG
Fees	\$				Served By	
Mileage	\$		miles @		Police Officer	MSG10K00
Total	\$			per mile)		Agency ORI

Electronically Filed - RIPLEY - September 30, 2024 - 02:58 PM



IN THE 36TH JUDICIAL CIRCUIT, RIPLEY COUNTY, MISSOURI

Judge or Division: KACEY LEE PROCTOR	Case Number: 21RI-CR00678-01
Defendant's Name/Alia(s)/Address: SARA R MCFALL Alias: 610 GRAND AVENUE DONIPHAN, MO 63935	Court ORI Number: MO091033J
	Investigating Agency ORI: MO0910100
	Warrant Number: 24-RIARW-178
	MSHP Number: [REDACTED]
	Offense Cycle No. (OCN): 24002338 (Date File Stamp)

Warrant for Arrest

To Any Peace Officer in the State of Missouri:

The court having found probable cause that an offense has been committed commands you to arrest the above-named defendant who is charged with:

Charge Code/Description	Charge Level	Offense Date
565.053.001Y20201399.0 Assault - 2nd Degree	Felony D	10-OCT-2021

alleged to have been committed within the jurisdiction of this court and in violation of the laws of the state of Missouri. You are further commanded to bring Defendant before this court forthwith, in person, or by interactive video technology.

- The court further finds reasonable grounds to believe Defendant,
- will not appear on summons;
 - is a danger to the crime victim, the community or another person.

If Defendant is charged with any of the following and is a concealed carry permit holder, Defendant shall surrender his/her permit to the serving officer to be forwarded with the return of this warrant to the court.

1. Any felony;
2. Any misdemeanor involving explosive weapons, firearms, firearm silencer or gas guns;
3. Any misdemeanor offense involving a crime of violence;
4. Any misdemeanor offense involving possession or abuse of a controlled substance, or prior or persistent DWI alcohol or drugs; or
5. A fugitive from justice or charged by information or indictment in any other state of any similar offense described in the above paragraphs 1-4.

Bond Set at: \$ 20,000.00 Bond Conditions: CASH ONLY

Further information:

The officer serving this warrant shall execute in writing a return on this warrant to this court.

COURT SEAL OF



RIPLEY COUNTY

10/07/2024

Date

[Signature]
Judge

By: *[Signature]*
Clerk

Officer's Return

I certify that I served this warrant in _____ (County/City of St. Louis), MO, on _____ (date), by arresting the above-named defendant and bringing him/her before the court on _____ (date).

Offense Cycle Number (OCN) if not indicated above _____

Defendant's permit surrendered for concealed carry suspension and is attached.

Sheriff's Fee

Fees \$ N/A

Mileage \$ _____ (_____ miles @ \$ _____ per mile)

Total \$ _____

Served By

Title _____ Agency ORI _____



IN THE 36TH JUDICIAL CIRCUIT COURT, RIPLEY COUNTY, MISSOURI

FILED

2021 NOV 12 PM 12:05

SHARON R. RICHMOND
CIRCUIT CLERK
RIPLEY COUNTY, MO
(Date File Stamp)

Judge or Division: THOMAS SWINDLE		Case Number: 21RI-CR00579	
		Offense Cycle No. (OCN):	
		Type of Bond: <input type="checkbox"/> Unsecured (ROR) <input type="checkbox"/> Cash <input type="checkbox"/> 10% <input type="checkbox"/> Property <input checked="" type="checkbox"/> Surety	
Defendant's Name, Address, Zip Code: SARA RICE MCFALL 610 GRAND AVE DONIPHAN, MO. 63935		Bond Amount: \$50,000.00	Bond Received: \$50,000.00
		Description of Securities: (If Applicable) \$50,000.00 C/S HUNTER HOLIDAY BONDSMEN	
Telephone: 417-598-2275	SSN: 488-08-4534	DOB: 08/06/1986	
		<input type="checkbox"/> See attached	
		<input checked="" type="checkbox"/> Check if Surety Qualifications Filed	
Next Court Hearing: (Date, Time, Division) 11/10/2021 @ 09:00		CHARGES: ASSAULT-1ST DEGREE ARMED CRIMINAL ACTION	

Bond

The undersigned as principal and surety agree to pay the State of Missouri the sum of \$ 50,000.00 unless the defendant abides by the conditions set out below.

Bond conditions and consequences for failure to meet conditions:

Having been charged with/convicted of the criminal offense(s) shown above, the defendant has posted this bond to be released from the sheriff's custody.

The defendant is required to and agrees to:

1. Attend all court hearings as set by this court or any court to which this case is transferred or appealed.
2. Submit to any orders, judgments and sentence of this court or any court hearing this case.
3. Inform the court of any change of address.
4. **Other Conditions:**
 - a. Defendant shall not tamper with a witness or victim nor allow another person to tamper with a witness or victim on behalf of the defendant as described on the reverse of this form.
 - b. Obey all laws.
 - c. IN POSTING THIS BOND DEFENDANT MAY WAIVE COURT APPEARANCE AND HIS/HER ABSENCE WILL BE TAKEN AS A GUILTY PLEA. IF DEFENDANT IS CHARGED WITH A FELONY DRUG OFFENSE, HE/SHE MUST SUBMIT TO A URINALYSIS EVERY MONDAY AT THE WAYNE COUNTY SHERIFF'S OFFICE IN GREENVILLE, MISSOURI. IF DEFENDANT IS CHARGED WITH A FELONY DRIVING WHILE INTOXICATED OFFENSE, HE/SHE SHALL NOT CONSUME OR POSSESS ALCOHOLIC BEVERAGES OR BE PRESENT IN ANY ESTABLISHMENTS WHERE ALCOHOL IS THE PRIMARY ITEM FOR SALE.

If the above conditions are followed, the defendant will be released from this bond and any cash or securities deposited will be returned to the defendant or the assignee, less any fines, court costs, restitution, and various other fees which will be deducted from the cash bond before any money will be refunded.

The defendant understands that the consequences for failure to follow any of the above conditions are:

1. Any cash or securities deposited with the court may be forfeited.
2. The defendant's property may be sold to collect the full amount of the bond.
3. The defendant's bond may be revoked.
4. An arrest warrant may be issued.
5. Additional charges may be filed.

Defendant's Signature <i>Sara McFall</i>	Date <i>11-7-21</i>	Witnessed By <i>Sherril Redden 3209</i>
---	------------------------	--

For persons other than the defendant who post bond:

I now assume custody of the defendant. The defendant will appear and abide by the conditions as shown above. If the defendant fails to do so, I understand that I or the company I represent must forfeit or pay the full amount of the bond or it will be levied against my property or estate or the property of the company I represent. If the bond concerns a case on appeal from the Circuit Court, I irrevocably appoint the Clerk of this Court and the Clerk of the Appellate Court as my agent to receive service of any notice or process in connection with the forfeiture of this bond. If acting as bail bond agent or general bail bond agent, I attest that I have no unsatisfied judgments against me.

When posting a cash bond, any money deposited will be considered by the Court as belonging to the defendant. Be advised fines, court costs, restitution, and various other fees will be deducted from the cash bond before any money will be refunded to the defendant.

**36th JUDICIAL CIRCUIT – RIPLEY COUNTY
CONFIDENTIAL CASE INFORMATION SHEET**

State v. Sara R. McFall		Filing Date: 11/03/2021	
DEFENDANT INFORMATION			
Last Name: McFall	First Name: Sara	Middle Name: R	
Street Address: Grand			
City: Doniphan	State: MO	Zip Code: 63935	
DOB: 08/06/1986		SSN: 488-08-4554	
Race: W	Gender: F	Height: 5'04	Weight: 100
		Hair:	Eyes:
CHARGE INFORMATION			
24 HOUR HOLD: YES <input type="checkbox"/>		COURT APPEARANCE REQUIRED: YES <input type="checkbox"/> NO <input type="checkbox"/>	
Count I - Assault 1st Degree Or Attempt, F/B			
Count II - Armed Criminal Action, F/U			
OCN:		Arrest Date:	
BOND INFORMATION			
Recommendation: 75k cash or surety			
Facts in support of recommendation:			
Nature of charges / criminal history.			
Submitted by: Paul . Oesterreicher		Bar #: 29344	

Report: CZR0026 v18.0

36TH JUDICIAL CIRCUIT
BUTLER
CIRCUIT COURT DOCKET SHEETDate: 10-Nov-2021
Time: 8:28:32AM
Page: 4

Case continued from previous page.

CASE NUMBER 01 STV SARA R MCFALL

Security Number 0000000000

- Court reviews Probation Violation Report dated 7/28/14 and received by the Court 7/30/14 and finds probable cause to issue capias warrant. SO ORDERED - Bond set at \$20,000.00 cash only. PO requests delayed action. When Defendant is in custody, case will be scheduled for probation status hearing. Clerk to notify PA and Probation & Parole Office. So Ordered. MMP
Filed By: MICHAEL MARTIN PRITCHETT
- 31-Jul-2014 **Warrant Issd- Prob/Parole Viol**
Document ID: 14-BTPBR-150, for MCFALL, SARA R. , Bond Amount: 20,000.00, Bond Text: CASH ONLY
Service/Attempt Date: 01-Aug-2014
- 01-Aug-2014 **Warrant Served**
Document ID - 14-BTPBR-150; Served To - MCFALL, SARA R; Server - SO BUTLER CO-POPLAR BLUFF; Served Date - 01-AUG-14; Served Time - 00:00:00; Service Type - Sheriff Department; Reason Description - Served
- 04-Aug-2014 **Probation Status Hrng Sched**
Scheduled For: 05-Aug-2014; 9:01AM; MICHAEL MARTIN PRITCHETT; Setting: 0;
Butler
JAIL
- 05-Aug-2014 **Probation Status Hrng Held**
Defendant appears in person and with PD Steven Lynxwiler. PA Kevin Barbour appears for State. Case continued for probation revocation status 08/12/2014 @ 9:00 am.MMP/slt
Probation Status Hrng Sched
Scheduled For: 12-Aug-2014; 9:01AM; MICHAEL MARTIN PRITCHETT; Setting: 0;
Butler
- 08-Aug-2014 **Mot for Probation Revocation**
Motion to Revoke Probation; Electronic Filing Certificate of Service.
Filed By: R. KEVIN BARBOUR
Judge/Clerk - Note
Court reviews Motion to Revoke Probation dated 8/1/14. MMP/cp
Filed By: MICHAEL MARTIN PRITCHETT
- 12-Aug-2014 **Case Review Held**
Case called. APA Oesterreicher appears. Defendant is in jail but was not brought over. Attorney Ted Liszewski appears for Defenant. Case is set 08/19/14 at 9:00 a.m. for probation status hearing. MMP
Probation Status Hrng Sched
Scheduled For: 19-Aug-2014; 9:01AM; MICHAEL MARTIN PRITCHETT; Setting: 0;
Butler
- 18-Aug-2014 **Entry of Appearance Filed**
Entry of Appearance; Electronic Filing Certificate of Service.
Filed By: KATHRYN ELIZABETH NEW
On Behalf Of: SARA R MCFALL
- 19-Aug-2014 **Hearing Held**

Report: CZR0026 v18.0

36TH JUDICIAL CIRCUIT
BUTLER
CIRCUIT COURT DOCKET SHEETDate: 10-Nov-2021
Time: 8:28:32AM
Page: 6

Case continued from previous page.

14BT-CR00765-01 ST V SARA R MCFALL**Security Level: 1 Public****23-Sep-2014 Def Advised under Rule 24.035**

Filed By: MICHAEL MARTIN PRITCHETT

Order

Order for Transport

Financial Documents Filed**15-Oct-2015 Progress Report Filed**

Court Report; judge sheet; Electronic Filing Certificate of Service.

Note to Clerk eFiling**16-Oct-2015 Progress Report Filed**

Court reviews Court Report Investigation dated 10/15/2015. MMP

Filed By: MICHAEL MARTIN PRITCHETT

26-Oct-2015 Order for Release

RSMo 217.362 Order of Release executed and filed. Defendant to be released on probation 11/3/15. Clerk to furnish certified copies of Order to Vicki Bealmear at WERDCC, Prosecuting Attorney, and District 25 Office of Probation & Parole. So Ordered. MMP

Filed By: MICHAEL MARTIN PRITCHETT

Order for Supervised Probation

RSMo 217.362 Order Following Completion of LTC Program executed and filed. Court orders supervision of the Defendant by the Board of Probation and Parole for a term of 5 years. Case set for payment review hearing 2/2/2016 at 8:00 a.m. Clerk to furnish certified copies of Order to Vicki Bealmear at WERDCC, PA, and District 25 Office of Probation & Parole. So Ordered. MMP

Filed By: MICHAEL MARTIN PRITCHETT

Defendant Sentenced

120 ORDER OF RELEASE 7 YRS SES 5 YRS SUPERVISED PROBATION

24.035/29.15 INEFFECT COUNSEL - No

Sentence Date: 26-Oct-2015 Sentence: Incarceration DOC

27-Oct-2015 Payment Review Hrng Scheduled**28-Oct-2015 Judge/Clerk - Note**

Order of Release faxed to WERDCC. dm

18-Dec-2015 Filing:

Probation Warrant filed. Bond set \$20,000.00 cash only.

P&P Information Report Filed

Court reviews P&P Detainer Warrant issued 12/18/15 with \$20,000.00 cash only bond. MMP

Filed By: MICHAEL MARTIN PRITCHETT

Criminal Setting Scheduled

Scheduled For: 22-Dec-2015; 9:00 AM; MICHAEL MARTIN PRITCHETT; Setting: 0; Butler

21-Dec-2015 Probation Violation Filed

Report: CZR0026 v13.0

36TH JUDICIAL CIRCUIT
BUTLER
CIRCUIT COURT DOCKET SHEET

Date: 10-Nov-2021
Time: 8:28:32AM
Page: 7

Case continued from previous page.

14BT-CR00765-01 ST/VCBA D MCFALL

Security Level: 1 Public

Violat

Note b

22-Dec-2015 **Hearing Held**

Defn in person, PA Barbour; case continued to 12/29/15 for probation revocation status.
MMP

Scheduled For: 22-Dec-2015; 9:00 AM; MICHAEL MARTIN PRITCHETT; **Setting:** 0;
Butler

Probation Status Hrng Sched

Scheduled For: 29-Dec-2015; 9:00 AM; MICHAEL MARTIN PRITCHETT; **Setting:** 0;
Butler

23-Dec-2015 **Order**

Court reviews Probation Violation Report dated 12/18/15 and received by the Court 12/22/15 and finds probable cause to issue capias warrant. SO ORDERED - Bond set at \$20,000.00 cash only. Case currently set for probation revocation hearing on 12/29/15. Clerk to notify PA and Probation & Parole office. So Ordered. MMP

Filed By: MICHAEL MARTIN PRITCHETT

Warrant Issd- Prob/Parole Viol

Document ID: 15-BTPBR-266, for MCFALL, SARA R. , Bond Amount: 20,000.00, Bond Text: CASH ONLY

Service/Attempt Date: 29-Dec-2015

Notice

Mot for Probation Revocation

Motion to Revoke Probation.

Filed By: R. KEVIN BARBOUR

Judge/Clerk - Note

Court reviews Motion To Revoke Probation dated 12/23/15. MMP

Filed By: MICHAEL MARTIN PRITCHETT

28-Dec-2015 **Warrant Served**

Document ID - 15-BTPBR-266; Served To - MCFALL, SARA R; Server - SO BUTLER CO-POPLAR BLUFF; Served Date - 29-DEC-15; Served Time - 00:00:00; Service Type - Sheriff Department; Reason Description - Served

29-Dec-2015 **Hearing Held**

Case called. State by APA Paul Oesterreicher. Defendant in person (in custody) with PD Adam Cartwright who enters appearance. Case reset for probation revocation hearing on 01/12/16 @ 1pm. MMP/dq

Scheduled For: 29-Dec-2015; 9:00 AM; MICHAEL MARTIN PRITCHETT; **Setting:** 0;
Butler

Probation Viol Hrng Scheduled

Scheduled For: 12-Jan-2016; 1:00 PM; MICHAEL MARTIN PRITCHETT; **Setting:** 0;
Butler

30-Dec-2015 **Entry of Appearance Filed**

Entry of Appearance; Electronic Filing Certificate of Service.



IN THE 36TH JUDICIAL CIRCUIT, RIPLEY COUNTY, MISSOURI

Judge or Division: KACEY LEE PROCTOR	Case Number: 21RI-CR00579-01 ██
Defendant's Name/Alias(es)/Address: SARA R MCFALL Alias: 610 GRAND AVENUE DONIPHAN, MO 63935	Court ORI Number: MO091033J
	Investigating Agency ORI: MO0910100
	Warrant Number: 24-RIARW-178 ██
	MSHP Number: ██
	Offense Cycle No. (OCN): DC002338 (Data File Stamp)

Warrant for Arrest

To Any Peace Officer in the State of Missouri:

The court having found probable cause that an offense has been committed commands you to arrest the above-named defendant who is charged with:

<u>Charge Code/Description</u>	<u>Charge Level</u>	<u>Offense Date</u>
665.052-001Y20201399.0 Assault - 2nd Degree	Felony D	10-OCT-2021

alleged to have been committed within the jurisdiction of this court and in violation of the laws of the state of Missouri. You are further commanded to bring Defendant before this court forthwith, in person, or by interactive video technology.

- The court further finds reasonable grounds to believe Defendant,
- will not appear on summons;
 - is a danger to the crime victim, the community or another person.

If Defendant is charged with any of the following and is a concealed carry permit holder, Defendant shall surrender his/her permit to the serving officer to be forwarded with the return of this warrant to the court.

1. Any felony;
2. Any misdemeanor involving explosive weapons, firearms, firearm silencer or gas guns;
3. Any misdemeanor offense involving a crime of violence;
4. Any misdemeanor offense involving possession or abuse of a controlled substance, or prior or persistent DWI alcohol or drugs; or
5. A fugitive from justice or charged by information or indictment in any other state of any similar offense described in the above paragraphs 1-4.

Bond Set at: \$ **20,000.00** Bond Conditions: **CASH ONLY**

Further Information:

The officer serving this warrant shall execute in writing a return on this warrant to this court.

COURT SEAL OF



RIPLEY COUNTY

10/07/2024

Date

Kacey Lee Proctor
Judge

By: *Ruth Austin*
Clerk

Officer's Return

I certify that I served this warrant in _____ (County/City of St. Louis), MO, on _____ (date), by arresting the above-named defendant and bringing him/her before the court on _____ (date).

Offense Cycle Number (OCN) if not indicated above _____

Defendant's permit surrendered for concealed carry suspension and is attached.

Sheriff's Fees

Fees \$ N/A

Mileage \$ _____ (_____ miles @ \$ _____ per mile)

Total \$ _____

Served By _____

Title _____ Agency ORI _____

IN THE 36th JUDICIAL CIRCUIT COURT OF RIPLEY COUNTY,
STATE OF MISSOURI

STATE OF MISSOURI,)	
Plaintiff,)	
	)	Cause Nos.: 24RI-CR00308-1 &
v.	)	21RI-CR00579-01
)	
SARA RICE MCFALL,	)	Division II (Criminal Division)
Defendant.)	

AFFIDAVIT OF FACTS AND DEMAND FOR ACCOUNTABILITY BY THE STATE OF MISSOURI

Affiant: Sara Rice McFall
 Incarcerated at:
 RIPLEY COUNTY DETENTION CENTER (See attached Exhibit 1)
 301 LAFAYETTE ST., DONIPHAN MO 63935

November 4, 2024

Statement of Facts:

1. **Denial of Defendant's Right to Self-Representation and Document Filing:**
 On November 4, 2024, I, Sara Rice McFall, in shackles, attempted to file court documents that included documents on October 29, 2024 that were also refused, for Case Nos. 24RI-CR00308, 24RI-CR00308-1, 21RI-CR00579, and 21RI-CR00579-01. My purpose was to formally discharge my appointed Public Defender, Jordan Michael Cantoni, from the 36th Judicial Circuit Public Defender's Office (Public Defender's Office, 2323 North Main St, Poplar Bluff, MO 63901), and assert my constitutional right to self-representation. The practice of Law CAN NOT be licensed by any state/5tate. (Schware v. Board of Examiners, 353 U.S. 238, 239) The practice of Law is AN OCCUPATION OF COMMON RIGHT (5ims v. Aherns, 271 5.W. 720 (1925))
2. **Judge's Obstruction of Defendant's Rights in Open Court:**
 Judge Kacey Lee Proctor, presiding over the case, refused to allow me to file my documents or discharge my appointed attorney. Instead, Judge Proctor instructed that I "wait and let [my] new attorney fire the Public Defender and file the documents." This obstruction is a direct violation of my right to self-representation and infringes upon due process as guaranteed by the U.S. and Missouri Constitutions.
3. **Violation of Constitutional Rights to Due Process and Self-Representation:**
 According to Missouri Constitution, Art. I, Sec. 10, "no person shall be deprived of life, liberty, or property without due process of law." The refusal to allow me to exercise my right to represent myself and manage my own defense denies me the fair process due to me under both state and federal law.
4. **Conflict of Interest in Representation:**
 Public Defender Jordan Michael Cantoni previously represented my twin sister, Megan McFall, in related cases (Nos. 24RI-CR00308, 24RI-CR00308-1, 21RI-CR00579, and 21RI-CR00579-01), raising a significant conflict of interest under RSMo Section 600.042. Appointed counsel must operate without conflicts of interest that could jeopardize fair representation. The lack of

immediate corrective action in ~~my case~~ calls into question the integrity of the representation provided.

5. Lack of Accountability for Judicial Misconduct:

Missouri law and the U.S. Constitution protect against arbitrary judicial decisions that infringe upon due process and constitutional rights (See U.S. Const. Amendments VI, XIV). The actions of Judge Proctor, in denying my right to self-representation, warrant investigation under federal criminal statutes that protect citizens from deprivation of rights under color of law (18 U.S.C. § 242).

6. Criminal Complaint and Violation of Civil Rights:

Pursuant to 18 U.S.C. § 241, any person who conspires to "injure, oppress, threaten, or intimidate" in violation of constitutional rights is subject to federal prosecution. The denial of my rights in open court and the hindrance to file my own defense documents demonstrate a clear disregard for these protections and constitute grounds for a criminal complaint against those obstructing my constitutional rights.

7. Unconstitutional Demand for Payment in Unbacked Federal Reserve Notes aka "CASH" and Immediate Grounds for Release:

Furthermore, the STATE OF MISSOURI's reliance on Federal Reserve Notes (FRNs) as 'cash' for fines, bail, bonds, fees, or any alleged debt obligations in Cases 24RI-CR00308, 24RI-CR00308-1, 21RI-CR00579, and 21RI-CR00579-01 is fundamentally flawed and constitutionally impermissible. Under Article I, Section 10 of the United States Constitution, 'No State shall... make any Thing but gold and silver Coin a Tender in Payment of Debts.' FEDERAL RESERVE NOTES, as defined in 18 U.S.C. § 8, constitute debt obligations and lack the status of lawful money. Since FRNs are classified as private credit instruments rather than legal tender, their enforcement constitutes an unlawful extension of credit by coercive means, akin to the prohibition described in 18 U.S.C. § 894. This code explicitly criminalizes the collection of debt through extortionate means. By imposing bail and fines in a form of 'currency' not recognized as lawful money, the STATE OF MISSOURI is acting outside its constitutional authority and effectively attempting to enforce debt peonage, thereby mandating my immediate release and dismissal of all charges against me.

Relief Requested:

1. Immediate Action and Investigation by the State of Missouri:

I, the undersigned Affiant, respectfully demand that the State of Missouri allow me to exercise my constitutional right to self-representation, file documents independently, and proceed without Public Defender representation. I also call for an impartial investigation into the handling of my case, particularly the conduct of JUDGE KACEY LEE PROCTOR, and the Public Defender JORDAN MICHAEL CANTONI to ensure adherence to both Missouri and federal law.

2. Recognition and Validation of Filed Documents:

I request that all documents I attempted to file on November 4, 2024, be recognized and treated as valid submissions to the court records for Case Nos. 24RI-CR00308, 24RI-CR00308-1, 21RI-

CRO0579, and 21RI-CRO0579-01, as these documents were unlawfully refused by the presiding judge.

3. Accountability for Violations of Constitutional Rights:

I request an investigation into the actions of all parties involved in denying my constitutional rights including, but not limited to October 29, 2024 and November 4, 2024, with accountability enforced as required by law, and for all relevant authorities to recognize that these actions may constitute a criminal violation under 18 U.S.C. §§ 241 and 242.

Affirmation:

I, Sara Rice McFall, affirm under penalty of perjury that the facts stated in this affidavit are true and correct to the best of my knowledge.

Statement of Facts:

Refusal to Allow Defendant's Self-Representation Between Counsel and Document Filings:

On November 4, 2024, the Defendant, Sara Rice McFall, in shackles, attempted to file several court documents into Case Nos. 24RI-CR00308, 24RI-CR00308-1 and 21RI-CRO0579, 21RI-CRO0579-01 and requesting formally to JUDGE CASEY LEE PROCTOR discharging her court-appointed Public Defender, JORDAN MICHAEL CANTONI, of the 36th Judicial Circuit Public Defender's Office (Public Defender's Office, 2323 North Main St, Poplar Bluff, MO 63901).

Judge's Denial of Defendant's Rights in Open Court:

JUDGE KACEY LEE PROCTOR presiding over the matter, openly refused Defendant Sara Rice McFall's request to file her documents and discharge her appointed counsel, instructing instead to "wait and let your new attorney fire your Public Defender and file your documents." This refusal violates her right to self-representation and her due process rights under Missouri and U.S. constitutional law.

Witness to Court Proceedings:

These events were witnessed and documented by Notary Lisa Kay Ball (Notary Address: 710 E Pine Street, Poplar Bluff, MO 63935), who will attest as a witness to the accuracy of this account of the courtroom proceedings.

Legal Basis and Violations Cited:

Right to Self-Representation (Missouri and U.S. Constitutions):

Missouri courts are required to uphold a defendant's constitutional right to self-representation under the Sixth Amendment of the U.S. Constitution, as well as under Missouri law. The refusal to allow the Defendant to discharge her attorney and represent herself violates this fundamental right.

Due Process (Missouri Constitution, Art. I, Bill of Rights, Sec. 10, Due process of law):

The actions of Judge Kacey Lee Proctor infringe upon the Defendant's due process rights by denying her the ability to manage her defense and file motions independently. Missouri Constitution, Art. I, Sec. 10 guarantees that "no person shall be deprived of life, liberty, or property without due process of law."

Conflict of Interest (RSMo Section 600.042):

It is alleged in the filings that were denied by Judge Proctor on November 4th 2024 in open court that the refusal to allow the Defendant to discharge her Public Defender raises issues of conflict, as the Public Defender, JORDAN MICHAEL CANTONI, previously represented Defendant's twin sister, Megan McFall, in a related cases 24RI-CR00308, 24RI-CR00308-1, 21RI-CR00579, and 21RI-CR00579-01. Under RSMo Section 600.042, appointed counsel shall act without conflicts of interest that compromise the defendant's representation.

Statutory Requirement for Notary and Witness Authentication:

This affidavit by Sara Rice McFall© has been notarized by Lisa Kay Ball, in compliance with state requirements, to authenticate the stated events and ensure the preservation of Defendant's rights to have her account of the court proceedings documented.

Relief Requested:

Immediate Action by the STATE OF MISSOURI, as Plaintiff, to Investigate Itself (which is a Conflict of Interest in of itself):

I, the undersigned Affiant, Sara Rice McFall©, respectfully demand that the State of Missouri investigate itself, which would be another conflict of interest, to ensure compliance with statutory and constitutional requirements by allowing the Defendant to discharge her appointed Public Defender and exercise her right to self-representation.

Recognition of All Filed Documents as Valid:

The State of Missouri is requested to recognize all documents attempted to be filed by the Defendant on November 4, 2024, as valid submissions to the court records into Case Numbers 24RI-CR00308, 24RI-CR00308-1, 21RI-CR00579, and 21RI-CR00579-01.

Investigation into Judicial Conduct:

I request that an investigation be conducted into the actions of JUDGE KACEY LEE PROCTOR for alleged misconduct in refusing the Defendant's right to self-representation, to fire my court appointed attorney and to file documents into Case Numbers 24RI-CR00308, 24RI-CR00308-1, 21RI-CR00579, and 21RI-CR00579-01 with accountability measures as required by law.

Affirmation:

I, Sara Rice McFall, swear under penalty of perjury that the facts stated in this affidavit are true and correct to the best of my knowledge.

Sara Rice McFall©

Sara Rice McFall

Date: November 4, 2024

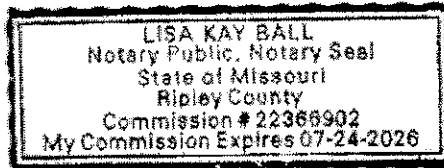
Jurat Witness

Missouri State)
) SS.
Ripley County)

The foregoing document was acknowledged and affirmed for its stated purpose and autograph affixed by Sara Rice McFall©, a living woman, affirmed and known to me, on this 4th day of November 2024.


NOTARY PUBLIC

My Commission Expires: 07/24/2026 SEAL



LEGAL NOTICE

The Certifying Notary is an independent contractor and not a party to this claim. In fact, the Certifying Notary is a Federal Witness Pursuant to TITLE 18, PART 1, CHAPTER 73, SEC. 1512, *Tampering with a witness, victim or an informant*. The Certifying Notary also performs the functions of a quasi-Postal Inspector. Under the Homeland Security Act, by being compelled to report any violation U.S. Postal regulations as an Officer of the Executive Department. Intimidating a Notary Public under the Color of Law is a violation of Title 18, U.S. Code, § 242, titled "Deprivation RIGHTS under Color of law," which primarily governs policy misconduct investigations. The statute makes it a crime for any person acting under the Color of Law to willfully deprive any individual residing in the United States and/or United States of America those rights protected by the Constitution or U.S. laws.

NO RECORD

STATE OF MISSOURI



EXHIBIT 1

John R. Ashcroft
Secretary of State

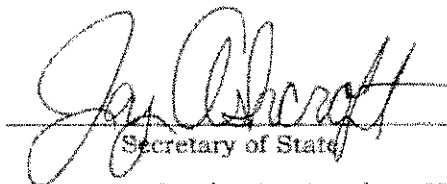
CORPORATION DIVISION CERTIFICATE OF NO RECORD

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that there are no records in my office and in my care and custody as the Secretary of State which show that

**RIPLEY COUNTY DETENTION CENTER
301 LAFAYETTE ST., DONIPHAN, MO 63935**

is not, nor has ever been registered as a Foreign or Domestic Corporation, Foreign or Domestic Limited Partnership, Foreign or Domestic Limited Liability Company, Foreign or Domestic Limited Liability Partnership, Foreign or Domestic Limited Liability Partnership, under the Fictitious Name Act, or any other business entity required by law to file with the Secretary of State.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 21st day of October, 2024.


Secretary of State



Certification Number: CERT-10212024-0111