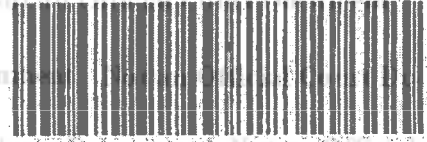


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Exhibit 1 - Page 1 of 15

[Sara Rice McFall]©
c/o [Lisa Kay Ball]
710 East Pine Street
Doniphan, MO 63935

USPS CERTIFIED MAIL



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



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RUTH AUSTIN
CIRCUIT CLERK
RIPLEY COUNTY, MISSOURI

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[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 part 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 *Bowvier'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, 22 Fed.R.Serv.3d 1123 (1992).

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

Non est certandum de regulis juris. There is no disputing about rules of law. *Bowvier'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 ita dicta quia maxima est ejus 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*.

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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:

- o 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:
 - o 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.*];
 - o 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.*];

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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 eadem, nam nullum simile est idem. What is like is not the same, for nothing similar is the same. — Proprietates verborum observandae sunt. The proprietates 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 2.5, 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).

⁷Ibid.

⁸Ibid.

⁹"An 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(b).

¹³A citizen of the United States is a citizen of the federal government . . . *Kitchens v. Steele*, 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).

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- 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 caeca, 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 seipsam infortunis 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. 94-564, 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 § 286e(d)(1).

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- 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 lenders;
- o USSSA is an extra-constitutional instrumentality run under the *negis* 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 USG, 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*, trustee/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;—~~and~~

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 infortunitis 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 cujus petitur dissolutio nulla est. There can be no plea of that thing of which the dissolution is sought. (Bouvier’s Law Dictionary, 6th ed., s.v. “Maxim”) — Lex semper dabit remedium. The law will always give a remedy. — Perpetua lex est, nullam legem humanum ec 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.

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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 renunciare 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 [*Ajjuvari quippe nos, non decipi, beneficio 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 bonas 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 alias 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 liable¹⁶ [*Nemo damnum facit, nisi qui id facit 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

¹⁶[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.

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given Notice via you and USSSA—origin of the counterfeit items between USG and me and from which all other such connections are derived—of any true, correct, complete, proper, and authorized mailing location [*Qualiter juridicis concilio non habet. Every jurisdiction has its bounds.*], which appears at the top of this *Extinguishment by Rescission, Disavowal of Consent, and Divestment of Right of Entitlement* 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 measures 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 USSSA officer or employee against me or any corruption of my full true name, alleging, 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 Rescission, Disavowal of Consent, and Divestment of Right of Entitlement*, 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 weapons on your part for which, in the event of damage, you are personally liable.

I, (Sara Rice McFall©), do hereby swear, declare, and affirm [*Nem est veritas vicium inter homines quae imperiosa. There is no stronger link among men than an oath.*] that I have examined 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* and any accompanying documents and that, in accordance with my best fashioned personal knowledge and belief, is true, correct, and complete [*Qui omnia dicit, nihil excludit. He who says all excludes nothing.*]. This avowal of (Sara Rice McFall©) is based on all information of which (Sara Rice McFall©) has any knowledge.

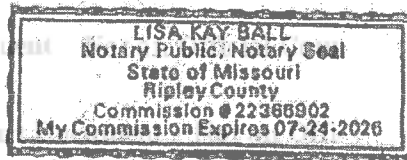
Date: [November 02, 2024]

Sara Rice McFall
Sara Rice McFall©

Christopher Barker
Date: 10-30-2024 Witness: [Name, printed]

Bruce Johnson
Date: 10-30-2024 Witness: [Name, printed]

Michael Richard
Date: 10-30-2024 Witness: [Name, printed]



Enclosure: Affidavit of Mailing

STATE OF MISSOURI
COUNTY OF RIPLEY

This instrument was acknowledged before me this 20 day of October, 2024, by

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

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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. CLEXXIV. — *An Act to regulate Prize Proceedings and the Distribution of Prize Money, and for other Purposes.*

Duty of commander 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.



Exhibit 1 - Page 11 of 15

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Affidavit of Mailing

Document Not an Official Court Document Not an Official Court Document Not an Official Court Document Not an Official Court Document

United States of America }
[Union-Missouri] }
[Ripley] County }

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

[Lisa Key Ball]
[710 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 Entitlement to Receive Social Security Retirement or Survivor Benefits dated November 2, 2024, subscribed and sworn to by [Sara Rice McFall], with three (3) subscribing witnesses, eight (9) 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™ [9389 0710 5270 0395 3535 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 Key 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 Key Ball
[Notary Lisa Key Ball]

STATE OF MISSOURI
COUNTY OF BUTLER

11-02-2024 James Jay Paulff
Date Witness: [Name, printed]

11-02-2024 Melissa Yago
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 Key Ball

David W. Lundy Darwin Lundy
Notary Public Signature Notary Name
My Commission Expires 4/19/2028

DAVID W. LUNDY
Notary Public - Notary Seal
STATE OF MISSOURI
Butler County
My Commission Expires: Apr. 18, 2028
Commission # 12382700

Exhibit 1 - Page 12 of 15

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AFFIDAVIT

State of Missouri)
) ss.
County of Ripley)

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

Not an Official Court Document

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

Not an Official Court Document

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.

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

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Date: November 4, 2024

Official Court Document

Signature: Lisa Ball
Lisa Ball

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Official Court Document

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

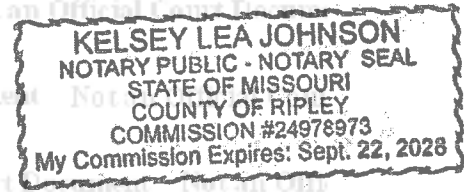
Not an Official Court Document

Notary Public: Kelsey Lea Johnson

Official Court Document

My Commission Expires: 10/22/28

Official Court Document



LEGAL NOTICE

Not an Official Court Document

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.

Official Court Document

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.**

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Exhibit 1 - 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

