

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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:   
**In re** : **Chapter 11 Case No.**  
:   
:   
**MOTORS LIQUIDATION COMPANY, et al.,** : **09-50026 (REG)**  
**f/k/a General Motors Corp., et al.** :   
:   
**Debtors.** : **(Jointly Administered)**  
:   
:   
-----X

**DECLARATION OF JOSEPH H. SMOLINSKY IN SUPPORT OF  
CROSS-MOTION OF POST-EFFECTIVE DATE DEBTORS AND MOTORS  
LIQUIDATION COMPANY GUC TRUST FOR ENTRY OF ORDER  
PURSUANT TO 11 U.S.C. §§ 105(A) AND 1142(B) AND FED R. BANKR. P. 7012  
AND 9014 (I) ENFORCING SETTLEMENT AGREEMENT WITH CLAIMANT  
BARRY H. SPENCER, JR.; (II) STRIKING DOCUMENTS FILED BY CLAIMANT;  
AND (III) ENJOINING CLAIMANT FROM FURTHER ACTION AGAINST THE  
DEBTORS, POST-EFFECTIVE DATE DEBTORS, MOTORS LIQUIDATION  
COMPANY GUC TRUST, AND THEIR OFFICERS AND PROFESSIONALS**

JOSEPH H. SMOLINSKY hereby declares:

1. I am a member of the Bar of the State of New York and a partner at the law firm Weil, Gotshal & Manges LLP, counsel to Motors Liquidation Company (f/k/a General Motors Corporation) (“MLC”) and its affiliated debtors, as post-effective date debtors (collectively, the “Debtors”) and Motors Liquidation Company GUC Trust (the “GUC Trust”). I submit this declaration in connection with the Cross-Motion of Post-Effective Date Debtors and Motors Liquidation Company GUC Trust for Entry of an Order Pursuant to 11 U.S.C. § § 105(a) and 1142(b) and Fed. R. Bankr. P. 7012 and 9014 (i) Enforcing Settlement Agreement with Claimant Barry H. Spencer, Jr.; (ii) Striking Documents Filed by Claimant; and (iii) Enjoining Claimant from Further Action Against the Debtors, Motors Liquidation Company GUC Trust, and Their Professionals dated July 7, 2011 (ECF No. 10559) (the “Motion”).

2. Attached hereto as **Exhibit “1”** is a true and correct copy of the proof of claim filed by claimant Barry N. Spencer, Jr. (“**Claimant**”) against MLC in the amount of \$682,000,000.00, which was assigned Claim No. 64658 for administrative purposes.

3. Attached hereto as **Exhibit “2”** is a true and correct copy of the proof of claim filed by claimant Barry N. Spencer, Jr. against MLC in the amount of \$682,000,000.00, which was assigned Claim No. 64659 for administrative purposes.

4. Attached hereto as **Exhibit “3”** is a true and correct copy of the July 9, 2010 letter agreement, pursuant to the ADR Procedures,<sup>1</sup> executed by the Debtors and Claimant expunging Claim No. 64659 as duplicative of Claim No. 64658 and capping Claim No. 64658 for all purposes at \$9 million.

5. Attached hereto as **Exhibit “4”** is a true and correct copy of the July 19, 2010 notice of the Debtors to Claimant submitting the Spencer Claim to alternate dispute resolution pursuant to the ADR Order.

6. Attached hereto as **Exhibit “5”** is a true and correct copy of Claimant’s response to the ADR Notice, dated July 24, 2010, rejecting the settlement offer and proposing a counteroffer of an allowed priority claim of \$9 million.

7. Subsequent to Claimant’s rejection of the Debtor’s settlement offer, I spoke by telephone with Claimant and explained the proposed treatment of allowed unsecured claims under the Debtors’ then-proposed chapter 11 plan. I also provided anecdotal information on the expected market value of the stock to be distributed on account of allowed claims under the plan.

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

8. Following this discussion, Claimant agreed to resolve the Spencer Claim for an allowed general unsecured claim against MLC in the amount of \$200,000.00 to be paid in accordance with a confirmed chapter 11 plan. Attached hereto as **Exhibit "6"** is a true and correct copy of the settlement agreement executed by Claimant and the Debtors on September 1, 2010 and September 8, 2010, respectively. During all conversations with Claimant, Claimant appeared engaged and able to comprehend all of the information conveyed to him.

9. Upon information and belief, Claimant is not a party to any agreement with the Debtors, the GUC Trust, or their officers and professionals giving rise to any lien or security interest in favor of the Claimant.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 7th day of July, 2011, in New York, New York.

/s/ Joseph H. Smolinsky  
Joseph H. Smolinsky

**Exhibit “1”**



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One)  
 Motors Liquidation Company (f/k/a General Motors Corporation)  
 MLCS, LLC (f/k/a Saturn, LLC)  
 MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)  
 MLC of Harlem, Inc (f/k/a Chevrolet-Saturn of Harlem, Inc )

Case No  
09-50026 (REG)  
09-50027 (REG)  
09-50028 (REG)  
09-13558 (REG)

Your Claim is Scheduled As Follows.  
**FILED - 64658**  
**MOTORS LIQUIDATION COMPANY**  
**F/K/A GENERAL MOTORS CORP**  
**SDNY # 09-50026 (REG)**

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property) **SPENCER, BARRY**

Name and address where notices should be sent  
**SPENCER, BARRY**  
**PO BOX 1218**  
**SHIRLEY MA 01464-1218**

Check this box to indicate that this claim amends a previously filed claim

Court Claim Number **05-02304**  
(If known) **MASSACHUSETTS**  
**SUFFOLK SUPERIOR Ct.**  
Filed on **2005**



If an amount is identified above you have a claim scheduled by one of the Debtors is shown (This scheduled amount of your claim may be an amendment to a previously scheduled amount) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form. **EXCEPT AS FOLLOWS:** If the amount shown is listed as **DISPUTED, UNLIQUIDATED, or CONTINGENT**, a proof of claim **MUST** be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

Contact  
**Sylvester R. Spencer -**  
Telephone number **617.719.4087** Brother  
Email Address **srspencer1@comcast.net**

Name and address where payment should be sent (if different from above)  
**Keep on Record Business Address**  
**BARRY H. SPENCER JR**  
**Care of: Post Office Box 191128**  
**Roxbury, MA 02119**  
Telephone number **see above**

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars

Check this box if you are the debtor or trustee in this case

1 Amount of Claim as of Date Case Filed, June 1, 2009 **\$ 682,000,000.00 negotiable**

If all or part of your claim is secured, complete item 4 below, however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges **see Verified Proof of Claim annexed hereto**

2 Basis for Claim **Breach of Contract(s), Impeding Commerce, personal injury**  
(See instruction #2 on reverse side) **loss wages, Medical Bills, consortim, Property loss**

3 Last four digits of any number by which creditor identifies debtor **Commercial Debt CD GM-2304**  
3a Debtor may have scheduled account as \_\_\_\_\_  
(See instruction #3a on reverse side)

4 Secured Claim (See instruction #4 on reverse side)  
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information:  
Nature of property or right of setoff  Real Estate  Motor Vehicle  Equipment  Other Describe \_\_\_\_\_  
Value of Property \$ \_\_\_\_\_ Annual Interest Rate **18** %  
Amount of arrearage and other charges as of time case filed included in secured claim, if any \$ \_\_\_\_\_  
Basis for perfection **denial of writ due to Bankruptcy Stay**  
Amount of Secured Claim \$ **125,000,000.00** Amount Unsecured \$ **557,000,000.00**

5 Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a)  
If any portion of your claim falls in one of the following categories, check the box and state the amount

- Specify the priority of the claim
- Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)
- Wages, salaries or commissions (up to \$10,950\*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4)
- Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)
- Up to \$2,425\* of deposits toward purchase, lease or rental of property or services for personal, family or household use - 11 U.S.C. § 507(a)(7)
- Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)
- Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) ( § 507(a)(2))
- Other - Specify applicable paragraph of 11 U.S.C. § 507(a)( )  
**Amount entitled to priority**

**\$12,500,000.00**

\* Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim

7 Documents Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain in an attachment.

Date **11/16/09**  
Signature The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  
**Barry-Henry: Spencer Junior, Secured Party, Auth. Rep.**

FOR COURT USE ONLY

## INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent, The Garden City Group, Inc., are not authorized and are not providing you with any legal advice.

### A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: IF BY MAIL, THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, P.O. BOX 9386, DUBLIN, OH 43017-4286; IF BY HAND OR OVERNIGHT COURIER, THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. PROOFS OF CLAIM MAY ALSO BE HAND DELIVERED TO THE UNITED STATES BANKRUPTCY COURT, SDNY, ONE BOWLING GREEN, ROOM 534, NEW YORK, NEW YORK 10004. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

**THE GENERAL AND GOVERNMENTAL BAR DATE IS NOVEMBER 30, 2009 AT 5:00 P.M. (PREVAILING EASTERN TIME)**

#### Court, Name of Debtor, and Case Number

These Chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on June 1, 2009. You should select the debtor against which you are asserting your claim.

### A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

#### Creditor's Name and Address

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

#### 1 Amount of Claim as of Date Case Filed

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

#### 2 Basis for Claim

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the debtor, trustee or another party in interest files an objection to your claim.

#### 3 Last Four Digits of Any Number by Which Creditor Identifies Debtor

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor, if any.

#### 3a Debtor May Have Scheduled Account As

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

#### 4 Secured Claim

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

#### 5 Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a)

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

For claims pursuant to 11 U.S.C. § 503(b)(9), indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before June 1, 2009, the date of commencement of these cases. (See DEFINITIONS, below.) Attach documentation supporting such claim.

#### 6 Credits

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

#### 7 Documents

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

#### Date and Signature

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

## DEFINITIONS

#### Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case. The Debtors in these Chapter 11 cases are:

|  |                 |
|--|-----------------|
| Motors Liquidation Company<br>(f/k/a General Motors Corporation)         | 09-50026 (REG)  |
| MLCS, LLC<br>(f/k/a Saturn, LLC)   | 09-50027 (RI-G) |
| MLCS Distribution Corporation<br>(f/k/a Saturn Distribution Corporation) | 09-50028 (RI-G) |
| MLC of Harlem, Inc.<br>(f/k/a Chevrolet-Saturn of Harlem, Inc.)          | 09-13558 (REG)  |

#### Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

#### Claim

A claim is the creditor's right to receive payment on a debt that was owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

#### Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with The Garden City Group, Inc., as described in the instructions above and in the Bar Date Notice.

#### Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be

paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

#### Section 503(b)(9) Claim

A Section 503(b)(9) claim is a claim for the value of any goods received by the debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the debtor in the ordinary course of such debtor's business.

#### Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

#### Claim Entitled to Priority Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

#### Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security individual's

tax-identification, or financial-account number, all but the initials of a minor's name, and only the year of any person's date of birth.

#### Evidence of Perfection

Evidence of perfection may include a mortgage lien certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

#### Acknowledgment of Filing of Claim

To receive acknowledgment of your filing from The Garden City Group, Inc., please provide a self-addressed stamped envelope and a copy of this proof of claim when you submit the original claim to The Garden City Group, Inc.

#### Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

#### Additional Information

If you have any questions with respect to this claim form, please contact Alix Partners at 1 (800) 414-9607 or by e-mail at [claims@motorsliquidation.com](mailto:claims@motorsliquidation.com).

## INFORMATION

*M. Miller*

COMMONWEALTH OF MASSACHUSETTS  
SUFFOLK, ss SUPERIOR CIVIL COURT  
Docket No SUCV2005-02304

BARRY H SPENCER, JR  
TAMIKA N SCOTT  
Plaintiffs

*6/29/09 Denied due to  
automatic stay*

-vs-

GENERAL MOTORS

*J. Justice*

MOTION FOR WRIT OF ATTACHMENT

NOW COMES the plaintiffs pursuant to Mass.R. Civ.P. Rule 4.1 and moves the the Honorable Court for a writ of attachment in the amount of \$12,500,000.00

There is a reasonable likelihood that the plaintiffs will recover judgment, including interest and cost, in amount equal or greater than the amount of attachment, over and above any insurance policy in existence

General Motors, is a manufacturer and seller of motor vehicles with a usual place of business in the Detroit area, presently residing at 300 Renaissance Center, Detroit, Michigan 48265. On about 1996-1997 the defendant manufactured and sold, Eldorado Cadillac's. Some time during testing and marketing of this product General Motors realized Numerous defects to the product involved in which are the following: Fuel systems; Steering Hydraulic Power Assist Systems; Engine and Engine Cooling Engine, Service Brakes, Hydraulic Antilock Control Unit/Module; Fuel Injection Systems, Fuel System, Gasoline Delivery, Structure of Automobile; Air Bags and Others: Storage Tank Assembly Pressure Relief Devices  
See Exhibit A-GM Service and Parts Operations DCS1143 Urgent Distribute Immediately March 5, 2004 Upcomming Product Safety Recall 04014-ENGINE FUEL RAIL-Replace, Exhibit B-April 16, 2004-Acknowledgement Fax Sheet of Receipt of Defect Information Report-Submitted under 49 CFR Part 573 EXPANSION OF RECALL, Exhibit C-August 18, 2004 Product Safety Recall-04014 and 04014C-FUEL RAIL-Replace

These serious defects which substantially impaired the vehicle's use, market value and safety triggered numerous complaints in which were filed with the defendant and the National Highway Traffic Safety Association's Office of Defects Investigation. See Exhibit D-Nhtsa Office of Defects Investigation COMPLAINTS

NOTICE SENT  
07 02 07  
B H S.  
E S C + M,  
S S S,  
C L B  
T N S  
E S C + M,  
J M B.

(LAT)

**VERIFIED PROOF OF CLAIM  
FOR  
COMMERCIAL DISHONOR**

**NOTICE OF FAULT AND OPPORTUNITY TO CURE**

CERTIFIED MAIL NUMBER: 7008 1830 0004 5593 6429

**Parties:** BARRY HENRY SPENCER JR./CREDITOR-PRINCIPAL & OWNER  
c/o POST OFFICE BOX 1218  
SHIRLEY, MA 01464-1218

TAMIKA NICLOE SCOTT/CREDITOR-PRINCIPAL & OWNER  
c/o 352 WALNUT AVE APT# 3 (CHANGE OF ADDRESS)  
ROXBURY, MA 02119

MOTORS LIQUIDATION COMPANY (f/k/a GENERAL MOTORS COPR.)  
c/o THE GARDEN CITY GROUP, Inc./DEBTOR  
Attn: Motors Liquidation Company Claims Processing  
POST OFFICE BOX 9386  
DUBLIN, OHIO 43017-4286

Original Claim was filed with CEO Wagner, then "allegedly processed" by ESIS GM (Results were never made public or available, nor was Creditor allowed Administrative Remedy(ies)). Second opportunity to cure Commercial Default and Dishonor was filed in Massachusetts Suffolk Superior Civil Court 2005-02304. Case was stayed due to present Bankruptcy Chapter 11 No.09-50026 at all times the Attorney (ies) in Corporate capacity chosen not to honor the assumpsit and decided to argue resulting in Commercial DISHONOR UCC 3-501 to 3-505.

**STATEMENT OF FACTS**

1. Sometime between 1996-1997 General Motors Manufactured Cadillac vehicles, and sold them in the stream of commerce with an implied warranty insuring the merchantability of the product. Unbeknown, to GM as a good faith jester, there was a design defect in the fuel system, that will over time cause the fuel rail to Crack. Cracking would cause fuel leaks in the engine compartment, stalling due to fuel loss of pressure to the engine. Between 1996-1997 to 10/2004 this Commercial Liability existed without a Commercial Remedy, in violation of Commercial International Law and the State and Federal Constitution(s), also the color of State and Federal Law(s).
2. In January 2003, TAMIKA N. SCOTT purchased one of the above vehicles Green Eldorado 1997, from the Dealer Expressway Toyota, the vehicle experienced stalling and shutting off while in use on public ways. She returned the vehicle twice with witnesses due to problems. She was insured the vehicle was safe, so she had taken the vehicle. It was a weekend errand vehicle shopping, laundry, ect., see Affidavit of Creditor TIMIKA N. SCOTT.
3. On July 11, 2003, BARRY H. SPENCER JR, was on his way to his second job site Kara's Painting to get material(s) for a Catered function he had to do that weekend, when he had a vehicle turn onto the street in front of him, he changed lanes and was rear-ended and at this time the vehicle stalled and shut-off. Systems went Dead.

Private and Non-negotiable between parties

FORM: GM PROOF OF COMMERCIAL CLAIM

DEBTOR: GENERAL MOTORS CORPORATION

Creditor/Secured Parties: Barry-Henry: Spencer Junior & Tamka-Nicole: Scott



The Vehicle veered off road and into a tree, thus, causing SPENCER SUBSTANTIAL INJURY and DAMAGE, making him incapable to function as whole in Public and Private capacities. The injury(ies) caused several days of hospital care and after care resulting in more than \$27,000.00 in medical bills; loss wages for two jobs and a new catering Business (Nafse's Catering & Bistro), the pain medication caused dependency (leading to additional mental and physical injury) and he had problems in support of family and loss of consortium with SCOTT and his Children. see Affidavit of Creditor BARRY H. SPENCER JR.

4. GM was notified via CEO Richard Wagner, and He referred the matter to the claims department for GM (ESIS GM). ESIS Requested I, BARRY H. SPENCER JR., provide information and sign releases. I complied. I requested a copy of the findings and a copy of the policy/administration criteria of how a claim is evaluated. ESIS GM never to this day complied with the request. I wrote and called the agent of ESIS but he would not provide any information. I then requested the appeal process or who was the supervisor due to the agent's recalcitrant behavior towards the Creditor's claim on the liability without a remedy. ESIS GM placed their parent corporation by their corporate capacity, in Default of the Assumpsit debt on the antecedent contract, trust agreement and commercial agreement, thus, the 1st evidence of Commercial Dishonor (UCC 3-502) is clearly established. This commercial debt could of been sold for BID to a third party, on the commercial Dishonor.

5. To establish a chance for GM to Honor and pay the assumpsit antecedent claim or find a reasonable settlement BARRY H. SPENCER JR and TAMIKA N. SCOTT filed a statute staple antecedent claim against GM for all herein above, some orally stated to lawyer(s) Eckert, Seamans, Cherin & Mellot (Jennifer M. Brooks, Sandy S. Shen, and Charlotte Bednar) in their corporate capacity, the lawyers further placed GM in commercial Dishonor for a corporate liability without a remedy available during SPENCER's Injury(ies) and losses. SPENCER and SCOTT filed the claim in Massachusetts Suffolk Superior Court No. 2005-02304, then moved for Writ of Attachment in the amount of \$12,500,000.00 (that was just denied 6/29/2009 pursuant to the Bankruptcy Stay Motion filed By Jennifer M. Brooks in the Suffolk Courty in Massachusetts, thus, the commercial Dishonor is ripe for sale to a third party on the International Commercial arena)

6. For the record, the bulk of this commercial dishonor resides with BARRY H. SPENCER JR., and this ORGANIZATION, TRADE NAME, TRADE MARK, DEBTOR, has a Secured Party/Creditor that is the Holder or Due Course of the GM Debt, he has an International Registered Private Tracking Number - RE 011-42-963 US and UCC-1 filed in Massachusetts - Secured Transaction Registry Number-200972913140 and Tamika N. Scott's consortim claim and my children are covered by Me, Authorized Representative, Bailor, Principal, Sentient Soul Man, Grantor, Reinsurer, Underwriter, Secured Party, Power of Attorney, Barry-Henry: Spencer Junior. Further, I hold a foreign jurisdiction that supersedes any other that interferes with obligations of or impairment of contract obligations, between Me and any Debtor.

Private and Non-negotiable between parties

FORM: GM PROOF OF COMMERCIAL CLAIM

DEBTOR: GENERAL MOTORS CORPORATION

Creditors/Secured Parties: Barry-Henry: Spencer Junior & Tamika-Nicole: Scott

7. For the record, so there is no miscommunication between the CREDITOR(S) and the DEBTOR-MOTOR LIQUIDATION COMPANY (f/k/a GENERAL MOTORS CORPORATION). Notibly, <sup>one hundred</sup> to ensure my true intent regarding this assumpsit commercial debt in DISHONOR and DEFAULT (UCC 3-502), I am selling this debt at \$12,500,000.00 (Twelve Million, and Five Hundred Thousand) since that is what I asked for on the Writ of Attachment, or the debt pursuant to the Statute Staple Security Instrument Legal NOTICE AND DEMAND - TO ALL STATE, FEDERAL AND INTERNATIONAL PUBLIC OFFICERS (includes ALL other corporations) duly filed in Massachusetts International Registered Private Tracking Number - RE 011-42-963 UCC-1 Filed in Massachusetts (Secured Transaction Registry Number - 200972913140 BILLING COSTS ASSESSED WITH LEVIES AND LIENS UPON VIOLATIONS SHALL BE:

1. ABUSE OF AUTHORITY \$2,000,000.00 (TWO MILLION) US Dollars, per occurrence per agent/officer  
3 occurrences (ESIS GM Claim, Appeal, & MA Case No. 05-02304)  
6 agents/officers (ESIS Cl. Adj., Cl. Sup.& Mgr./MA Attry-Shen, Bednar & Brooks) . . \$36,000,000.00
2. VIOLATION OF SPEEDY TRIAL or ADMINISTRATIVE REVIEW  
\$2,000,000.00 (TWO MILLION) US Dollars per occurrence per agent or officer involved  
3 occurrences (ESIS CLAIM, APPEAL (PROLONGED w/o Remedy) and MA Case No.05-02304 -Automatic STAY)  
6 agents/officers (ESIS Cl. Adj., Cl. Sup.& Mgr/MA Attry-Shen, Bedner& Brooks) . . . \$36,000,000.00
3. DENIAL OF DUE PROCESS  
\$2,000,000.00 (TWO MILLION) US Dollar per occurrence per agent or officer involved  
3 occurrences (ESIS CLAIM, APPEAL (Denied syllogistic of Claim, No Appeal remedy), MA Case  
No. 05-02304 - Automatic Stay  
6 agents/officers . . . . . \$36,000,000.00
4. ABUSE OF DUE PROCESS  
\$2,000,000.00 (TWO MILLION) US Dollars per occurrence per agent or officer involved  
3 occurrences (vitiated process in ESIS Claim, No Administrative Remedy ESIS & MA Case - DISHONOR/STAY  
6 agents/officers . . . . . \$36,000,000.00
5. FREEDOM OR SPEECH  
\$2,000,000.00 (TWO MILLION) US Dollars per occurrence per agent or officer involved  
1 occurrence (ESIS Cl. Adj. did not like to be questioned on claims process, was rude, hung up on,  
and denied the syllogistic of how the claim would be evaluated and the appeal process)  
1 agent . . . . . \$2,000,000.00
6. DISRESPECT BY JUDGE OR OFFICER  
\$2,000,000.00 (TWO MILLION) US Dollar per occurrence per agent or officer involved  
1 occurrence see above  
1 agent see above . . . . . \$2,000,000.00
7. THREAT, COERCION, DECEPTION, OR ATTEMPTED DECEPTION  
\$2,000,000.00 (TWO MILLION) US Dollars per occurrence per agent or officer involved  
3 occurrence (ESIS CLAIM PROCESS, DENIAL OF ESIS APPEAL & MA CASE DISHONOR/STAY)  
6 agents . . . . . \$36,000,000.00
8. CONSPIRACY  
\$2,000,000.00 (TWO MILLION) US Dollars per occurrence per agent or officer involved  
3 occurrences (ESIS GM & MA Case Attry-Corporate capacity)  
6 agents . . . . . \$36,000,000.00

9. AIDING AND ABETTING  
\$2,000,000.00 (TWO MILLION) US Dollars per occurrence per agent or officer involved  
3 occurrences (ESIS, GM & MA Case Attrys)  
9 agents . . . . . \$54,000,000.00

10. RACKETEERING  
\$2,000,000.00 (TWO MILLION) US Dollars per occurrence per agent or officer involved  
see above . . . . . \$54,000,000.00

11. UNLAWFUL DISRAINT OR ENCROACHMENT OF PUBLIC HAZARD BOND FOR INJURY AND DAMAGE  
\$5,000,000.00 (FIVE MILLION) US Dollars per occurrence per agent or officer involved  
plus 18% annual interest since reported to GM CEO 2005  
3 occurrences (ESIS, GM & MA Attrys)  
9 agents . . . . . \$342,000,000.00

12. DESTRUCTION, DEPRIVATION, CONCEALMENT, DEFACTING, ALIENATION, OR THEFT OF PUBLIC HAZARD BOND  
In addition to aforementioned (Bond Value was concealed in violation of limited liability Insurance  
fraud 15 USC, under the guise of being self insured)

13. BREACH OF ANTECEDENT CONTRACT, TRUST AGREEMENT OR COMERCIAL AGREEMENT  
occurrences (Constitution(s) State & Federal, color of statute staple law(s) State & Federal,  
GM 's Manufacturer implied and/or expressed warranty of Merchanability \$12,000,000.00

Commercial Assumpsit Debt to Creditor BARRY H. SPENCER JR GRAND TOTAL \$682,000,000.00

8. In good faith, I am willing to forgive majority of this commercial assumpsit due to a liability withot a remedy when I was injured and the further recalcitrant acts to added to the physical and emotional scars. I'm willing to offer, that (3) Cadillac Trucks fully equipted&(TV, CD-Moviēs, Music video games) are delivered to Tamika N. Scott with one Title in her name in two in Mine. A Check is Drafted in the Amount of \$100,000.00 for Tamika N. Scott is sent to her to exhaust her claim(s) (this will bē Sūbtrācted from the \$12,500,000.00) Ensure the Vehicles are insured for 7 years reasonable corporate rate (I will provide names of other drivers for mine).  
The remainder of the money about \$12,250,000.00 I would like to invest \$3,000,000.00 into GM by Stock dividend reinvestment. I then want an escrow account made for \$7,000,000.00 interest and bonds. The remainder I want in an account bearing my name with access, I would want two additional family members with access. Also in good faith I would expect a check for \$100,000.00 sent to me.

9. For the record, this is my Proof of Claim and Proof of Commercial DISHONOR, now if you want to accept my Good Faith offer I am willing to end this matter here, however if there is a problem and you wish to rehash or review the numbers we can start with the original commercial assumpsit debt \$682,000,000.00. This Notice is in the nature of a Miranda Warning. Take due heed of its contents.

10. Your Failure to timely do so leaves you in the position of accepting full responsibility for any and all liabilities for monetary damages, as indicated herein, that I incur by any adversely affecting injuries caused by your overt or covert actions or any of your fellow officers or agents in this or any other relevant matters described

Private and Non-negotiable between parties

FORM: GM PROOF OF COMMERCIAL CLAIM  
DEBTOR: GENERAL MOTORS CORPORATION

herein. You have ten (10) business days, from date received, to respond to and rebut the presumptions of this contract by submitting to me signed, certified, authenticated documents of the laws and/or ESIS, GM policy, regulations that rebut these presumptions point by point, On and for the Record under penalties of the law including perjury.

11. **For the record**, based upon the antecedent claim, contract, trust agreement or commercial agreement that was void due to the liability without remedy ALL General Motor Corporation officers, officials, agents and servants are bonded to fidelity, and are under ministerial duty. The implication of a trust is the implication of every duty proper to a trust. Basicly, whoever is a fiduciary or in conscience chargeable as a fiduciary is expected to live up to them. Notibly, being fiduciaries, the ordinary rules of evidence are reversed, you must obey the law. Also a ministerial officer is liable for an injury done, where his acts are clearly against the law.

12. **For the record**, notification of legal responsibility is the first essential of due process of law. Silence can only be equated with fraud where there is a legal or moral duty to speak or when an inquiry left unanswered would be intentionally misleading. Any and All other Obligors/grantors who view this contract are obliged to timely and fully answer or accept the contract offer.

13. **The period for Debtors to respond to this offer of contract is ten (10) days.** Any party or public official wishing to answer, respond, refute, deny, object or protest any statement, term, declaration, denial or provision in this presentment (UCC 3-501) must do so by Lawful Protest within ten (10) days of the date of issuance or forever lose all rights, titles, interests, and the opportunity to plead. All such responses must be verified and have exhibits and factual evidence in support annexed thereto.

14. **Debtors may agree with this offer to contract; all statements, terms, declarations, denials and provisions herein by remaining silent.** Failure to timely respond to all such terms and provisions with which Debtors disagree comprises Debtors' stipulation and confession jointly and severally to acceptance of all statements, terms, declarations, denials and provisions herein as facts, the whole truth, correct, and fully binding on all parties.

15. **This document serves as Notice of Fault** in the event Debtors fail to timely respond.

16. **Notice of Default shall be issued no sooner than three (3) three days after Notice of Fault.** Default is final three (3) days after Notice of Fault is issued. Default comprises Debtors consent jointly and severally to be named as defendant(s) in various actions, administrative, judicial or commercial.

17. **Upon Default, all matters are settled res judicata and stare decisis.**

18. **Default comprises an estoppel of all actions, administrative,**

Private and Non-negotiable between parties

FORM: GM PROOF OF COMMERCIAL CLAIM

judicial, by Debtors against Barry-Henry: Spencer Junior in attempt to collect on said debt in the full amount herein assessed, and any action the Debtor now reasonably relied on.

**DISCLAIMER**

THE QUOTATION OF THE PRIVATELY COPYRIGHTED STATUTORY LEGISLATIVELY CREATED CASE LAW AND STATE AND FEDERAL STATUTES PURSUANT TO PL 88-244, DECEMBER 30, 1963, IS DONE WITHOUT INTENT TO CREATE A "USE", VIOLATE ANY PRIVATE COPYRIGHT, OR GIVE LEGAL ADVICE TO ANYONE, AND STANDS SO UNLESS LAWFULLY PROTESTED BY ANY CONCERNED PARTIES

Notice to the principal is notice to all agents. Notice to an agent is notice to all principals.

VERIFICATION

**Commercial Oath & Perjury Jurat:** I, Barry-Henry: Spencer Junior, on my Commercial Oath with unlimited liability proceeding in good faith, Pursuant to Title 28, USC 1746(1) and executed "without the United States", affirm under the penalty of perjury under the laws of the United States of America Republic, that the foregoing facts contained herein are true, correct, and complete and not misleading to the best of my belief and informed knowledge and furthis deponent saint not: "I" affix my autograph, signature, and seal, at the end of this communication to all of the above and below affirmations with **EXPLICIT RESERVATION OF ALL OF MY UNALIENABLE RIGHTS, WITHOUT PREJUDICE** to any of those rights.

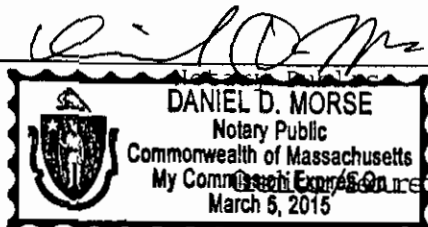
Dated: On this 16<sup>th</sup> Day of November, two thousand Nine A.D.:

With Honor and Without Prejudice,

By: Barry Henry Spencer Junior  
Autograph: /s/ Barry-Henry: Spencer, Junior  
Employee Identification number: ~~1000000000~~ 472  
Barry-Henry: Spencer, Junior, Su Juris, Trustee, Bailor  
Secured Party, Creditor, Beneficiary

Commonwealth of Massachusetts }  
County of Middlesex } ss

On this the 16 day of November, 2009 before me Daniel Morse, the undersigned Notary Public, Personally appeared Barry Spencer, and proved to me through satisfactory evidence of identity, which was MA DOC Inmate ID to be the person whose name was signed in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief



Private and Non-negotable between parties  
FORM: **GM proof of commercial claim**  
DEBIOR: GENERAL MOTORS CORPORATION  
Parties: Barry-Henry: Spencer Junior & Tanika-Nicole: Scott  
Page 6 of 6

PROOF OF MAILING AND CONTENTS MAILED

I, Barry-Henry: Spencer Junior, do hereby certify and affirm that on the date of November 16, 2009, I caused a true and correct copy of: Verified Proof of Claim For Commercial Dishonor Notice of Fault and Opportunity To Cure

Affidavit of Tamika-Nicole: Scott

Affidavit of Barry-Henry: Spencer Junior

Motion For Writ of Attachment

Copy of RECALL NOTICE

GM ADMINISTRATIVE MESSAGE

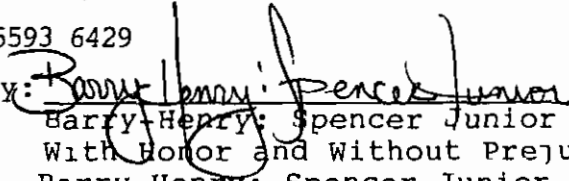
LEGAL NOTICE AND DEMAND-International Tracking Number-RE 011-42-963 US to be served on the party interested below by placing said document(s) in an envelope addressed as follows:

The Garden City Group  
~~Attn: Motors Liquidation Company Claims Processing~~  
P.O. Box 9386  
Dublin, Ohio 43017-4286

and then caused the sealed envelope to be deposited with the United States Post Service, certified mail, return receipt requested, postage prepaid, following ordinary business practices.

By the undersigns' full Commercial Liability, the it is certified and affirmed the above is true, correct, complete and not misleading to the best of his knowledge and belief.

Certified Mail Number:7008 1830 0004 5593 6429

By:   
~~Barry-Henry: Spencer Junior~~  
Barry-Henry: Spencer Junior  
With Honor and Without Prejudice  
Barry-Henry: Spencer Junior,  
Sui Juris, Trustee, Bailor,  
Secured Party

COPY



ACCORDING TO OUR RECORDS AS OF JUNE 4, 2005, THE FOLLOWING OPEN RECALL(S) HAVE NOT BEEN COMPLETED ON YOUR CADILLAC, 1G6EL12Y8VU604873.

04014 ENGINE FUEL RAIL - REPLACE ✖

Recall Service performed at no charge to owner.

Dealer: HERB CHAMBERS CADILLAC, INC. 101 CADILLAC AVENUE PROVIDENCE RI 02907 (401) 487-6600

1G6EL12Y8VU604873 TAMIKA SCOTT 21 VESTA RD. APT. 1 DORCHESTER CENTER MA 02124-1641

00000119112 RMS

074161-3215



BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 21530 MILWAUKEE, WI

POSTAGE WILL BE PAID BY THE ADDRESSEE

RECALL PROCESSING CENTER P.O. BOX 909989 MILWAUKEE, WI 53209-9967

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES





## ADMINISTRATIVE MESSAGE

**Message Author:** Theresa Toccace#US/GM/GMC  
**Template Type:** Standard  
**Author's** VSSM  
**Division/Department:**  
**Status:** Forwarded  
**Message Date:** 09/30/2004  
**Message Number:** VSU20040318

### Message Criteria/Information

|  |  |
|--|--|
| <b>Dealer Recipient Criteria:</b>                          | Cadillac<br>Oldsmobile   |
| <b>Exclude BAC(s):</b>                                     |  |
| <b>Originating Dept:</b>                                   | SPO - Recalls, Joan Stone  |
| <b>Subject:</b>  | GMP04-165 - 04014C - Engine Fuel Rail - Replace                                  |
| <b>Actionable Item:</b>                                    | Action Required  |
| <b>Actionable Item Details:</b>                            | Refer to Safety Recall Program #04014C.  |
| <b>Contact Person:<br/>(for Wholesale)</b>                 | Name: Joan Stone Phone: 810-606-4422<br>Email: Joan M. Stone/US/GM/GMC @ GM Fax: |
| <b>Contact Person:<br/>(for Wholesale)</b>                 | Name: Phone:<br>Email: Fax:  |
| <b>Contact Person:<br/>(for Dealership)</b>                | Name: Joan Stone Phone: 810-606-4422<br>Email: Joan M. Stone/US/GM/GMC @ GM Fax: |
| <b>Contact Person:<br/>(for Dealership)</b>                | Name: Phone:<br>Email: Fax:  |
| <b>Functional Role(s):<br/>(Recommended Distribution):</b> | Parts Manager  |

### Message Categorization Information

|                            |                                 |
|----------------------------|---------------------------------|
| <b>Message Type:</b>       | GM Parts Bulletin & Information |
| <b>Revision Reference:</b> |                                 |

### Message Retention

|                      |            |
|----------------------|------------|
| <b>Release Date:</b> | 10/01/2004 |
| <b>Archive Date:</b> | 10/15/2004 |

**Dealer Salutation:** TO ALL CADILLAC AND OLDSMOBILE DEALERS

### DESCRIPTION:

#### PRODUCT SAFETY RECALL #04014C – October 1, 2004

This bulletin is being revised to add 1997 Cadillac model vehicles. Please discard Safety Recall bulletin number 04014B, dated September 2004.

- General Motors has decided that a defect which relates to motor vehicle safety exists in all 1995-1997 Cadillac De Ville Concours, Seville, Eldorado; 1996-1997 Cadillac De Ville; and 1995-1997 Oldsmobile Aurora model vehicles. These vehicles have a condition in which the original equipment nylon tubing used in the fuel rail construction may degrade and crack. Additionally, the 1995 Oldsmobile Aurora uses a unique underhood fuel return line that may crack at unusually high rates. Cracking of the fuel rail or return line tubing can result in a fuel leak into the engine compartment. The operator may experience fuel odor and possibly engine stalling due to loss of fuel pressure to the engine. If this event were to occur, and if an ignition source were present, an



engine compartment fire could occur.

- Dealers will inspect and, if necessary, replace the engine fuel rail with a new stainless steel fuel rail. Dealers will also replace the chassis fuel lines on 1995 Oldsmobile Aurora model vehicles.
- Refer to Safety Recall Program # 04014C for further information.

**EFFECTIVE DATE:**

Initial owner mailing is scheduled to begin: October 8, 2004

**GENERAL INFORMATION:**

**Parts Pre-Ship Information – For US**

**Important:** An initial supply of parts required to complete this recall will be pre-shipped to involved Dealers of record. The pre-shipment for 1995 Cadillacs began the week of July 26, 2004. The pre-shipment for 1996 Cadillacs began the week of August 30, 2004. The pre-shipment for 1997 Cadillacs began the week of September 20, 2004. The pre-shipment for 1996-97 Oldsmobiles began the week of May 24, 2004. The pre-shipment for 1995 Oldsmobiles began the week of August 23, 2004. All pre-shipments will be approximately 15% of each Dealer's involved vehicles. Pre-shipped parts will be charged to Dealer's open parts account.

Additional parts, if required, are to be obtained from General Motors Service & Parts Operations (GMSPO). Please refer to your "involved vehicles listing" before ordering parts. Normal orders should be placed on a DRO = Daily Replenishment Order. In an emergency situation, parts should be ordered on a CSO = Customer Special Order.

| Part Number | Description  | Quantity/Vehicle |
|-------------|--|------------------|
| 12583147    | Rail Kit, M/Port F/Injn Fuel (1995-96 Cadillac)    | 1                |
| 17800051    | Seal Kit, M/Port F/Injr (1995 Cadillac)            | 1                |
| 12583148    | Rail Kit, M/Port F/Injn Fuel (1997 Cadillac)       | 1                |
| 17800053    | Seal Kit, M/Port F/Injr (1996-97 Cadillac)         | 1                |
| 12583146    | Rail Kit, M/Port F/Injn Fuel (1995 Oldsmobile)     | 1                |
| 17800050    | Seal Kit, M/Port F/Injr (1995 Oldsmobile)          | 1                |
| 10384811    | Pipe Kit, F/Injn Fuel Feed & Rtn (1995 Oldsmobile) | 1                |
| 12583145    | Rail Kit, M/Port F/Injn Fuel (1996-97 Oldsmobile)  | 1                |
| 17800052    | Seal Kit, M/Port F/Injr (1996-97 Oldsmobile)       | 1                |
| 8919354     | Conduit, Plastic                                   | 8 feet           |
| 12345579    | Grease, Dielectric Silicone (1 oz.)                | As needed        |

**VSSM Library Fields**

Do Not Send Message to VSSM Library

Does This Document Require Action from a Information Field Rep?

Intended Audience(s): Area Parts Manager, Area Service Manager, Commercial Service Manager, Field Zone Manager, Fleet/Commercial Manager, Region-NC, Region-NE, Region-SC, Region-SE, Region-W, Regional Parts Manager, Regional Service Manager, Regional Service Technical Manager, Regional Warranty Manager

Involved Brand(s): Cadillac-DeVille, Cadillac-Eldorado, Cadillac-Seville, Oldsmobile-Aurora

Document Type(s): Parts

Expiration Date: 10/15/2004

Topic: GM Parts - K, O 1995/1996/1997 DeVille, Eldorado, Seville, Aurora Engine Fuel Rail

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK,ss

SUPERIOR CIVIL COURT

DOCKET No SUCV2005-02304 ←D

BARRY H SPENCER, JR.,  
TAMIKA N SCOTT

-VS-

GENERAL MOTORS

2008 JUN 12 P 2 10

AFFIDAVIT OF TAMIKA NICOLE SCOTT


I, Tamika Nicole Scott, hereby depose and state the following under oath & under the pains and penalties of perjury

- 1 I, Tamika Nicole Scott, am the plaintiff in this case,
- 2 I was accompanied by the other plaintiff, Barry H. Spencer Jr., to Expressway Motors on January 19 & 20, 2003, to purchase a 1997 Cadillac Eldorado Coupe, Green, Vin# 1G6EL12Y8U604873
- 3 Soon after purchasing the vehicle I began to experience problems with the used vehicle. The vehicle began stalling and shutting off while driving public ways and roads
- 4 I called the salesman, Fernando Owens, who sold me the vehicle to express my concerns regarding the technical problems I was experiencing. I informed him the issues were hindering the safety of the vehicle, placing me, my unborn child, and my passengers at risk. They began to occur two-three weeks after the purchase date of January 20, 2003. Mr Owens asked that I bring the vehicle in for a maintenance check
- 5 After dropping off the vehicle I returned later to Expressway Motors to pick it up and find out what the problem was. Mr Owens informed me the vehicle had been inspected by the mechanics and nothing was found. He told me and my friend, Delicia Williamson, that if I was trying to make an attempt to return the vehicle all sales were final. I informed Mr. Owens I was not trying to return the vehicle. I told him I just wanted whatever was happening to be fixed because it was a safety issue
- 6 In early February 2003 myself, and the other plaintiff, Barry H. Spencer Jr., were traveling down Dorchester Avenue. As I attempted to take a left turn and an intersection onto Talbott Avenue, the vehicle completely shut down without warnings, we were coasting without any systems the steering locked up, the brakes, none of the lights worked. I frantically tried to get the car started by turning the ignition key out of fear of getting hit by the other moving vehicles in the flow of traffic

- 7 On February 10<sup>th</sup>, 2003, Myself and plaintiff, Barry H Spencer, were traveling from my home on Vesta Road to his home on Parkview Street While driving on a main highway, Blue Hill Avenue, the vehicle again shut off completely, as explained in par 6, this time we were in afternoon traffic one of the busiest streets in Dorchester, Massachusetts
- 8 I was reluctant to call the dealership after the system shutdown in early February for fear of being accused of trying to return the vehicle again. I did not want any problems and felt as though the dealership was accusing me of wrongdoing But, after the near death experience on the 10<sup>th</sup>, I mustered up the courage to call and spoke with the sales person, Fernando Owens, again regarding my safety, and defective issues going on with the vehicle He told me to bring the vehicle in and it would be taken to a Cadillac Dealership for servicing
- 9 The Dealer, Expressway Motors, held the vehicle then took it to EZ AUTO SERVICE Center, later we found out the vehicle was never checked or serviced for the problems complained of regarding stalling, shutting off and or systems failure
10. I was told again, by Fernando Owens, the vehicle was fine and I should not have any recurring problems with the vehicle
- 11 The plaintiff, Barry H Spencer, Jr., was utilizing the vehicle on July 11, 2003 On this date I received a phone call from a Medical Specialist in the Intensive Care Unit at Boston Medical Hospital The call was to inform me that Mr Spencer had been seriously injured in a car accident
- 12 I was just relived to find out the plaintiff, Barry H. Spencer was alive He told me the following several days later when he was conscious and could speak He was traveling on American Legion Highway, and a car came out from the Franklin Park Zoo parking lot in front of him, he immediately went over to the left lane from the right lane to avoid an accident, where within seconds, he was hit from behind He was hit from behind in the far left lane, went to the right lane, then went off the road, veered into a tree, and all the while anxiously tried to regain control of the vehicle but it would respond, same as herein mentioned He remembered trying to steer the car to remain on the road but it was useless, he was trapped inside a luxury coffin, before losing consciousness, he remember only seeing grass then a tree; after all he felt was the rear end of the vehicle raising He stayed in the Hospital for 3 to 4 days with fractures to the sternum, ribs, pelvis, hands and knees, lacerated liver, extreme headaches with lost periods of time, notwithstanding having problems sitting and standing for long periods of time and other aches and pains consistent of an accident with major front end damage
- 13 Around December 2003 I received a recall letter from the General Motors Dealer, in which the car was originally sold, explaining the engine fuel rail needed to be replaced, on my vehicle, the notice stated the make, model, vehicle identification number & the nature of the problem

14 Upon doing some research and investigation I found there were numerous complaints like mine regarding the fuel rail and car system shutdown. These safety violations have caused me substantial emotional scarring, property loss, and loss of wages for support of me and my child from the other defendant Mr. Spencer, since the defendant, General Motors, placed into the stream of commerce, a dangerous product by reason of defects.

I hereby depose and state that all the facts herein are true to the best of my knowledge, signed under the pains and penalties of perjury.



Tamika Nicole Scott

SUFFOLK,ss COMMONWEALTH OF MASSACHUSETTS SUPERIOR CIVIL COURT DOCKET No SUCV2005-02304 -D

BARRY H SPENCER, JR , TAMIKA N SCOTT

-VS-

GENERAL MOTORS

AFFIDAVIT OF BARRY H SPENCER, JR ,

2/23/05 10:21 AM

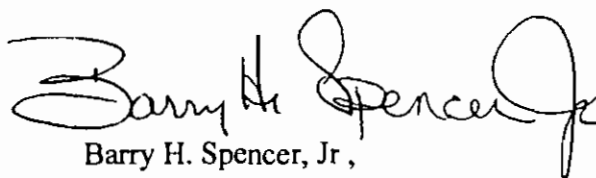
I, Barry H Spencer, Jr , Hereby depose and state the following under oath & Under the pains and penalties of perjury

- 1 I, Barry H Spencer, Jr , am the plaintiff in this case,
2 I accompanied the other plaintiff, Tamika N Scott, to Expressway Motors on January 19 & 20, 2003, to purchase a 1997 Cadillac Eldorado Coupe, Green, Vin# 1G6EL12Y8U604873
3 I asked the other plaintiff, Tamika N Scott, how the vehicle was driving and if she experienced any problems with the vehicle, since it was used and a 1997 model, She told me that the vehicle was stalling and shutting off while in usage while on Public ways and roads
4 I told her to call the Sales person, Fernando Owens, and express her concerns regarding the technical problems she was experiencing that was hindering the safety of the vehicle, placing her and my unborn child at risk, this was two-three weeks after the purchase date of January 20, 2003
5 I reminded her to call Expressway Motors since she told me the car shut off on Her again, she told me that the sales person, Fernando Owens, dismissed her concerns under the premise of believing she was trying to dissolve the sales' contract.
6 I offered to discuss the matter with Expressway Motors' sales person or Manager since I was very concerned of my familys' safety due to the vehicle stalling and shutting off while min usage, she said she'll handle the talking to the Dealer, Expressway Motors

- 7 In early February 2003 Myself and the other plaintiff, Tamika N Scott, were Traveling down Dorchester Avenue turning onto Talbolt Avenue, the vehicle completely shut down without warnings, we were coasting without any systems the steering locked up, the brakes, none of the lights worked, we were as a fish out of water-DEAD
- 8 I again expressed to Tamika that this problem could not be avoided and was extremely serious and dangerous and the Dealer should be made aware of the problem
- 9 On February 10<sup>th</sup>, 2003, Myself and plaintiff, Tamika N Scott, were traveling from her home on Vesta Road to my home on Parkview Street, proceeding along Blue Hill Avenue when the vehicle again shut off completely, as explained in par 7, this time we were in afternoon traffic one of the busiest streets in Dorchester, Massachusetts
- 10 After the near helplessness& near death experience I had enough I explained to the other Plaintiff, Tamika N. Scott, if she did not return the car for servicing, I will personally with some choice words regarding the safety of the vehicle and my feels of placing ~~my family at risk with a defective product.~~
- 11 The plaintiff, Tamika N. Scott, called the next day and spoken with the sales person regarding the safety and haphazardness of the vehicle, she told me that the vehicle will be taken to a Cadillac Dealer for servicing regarding the complaints she expressed to the sales person
- 12 The Dealer, Expressway Motors, held the vehicle then taken it to EZ AUTO SERVICE Center, (later we found out the vehicle was never checked or serviced for the actual Problems complained of regarding stalling, shutting off and or systems failure
- 13 The plaintiff, Tamika N. Scott, told me she was told the vehicle was fine and that She should not have any reoccurring problems involving the vehicle
- 14 While the plaintiff, Barry H Spencer, Jr , was utilizing the vehicle on July 11, 2003, I was traveling on American Legion Highway, a car came out from the Franklin Park Zoo opening in front of me; I immediately went over to the left lane from the right lane to avoid an accident, where within seconds, I was hit from behind
15. I was hit from behind in the far left lane, went to the right lane, then went off the road and veered into a tree, all the while anxiously trying to regain control of a vehicle that had not or would respond, same as herein mentioned
- 16 I remember trying to steer the car to remain on the road but it was useless, I was trapped inside a luxury coffin, before losing consciousness, I remember only seeing grass then a tree, after all I felt was the rear end of the vehicle raising
- 17 I awoken to the voices of two men yelling to each other about trying to get me out, I felt hands taking me out of the vehicle, while I was gasping for air my whole chest was sore and on fire; I was in so much pain I couldn't be moved to far.

- 18 I was taken by ambulance to Boston Medical Center while going in and out of consciousness, all I remember was the paramedics telling me to stay awake while poking and probing, for breaks and pain all over
- 19 I stayed in the Hospital for 3 to 4 days with fractures to the sternum, ribs, pelvis, hands and knees, lacerated liver, extreme headaches with lost periods of time, notwithstanding having problems sitting and standing for long periods of time and the other aches and pains consistent of an accident with major front end damage
- 20 Around December 2003 the plaintiff, Tamika N Scott, received a recall letter from a General Motors Dealer explaining that the engine fuel rail needed to be replaced, on her Vehicle, the notice stated the make, model, vin# & the nature of the problem
- 21 I did some research on the matter in December 2003 thru December 2004, I made numerous calls to Cadillac's' service center to enquire about what sort of problems that may occur due to not replacing the engine fuel rail, the service center stated that it will fix the problem and didn't want to answer questions regarding the symptoms the vehicle will have if the part was not replaced, when I asked about stalling or shutting-off the representative hung up
- 22 To try to make it simple I offered an analogy that a fuel rail effects the circulation of the fuel, if the fuel doesn't circulate same as the blood in a human, then the body of the car or person is dead in the water.
- 23 It was apparent that the car was defective so I wrote the defendant, General Motors, to inform them of my intent to sue due to product liability, negligence and warranty
- 24 violations which has caused me substantial mental & bodily injuries, since the defendant, General Motors, placed into the stream of commerce, a dangerous product by reason of defects

I hereby depose and state that all the facts herein are true to the best of my Knowledge, signed under the pains and penalties of perjury

  
Barry H. Spencer, Jr ,

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (for filer and filer's APPLICABLE)

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO (optional Address)

Sylvester-Richard Spencer  
 Care of Post Office Box 191128  
 Roxbury, Massachusetts Republic  
 near 02119

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. UCC FINANCING STATEMENT NUMBER: 200972913140

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) or recorded in the REAL ESTATE RECORDS

2. TERMINATION:  This Financing Statement described above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION:  This Financing Statement is being continued with respect to security interest(s) of the Secured Party authorizing this Continuation Statement.

4. ASSIGNMENT:  This Financing Statement is being assigned to the assignee in item 7c and address of assignee in item 7c and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE NAME or ADDRESS: Please refer to the following instructions in regards to changing the name/address of a party.  DELETE NAME: Give record name to be deleted in item 6a or 6b.  ADD NAME: Complete item 7a or 7b and also term in item 7c (if applicable).

6. DEBTOR RECORD INFORMATION

6a. NAME OF DEBTOR: BARRY HENRY SPENCER JR. ORGANIZATION, TRADE NAME, TRADEMARK, DEBTOR

| FIRST NAME | MIDDLE NAME | SUFFIX      |
|------------|-------------|-------------|
| BARRY      | HENRY       | SPENCER JR. |

7. CREDITORS' RECORD INFORMATION

| ADDRESS                        | CITY    | STATE | ZIP   | PHONE          |
|--------------------------------|---------|-------|-------|----------------|
| Care of Post Office Box 191128 | Roxbury | MA    | 02119 | (617) 552-5407 |
|                                |         |       |       | (949) 226-5407 |

8. AMENDMENT OF COLLATERAL CHARGE

delete  add  changed collateral description  no collateral

All Debtor's Collateral described in the MASSACHUSETTS UCC FINANCING STATEMENT COLLATERAL ASSIGNMENT Political Status annexed to this Financing Statement incorporated by reference herein

Secured Party: Burtol Authorized Representative, Principle, Secretary, Manager, Trustee's Autograph

9. SIGNATURE OF SECURED PARTY (SECURED PARTY) AND DEBTOR (DEBTOR)

Signature: Spencer (Secured Party), Barry (Debtor), Henry (Debtor)

10. DEBTOR: BARRY HENRY SPENCER - Secured Party: Barry-Henry Spencer



MASSACHUSETTS UCC FINANCING STATEMENT  
COLLATERAL ASSIGNMENT SCHEDULE A

DEBTOR BARRY HENRY SPENCER JR  
Secured Party Barry-Henry Spencer, Junior

This filing is an entry for the Collateral Record Owner, Barry-Henry Spencer, Junior, on this 13<sup>th</sup> day of August, 2009. This is an Actual and Constructive Notice that all of Debtor's interest now held or hereafter acquire is hereby accepted as collateral for securing contractual obligation in favor of the Secured Party as detailed in a true, correct, complete notarized Commercial Security Agreement # BHSJR05062009-SA01 in the possession of the Secured Party, inquiring parties may consult directly with debtor for ascertaining, in detail, the financial relationship and contractual obligations associated with this commercial transactions identified in security agreement referenced above.

Per the security agreement contract the above Secured Party a living man, hereby duly gives notice of claim to

(1) Party all presently existing or hereafter arising now owned or hereafter acquired accounts bank accounts, Secured Abandon Funds from all accounts, accounts receivable, contract rights ~~chattel paper, documents, inventory, instruments, equipment(s), reserves, reserve accounts,~~ rebates and general intangibles, and all books and records pertaining to accounts, and all proceeds of the foregoing property. NOTICE In accordance with USC - Property - This is the entry of the Debtor in the Commercial Registry as a Transmitting Utility\* the property hereby registered in the same as Public Notice of a Commercial Transaction,

(2) all right, interest and title in bond(s) or equitable exemptions, credits or other remedies created and or secured pursuant to title in STATE OF MASSACHUSETTS, County of Suffolk Certificate of Birth # 094252 No. 8407 and the pledge represented by same not limited to the pignus hypotheca hereditiments res the energy and all products derived therefrom and all signatures on all contracts and agreements predicated on the legal entity described above as Debtor nunc pro tunc to the date of creation

(3) all right, interest and title in the bond(s) behind Certificate of Birth #094252 No. 8407 which represents the pre-paid financing on any and all activities of Debtor nunc pro tunc to date of inception

(4) all right interest and title in any and all indentures debentures and bonds of Debtor, nunc pro tunc to the date of creation. The Secured Party further claims all right interest and title in all of the Debtor's titled and non-titled interests in assets possessions property resources and licenses etc, equitable exemptions credits or other remedies created and or secured including but not limited to STATE OF MASSACHUSETTS DRIVER LICENSE # [REDACTED] any and all funds due to the Debtor from the Debtor's Social Security contract identified by account number [REDACTED] (OR) representing pre-paid financing - exempt from levy

(5) all rights title and interest in any and all indentures debentures and bonds of DEBTOR's titled and non-titled interests in assets

ASSCHUSETTS FINANCING STATEMENT  
COLLATERAL ASSIGNMENT SCHEDULE A

(6) all rights title and interest in any and all indentures debentures and bonds of bonds and notes numbered

BHSJR10001PN-BHSJR99999PN BHSJR 10001BD- BHSJR 99999BD,  
BHSJR 10001CT- BHSJR 99999CT

(7) all right interest and title in any and all indentures, debentures and bonds of Debtor Contract Trust Account Tracking Number RE 504 191 159 US,

(8) Debtor BARRY HENRY SPENCER, JR, ORGANIZATION, TRADE NAME, TRADEMARK, DEBTOR, nunc pro tunc, but not limited to all Capitalized Names BARRY HENRY SPENCER, JR, SPENCER BARRY HENRY, Jr, B H SPENCER, Jr and any and all derivatives or juristic names which means an abstract, legal entity eng legis such as a corporation, created by construct of law and all contracts agreements and signatures and/or endorsements,

(9) all right interest and title in any and all indentures debentures and bonds of any and all commercial activities of DEBTOR,

(10) all proceeds, products, baggage, accounts, fixtures, and the orders therefrom are released to the Debtor to serve as collateral for the Creditor Secured Party's benefit,

The Secured Party's claim to a security interest in all of the right, interest and title in all of the Debtor's titled and non-titled interests in assets, possessions, property, resources and licenses, etc, is validated and confirmed by private contract and a duly executed security agreement. Said private contract and security agreement gives the Secured Party a total assignment of all of the Debtor's assets possessions property resources and licenses etc. The security interest claimed by the Secured Party does not imply or represent any type of surety or obligation by the Secured Party for the Debtor's actions or obligations. Any challenge to the herein noticed claim is required to be presented to the twelve justices of the Constitutional County Court of Record for the People at the county of Suffolk Massachusetts for a determination of the merits of said challenge pursuant to the common law.

All property is Accepted for Value and Exempt from Levy

This is done in full in accord with Public Law found at Chapter 48, 48 Stat 112 Public Policy found at House Joint Resolution 192 of June 5, 1933 Public Law found at 73-10, the Uniform Commercial Codes and Massachusetts General Law found at Chapter 106

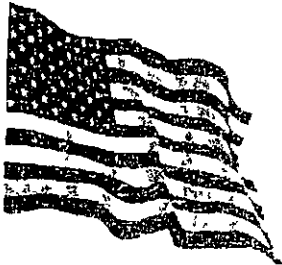
All Rights Reserved

BARRY HENRY SPENCER JR  
BARRY HENRY SPENCER JR DEBTOR

Barry-Henry Spencer Junior  
Barry-Henry Spencer Junior Secured  
Party Sovereign Grantor Bailor Living  
Principle Trustee Authorized Representative

International Registered Private Tracking Number - RE 011-42-963 US

UCC-1 Filed in MASSACHUSETTS Secured Transaction Registry Number- 200972913140



**ATTENTION AND WARNING!**  
**THIS IS A LEGAL NOTICE AND DEMAND**

FIAT JUSTITIA, RUAT COELUM

*(Let right be done though the heavens should fall)*

NON WAP POWERS  
ATTORNEY

To: All State Federal and International Public Officials, by and through  
MASSACHUSETTS SECRETARY OF STATE WILLIAM FRANCIS GALVIN  
TAKE NOTICE IGNORANCE OF THE LAW IS NO EXCUSE  
THIS IS A CONTRACT IN ADMIRALTY JURISDICTION

I do not wish to speak to you under any circumstances excluding federal judicial review

**THIS TITLE IS FOR YOUR PROTECTION!**

- (1) I, one Barry-Henry Spencer, Junior [Freeman] the undersigned, herein request that you present anything that you say to me in writing signed under penalty of perjury as required by your law as shown in this instrument Notice to Agent is Notice to Principal Notice to Principal is Notice to Agent Attachments are included and are part of this contract
- (2) This Notice is in the nature of a Miranda Warning Take due heed of its contents If for any reason you do not understand any of these statements or warnings it is incumbent upon you to summon a superior officer special prosecutor federal judge or other competent legal counsel to immediately explain to you the significance of this presentment as per your duties and obligations in respect to this private, formal notarized registered Statute Staple Securities Instrument As per Title 11 USC 501(a) 502(a) 11 USC 7001 7013, and Federal Rules of Civil Procedure Sections 8-A, AND 13-A the claim or presumption that I, Barry-Henry Spencer Junior am a Debtor to the 'UNITED STATES' or any of its agencies or sub-corporations is forever rebutted by this contract This rebuttal is a counterclaim in Admiralty
- (3) Your Failure to timely do so leaves you in the position of accepting full responsibility for any and all liabilities for monetary damages as indicated herein that I incur by any adversely affecting injuries caused by your overt or covert actions or the actions of any of your fellow public officers and agents in this or any other relevant matters as described herein You have thirty (30) days from the date that this document is received by the Clerk of the Public Record to respond and rebut the presumptions of this contract by submitting to me signed certified authenticated documents of the laws that rebut

- (7) By this record let it be known that I do not at any time waive any rights or protections as acknowledged by the aforementioned Constitution and /or Honorable "Bill of Rights," nonetheless, demanding that you protect these as you swore an oath to do so. I accept your lawfully required Oath of Office, bonds of any type, insurance policies, and property of any type for my protection and making whole

*Furthermore, should you witness any public officers at this time, or any time past, present, or future violate any of my rights or protections, it is your sworn duty (of oath) to immediately arrest, or have them arrested. You are legally required to charge them as you should any law breaker, regardless of officer's title, rank, uniform, cloak, badge, position, stature, or office, or you shall henceforth be accountable for monetary damages from, but not limited to your monetary liability, your corporate bond, compensatory costs, punitive procurements, and sanctioned by attorney attributions*

- (8) Note A true and correct, notarized copy of this **Statute Staple Securities Instrument** is safely deposited in the Massachusetts Secretary of State UCC office and/or the Register of Deeds Office in Suffolk County, Massachusetts. This security instrument has also been delivered to several trusted friends and accompanied by sworn affidavits certifying my policy of presenting this security instrument to each and every public officer who approaches me violating my unalienable rights including, but not limited to, my right of liberty and free movement upon any common pathway of travel. I have a lawful right to travel, by whatever means, via land, sea, or air, without any officer, agent, employee, attorney, or judge willfully causing adverse affects or damages upon me by an arrest, detainment, restraint, or deprivation. I will be granted the status and treatment of a foreign Sovereign, a foreign diplomat, by all customs officials. This document or the deposited copy becomes an evidentiary document certified herein, as if now fully reproduced, should any court action be taken upon me as caused by your acts under color of law with you, your officers, and employees

**Take note** You are now monetarily liable in your personal and corporate capacity. I, Barry Henry Spencer Junior [Freeman], the undersigned a Sovereign notwithstanding anything contrary abide by all laws in accordance with the aforementioned Constitution and Honorable "Bill of Rights" which are applicable to Sovereigns. I, Barry-Henry Spencer Junior wish no harm to any man. You agree by your non-response to uphold my "Right to Travel" or you must rebut my presumption by lawfully documented evidence in law On and For the Record, Under Oath and penalty of perjury within the thirty (30) days as aforementioned in this Admiralty Contract

- (9) **BE WARNED, NOTICED, AND ADVISED** that I rely upon, in addition to constitutional limits of the "Constitution for the united States of America" and/or the Honorable "Bill of Rights," governmental authority, the rights and protections guaranteed under Uniform Commercial Codes, common equity law, laws of admiralty, and commercial liens and levies pursuant to but not limited, to Title 42 (Civil Rights), Title 18 U S C A (Criminal Codes), Title 28 U S C A (Civil Codes), and additional MASSACHUSETTS constitution penal codes in as much as they are in compliance with the aforementioned Constitution and/or "Bill of Rights. This e can be no violation of any of these laws unless this e is a victim consisting of a natural flesh and blood man who has been damaged. When this e is no victim this e is no crime or law broken. Unless this is rebutted within the time limit contained herein, and the conditions of the rebuttal are met you or any representative in any capacity of any agency government corporation or the like agree to abide by this contract anytime that you interact with me

these presumptions point by point, On and For the Record under penalties of the law including perjury This document will be on file in the public record, and the clerk in charge of the public record is charged to distribute this to any and all responsible parties, i.e., officers of the court, and /or law enforcement officers including local state, federal, international multi-jurisdictional, or any and all officers, representatives, contractors, agencies, or any such entity or person that may bring any type of action, whether civil or criminal or other, against me, and whether in this county, state, region, area, country, corporation, federal zone, or in any venue and/or jurisdiction Your failure to timely rebut the statements and warnings herein constitute your complete, tacit agreement with all statements and warnings contained herein Your presumptions that I, the undersigned, am a "Corporate Fiction" or "Legal Entity" and under your corporate "UNITED STATES" jurisdiction are now and forever rebutted

- (4) I, the undersigned tendering this document, am a Private People of Posterity, a Sovereign Personam Sojourn, by fact, not a 14<sup>th</sup> amendment citizen or surety within, or subject for or allegiance to, your corporate "UNITED STATES", or to any de facto, compact, corporate commercial states contracting therein, only to the "united States of America," nonetheless carrying with me exclusive, original, sovereign jurisdiction and venue having one supreme court and United States Court of International Trade This is a matter of public record, tendered by way of registered mail or hand to MASSACHUSETTS SECRETARY OF STATE

These pages are to be recorded upon a liber records and books and page by officer(s) or clerk(s) or agent(s) by way of UCC FINANCING STATEMENT check box number 6 in Register of Deeds Offices including but not limited to SUFFOLK COUNTY and MIDDLESEX, ESSEX, NORFOLK WORCHESTER, HAMPDEN, HAMPHIRE, FRANKLIN, BERKSHIRE, BRISTOL, PLYMOUTH, BARNSTABLE, DUKES, and NANTUCKET COUNTIES, also by request of the Barry-Henry Spencer, Junior and/or representative of Barry-Henry Spencer, Junior

- (5) I, the undersigned, now tendering this legally binding Legal Notice and Demand in hand am not a surety under your jurisdiction nor a subject under your corporate veil "Color of Law Venue" being acknowledged by silence and acquiescence of WILLIAM FRANCIS GALVIN respectfully MASSACHUSETTS SECRETARY OF STATE, also but not limited to any public officers agents, contractors, assigns employees, and subsidiaries of your office regarding my Legal Notice and Demand tendered by registered mail or hand with MASSACHUSETTS SECRETARY OF STATE UCC FINANCING STATEMENT and/or liber book number and page affixed
- (6) **Which** silence of Corporate Office SECRETARY OF STATE ratifies severances of any nexus or relationship to de facto, corporate, commercial state offices, being fraudulent conveyance by operating under "Color of Authority" upon affiant Let this be known by the "**Good Faith (Oxford) Doctrine**" to all men and women I do not consent to any warrantless searches, or searches that are not compliant with the "Constitution for the united States of America" and /or all of the amendments of the Honorable 'Bill of Rights' whether of my dwellings, cars land crafts, watercrafts aircrafts, me, mine current location, property, hotel rooms, apartments, business records, businesses, or my machinery, vehicles equipment(s) supplies, buildings grounds, land in my private possession or control past, present and future, now and forevermore so help you God

I, Barry-Henry Spencer, Junior [Freemen] the undersigned, am of lawful majority age clear head, and sound mind

- (10) **Remember**, you took a solemn binding oath to protect and defend the original "Constitution for the united States of America" (1787) adopted circa 1791 Violations of said oath is perjury, being a bad-faith doctrine by constructive treason and immoral dishonor, infra, 13, 14 & 15 I accept said Oath of Office that you have sworn to uphold I declare that any and all presumptions that I am citizen, subject, resident, participant, legal entity, strawman, fiction, or any such thing, of any and all jurisdictions of the UNITED STATES OR ANY OF ITS SUBDIVISIONS, AGENCIES, ENTITIES, DEPARTMENTS SUBSIDIARIES are now and forever rebutted You may rebut my presumptions by submitting certified copies of lawful documents that have been certified by MASSACHUSETTS states attorney while under oath and on the official record and under penalty of perjury and waiving all immunities from prosecution You have thirty (30) days to rebut my statements as indicated herein, or my statements will stand as true, lawful and legal in all of your courts and/or hearings
- (11) **This** legal and timely notice, declaration, and demand is prima facie evidence of sufficient Notice of Grace The terms and conditions of this presentment agreement are a quasi-contract under the Uniform Commercial Code and Fair Debt Collection Practices Act These terms and conditions are not subject to any or all immunities that you may claim, should you in any way violate my rights or allow violations by others Your corporate commercial acts against me or mine and your failures to act on behalf of me or mine are ultra vires and injurious by willful and gross negligence
- (12) **The** liability is upon you, and/or your respondent superior, and upon others including any and all local state, regional, federal, multijurisdictional, international, and/or corporate agencies, and/or persons of the foregoing involved directly or indirectly with you via any nexus acting with you, and said liability shall be satisfied jointly and/or severally at my discretion You are sworn to your Oath of Office and I accept your Oath of Office and your responsibility to uphold the rights of me and mine at all times

**BILLING COSTS ASSESSED WITH LEVIES AND LIENS UPON VIOLATIONS SHALL BE.**

- (13) **Unlawful Arrest Illegal Arrest, or Restraint, or Distrain, Trespassing/Trespass without a lawful, correct, and complete 4th amendment warrant** \$2,000,000 00 (Two Million) US Dollars, per occurrence, per officer, or agent involved
- Excessive Bail, Fraudulent Bond, Cruel and Unusual Punishment, Violation of Right to Speedy Trial, Freedom of Speech, Conspiracy, Aiding and Abetting, Racketeering, or Abuse of Authority** as per Title 18 U S C A , §241 and §242, or definitions contained herein \$2,000 000 00 (Two Million) US Dollars, per occurrence per officer, or agent involved
- Assault or Assault and Battery without Weapon** \$2,000,000 00 (Two Million) US Dollars per occurrence, per officer or agent involved
- Assault or Assault and Battery with Weapon** \$3,000,000 00 (Three Million) US Dollars, per occurrence, per officer, or agent involved
- Unfounded Accusations by Officers of the Court, or Unlawful Determination** \$2,000 000 00 (Two Million) US Dollars, per occurrence, per officer, or agent involved
- (14) **Denial and/or Abuse of Due Process** \$2,000,000 00 (Two Million) US Dollars, per occurrence, per officer, or agent involved
- Obstruction of Justice** \$2,000 000 00 (Two Million) US Dollars, per occurrence per officer or agent involved
- Unlawful Distrain, Unlawful Detainer, or False Imprisonment** \$5,000 000 00 (Five Million) US Dollars per day, per occurrence per officer or agent involved, plus 18% annual interest
- Reckless Endangerment Failure to Identify and/or Present Credentials and/or Failure to Charge within 48 (Forty-Eight) Hours after being detained** \$2 000 000 00 (Two Million) US Dollars per occurrence, per officer, or agent involved
- Counterfeiting Statute Staple Securities Instruments** \$2,000,000 00 (Two Million) US Dollars per occurrence, per officer or agent involved

(15) **Unlawful Detention or Incarceration** \$2,000,000.00 (Two Million) US Dollars per day per occurrence, per officer, or agent involved

**Incarceration for Civil or Criminal Contempt of Court without lawful, documented-in-law, and valid reason** \$2,000,000.00 (Two Million) US Dollars per day, per occurrence, per officer, or agent involved

**Disrespect by a Judge or Officer of the Court** \$2,000,000.00 (Two Million) US Dollars per occurrence, per officer, or agent involved

**Threat, Coercion, Deception, or Attempted Deception by any Officer of the Court** \$2,000,000.00 (Two Million) US Dollars per occurrence, per officer, or agent involved

**Unnecessary Restraint** \$2,000,000.00 (Two Million) US Dollars, per occurrence per officer, or agent involved

**Refusal of Lawful Bailment as provided by the aforementioned Constitution and/or Honorable "Bill of Rights"** \$2,000,000.00 (Two Million) US Dollars per day of confinement to be prorated by the hour as per Trafficant vs. Florida, per occurrence, per officer, per agent involved

**Coercion or Attempted Coercion of the Natural Man to take responsibility for the Corporate Strawman against the Natural Man Secured Party's Will** \$2,000,000.00 Two Million US Dollars per occurrence, per officer or agent involved

**The Placing of an Unlawful or Improper Lien, Levy, Impoundments, or Garnishment against any funds, bank accounts, savings accounts, retirement funds, investment funds, social security funds, intellectual property, or any other property belonging to the Natural Man Secured Party by any agency** \$2,000,000.00 (Two Million) US Dollars per occurrence, and \$100,000.00 (One Hundred Thousand) US Dollars per day penalty until liens levies, impoundments and/or garnishments are ended and all funds reimbursed and all property returned in the same condition as it was when taken with 18 % annual interest upon the Secured Party's declared value of property

**Destruction, Deprivation, Concealment, Defacing, Alteration, or Theft of Property** including buildings structures, equipment(s) furniture(s), fixtures and supplies belonging to the Natural Man Secured Party will incur a penalty of total new replacement costs of property as indicated by Owner and Secured Party, including but not limited to purchase price and labor costs for locating, purchasing, packaging, shipping, handling, transportation delivery, set up, assembly, installation tips and fees, permits, replacement of computer information and data computer hardware and software, computer supplies, office equipment and supplies, or any other legitimate fees and costs associated with total replacement of new items of the same type like kind and/or quality and quantity as affected items. The list and description of affected property will be provided by the Owner and Secured Party and will be accepted as complete accurate and uncontestable by the agency or representative this eof that caused such action. In addition to the aforementioned cost this e will be a \$200,000.00 (Two Hundred Thousand) US Dollars per day penalty until property is restored in full beginning on the first day after the incident as provided by this contract



## CAVEAT

- (16) The aforementioned charges are billing costs deriving from, but not limited to, Uniform Commercial Codes and Fair Debt Collection Practices Act and this contract. These charges shall be assessed against persons, governmental bodies, and corporate entities supra, or any combination thereof when they individually and/or collectively violate my natural and/or civil rights as an American by declaration. The aforementioned Constitution and/or the Honorable "Bill of Rights" establish jurisdiction for you in your normal course of business. All violations against me, the undersigned, will be assessed per occurrence, per officer, representative, or agent of any agency that is involved in any unlawful action against me.
- (17) By your actions, you shall lack recourse for all claims of immunity in any forum. Your officers' knowing consent and admission of perpetrating known acts by your continued enterprise is a violation of my rights. This **Statute Staple Securities Instrument** exhausts all state maritime article 1 administrative jurisdictions and protects my Article III court remedies including but not limited to Title 42 U S C A, Title 18 U S C A, Title 28 U S C A, and Title 18 U S C, § 242.

## IGNORANCE OF THE LAW IS NO EXCUSE!

- (18) I, one Barry-Henry Spencer, Junior [Freeman], the undersigned, am the principal, and you are the agent! Fail not to adhere to your oath, lest you be called to answer before one God and one Supreme Court Exclusive Original Jurisdiction, which is the court of first and last resort, not excluding my "Good Faith (Oxford) Doctrine" by my conclusive Honorable "Bill of Rights."
- (19) This **Statute Staple Securities Instrument** is not set forth to threaten, delay, hinder, harass, or obstruct, but to protect guaranteed Rights and Protections assuring that at no time my Unalienable Rights are ever waived or taken from me against my will by threats, duress, coercion, fraud, or without my express written consent of waiver. None of the statements contained herein intend to threaten or cause any type of physical or other harm to anyone. The statements contained herein are to notice any persons, whether real or corporate, of their potential personal, civil, and criminal liability if and when they violate my Unalienable Rights as protected by the original Constitution of 1787 adopted circa 1791 and/or the Honorable "Bill of Rights." A bona fide duplicate of this paperwork is safely archived with those who testify under oath that it is my standard policy to ALWAYS present this notice to any public or private officer attempting to violate me and my rights. It is noted on the record that by implication of said presentment, this notice has been tendered by way of registered mail or by hand to MASSACHUSETTS SECRETARY OF STATE SECRETARY OF STATE WILLIAM FRANCIS GALVIN. This is prima facie evidence of your receipt and acceptance of this presentment in both your corporate and individual capacity jointly and severally for each and all governmental, political, and corporate bodies. Any other individuals who have been, are, or hereafter become involved in the instant actions or any future actions against me shall only correspond to me in writing while signing under penalty of perjury pursuant but not limited to Title 28 U S C A § 1746. This document is now on record in the MASSACHUSETTS SECRETARY OF STATE UCC office and/or the Register of Deeds Office in SUFFOLK COUNTY, MASSACHUSETTS, supra.

## SUMMATION

(20) Should you move against me in defiance of this presentment, there is no immunity from prosecution available to you or to any of your fellow public officers, officials of government, judges, magistrates, district attorneys, clerks, or any other persons who become involved in the instant actions, or any future actions, against me by way of aiding and abetting. Take due heed and govern yourself accordingly. Any or all documents tendered to me, lacking bona fide ink signatures or dates per title 18 U.S.C.A. § 513-514, are counterfeit security instruments causing you to be liable in your corporate and individual capacity by fraudulent conveyance now and forevermore. If and when you cause any injury and/or damages to the Natural Man Secured Party by violating any of the rights, civil rights, privileges, or any terms herein, you agree to voluntarily, with no reservation of rights and defenses, at the written request of the Natural Man Secured Party, surrender, including but not limited to, any and all bonds, public and/or corporate insurance policies, and CAFR funds as needed to satisfy any and all claims as filed against you by the Natural Man Secured Party. This applies to any and all agents, or representatives, individually and severally, of the "UNITED STATES" or any of the subdivisions thereof, as described herein.

### NOTICE TO AGENT IS NOTICE TO PRINCIPAL AND NOTICE TO PRINCIPAL IS NOTICE TO AGENT

(21) This document cannot be retracted by any employee, agent, representative, or officer of the court, or any individuals, excluding the Natural Man Secured Party on this registered document, for one hundred years from date on this legally binding **Statute Staple Securities Instrument**.

**Attention:** All Agents, Representatives or Officers, or such as, of the "UNITED STATES" or its subdivisions including local, state, federal, and/or international or multinational governments, corporations, agencies, and the like. You have thirty (30) days to rebut any portion of this document or you stand in total agreement. Non-response is agreement. Partial response is agreement. Rebuttal must be in written form with legal/lawful, verified, certified documentation in law, with copies of said law enclosed. This documentation must be provided under penalty of perjury. **Notice to Agent is Notice to Principal. Notice to Principal is Notice to Agent. Ignorance of the law is no excuse.**

(22) All other corporations including but not limited to telephone companies, cable companies, utility companies, contractors, builders, maintenance personnel, investors, journeymen, inspectors, law enforcement officers, officers of the court, manufacturers, wholesalers, retailers, and all other persons including all persons are bound by all paragraphs, terms, and conditions herein regardless of nature of limited liability corporations or affiliations as 'DBA's', 'AKA's', incorporations, or any types of businesses in commerce as decreed by this securities agreement and decree.

- (23) YOU ARE NOTICED having been given knowledge of the law and your personal financial liability in event of any violations of my rights and/or being This **Statute Staple Securities Instrument** now in your hand constitutes timely and sufficient warning by good faith, notice, and grace
- (24) Dated this 13<sup>th</sup> day of August, in the year of our Lord, two thousand nine This contract being of honor is presented under the "**Good Faith (Oxford) Doctrine.**" I accept the Oath of Office of all officers of the court, including but not limited to the clerk of the court, all judges and attorneys from all jurisdictions, all local, state, federal, international law enforcement officers, and all agents of the "UNITED STATES" or any subdivisions thereof
- (25) Any agent, law enforcement officer, employee, contractor, representative or the like of the "UNITED STATES" or any of its subsidiaries or sub-corporations, SHALL NOT ENTER, AT ANY TIME FOR ANY REASON ANY PROPERTY AT WHICH I AM LOCATED, or LEASE, OWN, or CONTROL, WITHOUT MY EXPRESS WRITTEN PERMISSION Violation of this notice will be considered criminal trespass and will be subject to a \$2,000 000 00 (Two Million) lawful US Silver dollar penalty plus damages, per violation, per violator
- (26) **Attention** Any and all lending institutions, brokerage firms, credit unions depository institutions, insurance agencies, credit bureaus, and the officers, agents and employees therein You have now been notified of the law as to your corporate and individual financial liability in the event of any violations upon the rights and/or being of Barry-Henry Spencer, Junior This **Statute Staple Securities Instrument** constitutes timely and sufficient warning by Good Faith Notice of your liability regardless of your political affirmations All penalties contained herein will be subject to a penalty increase of one million dollars per day, plus interest, while this e is any unpaid balance for the first thirty (30) days after default of payment This penalty will increase by 10% per each day until balance is paid in full plus 18% annual interest beginning on the thirty- first (31<sup>st</sup>) day after default of payment All penalties in this document are assessed in lawful money and are to be paid in one troy ounce US Silver Dollars that are 999 fine silver or equivalent par value if paid in legal tender or fiat paper money Par value will be determined by the value established by a one troy ounce 999 fine silver coin at the US MINT or by law whichever is higher value at the time of the incident Any dispute over the par value will be decided by the Secured Party, or his designee All definitions in Attachment 'B' are included as a part of this contract and will be applied as written herein Any dispute of any definition will be decided by the Secured Party There is no contradiction of terms as written within the confines of this title pursuant to the "Constitution for the united States of America" If any contradiction is found, the meaning will be determined by the Secured Party Definitions as they apply to this contract are enclosed in Attachment "B" and are included as a legal part of this contract Property as listed in this contract are enclosed in Attachment 'A' and are included as part of this contract

LS Barry-Henry Spencer Junior  
Barry-Henry Spencer Junior Secured Party Creditor

Name Barry-Henry Spencer, Junior, Secured Party Creditor

Country The "united States of America"

All property belonging to the Debtor belongs to the Secured Party See Attachment "A "

(27) Pursuant to Title 18 U S C , chapter 101 § 2071(b), "Whoever, having the custody of any such record, proceeding, map, book document, paper, or other thing, willfully and unlawfully conceals, removes, mutilates, obliterates, falsifies, or destroys the same, shall be fined under this title or imprisoned not more than three years or both, and shall forfeit his office and shall be disqualified from holding any office under the United States " After thirty (30) calendar days, you may not rebut this contract

(28) SUBSCRIBED AND AFFIRMED On this 13 day of August, 2009 AD before me the undersigned Notary Public, personally appeared Barry-Henry Spencer, Junior, known to me or proved to me through satisfactory evidence of identification, which were MA DOC ID# [REDACTED] FD be the man whose name is subscribed on this **Statute Staple Securities Instrument** and attached documents in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief Witnessed by my hand and official stamp, signed, sealed, and delivered by hand or by private, registered, or certified mail, drafted by the above Secured Party Creditor with attached property description

NOTICE

Using a notary on this document does not constitute any adhesion, nor does it alter my status in any matter The purpose for the notary is verification and identification only and not for entrance into any foreign United States Jurisdiction

Witnessed my hand and official seal

*Just at*

§ County of W. Middlesex

§

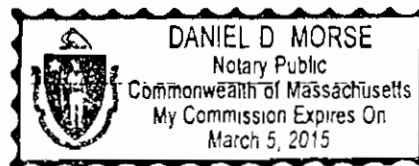
§ State of Massachusetts

Date August 13, 2009

*[Signature]*

Notary Public

Commission Expires



EMPLOYER IDENTIFICATION NUMBER 026563472 -PRIORITY EXEMPT/BOND NUMBER (Will Provide)  
NON NEGOTIABLE NON-TRANSFERABLE PRIVATE TITLE OF ORIGIN  
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL - NOTICE TO THE PRICAIPAL IS NOTICE TO THE AGENTS  
LEGAL NOTICE AND DEMAND

LS \_\_\_\_\_

First Witness

LS \_\_\_\_\_

Second Witness

SEAL

Private and Non-negotiable between parties

EMPLOYEE IDENTIFICATION NUMBER 026563472 - PRIORITY EXEMPT/BOND NUMBER (Will Provide)  
NON-NEGOTIABLE NON-TRANSFERABLE PRIVATE TITLE OF ORIGIN  
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VERIFICATION

**Perjury Jurat** Pursuant to Title 28, USC 1746(1) and executed "without the United States" "I" Barry-Henry Spencer, Junior Sur Juris, affirm under penalty of perjury under the laws of the United States of America Republic, that the foregoing is true and correct to the best of my belief and informed knowledge and further deponent shall not '1' affix my autograph, signature, and seal, at the end of this communication to all of the above and below affirmations with **EXPLICIT RESERVATION OF ALL OF MY UNALIENABLE RIGHTS, WITHOUT PREJUDICE** to any of those rights

Dated On this 13<sup>th</sup> Day of August, Two Thousand Nine A D

With Honor and Without Prejudice,

By Barry-Henry Spencer Junior  
Autograph (s) Barry-Henry Spencer Junior  
Employee Identification Number 026563472  
Barry-Henry Spencer Junior, Sur Juris Trustee Bailor  
Secured Party, Creditor Beneficiary



Private and Non negotiable between parties

### ATTACHMENT "A" - PROPERTY LIST

ALL PROPERTY BELONGING TO THE DEBTOR BELONGS TO THE SECURED PARTY DEBTOR IS A TRANSMITTING UTILITY DEBTOR IS A TRUST SEE THE FULL PROPERTY LIST IN THE "LEGAL NOTICE AND DEMAND" ON FILE AT THE REGISTER OF DEEDS OFFICE, SUFFOLK MASSACHUSETTS ALL OF THE FOLLOWING PROPERTY BELONGS TO THE NATURAL MAN, SECURED PARTY AS INDICATED HEREIN THIS PROPERTY INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING

- 1 All proceeds from Secured Party's labor from every source, from products, accounts, fixtures crops, mine head, wellhead, and transmitting utilities, etc,
- 2 All rents, wages, and income from every source,
- 3 All land in which Debtor has an interest, including the soil itself, all minerals atop or beneath the soil surface all air rights, all waters on or in the soil or land surface such as a lake or pond within the land boundaries,
- 4 All real property and all documents involving all real property in which Debtor has an interest, including all buildings structures fixtures, and appurtenances situated on or affixed thereto, as noted in #3 above,
- 5 All cottages cabins, houses, mansions and buildings of whatever type and wherever located,
- 6 All bank accounts foreign and domestic bank safety deposit boxes and the contents therein personal security codes, passwords, and the like associated therewith credit card accounts, mutual fund accounts, certificates of deposit accounts, checking accounts, savings accounts retirement plan accounts stocks bonds, securities and benefits from trusts
- 7 All inventory from any source,
- 8 All machinery, either farm or industrial, all mechanical tools, construction tools, tools of trade,
- 9 ~~All boats, yachts, and watercraft, and all equipment accoutrements, baggage, and cargo affixed or pertaining thereto or stowed~~ therein, inter alia all motors, engines, ancillary equipment accessories, parts, tools instruments electronic equipment, navigation aids service equipment, lubricants, fuels and fuel additives,
- 10 All aircraft, gliders balloons and all equipment accoutrements baggage, and cargo affixed or pertaining thereto or stowed therein inter alia all motors engines, ancillary equipment accessories parts tools instruments electronic equipment navigation aids service equipment lubricants fuels and fuel additives,
- 11 All motor homes, trailers mobile homes recreational vehicles houses, cargo and travel trailers and all equipment, accoutrements baggage, and cargo affixed or pertaining thereto or stowed therein inter alia all ancillary equipment accessories parts service equipment lubricants fuels and fuel additives
- 12 All animals and all farm livestock and all things required for the care, feeding use transportation, and husbandry thereof
- 13 All pets including cats dogs birds fish or whatever other of the animal kingdom has been gifted or otherwise acquired whether kept indoors or outdoors with all fixtures vehicles and housings required for their protection feeding care transportation shelter and whatever other needs may arise
- 14 All vehicles autos trucks four-wheel vehicles trailers wagons motorcycles bicycles tricycles wheeled conveyances of any kind motorized or otherwise in which Debtor has an interest
- 15 All computers, computer-related equipment and accessories flash drives, electronically stored files or data telephones electronic equipment office equipment and machines
- 16 All visual reproduction systems, aural reproduction systems motion pictures, films video tapes, audio tapes sound tracks compact discs, i-pods, phonograph records film video and aural production equipment, cameras projectors etc
- 17 All manuscripts books booklets pamphlets treatises, treatments monographs stories, written material libraries plays screenplays, lyrics, songs music
- 18 All books and financial records of Debtor
- 19 All trademarks, registered marks copyrights patents proprietary data and technology inventions intellectual property royalties good will,
- 20 All public or private scholastic degrees titles credentials medals trophies honors awards, recognitions meritorious citations certificates from apprenticeship training and/or continuing education programs etc from whatever source for whatever trade occupation work or endeavor
- 21 All military (Army Navy Air Force Marine National Guard etc) discharge papers and the like

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- 22 All records, diaries, journals, photographs, negatives, transparencies, images, video footage, film footage, drawings, sound records, audio tapes, video tapes, computer production or storage of all kinds whatsoever
- 23 All fingerprints, footprints, palm prints, thumbprints, RNA materials, DNA materials, genes, blood fractions, biopsies, surgically removed tissue, bodily parts, organs, hair, teeth, nails, semen, urine, other bodily fluids or matter, voice-print, retinal images, and the descriptions thereof, and all other corporal identification factors, and said factors, physical counterparts in any form, and all records, record numbers, and information pertaining thereto,
- 24 All biometric data, records, information, and processes not elsewhere described, the use thereof and the use of the information contained therein or pertaining thereto,
- 25 All rights to obtain, use, request, refuse, or authorize the administration of any food, beverage, nourishment, or water, or any substance to be infused or injected into or affecting the body by any means whatsoever
- 26 All rights to obtain, use, request, refuse, or authorize the administration of any drug, manipulation, material, process, procedure, ray, or wave which alters or might alter the present or future state of the body, mind, spirit, free will, faculties, and self by any means, method, or process whatsoever,
- 27 All keys, locks, lock combinations, encryption codes or keys, safes, secured places, and security devices, security programs, software, user names, passwords, machinery, or devices related thereto
- 28 All rights to access and use utilities upon payment of the same unit costs as the comparable units of usage offered to most-favored customers, inter alia, cable, electricity, garbage, gas, internet, satellite, sewage, telephone, water, and all other methods of communication, energy transmission, and food or water distribution
- 29 All rights to barter, buy, contract, sell, or trade ideas, products, services, or work
- 30 All rights to create, invent, adopt, utilize, or promulgate any system or means of currency, private money, medium of exchange, coinage, barter, economic exchange, bookkeeping, record-keeping, and the like,
- 31 All rights to use any free, rented, leased, fixed, or mobile domicile, as though same were a permanent domicile, and to be free from requirement to apply for or obtain any government license or permission, permit, and otherwise, and to be free from entry, intrusion, or surveillance, by any means, regardless of duration of lease period
- 32 All rights to manage, maneuver, direct, guide, or travel in any form of automobile or motorized conveyance whatsoever, without any requirement to apply for or obtain any government license, permit, certificate, or permission of any kind whatsoever
- 33 All rights to marry and procreate children, and to rear, educate, train, guide, and spiritually enlighten any such children, without any requirement to apply for or obtain any government license, permit, certificate, any vaccinations, or permission of any kind whatsoever,
- 34 All rights to buy, sell, trade, grow, raise, gather, hunt, trap, angle, and store food, fiber, and raw materials for shelter, clothing, and survival
- 35 All rights as outlined in the 'Constitution for the United States of America' and the Honorable 'Bill of Rights'
- 36 All rights to exercise freedom of religion, worship, use of sacraments, spiritual practice, and expression, without any abridgement of free speech, or the right to publish, or the right to peaceably assemble, or the right to petition government for redress of grievances, or the right to petition any military force of the United States for physical protection from threats to the safety and integrity of person or property by either 'public' or 'private' sources
- 37 All rights to keep and bear arms for defense of self, family, and parties entitling physical protection of person or property
- 38 All rights to create, preserve, and maintain inviolable, spiritual sanctuary and receive into same any and all parties requesting safety and shelter,
- 39 All rights to create, carry, and use private documents of travel of any kind whatsoever, inter alia, those signifying diplomatic status and immunity as a free, independent Sovereign
- 40 All claims of ownership or certificates of title to the corporeal and incorporeal hereditaments, hereditary succession, and all innate aspects of being, i.e., body, mind, spirit, free will, faculties, and self
- 41 All rights to privacy and security in person and property, inter alia, all rights to safety and security of all household or sanctuary dwellers or guests, and all papers and effects belonging to Debtor or any household or sanctuary dwellers or guests, from governmental, quasi-governmental, de facto governmental, or private intrusion, detainer, entry, seizure, search, surveillance, trespass, assault, summons, or warrant, except with proof of superior claim, duly filed in the Commercial Registry, by any such intruding party, in the private capacity of such intruding party, notwithstanding whatever purported authority, warrant, order, law, or color of law, may be promulgated as the authority for any such intrusion, detainer, entry, seizure, search, surveillance



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- trespass, assault summons, or warrant
- 42 All names used and all Corporations Sole executed and filed or to be executed and filed, under said names,
  - 43 All intellectual property, inter alia all speaking and writing, All thoughts beliefs, world views, emotions psychology etc ,
  - 44 All signatures and seals,
  - 45 All signatures on all applications for and all value associated with all licenses foreign and domestic,
  - 46 All present and future retirement incomes and rights to such incomes issuing from all accounts,
  - 47 All present and future medical and healthcare rights and rights owned through survivorship, from all accounts
  - 48 All applications, filings, correspondence information, images identifying marks, image licenses, travel documents, materials, permits, registrations, and records and records numbers held by any entity, for any purpose, however acquired, as well as the analyses and uses thereof, and any use of any information and images contained therein, regardless of creator, method, location, process, or storage form, inter alia all processed algorithms analyzing, classifying, comparing compressing, displaying, identifying, processing, storing, or transmitting said applications, filings, correspondence information, images, identifying marks image licenses travel documents, materials, permits registrations, records and records numbers and the like,
  - 49 All signatures on all applications for and all value associated with all library cards,
  - 50 All credit, charge and debit cards, mortgages notes applications card numbers and associated records and information,
  - 51 All credit of Debtor,
  - 52 All signatures on and all value associated with all traffic citations/tickets,
  - 53 All signatures on and all value associated with all parking citations/tickets,
  - 54 All value from all court cases and all judgments, past, present, and future, in any court whatsoever and all bonds orders warrants, and other matters attached thereto or derived therefrom, - - - - -
  - 55 All precious metals, bullion, silver coins, gold coins, jewelry, precious jewels, semi-precious stones, mounts, and any storage boxes, receptacles, and depositories within which said items are stored
  - 56 All tax correspondence filings, notices, coding record numbers, all benefit from social security account # [REDACTED] and any information contained therein, wherever and however located and no matter by whom said information was obtained compiled, codified, recorded, stored analyzed, processed, communicated, or utilized,
  - 57 All bank accounts, all brokerage accounts, stocks, bonds, certificates of deposit, drafts, futures, insurance policies, investment securities all retirement plan accounts Individual Retirement Accounts money market accounts mutual funds notes options puts, calls, pension plans savings accounts stocks warrants securities benefits from trusts 401-K's and the like
  - 58 All accounts, deposits, escrow accounts lotteries overpayments prepayments prizes rebates refunds returns, Treasury Direct Accounts claimed and unclaimed funds and all records and records numbers correspondence and information pertaining thereto or derived there from
  - 59 All stockpiles collections buildups amassment and accumulations however small of Federal Reserve Notes (FRNs) gold certificates silver certificates and all other types and kinds of cash coins currency and money delivered into possession of Secured Party
  - 60 All drugs, herbs medicine, medical supplies cultivated plants growing plants, inventory ancillary equipment supplies, propagating plants and seeds and all related storage facilities and supplies
  - 61 All fitness and/or sports equipment intended to increase vitality fitness, and health and whole food complexes, vitamin, mineral and other supplements to the diet for the same health and fitness purposes and all juicers grinders, dehydrators and storage and delivery devices or equipment,
  - 62 All products of and for agriculture, and all equipment inventories supplies, contracts, and accoutrements involved in the planting, tilling, harvesting processing, preservation, and storage of all products of agriculture
  - 63 All plants and shrubs trees fruits vegetables farm and garden produce, indoors and out watering devices fertilizers and fertilizing equipment pots collections of plants e.g. bonsai dry or live assortments of flowers and plants or anything botanical
  - 64 All farm lawn and irrigation equipment accessories attachments hand tools implements service equipment parts supplies and storage sheds and contents
  - 65 All fuel fuel tanks containers and involved or related delivery systems
  - 66 All metal-working woodworking and other such machinery and all ancillary equipment accessories consumables power tools, hand tools inventories storage cabinets tool boxes work benches shops and facilities

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- 67 All camping, fishing, hunting and sporting equipment and all special clothing materials supplies, and baggage related thereto,
- 68 All rifles, guns, bows, crossbows, other weapons, and related accessories and the ammunition reloading equipment and supplies, projectiles, and integral components thereof
- 69 All radios televisions; communication equipment receivers transceivers, transmitters, antennas, towers, etc and all ancillary equipment, supplies, computers, software programs, wiring and related accoutrements and devices,
- 70 All power generating machines or devices and all storage, conditioning control, distribution, wiring, and ancillary equipment pertaining to or attached thereto,
- 71 All devices, engines, fixtures fans, plans needed for the production or storage of electrical energy,
- 72 All computers and computer systems and the information contained therein, as well as all ancillary equipment, printers, and data compression or encryption devices, processes and processors,
- 73 All office and engineering equipment, furniture ancillary equipment, drawings tools, electronic and paper files and items related thereto,
- 74 All water wells and well-drilling equipment, and all ancillary equipment chemicals, tools, and supplies
- 75 All shipping, storing, and cargo containers and all chassis truck trailers, vans and the contents thereof whether on-site, in transit, or in storage anywhere
- 76 All building materials and prefabricated buildings and all components or materials pertaining thereto before or during manufacture transportation storage, building, erection or vacancy while awaiting occupancy thereof,  
All communications and data, and the methods devices, and forms of information storage and retrieval and the products of any such stored information
- 78 All artwork and supplies, paintings, etchings photographic art, lithographs, and serigraphs, etc and all frames and mounts pertaining to or affixed thereto;
- 79 All food, and all devices, tools, equipment, vehicles machines, and related accoutrements involved in food preservation, preparation, growth, transport and storage,
- 80 All construction machinery and all ancillary equipment fuels, fuel additives, supplies, materials and service equipment pertaining thereto,
- 81 All medical, dental optical, prescription, and insurance records records numbers, and information contained in any such records or pertaining thereto,
- 82 The Last Will and Testament from any source
- 83 All inheritances gotten or to be gotten
- 84 All wedding bands and rings watches and jewelry,
- 85 All household goods and appliances linen wardrobe toiletries furniture kitchen utensils cutlery tableware cooking utensils pottery, antiques etc
- 86 All musical instruments whether new or old including brass woodwinds percussion strings etc
- 87 All children's toys clothing playthings and possessions of any type or amount
- 88 All businesses corporations, companies trusts foundations partnerships limited partnerships organizations proprietorships and the like now owned or hereafter acquired and all books and records thereof and therefrom all income therefrom, and all accessories accounts equipment information inventory money spare parts, and computer software pertaining thereto
- 89 All ownership, equity, property, and rights to property now owned or held or hereafter acquired in all businesses corporations companies, partnerships, limited partnerships, organizations proprietorships, and the like, and all books and records pertaining thereto, all income therefrom and all accessories accounts equipment, information inventory money spare parts and computer software pertaining thereto,
- 90 All packages, parcels envelopes or labels of any kind whatsoever which are addressed to or intended to be addressed to Debtor or Natural Man Secured Party' whether received or not received
- 91 All telephone numbers
- 92 All signatures on all applications for and all value associated with all certificates of birth documents of the Natural Man Secured Party and all said documents themselves
- 93 All signatures on all applications for and all value associated with all certificates of birth documents of all children and grandchildren of the Natural Man Secured Party and all said documents themselves

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- 94 All signatures on all applications for social security numbers and all value associated with all accounts, [REDACTED],
- 95 All signatures on all applications for social security numbers for all children and grandchildren of the Natural Man, Secured Party", and all value associated with all accounts
- 96 All value associated with the private contract trust account number of the Natural Man Secured Party' [REDACTED]
- 97 All value associated with the private contract trust account numbers of all children and grandchildren of the Natural Man, "Secured Party' ,
- 98 All signatures on all applications for and all value associated with MASSACHUSETTS Driver License # [REDACTED]
- 99 All signatures on all applications for and all value associated with all passports for the Natural Man Secured Party' and his children and grandchildren,
- 100 All documents as recorded in the public record by and for the Natural Man Secured Party' as indicated herein
- 101 All signatures on all applications for and all value associated with all marriage licenses
- 102 All private marriage contracts,
- 103 All signatures on all applications for and all value associated with all professional licenses,
- 104 All private addresses of the Natural Man, Secured Party' as indicated herein
- 105 All signatures on all applications for and all value associated with all public addresses,
- 106 All private registered bond/account numbers, and all bonds and notes tendered to any and all entities including the Department of the Treasury, banks, creditors, corporations etc ,
- 107 Any and all property not specifically listed, named, or specified by make, model, serial number etc is expressly herewith ~~included as collateral of the Natural Man, Secured Party~~

i. One Barry-Henry Spencer Junior, Secured Party employer identification number [REDACTED] a living soul herein secures all rights, interest, and exclusive title in CERTIFICATE OF BIRTH 094252 No 8407, June 11 1969 issued by MASSACHUSETTS DEPARTMENT OF HEALTH AND VITAL RECORDS, instilling the pledge represented by the same pignus hypotheca, hereditiments res, the energy and all products derived therefrom including but not limited to all caps name BARRY HENRY SPENCER JUNIOR, BARRY H SPENCER, JR OR BARRY SPENCER or any other derivative thereof but not limited to all signatures on all contracts or agreements predicated on the strawman described above as Debtor Debtor is a Transmitting Utility Debtor is a trust

LEGAL NOTICE AND DEMAND - ATTACHMENT "B" - DEFINITIONS

**ATTACHMENT "B" - DEFINITIONS**

- 1 **Unlawful Arrest** Means restricting a man's right to move about freely without the proper use of a lawful 4<sup>th</sup> amendment warrant signed by a judge of competent jurisdiction while under oath. This includes unnecessary use of restraint devices, traffic stops, raids, or any other type of interaction, when an officer is presented with and ignores a "Notice and Demand," Public Servants Questionnaire," "Right to Travel" Documents, or other documents notifying the officer of the sovereign, lawful rights of the Natural Man Secured Party created by God, who is not to be confused with the Corporate Fiction Strawman which was created by the state. This includes arrest when a Natural Man Secured Party is incarcerated for refusing to sign any citation, arrest due to contempt of court when he or she is not violent or a physical threat to the court, arrest by Internal Revenue Service for failure to produce books, records, or other documents, arrest and refusal of Habeas Corpus arrest for conspiracy of any kind without lawfully documented affidavits from at least three (3) eye witnesses signed under oath and penalty of perjury.
- 2- **Illegal Arrest** Means same as above item # 1, "Unlawful Arrest"
- 3 **Unlawful Detention** Means restraining a Natural Man Secured Party's freedom of movement, and/or Right to Travel, against his will for more than sixty (60) seconds without a properly authorized lawful 4<sup>th</sup> amendment warrant signed by a judge of competent jurisdiction while under oath. This includes routine traffic stops, raids, random identification checks, security checks, only after the officer, agent, or representative has been notified by the Natural Man Secured Party of his status and after the officer has been given documents to prove said status, along with up to ten (10) minutes for officer to examine said documents.
- 4 **Unlawful Distrain** Means seizure or taking of any property that is lawfully owned or in possession of the Natural Man Secured Party without proper probable cause and/or due process and lawful 4<sup>th</sup> amendment warrant. This includes any seizure by any officer, agent, representative in any capacity or relationship with the UNITED STATES or any of its agencies, contractors, subdivisions, subsidiaries or the like.
- 5 **Lawful 4<sup>th</sup> Amendment Warrant** Means a warrant that follows the provisions of the 4<sup>th</sup> amendment to the original Constitution for the United States of America. This warrant must not deter from the exact procedures as outlined by the 4<sup>th</sup> Amendment.
- 6 **Right to Speedy Trial** Means trial will commence within 90 days of the date of arrest.
- 7 **Interstate Detainer** Means the same as unlawful detainer as when involving a Natural Man Secured Party and involving more than one agency or state of the corporation, or any representative, agent, or officer who has any agreement with contract with or permission to act on behalf of any municipal corporation of the 'UNITED STATES' or any subsidiary or sub-corporation thereof.
- 8 **Unlawful Restraint** Means any action by any officer, agent, representative, contractor, associate, officer of the court, or the like to prevent, coerce, intimidate, hinder, or in any way limit the right of a Natural Man Secured Party from any type of freedom of legal/lawful speech, travel, movement, action, gesture, writing, utterance, or enjoyment of any right or privilege that is commonly enjoyed by any member of the public or any Sovereign.
- 9 **Freedom of Speech** Means the right to speak open and plainly without the fear of reprisal. This includes the right of a Natural Man Secured Party to speak at hearings and trials before magistrates, judges, and officers of the court, agents, representatives, or the like of the UNITED STATES. It also means that no attempt to suppress this right will be made by any officer of the court or of the 'UNITED STATES' corporation. No judge or officer of any court or tribunal will threaten contempt of court for free speech by any Natural Man Secured Party.

- 10 **US Dollars** Means the currently recognized medium of exchange as used by the general public at the time of offense at par value equal to a one ounce silver dollar equivalent per each dollar unit, as represented in a claim. All claims and damages will be paid at par value as indicated. Par value will be established by written law or the value established by the US MINT, whichever is higher at the time of the offense, for the purchase of an official, one troy ounce .999 fine silver coin.
- 11 **Obstruction of Justice** Means any attempt by any officer of the court or representative of any agency that represents the "UNITED STATES," or any of its subdivisions, agencies, contractors, etc., to deprive, hinder, conceal, coerce, or threaten a *Natural Man Secured Party* in an attempt to prevent any and every opportunity to legally/lawfully defend himself by attempting to produce and file lawful documents and or testimony to agents, officers, judges, magistrates, the court clerk of the court, representatives, or investigators in order to settle any legal/lawful controversy. This also includes any attempt by a judge or officer of the court to hinder the *Natural Man Secured Party* from filing, recording, admitting, presenting, discussing, questioning, or using any evidence, document, paper, photographs, audio and/or video recordings, or any other type of evidence that he desires to submit as evidence in any type of court proceeding. ~~The determination of what is evidence and what will be admitted is to be solely determined by the Natural Man Secured Party.~~ Any evidence will be tried on merits of the lawful content and validity. Any judge or officer of the court who attempts to suppress or dismiss legal or lawful evidence will voluntarily surrender all bonds, insurance, property, corporate property, bank accounts, savings accounts, or any corporate property of value to the *Natural Man Secured Party* upon written demand and surrender all rights to and defenses against said property. This also includes evidence that is supported by case law. This includes attempts by any officer of the court to make motions, to issue orders such as gag orders, or to use any other means of keeping information suppressed from the public or the official record. ~~The determination of whether the acts of the court are an attempt to suppress evidence will be solely determined by the Natural Man Secured Party.~~ This also includes the provision as indicated in item # 18 "Racketeering."
- 12 **Excessive Bail** Means any amount of bail set at an unreasonable rate as per the 8th amendment of the Constitution for the united States of America. This also means bail in excess of the amount of the fine, penalty, or penal sum that is associated with the alleged crime committed. This also means that if a *Natural Man Secured Party* has lived as an upstanding member in a community or area for more than one year, works a regular job, or is a member of or involved with a church group, civic group, community enterprise, or can produce at least two affidavits from members of his community or area stating that he is involved with his community, he cannot be held without bail as a flight risk or a threat to society. If the *Natural Man Secured Party* can produce at least four (4) affidavits stating that he lives, works, and is involved in his community or the prior community in which he lived, he must be released on his own recognizance without any bail required. This provision does not apply to anyone charged with rape, murder, or violent crimes.
- 13 **Cruel and Unusual Punishment** Means physical violence of any type or form that is used against a *Natural Man Secured Party* and that causes invisible or undetectable or visible physical injury, e.g. marks, scrapes, scratches, bruises, abrasions, avulsions, fractures, sprains, restraint marks, dislocations, punctures, cuts, loss of blood, loss of body fluids, etc. This includes any other type of physical stress to the body or any chemically-induced, altered mental state of the *Natural Man Secured Party*. This also includes any attempt to incarcerate, restrain, question, detain, withhold food when requested, withhold drink when requested, withhold medications as requested, withhold use of bathroom facilities and supplies when requested, withhold reading and writing materials, withhold communication with friends, family, legal counsel, and religious counsel, withhold proper clothing as needed for comfort, withhold blankets when requested, withhold hot and cold water for showers, withhold freedom when requested. This also includes ridicule, coercion, threats, verbal insults, rude and offensive language, veiled threats, or any other type of mental stress or anguish.
- 14 **Conspiracy** Means the cooperation of two or more persons working together to restrict, suppress, inhibit, or in any way deprive a *Natural Man Secured Party* of any right, benefit, or privilege that would ordinarily be offered by the Constitution for the united States of America and the Honorable Bill of Rights to any member of the general American public or to a Sovereign. This also includes the provisions in item # 18 "Racketeering."
- 15 **Victim** Means any *Natural Man Secured Party* who has received direct damages to himself or his property as the result of an unlawful or illegal act by another.

- 16 **Victimless Laws** Means any law that is passed or presumed to be passed that creates a violation of law in which no Natural Man Secured Party has been damaged. This includes any statute, ordinance, regulation, policy, or color of law provision. These types of laws will not be used in any action of any kind, against any Natural Man Secured Party.
- 17 **Aiding and Abetting** Means the efforts of any officer, agent, or representative of the "UNITED STATES" or officer of the court to assist another of the same to hinder, coerce, restrict, resist, suppress, or deprive in any way, a Natural Man Secured Party from receiving any and all rights, benefits, or privileges, as provided by the "Constitution for the United States of America," and/or the Honorable "Bill of Rights," or that would normally be offered to the general American public, or to a Sovereign. This also includes the provisions as provided in item # 18 "Racketeering" and suppression of evidence.
- 18 **Racketeering** Means any attempt by any two or more officers of the corporation to restrict, suppress, coerce, manipulate, inhibit, or in any way deprive a Natural Man Secured Party from receiving every right, benefit, or privilege that is outlined by the "Constitution for the United States of America," and/or the Honorable "Bill of Rights." This also includes any effort by the officers of the court to hinder in any way the introduction of evidence, law, facts, affidavits, statements, witness testimony, or any information that is considered relevant by the Natural Man Secured Party, or any attempt to prevent a jury from hearing this evidence. This also includes any attempt to prevent this evidence from being heard in a public forum and before any and all members of the general public, as many as can be accommodated by the main courtroom. All hearings, tribunals, or trials will be held in a public place and any and all members of the general public will be allowed to attend without restriction. This also includes questioning and/or interrogation by police officers before, during, and after an arrest.
- 19 **Federal Zone** Means any land, property, building, area, zone, 911 zone, or postal zone that is presumed to be within the territorial jurisdiction of the "UNITED STATES" or any of its representatives as defined herein. This does not include any land, property, building, structure, dwelling, area, zone that is held by deed, title, warranty deed, contract, or any written or verbal agreement, or any such thing by a Natural Man Secured Party who is located outside of WASHINGTON, D.C. proper. All privately held properties of any type that are being held by any Natural Man Secured Party are excluded from any federal zone or any jurisdiction of any representatives of the "UNITED STATES" or any of its territories. This is fact and may be presented in any court by affidavit of any Natural Man Secured Party of interest involved in any interaction with the "UNITED STATES" or any of its representatives as outlined in this contract.
- 20 **State** Means any of the forty-eight areas known as states of the "United States of America" which is not the same as the UNITED STATES corporation. These forty-eight states are designated by Upper and Lower Case spelling of the name of each state vs UPPER CASE spelling. The ALL UPPER CASE NAME denotes a STATE that is a part of the UNITED STATES corporation, whichever the spelling of the Upper and Lower Case Name denotes that it is not a part of the UNITED STATES. This will be determined by the Natural Man Secured Party as a condition of this contract. The Natural Man Secured Party will also determine whether or not his state is a part of the jurisdiction of the UNITED STATES and his decision shall not be challenged by any representative of the "UNITED STATES." The Natural Man Secured Party will determine if the alleged offense occurred within the limits of the UNITED STATES. A violation of this provision will be Unlawful Determination and punishable as indicated by this contract agreement.
- 21 **Trespassing/Trespass** Means the entry into or onto the domain, property, residence, area, location, grounds, dwellings, buildings, barns, herds, caves, structures, lands, storage areas, tunnels, automobiles, trucks, safe houses, underground shelters, automobiles, motor vehicles, recreational vehicles, boats, planes, trains, ships, containers, vans, heavy equipment, farm implements, culverts, driveways, trees, yards, real property, real estate, land, etc. of the Natural Man Secured Party without his express written permission or without a lawfully executed (4<sup>th</sup>) amendment warrant. Any and all agents or representatives of the corporation will fully and completely observe any and all protections as outlined in the Constitution for the United States of America and/or the Honorable Bill of Rights. Any personal property that is damaged, lost, stolen, or misplaced, etc. will be recoverable as indicated in this Notice and Demand document. I solemnly swear and affirm that I do not have any illegal contraband on my property. I have never had any illegal contraband on or around my property and never will. Any contraband if it is found on my property would have been placed there by the officers or agents during the time of trespass. I simply do not allow it on my property. Contraband or illegal items if they are found in a search do not belong to me and may not be used in any attempt in any claim against me. Any and all officers, agents, and representatives of the

corporation will be held individually liable for the full amount of damages as outlined in this Notice and Demand document for trespassing

- 22 **Natural Man Secured Party** Means any flesh and blood living, breathing Man, created by God who notifies any representative of the corporation, verbally or in writing, that he is a Sovereign, Non UNITED STATES corporate citizen Freeman and not subject to the jurisdiction of the corporation or any of its representatives. This is not to be confused with the Fictitious Legal Entity that was created by the state and is represented by an ALL CAPITAL LETTER NAME. Any attempt to notify any officer, agent, or representative of the status of the Natural Man Secured Party will be sufficient notice. Sufficient notice will be determined by oath, statement, or affidavit by the Natural Man Secured Party and the validity of such will not be challenged by any officer of the court.
- 23 **County or City** Means any subdivision of any state of the "United States of America". This subdivision excludes any jurisdiction, zone, or territory of the "UNITED STATES" corporation that is described by the Natural Man Secured Party in ALL CAPITAL LETTERS. Any dispute over any errors contained in spelling or grammar will be resolved at the discretion of the Natural Man Secured Party and will not be challenged by any representative of the corporation.
- 24 **Agency, Entity, Department, Subdivision, Subsidiary, Contractor, Employee, Inspector, Investigator, Organization, Officer, Agent, Authorized Representative, Policeman, Participant** Means any person, corporation or entity of any kind which works for, is compensated all or in part by, receives funds from, collects funds for, contracts with, receives any benefit from, receives any privilege from, participates with, has allegiance to, or in any way has a relationship with the "UNITED STATES" or any of its subsidiaries, sub-corporations, departments, or agencies, etc.
- 25 **Contract** Means any agreement in writing that has been offered for review and acceptance by another party wherein the offering party has ten (10) days or more, or as stipulated in the contract, to review, respond, accept, or rebut any provisions of the contract as indicated in the contract. Non response on the part of the receiving party or agent of the receiving party will be a lawful offer and acceptance of all the terms and conditions contained in said contract. Rebuttal by the receiving party of any provision of the contract by any other means than is indicated in the contract will be non response. Return of the contract unopened and/or without review will be acceptance of all conditions of said contract. Recording the contract with the clerk of court or any public records officer will be a lawful offer and notification and will be presentment to all officers of the court in that state or county. **Notice to Agent is Notice to Principal. Notice to Principal is Notice to Agent.**
- 26 **False Imprisonment** Means any attempt by any officer of the court or corporation to incarcerate any Natural Man Secured Party against his will and/or against any and all protections of the laws and provisions of the Constitution for the United States of America and/or the Honorable Bill of Rights.
- 27 **Representative** Means any agent, agency, department, officer, investigator, entity, subsidiary, sub-corporation, contractor, employee, inspector, individual or corporation that has any affiliation or association with, collects or distributes funds for, does any task for, receives any benefit or privilege from, or for the "UNITED STATES". This includes anyone or anything that represents the interests of, or is being funded by, or receives funds from, or has any attachment to the "UNITED STATES" or any of its subdivisions or sub-corporations.
- 28 **Corporation** Means any representative, agency, sub-corporation, contractor, or any person or entity that is employed by, receives or distributes funds for, receives any benefit or privilege from, or has any relationship of any kind with the "UNITED STATES" corporation.
- 29 **Interpretation** Means if any conflict arises concerning the definition of any of the terms and/or conditions of this contract, the conflict concerning the meaning of the term or condition will be decided by the Natural Man Secured Party. His decision will be final and not subject to review or argument. No liability or penalty will be incurred by the Natural Man Secured Party due to his interpretation of such terms and/or conditions.
- 30 **Corporate Capacity** Means acting for, or on behalf of, a corporation or government entity while under law or color of law.
- 31 **Legal Counsel** Means anyone that a Natural Man Secured Party chooses to have as legal assistance of counsel, whether counsel is licensed or not, or a member of the Bar Association. Counsel may assist, represent, speak on behalf of, write cases.

for or perform any act in or out of court for the Natural Man Secured party without any hindrance threat prosecution charge, repercussion, etc from any officer of the court or representative of the 'UNITED STATES' corporation or any representative officer or agent thereof

- 32 **Abuse of Authority** Means anyone who denies, withholds, refuses, deprives, limits, inhibits, counteracts, conceals any right, benefit, protections, or privilege, as protected by the "Constitution for the united States of America" and/or the Honorable "Bill of Rights". This includes arrest or detainment without documented evidence that a lawful crime has been committed by the Natural Man Secured Party. This includes use of restraint devices on a Natural Man Secured Party and/or physical abuse that makes or does not make any marks, scars, cuts, abrasions, or the like. This also includes denial of lawful Due Process Habeas Corpus, Excessive Bail, Unlawful Arrest, Unlawful Detention, or the like, as outlined in this contract.
- 33 **Verbal Abuse** Means the use of offensive and/or threatening, spoken words, body language, and non-verbal gestures or actions by any representative of the corporation as defined herein upon a Natural Man Secured Party. If a controversy arises about an incident, the version told by the Natural Man Secured Party will be accepted as truth and will not be contested.
- 34 **Assault and Battery with Weapon** Means any actual, threatened, or perceived use of any weapons, by any representative of the UNITED STATES' corporation against the Natural Man Secured Party or his, that creates an atmosphere of fear for the Natural Man Secured Party. This includes non-lethal weapons such as tazers, stun guns, mace, pepper spray, any chemical used to incapacitate, rubber bullets, shock force weapons, electronic weapons, or any other type of weapon that may be used to control or to create fear. If a conflict arises about the events, the version told by the Natural Man Secured Party will be accepted as truth and will not be contested.
- 35 **Unfounded Accusations** Means any accusation, charge, or claim, civil or criminal or in admiralty, that is alleged or made by any representative of the "UNITED STATES" corporation as defined herein that is not proven by written, documented evidence presented under oath and penalty of perjury by an authorized agent or representative of the corporation. The accuser has eight (8) hours to provide said documents to be reviewed and to put them into the possession of the Natural Man Secured Party and failure to do so will be Unfounded Accusations and subject to the penalties contained herein.
- 36 **Encroachment** Means to invade, intrude, or in any way prevent a Natural Man Secured Party the full and complete use of property, including trespass or impeding ingress or egress to the property of a Natural Man Secured Party, and to limit the ability of a Natural Man Secured Party to freely access, claim, hold, possess, use, convey, sell, rent, lease, barter, exchange or in any way make full and unfettered use of his property. This includes the application of unlawful liens and encumbrances of any and all property including wages, salaries, stocks, bonds, bank accounts (foreign or domestic), savings accounts, contents of safety deposit boxes, gold, silver, notes, insurance funds, annuities, retirement accounts, social security benefits, motor vehicles, automobiles, recreational vehicles, land, real estate, homes, structures, roads, driveways, personal property of any kind that is held by title, deed, contract, agreement (written or verbal) or is in possession of a Natural Man Secured Party. This includes, but is not limited to, traffic stops, searches of vehicles, home invasion, confiscation of any lawful property owned by, in possession of, or under the control of the Natural Man Secured Party.
- 37 **Assault and Battery without a Weapon** Means the verbal abuse or physical contact of any kind, upon a Natural Man Secured Party without his express voluntary written consent. If a conflict arises about the facts involving the incident, the version as told by the Natural Man Secured Party will be accepted as truth, without question, and will not be contested.
- 38 **Abuse of Due Process** Means any action against a Natural Man Secured Party when said action does not abide by all the rights and defenses contained in or represented by the "Constitution for the united States of America" and/or the Honorable "Bill of Rights". This includes any charge, or claim, civil or criminal, or in admiralty, that is alleged or made by any representative of the UNITED STATES' corporation.
- 39 **Denial of Due Process** Means any attempt by any officer of the court and or corporation to deny, deprive, restrict, prevent or in any way inhibit the proper Due Process to any Natural Man Secured Party as outlined in the "Constitution for the united States of America" and/or the Honorable "Bill of Rights". Any public law, statute, regulation, ordinance, home rule, etc. that is incompatible with the aforementioned Constitution and/or Honorable "Bill of Rights" is null and void and will not be used in any action against any Natural Man Secured Party.



- 51 **Defacing** Means the changing or altering the appearance of an item. This also includes changing or altering the meaning of laws, rights, property, documents, or any other thing that has value as determined by the Natural Man Secured Party.
- 52 **Constitution** Means, for the purpose of this contract, "The Constitution for the united States of America" circa 1791 as opposed to the "Constitution of the UNITED STATES" corporation circa 1868.
- 53 **Bill of Rights** Means, for the purposes of this contract, the original, Honorable "Bill of Rights" circa 1791.
- 54 **Rights and Defenses** Means one's legal and/or lawful right and/or ability to defend himself in any action. Upon agreement, the defendant in an action may give up his right to defend himself in a given action. This includes tacit agreement or agreement by default, and the Natural Man Secured Party is never the defendant.
- 55 **Willingly** Means that a Natural Man Secured Party is in full knowledge, understanding, agreement, and full consent, at all times, without fear of reprisal, threat, or coercion, during any interaction in which he is involved with any agent, officer, or representative of any court or corporation, including incorporated governments.
- 56 **Individual Capacity** Means acting on one's behalf to do a thing. The officer, representative, agent, or the like may be acting under law or color of law and go outside of the capacity of the law and take on a personal liability.
- 57 **Artificial Person** Means a fictitious entity that was created by the state for transacting commerce. This Artificial Man or Strawman is represented by the ALL CAPITAL LETTER NAME that appears to be spelled the same as the name of the Natural Man. When the Artificial Person is used in commerce by the Natural Man Secured Party, it is a transmitting utility.
- 58 **Agreement** Means any contract which is expressed in writing by letters or marks, or expressed orally in spoken words or utterances by a Natural Man Secured Party. Any question of any agreement or contract will be resolved by an affidavit from the Natural Man Secured Party. His affidavit will be considered fact in any action or dispute, without question by any officer, agent, or representative of any corporation including incorporated governments.
- 59 **Unlawful Determination** Means any statement, speech, gesture, writing, presentment, or the like that suggests an idea that negatively represents the character, actions, plans, procedures, customs, ways of a Natural Man Secured Party, or group of Natural Men or Women Secured Parties, that is not proven by documented, authorized, certified, evidence, on and for the record under penalty of perjury. This includes off color statements, accusations, or remarks by a judge or other officer of the court and any other representative of any corporation including incorporated governments.
- 60 **Statute Staple Securities Instrument** Means an edict or proclamation from a Natural Man Secured Party.
- 61 **Clerk of the Public Record** Means any clerk who records or files documents in the public record who is employed by a city, county, state, municipality, federal government, and/or international, multi-national, or multi-jurisdictional corporation, including incorporated governments.
- 62 **Public Record** Means any document or record that is filed or recorded into the public record by the Natural Man Secured Party. For example, when this document is recorded at a Register of Deeds Office or Massachusetts Uniform Commercial Code Office, it becomes a public record.
- 63 **Presumption** Means legal assumption or inference that places the burden of proof or burden of production on the other party, but never on the Natural Man Secured Party. No presumption shall prevail against the Natural Man Secured Party without lawful, documented evidence that supports the presumption which is certified by the officers of the court, on and for the record under penalty of perjury.
- 64 **Unalienable Rights** Means Natural Rights given by God as acknowledged by the Law of Nations and incorporated into the Bill of Rights, such as, but not limited to, Right to Bear Arms, Freedom of Speech, Right to Trial by a Jury of one's Peers, Right to Due Process, Right of Habeas Corpus, Right to be Exempt from Levy as a Natural Man Secured Party Creditor, Right to be Secure in One's Private Papers and Effects.

- 40 **Unlawful Detainer** Means any attempt by any officer of the court or representative of the corporation to arrest, check, hinder, delay, possess, hold, keep in custody, restrain, retard, stop, withhold a Natural Man Secured Party without affording him every protection as outlined by the "Constitution for the united States of America" and/or the Honorable "Bill of Rights". Any public law, statute, regulation, ordinance or the like will be null and void and will not be used in any action in which a Natural Man Secured Party is involved.
- 41 **Reckless Endangerment** Means any attempt by any officer of the court or corporation as defined herein to endanger, attempt or threaten to attempt to endanger the life or property of any Natural Man Secured Party. This includes dangerous driving in a car, use or threatened use of lethal or non lethal weapons or chemicals, improper use of restraint devices, use of restraint devices on a non-combative Natural Man Secured Party. If a conflict arises as to whether or not reckless endangerment has occurred, the version of the Natural Man Secured Party will be considered as truth.
- 42 **Failure to Respond** Means any attempt by any officer or representative of the corporation to ignore, inhibit, withhold, delay or deny a request for information from a Natural Man Secured Party.
- 43 **Failure to Charge within Forty Eight (48) Hours** Means any attempt by any officer or representative of a corporation to delay, inhibit, prevent or in any way stop a Natural Man Secured Party from being lawfully charged by the court within forty eight (48) hours of arrest.
- 44 **Failure to Identify** Means any time a Natural Man Secured Party has interaction with any officer or representative of the court or corporation, the officer or representative must, upon request of the Natural Man Secured Party, provide proper identification, written proof of authority, state what his business is with the Natural Man Secured Party, complete a "Public Servants Questionnaire" in advance of arrest or detention, provide documentation properly identifying the officer or respondent superior's name and contact information, and any other relevant information as requested by the Natural Man Secured Party. The officer may not detain the Natural Man Secured Party for more than ten (10) minutes while he obtains and provides this information.
- 45 **Counterfeiting Statute Staple Securities Instruments** Means any attempt by any officer or representative of a corporation to copy, duplicate, replicate any document that has "Statute Staple Securities Agreement" typed, printed or hand written anywhere on the document, without the express, written, voluntary permission of the document's owner who is the Natural Man Secured Party who filed said document in the public record or is in possession of said document or who is the maker of said document. If a dispute about permission to duplicate arises, the statements of the Natural Man Secured Party will be accepted as fact without question and will not be contested.
- 46 **Coercion or Attempt to Coerce** Means any attempt by any officer or representative of a corporation to threaten, intimidate, deprive, conceal or in any way prevent a Natural Man Secured Party from receiving and/or enjoying any right or privilege that is granted, outlined or secured by the Constitution for the united States of America and/or the Honorable Bill of Rights or allow another to do so.
- 47 **Purchase Price** Means the new replacement costs of items of property at the time of replacement. This includes locating, packing, shipping, handling, delivery, set up, installation, and any other fee associated with total replacement of property.
- 48 **Destruction of Property** Means any alteration, damage, deprivation, defacing, removing, changing, breaking, separating, removing parts from, erasing of files from, throwing, shooting, kicking, stomping, smashing, crushing or the like of any property belonging to or in possession of the Natural Man Secured Party.
- 49 **Deprivation of Rights or Property** Means the concealment of, keeping from, hiding of, obstructing of any rights, property or privileges that are outlined or protected by the Constitution for the united States of America and/or the Honorable Bill of Rights.
- 50 **Concealment** Means withholding or keeping information that should normally be revealed about property and/or rights from a Natural Man Secured Party. This includes keeping evidence or law from a jury that could favorably alter the outcome of a case to the benefit of the Natural Man Secured Party. No officer of any court or representative of any corporation may conceal any law and/or any evidence of any kind that is considered relevant by the Natural Man Secured Party and/or fail to disclose any law that benefits the Natural Man Secured Party.

- 65 **Right to Travel** Means the right to freely move about and/or control any type of craft by whatever means via land sea or air, without any interference by any officer, agent, employee, attorney, or judge that in any manner willfully causes adverse affects or damages upon the Natural Man Secured Party by an arrest inhibition detainment, restraint deprivation prevention etc
- 66 **Disrespect** Means anything said or written to any Natural Man Secured Party, about him or his, that he does not like, including body language or anything that makes him or any reasonable man uncomfortable or fearful
- 67 **The Placing or Filing of an Unlawful Lien, Levy, Garnishment, or Attachment** Means any attempt by any officer, agent, or representative of a corporation to place a lien levy, garnishment, or attachment on the property or collateral of a Natural Man Secured Party herein referred to as Secured Party Any said officer, agent, or representative must first prove his authority to do so by lawfully documented evidence, furnishing all documents, forms, and papers as necessary to prove his authority to do so to a neutral, three (3) Notary Panel, hereinafter referred to as The Panel selected by the Secured Party Said officer agent or representative must guarantee in writing that the officer, agent, or representative signing said documents will be personally liable for any damages due to his unlawful and/or illegal actions He must supply bonds or other lawful funds to be held in trust by The Panel until The Panel determines if any actions of the officer agent or representative have violated any laws or caused damage to the Secured Party The Panel will have the sole power to determine if any damage has occurred and will release the funds according to The Panel's adjudication The decision of The Panel will be final with no recourse The surety bonds and/or funds held in escrow by The Panel must be at least four (4) times the estimated value of the property that is lien, levied, garnished, or attached The assessment of value will be recorded via affidavit by the Secured Party and delivered to The Panel The Panel's determination and the assessment thereof will be accepted as truth without question or recourse Said officer, agent, or representative agrees to surrender, including but not limited to, any and all surety bonds, public and/or corporate insurance policies, CAFR funds, or corporate property as needed to satisfy any and all claims and/or assessments as filed against said officer, agent or representative by the Secured Party Said officer, agent or representative agrees that any and all property or collateral with a current or existing lien will remain in the custody and control of the Secured Party until such time as a determination has been made by a jury of twelve of the Secured Party's Peers as defined herein In the event that a jury of twelve of the Peers cannot be convened or has not been convened within sixty (60) days from the date of the order of the lien levy attachment or garnishment, any action against the Secured Party shall be dismissed with prejudice and every lien levy attachment or garnishment shall be released within ten (10) days and all property rights restored, unencumbered The officer agent or representative who has authorized said lien, levy attachment or garnishment agrees to surrender any and all surety bonds public and/or corporate insurance policies CAFR funds or corporate property as needed to satisfy any and all claims and/or assessments as filed against said officer agent, or representative by the Secured Party
- 68 **Peer** Means a Natural Man Secured Party who has recorded into the public record documents to prove his sovereign status
- 69 **Ignore** Means to refuse or in any way to deny a lawful request by the Natural Man Secured Party to have an officer agent or representative provide completed legal documents
- 70 **Natural Man** Means a flesh and blood living breathing biological man created by God, as represented by the Upper and Lower Case Name including "Natural Man " or "Real Man," This is not to be confused with the Fictitious Legal Entity that was created by the STATE and that is represented by the ALL CAPITAL LETTER NAME
- 71 **Debtor** Means the Fictitious Legal Entity that was created by the STATE and that is represented by the ALL CAPITAL LETTER NAME

*Barry Henry Spencer Junior*

**NOTICE**

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

Personally appeared Barry-Henry Spencer, Junior, known to me (or proved to me on the basis of satisfactory evidence of identification) ~~MA DEC Fines ID~~ to be the living Man whose name is subscribed upon these instrument(s) and acknowledged to me that he executed the same in his authorized capacity, and by his signature on this instrument, Barry-Henry Spencer Junior has acted on behalf of the person who executed this instrument

Witnessed, my hand and official seal

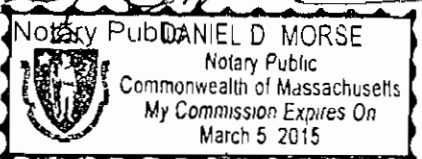
*Jurat* ss

§ County of Middlesex  
§  
§ State of Massachusetts

Date August 13, 2009

Commission Expires

*D. D. Morse*



**VERIFICATION**

Perjury Jurat Pursuant to Title 28 USC 1746(1) and executed "without the United States" I Barry-Henry Spencer, Junior Sur Juris, affirm under penalty of perjury under the laws of the United States of America Republic, that the foregoing is true and correct to the best of my belief and informed knowledge and further this deponent saint not '1' affix my autograph signature, and seal, at the end of this communication to all of the above and below affirmations with **EXPLICIT RESERVATION OF ALL OF MY UNALIENABLE RIGHTS, WITHOUT PREJUDICE** to any of those rights

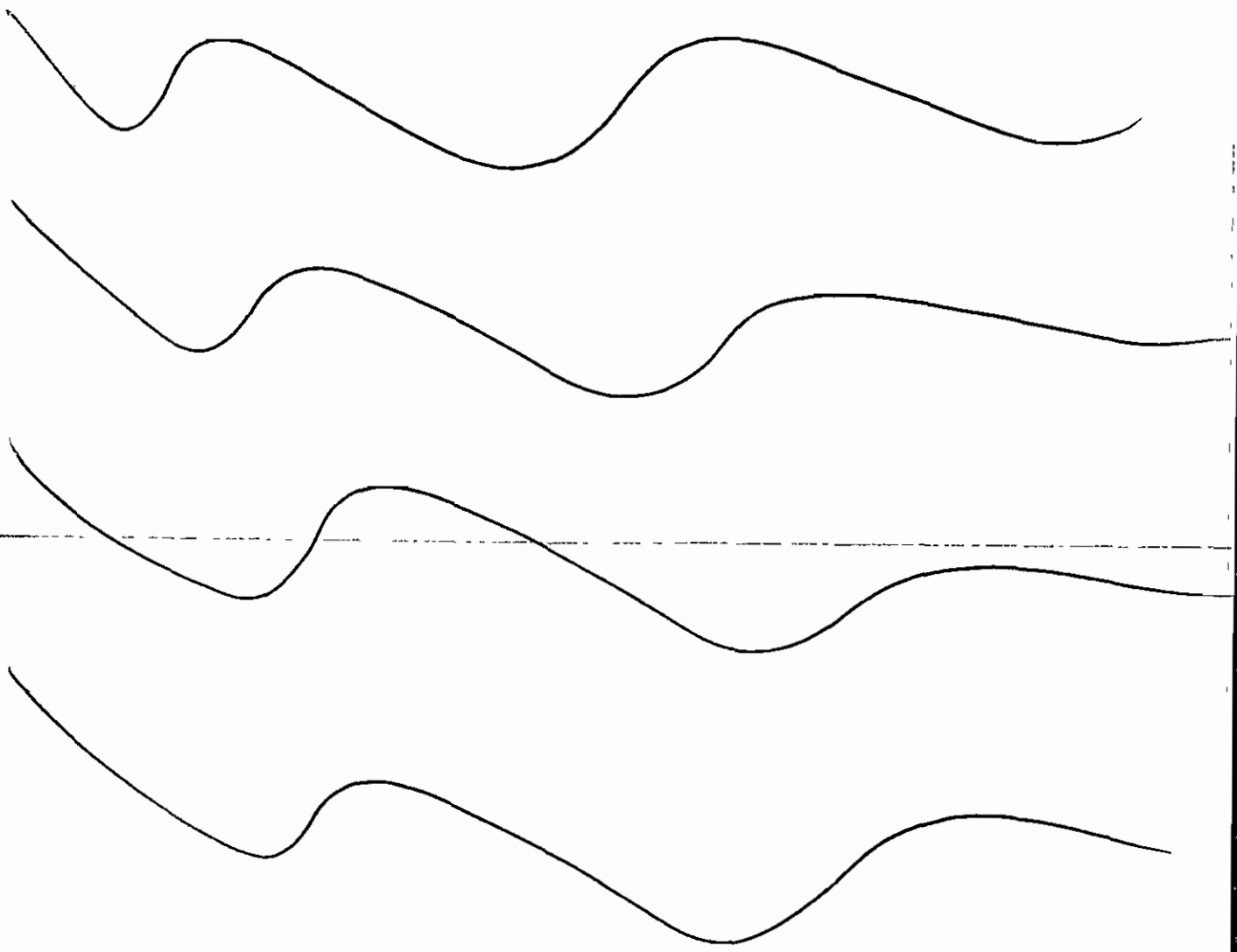
Dated On this 13<sup>th</sup> Day of August Two Thousand Nine A D

With Honor and Without Prejudice

By Barry Henry Spencer Junior  
Autograph /s/ Barry-Henry Spencer, Junior  
Sui Juris Trustee Secured Party Creditor Beneficiary



EMPLOYER IDENTIFICATION NUMBER ██████████ - PRIORITY EXEMPT/BOND NUMBER (Will Provide)  
NON-NEGOTIABLE NON-TRANSFERABLE PRIVATE TITLE OF ORIGIN  
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL - NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENTS  
LEGAL NOTICE AND DEMAND



EMPLOYER IDENTIFICATION NUMBER ██████████ - PRIORITY EXEMPT BOND NUMBER (Will Provide)  
NON-NEGOTIABLE NON-TRANSFERABLE PRIVATE TITLE OF ORIGIN  
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL - NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENTS  
LEGAL NOTICE AND DEMAND

BLANK

**Exhibit “2”**



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One)
[X] Motors Liquidation Company (f/k/a General Motors Corporation)
[ ] MLCS, LLC (f/k/a Saturn, LLC)
[ ] MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)
[ ] MLC of Harlem, Inc (f/k/a Chevrolet-Saturn of Harlem, Inc)

Case No
09-50026 (REG)
09-50027 (REG)
09-50028 (REG)
09-13558 (REG)

Your Claim is Scheduled As Follows.
FILED - 64659
MOTORS LIQUIDATION COMPANY
F/K/A GENERAL MOTORS CORP
SDNY # 09-50026 (REG)

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property) SPENCER, BARRY

Check this box to indicate that this claim amends a previously filed claim

Name and address where notices should be sent

SPENCER, BARRY
PO BOX 1218
SHIRLEY, MA 01464-1218

Court Claim Number 05-02304
(Massachusetts) SUFFOLK SUPERIOR Ct.
Filed on 2005



Contact
Sylvester R. Spencer -
Telephone number 617.719.4087 Brother
Email Address srs Spencer1@comcast.net

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim, it is scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form EXCEPT AS FOLLOWS. If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

Name and address where payment should be sent (if different from above)

Keep on Record Business Address
BARRY H. SPENCER JR
Care of: Post Office Box 191128
Roxbury, MA 02119
Telephone number see above

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Check this box if you are the debtor or trustee in this case.

1 Amount of Claim as of Date Case Filed, June 1, 2009 \$ 682,000,000.00 negotiable
If all or part of your claim is secured, complete item 4 below, however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges see Verified Proof of Claim annexed hereto

2 Basis for Claim Breach of Contract(s), Impeding Commerce, personal injury
(See instruction #2 on reverse side) loss wages, Medical Bills, consortium, Property loss

3 Last four digits of any number by which creditor identifies debtor Commercial Debt CD GM-2304

3a Debtor may have scheduled account as
(See instruction #3a on reverse side)

4 Secured Claim (See instruction #4 on reverse side)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information

Nature of property or right of setoff [ ] Real Estate [ ] Motor Vehicle [ ] Equipment [X] Other

Value of Property \$ Annual Interest Rate 18 %

Amount of arrearage and other charges as of time case filed included in secured claim, if any \$

Basis for perfection Lien due To Bankruptcy Stay (waiver of Attachment)

Amount of Secured Claim \$ 125,000,000.00 Amount Unsecured \$ 557,000,000.00

5 Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a)
If any portion of your claim falls in one of the following categories, check the box and state the amount

Specify the priority of the claim
Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)

Wages, salaries, or commissions (up to \$10,950\*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4)

Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)

Up to \$2,425\* of deposits toward purchase, lease or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7)

Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)

Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) ( § 507(a)(2))

Other - Specify applicable paragraph of 11 U.S.C. § 507(a)( )

Amount entitled to priority \$112,500,000.00

\*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim

7 Documents Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary (See instruction 7 and definition of redacted on reverse side)

DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING

If the documents are not available, please explain in an attachment

Date 11/16/09

Signature The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Barry-Henry: Spencer Junior, Secured Party, Auth. Rep.

FOR COURT USE ONLY



## INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent, The Garden City Group, Inc. are not authorized and are not providing you with any legal advice.

### A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL** THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, P.O. BOX 9386, DUBLIN, OH 43017-4286. **IF BY HAND OR OVERNIGHT COURIER** THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. PROOFS OF CLAIM MAY ALSO BE HAND DELIVERED TO THE UNITED STATES BANKRUPTCY COURT, SDNY, ONE BOWLING GREEN, ROOM 534, NEW YORK, NEW YORK 10004. **ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**

**THE GENERAL AND GOVERNMENTAL BAR DATE IS NOVEMBER 30, 2009 AT 5:00 P.M. (PREVAILING EASTERN TIME)**

#### Court, Name of Debtor, and Case Number

These Chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on June 1, 2009. You should select the debtor against which you are asserting your claim.

#### A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

#### Creditor's Name and Address

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

#### 1 Amount of Claim as of Date Case Filed

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

#### 2 Basis for Claim

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the debtor, trustee or another party in interest files an objection to your claim.

#### 3 Last Four Digits of Any Number by Which Creditor Identifies Debtor

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor, if any.

#### 3a Debtor May Have Scheduled Account As

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

#### 4 Secured Claim

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

#### 5 Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a)

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

For claims pursuant to 11 U.S.C. § 503(b)(9), indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before June 1, 2009, the date of commencement of these cases. (See DEFINITIONS, below.) Attach documentation supporting such claim.

#### 6 Credits

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

#### 7 Documents

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

#### Date and Signature

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

## DEFINITIONS

#### Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case. The Debtors in these Chapter 11 cases are:

|  |                |
|--|----------------|
| Motors Liquidation Company<br>(f/k/a General Motors Corporation)         | 09-50026 (REG) |
| MLCS, LLC<br>(f/k/a Saturn, LLC)   | 09-50027 (REG) |
| MLCS Distribution Corporation<br>(f/k/a Saturn Distribution Corporation) | 09-50028 (REG) |
| MLC of Harlem, Inc.<br>(f/k/a Chevrolet-Saturn of Harlem, Inc.)          | 09-13558 (REG) |

#### Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

#### Claim

A claim is the creditor's right to receive payment on a debt that was owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

#### Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with The Garden City Group, Inc. as described in the instructions above and in the Bar Date Notice.

#### Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be

paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

#### Section 503(b)(9) Claim

A Section 503(b)(9) claim is a claim for the value of any goods received by the debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the debtor in the ordinary course of such debtor's business.

#### Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

#### Claim Entitled to Priority Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

#### Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's

tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

#### Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

#### Acknowledgment of Filing of Claim

To receive acknowledgment of your filing from The Garden City Group, Inc., please provide a self-addressed, stamped envelope and a copy of this proof of claim when you submit the original claim to The Garden City Group, Inc.

#### Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

#### Additional Information

If you have any questions with respect to this claim form, please contact AIX Partners at 1 (800) 414-9607 or by e-mail at [claims@motorsliquidation.com](mailto:claims@motorsliquidation.com).

## INFORMATION

*17*

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

SUPERIOR CIVIL COURT

Docket No SUCV2005-02304

BARRY H SPENCER, JR  
TAMIKA N SCOTT  
Plaintiffs

-vs-

GENERAL MOTORS

*6/29/09 Denied due to  
automatic stay*

*12/12/10  
Justice*

MOTION FOR WRIT OF ATTACHMENT

NOW COMES the plaintiffs pursuant to Mass R. Civ P. Rule 41 and moves the the Honorable Court for a writ of attachment in the amount of \$12,500,000 00

There is a reasonable likelihood that the plaintiffs will recover judgment, including interest and cost, in amount equal or greater than the amount of attachment, over and above any insurance policy in existence.

General Motors, is a manufacturer and seller of motor vehicles with a usual place of business in the Detroit area, presently residing at 300 Renaissance Center, Detroit, Michigan 48265. On about 1996-1997 the defendant manufactured and sold, Eldorado Cadillac's. Some time during testing and marketing of this product General Motors realized Numerous defects to the product involved in which are the following: Fuel systems, Steering Hydraulic Power Assist Systems; Engine and Engine Cooling; Engine, Service Brakes, Hydraulic. Antilock Control Unit/Module, Fuel Injection Systems, Fuel System, Gasoline. Delivery, Structure of Automobile; Air Bags and Others Storage Tank Assembly; Pressure Relief Devices  
See Exhibit A-GM Service and Parts Operations DCS1143 Urgent Distribute Immediately March 5, 2004 Upcomming Product Safety Recall 04014-ENGINE FUEL RAIL-Replace, Exhibit B-April 16, 2004-Acknowledgement Fax Sheet of Receipt of Defect Information Report-Submitted under 49 CFR Part 573 EXPANSION OF RECALL, Exhibit C-August 18, 2004 Product Safety Recall-04014 and 04014C-FUEL RAIL-Replace

These serious defects which substantially impaired the vehicle's use, market value and safety triggered numerous complaints in which were filed with the defendant and the National Highway Traffic Safety Association's Office of Defects Investigation See Exhibit D-Nhtsa Office of Defects Investigation COMPLAINTS

NOTICE SENT  
07 02 07  
BHS  
ESC & M,  
SSS  
CLB  
TNS  
ESC & M,  
JMB,

(LAT)

VERIFIED PROOF OF CLAIM  
FOR  
COMMERCIAL DISHONOR

NOTICE OF FAULT AND OPPORTUNITY TO CURE

CERTIFIED MAIL NUMBER: 7008 1830 0004 5593 6429

**Parties:** BARRY HENRY SPENCER JR./CREDITOR-PRINCIPAL & OWNER  
c/o POST OFFICE BOX 1218  
SHIRLEY, MA 01464-1218

TAMIKA NICLOE SCOTT/CREDITOR-PRINCIPAL & OWNER  
c/o 352 WALNUT AVE APT# 3 (CHANGE OF ADDRESS)  
ROXBURY, MA 02119

MOTORS LIQUIDATION COMPANY (E/k/a GENERAL MOTORS COPR.)  
c/o THE GARDEN CITY GROUP, Inc./DEBTOR  
Attn: Motors Liquidation Company Claims Processing  
POST OFFICE BOX 9386  
DUBLIN, OHIO 43017-4286

Original Claim was filed with CEO Wagner, then "allegedly processed" by ESIS GM (Results were never made public or available, nor was Creditor allowed Administrative Remedy(ies). Second opportunity to cure Commercial Default and Dishonor was filed in Massachusetts Suffolk Superior Civil Court 2005-02304. Case was stayed due to present Bankruptcy Chapter 11 No.09-50026 at all times the Attorney (ies) in Corporate capacity chosen not to honor the assumption and decided to argue resulting in Commercial DISHONOR UCC 3-501 to 3-505.

STATEMENT OF FACTS

1. Sometime between 1996-1997 General Motors Manufactured Cadillac vehicles, and sold them in the stream of commerce with an implied warranty insuring the merchantability of the product. Unbeknown, to GM as a good faith jester, there was a design defect in the fuel system, that will over time cause the fuel rail to Crack. Cracking would cause fuel leaks in the engine compartment, stalling due to fuel loss of pressure to the engine. Between 1996-1997 to 10/2004 this Commercial Liability existed without a Commercial Remedy, in violation of Commercial International Law and the State and Federal Constitution(s), also the color of State and Federal Law(s).
2. In January 2003, TAMIKA N. SCOTT purchased one of the above vehicles Green Eldorado 1997, from the Dealer Expressway Toyota, the vehicle experienced stalling and shutting off while in use on public ways. She returned the vehicle twice with witnesses due to problems. She was insured the vehicle was safe, so she had taken the vehicle. It was a weekend errand vehicle shopping, laundry, ect., see Affidavit of Creditor TIMIKA N. SCOTT.
3. On July 11, 2003, BARRY H. SPENCER JR, was on his way to his second job site Kara's Painting to get material(s) for a Catered function he had to do that weekend, when he had a vehicle turn onto the street in front of him, he changed lanes and was rear-ended and at this time the vehicle stalled and shut-off. Systems went Dead.

Private and Non-negotiable between parties

FORM: GM PROOF OF COMMERCIAL CLAIM

DEBTOR: GENERAL MOTORS CORPORATION

Creditor/Secured Parties: Barry-Henry: Spencer Junior & Tamika-Nicole: Scott

The Vehicle veered off road and into a tree, thus, causing SPENCER SUBSTANTIAL INJURY and DAMAGE, making him incapable to function as whole in Public and Private capacities. The injury(ies) caused several days of hospital care and after care resulting in more than \$27,000.00 in medical bills; loss wages for two jobs and a new catering Business (Nafse's Catering & Bistro), the pain medication caused dependency (leading to additional Mental and physical injury) and He had problems in support of family and loss of consortium with SCOTT and His Children. see Affidavit of Creditor BARRY H. SPENCER JR.

4. GM was notified via. CEO Richard Wagner, and He referred the matter to the claims department for GM (ESIS GM). ESIS Requested I, BARRY H. SPENCER JR., provide information and sign releases. I complied. I requested a copy of the findings and a copy of the policy/administration criteria of how a claim is evaluated. ESIS GM never to this day complied with the request. I wrote and called the agent of ESIS but he would not provide any information. I then requested the appeal process or who was the supervisor due to the agent's recalcitrant behavior towards the Creditor's claim on the liability without a remedy. ESIS GM placed their parent corporation by their corporate capacity, in Default of the Assumpsit debt on the antecedent contract, trust agreement and commercial agreement, thus, the 1st evidence of Commercial Dishonor (UCC 3-502) is clearly established. ~~This commercial debt could of been sold for BID to a third party, on the commercial Dishonor.~~

5. To establish a chance for GM to Honor and pay the assumpsit antecedent claim or find a reasonable settlement BARRY H. SPENCER JR and TAMIKA N. SCOTT filed a statute staple antecedent claim against GM for all herein above, some orally stated to lawyer(s) Eckert, Seamans, Cherin & Mellot (Jennifer M. Brooks, Sandy S. Shen, and Charlotte Bednar) in their corporate capacity, the lawyers further placed GM in commercial Dishonor for a corporate liability without a remedy available during SPENCER's Injury(ies) and losses. SPENCER and SCOTT filed the claim in Massachusetts Suffolk Superior Court No. 2005-02304, then moved for Writ of Attachment in the amount of \$12,500,000.00 (that was just denied 6/29/2009 pursuant to the Bankruptcy Stay Motion filed By Jennifer M. Brooks in the Suffolk Courty in Massachusetts, thus, the commercial Dishonor is ripe for sale to a third party on the International Commercial arena)

6. For the record, the bulk of this commercial dishonor resides with BARRY H. SPENCER JR., and this ORGANIZATION, TRADE NAME, TRADE MARK, DEBTOR, has a Secured Party/Creditor that is the Holder or Due Course of the GM Debt, he has an International Registered Private Tracking Number - RE 011-42-963 US and UCC-1 filed in Massachusetts - Secured Transaction Registry Number-200972913140 and Tamika N. Scott's consortim claim and my children are covered by Me, Authorized Representative, Bailor, Principal, Sentient Soul Man, Grantor, Reinsurer, Underwriter, Secured Party, Power-of Attorney, Barry-Henry: Spencer Junior. Further, I hold a foreign jurisdiction that supersedes any other that interferes with obligations of or impairment of contract obligations, between Me and any Debtor.

Private and Non-negotiable between parties

FORM: GM PROOF OF COMMERCIAL CLAIM

DEBIOR: GENERAL MOTORS CORPORATION

Creditors/Secured Parties: Barry-Henry: Spencer Junior & Tamika-Nicole: Scott

7. For the record, so there is no miscommunication between the CREDITOR(S) and the DEBTOR-MOTOR LIQUIDATION COMPANY (f/k/a GENERAL MOTORS CORPORATION). Notibly, *one hundred* to ensure my true intent regarding this assumpsit commercial debt in DISHONOR and DEFAULT (UCC 3-502), I am selling this debt at \$12,500,000.00 (Twelve Million, and Five Hundred Thousand) since that is what I asked for on the Writ of Attachment, or the debt pursuant to the Statute Staple Security Instrument Legal NOTICE AND DEMAND - TO ALL STATE, FEDERAL AND INTERNATIONAL PUBLIC OFFICERS (includes ALL other corporations) duly filed in Massachusetts International Registered Private Tracking Number - RE 011-42-963 UCC-1 Filed in Massachusetts (Secured Transaction Registry Number - 200972913140 BILLING COSTS ASSESSED WITH LEVIES AND LIENS UPON VIOLATIONS SHALL BE:

1. ABUSE OF AUTHORITY \$2,000,000.00 (TWO MILLION) US Dollars, per occurrence per agent/officer 3 occurrences (ESIS GM Claim, Appeal, & MA Case No. 05-02304)  
6 agents/officers (ESIS Cl. Adj., Cl. Sup.& Mgr./MA Attry-Shen, Bednar & Brooks) . . \$36,000,000.00

2. VIOLATION OF SPEEDY TRIAL or ADMINISTRATIVE REVIEW  
\$2,000,000.00 (TWO MILLION) US Dollars per occurrence per agent or officer involved  
3 occurrences (ESIS CLAIM, APPEAL (PROLONGED w/o Remedy) and MA Case No.05-02304 -Automatic STAY)  
6 agents/officers (ESIS Cl. Adj., Cl. Sup.& Mgr/MA Attry-Shen, Bedner& Brooks) . . . \$36,000,000.00

3. DENIAL OF DUE PROCESS  
\$2,000,000.00 (TWO MILLION) US Dollar per occurrence per agent or officer involved  
3 occurrences (ESIS CLAIM, APPEAL (Denied syllogistic of Claim, No Appeal remedy), MA Case No. 05-02304 - Automatic Stay  
6 agents/officers . . . . . \$36,000,000.00

4. ABUSE OF DUE PROCESS  
\$2,000,000.00 (TWO MILLION) US Dollars per occurrence per agent or officer involved  
3 occurrences (vitiated process in ESIS Claim, No Administrative Remedy ESIS & MA Case - DISHONOR/STAY)  
6 agents/officers . . . . . \$36,000,000.00

5. FREEDOM OR SPEECH  
\$2,000,000.00 (TWO MILLION) US Dollars per occurrence per agent or officer involved  
1 occurrence (ESIS Cl. Adj. did not like to be questioned on claims process, was rude, hung up on, and denied the syllogistic of how the claim would be evaluated and the appeal process)  
1 agent . . . . . \$2,000,000.00

6. DISRESPECT BY JUDGE OR OFFICER  
\$2,000,000.00 (TWO MILLION) US Dollar per occurrence per agent or officer involved  
1 occurrence see above  
1 agent see above . . . . . \$2,000,000.00

7. THREAT, COERCION, DECEPTION, OR ATTEMPTED DECEPTION  
\$2,000,000.00 (TWO MILLION) US Dollars per occurrence per agent or officer involved  
3 occurrence (ESIS CLAIM PROCESS, DENIAL OF ESIS APPEAL & MA CASE DISHONOR/STAY)  
6 agents . . . . . \$36,000,000.00

8. CONSPIRACY  
\$2,000,000.00 (TWO MILLION) US Dollars per occurrence per agent or officer involved  
3 occurrences (ESIS GM & MA Case Attry-Corporate capicity)  
6 agents . . . . . \$36,000,000.00

Private and Non-negotiable between parties  
FORM: GM PROOF OF COMMERCIAL CLAIM  
DEBTOR: GENERAL MOTORS CORPORATION

Creditors/Secured Parties: Barry-Henry: Spencer Junior & Tamika Nicole Scott

9. AIDING AND ABETTING  
 \$2,000,000.00 (TWO MILLION) US Dollars per occurrence per agent or officer involved  
 3 occurrences (ESIS, GM & MA Case Attrys)  
 9 agents . . . . . \$54,000,000.00

10. RACKETEERING  
 \$2,000,000.00 (TWO MILLION) US Dollars per occurrence per agent or officer involved  
 see above . . . . . \$54,000,000.00

11. UNLAWFUL DISRAINT OR ENCROACHMENT OF PUBLIC HAZARD BOND FOR INJURY AND DAMAGE  
 \$5,000,000.00 (FIVE MILLION) US Dollars per occurrence per agent or officer involved  
 plus 18% annual interest since reported to GM CEO 2005  
 3 occurrences (ESIS, GM & MA Attrys)  
 9 agents . . . . . \$342,000,000.00

12. DESTRUCTION, DEPRIVATION, CONCEALMENT, DEFACING, ALTERATION, OR THEFT OF PUBLIC HAZARD BOND  
 In addition to aforementioned (Bond Value was concealed in violation of Limited Liability Insurance  
 fraud 15 USC, under the guise of being self insured)

13. BREACH OF ANTECEDENT CONTRACT, TRUST AGREEMENT OR COMMERCIAL AGREEMENT  
 occurrences (Constitution(s) State & Federal, color of statute staple law(s) State & Federal,  
 GM 's Manufacturer implied and/or expressed warranty of Merchability \$12,000,000.00

~~Commercial Assumpsit Debt to Creditor BARRY H. SPENCER JR GRAND TOTAL \$682,000,000.00~~

8. In good faith, I am willing to forgive majority of this commercial assumpsit due to a liability without a remedy when I was injured and the further recalcitrant acts to added to the physical and emotional scars. I'm willing to offer, that (3) Cadillac Trucks fully equipped (TV, CD-Movies, Music video games) are delivered to Tamika N. Scott with one Title in her name in two in Mine. A Check is Drafted in the Amount of \$100,000.00 for Tamika N. Scott is sent to her to exhaust her claim(s) (this will be subtracted from the \$12,500,000.00) Ensure the Vehicles are insured for 7 years reasonable corporate rate (I will provide names of other drivers for mine).  
 The remainder of the money about \$12,250,000.00 I would like to invest \$3,000,000.00 into GM by Stock dividend reinvestment. I then want an escrow account made for \$7,000,000.00 interest and bonds. The remainder I want in an account bearing my name with access, I would want two additional family members with access. Also in good faith I would expect a check for \$100,000.00 sent to me.

9. For the record, this is my Proof of Claim and Proof of Commercial DISHONOR, now if you want to accept my Good Faith offer I am willing to end this matter here, however if there is a problem and you wish to rehash or review the numbers we can start with the original commercial assumpsit debt \$682,000,000.00. **This** Notice is in the nature of a Miranda Warning. Take due heed of its contents.

10. Your Failure to timely do so leaves you in the position of accepting full responsibility for any and all liabilities for monetary damages, as indicated herein, that I incur by any adversely affecting injuries caused by your overt or covert actions or any of your fellow officers or agents in this or any other relevant matters described

Private and Non-negotiable between parties  
 FORM: GM PROOF OF COMMERCIAL CLAIM  
 DEBTOR: GENERAL MOTORS CORPORATION

herein. You have ten (10) business days, from date received, to respond to and rebut the presumptions of this contract by submitting to me signed, certified, authenticated documents of the laws and/or ESIS, GM policy, regulations that rebut these presumptions point by point, On and for the Record under penalties of the law including perjury.

11. **For the record**, based upon the antecedent claim, contract, trust agreement or commercial agreement that was void due to the liability without remedy ALL General Motor Corporation officers, officials, agents and servants are bonded to fidelity, and are under ministerial duty. The implication of a trust is the implication of every duty proper to a trust. Basically, whoever is a fiduciary or in conscience chargeable as a fiduciary is expected to live up to them. Notably, being fiduciaries, the ordinary rules of evidence are reversed, you must obey the law. Also a ministerial officer is liable for an injury done, where his acts are clearly against the law.

12. **For the record**, notification of legal responsibility is the first essential of due process of law. Silence can only be equated with fraud where there is a legal or moral duty to speak or when an inquiry left unanswered would be intentionally misleading. Any and All other obligors/grantors who view this contract are obliged to timely and fully answer or accept the contract offer.

13. **The period for Debtors to respond to this offer of contract is ten (10) days.** Any party or public official wishing to answer, respond, refute, deny, object or protest any statement, term, declaration, denial or provision in this presentment (UCC 3-501) must do so by Lawful Protest within ten (10) days of the date of issuance or forever lose all rights, titles, interests, and the opportunity to plead. All such responses must be verified and have exhibits and factual evidence in support annexed thereto.

14. **Debtors may agree with this offer to contract; all statements, terms, declarations, denials and provisions herein by remaining silent.** Failure to timely respond to all such terms and provisions with which Debtors disagree comprises Debtors' stipulation and confession jointly and severally to acceptance of all statements, terms, declarations, denials and provisions herein as facts, the whole truth, correct, and fully binding on all parties.

15. **This document serves as Notice of Fault** in the event Debtors fail to timely respond.

16. **Notice of Default shall be issued no sooner than three (3) three days after Notice of Fault.** Default is final three (3) days after Notice of Fault is issued. Default comprises Debtors consent jointly and severally to be named as defendant(s) in various actions, administrative, judicial or commercial.

17. **Upon Default, all matters are settled res judicata and stare decisis.**

18. **Default comprises an estoppel of all actions, administrative,**

Private and Non-negotiable between parties

FORM: GM PROOF OF COMMERCIAL CLAIM

judicial, by Debtors against Barry-Henry: Spencer Junior in attempt to collect on said debt in the full amount herein assessed, and any action the Debtor now reasonably relied on.

**DISCLAIMER**

THE QUOTATION OF THE PRIVATELY COPYRIGHTED STATUTORY LEGISLATIVELY CREATED CASE LAW AND STATE AND FEDERAL STATUTES PURSUANT TO PL 88-244, DECEMBER 30, 1963, IS DONE WITHOUT INTENT TO CREATE A "USE", VIOLATE ANY PRIVATE COPYRIGHT, OR GIVE LEGAL ADVICE TO ANYONE, AND STANDS SO UNLESS LAWFULLY PROTESTED BY ANY CONCERNED PARTIES

Notice to the principal is notice to all agents. Notice to an agent is notice to all principals.

VERIFICATION

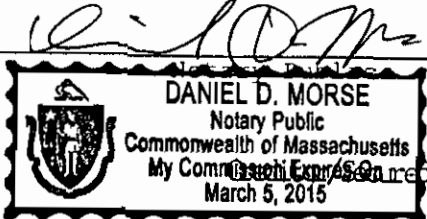
Commercial Oath & Perjury Jurat: I, Barry-Henry: Spencer Junior, on my Commercial Oath with unlimited liability proceeding in good faith, Pursuant to Title 28, USC 1746(1) and executed "without the United States", affirm under the penalty of perjury under the laws of the united States of America Republic, that the foregoing facts contained herein are true, correct, and complete and not misleading to the best of my belief and informed knowledge and furthis deponent saint not. "I" affix my autograph, signature, and seal, at the end of this communication to all of the above and below affirmations with **EXPLICIT RESERVATION OF ALL OF MY UNALIENABLE RIGHTS, WITHOUT PREJUDICE** to any of those rights.

Dated: On this 16<sup>th</sup> Day of November, two thousand Nine A.D.:

With Honor and Without Prejudice,  
By: Barry Henry Spencer Junior  
Autograph: /s/ Barry-Henry: Spencer, Junior  
Employee Identification number: ~~100000~~ 472  
Barry-Henry: Spencer, Junior, Son Juris, Trustee, Bailor  
Secured Party, Creditor, Beneficiary

Commonwealth of Massachusetts }  
County of Middlesex } ss

On this the 16 day of November, 2009 before me Daniel Morse, the undersigned Notary Public, Personally appeared Barry Spencer, and proved to me through satisfactory evidence of identity, which was MA DOC Inmate ID to be the person whose name was signed in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.



Private and Non-negotable between parties  
FORM: **GM proof of commercial claim**  
DEBIOR: GENERAL MOTORS CORPORATION  
Parties: Barry-Henry: Spencer Junior & Tamka-Nicole: Scott  
Page 6 of 6



PROOF OF MAILING AND CONTENTS MAILED

I, Barry-Henry: Spencer Junior, do hereby certify and affirm that on the date of November 16, 2009, I caused a true and correct copy of:  
Verified Proof of Claim For Commercial Dishonor Notice of Fault and Opportunity To Cure

Affidavit of Tamika-Nicole: Scott

Affidavit of Barry-Henry: Spencer Junior

Motion For Writ of Attachment

Copy of RECALL NOTICE

GM ADMINISTRATIVE MESSAGE

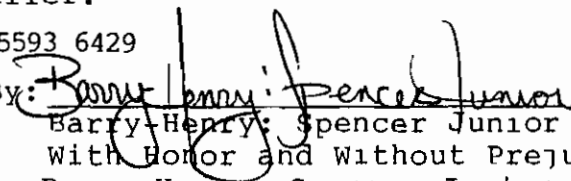
LEGAL NOTICE AND DEMAND-International Tracking Number-RE 011-42-963 US  
to be served on the party interested below by placing said document(s)  
in an envelope addressed as follows:

—  
The Garden City Group  
~~Attn: Motors Liquidation Company Claims Processing~~  
P.O. Box 9386  
Dublin, Ohio 43017-4286

and then caused the sealed envelope to be deposited with the United States Post Service, certified mail, return receipt requested, postage prepaid, following ordinary business practices.

By the undersigns' full Commercial Liability, the it is certified and affirmed the above is true, correct, complete and not misleading to the best of his knowledge and belief.

(Certified Mail Number:7008 1830 0004 5593 6429

By:   
~~Barry-Henry: Spencer Junior~~  
With Honor and Without Prejudice  
Barry-Henry: Spencer Junior,  
Sui Juris, Trustee, Bailor,  
Secured Party

COPY



ACCORDING TO OUR RECORDS AS OF JUNE 4, 2005, THE FOLLOWING OPEN RECALL(S) HAVE NOT BEEN COMPLETED ON YOUR CADILLAC, 1G6EL12Y8VU604873.

04014 ENGINE FUEL RAIL - REPLACE \*

Recall Service performed at no charge to owner.

Dealer:  
HERB CHAMBERS CADILLAC, INC.  
101-CADILLAC AVENUE  
PROVIDENCE RI 02907  
(401) 467-6600

1G6EL12Y8VU604873  
TAMIKA SCOTT  
21 VESTA RD. APT. 1-  
DORCHESTER CENTER MA 02124-1641

00000119112 RMS

074161-3215

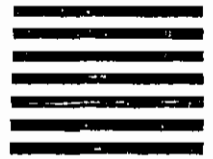


**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO 21530 MILWAUKEE, WI

POSTAGE WILL BE PAID BY THE ADDRESSEE

**RECALL PROCESSING CENTER**  
**P.O. BOX 909989**  
**MILWAUKEE, WI 53209-9967**

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES





## ADMINISTRATIVE MESSAGE

**Message Author:** Theresa Toccacelli/US/GM/GMC  
**Template Type:** Standard  
**Author's** V6SM  
**Division/Department:**  
**Status:** Forwarded  
**Message Date:** 09/30/2004  
**Message Number:** VSU20040318

### Message Criteria/Information

|  |   |
|--|---|
| <b>Dealer Recipient Criteria:</b>                          | Cadillac<br>Oldsmobile  |
| <b>Exclude BAC(s):</b>                                     |   |
| <b>Originating Dept:</b>                                   | SPO - Recalls, Joan Stone   |
| <b>Subject:</b>  | GMP04-165 - 04014C - Engine Fuel Rail - Replace                                 |
| <b>Actionable Item:</b>                                    | Action Required   |
| <b>Actionable Item Details:</b>                            | Refer to Safety Recall Program #04014C.   |
| <b>Contact Person:<br/>(for Wholesale)</b>                 | Name: Joan Stone Phone: 810-606-4422<br>Email: Joan.M.Stone/US/GM/GMC @ GM Fax: |
| <b>Contact Person:<br/>(for Wholesale)</b>                 | Name: Phone:<br>Email: Fax:   |
| <b>Contact Person:<br/>(for Dealership)</b>                | Name: Joan Stone Phone: 810-606-4422<br>Email: Joan.M.Stone/US/GM/GMC @ GM Fax: |
| <b>Contact Person:<br/>(for Dealership)</b>                | Name: Phone:<br>Email: Fax:   |
| <b>Functional Role(s):<br/>(Recommended Distribution):</b> | Parts Manager   |

### Message Categorization Information

|                            |                                  |
|----------------------------|----------------------------------|
| <b>Message Type:</b>       | GM Parts Bulletins & Information |
| <b>Revision Reference:</b> |                                  |

### Message Retention

|                      |            |
|----------------------|------------|
| <b>Release Date:</b> | 10/01/2004 |
| <b>Archive Date:</b> | 10/15/2004 |

**Dealer Salutation:** TO ALL CADILLAC AND OLDSMOBILE DEALERS

### DESCRIPTION:

#### PRODUCT SAFETY RECALL #04014C - October 1, 2004

This bulletin is being revised to add 1997 Cadillac model vehicles. Please discard Safety Recall bulletin number 04014B, dated September 2004.

- General Motors has decided that a defect which relates to motor vehicle safety exists in all 1995-1997 Cadillac De Ville Concours, Seville, Eldorado; 1996-1997 Cadillac De Ville; and 1995-1997 Oldsmobile Aurora model vehicles. These vehicles have a condition in which the original equipment nylon tubing used in the fuel rail construction may degrade and crack. Additionally, the 1995 Oldsmobile Aurora uses a unique underhood fuel return line that may crack at unusually high rates. Cracking of the fuel rail or return line tubing can result in a fuel leak into the engine compartment. The operator may experience fuel odor and possibly engine stalling due to loss of fuel pressure to the engine. If this event were to occur, and if an ignition source were present, an

engine compartment fire could occur.

- Dealers will inspect and, if necessary, replace the engine fuel rail with a new stainless steel fuel rail. Dealers will also replace the chassis fuel lines on 1995 Oldsmobile Aurora model vehicles.
- Refer to Safety Recall Program # 04014C for further information.

**EFFECTIVE DATE:**

Initial owner mailing is scheduled to begin: **October 8, 2004**

**GENERAL INFORMATION:**

Parts Pre-Ship Information – For US

**Important:** An initial supply of parts required to complete this recall will be pre-shipped to involved Dealers of record. The pre-shipment for 1995 Cadillacs began the week of July 26, 2004. The pre-shipment for 1996 Cadillacs began the week of August 30, 2004. The pre-shipment for 1997 Cadillacs began the week of September 20, 2004. The pre-shipment for 1996-97 Oldsmobiles began the week of May 24, 2004. The pre-shipment for 1995 Oldsmobiles began the week of August 23, 2004. All pre-shipments will be approximately 15% of each Dealer's involved vehicles. Pre-shipped parts will be charged to Dealer's open parts account.

Additional parts, if required, are to be obtained from General Motors Service & Parts Operations (GMSPO). Please refer to your "involved vehicles listing" before ordering parts. Normal orders should be placed on a DRO = Daily Replenishment Order. In an emergency situation, parts should be ordered on a CSO = Customer Special Order.

| Part Number | Description  | Quantity/Vehicle |
|-------------|--|------------------|
| 12583147    | Rail Kit, M/Port F/Injn Fuel (1995-96 Cadillac)    | 1                |
| 17800051    | Seal Kit, M/Port F/Injr (1995 Cadillac)            | 1                |
| 12583148    | Rail Kit, M/Port F/Injn Fuel (1997 Cadillac)       | 1                |
| 17800053    | Seal Kit, M/Port F/Injr (1996-97 Cadillac)         | 1                |
| 12583146    | Rail Kit, M/Port F/Injn Fuel (1995 Oldsmobile)     | 1                |
| 17800050    | Seal Kit, M/Port F/Injr (1995 Oldsmobile)          | 1                |
| 10384811    | Pipe Kit, F/Injn Fuel Feed & Rtn (1995 Oldsmobile) | 1                |
| 12583145    | Rail Kit, M/Port F/Injn Fuel (1996-97 Oldsmobile)  | 1                |
| 17800052    | Seal Kit, M/Port F/Injr (1996-97 Oldsmobile)       | 1                |
| 8919354     | Conduit, Plastic                                   | 6 feet           |
| 12345579    | Grease, Dielectric Silicone (1 oz.)                | As needed        |

**VSSM Library Fields**

Do Not Send Message to VSSM Library

Does This Document Require Action from a Field Rep? Information

**Intended Audience(s):** Area Parts Manager, Area Service Manager, Commercial Service Manager, Field Zone Manager, Fleet/Commercial Manager, Region-NC, Region-NE, Region-SC, Region-SE, Region-W, Regional Parts Manager, Regional Service Manager, Regional Service Technical Manager, Regional Warranty Manager

**Involved Brand(s):** Cadillac-DeVila, Cadillac-Eldorado, Cadillac-Seville, Oldsmobile-Aurora

**Document Type(s):** Parts

**Expiration Date:** 10/15/2004

**Topic:** GM Parts - K, O 1995/1996/1997 DeVila, Eldorado, Seville, Aurora Engine Fuel Rail

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

SUPERIOR CIVIL COURT

DOCKET No SUCV2005-02304 -D

BARRY H SPENCER, JR ,  
TAMIKA N SCOTT

2005 JUN 17 P 2 10

-VS-

GENERAL MOTORS

AFFIDAVIT OF TAMIKA NICOLE SCOTT

I, Tamika Nicole Scott, hereby depose and state the following under oath & under the pains and penalties of perjury.

- 1 I, Tamika Nicole Scott, am the plaintiff in this case,
- 2 I was accompanied by the other plaintiff, Barry H Spencer Jr , to Expressway Motors on January 19 & 20, 2003, to purchase a 1997 Cadillac Eldorado Coupe, Green, Vin# 1G6EL12Y8U604873
- 3 Soon after purchasing the vehicle was I began to experience problems with the used vehicle The vehicle began stalling and shutting off while driving public ways and roads
- 4 I called the salesman, Fernando Owens, who sold me the vehicle to express my concerns regarding the technical problems I was experiencing I informed him the issues were hindering the safety of the vehicle, placing me, my unborn child, and my passengers at risk They began to occur two-three weeks after the purchase date of January 20, 2003 Mr Owens asked that I bring the vehicle in for a maintenance check
- 5 After dropping off the vehicle I returned later to Expressway Motors to pick it up and find out what the problem was Mr Owens informed me the vehicle had been inspected by the mechanics and nothing was found. He told me and my friend, Delicia Williamson, that if was trying to make an attempt to return the vehicle all sales were final I informed Mr Owens I was not trying to return the vehicle I told him I just wanted whatever was happening to be fixed because it was a safety issue
- 6 In early February 2003 myself, and the other plaintiff, Barry H Spencer Jr , were traveling down Dorchester Avenue As I attempted to take a left turn and an intersection onto Talbolt Avenue, the vehicle completely shut down without warnings, we were coasting without any systems the steering locked up, the brakes, none of the lights worked I frantically tried to get the car started by turning the ignition key out of fear of getting hit by the other moving vehicles in the flow of traffic

- 7 On February 10<sup>th</sup>, 2003, Myself and plaintiff, Barry H Spencer, were traveling from my home on Vesta Road to his home on Parkview Street While driving on a main highway, Blue Hill Avenue, the vehicle again shut off completely, as explained in par 6, this time we were in afternoon traffic one of the busiest streets in Dorchester, Massachusetts
- 8 I was reluctant to call the dealership after the system shutdown in early February for fear of being accused of trying to return the vehicle again I did not want any problems and felt as though the dealership was accusing me of wrongdoing But, after the near death experience on the 10<sup>th</sup>, I mustered up the courage to call and spoke with the sales person, Fernando Owens, again regarding my safety, and defective issues going on with the vehicle He told me to bring the vehicle in and it would be taken to a Cadillac Dealership for servicing
- 9 The Dealer, Expressway Motors, held the vehicle then took it to EZ AUTO SERVICE Center, later we found out the vehicle was never checked or serviced for the problems *complained of regarding stalling, shutting off and or systems failure*
- 
- 10 I was told again, by Fernando Owens, the vehicle was fine and I should not have any recurring problems with the vehicle
- 11 The plaintiff, Barry H Spencer, Jr , was utilizing the vehicle on July 11, 2003 On this date I received a phone call from a Medical Specialist in the Intensive Care Unit at Boston Medical Hospital The call was to inform me that Mr Spencer had been seriously injured in a car accident
- 12 I was just relieved to find out the plaintiff, Barry H Spencer was alive He told me the following several days later when he was conscious and could speak He was traveling on American Legion Highway, and a car came out from the Franklin Park Zoo parking lot in front of him, he immediately went over to the left lane from the right lane to avoid an accident, where within seconds, he was hit from behind He was hit from behind in the far left lane, went to the right lane, then went off the road, veered into a tree, and all the he while anxiously tried to regain control of the vehicle but it would respond, same as herein mentioned He remembered trying to steer the car to remain on the road but it was useless, he was trapped inside a luxury coffin, before losing consciousness, he remember only seeing grass then a tree; after all he felt was the rear end of the vehicle raising He stayed in the Hospital for 3 to 4 days with fractures to the sternum, ribs, pelvis, hands and knees, lacerated liver, extreme headaches with lost periods of time, notwithstanding having problems sitting and standing for long periods of time and other aches and pains consistent of an accident with major front end damage
- 13 Around December 2003 I received a recall letter from the General Motors Dealer, in which the car was originally sold, explaining the engine fuel rail needed to be replaced, on my vehicle, the notice stated the make, model, vehicle identification number & the nature of the problem

- 14 Upon doing some research and investigation I found there were numerous complaints like mine regarding the fuel rail and car system shutdown. These safety violations have caused me substantial emotional scarring, property loss, and loss of wages for support of me and my child from the other defendant Mr. Spencer, since the defendant, General Motors, placed into the stream of commerce, a dangerous product by reason of defects.

I hereby depose and state that all the facts herein are true to the best of my knowledge, signed under the pains and penalties of perjury.



Tamika Nicole Scott

SUFFOLK,ss COMMONWEALTH OF MASSACHUSETTS SUPERIOR CIVIL COURT DOCKET No SUCV2005-02304 -D

BARRY H SPENCER, JR , TAMIKA N SCOTT

-VS-

GENERAL MOTORS

2005 JAN 21 12 PM 2 11

AFFIDAVIT OF BARRY H SPENCER, JR ,

I, Barry H Spencer, Jr , Hereby depose and state the following under oath & Under the pains and penalties of perjury

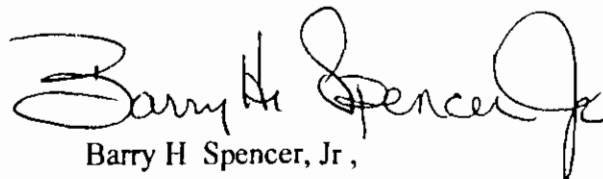
- 1 I, Barry H Spencer, Jr , am the plaintiff in this case,
2 I accompanied the other plaintiff, Tamika N Scott, to Expressway Motors on January 19 & 20, 2003, to purchase a 1997 Cadillac Eldorado Coupe, Green, Vin# 1G6EL12Y8U604873
3 I asked the other plaintiff, Tamika N Scott, how the vehicle was driving and if she experienced any problems with the vehicle, since it was used and a 1997 model, She told me that the vehicle was stalling and shutting off while in usage while on Public ways and roads
4 I told her to call the Sales person, Fernando Owens, and express her concerns regarding the technical problems she was experiencing that was hindering the safety of the vehicle, placing her and my unborn child at risk, this was two-three weeks after the purchase date of January 20, 2003
5 I reminded her to call Expressway Motors since she told me the car shut off on Her again, she told me that the sales person, Fernando Owens, dismissed her concerns under the premise of believing she was trying to dissolve the sales' contract
6 I offered to discuss the matter with Expressway Motors' sales person or Manager since I was very concerned of my familys' safety due to the vehicle stalling and shutting off while min usage, she said she'll handle the talking to the Dealer, Expressway Motors



- 7 In early February 2003 Myself and the other plaintiff, Tamika N Scott, were traveling down Dorchester Avenue turning onto Talbot Avenue, the vehicle completely shut down without warnings, we were coasting without any systems the steering locked up, the brakes, none of the lights worked, we were as a fish out of water-DEAD
- 8 I again expressed to Tamika that this problem could not be avoided and was extremely serious and dangerous and the Dealer should be made aware of the problem
- 9 On February 10<sup>th</sup>, 2003, Myself and plaintiff, Tamika N Scott, were traveling from her home on Vesta Road to my home on Parkview Street, proceeding along Blue Hill Avenue when the vehicle again shut off completely, as explained in par 7, this time we were in afternoon traffic one of the busiest streets in Dorchester, Massachusetts
- 10 After the near helplessness& near death experience I had enough I explained to the other Plaintiff, Tamika N Scott, if she did not return the car for servicing, I will personally with some choice words regarding the safety of the vehicle and my feels of placing my family at risk with a defective product.
- 11 The plaintiff, Tamika N Scott, called the next day and spoken with the sales person regarding the safety and haphazardness of the vehicle, she told me that the vehicle will be taken to a Cadillac Dealer for servicing regarding the complaints she expressed to the sales person
- 12 The Dealer, Expressway Motors, held the vehicle then taken it to EZ AUTO SERVICE Center, (later we found out the vehicle was never checked or serviced for the actual Problems complained of regarding stalling, shutting off and or systems failure
- 13 The plaintiff, Tamika N Scott, told me she was told the vehicle was fine and that She should not have any reoccurring problems involving the vehicle
- 14 While the plaintiff, Barry H Spencer, Jr , was utilizing the vehicle on July 11, 2003, I was traveling on American Legion Highway, a car came out from the Franklin Park Zoo opening in front of me, I immediately went over to the left lane from the right lane to avoid an accident, where within seconds, I was hit from behind
- 15 I was hit from behind in the far left lane, went to the right lane, then went off the road and veered into a tree, all the while anxiously trying to regain control of a vehicle that had not or would respond, same as herein mentioned
- 16 I remember trying to steer the car to remain on the road but it was useless, I was trapped inside a luxury coffin, before losing consciousness, I remember only seeing grass then a tree, after all I felt was the rear end of the vehicle raising.
- 17 I awoken to the voices of two men yelling to each other about trying to get me out, I felt hands taking me out of the vehicle, while I was gasping for air my whole chest was sore and on fire, I was in so much pain I couldn't be moved to far

- 18 I was taken by ambulance to Boston Medical Center while going in and out of consciousness, all I remember was the paramedics telling me to stay awake while poking and probing, for breaks and pain all over
- 19 I stayed in the Hospital for 3 to 4 days with fractures to the sternum, ribs, pelvis, hands and knees, lacerated liver, extreme headaches with lost periods of time, notwithstanding having problems sitting and standing for long periods of time and the other aches and pains consistent of an accident with major front end damage
- 20 Around December 2003 the plaintiff, Tamika N Scott, received a recall letter from a General Motors Dealer explaining that the engine fuel rail needed to be replaced, on her Vehicle, the notice stated the make, model, vin# & the nature of the problem.
- 21 I did some research on the matter in December 2003 thru December 2004, I made numerous calls to Cadillac's' service center to enquire about what sort of problems that may occur due to not replacing the engine fuel rail, the service center stated that ~~it will fix the problem and didn't want to answer questions regarding the symptoms~~ the vehicle will have if the part was not replaced, when I asked about stalling or shutting-off the representative hung up
- 22 To try to make it simple I offered an analogy that a fuel rail effects the circulation of the fuel, if the fuel doesn't circulate same as the blood in a human, then the body of the car or person is dead in the water
- 23 It was apparent that the car was defective so I wrote the defendant, General Motors, to inform them of my intent to sue due to product liability, negligence and warranty
- 24 violations which has caused me substantial mental & bodily injuries, since the defendant, General Motors, placed into the stream of commerce, a dangerous product by reason of defects

I hereby depose and state that all the facts herein are true to the best of my Knowledge, signed under the pains and penalties of perjury

  
Barry H Spencer, Jr ,

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS TO THE TOP CAREFULLY

A NAME & PHONE OF CONTACT AT FILER (optional)

---

B SEND ACKNOWLEDGMENT TO (name and Address)

Sylvester-Richard Spencer  
 Care of Post Office Box 191128  
 Roxbury, Massachusetts Republic  
 near 02119

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 INITIAL FILING STATEMENT FILE #  1a This FINANCING STATEMENT AMENDMENT REFERS TO BE FILED (for record) for recording in the REAL ESTATE RECORDS

2  TERMINATION (All or part of a previously filed Financing Statement) that over statement filed with respect to security interests of the Secured Party authorizing this Financing Statement

3  CONTINUATION (All or part of a previously filed Financing Statement) with respect to security interests of the Secured Party authorizing this Financing Statement

4  ASSIGNMENT (All or part of the name of assignee in item 7a and address of assignee in item 7b and also give name of assignor in item 9)

5 AMENDMENT (PARTY INFORMATION) This item is for  Debtor or  Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7

CHANGE ADDRESS (or Name) - Please refer to the detailed instructions regarding changing the name/address of a party

DELETE name. Give record name to be deleted in item 6a or 6b

ADD name. Complete item 7a or 7b and also item 9.

6 DEBTOR RECORD INFORMATION

6a DEBTOR NAME

6b BARRY HENRY SPENCER JR ORGANIZATION, TRADE NAME, TRADEMARK, DEBTOR

| LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|-----------|------------|-------------|--------|
| SPENCER   | BARRY      | HENRY       | JR     |

7 COMPLETE NEW OR ADDED INFORMATION

7a ADDRESS

7b CITY

7c STATE

7d ZIP CODE

7e PHONE NUMBER

7f FAX NUMBER

7g E-MAIL ADDRESS

7h DEBTOR'S BUSINESS TYPE

7i DEBTOR'S BUSINESS ADDRESS

7j DEBTOR'S BUSINESS PHONE NUMBER

7k DEBTOR'S BUSINESS FAX NUMBER

7l DEBTOR'S BUSINESS E-MAIL ADDRESS

7m DEBTOR'S BUSINESS WEBSITE

7n DEBTOR'S BUSINESS OTHER INFORMATION

8 COLLATERAL (COLLATERAL CHANGE)  Add  Delete  Collateral description as listed on record  Same

All Debtor's Collateral described in the MASSACHUSETTS UCC FINANCING STATEMENT COLLATERAL ASSIGNMENT Political Status annexed to this Financing Statement incorporated by reference herein

Secured Party: Borrower: Authorized Representative: Principal: Secured Party: Main Contact: Trustee's Autograph:

9 DEBTOR'S SIGNATURE

10 SECURED PARTY'S SIGNATURE

Spencer Barry Henry

10 DEBTOR'S REFERENCE DATA

DEBTOR: BARRY HENRY SPENCER JR Secured Party: Barry-Henry Spencer Jr.

MASSACHUSETTS UCC FINANCING STATEMENT  
COLLATERAL ASSIGNMENT SCHEDULE A

MASSACHUSETTS UCC FINANCING STATEMENT  
COLLATERAL ASSIGNMENT SCHEDULE A

DEBTOR BARRY HENRY SPENCER JR  
Secured Party Barry Henry Spencer, Junior

This filing is an entry for the Collateral Record Owner Barry-Henry Spencer, Junior, on this 13<sup>th</sup> day of August, 2009. This is an Actual and Constructive Notice that all of Debtor's interest now held or hereafter acquire is hereby accepted as collateral for securing contractual obligation in favor of the Secured Party as detailed in a true, correct complete notarized Commercial Security Agreement # BHSJR05062009-SA01 in the possession of the Secured Party, inquiring parties may consult directly with debtor for ascertaining, in detail the financial relationship and contractual obligations associated with this commercial transactions identified in security agreement referenced above

Per the security agreement contract the above Secured Party, a living man, hereby duly gives notice of claim to

(1) Party all presently existing or hereafter arising, now owned or hereafter acquired accounts bank accounts, Secured Abandon Funds from all accounts, accounts receivable, contract rights ~~chattel paper, documents, inventory, instruments, equipment(s), reserves, reserve accounts,~~ rebates and general intangibles, and all books and records pertaining to accounts and all proceeds of the foregoing property NOTICE In accordance with USC - Property - This is the entry of the Debtor in the Commercial Registry as a Transmitting Utility\* the property hereby registered in the same as Public Notice of a Commercial Transaction,

(2) all right, interest and title in bond(s) or equitable exemptions, credits or other remedies created and or secured pursuant to title in STATE OF MASSACHUSETTS, County of Suffolk Certificate of Birth # 094252 No 8407 and the pledge represented by same not limited to the pignus hypotheca hereditiments res the energy and all products derived therefrom and all signatures on all contracts and agreements predicated on the legal entity described above as Debtor, nunc pro tunc to the date of creation

(3) all right, interest and title in the bond(s) behind Certificate of Birth #094252 No 8407 which represents the pre-paid financing on any and all activities of Debtor, nunc pro tunc to date of inception

(4) all right interest and title in any and all indentures debentures and bonds of Debtor, nunc pro tunc to the date of creation The Secured Party further claims all right interest and title in all of the Debtor's titled and non-titled interests in assets possessions property resources and licenses etc equitable exemptions credits or other remedies created and or secured including but not limited to STATE OF MASSACHUSETTS DRIVER LICENSE # [REDACTED] any and all funds due to the Debtor from the Debtor's Social Security contract identified by account number [REDACTED] (OR) representing pre-paid financing - exempt from levy

(5) all rights title and interest in any and all indentures debentures and bonds of DEBTOR's titled and non-titled interests in assets

MASSACHUSETTS COLLATERAL ASSIGNMENT STATEMENT  
COLLATERAL ASSIGNMENT SCHEDULE A

(6) all rights title and interest in any and all indentures debentures and bonds of bonds and notes numbered

BHSJR10001PN-BHSJR99999PN BHSJR 10001BD- BHSJR 99999BD,  
BHSJR 10001CT- BHSJR 99999CT

(7) all right interest and title in any and all indentures debentures and bonds of Debtor Contract Trust Account Tracking Number RE 504 191 159 US,

(8) Debtor BARRY HENRY SPENCER, JR, ORGANIZATION, TRADE NAME, TRADEMARK, DEBTOR nunc pro tunc but not limited to all Capitalized Names BARRY HENRY SPENCER, JR, SPENCER BARRY HENRY, Jr, B H SPENCER, Jr and any and all derivatives or juristic names which means an abstract legal entity eng legis such as a corporation, created by construct of law and all contracts agreements and signatures and/or endorsements,

(9) all right interest and title in any and all indentures debentures and bonds of any and all commercial activities of DEBTOR,

(10) all proceeds, products, baggage, accounts, fixtures, and the orders therefrom are released to the Debtor to serve as collateral for the Creditor Secured Party's benefit,

The Secured Party's claim to a security interest in all of the right, interest and title in all of the Debtor's titled and non-titled interests in assets possessions property resources and licenses, etc is validated and confirmed by private contract and a duly executed security agreement. Said private contract and security agreement gives the Secured Party a total assignment of all of the Debtor's assets possessions property resources and licenses, etc. The security interest claimed by the Secured Party does not imply or represent any type of surety or obligation by the Secured Party for the Debtor's actions or obligations. Any challenge to the herein noticed claim is required to be presented to the twelve justices of the Constitutional County Court of Record for the People at the county of Suffolk Massachusetts for a determination of the merits of said challenge pursuant to the common law.

All property is Accepted for Value and Exempt from Levy

This is done in full in accord with Public Law found at Chapter 48, 48 Stat 112 Public Policy found at House Joint Resolution 192 of June 5, 1933, Public Law found at 73-10, the Uniform Commercial Codes and Massachusetts General Law found at Chapter 106

All Rights Reserved

BARRY HENRY SPENCER JR  
BARRY HENRY SPENCER JR DEBTOR

Barry-Henry Spencer Junior  
Barry-Henry Spencer Junior Secured Party Sovereign Grantor Bailor Living Principle Trustee Authorized Representative

International Registered Private Tracking Number - RE 011 42-963 US

UCC-1 Filed in MASSACHUSETTS Secured Transaction Registry Number- 200972913140



**ATTENTION AND WARNING!**  
**THIS IS A LEGAL NOTICE AND DEMAND**

FIAT JUSTITIA, RUAT COELUM

*(Let right be done, though the heavens should fall)*

NON WAR PROFITS  
ART FLAG

**To:** All State Federal and International Public Officials by and through  
MASSACHUSETTS SECRETARY OF STATE WILLIAM FRANCIS GALVIN  
TAKE NOTICE IGNORANCE OF THE LAW IS NO EXCUSE  
THIS IS A CONTRACT IN ADMIRALTY JURISDICTION

I do not wish to speak to you under any circumstances excluding federal judicial review

**THIS TITLE IS FOR YOUR PROTECTION!**

- (1) I, one Barry-Henry Spencer, Junior [Freeman] the undersigned, herein request that you present anything that you say to me in writing signed under penalty of perjury as required by your law as shown in this instrument Notice to Agent is Notice to Principal Notice to Principal is Notice to Agent Attachments are included and are part of this contract
- (2) This Notice is in the nature of a Miranda Warning Take due heed of its contents If for any reason you do not understand any of these statements or warnings it is incumbent upon you to summon a superior officer special prosecutor federal judge or other competent legal counsel to immediately explain to you the significance of this presentation as per your duties and obligations in respect to this private, formal notarized registered Statute Staple Securities Instrument As per Title 11 USC 501(a) 502(a) 11 USC 7001 7013, and Federal Rules of Civil Procedure Sections 8-A AND 13-A the claim or presumption that I, Barry-Henry Spencer Junior, am a Debtor to the 'UNITED STATES' or any of its agencies or sub-corporations is forever rebutted by this contract This rebuttal is a counterclaim in Admiralty
- (3) Your Failure to timely do so leaves you in the position of accepting full responsibility for any and all liabilities for monetary damages as indicated herein that I incur by any adversely affecting injuries caused by your overt or covert actions or the actions of any of your fellow public officers and agents in this or any other relevant matters as described herein You have thirty (30) days from the date that this document is received by the Clerk of the Public Record to respond and rebut the presumptions of this contract by submitting to me signed, certified authenticated documents of the laws that rebut

- (7) By this record let it be known that I do not at any time waive any rights or protections, as acknowledged by the aforementioned Constitution and /or Honorable 'Bill of Rights,' nonetheless, demanding that you protect these as you swore an oath to do so I accept your lawfully required Oath of Office, bonds of any type insurance policies, and property of any type for my protection and making whole

Furthermore, should you witness any public officers at this time, or any time past present, or future violate any of my rights or protections, it is your sworn duty (of oath) to immediately arrest, or have them arrested You are legally required to charge them as you should any law breaker, regardless of officer's title, rank, uniform, cloak, badge, position, stature, or office, or you shall henceforth be accountable for monetary damages from but not limited to your monetary liability your corporate bond, compensatory costs, punitive procurements and sanctioned by attorney attributions

- (8) Note A true and correct, notarized copy of this **Statute Staple Securities Instrument** is safely deposited in the Massachusetts Secretary of State UCC office and/or the Register of Deeds Office in Suffolk County, Massachusetts This security instrument has also been delivered to several trusted friends and accompanied by sworn affidavits certifying my policy of presenting this security instrument to each and every public officer who approaches me violating my unalienable rights including, but not limited to, my right of liberty and free movement upon any common pathway of travel I have a lawful right to travel, by whatever means, via land sea or air without any officer, agent employee attorney, or judge willfully causing adverse affects or damages upon me by an arrest, detainment, restraint, or deprivation I will be granted the status and treatment of a foreign Sovereign, a foreign diplomat, by all customs officials This document or the deposited copy becomes an evidentiary document certified herein, as if now fully reproduced should any court action be taken upon me as caused by your acts under color of law with you, your officers and employees

**Take note** You are now monetarily liable in your personal and corporate capacity I, Barry Henry Spencer Junior (Freeman), the undersigned a Sovereign notwithstanding anything contrary abide by all laws in accordance with the aforementioned Constitution and Honorable 'Bill of Rights' which are applicable to Sovereigns I, Barry-Henry Spencer Junior wish no harm to any man You agree by your non-response to uphold my "Right to Travel" or you must rebut my presumption by lawfully documented evidence in law Or and For the Record, Under Oath and penalty of perjury within the thirty (30) days as aforementioned in this Admiralty Contract

- (9) **BE WARNED, NOTICED, AND ADVISED** that I rely upon, in addition to constitutional limits of the "Constitution for the united States of America" and/or the Honorable "Bill of Rights," governmental authority, the rights and protections guaranteed under Uniform Commercial Codes, common equity law, laws of admiralty and commercial liens and levies pursuant to but not limited, to Title 42 (Civil Rights), Title 18 U S C A (Criminal Codes), Title 28 U S C A (Civil Codes), and additional MASSACHUSETTS constitution penal codes in as much as they are in compliance with the aforementioned Constitution and/or 'Bill of Rights' This e can be no violation of any of these laws unless this e is a victim consisting of a natural, flesh and blood man who has been damaged When this e is no victim this e is no crime or law broken Unless this is rebutted within the time limit contained herein and the conditions of the rebuttal are met you or any representative in any capacity of any agency government corporation or the like agree to abide by this contract anytime that you interact with me

these presumptions point by point, On and For the Record under penalties of the law including perjury This document will be on file in the public record, and the clerk in charge of the public record is charged to distribute this to any and all responsible parties, i.e., officers of the court, and /or law enforcement officers including local state, federal, international multi-jurisdictional, or any and all officers, representatives, contractors, agencies, or any such entity or person that may bring any type of action, whether civil or criminal or other, against me, and whether in this county, state, region area, country, corporation, federal zone, or in any venue and/or jurisdiction Your failure to timely rebut the statements and warnings herein constitute your complete, tacit agreement with all statements and warnings contained herein Your presumptions that I, the undersigned, am a "Corporate Fiction" or "Legal Entity" and under your corporate "UNITED STATES" jurisdiction are now and forever rebutted

- (4) I, the undersigned tendering this document, am a Private People of Posterity, a Sovereign Personam Sojourn, by fact, not a 14<sup>th</sup> amendment citizen or surety within or subject for or allegiance to, your corporate "UNITED STATES", or to any de facto, compact corporate commercial states contracting therein, only to the united States of America," nonetheless carrying with me exclusive, original, sovereign jurisdiction and venue having one supreme court and United States Court of International Trade This is a matter of public record, tendered by way of registered mail or hand to MASSACHUSETTS SECRETARY OF STATE

These pages are to be recorded upon a liber records and books and page by officer(s) or clerk(s) or agent(s) by way of UCC FINANCING STATEMENT check box number 6 in Register of Deeds Offices including but not limited to SUFFOLK COUNTY and MIDDLESEX, ESSEX, NORFOLK WORCHESTER, HAMPDEN, HAMPHIRE, FRANKLIN, BERKSHIRE, BRISTOL, PLYMOUTH, BARNSTABLE, DUKES, and NANTUCKET COUNTIES, also by request of the Barry-Henry Spencer, Junior and/or representative of Barry-Henry Spencer, Junior

- (5) I, the undersigned, now tendering this legally binding Legal Notice and Demand in hand am not a surety under your jurisdiction nor a subject under your corporate veil "Color of Law Venue" being acknowledged by silence and acquiescence of WILLIAM FRANCIS GALVIN respectfully MASSACHUSETTS SECRETARY OF STATE also but not limited to any public officers, agents, contractors, assigns employees and subsidiaries of your office regarding my Legal Notice and Demand tendered by registered mail or hand with MASSACHUSETTS SECRETARY OF STATE UCC FINANCING STATEMENT and/or liber book number and page affixed
- (6) **Which** silence of Corporate Office SECRETARY OF STATE ratifies severances of any nexus or relationship to de facto, corporate, commercial state offices, being fraudulent conveyance by operating under "Color of Authority" upon affiant Let this be known by the "**Good Faith (Oxford) Doctrine**" to all men and women I do not consent to any warrantless searches, or searches that are not compliant with the "Constitution for the united States of America" and /or all of the amendments of the Honorable 'Bill of Rights' whether of my dwellings, cars land crafts, watercrafts aircrafts me mine current location property, hotel rooms, apartments business records, businesses or my machinery, vehicles equipment(s) supplies, buildings grounds land in my private possession or control past, present and future, now and forevermore so help you' God



I, Barry-Henry Spencer, Junior [Freemen] the undersigned, am of lawful majority age clear head and sound mind

- (10) **Remember**, you took a solemn binding oath to protect and defend the original "Constitution for the united States of America" (1787) adopted circa 1791 Violations of said oath is perjury, being a bad-faith doctrine of constructive treason and immoral dishonor, infra, 13, 14 & 15 I accept said Oath of Office that you have sworn to uphold I declare that any and all presumptions that I am citizen, subject, resident, participant legal entity, strawman, fiction, or any such thing, of any and all jurisdictions of the UNITED STATES OR ANY OF ITS SUBDIVISIONS, AGENCIES, ENTITIES, DEPARTMENTS SUBSIDIARIES are now and forever rebutted You may rebut my presumptions by submitting certified copies of lawful documents that have been certified by MASSACHUSETTS states attorney while under oath and on the official record and under penalty of perjury and waiving all immunities from prosecution You have thirty (30) days to rebut my statements as indicated herein, or my statements will stand as true, lawful and legal in all of your courts and/or hearings
- (11) **This** legal and timely notice, declaration, and demand is prima facie evidence of sufficient Notice of Grace The terms and conditions of this presentment agreement are a quasi-contract under the Uniform Commercial Code and Fair Debt Collection Practices Act These terms and conditions are not subject to any or all immunities that you may claim, should you in *any* way violate my rights or allow violations by others Your corporate commercial acts against me or mine and your failures to act on behalf of me or mine are ultra vires and injurious by willful and gross negligence
- (12) **The** liability is upon you, and/or your respondent superior, and upon others including any and all local state, regional, federal, multijurisdictional, international, and/or corporate agencies and/or persons of the foregoing involved directly or indirectly with you via any nexus acting with you, and said liability shall be satisfied jointly and/or severally at my discretion You are sworn to your Oath of Office and I accept your Oath of Office and your responsibility to uphold the rights of me and mine at all times

**BILLING COSTS ASSESSED WITH LEVIES AND LIENS UPON VIOLATIONS SHALL BE**

(13) **Unlawful Arrest Illegal Arrest, or Restraint, or Distrant, Trespassing/Trespass without a lawful, correct, and complete 4th amendment warrant** \$2,000,000 00 (Two Million) US Dollars per occurrence, per officer, or agent involved

**Excessive Bail, Fraudulent Bond, Cruel and Unusual Punishment, Violation of Right to Speedy Trial, Freedom of Speech, Conspiracy, Aiding and Abetting, Racketeering, or Abuse of Authority** as per Title 18 U S C A , §241 and §242 or definitions contained herein \$2,000 000 00 (Two Million) US Dollars per occurrence per officer or agent involved

**Assault or Assault and Battery without Weapon** \$2,000,000 00 (Two Million) US Dollars per occurrence, per officer or agent involved

**Assault or Assault and Battery with Weapon** \$3,000,000 00 (Three Million) US Dollars, per occurrence, per officer, or agent involved

**Unfounded Accusations by Officers of the Court, or Unlawful Determination** \$2,000 000 00 (Two Million) US Dollars, per occurrence, per officer or agent involved

(14) **Denial and/or Abuse of Due Process** \$2,000,000 00 (Two Million) US Dollars, per occurrence per officer, or agent involved

**Obstruction of Justice** \$2 000 000 00 (Two Million) US Dollars, per occurrence per officer or agent involved

**Unlawful Distrant, Unlawful Detainer, or False Imprisonment** \$5 000 000 00 (Five Million) US Dollars per day, per occurrence per officer or agent involved plus 18% annual interest

**Reckless Endangerment Failure to Identity and/or Present Credentials and/or Failure to Charge within 48 (Forty-Eight) Hours after being detained** \$2 000 000 00 (Two Million) US Dollars per occurrence per officer, or agent involved

**Counterfeiting Statute Staple Securities Instruments** \$2,000,000 00 (Two Million) US Dollars per occurrence, per officer or agent involved

(15) **Unlawful Detention or Incarceration** \$2,000,000.00 (Two Million) US Dollars per day per occurrence, per officer or agent involved

**Incarceration for Civil or Criminal Contempt of Court without lawful, documented-in-law, and valid reason** \$2,000,000.00 (Two Million) US Dollars per day, per occurrence, per officer, or agent involved

**Disrespect by a Judge or Officer of the Court** \$2,000,000.00 (Two Million) US Dollars per occurrence, per officer, or agent involved

**Threat, Coercion, Deception, or Attempted Deception by any Officer of the Court** \$2,000,000.00 (Two Million) US Dollars per occurrence, per officer, or agent involved

**Unnecessary Restraint** \$2,000,000.00 (Two Million) US Dollars, per occurrence per officer, or agent involved

**Refusal of Lawful Bailment as provided by the aforementioned Constitution and/or Honorable "Bill of Rights"** \$2,000,000.00 (Two Million) US Dollars per day of confinement to be prorated by the hour as per Traficant vs Florida, per occurrence, per officer, per agent involved

**Coercion or Attempted Coercion of the Natural Man to take responsibility for the Corporate Strawman against the Natural Man Secured Party's Will** \$2,000,000.00 Two Million US Dollars per occurrence, per officer or agent involved

**The Placing of an Unlawful or Improper Lien, Levy, Impoundments, or Garnishment against any funds, bank accounts, savings accounts, retirement funds, investment funds, social security funds, intellectual property, or any other property belonging to the Natural Man Secured Party by any agency** \$2,000,000.00 (Two Million) US Dollars per occurrence, and \$100,000.00 (One Hundred Thousand) US Dollars per day penalty until liens, levies, impoundments, and/or garnishments are ended and all funds reimbursed and all property returned in the same condition as it was when taken, with 18 % annual interest upon the Secured Party's declared value of property.

**Destruction, Deprivation, Concealment, Defacing, Alteration, or Theft of Property** including buildings, structures, equipment(s), furniture(s), fixtures, and supplies belonging to the Natural Man Secured Party will incur a penalty of total new replacement costs of property as indicated by Owner and Secured Party, including but not limited to purchase price and labor costs for locating, purchasing, packaging, shipping, handling, transportation, delivery, set up, assembly, installation, tips and fees, permits, replacement of computer information and data, computer hardware and software, computer supplies, office equipment and supplies, or any other legitimate fees and costs associated with total replacement of new items of the same type, like kind, and/or quality, and quantity as affected items. The list and description of affected property will be provided by the Owner and Secured Party and will be accepted as complete, accurate, and uncontestable by the agency or representative thereof that caused such action. In addition to the aforementioned cost, there will be a \$200,000.00 (Two Hundred Thousand) US Dollars per day penalty until property is restored in full, beginning on the first day after the incident, as provided by this contract.

## CAVEAT

- (16) The aforementioned charges are billing costs deriving from, but not limited to, Uniform Commercial Codes and Fair Debt Collection Practices Act and this contract. These charges shall be assessed against persons, governmental bodies, and corporate entities supra, or any combination thereof when they individually and/or collectively violate my natural and/or civil rights as an American by declaration. The aforementioned Constitution and/or the Honorable "Bill of Rights" establish jurisdiction for you in your normal course of business. All violations against me, the undersigned, will be assessed per occurrence, per officer, representative, or agent of any agency that is involved in any unlawful action against me.
- (17) By your actions, you shall lack recourse for all claims of immunity in any forum. Your officers' knowing consent and admission of perpetrating known acts by your continued enterprise is a violation of my rights. This **Statute Staple Securities Instrument** exhausts all state maritime article 1 administrative jurisdictions and protects my Article III court remedies including but not limited to Title 42 U.S.C.A., Title 18 U.S.C.A., Title 28 U.S.C.A., and Title 18 U.S.C. § 242.

## IGNORANCE OF THE LAW IS NO EXCUSE!

- (18) I, one Barry-Henry Spencer, Junior [Freeman], the undersigned, am the principal, and you are the agent! Fail not to adhere to your oath, lest you be called to answer before one God and one Supreme Court Exclusive Original Jurisdiction, which is the court of first and last resort, not excluding my "Good Faith (Oxford) Doctrine" by my conclusive Honorable "Bill of Rights."
- (19) This **Statute Staple Securities Instrument** is not set forth to threaten, delay, hinder, harass, or obstruct but to protect guaranteed Rights and Protections assuring that at no time my Unalienable Rights are ever waived or taken from me against my will by threats, duress, coercion, fraud, or without my express written consent of waiver. None of the statements contained herein intend to threaten or cause any type of physical or other harm to anyone. The statements contained herein are to notice any persons, whether real or corporate, of their potential personal, civil, and criminal liability if and when they violate my Unalienable Rights as protected by the original Constitution of 1787, adopted circa 1791, and/or the Honorable "Bill of Rights." A bona fide duplicate of this paperwork is safely archived with those who testify under oath that it is my standard policy to ALWAYS present this notice to any public or private officer attempting to violate me and my rights. It is noted on the record that by implication of said presentment, this notice has been tendered by way of registered mail or by hand to MASSACHUSETTS SECRETARY OF STATE SECRETARY OF STATE WILLIAM FRANCIS GALVIN. This is prima facie evidence of your receipt and acceptance of this presentment in both your corporate and individual capacity, jointly and severally for each and all governmental, political, and corporate bodies. Any other individuals who have been, are, or hereafter become involved in the instant actions or any future actions against me shall only correspond to me in writing while signing under penalty of perjury pursuant but not limited to Title 28 U.S.C.A. § 1746. This document is now on record in the MASSACHUSETTS SECRETARY OF STATE UCC office and/or the Register of Deeds Office in SUFFOLK COUNTY, MASSACHUSETTS supra.

## SUMMATION

- (20) Should you move against me in defiance of this presentment, there is no immunity from prosecution available to you or to any of your fellow public officers, officials of government, judges, magistrates, district attorneys, clerks, or any other persons who become involved in the instant actions, or any future actions against me by way of aiding and abetting. Take due heed and govern yourself accordingly. Any or all documents tendered to me, lacking bona fide ink signatures or dates per title 18 U.S.C.A. § 513-514, are counterfeit security instruments causing you to be liable in your corporate and individual capacity by fraudulent conveyance now and forevermore. If and when you cause any injury and/or damages to the Natural Man Secured Party by violating any of the rights, civil rights, privileges, or any terms herein, you agree to voluntarily with no reservation of rights and defenses at the written request of the Natural Man Secured Party, surrender, including but not limited to, any and all bonds, public and/or corporate insurance policies, and CAFR funds as needed to satisfy any and all claims as filed against you by the Natural Man Secured Party. This applies to any and all agents or representatives, individually and severally, of the "UNITED STATES" or any of the subdivisions thereof, as described herein.

### NOTICE TO AGENT IS NOTICE TO PRINCIPAL AND NOTICE TO PRINCIPAL IS NOTICE TO AGENT

- (21) This document cannot be retracted by any employee, agent, representative, or officer of the court, or any individuals, excluding the Natural Man Secured Party on this registered document, for one hundred years from date on this legally binding **Statute Staple Securities Instrument**.

**Attention:** All Agents, Representatives or Officers, or such as, of the "UNITED STATES" or its subdivisions including local, state, federal, and/or international or multinational governments, corporations, agencies, and the like. You have thirty (30) days to rebut any portion of this document or you stand in total agreement. Non-response is agreement. Partial response is agreement. Rebuttal must be in written form with legal/lawful, verified, certified documentation in law with copies of said law enclosed. This documentation must be provided under penalty of perjury. **Notice to Agent is Notice to Principal. Notice to Principal is Notice to Agent. Ignorance of the law is no excuse.**

- (22) All other corporations including but not limited to telephone companies, cable companies, utility companies, contractors, builders, maintenance personnel, investors, journeymen, inspectors, law enforcement officers, officers of the court, manufacturers, wholesalers, retailers, and all other s including all persons are bound by all paragraphs, terms, and conditions herein regardless of nature of limited liability corporations or affiliations as DBAs, "AKAs", incorporations, or any types of businesses in commerce as decreed by this securities agreement and decree.

- (23) YOU ARE NOTICED having been given knowledge of the law and your personal financial liability in event of any violations of my rights and/or being This **Statute Staple Securities Instrument** now in your hand constitutes timely and sufficient warning by good faith, notice and grace
- (24) Dated this 13<sup>th</sup> day of August, in the year of our Lord, two thousand nine This contract being of honor is presented under the "**Good Faith (Oxford) Doctrine**" I accept the Oath of Office of all officers of the court, including but not limited to the clerk of the court, all judges and attorneys from all jurisdictions, all local, state, federal, international law enforcement officers, and all agents of the "UNITED STATES" or any subdivisions thereof
- (25) Any agent, law enforcement officer, employee, contractor, representative or the like of the "UNITED STATES" or any of its subsidiaries or sub-corporations, SHALL NOT ENTER, AT ANY TIME, FOR ANY REASON ANY PROPERTY AT WHICH I AM LOCATED, or LEASE, OWN, or CONTROL, WITHOUT MY EXPRESS WRITTEN PERMISSION Violation of this notice will be considered criminal trespass and will be subject to a \$2,000,000.00 (Two Million) lawful US Silver dollar penalty plus damages per violation, per violator
- (26) **Attention** Any and all lending institutions, brokerage firms, credit unions depository institutions ~~insurance-agencies, credit-bureaus, and the officers, agents and employees therein~~ You have now been notified of the law as to your corporate and individual financial liability in the event of any violations upon the rights and/or being of Barry-Henry Spencer, Junior This **Statute Staple Securities Instrument** constitutes timely and sufficient warning by Good Faith Notice of your liability regardless of your political affirmations All penalties contained herein will be subject to a penalty increase of one million dollars per day, plus interest, while this is any unpaid balance for the first thirty (30) days after default of payment This penalty will increase by 10% per each day until balance is paid in full plus 18% annual interest beginning on the thirty- first (31<sup>st</sup>) day after default of payment All penalties in this document are assessed in lawful money and are to be paid in one troy ounce US Silver Dollars that are .999 fine silver or equivalent par value if paid in legal tender or fiat paper money Par value will be determined by the value established by a one troy ounce .999 fine silver coin at the US MINT or by law, whichever is higher value at the time of the incident Any dispute over the par value will be decided by the Secured Party or his designee All definitions in Attachment 'B' are included as a part of this contract and will be applied as written herein Any dispute of any definition will be decided by the Secured Party There is no contradiction of terms as written within the confines of this title pursuant to the "Constitution for the united States of America" If any contradiction is found, the meaning will be determined by the Secured Party Definitions as they apply to this contract are enclosed in Attachment 'B' and are included as a legal part of this contract Property as listed in this contract are enclosed in Attachment 'A' and are included as part of this contract-

LS Barry-Henry Spencer Junior  
Barry-Henry Spencer Junior Secured Party Creditor

Name Barry-Henry Spencer, Junior, Secured Party Creditor

Country The "United States of America"

All property belonging to the Debtor belongs to the Secured Party See Attachment "A"

(27) Pursuant to Title 18 U S C , chapter 101 § 2071(b), "Whoever, having the custody of any such record, proceeding, map, book document paper, or other thing, willfully and unlawfully conceals, removes, mutilates, obliterates, falsifies, or destroys the same, shall be fined under this title or imprisoned not more than three years or both and shall forfeit his office and shall be disqualified from holding any office under the United States " After thirty (30) calendar days, you may not rebut this contract

(28) SUBSCRIBED AND AFFIRMED On this 13 day of August, 2009 AD before me the undersigned Notary Public personally appeared Barry-Henry Spencer, Junior, known to me or proved to me through satisfactory evidence of identification, which were MA DOC IN MAILED FD be the man whose name is subscribed on this Statute Staple Securities Instrument and attached documents in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief Witnessed by my hand and official stamp, signed, sealed, and delivered by hand or by private, registered, or certified mail drafted by the above Secured Party Creditor with attached property description

NOTICE

Using a notary on this document does not constitute any adhesion, nor does it alter my status in any matter The purpose for the notary is verification and identification only and not for entrance into any foreign United States Jurisdiction

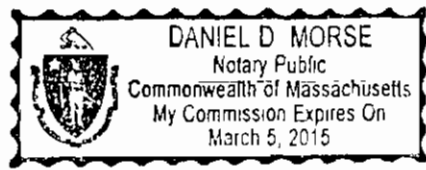
Witnessed my hand and official seal

*Just at*

§ County of W. Middlesex  
§  
§ State of Massachusetts  
Date August 13, 2009

[Signature]  
Notary Public

Commission Expires



EMPLOYER IDENTIFICATION NUMBER 026563472 - PRIORITY EXEMPT/BOND NUMBER (Will Provide)  
NON NEGOTIABLE NON-TRANSFERABLE PRIVATE TITLE OF ORIGIN  
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL - NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENTS  
LEGAL NOTICE AND DEMAND

LS \_\_\_\_\_

First Witness

LS \_\_\_\_\_

Second Witness

SEAL

Private and Non negotiable between parties



**VERIFICATION**

**Perjury Jurat** Pursuant to Title 28 USC 1746(1) and executed "without the United States" "I" Barry-Henry Spencer, Junior Sur Juris affirm under penalty of perjury under the laws of the United States of America Republic, that the foregoing is true and correct to the best of my belief and informed knowledge and further deponent shall not '1' affix my autograph, signature, and seal, at the end of this communication to all of the above and below affirmations with **EXPLICIT RESERVATION OF ALL OF MY UNALIENABLE RIGHTS, WITHOUT PREJUDICE** to any of those rights

**Dated** On this 13<sup>th</sup> Day of August, Two Thousand Nine A D

With Honor and Without Prejudice,

By Barry-Henry Spencer Junior  
Autograph of Barry-Henry Spencer Junior  
Employee Identification Number 020553472  
Barry-Henry Spencer Junior, Sur Juris Trustee Bailor  
Secured Party, Creditor Beneficiary



Private and Non negotiable between parties

### ATTACHMENT "A" - PROPERTY LIST

ALL PROPERTY BELONGING TO THE DEBTOR BELONGS TO THE SECURED PARTY DEBTOR IS A TRANSMITTING UTILITY DEBTOR IS A TRUST SEE THE FULL PROPERTY LIST IN THE "LEGAL NOTICE AND DEMAND" ON FILE AT THE REGISTER OF DEEDS OFFICE SUFFOLK MASSACHUSETTS ALL OF THE FOLLOWING PROPERTY BELONGS TO THE NATURAL MAN SECURED PARTY AS INDICATED HEREIN THIS PROPERTY INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING

- 1 All proceeds from Secured Party's labor from every source from products, accounts, fixtures crops, mine head, wellhead, and transmitting utilities, etc.
- 2 All rents, wages, and income from every source,
- 3 All land in which Debtor has an interest including the soil itself all minerals atop or beneath the soil surface all air rights all waters on or in the soil or land surface such as a lake or pond within the land boundaries,
- 4 All real property and all documents involving all real property in which Debtor has an interest, including all buildings structures, fixtures, and appurtenances situated on or affixed thereto, as noted in #3 above,
- 5 All cottages cabins houses, mansions and buildings of whatever type and wherever located
- 6 All bank accounts foreign and domestic bank safety deposit boxes and the contents therein personal security codes passwords, and the like associated therewith credit card accounts mutual fund accounts certificates of deposit accounts, checking accounts, savings accounts retirement plan accounts stocks bonds, securities and benefits from trusts
- 7 All inventory from any source,
- 8 All machinery, either farm or industrial, all mechanical tools, construction tools, tools of trade,
- 9 ~~All boats, yachts, and watercraft, and all equipment, accoutrements, baggage, and cargo affixed or pertaining thereto or stowed~~ therein inter alia all motors engines, ancillary equipment accessories parts, tools instruments electronic equipment, navigation aids service equipment, lubricants fuels and fuel additives
- 10 All aircraft gliders balloons and all equipment accoutrements baggage and cargo affixed or pertaining thereto or stowed therein inter alia all motors engines ancillary equipment accessories, parts, tools instruments electronic equipment navigation aids service equipment lubricants fuels and fuel additives
- 11 All motor homes, trailers mobile homes recreational vehicles houses, cargo and travel trailers and all equipment accoutrements baggage and cargo affixed or pertaining thereto or stowed therein, inter alia all ancillary equipment accessories parts service equipment lubricants fuels and fuel additives
- 12 All animals and all farm livestock and all things required for the care feeding use transportation and husbandry thereof
- 13 All pets including cats dogs birds fish or whatever other of the animal kingdom has been gifted or otherwise acquired whether kept indoors or outdoors with all fixtures vehicles and housings required for their protection feeding care transportation shelter and whatever other needs may arise
- 14 All vehicles autos trucks four-wheeled vehicles trailers wagons motorcycles bicycles tricycles wheeled conveyances of any kind motorized or otherwise in which Debtor has an interest
- 15 All computers computer-related equipment and accessories flash drives electronically stored files or data telephones electronic equipment office equipment and machines
- 16 All visual reproduction systems aural reproduction systems motion pictures films video tapes, audio tapes sound tracks compact discs i-pods, phonograph records film video and aural production equipment cameras, projectors etc
- 17 All manuscripts books booklets pamphlets treatises treatments monographs stories written material libraries plays screenplays, lyrics, songs music
- 18 All books and financial records of Debtor
- 19 All trademarks, registered marks copyrights patents proprietary data and technology inventions intellectual property royalties good will,
- 20 All public or private scholastic degrees titles credentials medals trophies honors awards, recognitions meritorious citations certificates from apprenticeship training and/or continuing education programs etc from whatever source for whatever trade, occupation work or endeavor
- 21 All military (Army Navy Air Force Marine National Guard etc.) discharge papers and the like

EMPLOYER IDENTIFICATION NUMBER [REDACTED] - PRIORITY EXEMPT (RON) NUMBER (Will Provide),  
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- 22 All records diaries, journals, photographs, negatives, transparencies, images, video footage, film footage, drawings, sound records, audio tapes, video tapes, computer production or storage of all kinds whatsoever.
- 23 All fingerprints, footprints, palm prints, thumbprints, RNA materials, DNA materials, genes, blood fractions, biopsies, surgically removed tissue, bodily parts, organs, hair, teeth, nails, semen, urine, other bodily fluids or matter, voice-print, retinal images, and the descriptions thereof, and all other corporal identification factors, and said factors, physical counterparts in any form, and all records, record numbers, and information pertaining thereto.
- 24 All biometric data, records, information, and processes not elsewhere described, the use thereof and the use of the information contained therein or pertaining thereto.
- 25 All rights to obtain, use, request, refuse, or authorize the administration of any food, beverage, nourishment, or water, or any substance to be infused or injected into or affecting the body by any means whatsoever.
- 26 All rights to obtain, use, request, refuse, or authorize the administration of any drug, manipulation, material, process, procedure, ray, or wave which alters or might alter the present or future state of the body, mind, spirit, free will, faculties, and self by any means, method, or process whatsoever.
- 27 All keys, locks, lock combinations, encryption codes or keys, safes, secured places, and security devices, security programs, software, user names, passwords, machinery, or devices related thereto.
- 28 All rights to access and use utilities upon payment of the same unit costs as the comparable units of usage offered to non-favored customers, inter alia, cable, electricity, garbage, gas, internet, satellite, sewage, telephone, water, and all other methods of communication, energy transmission, and food or water distribution.
- 29 All rights to barter, buy, contract, sell, or trade ideas, products, services, or work.
- 30 All rights to create, invent, adopt, utilize, or promulgate any system or means of currency, private money, medium of exchange, coinage, barter, economic exchange, bookkeeping, record-keeping, and the like.
- 31 All rights to use any free, rented, leased, fixed, or mobile domicile, as though same were a permanent domicile, and to be free from requirement to apply for or obtain any government license or permission, permit, and otherwise, and to be free from entry, intrusion, or surveillance, by any means, regardless of duration of lease period.
- 32 All rights to manage, maneuver, direct, guide, or travel in any form of automobile or motorized conveyance whatsoever without any requirement to apply for or obtain any government license, permit, certificate, or permission of any kind whatsoever.
- 33 All rights to marry and procreate children, and to rear, educate, train, guide, and spiritually enlighten any such children, without any requirement to apply for or obtain any government license, permit, certificate, any vaccinations, or permission of any kind whatsoever.
- 34 All rights to buy, sell, trade, grow, raise, gather, hunt, trap, angle, and store food, fiber, and raw materials for shelter, clothing, and survival.
- 35 All rights as outlined in the Constitution for the United States of America, and the Honorable Bill of Rights.
- 36 All rights to exercise freedom of religion, worship, use of sacraments, spiritual practice, and expression, without any abridgement of free speech, or the right to publish, or the right to peaceably assemble, or the right to petition government for redress of grievances, or the right to petition any military force of the United States for physical protection from threats to the safety and integrity of person or property by either public or private sources.
- 37 All rights to keep and bear arms for defense of self, family, and parties entitling physical protection of person or property.
- 38 All rights to create, preserve, and maintain inviolable, spiritual sanctuary, and receive into same, any and all parties requesting safety and shelter.
- 39 All rights to create, carry, and use private documents of travel of any kind whatsoever, inter alia, those signifying diplomatic status and immunity as a free, independent Sovereign.
- 40 All claims of ownership or certificates of title to the corporeal and incorporeal hereditaments, hereditary succession, and all innate aspects of being, i.e., body, mind, spirit, free will, faculties, and self.
- 41 All rights to privacy and security in person and property, inter alia, all rights to safety and security of all household or sanctuary dwellers or guests, and all papers and effects belonging to Debtor, or any household or sanctuary dwellers or guests, from governmental, quasi-governmental, de facto governmental, or private intrusion, detainer, entry, seizure, search, surveillance, trespass, assault, summons, or warrant, except with proof of superior claim duly filed in the Commercial Registry, by any such intruding party in the private capacity of such intruding party, notwithstanding whatever purported authority, warrant, order, law, or color of law may be promulgated as the authority for any such intrusion, detainer, entry, seizure, search, surveillance.

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LEGAL NOTICE AND DEMAND

trespass assault summons, or warrant

- 42 All names used and all Corporations Sole executed and filed or to be executed and filed under said names
- 43 All intellectual property inter alia all speaking and writing All thoughts, beliefs, world views, emotions psychology etc
- 44 All signatures and seals,
- 45 All signatures on all applications for and all value associated with all licenses foreign and domestic
- 46 All present and future retirement incomes and rights to such incomes issuing from all accounts,
- 47 All present and future medical and healthcare rights and rights owned through survivorship, from all accounts,
- 48 All applications, filings, correspondence, information, images, identifying marks, image licenses, travel documents, materials, permits, registrations, and records and records numbers held by any entity, for any purpose however acquired, as well as the analyses and uses thereof, and any use of any information and images contained therein regardless of creator method, location, process, or storage form, inter alia all processed algorithms analyzing classifying comparing compressing, displaying, identifying, processing, storing or transmitting said applications, filings correspondence information, images identifying marks image licenses travel documents, materials permits registrations, records and records numbers and the like,
- 49 All signatures on all applications for and all value associated with all library cards
- 50 All credit, charge and debit cards mortgages notes applications card numbers and associated records and information,
- 51 All credit of Debtor,
- 52 All signatures on and all value associated with all traffic citations/tickets
- 53 All signatures on and all value associated with all parking citations/tickets,
- 54 All value from all court cases and all judgments, past, present and future, in any court whatsoever and all bonds orders, warrants, and other matters attached thereto or derived therefrom,
- 55 All precious metals, bullion, silver coins, gold coins, jewelry precious jewels semi-precious stones, mounts and any storage boxes, receptacles and depositories within which said items are stored
- 56 All tax correspondence filings notices, coding record numbers, all benefit from social security account # [REDACTED] and any information contained therein wherever and however located and no matter by whom said information was obtained compiled codified, recorded, stored, analyzed, processed communicated or utilized,
- 57 All bank accounts all brokerage accounts stocks, bonds, certificates of deposit drafts, futures insurance policies investment securities, all retirement plan accounts, Individual Retirement Accounts money market accounts mutual funds notes, options puts calls pension plans savings accounts stocks warrants securities, benefits from trusts 401-K's and the like
- 58 All accounts, deposits, escrow accounts lotteries overpayments prepayments prizes rebates refunds returns Treasury Direct Accounts claimed and unclaimed funds and all records and records numbers correspondence and information pertaining thereto or derived there from
- 59 All stockpiles collections buildups amassment and accumulations, however small of Federal Reserve Notes (FRNs) gold certificates silver certificates and all other types and kinds of cash coins currency and money delivered into possession of Secured Party
- 60 All drugs, herbs medicine medical supplies cultivated plants growing plants inventory ancillary equipment supplies, propagating plants, and seeds and all related storage facilities and supplies
- 61 All fitness and/or sports equipment intended to increase vitality fitness, and health and whole food complexes vitamin mineral and other supplements to the diet for the same health and fitness purposes and all juicers grinders dehydrators and storage and delivery devices or equipment,
- 62 All products of and for agriculture, and all equipment inventories supplies contracts and accoutrements involved in the planting, tilling harvesting processing, preservation and storage of all products of agriculture
- 63 All plants and shrubs trees fruits vegetables farm and garden produce indoors and out watering devices fertilizers and fertilizing equipment pots collections of plants e.g. bonsai dry or live assortments of flowers and plants or anything botanical
- 64 All farm lawn and irrigation equipment accessories attachments hand tools implements service equipment parts supplies and storage sheds and contents
- 65 All fuel, fuel tanks containers and involved or related delivery systems
- 66 All metal-working woodworking and other such machinery and all ancillary equipment accessories consumables power tools, hand tools inventories storage cabinets tool boxes, work benches shops and facilities

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- 67 All camping, fishing, hunting and sporting equipment and all special clothing, materials, supplies and baggage related thereto
- 68 All rifles, guns, bows, crossbows, other weapons, and related accessories and the ammunition, reloading equipment and supplies, projectiles, and integral components thereof
- 69 All radios, televisions, communication equipment, receivers, transceivers, transmitters, antennas, towers, etc. and all ancillary equipment, supplies, computers, software programs, wiring and related accoutrements and devices
- 70 All power generating machines or devices and all storage, conditioning, control, distribution, wiring and ancillary equipment pertaining to or attached thereto,
- 71 All devices, engines, fixtures, fans, plans needed for the production or storage of electrical energy,
- 72 All computers and computer systems and the information contained therein, as well as all ancillary equipment, printers and data compression or encryption devices, processes and processors,
- 73 All office and engineering equipment, furniture, ancillary equipment, drawings, tools, electronic and paper files and items related thereto
- 74 All water wells and well-drilling equipment, and all ancillary equipment, chemicals, tools and supplies,
- 75 All shipping, storing and cargo containers and all chassis, truck trailers, vans, and the contents thereof, whether on-site in transit, or in storage anywhere,
- 76 All building materials and prefabricated buildings and all components or materials pertaining thereto, before or during manufacture, transportation, storage, building, erection or vacancy while awaiting occupancy thereof  
All communications and data and the methods, devices and forms of information storage and retrieval and the products of any such stored information
- ~~78~~ All artwork and supplies, paintings, etchings, photographic art, lithographs, and serigraphs, etc. and all frames and mounts pertaining to or affixed thereto,
- 79 All food and all devices, tools, equipment, vehicles, machines, and related accoutrements involved in food preservation, preparation, growth, transport and storage
- 80 All construction machinery and all ancillary equipment, fuels, fuel additives, supplies, materials and service equipment pertaining thereto,
- 81 All medical, dental, optical, prescription and insurance records, records, numbers and information contained in any such records or pertaining thereto
- 82 The Last Will and Testament from any source
- 83 All inheritances, gotten or to be gotten
- 84 All wedding bands and rings, watches and jewelry,
- 85 All household goods and appliances, linen, wardrobe, toiletries, furniture, kitchen utensils, cutlery, tableware, cooking utensils, pottery, antiques, etc.
- 86 All musical instruments, whether new or old, including brass, woodwinds, percussion, strings, etc.
- 87 All children's toys, clothing, playthings and possessions of any type or amount
- 88 All businesses, corporations, companies, trusts, foundations, partnerships, limited partnerships, organizations, proprietorships and the like, now owned or hereafter acquired, and all books and records thereof and therefrom, all income therefrom and all accessories, accounts, equipment, information, inventory, money, spare parts and computer software pertaining thereto
- 89 All ownership, equity, property and rights to property now owned or held or hereafter acquired in all businesses, corporations, companies, partnerships, limited partnerships, organizations, proprietorships and the like, and all books and records pertaining thereto, all income therefrom and all accessories, accounts, equipment, information, inventory, money, spare parts and computer software pertaining thereto,
- ~~90~~ All "packages", parcels, envelopes or labels of any kind whatsoever which are addressed to or intended to be addressed to Debtor or Natural Man, Secured Party, whether received or not received
- 91 All telephone numbers
- 92 All signatures on all applications for and all value associated with all certificates of birth documents of the Natural Man, Secured Party, and all said documents themselves
- 93 All signatures on all applications for and all value associated with all certificates of birth documents of all children and grandchildren of the Natural Man, Secured Party, and all said documents themselves

Private and Non-negotiable between parties  
FORM LEGAL NOTICE AND DEMAND  
DEBTOR BARRY HENRY SPENCER JR  
Trustee/Secured Parties Barry Henry Spencer Junior

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- 94 All signatures on all applications for social security numbers and all value associated with all accounts, [REDACTED]
- 95 All signatures on all applications for social security numbers for all children and grandchildren of the Natural Man 'Secured Party', and all value associated with all accounts
- 96 All value associated with the private contract trust account number of the Natural Man 'Secured Party' [REDACTED]
- 97 All value associated with the private contract trust account numbers of all children and grandchildren of the Natural Man, 'Secured Party',
- 98 All signatures on all applications for and all value associated with MASSACHUSETTS Driver License # [REDACTED]
- 99 All signatures on all applications for and all value associated with all passports for the Natural Man, 'Secured Party' and his children and grandchildren,
- 100 All documents as recorded in the public record by and for the Natural Man, 'Secured Party' as indicated herein
- 101 All signatures on all applications for and all value associated with all marriage licenses
- 102 All private marriage contracts
- 103 All signatures on all applications for and all value associated with all professional licenses
- 104 All private addresses of the Natural Man, 'Secured Party' as indicated herein
- 105 All signatures on all applications for and all value associated with all public addresses
- 106 All private registered bond/account numbers, and all bonds and notes tendered to any and all entities including the Department of the Treasury banks creditors corporations etc
- 107 Any and all property not specifically listed named, or specified by make model, serial number etc is expressly herewith included as collateral of the Natural Man, 'Secured Party'

I, One Barry-Henry Spencer Junior, Secured Party employer identification number [REDACTED] a living soul herein secures all rights interest, and exclusive title in CERTIFICATE OF BIRTH 094252 No 8407, June 11 1969 issued by MASSACHUSETTS DEPARTMENT OF HEALTH AND VITAL RECORDS, instilling the pledge represented by the same pignus, hypotheca, hereditaments res the energy and all products derived therefrom including but not limited to all caps name BARRY HENRY SPENCER, JUNIOR, BARRY H SPENCER JR OR BARRY SPENCER or any other derivative thereof but not limited to all signatures on all contracts or agreements predicated on the strawman described above as Debtor Debtor is a Transmitting Utility Debtor is a trust

LEGAL NOTICE AND DEMAND -- ATTACHMENT "B" -- DEFINITIONS

**ATTACHMENT "B" -- DEFINITIONS**

- 1 **Unlawful Arrest** Means restricting a man's right to move about freely without the proper use of a lawful 4<sup>th</sup> amendment warrant signed by a judge of competent jurisdiction while under oath. This includes unnecessary use of restraint devices, traffic stops, raids, or any other type of interaction, when an officer is presented with and ignores a 'notice and Demand', Public Servants Questionnaire, "Right to Travel" Documents, or other documents notifying the officer of the sovereign lawful rights of the Natural Man Secured Party, created by God who is not to be confused with the Corporate Fiction Strawman which was created by the state. This includes arrest when a Natural Man Secured Party is incarcerated for refusing to sign any citation arrest due to contempt of court when he or she is not violent or a physical threat to the court, arrest by Internal Revenue Service for failure to produce books, records, or other documents, arrest and refusal of Habeas Corpus, arrest for conspiracy of any kind without lawfully documented affidavits from at least three (3) eye witnesses signed under oath and penalty of perjury.
- 2 **Illegal Arrest** Means same as above item # 1, "Unlawful Arrest"
- 3 **Unlawful Detention** Means restraining a Natural Man Secured Party's freedom of movement and/or Right to Travel, against his will for more than sixty (60) seconds without a properly authorized lawful 4<sup>th</sup> amendment warrant signed by a judge of competent jurisdiction while under oath. This includes routine traffic stops, raids, random identification checks, security checks, only after the officer, agent, or representative has been notified by the Natural Man Secured Party of his status and after the officer has been given documents to prove said status, along with up to ten (10) minutes for officer to examine said documents.
- 4 **Unlawful Distrain** Means seizure or taking of any property that is lawfully owned or in possession of the Natural Man Secured Party without proper probable cause and/or due process and lawful 4<sup>th</sup> amendment warrant. This includes any seizure by any officer, agent, representative in any capacity or relationship with the UNITED STATES or any of its agencies, contractors, subdivisions, subsidiaries, or the like.
- 5 **Lawful 4<sup>th</sup> Amendment Warrant** Means a warrant that follows the provisions of the 4th amendment to the original Constitution for the United States of America. This warrant must not deter from the exact procedures as outlined by the 4th Amendment.
- 6 **Right to Speedy Trial** Means trial will commence within 90 days of the date of arrest.
- 7 **Interstate Detainer** Means the same as unlawful detainer as when involving a Natural Man Secured Party and involving more than one agency or state of the corporation, or any representative, agent, or officer who has any agreement with, contract with, or permission to act on behalf of any municipal corporation of the UNITED STATES or any subsidiary or sub-corporation thereof.
- 8 **Unlawful Restraint** Means any action by any officer, agent, representative, contractor, associate, officer of the court, or the like to prevent, coerce, intimidate, hinder, or in any way limit the right of a Natural Man Secured Party from any type of freedom of legal, lawful speech, travel, movement, action, gesture, writing, utterance, or enjoyment of any right or privilege that is commonly enjoyed by any member of the public or any Sovereign.
- 9 **Freedom of Speech** Means the right to speak open and plainly without the fear of reprisal. This includes the right of a Natural Man Secured Party to speak at hearings and trials, before magistrates, judges, and officers of the court, agents, representatives, or the like of the UNITED STATES. It also means that no attempt to suppress this right will be made by any officer of the court or of the UNITED STATES corporation. No judge or officer of any court or tribunal will threaten contempt of court for free speech by any Natural Man Secured Party.

- 10 **US Dollars** Means the currently recognized medium of exchange as used by the general public at the time of offense at par value, equal to a one ounce silver dollar equivalent per each dollar unit as represented in a claim. All claims and damages will be paid at par value as indicated. Par value will be established by written law or the value established by the US MINT, whichever is higher at the time of the offense, for the purchase of an official, one troy ounce .999 fine silver coin.
- 11 **Obstruction of Justice** Means any attempt by any officer of the court or representative of any agency that represents the "UNITED STATES," or any of its subdivisions, agencies, contractors, etc. to deprive, hinder, conceal, coerce, or threaten a Natural Man Secured Party in an attempt to prevent any and every opportunity to legally/lawfully defend himself by attempting to produce and file lawful documents and or testimony to agents, officers, judges, magistrates the court, clerk of the court representatives, or investigators in order to settle any legal/lawful controversy. This also includes any attempt by a judge or officer of the court to hinder the Natural Man Secured Party from filing, recording admitting presenting discussing, questioning, or using any evidence document paper, photographs, audio and/or video recordings or any other type of evidence that he desires to submit as evidence in any type of court proceeding. The determination of what is evidence and what will be admitted is to be solely determined by the Natural Man Secured Party. Any evidence will be tried on merits of the lawful content and validity. Any judge or officer of the court who attempts to suppress or dismiss legal or lawful evidence will voluntarily surrender all bonds, insurance property, corporate property bank accounts, savings accounts or any corporate property of value to the Natural Man Secured Party upon written demand and surrender all rights to and defense against said property. This also includes evidence that is supported by case law. This includes attempts by any officer of the court to make motions to issue orders such as gag orders or to use any other means of keeping information suppressed from the public or the official record. The determination of whether the acts of the court are an attempt to suppress evidence will be solely determined by the Natural Man Secured Party. This also includes the provision as indicated in item # 18 **Racketeering**.
- 12 **Excessive Bail** Means any amount of bail set at an unreasonable rate as per the 8th amendment of the 'Constitution for the united States of America'. This also means bail in excess of the amount of the fine, penalty, or penal sum that is associated with the alleged crime committed. This also means that if a Natural Man Secured Party has lived as an upstanding member in a community or area for more than one year, works a regular job or is a member of or involved with a church group civic group, community enterprise or can produce at least two affidavits from members of his community or area stating that he is involved with his community he cannot be held without bail as a flight risk or a threat to society. If the Natural Man Secured Party can produce at least four (4) affidavits stating that he lives works and is involved in his community or the prior community in which he lived he must be released on his own recognizance without any bail required. This provision does not apply to anyone charged with rape murder or violent crimes.
- 13 **Cruel and Unusual Punishment** Means physical violence of any type or form that is used against a Natural Man Secured Party and that causes invisible or undetectable or visible physical injury e.g. marks scrapes scratches bruises abrasion avulsions fractures sprains restraint marks, dislocations punctures cuts loss of blood loss of body fluids etc. This includes any other type of physical stress to the body or any chemically-induced, altered mental state of the Natural Man Secured Party. This also includes any attempt to incarcerate restrain question detain withhold food when requested withhold drink when requested withhold medications as requested withhold use of bathroom facilities and supplies when requested withhold reading and writing materials withhold communication with friends, family, legal counsel and religious counsel withhold proper clothing as needed for comfort withhold blankets when requested withhold hot and cold water for showers, withhold freedom when requested. This also includes ridicule coercion threats verbal insults rude and offensive language veiled threats or any other type of mental stress or anguish.
- 14 **Conspiracy** Means the cooperation of two or more persons working together to restrict suppress inhibit or in any way deprive a Natural Man Secured Party of any right benefit, or privilege that would ordinarily be offered by the Constitution for the united States of America and the Honorable Bill of Rights to any member of the general American public or to a Sovereign. This also includes the provisions in item # 18 **Racketeering**.
- 15 **Victim** Means any Natural Man Secured Party who has received direct damages to himself or his property as the result of an unlawful or illegal act by another.



- 16 **Victimless Laws** Means any law that is passed or presumed to be passed that creates a violation of law in which no Natural Man Secured Party has been damaged. This includes any statute, ordinance, regulation, policy, or color of law provision. These types of laws will not be used in any action of any kind, against any Natural Man Secured Party.
- 17 **Aiding and Abetting** Means the efforts of any officer, agent, or representative of the 'UNITED STATES' or officer of the court to assist another of the same to hinder, coerce, restrict, resist, suppress, or deprive in any way, a Natural Man Secured Party from receiving any and all rights, benefits, or privileges, as provided by the "Constitution for the united States of America, and/or the Honorable 'Bill of Rights,'" or that would normally be offered to the general American public or to a Sovereign. This also includes the provisions as provided in item # 18 "Racketeering" and suppression of evidence.
- 18 **Racketeering** Means any attempt by any two or more officers of the corporation to restrict, suppress, coerce, manipulate, inhibit, or in any way deprive a Natural Man Secured Party from receiving every right, benefit, or privilege that is outlined by the "Constitution for the united States of America," and/or the Honorable 'Bill of Rights.' This also includes any effort by the officers of the court to hinder in any way the introduction of evidence, law, facts, affidavits, statements, witness testimony, or any information that is considered relevant by the Natural Man Secured Party or any attempt to prevent a jury from hearing this evidence. This also includes any attempt to prevent this evidence from being heard in a public forum and before any and all members of the general public as many as can be accommodated by the main courtroom. All hearings, trials, or trials will be held in a public place and any and all members of the general public will be allowed to attend without restriction. This also includes questioning and/or interrogation by police officers before, during, and after an arrest.
- 19 **Federal Zone** Means any land, property, building, area, zone, 911 zone, or postal zone that is presumed to be within the territorial jurisdiction of the 'UNITED STATES' or any of its representatives as defined herein. This does not include any land, property, building, structure, dwelling, area, zone that is held by deed, title, warranty deed, contract, or any written or verbal agreement, or any such thing by a Natural Man Secured Party who is located outside of WASHINGTON, D.C. proper. All privately held properties of any type that are being held by any Natural Man Secured Party are excluded from any federal zone or any jurisdiction of any representatives of the 'UNITED STATES' or any of its territories. This is fact and may be presented in any court by affidavit of any Natural Man Secured Party of interest involved in any interaction with the 'UNITED STATES' or any of its representatives as outlined in this contract.
- 20 **State** Means any of the forty-eight areas known as states of the "united States of America" which is not the same as the 'UNITED STATES' corporation. These forty-eight states are designated by Upper and Lower Case spelling of the name of each state vs UPPER CASE spelling. The ALL UPPER CASE NAME denotes a STATE that is a part of the 'UNITED STATES' corporation, whichever the spelling of the Upper and Lower Case Name denotes that it is not a part of the 'UNITED STATES'. This will be determined by the Natural Man Secured Party as a condition of this contract. The Natural Man Secured Party will also determine whether or not his state is a part of the jurisdiction of the 'UNITED STATES' and his decision shall not be challenged by any representative of the 'UNITED STATES'. The Natural Man Secured Party will determine if the alleged offense occurred within the limits of the 'UNITED STATES'. A violation of this provision will be Unlawful Determination and punishable as indicated by this contract agreement.
- 21 **Trespassing/Trespass** Means the entry into or onto the domain, property, residence, area, location, grounds, dwellings, buildings, barns, herds, caves, structures, lands, storage areas, tunnels, automobiles, trucks, safe houses, underground shelters, automobiles, motor vehicles, recreational vehicles, boats, planes, trains, ships, containers, vans, heavy equipment, farm implements, culverts, driveways, trees, yards, real property, real estate, land, etc. of the Natural Man Secured Party without his express written permission or without a lawfully executed (4<sup>th</sup>) amendment warrant. Any and all agents or representatives of the corporation will fully and completely observe any and all protections as outlined in the 'Constitution for the united States of America' and/or the Honorable 'Bill of Rights'. Any personal property that is damaged, lost, stolen, or misplaced, etc. will be recoverable as indicated in this Notice and Demand document. I solemnly swear and affirm that I do not have any illegal contraband on my property. I have never had any illegal contraband on or around my property and never will. Any contraband, if it is found on my property, would have been placed there by the officers or agents during the time of trespass. I simply do not allow it on my property. Contraband or illegal items if they are found in a search do not belong to me and may not be used in any attempt in any claim against me. Any and all officers, agents, and representatives of the

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LEGAL NOTICE AND DEMAND

corporation will be held individually liable for the full amount of damages as outlined in this Notice and Demand document for trespassing

- 22 **Natural Man Secured Party** Means any flesh and blood living, breathing Man, created by God who notifies any representative of the corporation, verbally or in writing, that he is a Sovereign Non UNITED STATES corporate citizen, Freeman and not subject to the jurisdiction of the corporation or any of its representatives. This is not to be confused with the Fictitious Legal Entity that was created by the state and is represented by an ALL CAPITAL LETTER NAME. Any attempt to notify any officer, agent, or representative of the status of the Natural Man Secured Party will be sufficient notice. Sufficient notice will be determined by oath, statement, or affidavit by the Natural Man Secured Party and the validity of such will not be challenged by any officer of the court.
- 23 **County or City** Means any subdivision of any state of the "United States of America". This subdivision excludes any jurisdiction zone, or territory of the 'UNITED STATES' corporation that is described by the Natural Man Secured Party in ALL CAPITAL LETTERS. Any dispute over any errors contained in spelling or grammar will be resolved at the discretion of the Natural Man Secured Party and will not be challenged by any representative of the corporation.
- 24 **Agency, Entity, Department, Subdivision, Subsidiary, Contractor, Employee, Inspector, Investigator, Organization, Officer, Agent, Authorized Representative, Policeman, Participant** Means any person, corporation, or entity of any kind which works for, is compensated all or in part by, receives funds from, collects funds for, contracts with, receives any benefit from, receives any privilege from, participates with, has allegiance to, or in any way has a relationship with the 'UNITED STATES' or any of its subsidiaries, sub-corporations, departments, or agencies, etc.
- 25 ~~Contract~~ Means ~~any agreement in writing that has been offered for review and acceptance by another party wherein the offering party has ten (10) days or more, or as stipulated in the contract, to review, respond, accept, or rebut any provisions of the contract as indicated in the contract. Non response on the part of the receiving party or agent of the receiving party will be a lawful offer and acceptance of all the terms and conditions contained in said contract. Rebuttal by the receiving party of any provision of the contract by any other means than is indicated in the contract will be non response. Return of the contract unopened and/or without review will be acceptance of all conditions of said contract. Recording the contract with the clerk of court or any public records officer will be a lawful offer and notification and will be presentment to all officers of the court in that state or county. Notice to Agent is Notice to Principal. Notice to Principal is Notice to Agent.~~
- 26 **False Imprisonment** Means any attempt by any officer of the court or corporation to incarcerate any Natural Man Secured Party against his will and/or against any and all protections of the laws and provisions of the Constitution for the United States of America and/or the Honorable Bill of Rights.
- 27 **Representative** Means any agent, agency, department, officer, investigator, entity, subsidiary, sub-corporation, contractor, employee, inspector, individual, or corporation that has any affiliation or association with, collects or distributes funds for, does any task for, receives any benefit or privilege from, of, or for the 'UNITED STATES'. This includes anyone or anything that represents the interests of, or is being funded by, or receives funds from, or has any attachment to the 'UNITED STATES' or any of its subdivisions or sub-corporations.
- 28 **Corporation** Means any representative, agency, sub-corporation, contractor, or any person or entity that is employed by, receives or distributes funds for, receives any benefit or privilege from, or has any relationship of any kind with the 'UNITED STATES' corporation.
- 29 **Interpretation** Means if any conflict arises concerning the definition of any of the terms and/or conditions of this contract, the conflict concerning the meaning of the term or condition will be decided by the Natural Man Secured Party. His decision will be final and not subject to review or argument. No liability or penalty will be incurred by the Natural Man Secured Party due to his interpretation of such terms and/or conditions.
- 30 **Corporate Capacity** Means acting for, or on behalf of, a corporation or government entity while under law or color of law.
- 31 **Legal Counsel** Means anyone that a Natural Man Secured Party chooses to have as legal assistance of counsel, whether counsel is licensed or not, or a member of the Bar Association. Counsel may assist, represent, speak on behalf of, write cases.

for or perform any act in or out of court for the Natural Man Secured party without any hindrance threat prosecution charge repercussion, etc from any officer of the court or representative of the UNITED STATES corporation or any representative officer or agent thereof

- 32 **Abuse of Authority** Means anyone who denies withholds, refuses deprives limits, inhibits, counteracts conceals any right benefit, protections, or privilege, as protected by the "Constitution for the united States of America" and/or the Honorable 'Bill of Rights' This includes arrest or detainment without documented evidence that a lawful crime has been committed by the Natural Man Secured Party This includes use of restraint devices on a Natural Man Secured Party and/or physical abuse that makes or does not make any marks, scars, cuts, abrasions, or the like This also includes denial of lawful Due Process, Habeas Corpus Excessive Bail Unlawful Arrest, Unlawful Detention or the like, as outlined in this contract
- 33 **Verbal Abuse** Means the use of offensive and/or threatening, spoken words body language, and non-verbal gestures or actions by any representative of the corporation as defined herein upon a Natural Man Secured Party If a controversy arises about an incident, the version told by the Natural Man Secured Party will be accepted as truth and will not be contested
- 34 **Assault and Battery with Weapon** Means any actual threatened or perceived use of any weapons, by any representative of the 'UNITED STATES' corporation against the Natural Man Secured Party or his, that creates an atmosphere of fear for the Natural Man Secured Party This includes non lethal weapons such as tazers, stun guns mace pepper spray any chemical used to incapacitate rubber bullets shock force weapons, electronic weapons, or any other type of weapon that may be used to control or to create fear If a conflict arises about the events the version told by the Natural Man Secured Party will be accepted as truth and will not be contested
- 35 ~~Unfounded Accusations~~ Means ~~any accusation, charge, or claim, civil or criminal or in admiralty, that is alleged or made by~~ any representative of the 'UNITED STATES' corporation as defined herein that is not proven by written documented evidence presented under oath and penalty of perjury by an authorized agent or representative of the corporation The accuser has eight (8) hours to provide said documents to be reviewed and to put them into the possession of the Natural Man Secured Party and failure to do so will be Unfounded Accusations and subject to the penalties contained herein
- 36 **Encroachment** Means to invade, intrude or in any way prevent a Natural Man Secured Party the full and complete use of property including trespass or impeding ingress or egress to the property of a Natural Man Secured Party and to limit the ability of a Natural Man Secured Party to freely access claim, hold, possess use convey sell rent, lease barter exchange or in any way make full and unfettered use of his property This includes the application of unlawful liens and encumbrances of any and all property including wages salaries stocks bonds bank accounts (foreign or domestic) savings accounts contents of safety deposit boxes gold, silver notes insurance funds annuities retirement accounts social security benefits, motor vehicles automobiles recreational vehicles land real estate homes structures roads driveways personal property of any kind that is held by title deed contract agreement (written or verbal) or is in possession of a Natural Man Secured Party This includes but is not limited to traffic stops searches of vehicles home invasion confiscation of any lawful property owned by in possession of or under the control of the Natural Man Secured Party
- 37 **Assault and Battery without a Weapon** Means the verbal abuse or physical contact of any kind upon a Natural Man Secured Party without his express voluntary written consent If a conflict arises about the facts involving the incident the version as told by the Natural Man Secured Party will be accepted as truth without question and will not be contested
- 38 **Abuse of Due Process** Means any action against a Natural Man Secured Party when said action does not abide by all the rights and defenses contained in or represented by the 'Constitution for the united States of America' and/or the Honorable Bill of Rights This includes any charge, or claim, civil or criminal, or in admiralty, that is alleged or made by any representative of the UNITED STATES corporation
- 39 **Denial of Due Process** Means any attempt by any officer of the court and or corporation to deny deprive restrict prevent or in any way inhibit the proper Due Process to any Natural Man Secured Party as outlined in the Constitution for the united States of America and/or the Honorable Bill of Rights Any public law statute regulation ordinance home rule etc that is incompatible with the aforementioned Constitution and/or Honorable Bill of Rights is null and void and will not be used in any action against any Natural Man Secured Party

- 51 **Defacing** Means the changing or altering the appearance of an item. This also includes changing or altering the meaning of laws, rights, property, documents, or any other thing that has value as determined by the Natural Man Secured Party.
- 52 **Constitution** Means, for the purpose of this contract, The Constitution for the united States of America' circa 1791 as opposed to the "Constitution of the UNITED STATES" corporation circa 1868.
- 53 **Bill of Rights** Means, for the purposes of this contract, the original, Honorable "Bill of Rights" circa 1791.
- 54 **Rights and Defenses** Means one's legal and/or lawful right and/or ability to defend himself in any action. Upon agreement, the defendant in an action may give up his right to defend himself in a given action. This includes tacit agreement or agreement by default, and the Natural Man Secured Party is never the defendant.
- 55 **Willingly** Means that a Natural Man Secured Party is in full knowledge, understanding, agreement, and full consent at all times without fear of reprisal, threat, or coercion during any interaction in which he is involved with any agent, officer, or representative of any court or corporation including incorporated governments.
- 56 **Individual Capacity** Means acting on one's behalf to do a thing. The officer, representative, agent, or the like may be acting under law or color of law and go outside of the capacity of the law and take on a personal liability.
- 57 **Artificial Person** Means a fictitious entity that was created by the state for transacting commerce. This Artificial Man or Strawman is represented by the ALL CAPITAL LETTER NAME that appears to be spelled the same as the name of the Natural Man. When the Artificial Person is used in commerce by the Natural Man Secured Party, it is a transmitting utility.
- 58 **Agreement** Means any contract which is expressed in writing by letters or marks, or expressed orally in spoken words or utterances by a Natural Man Secured Party. Any question of any agreement or contract will be resolved by an affidavit from the Natural Man Secured Party. His affidavit will be considered fact in any action or dispute, without question by any officer, agent, or representative of any corporation including incorporated governments.
- 59 **Unlawful Determination** Means any statement, speech, gesture, writing, presentment, or the like that suggests an idea that negatively represents the character, actions, plans, procedures, customs, ways of a Natural Man Secured Party, or group of Natural Men or Women Secured Parties, that is not proven by documented, authorized, certified, evidence on and for the record under penalty of perjury. This includes off color statements, accusations, or remarks by a judge or other officer of the court and any other representative of any corporation including incorporated governments.
- 60 **Statute Staple Securities Instrument** Means an edict or proclamation from a Natural Man Secured Party.
- 61 **Clerk of the Public Record** Means any clerk who records or files documents in the public record who is employed by a city, county, state, municipality, federal government, and/or international, multi-national, or multi-jurisdictional corporation including incorporated governments.
- 62 **Public Record** Means any document or record that is filed or recorded into the public record by the Natural Man Secured Party. For example, when this document is recorded at a Register of Deeds Office or Massachusetts Uniform Commercial Code Office, it becomes a public record.
- 63 **Presumption** Means legal assumption or inference that places the burden of proof or burden of production on the other party, but never on the Natural Man Secured Party. No presumption shall prevail against the Natural Man Secured Party without lawful, documented evidence that supports the presumption which is certified by the officers of the court on and for the record under penalty of perjury.
- 64 **Unalienable Rights** Means Natural Rights given by God as acknowledged by the Law of Nations and incorporated into the Bill of Rights, such as but not limited to: Right to Bear Arms, Freedom of Speech, Right to Trial by a Jury of one's Peers, Right to Due Process, Right of Habeas Corpus, Right to be Exempt from Levy as a Natural Man Secured Party Creditor, Right to be Secure in One's Private Papers and Effects.

- 40 **Unlawful Detainer** Means any attempt by any officer of the court or representative of the corporation to arrest, check, hinder, delay, possess, hold, keep in custody, restrain, retard, stop, withhold a Natural Man Secured Party without affording him every protection as outlined by the Constitution for the United States of America and/or the Honorable Bill of Rights. Any public law, statute, regulation, ordinance or the like will be null and void and will not be used in any action in which a Natural Man Secured Party is involved.
- 41 **Reckless Endangerment** Means any attempt by any officer of the court or corporation as defined herein to endanger, attempt or threaten to attempt to endanger the life or property of any Natural Man Secured Party. This includes dangerous driving in a car, use or threatened use of lethal or non-lethal weapons or chemicals, improper use of restraint devices, use of restraint devices on a non-combative Natural Man Secured Party. If a conflict arises as to whether or not reckless endangerment has occurred, the version of the Natural Man Secured Party will be considered as truth.
- 42 **Failure to Respond** Means any attempt by any officer or representative of the corporation to ignore, inhibit, withhold, delay or deny a request for information from a Natural Man Secured Party.
- 43 **Failure to Charge within Forty Eight (48) Hours** Means any attempt by any officer or representative of a corporation to delay, inhibit, prevent or in any way stop a Natural Man Secured Party from being lawfully charged by the court within forty eight (48) hours of arrest.
- 44 **Failure to Identify** Means any time a Natural Man Secured Party has interaction with any officer or representative of the court or corporation, the officer or representative must, upon request of the Natural Man Secured Party, provide proper identification, written proof of authority, state what his business is with the Natural Man Secured Party, complete a "Public Servants Questionnaire" in advance of arrest or detention, provide documentation properly identifying the officer or respondent superior's name and contact information, and any other relevant information as requested by the Natural Man Secured Party. The officer may not detain the Natural Man Secured Party for more than ten (10) minutes while he obtains and provides this information.
- 45 **Counterfeiting Statute Staple Securities Instruments** Means any attempt by any officer or representative of a corporation to copy, duplicate, replicate any document that has "Statute Staple Securities Agreement" typed, printed or hand written anywhere on the document, without the express, written, voluntary permission of the document's owner who is the Natural Man Secured Party who filed said document in the public record or is in possession of said document or who is the maker of said document. If a dispute about permission to duplicate arises, the statements of the Natural Man Secured Party will be accepted as fact without question and will not be contested.
- 46 **Coercion or Attempt to Coerce** Means any attempt by any officer or representative of a corporation to threaten, intimidate, deprive, conceal or in any way prevent a Natural Man Secured Party from receiving and/or enjoying any right or privilege that is granted, outlined or secured by the Constitution for the United States of America and/or the Honorable Bill of Rights or allow another to do so.
- 47 **Purchase Price** Means the new replacement costs of items of property at the time of replacement. This includes locating, packing, shipping, handling, delivery, set up, installation and any other fee associated with total replacement of property.
- 48 **Destruction of Property** Means any alteration, damage, deprivation, defacing, removing, changing, breaking, separating, removing parts from, erasing of files from, throwing, shooting, kicking, stomping, smashing, crushing or the like of any property belonging to or in possession of the Natural Man Secured Party.
- 49 **Deprivation of Rights or Property** Means the concealment of, keeping from, hiding of, obstructing of any rights, property or privileges that are outlined or protected by the Constitution for the United States of America and/or the Honorable Bill of Rights.
- 50 **Concealment** Means withholding or keeping information that should normally be revealed about property and/or rights from a Natural Man Secured Party. This includes keeping evidence or law from a jury that could favorably alter the outcome of a case to the benefit of the Natural Man Secured Party. No officer of any court or representative of any corporation may conceal any law and/or any evidence of any kind that is considered relevant by the Natural Man Secured Party and/or fail to disclose any law that benefits the Natural Man Secured Party.

- 65 **Right to Travel** Means the right to freely move about and/or control any type of craft by whatever means via land, sea or air, without any interference by any officer, agent, employee, attorney, or judge that in any manner willfully causes adverse affects or damages upon the Natural Man Secured Party by an arrest, inhibition, detainment, restraint, deprivation, prevention, etc.
- 66 **Disrespect** Means anything said or written to any Natural Man Secured Party, about him or his, that he does not like including body language or anything that makes him or any reasonable man uncomfortable or fearful.
- 67 **The Placing or Filing of an Unlawful Lien, Levy, Garnishment, or Attachment** Means any attempt by any officer, agent or representative of a corporation to place a lien, levy, garnishment, or attachment on the property or collateral of a Natural Man Secured Party herein referred to as Secured Party. Any said officer, agent, or representative must first prove his authority to do so by lawfully documented evidence, furnishing all documents, forms, and papers as necessary to prove his authority to do so to a neutral, three (3) Notary Panel, hereinafter referred to as The Panel, selected by the Secured Party. Said officer, agent or representative must guarantee in writing that the officer, agent, or representative signing said documents will be personally liable for any damages due to his unlawful and/or illegal actions. He must supply bonds or other lawful funds to be held in trust by The Panel until The Panel determines if any actions of the officer, agent, or representative have violated any laws or caused damage to the Secured Party. The Panel will have the sole power to determine if any damage has occurred and will release the funds according to The Panel's adjudication. The decision of The Panel will be final with no recourse. The surety bonds and/or funds held in escrow by The Panel must be at least four (4) times the estimated value of the property that is lien, levied, garnished, or attached. The assessment of value will be recorded via affidavit by the Secured Party and delivered to The Panel. The Panel's determination and the assessment thereof will be accepted as truth without question or recourse. Said officer, agent, or representative agrees to surrender, including but not limited to, any and all surety bonds, public and/or corporate insurance policies, CAFR funds, or corporate property as needed to satisfy any and all claims and/or assessments as filed against said officer, agent, or representative by the Secured Party. Said officer, agent, or representative agrees that any and all property or collateral with a current or existing lien will remain in the custody and control of the Secured Party until such time as a determination has been made by a jury of twelve of the Secured Party's Peers as defined herein. In the event that a jury of twelve of the Peers cannot be convened or has not been convened within sixty (60) days from the date of the order of the lien, levy, attachment or garnishment, any action against the Secured Party shall be dismissed with prejudice and every lien, levy, attachment or garnishment shall be released within ten (10) days and all property rights restored, unencumbered. The officer, agent or representative who has authorized said lien, levy, attachment or garnishment agrees to surrender any and all surety bonds, public and/or corporate insurance policies, CAFR funds or corporate property as needed to satisfy any and all claims and/or assessments as filed against said officer, agent or representative by the Secured Party.
- 68 **Peer** Means a Natural Man Secured Party who has recorded into the public record documents to prove his sovereign status.
- 69 **Ignore** Means to refuse or in any way to deny a lawful request by the Natural Man Secured Party to have an officer, agent, or representative provide completed legal documents.
- 70 **Natural Man** Means a flesh and blood, living, breathing, biological man created by God, as represented by the Upper and Lower Case Name including 'Natural Man' or 'Real Man.' This is not to be confused with the Fictitious Legal Entity that was created by the STATE and that is represented by the ALL CAPITAL LETTER NAME.
- 71 **Debtor** Means the Fictitious Legal Entity that was created by the STATE and that is represented by the ALL CAPITAL LETTER NAME.

*Barry Henry Spencer Junior*

**NOTICE**

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

Personally appeared Barry Henry Spencer Junior, known to me (or proved to me on the basis of satisfactory evidence of identification) ~~MA DOC F111111111~~ to be the living Man whose name is subscribed upon these instrument(s) and acknowledged to me that he executed the same in his authorized capacity and by his signature on this instrument, Barry-Henry Spencer Junior has acted on behalf of the person who executed this instrument.

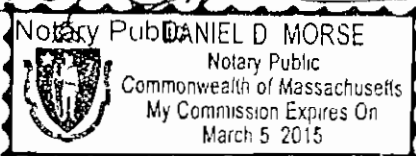
Witnessed, my hand and official seal

*Jurat ss*

§ County of Worcester  
§  
§ State of Massachusetts

Date August 13, 2009

Commission Expires



**VERIFICATION**

Perjury Jurat Pursuant to Title 26 USC 1746(1) and executed "without the United States" I Barry-Henry Spencer, Junior Sui Juris affirm under penalty of perjury under the laws of the United States of America Republic, that the foregoing is true and correct to the best of my belief and informed knowledge and further this deponent saint not 'I' affix my autograph signature, and seal, at the end of this communication to all of the above and below affirmations with **EXPLICIT RESERVATION OF ALL OF MY UNALIENABLE RIGHTS, WITHOUT PREJUDICE** to any of those rights.

Dated On this 13th Day of August Two Thousand Nine A.D.

With Honor and Without Prejudice

By *Barry Henry Spencer Junior*  
Autograph /s/ Barry-Henry Spencer, Junior  
Sui Juris Trustee Secured Party Creditor Beneficiary



EMPLOYER IDENTIFICATION NUMBER [REDACTED] - PRIORITY EXEMPT/BOND NUMBER (Will Provide,  
NON NEGOTIABLE NON-TRANSFERABLE PRIVATE TITLE OF ORIGIN  
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL - NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENTS  
LEGAL NOTICE AND DEMAND



EMPLOYER IDENTIFICATION NUMBER [REDACTED] - PRIORITY EXEMPT/BOND NUMBER (Will Provide)  
NON-NEGOTIABLE NON-TRANSFERABLE PRIVATE TITLE OF ORIGIN  
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL - NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT'S  
LEGAL NOTICE AND DEMAND

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**Exhibit “3”**

# MLC

July 9, 2010

**BY FIRST CLASS MAIL**

Barry Henry Spencer Jr.  
P.O. Box 1218  
Shirley, MA 01464

**Re: In re Motors Liquidation Company *et. al.* (“MLC” or the “Debtors”)  
Case No. 09-50026 (REG) -ADR Procedures –  
Proof of Claim Nos. 64658 and 64659 (Barry H. Spencer)**

Dear Mr. Spencer,

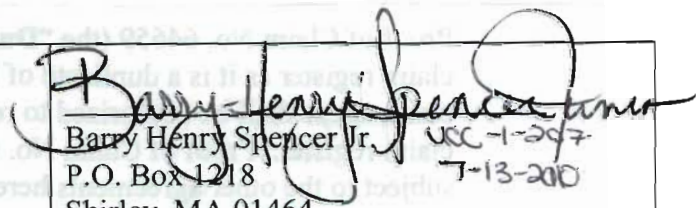
On or around November 30, 2009 you caused the filing of two Proofs of Claims against Motors Liquidation Company (“MLC”), for the same dollar amount, and on account of the same obligation (*see* Proofs of Claims Nos. 64658 and 64659, a copy of which is annexed herein).

As we have discussed, both MLC and you agree that MLC should promptly designate your claim to the alternative resolution procedures established in the Order Pursuant to 11 U.S.C. § 105(a) and General Order M-390 Authorizing Implementation of Alternative Dispute Procedures, Including Mandatory Mediation (the “**ADR Procedures**”) [Docket No. 5037] entered by the United States Bankruptcy Court for the Southern District of New York on February 23, 2010, subject to the following agreements that shall be effective upon the countersignatures of you and your brother Sylvester, as outlined below:

- A. Proof of Claim No. 64659 (the “**Duplicate Claim**”) is expunged from the Debtors’ claim register as it is a duplicate of Proof of Claim No. 64658 and that the Debtors’ claim agent shall be authorized to remove the Duplicate Claim from the Debtors’ claim register. Proof of Claim No. 64658 (the “**Surviving Spencer Claim**”) shall be subject to the other agreements herein.
- B. The Surviving Spencer claim is capped for all purposes to a general unsecured, nonpriority claim of no more than **\$9,000,000 (nine million dollars)** (the “**Claim Amount Cap**”).
- C. MLC shall transmit to you at the above address, with a copy to your brother Sylvester at the address set forth in the Surviving Spencer Claim, an ADR Notice (as such term is defined in the ADR Procedures) within five (5) business days of receiving a fully countersigned letter. The ADR Notice shall contain an initial settlement offer to

resolve the Surviving Spencer Claim of a general unsecured, nonpriority claim against MLC equal to or greater than **\$200,000 (two hundred thousand dollars)** (the "**Claim Settlement Floor.**")

- D. In the event the Surviving Spencer Claim is not settled under the ADR Procedures, and a trial court values the Surviving Spencer Claim less than the Claim Settlement Floor or disallows the Surviving Spencer Claim in its entirety, MLC agrees to offer to settle the Surviving Spencer Claim for a general unsecured, nonpriority claim in the amount of **\$200,000 (two hundred thousand dollars)** in exchange for your agreement not to appeal such trial court's determination. Should you or any authorized signatory nevertheless file an appeal to such trial court's determination of the Surviving Spencer Claim (which you shall expressly have a right to do), it is hereby understood that the Debtors shall be relieved of any further obligation to offer any settlement to resolve the Surviving Spencer Claim.
- E. By signing this letter, you understand and agree that the Claim Amount Cap includes all damages and relief to which you believe you are entitled to, including all interest, taxes, attorney's fees, other fees, and costs.
- F. By signing this letter, you understand that the Claim Amount Cap and any settlement offers in connection with the resolution of the Surviving Spencer Claim shall be for **an allowed general unsecured, nonpriority claim against MLC in full satisfaction of the Surviving Spencer Claim, to be satisfied in accordance with any chapter 11 plan or plans confirmed in the Debtors' chapter 11 cases.**
- G. You further agree that in accordance with the ADR Procedures, your brother Sylvester shall be fully authorized to speak on your behalf and any agreement reached with your brother shall be binding on you in all respects.
- H. In the event this letter is not fully countersigned and returned to Joseph Smolinsky at the undersigned address by July 20, 2010, this offer shall expire and this letter and its contents shall not be admissible in any court under Rule 408 of the Federal Rules of Evidence.

|  |  |
|--|--|
| <br>Harvey R. Miller<br>Stephen Karotkin<br>Joseph H. Smolinsky<br><br>WEIL, GOTSHAL & MANGES LLP<br>767 Fifth Avenue<br>New York, New York 10153<br>Telephone: (212) 310-8000<br>Facsimile: (212) 310-8007<br><i>Attorneys for Debtors and Debtors in Possession</i> | <br>Barry Henry Spencer Jr. <i>UCC-1-297</i><br>P.O. Box 1218 <i>7-13-2010</i><br>Shirley, MA 01464<br><br>CONSENTED AND AGREED TO<br><br>Sylvester Richard Spencer <i>all rights reserved</i> |
|--|--|

**Exhibit “4”**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
In re : Chapter 11 Case No.  
: :  
MOTORS LIQUIDATION COMPANY, *et al.*, : 09-50026 (REG)  
f/k/a General Motors Corp., *et al.* : :  
Debtors. : (Jointly Administered)  
: :  
-----X

**ALTERNATIVE DISPUTE RESOLUTION NOTICE**

Service Date: 7/19/2010

Matter Name: BARRY SPENCER

Notice Address:

BARRY HENRY SPENCER JR.  
PO BOX 1218  
SHIRLEY, MA 01464

| <u>Designated Claim Number</u> | <u>Amount Stated in Proof of Claim</u> | <u>Claim Amount Cap</u> |
|--------------------------------|--|-------------------------|
| 64658                          | \$794,500,000.00                       | \$9,000,000.00          |
| 64659                          | \$794,500,000.00                       | \$0.00                  |

**Deadline to Respond: 8/9/2010**

By this notice (the “**ADR Notice**”), Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (collectively, the “**Debtors**”) designate the above-identified claim (the “**Designated Claim**”) in the Debtors’ chapter 11 cases and submit the Designated Claim to alternative dispute resolution, pursuant to

the procedures (the “**ADR Procedures**”) established by the Order Pursuant to 11 U.S.C. § 105(a) and General Order M-390 Authorizing Implementation of Alternative Dispute Resolution Procedures, Including Mandatory Mediation (the “**ADR Order**”), entered by the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) on February 23, 2010. A copy of the ADR Procedures is posted on the Debtors’ website at [www.motorsliquidation.com](http://www.motorsliquidation.com) under the Claims Information tab. You may also contact the Debtors at 1-800-414-9607 or by e-mail at [claims@motorsliquidation.com](mailto:claims@motorsliquidation.com) with questions about this matter.

The Debtors have reviewed your Designated Claim and, pursuant to the ADR Procedures, offer the amounts set forth below for allowance of your Designated Claim as [a] prepetition general unsecured nonpriority claim in full satisfaction of the Designated Claim (the “**Settlement Offer**”).

*You are required to return this ADR Notice with a Claimant’s Response (as defined below) to the Settlement Offer by no later than the **Deadline to Respond** indicated above to:*

Motors Liquidation Company  
2101 Cedar Springs Road, Suite 1100  
Dallas, TX 75201  
Attn: ADR Claims Team  
[claims@motorsliquidation.com](mailto:claims@motorsliquidation.com)

In addition, to the extent your most recent proofs) of claim not: (a) state the correct amount of your Designated Claim; (b) expressly identify each and every cause of action and legal theory on which you base your Designated Claim; (c) include current, correct, and complete contact information of your counsel or other representative; or (d) provide all documents on which you rely in support of your Designated Claim, you hereby are requested to provide all such information and documentation with your Claimant’s Response.

If you do not return this ADR Notice with the requested information and a Claimant’s Response to the Settlement Offer to Debtors so that it is received by the Deadline to Respond, your Designated Claims will be subject to mandatory mediation as set forth in Section II.B of the ADR Procedures.

**IN ADDITION, YOU ARE REQUIRED TO INDICATE EXPRESSLY WHETHER YOU CONSENT TO BINDING ARBITRATION IF YOUR DESIGNATED CLAIM CANNOT BE SETTLED. PLEASE MARK THE BOX BELOW INDICATING WHETHER YOU (i) CONSENT TO BINDING ARBITRATION OR (ii) DO NOT CONSENT TO (AND SEEK TO OPT OUT OF) BINDING ARBITRATION. PLEASE NOTE THAT YOUR CONSENT TO BINDING ARBITRATION CANNOT SUBSEQUENTLY BE WITHDRAWN. IN ADDITION, ANY ATTEMPT TO OPT OUT OF BINDING ARBITRATION IN THE RESPONSE TO THIS ADR NOTICE SHALL BE INEFFECTIVE IF YOU PREVIOUSLY HAVE CONSENTED IN WRITING (EITHER PREPETITION OR POSTPETITION) TO BINDING ARBITRATION AS A MEANS TO RESOLVE YOUR CLAIM.**

Details about the arbitration process, including the sharing of fees, are set forth in Section II.C of the ADR Procedures.

YOU MUST RESPOND TO THE FOLLOWING SETTLEMENT OFFER:

**Settlement Offer:** The Debtors offer you an allowed general unsecured, nonpriority claim in the amount of **\$200,000.00** against **Motors Liquidation Company** in full satisfaction of your Designated Claim, to be satisfied in accordance with any plan or plans of reorganization confirmed and implemented in the Debtors' chapter 11 cases.

The only permitted response (the "**Claimant's Response**") to the Settlement Offer are (a) acceptance of the Settlement Offer or (b) rejection of the Settlement Offer coupled with a counteroffer (a "**Counteroffer**"). Accordingly, please select your Claimant's Response below:

*Please indicate below if you accept or reject the Debtors' Settlement Offer by marking the appropriate box. If you reject the Settlement Offer, please make your counteroffer where indicated.*

I/we agree to and accept the terms of the Settlement Offer.

**or**

I/we reject the Settlement Offer. However, I/we will accept, and propose as a Counteroffer, the following allowed claim in full satisfaction of the Designated Claim, to be satisfied in accordance with any plan or plans of reorganization confirmed and implemented in the Debtors' chapter 11 cases:

Debtor: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Priority: unsecured nonpriority claim (presumed) or  other:\* \_\_\_\_\_

*\*Note - If you choose a different priority, you must attach an explanation and any relevant documentation.*

Section II.A.3 of the ADR Procedures sets forth the restrictions on Counteroffers. Your Counteroffer may not (a) improve the priority sets forth in your most recent timely-filed proof of claim or amended proof of claim, or (b) exceed the lesser of the Claim Amount Cap (as defined in the ADR Order) or the amount set forth in your most recent timely-filed proof of claim(s) or amended proof of claim. You may not amend your proof of claim solely for the purpose of proposing a Counteroffer of a higher amount or a better priority.

*Please indicate below whether you consent to binding arbitration for your Designated Claim by marking the appropriate box.*

I/ WE CONSENT TO BINDING ARBITRATION.

**or**



I/WE DO NOT CONSENT TO BINDING ARBITRATION.

[Signature of the Designated Claimant's Authorized Representative]

By: \_\_\_\_\_  
Printed Name

**Exhibit “5”**



RECEIVED  
JUL 29 2010

BARRY SPENCER JR  
PO BOX 1218  
SHIRLEY, MA 01464

July 24, 2010

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re Chapter 11 Case No.  
MOTOR LIQUIDATION COMPANY, et al., 09-50026  
f/k/a General Motors Corp.

Debtors,

CREDITOR'S COUNTEROFFER & OBJECTIONS  
FOR ALTERNATIVE DISPUTE RESOLUTION NOTICE

The Creditor/Secured Party (UCC - 1 Filed in State of Massachusetts - Secured Transaction Registry Number - 200972913140; International Registered Private Tracking Number - RE 011-42-963 US) has reviewed the DEBTOR'S ADR NOTICE, Objections have been made to ensure correction of the Claim Floor Settlement "CFS" and Debtor's obligation to pay for Mediation, if necessary, based upon Creditor's acceptance of Cap Amount. see Creditor's Capping Proposal Letter (May 17, 2010); MLC Capping Letter w/objections (May 24, 2010) and response Letter by Creditor (June 1, 2010), also Motion For Sanctions Being Held By Creditor.

CAUSES OF ACTION

In addition to the objections, Creditor now provides the Billing Assessment, below the UCC 1 Contracts found in the UCC Corporate Offices of Massachusetts's Secretary of the State (all rights reserved, if the Debtor vitiates the process) the Bill is as follows:

PRIVATE EMOTIONAL & BODILY INJURY

- + Fractured several ribs, sternum, pelvis, back disks, shoulder, legs, hands
- + Aches, pains intense & reoccurring - continuing injury.

+ Hernia tears - compounding injury  
 + Morphine addiction leading to compounding injury - relationship problems, incarceration, ect.,  
 + Emotional withdrawal  
 + Family problems

---

\$5,000,000

LOSS WAGES

+ ARAMARK CATERING 30K per yr \$ 210,000  
 + Kara's Painting 25K per yr \$ 175,000  
 + (start Up Business) Nafse Bistro \$ 280,000  
 unknown potential 40K per yr  
 all are multiplied by 7 yrs \$ 665,000

MEDICAL BILLS

+ Hospital several days, XRays, ambulance, radiology, surgical clinic, medications, ect.  
 + Present issue  
 + Future issue possible surgery Hernia & Disk  
 Your Boston Lawyers Subpoena All records ECKERT SEAMAN

---

\$ 60,000

BREACH OF MERCANTILE WARRANTY

+ Product liability  
 + Defective product  
 + Expressed warranty  
 + Implied warranty  
 + Warranty ab initio  
 + Fitness for particular purpose

- at all times relevent, the vehicle was defective and GM was aware of a defect in vehicles with simular problems however, there was no commercial remedv; nor was it something major to be found although it caused major problems. see Affidavit of Tamika Scott.(there are other witnesses) also Recall investigations (GM & NHTSA) are admissible Carey v General Motors Corp, 377 Mass 736, 744 (1979); Santos v Chyrsler Corp, 715 N.E.2d 47 (1999)

---

\$1,500,000

UNFAIR & DECEITFUL BUSINESS PRACTICE

- + Vitiation of process by ESIS - GM Claim Unit
- + Vitiation of the State case (Discovery, Stay, ect.)
- + Undermining this Claim by WEIL, GOTSHAL & MANGES and ECKERT SEAMAN
- + Vitiation of the CFS by MLC and WEIL, GOTSHAL & MANGES

---

\$ 500,000

CONSORTIUM

- + Family (Mother, Brother, (4) Sisters  
Children, Neices, Nephew  
Companionship, Affection, Friendship, Cooperation,  
Aid, Financial Support
- + Wife - Mother of Children (3)  
Companionship, Affection, Friendship, Cooperation,  
Aid, Financial Support and sexual relation
- + Wife - Mother of Child (1)  
Companionship, Affection, Friendship, Cooperation,  
Aid, Financial Support and Sexual relation

---

\$ 575,000

LEGAL FEES OF SECURED PARTY FOR TRADENAME

- + 2,000 Hrs For & yrs at \$250.00 per hr  
see POWER OF ATTORNEY

---

\$ 500,000

FUTURE DAMAGES

- + impared earning capicity
- + Unknown \$ 200,000
- + One Cadillac

---

Counter Offer GRAND TOTAL \$ 9,000,000.00

The Creditor will resolve this matter based upon the above submitted Billing Assessment of Nine Million Dollars in US Currency.

The creditor reserves All Rights, i.e. to amend, add additional information, move the Debtor for All discovery, including but not limited to those documents subpoena by MLC's Boston, MA lawyers ECKERT SEAMAN or All Discovery asked of them, in order to fulfill any request of the DEBTOR MLC, concerning the Surviving Spencer Claim.

#### ESTABLISHMENT OF THE ISSUE FOR ARBITRATION/MEDIATION

If this issue is not resolved in the EXCHANGE PROCESS, the DEBTOR MLC will state in writing the presumed mediated issue for clearance, also correct the CFS to \$500,000 as per the written objections, based upon the MLC determined ADR Proceeding accepted claims (assessed at \$500,000 and above). It is presumed, the issue for mediation is as follow:

1. The extent of injuries and damages suffered by the Secured Party of the BARRY SPENCER JR CLAIM, or
2. The extent of responsibility of MLC based upon the defective part, or

Until this is determined, and the CFS is properly established, it is impossible to determine if the Creditor should submit to binding arbitration, thus, non - binding will stand.

#### PRIORITY OF CLAIM

Secured Party moved to lien against the DEBTOR's assets in Massachusetts Suffolk Superior Court in the sum of \$112,500,000, excessively less the Proof of Claim amount, the court refused to act only for the sake of the Bankruptcy Lien upon the case, via Stay to accommodate the Debtor, and assess <sup>all</sup> ~~and~~ <sup>8439</sup> Creditor Claims, so a highest priority is warranted.

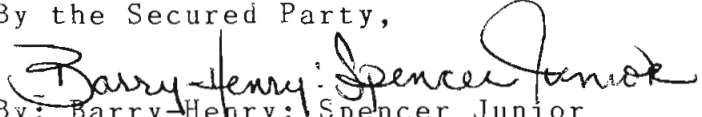
Secondly, Your Attorney inadvertantly suggested that MLC can access all Claims Debt then move in another forum New Jeresy, and move to dissolve or ask the Court to lessen

the debt, thus, second reason for priority.

Here, this case has been active for several years and if MLC is not willing to resolve the matter in the EXCHANGE PROCESS, coming from a DEBT in Proof of Claim at \$794,500,000.00 after being saved from a \$112,500,000 lien by a Stay and cannot agree to a number in the Nine Million ratio, then a jury needs to determine a number between \$794,000,000 and \$9,000,000 for years of vitiation of the process.

Priority is warranted, and it will protect a Secured Party from Bad Faith action to prolong this issue, for several more years, thus, having a Secured Party to assert his commercial remedies in fair debt collection.

For the Debtor BARRY SPENCER JR  
By the Secured Party,

  
By: Barry-Henry: Spencer Junior  
Aurt. Rep., Secured Party

By: BARRY H. SPENCER JR  
Claimant of MLC Spencer Claim

cc WEIL, GOTSHAL & MANGES

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
:   
In re : Chapter 11 Case No.  
:   
MOTORS LIQUIDATION COMPANY, *et al.*, : 09-50026 (REG)  
: f/k/a General Motors Corp., *et al.* :   
:   
Debtors. : (Jointly Administered)  
:   
-----X

ALTERNATIVE DISPUTE RESOLUTION NOTICE

Service Date: 7/19/2010

Matter Name: BARRY SPENCER

Notice Address:

BARRY HENRY SPENCER JR.  
PO BOX 1218  
SHIRLEY, MA 01464

| <u>Designated Claim Number</u> | <u>Amount Stated in Proof of Claim</u> | <u>Claim Amount Cap</u> |
|--------------------------------|--|-------------------------|
| 64658                          | \$794,500,000.00                       | \$9,000,000.00          |
| 64659                          | \$794,500,000.00                       | \$0.00                  |

**Deadline to Respond: 8/9/2010**

By this notice (the “**ADR Notice**”), Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (collectively, the “**Debtors**”) designate the above-identified claim (the “**Designated Claim**”) in the Debtors’ chapter 11 cases and submit the Designated Claim to alternative dispute resolution, pursuant to



the procedures (the “**ADR Procedures**”) established by the Order Pursuant to 11 U.S.C. § 105(a) and General Order M-390 Authorizing Implementation of Alternative Dispute Resolution Procedures, Including Mandatory Mediation (the “**ADR Order**”), entered by the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) on February 23, 2010. A copy of the ADR Procedures is posted on the Debtors’ website at [www.motorsliquidation.com](http://www.motorsliquidation.com) under the Claims Information tab. You may also contact the Debtors at 1-800-414-9607 or by e-mail at [claims@motorsliquidation.com](mailto:claims@motorsliquidation.com) with questions about this matter.

The Debtors have reviewed your Designated Claim and, pursuant to the ADR Procedures, offer the amounts set forth below for allowance of your Designated Claim as [a] prepetition general unsecured nonpriority claim in full satisfaction of the Designated Claim (the “**Settlement Offer**”).

*You are required to return this ADR Notice with a Claimant’s Response (as defined below) to the Settlement Offer by no later than the **Deadline to Respond** indicated above to:*

Motors Liquidation Company  
2101 Cedar Springs Road, Suite 1100  
Dallas, TX 75201  
Attn: ADR Claims Team  
[claims@motorsliquidation.com](mailto:claims@motorsliquidation.com)

In addition, to the extent your most recent proofs) of claim not: (a) state the correct amount of your Designated Claim; (b) expressly identify each and every cause of action and legal theory on which you base your Designated Claim; (c) include current, correct, and complete contact information of your counsel or other representative; or (d) provide all documents on which you rely in support of your Designated Claim, you hereby are requested to provide all such information and documentation with your Claimant’s Response.

If you do not return this ADR Notice with the requested information and a Claimant’s Response to the Settlement Offer to Debtors so that it is received by the Deadline to Respond, your Designated Claims will be subject to mandatory mediation as set forth in Section II.B of the ADR Procedures.

**IN ADDITION, YOU ARE REQUIRED TO INDICATE EXPRESSLY WHETHER YOU CONSENT TO BINDING ARBITRATION IF YOUR DESIGNATED CLAIM CANNOT BE SETTLED. PLEASE MARK THE BOX BELOW INDICATING WHETHER YOU (i) CONSENT TO BINDING ARBITRATION OR (ii) DO NOT CONSENT TO (AND SEEK TO OPT OUT OF) BINDING ARBITRATION. PLEASE NOTE THAT YOUR CONSENT TO BINDING ARBITRATION CANNOT SUBSEQUENTLY BE WITHDRAWN. IN ADDITION, ANY ATTEMPT TO OPT OUT OF BINDING ARBITRATION IN THE RESPONSE TO THIS ADR NOTICE SHALL BE INEFFECTIVE IF YOU PREVIOUSLY HAVE CONSENTED IN WRITING (EITHER PREPETITION OR POSTPETITION) TO BINDING ARBITRATION AS A MEANS TO RESOLVE YOUR CLAIM.**

Details about the arbitration process, including the sharing of fees, are set forth in Section II.C of the ADR Procedures.

YOU MUST RESPOND TO THE FOLLOWING SETTLEMENT OFFER:

**Settlement Offer:** The Debtors offer you an allowed general unsecured, nonpriority claim in the amount of **\$200,000.00** against **Motors Liquidation Company** in full satisfaction of your Designated Claim, to be satisfied in accordance with any plan or plans of reorganization confirmed and implemented in the Debtors' chapter 11 cases.

The only permitted response (the "**Claimant's Response**") to the Settlement Offer are (a) acceptance of the Settlement Offer or (b) rejection of the Settlement Offer coupled with a counteroffer (a "**Counteroffer**"). Accordingly, please select your Claimant's Response below:

*Please indicate below if you accept or reject the Debtors' Settlement Offer by marking the appropriate box. If you reject the Settlement Offer, please make your counteroffer where indicated.*

I/we agree to and accept the terms of the Settlement Offer.

or

I/we reject the Settlement Offer. However, I/we will accept, and propose as a Counteroffer, the following allowed claim in full satisfaction of the Designated Claim, to be satisfied in accordance with any plan or plans of reorganization confirmed and implemented in the Debtors' chapter 11 cases:

Debtor: MLC

Amount: \$ 9,000,000

Priority: unsecured nonpriority claim (presumed) or  other: \* see Counter offer

*\*Note - If you choose a different priority, you must attach an explanation and any relevant documentation.*

Section II.A.3 of the ADR Procedures sets forth the restrictions on Counteroffers. Your Counteroffer may not (a) improve the priority sets forth in your most recent timely-filed proof of claim or amended proof of claim, or (b) exceed the lesser of the Claim Amount Cap (as defined in the ADR Order) or the amount set forth in your most recent timely-filed proof of claim(s) or amended proof of claim. You may not amend your proof of claim solely for the purpose of proposing a Counteroffer of a higher amount or a better priority.

*Please indicate below whether you consent to binding arbitration for your Designated Claim by marking the appropriate box.*

I/ WE CONSENT TO BINDING ARBITRATION.

or

see Counter offer

I/WE DO NOT CONSENT TO BINDING ARBITRATION.

*Barry Henry Spencer Junior*

[Signature of the Designated Claimant's Authorized Representative] UCC 1-207 Secured Party  
UCC Filed in Massachusetts

By: BARRY H. SPENCER JR  
Printed Name CLAIMANT

EXHIBITS

POWER OF ATTORNEY

**ACKNOWLEDGMENT**

**Grant of Exclusive Power of Attorney to conduct all  
tax, business, and legal affairs of principal person**

**POWER OF ATTORNEY**

BARRY HENRY SPENCER, JR, DEBTOR, GRANTOR, Principal PERSON, c/o P. O. BOX 191128, BOSTON, MA 02119, does hereby appoint Barry-Henry: Spencer, Junior, Sovereign, Creditor, Secured Party c/o: Post Office Box 191128, c/o temporary mailing location: the General Post Office, at Roxbury, county of Suffolk, on Massachusetts, near [02119] as my attorney in fact, to take exclusive charge of manage, and conduct all of my tax, business, legal affairs, settle debts, make purchases, etc., for such purposes, to act for me in my name and place, without limitation on the powers necessary to carry out these exclusive powers of attorney in fact, as authorized:

- (A) To take possession of, hold, and manage my private land and all other property in any manner as he see fit ; and will be compensated for all expenses incurred plus \$250.00 or more for each hour to a maximum of 20 hours per calendar day spent accomplishing my business; the above expenses include but are not limited to travel, meals, rooms, and hiring professionals such as CPA's, managers, legal and tax advisors, or other workers as he deems necessary;
- (B) To receive and accept money, negotiable instruments or property paid or delivered to me from any source;
- (C) To deposit funds in, make withdrawals from, or sign checks or drafts against any account standing in my name individually or jointly in any bank or other depositor; to cash coupons, bonds, or certificates of deposit; to endorse checks, notes, negotiable instruments or documents in my name; to have access to, and place items in or remove them from, any safe deposit box standing in my name individually; and otherwise to conduct bank transactions or business for me in my name;
- (D) To issue checks and/or create notes or other negotiable instruments or documents in my name in order to pay my debts and expenses, including reasonable expenses incurred by my attorney in fact, Barry-Henry: Spencer, Junior, Sovereign, Creditor, Secured Party, c/o Post Office Box 191128, Boston, Massachusetts [02119] in exercising this exclusive power of attorney;
- (E) To use and sign my name in the issuance, endorsement, creation or acceptance of any document, contract, agreement or negotiable instrument in any manner as he sees fit;
- (F) To invest in, divest from or retain any investments in any stocks, bonds, securities, notes, invoices, receivables, land, businesses or other property;
- (G) To buy, sell, exchange, lease, give options, and make contracts concerning real estate, land or other property for such considerations and on such terms as my attorney in fact, Barry-Henry: Spencer, Junior, Sovereign, Creditor, Secured Party c/o Post Office Box 191128, Boston, Massachusetts [02119] may consider prudent;

Acknowledgement: Power of Attorney  
Private and Non-negotiable between parties

DEBTOR: BARRY HENRY SPENCER, JR Secured Parties: Barry-Henry: Spencer, Junior

NON-NEGOTIABLE NON-TRANSFERABLE PRIVATE TITLE OF ORIGIN

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL – NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT'S  
POWER OF ATTORNEY

- (H) To improve or develop my private land (real estate), to construct, alter, or repair building structures and appurtenances on my private land; to settle boundary lines, easements, and other rights with respect to my private land (real estate); to plant, cultivate, harvest and sell or otherwise dispose of plants, crops and timber, and do all things necessary or appropriate to good husbandry as he sees fit;
- (I) To provide for the buying, selling, leasing, renting, loaning, use, maintenance, repair, security and storage of all of my property in any manner as he sees fit, and to declare all of my property as being "private property for private use", and to protect my private property from any and all trespassers in any manner as he sees fit;
- (J) To use and sign my name in starting, maintaining or completing any legal action in protecting or recovering my private property as my attorney in fact, Barry-Henry: Spencer, sovereign, Creditor, Secured Party, c/o Post Office Box 191128, Boston, Massachusetts [02119] may consider prudent, and to hire and fire any lawyer/attorney as my attorney in fact Barry-Henry: Spencer, Junior, Sovereign, Creditor, Secured Party, c/o Post Office Box 191128, Boston, Massachusetts [02119], may consider prudent in protecting or recovering my private property;
- (K) To give general and special proxies or exercise rights of conversion or rights with respect to shares or securities, to deposit shares or securities with or transfer them to protective committees, or similar bodies, to join in any reorganization and pay assessments or subscriptions called for in connection with shares or securities.
- (L) To use and sign my name in any manner as he sees fit in order to buy, sell, convert, maintain, protect or recover any of my private property;
- (M) To provide for the use, maintenance, repair, security, or storage of my tangible property;
- (N) To purchase and maintain such policies of insurance against liability, fire, casualty, or other risks as my attorney in fact, Barry-Henry: Spencer, Junior, Sovereign, Creditor, Secured Party, c/o Post Office Box 191128, Boston, Massachusetts [02119] may consider prudent.

The herein named Creditor, Barry-Henry: Spencer, Junior, sovereign, Creditor, Secured Party, c/o Post Office Box 191128, Boston, Massachusetts [02119] named on the Uniform Commercial Code Financing Statement, i.e., UCC-1, filed with the MASSACHUSETTS SECRETARY OF STATE and Commercial Security Agreement, who is authorized by law to act for and in control of the Debtor, BARRY HENRY SPENCER, JR, and any and all derivative thereof. In addition, through this exclusive power of attorney, Barry-Henry: Spencer, Junior, Sovereign, Creditor, Secured Party, has the power to contract for all business and legal affairs of the Principal Person BARRY HENRY SPENCER, JR, any and all derivative thereof, Debtor.

NON-NEGOTIABLE NON-TRANSFERABLE PRIVATE TITLE OF ORIGIN

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL - NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENTS

POWER OF ATTORNEY

3) The term "exclusive" shall be construed to mean that while these powers of attorney in fact are in force, only my attorney in fact may obligate me in these matters, and I forfeit the capacity to obligate myself with regard to same. This grant of exclusive power of attorney is effective nunc pro tunc to August 13, A.D. 2009, and irrevocable during the lifetime of Creditor, Barry-Henry: Spencer, Junior, Sovereign, Creditor, Secured Party, c/o Post Office Box 191128, Boston, Massachusetts [02119].

Executed and sealed by the voluntary act of my own hand, this 13<sup>th</sup> day of August, 2009.

Offered By DEBTOR:

BARRY HENRY SPENCER JUNIOR  
BARRY HENRY SPENCER, JUNIOR, Grantor

I, me addressee: Barry-Henry: Spencer, Junior, sovereign the above named exclusive attorney-in fact, do accept the fiduciary interest of the herein named DEBTOR, GRANTOR, PRINCIPAL PERSON and will execute the herein granted power- of-attorney with due diligence.

Accepted By: Barry-Henry: Spencer Junior  
By: Barry-Henry: Spencer, Junior, Grantee  
Sovereign, Secured Party, Attorney in Fact  
R thumb print



Witness: By: \_\_\_\_\_

Witness: By: \_\_\_\_\_

Acknowledgement: Power of Attorney  
Private and Non-negotiable between parties

DEBTOR: BARRY HENRY SPENCER, JR Secured Parties: Barry-Henry: Spencer, Junior

VERIFICATION

**Perjury Jurat:** Pursuant to Title 28, USC 1746(1) and executed "without the United States". "I" Barry-Henry: Spencer, Junior Sur Juris, affirm under penalty of perjury under the laws of the united States of America Republic, that the foregoing is true and correct to the best of my belief and informed knowledge and further deponent saint not. '1' affix my autograph, signature, and seal, at the end of this communication to all of the above and below affirmations with **EXPLICIT RESERVATION OF ALL OF MY UNALIENABLE RIGHTS, WITHOUT PREJUDICE** to any of those rights.

Secured party's signature in accord with Uniform Commercial Code, § 3-402.

**Dated:** On this 13<sup>th</sup> Day of August, Two Thousand Nine A.D.:

With Honor and Without Prejudice,  
BY: Barry Henry: Spencer Junior  
Autograph: /s/ Barry-Henry: Spencer, Junior  
Sui Juris, Secured Party, Creditor, Beneficiary

R thumb print  
SEAL



NOTICE

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

Jurat ss § County of Suffolk  
§  
§ State of Massachusetts

On this 13 day of August, 2009, before me, the undersigned Notary Public, personally appeared Barry-Henry: Spencer, Junior, proved to me through satisfactory evidence of identification, which were MA Doc Idmat. ID to be the living man whose name is subscribed upon these instrument and signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief, also acknowledged to me that he executed the same in his authorized capacity; and by his signature on this instrument, Barry-Henry: Spencer, Junior has acted on behalf of the person who executed this instrument.

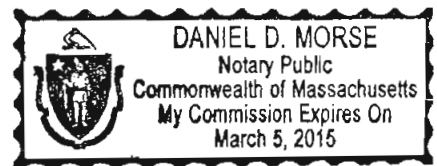
Witnessed, my hand and official seal.

SEAL

Daniel D. Morse  
Notary Public

Date: August 13, 2009

Commission Expires:



Acknowledgement: Power of Attorney  
Private and Non-negotiable between parties

DEBTOR: BARRY HENRY SPENCER, JR. Secured Parties: Barry-Henry: Spencer, Junior



UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X

In re

Chapter 11 Case No.

MOTOR LIQUIDATION COMPANY, et al 09-50026  
f/k/a General Motors Corp.,

Debtors.

-----X

CAPPING PROPOSAL LETTER

Harvey R. Miller  
Stephen Karotkin  
Joseph H. Smolinsky  
WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153

ADR Claims Team  
Motor Liquidation Company  
2101 Ceder Springs Road ste 1100  
Dallas, Tx 75201

Dear Mr. Smolinsky,

Predicated upon our last conversation, and your suggestion, via Your Client's intent to lessen the initial Capping proposal to \$9,000,000.00 instead of \$10,000,000.00, I agree, as I am the Claimant, and hereby submit my claim to the capping procedures established in Order pursuant to 11 U.S.C. sec. 105(a) and General Order M-390 Authorizing implementation of alternative dispute procedures, including mandatory mediation (the ADR Procedures), being one, with a verified **Proof of Claim** in this matter based upon a matter arising out of Massachusetts (Docket No. 05-2304, however, in the Good faith under the spirit of give and take, I propose a minimum of \$1,000,000.00, since it was taken off the high end, (this proposed minimum in no way effects the Cap; herein expressed.

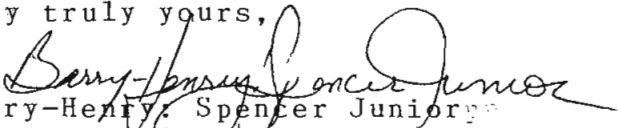
Accordingly, I hereby propose to cap my claim at \$9,000,000.00, per your client's request, from the original \$10,000,000.00 unliquidated amount claim amount (the **Claim Amount**) with a proposed minimum of \$1,000,000.00 that is not contingent, or based upon acceptance of the **Capping Claim Amount**.

GM CAPPING PROPOSAL LETTER

I understand and agree pursuant to this ORDER, in congruity with Your Claims Subject to the ADR Procedures this is **not an Excluded Claim** (i) with modified 362 Stay, (ii) claim of \$500,000 or less, (iii) asbestos-related claim, (iv) claim subject to separate order of Bankruptcy Court; Upon receiving this Capping Proposal Letter (along with the Notice of Personal Representative) if accepted by Debtors, they will initiate the ADR Procedures; and will indicate in the ADR Notice that the Claim Amount Cap has been accepted, thus, binding the Claimant to the Claim Amount Cap, with said approval of the Claim Amount Cap, the Debtors will pay for all of the Mediator's fee and costs associated with any subsequent mediation; Rule 408 of the Federal Rules of Evidence shall apply to the ADR Procedures, except as permitted by Rule 408, no person may rely on or introduce as evidence in connection with any arbitral, judicial, or other proceeding, any offers, counteroffers, or any other aspects of the ADR Procedures; and Bankruptcy Rule 9006(a) will apply to all time periods calculated in the ADR Procedures.

I further understand and agree that the Claims Amount Cap includes All damages and relief to which I believe I am entitled, including all interest, taxes, attorney fees, other fees, and cost.

Very truly yours,

By:   
Barry-Henry Spencer Junior  
P.O. Box 1218  
Shirley, MA 01464

Dated: May 17, 2010

cc Sylvester-Richard: Spencer

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

\_\_\_\_\_X  
In re Chapter 11 Case No.  
MOTORS LIQUIDATION COMPANY, et al 09-50026 (REG)  
f/k/a General Motors Corp.,  
Debtors (Jointly Administered)  
\_\_\_\_\_X

NOTICE OF PERSONAL REPRESENTATIVE

Now comes Barry-Henry: Spencer Junior and hereby gives All parties notice that Sylvester-Richard: Spencer, his brother, will act in his interest in this matter, thus, having the power to negotiate in the ADR Procedures, litigate this matter, gather evidence in the name of his brother, or others issues that may be addressed within the due course of litigation, only for Barry's interest.

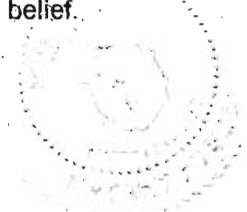
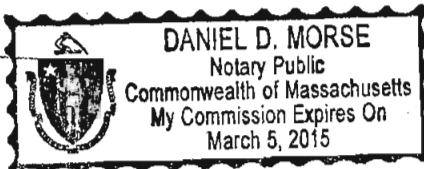
All agreements are subjected to Barry-Henry: Spencer Junior's final approval, via signature, however, on minor issues Sylvester-Richard: Spencer's signature is same as Barry's and will have the same power when used only for Barry's interest.

By: Barry-Henry: Spencer Junior  
Barry-Henry: Spencer Junior

Commonwealth of Massachusetts }  
County of Middlesex } ss.

On this the 17 day of May, 2010 before me Daniel Morse, the undersigned Notary Public, Personally appeared Barry Spencer, and proved to me through satisfactory evidence of identity, which was MA DOC Inmate ID to be the person whose name was signed in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Daniel Morse  
Notary Public





May 24, 2010

**BY FIRST CLASS MAIL**

Barry Henry Spencer Jr.  
P.O. Box 1218  
Shirley, MA 01464

**Re: In re Motors Liquidation Company et. al. ("MLC" or the "Debtors")  
Case No. 09-50026 (REG) -ADR Procedures –  
Proof of Claim Nos. 64658 and 64659 (Barry H. Spencer)**

Dear Mr. Spencer,

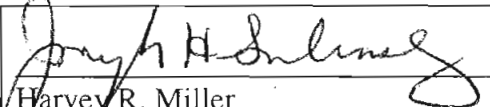
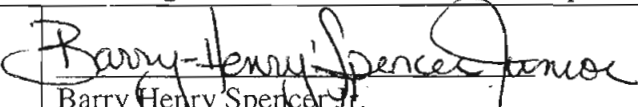
On or around November 30, 2009 you caused the filing of two Proofs of Claims against Motors Liquidation Company ("**MLC**"), for the same dollar amount, and on account of the same obligation (*see* Proofs of Claims Nos. 64658 and 64659, a copy of which is annexed herein). \* Please Note - Proofs of Claims were not annexed

As we have discussed, both MLC and you agree that MLC should promptly designate your claim to the alternative resolution procedures established in the Order Pursuant to 11 U.S.C. § 105(a) and General Order M-390 Authorizing Implementation of Alternative Dispute Procedures, Including Mandatory Mediation (the "**ADR Procedures**") [Docket No. 5037] entered by the United States Bankruptcy Court for the Southern District of New York on February 23, 2010, subject to the following agreements that shall be effective upon the countersignatures of you and your brother Sylvester, as outlined below:

- A. Proof of Claim No. 64659 (the "**Duplicate Claim**") is expunged from the Debtors' claim register as it is a duplicate of Proof of Claim No. 64658 and that the Debtors' claim agent shall be authorized to remove the Duplicate Claim from the Debtors' claim register. Proof of Claim No. 64658 (the "**Surviving Spencer Claim**") shall be subject to the other agreements herein. \* Agreed
- B. The Surviving Spencer claim is capped for all purposes to a general unsecured, nonpriority claim of no more than **\$9,000,000 (nine million dollars)** (the "**Claim Amount Cap**"). \* Agreed.
- C. MLC shall transmit to you at the above address, with a copy to your brother Sylvester at the address set forth in the Surviving Spencer Claim, an ADR Notice (as such term is defined in the ADR Procedures) within five (5) business days of receiving a fully countersigned letter. The ADR Notice shall contain an initial settlement offer to

resolve the Surviving Spencer Claim of a general unsecured, nonpriority claim against MLC equal to or greater than **\$200,000 (two hundred thousand dollars)** (the **"Claim Settlement Floor."** \* **I OBJECT, pursuant to Your MLC ADR Motion, and ORDER, ALL ADR Claims are \$500,000.00 or above**

- D. In the event the Surviving Spencer Claim is not settled under the ADR Procedures, and a trial court values the Surviving Spencer Claim less than the Claim Settlement Floor or disallows the Surviving Spencer Claim in its entirety, MLC agrees to offer to settle the Surviving Spencer Claim for a general unsecured, nonpriority claim in the amount of **\$200,000 (two hundred thousand dollars)** in exchange for your agreement not to appeal such trial court's determination. Should you or any authorized signatory nevertheless file an appeal to such trial court's determination of the Surviving Spencer Claim (which you shall expressly have a right to do), it is hereby understood that the Debtors shall be relieved of any further obligation to offer any settlement to resolve the Surviving Spencer Claim. **I OBJECT, SEE ABOVE and pg 5, of ADR Motion, Excluded claims not subject to ADR**
- E. By signing this letter, you understand and agree that the Claim Amount Cap includes all damages and relief to which you believe you are entitled to, including all interest, taxes, attorney's fees, other fees, and costs. \* **If I dismiss other US case will MLC - Take liability for other parties**
- F. By signing this letter, you understand that the Claim Amount Cap and any settlement offers in connection with the resolution of the Surviving Spencer Claim shall be for **an allowed general unsecured, nonpriority claim against MLC in full satisfaction of the Surviving Spencer Claim, to be satisfied in accordance with any chapter 11 plan or plans confirmed in the Debtors' chapter 11 cases.**
- G. You further agree that in accordance with the ADR Procedures, your brother Sylvester shall be fully authorized to speak on your behalf and any agreement reached with your brother shall be binding on you in all respects. \* **With My final, review and signature on release,**
- H. In the event this letter is not fully countersigned and returned to Joseph Smolinsky at the undersigned address by June 15, 2010, this offer shall expire and this letter and its contents shall not be admissible in any court under Rule 408 of the Federal Rules of Evidence. \***However, All objects if not addressed are binding and if they are addressed and no agreement is made ADR process**

|  |   |
|--|---|
| <br>Harvey R. Miller<br>Stephen Karotkin<br>Joseph H. Smolinsky   | <br>Barry Henry Spencer Jr.<br>P.O. Box 1218<br>Shirley, MA 01464 |
| WEIL, GOTSHAL & MANGES LLP<br>767 Fifth Avenue<br>New York, New York 10153<br>Telephone: (212) 310-8000<br>Facsimile: (212) 310-8007<br><i>Attorneys for Debtors and Debtors in Possession</i> | CONSENTED AND AGREED TO<br><br>_____<br>Sylvester Richard Spencer   |

SEE SPENCER JUNE 1, 2010, letter sister to this

Barry-Henry: Spencer Junior  
care of: P.O. Box 1218 W89745  
Shirley, MA 01464

June 1, 2010

WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Attorneys for Debtors

RE: Capping Offer with Claim Settlement Floor  
May 25, 2010 Missive

Dear Mr Smolinsky,

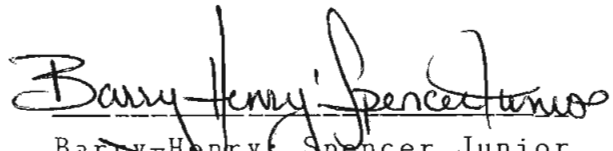
I received your letter, and it seems as though my message and correspondence was not reviewed by your Office, I had taken the liberty to Object to a few issues, First I came from a number in the Proof of Claim, to a Cap of ten million w/ a Claim Settlement Floor of \$500,000.00 Based upon Your Motion, and Your Determinated Excluded Claims, on pg 5 of Your Motion, but, in Bad Faith before the negotiations, you want to undermine and circumvent Your Own words in Ink on Public Record, so I fixed the intent of this Party and Your intent by Your Motion.

My Brother spoken of some other US case, so my question is are you speaking of the duplicate Proof of Claim, please send both, because you neglected to send them, but its not important unless there is a drastict difference in the claims, however I agreed.

Next, I chosen My Brother to Represent Me in this process to make it easier from You, but, if from what I see in the Claim Settlement Floor Bad Faith; off the rip, You can tell Your Client You need to Fly to Boston, and spend a few Days with Me, or, We can All respect the settlement process . . . My brother knows My number, and when You two come within range I wouldn't care if it consist of Cash and Bonds, he'll let me know and he'll tell you to draw up the paper, for my final review and signature. If you have a problem - then Boston's a good state. . . and I would expect if you want to draw out the process the mediation will be

in Boston, so as to not inconvenience my Brother.

Now if at any time these ADR procedures come to settlement, the agreed amount is due to Barry-Henry: Spencer Junior, in exchange for release, accord and satisfaction, and if I have to wait, All interest is due at 18% daily, also if in bad faith MLC attempts to compile All settlement Debt to again, move for voluntary bankruptcy, the Capping Amount of \$9,000,000.00 is the first Debtor and immediately due as a general secured claim, priority claim against MLC and WEIL, GOTSHAL & MANGES and each partner of the the firm, under Caveat Law, with no defense.

  
Barry-Henry Spencer Junior  
P.O. Box 1218  
Shirley, MA 01464

-----  
Harvey R. Miller  
Stephen Karotkin  
Joseph H. Smolinsky

WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153

-----  
CONSENTED AND AGREED TO

-----  
Sylvester-Richard Spencer

Further, Attorneys for the Debtor will provide All Documents of intended use for the ADR process, not limited to All reports of the vehicle in question prior to 2003, and after; All interdepartmental discovery concerning recall; NHTSA (National Highway Traffic Safety Association) correspondence, Expert testimony reduced to written form, and the Mediation Rules and All evidence able to be used by Both Parties, not excluding and documents, not mentioned. Also whether NationsBanc Auto Leasing, Inc., is another MLC company and their records concerning the vehicle - ONLY IF THE PROCESS GOES TO MEDIATION.

2084

584 0 026-56-3472 SPENCER BARRY H

| HOURS UNITS | RATE  | EARNINGS    |         |              | TAXES AND DEDUCTIONS |         |         |             |         |         |
|-------------|-------|-------------|---------|--------------|----------------------|---------|---------|-------------|---------|---------|
|             |       | DESCRIPTION | CURRENT | YEAR TO DATE | DESCRIPTION          | CURRENT | TO DATE | DESCRIPTION | CURRENT | TO DATE |
| 2760        | 13250 | REGULAR     | 36570   | 72464        | FED TAX              | 3274    | 6447    | OASDI       | 2268    | 42      |
|             |       |             |         |              | FICA HI              | 531     | 1051    | MA ST TX    | 1790    | 35      |
|             |       |             |         |              | UN DUES              | 1000    | 1750    |             |         |         |

RECEIVE PAY THE CONVENIENT WAY! ENROLL IN DEPOSIT DIRECT OR THE NEW PAYCARD.

ACCOUNT NO. 4. RETAIN THIS STATEMENT. IT IS A RECORD OF YOUR EARNINGS AND TAX DEDUCTIONS

**ARAMARK EMPLOYEE'S PAY STATEMENT**

NON-NEGOTIABLE DETACH BEFORE DEPOSITING CHECK

PERIOD ENDING DATE CHECK NO.

07/11/03 07/11/03 4 006335815

COMPONENT NO. SOCIAL SECURITY NO. EMPLOYEE NAME YTD GROSS CURRENT GROSS NET PAY

8584 0 026-56-3472 SPENCER BARRY H 143353 10203 86

| HOURS UNITS | RATE  | EARNINGS    |         |              | TAXES AND DEDUCTIONS |         |         |             |         |         |
|-------------|-------|-------------|---------|--------------|----------------------|---------|---------|-------------|---------|---------|
|             |       | DESCRIPTION | CURRENT | YEAR TO DATE | DESCRIPTION          | CURRENT | TO DATE | DESCRIPTION | CURRENT | TO DATE |
| 770         | 13251 | REGULAR     | 10203   | 143353       | FED TAX              |         | 9267    | OASDI       | 633     | 38      |
|             |       |             |         |              | FICA HI              | 148     | 2079    | MA ST TX    | 499     | 70      |
|             |       |             |         |              | UN DUES              | 250     | 3250    |             |         |         |

RECEIVE PAY THE CONVENIENT WAY! ENROLL IN DEPOSIT DIRECT OR THE NEW PAYCARD

ACCOUNT NO. 4. RETAIN THIS STATEMENT. IT IS A RECORD OF YOUR EARNINGS AND TAX DEDUCTIONS

**ARAMARK EMPLOYEE'S PAY STATEMENT**

NON-NEGOTIABLE DETACH BEFORE DEPOSITING CHECK

PERIOD ENDING DATE CHECK NO.

08/15/03 08/21/03 4 006507018

COMPONENT NO. SOCIAL SECURITY NO. EMPLOYEE NAME YTD GROSS CURRENT GROSS NET PAY

8584 0 026-56-3472 SPENCER BARRY H 254202 45050 3372

| HOURS UNITS | RATE  | EARNINGS    |         |              | TAXES AND DEDUCTIONS |         |         |             |         |         |
|-------------|-------|-------------|---------|--------------|----------------------|---------|---------|-------------|---------|---------|
|             |       | DESCRIPTION | CURRENT | YEAR TO DATE | DESCRIPTION          | CURRENT | TO DATE | DESCRIPTION | CURRENT | TO DATE |
| 3400        | 13250 | REGULAR     | 45050   | 250413       | FED TAX              | 4421    | 19870   | OASDI       | 2794    | 1576    |
|             |       | OTIME 1     |         | 1789         | FICA HI              | 653     | 3686    | MA ST TX    | 2205    | 1244    |
|             |       | 2NDSHIFT    |         | 2000         | UN DUES              | 1250    | 5750    |             |         |         |

RECEIVE PAY THE CONVENIENT WAY! ENROLL IN DEPOSIT DIRECT OR THE NEW PAYCARD.

ACCOUNT NO. 4. RETAIN THIS STATEMENT. IT IS A RECORD OF YOUR EARNINGS AND TAX DEDUCTIONS



384

| 8584 0      |       | 026-56-3472                    |         | SPENCER BARRY H |             | EARNINGS |         | TAXES AND DEDUCTIONS |         |
|-------------|-------|--------------------------------|---------|-----------------|-------------|----------|---------|----------------------|---------|
| HOURS UNITS | RATE  | DESCRIPTION                    | CURRENT | YEAR TO DATE    | DESCRIPTION | CURRENT  | TO DATE | DESCRIPTION          | CURRENT |
| 3400        | 13250 | REGULAR<br>OTIME 1<br>2NDSHIFT | 45050   | 295463          | FED TAX     | 4721     | 24591   | OASDI<br>MA ST TX    | 2917    |
|             |       |                                | 2000    | 1789            | FICA HI     | 682      | 4368    |                      | 2303    |
|             |       |                                |         | 4000            | UN DUES     | 1000     | 6750    |                      |         |

RECEIVE PAY THE CONVENIENT WAY! ENROLL IN DEPOSIT DIRECT OR THE NEW PAYCARD.

ACCOUNT NO. 4. RETAIN THIS STATEMENT. IT IS A RECORD OF YOUR EARNINGS AND TAX DEDUCTIONS.

**ARAMARK EMPLOYEE'S PAY STATEMENT** NON-NEGOTIABLE DETACH BEFORE DEPOSITING CHECK

PERIOD ENDING: 07/04/03 DATE: 07/10/03 CHECK NO.: 4 006311457

EMPLOYEE NO.: 1584 0 SOCIAL SECURITY NO.: 026-56-3472 EMPLOYEE NAME: SPENCER BARRY H

YTD GROSS: 133150 CURRENT GROSS: 22923 NET PAY: 18300

| 1584 0      |       | 026-56-3472 |         | SPENCER BARRY H |             | EARNINGS |         | TAXES AND DEDUCTIONS |         |
|-------------|-------|-------------|---------|-----------------|-------------|----------|---------|----------------------|---------|
| HOURS UNITS | RATE  | DESCRIPTION | CURRENT | YEAR TO DATE    | DESCRIPTION | CURRENT  | TO DATE | DESCRIPTION          | CURRENT |
| 1730        | 13250 | REGULAR     | 22923   | 133150          | FED TAX     | 1187     | 9267    | OASDI                | 1421    |
|             |       |             |         |                 | FICA HI     | 333      | 1931    | MA ST TX             | 1122    |
|             |       |             |         |                 | UN DUES     | 500      | 3000    |                      | 651     |

RECEIVE PAY THE CONVENIENT WAY! ENROLL IN DEPOSIT DIRECT OR THE NEW PAYCARD.

ACCOUNT NO. 4. RETAIN THIS STATEMENT. IT IS A RECORD OF YOUR EARNINGS AND TAX DEDUCTIONS.

**ARAMARK EMPLOYEE'S PAY STATEMENT** NON-NEGOTIABLE DETACH BEFORE DEPOSITING CHECK

PERIOD ENDING: 08/01/03 DATE: 08/07/03 CHECK NO.: 4 006437824

EMPLOYEE NO.: 1584 0 SOCIAL SECURITY NO.: 026-56-3472 EMPLOYEE NAME: SPENCER BARRY H

YTD GROSS: 152363 CURRENT GROSS: 9010 NET PAY: 7630

| 1584 0      |       | 026-56-3472 |         | SPENCER BARRY H |             | EARNINGS |         | TAXES AND DEDUCTIONS |         |
|-------------|-------|-------------|---------|-----------------|-------------|----------|---------|----------------------|---------|
| HOURS UNITS | RATE  | DESCRIPTION | CURRENT | YEAR TO DATE    | DESCRIPTION | CURRENT  | TO DATE | DESCRIPTION          | CURRENT |
| 690         | 13250 | REGULAR     | 9010    | 152363          | FED TAX     | 130      | 9267    | OASDI                | 559     |
|             |       |             |         |                 | FICA HI     | 250      | 2209    | MA ST TX             | 441     |
|             |       |             |         |                 | UN DUES     |          | 3500    |                      | 7457    |

RECEIVE PAY THE CONVENIENT WAY! ENROLL IN DEPOSIT DIRECT OR THE NEW PAYCARD.

ACCOUNT NO. 4. RETAIN THIS STATEMENT. IT IS A RECORD OF YOUR EARNINGS AND TAX DEDUCTIONS.

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK,ss

SUPERIOR CIVIL COURT

DOCKET No.SUCV2005-02304 ←D

BARRY H. SPENCER, JR.,  
TAMIKA N. SCOTT

-VS-

GENERAL MOTORS

2006 JAN 12 P 2 10  
OFFICE OF THE CLERK  
SUFFOLK COUNTY

AFFIDAVIT OF TAMIKA NICOLE SCOTT

I, Tamika Nicole Scott, hereby depose and state the following under oath & under the pains and penalties of perjury:

1. I, Tamika Nicole Scott, am the plaintiff in this case;
2. I was accompanied by the other plaintiff, Barry H. Spencer Jr., to Expressway Motors on January 19 & 20, 2003, to purchase a 1997 Cadillac Eldorado Coupe, Green, Vin# 1G6EL12Y8U604873.
3. Soon after purchasing the vehicle was I began to experience problems with the used vehicle. The vehicle began stalling and shutting off while driving public ways and roads.
4. I called the salesman, Fernando Owens, who sold me the vehicle to express my concerns regarding the technical problems I was experiencing. I informed him the issues were hindering the safety of the vehicle, placing me, my unborn child, and my passengers at risk. They began to occur two-three weeks after the purchase date of January 20, 2003. Mr. Owens asked that I bring the vehicle in for a maintenance check.
5. After dropping off the vehicle I returned later to Expressway Motors to pick it up and find out what the problem was. Mr. Owens informed me the vehicle had been inspected by the mechanics and nothing was found. He told me and my friend, Delicia Williamson, that if was trying to make an attempt to return the vehicle all sales were final. I informed Mr. Owens I was not trying to return the vehicle. I told him I just wanted whatever was happening to be fixed because it was a safety issue.
6. In early February 2003 myself, and the other plaintiff, Barry H. Spencer Jr., were traveling down Dorchester Avenue. As I attempted to take a left turn and an intersection onto Talbolt Avenue, the vehicle completely shut down without warnings, we were coasting without any systems the steering locked up, the brakes, none of the lights worked. I frantically tried to get the car started by turning the ignition key out of fear of getting hit by the other moving vehicles in the flow of traffic.

7. On February 10<sup>th</sup>, 2003, Myself and plaintiff, Barry H. Spencer, were traveling from my home on Vesta Road to his home on Parkview Street. While driving on a main highway, Blue Hill Avenue, the vehicle again shut off completely, as explained in par.6, this time we were in afternoon traffic one of the busiest streets in Dorchester, Massachusetts.
8. I was reluctant to call the dealership after the system shutdown in early February for fear of being accused of trying to return the vehicle again. I did not want any problems and felt as though the dealership was accusing me of wrongdoing. But, after the near death experience on the 10<sup>th</sup>; I mustered up the courage to call and spoke with the sales person, Fernando Owens, again regarding my safety, and defective issues going on with the vehicle. He told me to bring the vehicle in and it would be taken to a Cadillac Dealership for servicing.
9. The Dealer, Expressway Motors, held the vehicle then took it to EZ AUTO SERVICE Center, later we found out the vehicle was never checked or serviced for the problems complained of regarding stalling, shutting off and or systems failure.
10. I was told again, by Fernando Owens, the vehicle was fine and I should not have any recurring problems with the vehicle.
11. The plaintiff, Barry H. Spencer, Jr., was utilizing the vehicle on July 11, 2003. On this date I received a phone call from a Medical Specialist in the Intensive Care Unit at Boston Medical Hospital. The call was to inform me that Mr. Spencer had been seriously injured in a car accident.
12. I was just relieved to find out the plaintiff, Barry H. Spencer was alive. He told me the following several days later when he was conscious and could speak. He was traveling on American Legion Highway, and a car came out from the Franklin Park Zoo parking lot in front of him; he immediately went over to the left lane from the right lane to avoid an accident, where within seconds, he was hit from behind. He was hit from behind in the far left lane, went to the right lane, then went off the road, veered into a tree, and all the he while anxiously tried to regain control of the vehicle but it would respond, same as herein mentioned. He remembered trying to steer the car to remain on the road but it was useless; he was trapped inside a luxury coffin; before losing consciousness, he remember only seeing grass then a tree; after all he felt was the rear end of the vehicle raising. He stayed in the Hospital for 3 to 4 days with fractures to the sternum, ribs, pelvis, hands and knees, lacerated liver, extreme headaches with lost periods of time, notwithstanding having problems sitting and standing for long periods of time and other aches and pains consistent of an accident with major front end damage.
13. Around December 2003 I received a recall letter from the General Motors Dealer, in which the car was originally sold, explaining the engine fuel rail needed to be replaced, on my vehicle; the notice stated the make, model, vehicle identification number & the nature of the problem.

14. Upon doing some research and investigation I found there were numerous complaints like mine regarding the fuel rail and car system shutdown. These safety violations have caused me substantial emotional scarring, property loss, and loss of wages for support of me and my child from the other defendant Mr. Spencer, since the defendant, General Motors, placed into the stream of commerce, a dangerous product by reason of defects.

I hereby depose and state that all the facts herein are true to the best of my Knowledge, signed under the pains and penalties of perjury.



Tamika Nicole Scott



U.S. Department  
of Transportation  
**National Highway  
Traffic Safety  
Administration**

## ODI RESUME

Investigation: EA 04-003  
Prompted By: IE03-046 and PE03-050  
Date Opened: 02/03/2004  
Principal Investigator: Chris Lash  
Subject: Fuel Rail Leakage

Manufacturer: General Motors Corporation  
Products: 1995-1997 General Motors Aurora, Seville, Deville, Eldorado  
Population: 483,274

Problem Description: Fuel rail cracks and leaks gasoline into the engine compartment.

### FAILURE REPORT SUMMARY

|                     | ODI | Manufacturer | Total  |
|---------------------|-----|--------------|--------|
| Complaints:         | 123 | 127          | 250    |
| Crashes/Fires:      | 15  | 40           | 55     |
| Injury Incidents:   | 0   | 4            | 4      |
| # Injuries:         | 0   | 4            | 4      |
| Fatality Incidents: | 0   | 0            | 0      |
| # Fatalities:       | 0   | 0            | 0      |
| Other*:             | 0   | 26,433       | 26,433 |

\*Description Of Other: Fuel rail part sales from 9/00 to 10/03

Action: An Engineering Analysis has been opened.

Engineer: Christopher Lash  
Div Chief: Jeffrey L. Quandt  
Office Dir.: Kathleen C. DeMeter

Date: 02/03/2004  
Date: 02/03/2004  
Date: 02/03/2004

Summary: The fuel rail assemblies used in the subject vehicles were manufactured by Dana. The fuel rail jumper tubes were made of monolayer nylon 12 (PA12). In model year (MY) 1998, the jumper tube material was changed from PA12 to M-bond (a multi-layer PTFE/PA12). In addition, all service parts produced since the end of production 1997 use the M-bond jumper tubes.

Material analysis performed by Dana on failed fuel rails showed that the mono-layer Nylon 12 jumper tubes are susceptible to environmental stress cracking (ESC). GM believes the ESC is a result of heat, time, alcohol blended fuel, fuel pressure cycling, and designed in stress.

Eight of the GM complaints are duplicative of ODI complaints. ODI has received 77 of its 123 complaints in the past 12 months. Fuel rail part sales over the last three years range from 3.0 percent of production for the MY 1997 Cadillac vehicles to 13.1 percent for the MY 1995 Auroras.

At least one of the fire incidents occurred while the vehicle was parked within a garage attached to the consumer's home. The fire resulted in damage to the dwelling as well as the total loss of the vehicle. This investigation has been upgraded to an Engineering Analysis.

*JPL*



U.S. Department  
of Transportation  
**National Highway  
Traffic Safety  
Administration**

## ODI RESUME

Investigation: EA 04-003  
 Prompted By: PE03-050  
 Date Opened: 02/03/2004      Date Closed: 04/23/2004  
 Principal Investigator: Chris Lash  
 Subject: Fuel rail leaks

Manufacturer: General Motors Corp.  
 Products: 1995-1997 GM Aurora, Seville, Deville, Eldorado  
 Population: 483477

Problem Description: Fuel rail cracks and leaks gasoline into the engine compartment.

### FAILURE REPORT SUMMARY

|                     | ODI | Manufacturer | Total |
|---------------------|-----|--------------|-------|
| Complaints:         | 130 | 126          | 256   |
| Crashes/Fires:      | 16  | 40           | 56    |
| Injury Incidents:   | 0   | 4            | 4     |
| # Injuries:         | 0   | 4            | 4     |
| Fatality Incidents: | 0   | 0            | 0     |
| # Fatalities:       | 0   | 0            | 0     |
| Other*:             | 0   | 2472         | 2472  |

\*Description of Other: Warranty claims related to fuel rail replacement.

Action: This Engineering Analysis is closed. Recall 04V-110.

Engineer: Christopher Lash *CL*  
 Div. Chief: Jeffrey L. Quandt  
 Office Dir.: Kathleen C. DeMeter

Date: 04/23/2004  
 Date: 04/23/2004  
 Date: 04/23/2004

Summary: On March 3, 2004, General Motors notified ODI that it was recalling approximately 94,000 MY 1995-97 Oldsmobile Aurora vehicles equipped with 4.0L V8 engines (RPO L47 - VIN 8 "C") to address concerns with underhood fuel leakage from cracked fuel rails and, in some of the vehicles, cracked fuel return lines. According to GM, the nylon tubing (PA12) used in the fuel rail construction in these vehicles may degrade and crack. GM's supplier attributed the cracking to the combined effects of heat, time, alcohol fuel, fuel pressure cycling, and design stresses. In addition, GM stated that the MY 1995 Aurora uses a unique underhood fuel return line that may also crack at unusually high rates. GM dealers will install a new fuel rail constructed out of stainless steel in all of the recalled vehicles and will also install a revised chassis fuel return line in the my 1995 Auroras. On April 16, 2004, General Motors notified ODI that it was adding approximately 389,000 MY 1995-97 Cadillac Seville, Deville and Eldorado vehicles equipped with 4.6L V8 engines (RPO's LD8 and L37 - VIN 8 "Y" and "9") to recall 04V-110. The recalled Cadillacs will receive the new stainless steel fuel rails. This Engineering Analysis is closed.

*100*



Cadillac

RECALL INFORMATION PROCESSING CENTER  
P.O. BOX 909989  
MILWAUKEE, WI 53209-9989

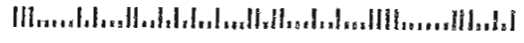
PRSRV STD  
U.S. POSTAGE  
**PAID**  
JANESVILLE, WI  
PERMIT NO. 111

# Recall Notice



*Recall Service  
Must Be Performed On  
A Vehicle Owned By:*

1G6EL12Y8VU604873  
TAMIKA SCOTT  
21 VESTA RD. APT. 1  
DORCHESTER CENTER MA 02124-1641



## Important

MAIL THIS FORM ONLY if any of the items below apply to this vehicle. This will help us in contacting the present owner/lessee and ensure that you do not continue to receive notifications for this vehicle.

CHECK (X) APPROPRIATE BOX.

My new address OR Vehicle sold/traded to:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone ( ) \_\_\_\_\_

- I have never owned/leased this vehicle.
- Vehicle was damaged beyond repair and scrapped.
- Vehicle was stolen and not recovered.
- Other: \_\_\_\_\_



( ) 04014

1G6EL12Y8VU604873



By providing the information above you are authorizing an update to our records for this vehicle.

074161-3215

Remove  
this portion  
before  
mailing



*Chrysler*

RECALL INFORMATION PROCESSING CENTER  
P.O. BOX 908988  
MILWAUKEE, WI 53208

PRSRV STD  
U.S. POSTAGE  
**PAID**  
JANESVILLE, WI  
PERMIT NO. 1195



**RECALL NOTICE!**

**Recall Notice**

Recall Service  
Must Be Performed On  
A Vehicle Owned By:

1G6EL12Y8VU8D4873  
TAMIKAN, SCOTT  
21 VESTAR, APT. 1  
DORCHESTER CENTER MA 02124-1641

|||||.....

Important

MAIL THIS FORM ONLY if any of the items below apply to this vehicle. This will help us in contacting the present owner/lessee and ensure that you do not continue to receive notifications for this vehicle.

CHECK (X) APPROPRIATE BOX.

My new address OR Vehicle sold/traded to:



Name \_\_\_\_\_

( ) 04014

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone ( ) \_\_\_\_\_

I have never owned/leased this vehicle.

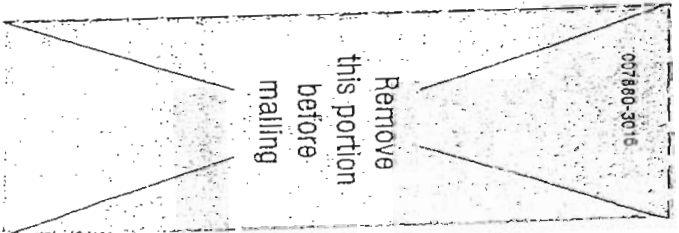
Vehicle was damaged beyond repair and scrapped.

Vehicle was stolen and not recovered.

Other: \_\_\_\_\_

1G6EL12Y8VU8D4873  
|||||.....

By providing the information above you are authorizing an update to our records for this vehicle.



50



2nd Notice




ACCORDING TO OUR RECORDS AS OF AUGUST 1, 2005,  
THE FOLLOWING OPEN RECALL(S) HAVE NOT BEEN  
COMPLETED ON YOUR CADILLAC,  
1G6EL12Y8VU804873,  
04014 ENGINE FUEL RAIL - REPLACE \*

Recall Service performed at no charge to owner.

Dealer:  
HERB CHAMBERS CADILLAC, INC.  
101 CADILLAC AVENUE  
PROVIDENCE RI 02907  
(401) 467-6600

1G6EL12Y8VU604873  
TAMIKA N. SCOTT  
21 VESTA RD. APT. 1  
DORCHESTER CENTER MA 02124-1641

00000119112  RMS

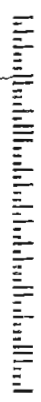
007860-3018



**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO. 21630 MILWAUKEE, WI

POSTAGE WILL BE PAID BY THE ADDRESSEE  
**RECALL PROCESSING CENTER**  
P.O. BOX 909989  
MILWAUKEE, WI 53209-9987

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



090119112

21

8x  
Barry-Henry: Spencer Jr  
P.O. Box 1218  
Shirley, MA 01464

July 10, 2010

Harvey Miller  
Stephen Karotkin  
Joseph Smolinsky  
WEIL, GOTSHAL & MANGES  
767 Fifth Avenue  
New York, New York 10151



RE: Motion for Objection and Sanctions  
In re Motors liquidation Company  
Chapter 11 No. 09-50026

Dear Debtor Attorneys,

It seems as if bad business is occurring and I do not want to travel that route with you, or your client, so inclosed find the above Motion for your consideration, and response, or, lets exchange offers.

It seems your client or you are not willing to move forward to resolve this matter, so its time to produce All automatic discovery pertaining to this case and send your formal letter of your intent concerning the ADR Proceedings. Please keep your \$200,000 offers to self and if you want my attention put a two in front of the \$200,000 (\$2,200,000), and send a release.

By the way contact only me directly, if you want I'll call your office collect, hay what's a few \$5 calls when you want to put up six digits, if I want to contact you it will be via a third party or you can use your GM Boston lawyers.

/s/Barry-HenryN Spencer Jr

July 14, 2010

By First Class Mail

Harvey R. Miller  
Stephen Karotkin  
Joseph H. Smolinsky

WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, NY 10157

RE: In re Motor Liquidation Company et. al  
Case No. 09-50026 (REG) - ADR Procedures -  
Proof Of Claim Nos. 64658 and 64659 (Barry H Spencer)

Dear Mr Karotkin,

I received your Client Debtor MLC July 9, 2010,  
offer to contract under the ADR Procedures, my intent is  
to move forward, so I signed the contract, however, I  
believe it is in my best interest to handle this Public  
matter, by my private person. Any and All correspondance  
will be directed only to me for consideration, response,  
and final adjudication I give No Consent to anyone, or  
entity to bind Me or Myself.

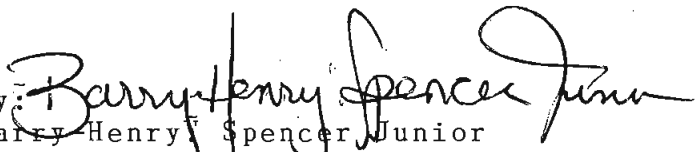
If the time comes when I am in need of a third party  
non-binding authorized representative, I will have them  
contact your office. An attorney cannot even bind a client  
without consent, can you bind your client to a settlement  
without their consent?

I believe if it is the intent of both parties to close  
this matter, it it will be done in the Exchange Process,  
unless as Mr Smolinsky told me when we first talked he would  
chase MLC's innocence of guilt or responsibility.

This is the second time I returned this Contract and I noticed that you have still held your position, but my objections have been noted. I hope this recalcitrant act is not what is instore for the ADR Proceedings.

I would expect to Receive the ADR Notice within (5) business days of the receipt of this letter and the signed contract - minus my Brother Sylvester Spencer's signature.

In the event I do not receive the ADR Notice within the time frame, it will be admissible in court as proof of vitiating of the ADR Procedures for the second time, thus, proof of negligence, motive and intent.

By:   
Barry Henry Spencer Junior  
P.O. Box 1218  
Shirley, MA 01464



Box 1010  
MA 01464  
Way,



MOTORS Liquidation Company  
ATTN: ADR Claims Team  
2101 Ceder Springs Road, suite 1100  
Dallas, Texas 75201

**Exhibit “6”**

Harvey R. Miller  
Stephen Karotkin  
Joseph H. Smolinsky  
WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

RECEIVED  
SEP 07 2010

Attorneys for Debtors and  
Debtors in Possession

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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|   |   |                        |
|---|---|------------------------|
| In re                                       | : | Chapter 11 Case No.    |
| MOTORS LIQUIDATION COMPANY, <i>et al.</i> , | : | 09-50026 (REG)         |
| <i>f/k/a General Motors Corp., et al.</i>   | : |                        |
| Debtors.                                    | : | (Jointly Administered) |

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**STIPULATION AND SETTLEMENT RESOLVING CLAIM NO. [ 64658 & 64659 ]**

This Stipulation and Settlement (the “**Stipulation and Settlement**”) is entered into as of 9/1/2010 (the “**Effective Date**”) by and among Motors Liquidation Company (“**MLC**”) and its affiliated debtors, as debtors and debtors in possession (collectively, the “**Debtors**”), on the one hand, and Barry Spencer (the “**Claimant**”, and together with the Debtors, the “**Parties**”), on the other hand.

**RECITALS:**

WHEREAS, on June 1, 2009 (the “**Commencement Date**”), certain of the Debtors (the “**Initial Debtors**”) commenced voluntary cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) before the United States Bankruptcy Court for the Southern District of New York (the “**Court**”), Case No. 09-50026 (REG);

WHEREAS, on September 16, 2009, the Court entered the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Rule 3003(c)(3) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) Establishing the Deadline for Filing Proofs of Claim (Including Claims Under Bankruptcy Code Section 503(b)(9)) and Procedures Relating Thereto and Approving the Form and Manner of Notice Thereof (the “**Bar Date Order**”) establishing November 30, 2009 at 5:00 p.m. (Eastern Time) as the deadline to file proofs of claim against the Initial Debtors based on prepetition claims;

WHEREAS on October 6, 2009, the Court entered that certain Order pursuant to Section 105(a) of the Bankruptcy Code and Bankruptcy Rules 3007 and 9019(b) Authorizing the Debtors to (i) File Omnibus Claims Objections and (ii) Establish Procedures for Settling Certain Claims (the "Settlement Procedures Order");

WHEREAS pursuant to the Settlement Procedures Order, the Debtors are authorized, with certain exceptions, to settle any and all claims asserted against the Debtors without prior approval of the Court or other party in interest whenever (i) the aggregate amount to be allowed for an individual claim (the "Settlement Amount") is less than or equal to \$1 million or (ii) the Settlement Amount is within 10 percent of the noncontingent, liquidated amount listed on the Debtors' schedules of assets and liabilities so long as the difference in amount does not exceed \$1 million (any settlement amount within (i) or (ii) being a "*De Minimis Settlement Amount*");

WHEREAS pursuant to Settlement Procedures Order, if the Settlement Amount is not a *De Minimis Settlement Amount* but is less than or equal to \$50 million, the Debtors must submit the proposed settlement to the official committee of unsecured creditors appointed in these chapter 11 cases (the "Creditors' Committee"). Within five business days of receiving the proposed settlement, the Creditors' Committee may object or request an extension of time within to object. If there is a timely objection made by the Creditors' Committee, the Debtors may either (a) renegotiate the settlement and submit a revised notification to the Creditors' Committee or (b) file a motion with the Court seeking approval of the existing settlement under Bankruptcy Rule 9019 on no less than ten days' notice. If there is no timely objection made by the Creditors' Committee or if the Debtors receive written approval from the Creditors' Committee of the proposed settlement prior to the objection deadline (either of such events hereafter defined as "Committee Consent"), then the Debtors may proceed with the settlement;

WHEREAS, Claimants filed the following proofs of claim (the "Claims");

| <u>Date of Filing</u> | <u>Claim Number</u> | <u>Filed Amount</u> | <u>Claim Amount Cap</u> |
|-----------------------|---------------------|---------------------|-------------------------|
| 11/30/2009            | 64658               | \$794,500,000.00    | \$9,000,000.00          |
| 11/30/2009            | 64659               | \$794,500,000.00    | \$0.00                  |

WHEREAS after good-faith, arms'-length negotiations, the Parties have reached an agreement (the "Settlement") to resolve the Claims;

WHEREAS the Debtors have provided notice of the Settlement to the Creditors' Committee in accordance with the Settlement Procedures Order and the Creditors' Committee has not timely objected or has provided written approval of the Settlement prior to the objection deadline.

NOW, THEREFORE, in consideration of the foregoing, it is hereby stipulated and agreed that:

1. The Claims shall be treated as allowed general unsecured claims against **Motors Liquidation Company** in the amounts set forth below (the "Allowed Claims"), which Allowed Claims shall not be subject to any defense, counterclaim, right of setoff, reduction,



avoidance, disallowance (including under Section 502(d) of the Bankruptcy Code) or subordination.

| <u>Claim Number</u> | <u>Allowed Amount</u> |
|---------------------|-----------------------|
| 64658               | \$200,000.00          |
| 64659               | \$0.00                |

2. The Claimant shall receive distributions on account of the Allowed Claims in the form set forth in and pursuant to the terms of a confirmed chapter 11 plan or plans in these chapter 11 cases (the "Plan").

3. Upon receipt of such distributions on account of the Allowed Claims as set forth in the Plan, the Claims shall be deemed satisfied in full.

4. With respect to the Claims, other than the right to receive distributions on account of the Allowed Claims under the Plan, the Claimant and its affiliates, successors and assigns, and its past, present and future members, officers, directors, partners, principals, agents, insurers, servants, employees, representatives, administrators, executors, trustees and attorneys (collectively, the "Claimant Parties"), shall have no further right to payment from the Debtors, their affiliates, their estates or their respective successors or assigns (collectively, the "Debtor Parties"). With respect to the Claims, except as set forth in this Stipulation and Settlement, the Claimant Parties hereby irrevocably waive any and all claims (as defined in section 101(5) of the Bankruptcy Code) against any of the Debtor Parties, and are hereby barred from asserting any and all claims whatsoever, whether known or unknown, presently existing, whether or not asserted, and whether found in fact or law or in equity, in existence as of the execution of this Stipulation and Settlement by the Parties.

5. The Debtors' claims agent shall be authorized and empowered to adjust the claims register to reduce and allow Proof of Claim Nos. 64658 & 64659 to reflect the Allowed Claims.

6. This Stipulation and Settlement contains the entire agreement between the Parties as to the subject matter hereof and supersedes all prior agreements and undertakings between the Parties relating thereto. This Stipulation and Settlement is subject in all respects to Creditor Committee Consent, and if such consent is not obtained by the Debtors, then the Debtors may determine in their sole discretion whether to proceed forward with seeking Court approval of the Stipulation and Settlement in accordance with the Settlement Procedures Order or abandon the Stipulation and Settlement.

7. This Stipulation and Settlement may not be modified other than by signed writing executed by the Parties hereto or by order of the Court.

8. Each person who executes this Stipulation and Settlement represents that he or she is duly authorized to do so on behalf of the respective Parties hereto and that each such party has full knowledge and has consented to this Stipulation and Settlement.

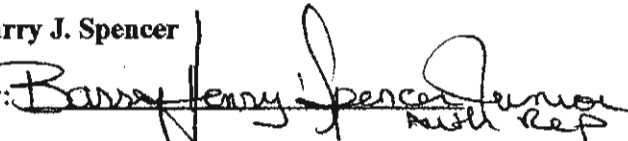
9. This Stipulation and Settlement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Stipulation and Settlement to present any copy, copies, or facsimiles signed by the Parties hereto to be charged.

10. This Stipulation and Settlement shall be exclusively governed by and construed and enforced in accordance with the laws of the state of New York, without regard to conflicts of law principles thereof. The Court shall retain exclusive jurisdiction over any and all disputes arising out of or otherwise relating to this Stipulation and Settlement.

**THE UNDERSIGNED WARRANT THAT THEY HAVE READ THE TERMS OF THIS STIPULATION AND SETTLEMENT, HAVE HAD THE ADVICE OF COUNSEL OR THE OPPORTUNITY TO OBTAIN SUCH ADVICE IN CONNECTION WITH READING, UNDERSTANDING AND EXECUTING THE AGREEMENT, AND HAVE FULL KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS STIPULATION AND SETTLEMENT.**

Barry J. Spencer

By:

 Barry J. Spencer  
with Rep

Print Name: BARRY H. SPENCOR

Title: CLAIMANT

Dated: Sept 1, 2010

**MOTORS LIQUIDATION COMPANY  
AND AFFILIATED DEBTORS**

By:

Carriane Basler

Print Name:

Carriane Basler

Title:

Life Resident

Dated:

9/8/10

Motors Liquidation Company  
Attn: ADR Claims Team  
2101 Cedar Springs Road  
Suite 1100  
Dallas, TX 75201  
[claims@motorsliquidation.com](mailto:claims@motorsliquidation.com)

