

FIRST CAUSE OF ACTION - TRESPASS

PARTIES

1. Aurora Bautista Quicho, (hereinafter "Aurora") is one of the people of California, and in this court of record complains of each of the following: State of California, Federal Credit Union, Land Rover South Bay, Mercedes Benz South Bay, Quaker City Bank, Mark S. Arnold, Amy-Hannah Broersma, Eileen C. Butko, Complainer Doe, FCU Doe, Land Doe, Mercedes Doe, Quaker Doe, Laura C. Ellison, Gregg Hayata, Omar Hazel, David Hizami, Lisa V. Houle, 1168 Johnson, Jodi Michelle Link, Grady Miles, Paulette Paccione, C. Rose, Sanjay Sahgal, John Torrelli, Thomas R. Sokolov, John Shepard Wiley Jr., and Cynthia Zuzga (each hereinafter "Kidnapper", and all collectively "Kidnappers"); who are each summoned to answer the said counterclaimant in a plea of trespass and trespass on the case, to wit:

INTRODUCTION

2. Each Kidnapper exceeded his jurisdiction by either directly, through an agent, or in concert with another did cause counterclaimant Aurora to be unlawfully and forcibly carried away and imprisoned¹ against her will, without jurisdiction or

¹ Imprison: To confine a person or restrain his liberty in any way. Black's Law Dictionary, 5th Edition
Imprisonment: ...it may be in a locality used only for the specific occasion; or it may take place without the actual application of any physical agencies of restraint (such as locks or bars), as by verbal compulsion and the display of available force. Black's Law Dictionary, 5th Edition

good cause. At the onset of the unlawful imprisonment counterclaimant Aurora was duly² engaged in good faith in a negotiation and purchase of a chose, and exercising her substantive right to contract with another at arms length. Said Kidnappers, without good cause, interrupted the negotiations, then imprisoned counterclaimant Aurora. During imprisonment the Kidnappers took further casual ill-considered actions to further imprison counterclaimant Aurora for up to three years without trial or due process.

3. From the moment she was taken away till the present, Aurora, under color of law, was kept in actual or constructive imprisonment. Although she objected to the assumed jurisdiction, those who kept her imprisoned under color of law did not respond to any of her demands and requests for proof of jurisdiction or for reinstatement of her liberty. They continued to assume the jurisdiction without proof of jurisdiction or any attempt at proof of jurisdiction. She was denied counsel of her choice. She was forced to accept counsel not of her choice against her wishes. Counterclaimant Aurora continues to be subject, under color of law, to the assumed jurisdiction, will and control of the Kidnappers.

4. Under color of law Aurora was twice subjected to pseudo-psychological evaluation. The first pseudo-psychological

² Duly: ...according to law in both form and substance. Black's Law Dictionary, 5th Edition

evaluation failed to satisfy her Kidnappers. The second pseudo-psychological-evaluation resulted in a star-chamber court-ordered incarceration of up to three years...without any trial, with the concurrence of the uninvited court-imposed counsel, and without opportunity for counterclaimant to object.

SPECIFICS

5. Each counterdefendant acted in such a way, or failed to act in such a way, that counterclaimant Aurora is deprived of her liberty. Each counterdefendant acted to deprive counterclaimant Aurora of her liberty; or each counterdefendant failed to act to prevent the loss by counterclaimant Aurora of her liberty. Further, each counterdefendant is a willing participant in concert with each of the remaining counterdefendants.

6. At all times mentioned in this action each counterdefendant is the agent of the other, and in doing the acts alleged in this action, each is acting within the course and scope of said agency. The following paragraphs describe what the Kidnappers, under color of law, either acted or failed to act as obligated.

7. Each counterdefendant exceeded his jurisdiction under color of law. Each counterdefendant acted in concert with the remaining counterdefendants to effect the unlawful loss of liberty of counterclaimant Aurora.

8. On or about June 29, 2004, Land Doe (an agent of Land Rover South Bay) offered to sell two automobiles to counterclaimant Aurora. Aurora agreed to buy the automobiles but informed Land Doe that she would not take actual possession of the automobiles until the paper transactions were completed. All paperwork and funding of the transaction would be completed *before* she would accept the automobiles from Land Doe or Land Rover South Bay. The reason for not taking possession of the property is that full payment would be in the form of a private check rather than a public bank check. (A private check requires special private banking procedures. No actual transfer of possession would or may take place until said procedures are completed. Failure to follow said procedures voids the transaction in its entirety.)

9. Land Doe and Aurora commenced to fill out the paperwork. Before completing all the paperwork and the contract negotiation, the Redondo Beach Police Department officers appeared. On information and belief, counterclaimant Aurora alleges that Land Doe, Land Rover South Bay, or someone acting with their knowledge and approval, summoned the Redondo Beach Police Department police officers.

10. "1168 JOHNSON" is identified as the "ARRESTING OFFICER" in Exhibit "C", the Redondo Beach Police Department Booking and Arrest Report. Under color of law "1168 JOHNSON" assumed the jurisdiction and unlawfully and forcibly carried counterclaimant Aurora away, and imprisoned against her will without thorough

investigation, without good cause, and for reasons that to this date are still unknown to her. One of the officers involved in the unlawful imprisonment commented that this did not seem like a real fraud situation to him.

11. Under color of law, "1168 JOHNSON" assumed the jurisdiction to impose various charges to subject counterclaimant Aurora to double jeopardy.

12. Complainer Doe is the person who signed Exhibit "D" "FELONY COMPLAINT". Under color of law, Complainer Doe assumed jurisdiction to continue the imprisonment of counterclaimant Aurora. Counterclaimant Aurora is informed and believes that Complainer Doe is either suing as a persona named "People of the State of California," or is suing in the name of another whose name is "People of the State of California."

13. Exhibit "D" contains various accusations against counterclaimant Aurora. Counterclaimant Aurora is informed and believes that each of the counterdefendants, (especially Land Rover South Bay, Land Doe, Federal Credit Union, FCU Doe, Mercedes Benz South Bay, Mercedes Doe, Quaker City Bank, and Quaker Doe) is acting in concert with Complainer Doe. In the alternative, each of the counterdefendants is an adverse unwilling co-counterclaimant who should have an interest as a result of being involuntarily included in Exhibit "D", under color of law, as a named victim. Said adverse unwilling co-

counterclaimants are Land Rover South Bay, Land Doe, Federal Credit Union, FCU Doe, Mercedes Benz South Bay, Mercedes Doe, Quaker City Bank, and Quaker Doe.

14. On Exhibit "D" Amy-Hannah Broersma provided the signature which authorized Complainer Doe to proceed. Amy-Hanna Broersma could have stopped Complainer Doe at that point, but apparently acted in concert with Complainer Doe to continue the imprisonment of counterclaimant Aurora.

15. On Exhibit "D" Grady Miles is named as the Redondo Beach PD "I/O", and apparently is acting in concert with Complainer Doe to continue the imprisonment of counterclaimant Aurora who is informed and believes that Grady Miles is acting for that purpose.

16. The California 1879 Constitution defines all California courts to be courts of record.³ On or about July 1, 2004, counterclaimant Aurora was involuntarily brought before a court not of record and also not a nisi prius court. Exhibit "E" contains a true and correct copy of the official record of the said court. Thomas R. Sokolov acted as a tribunal and magistrate. Paulette Paccione acted as a district attorney. Counterclaimant Aurora objected to the jurisdiction of the court and the appointment of John P. Torelli as her public defender.

³ California Constitution, Article 6 Judicial, Sec. 1. The judicial power of this State is vested in the Supreme Court, courts of appeal, superior courts, and municipal courts, all of which are courts of record.

Counterdefendants Sokolov, Paccione, and Torelli, without proof of jurisdiction, each ignored Aurora's objections, and proceeded under color of law to continue her imprisonment. At no time has counterclaimant Aurora ever entered a voluntary plea.

17. On or about July 16, 2004, counterclaimant Aurora was involuntarily brought before a court not of record and not a nisi prius court. Exhibit "E" contains a true and correct copy of the official record of the said court. Laura C. Ellison acted as a tribunal and magistrate. Jodi Michelle Link acted as a district attorney. Counterclaimant Aurora objected to the jurisdiction of the court and the appointment of Eileen C. Butko as her public defender. Counterdefendants Ellison, Link, and Butko, without proof of jurisdiction, each ignored Aurora's objections, and proceeded under color of law to continue her imprisonment, this time for the stated purpose to declare "a doubt as to the mental competence of the defendant." Eileen C. Butko did not defend counterclaimant Aurora. Instead, the record shows that Butko joined in with Ellison and Link to deprive Aurora of her liberty and to continue her imprisonment. The proceeding and subsequent imprisonment is reminiscent of the cooperation between the KGB and courts of Russia against anyone who fell into the government's disfavor: psychology was the tool used to confine Russian citizens for decades.

18. On or about August 6, 2004, counterclaimant Aurora was involuntarily brought before a court not of record also not a

nisi prius court. Exhibit "E" contains a true and correct copy of the official record of the said court. Mark S. Arnold acted as a tribunal and magistrate. Lisa V. Houle acted as a district attorney. Counterclaimant Aurora objected to the jurisdiction of the court and the appointment of Eileen C. Butko and agent Gregg Hayata as her public defender. Counterdefendants Arnold, Houle, and agent Hayata, without proof of jurisdiction, each ignored Aurora's objections, and proceeded under color of law to continue her imprisonment at the request of Butko's agent Hayata. Butko's agent Hayata did not defend counterclaimant Aurora. Instead, the record shows that Hayata joined in with Arnold and Houle to deprive Aurora of her liberty and to continue her imprisonment. Further, a habeas corpus from the court of Aurora was summarily dishonored by Arnold because "it is permature" (sic).

19. On or about August 9, 2004, counterclaimant Aurora was involuntarily brought before a court not of record also not a nisi prius court. Exhibit "E" contains a true and correct copy of the official record of the said court. Laura C. Ellison acted as a tribunal and magistrate. Lisa V. Houle acted as a district attorney. Counterclaimant Aurora objected to the jurisdiction of the court and the appointment of Eileen C. Butko as her public defender. Counterdefendants Ellison, Houle, and Butko, without proof of jurisdiction, each ignored Aurora's objections, and proceeded under color of law to continue her imprisonment. Further, Eileen C. Butko did not defend

counterclaimant Aurora. Further, a habeas corpus from the court of Aurora was summarily dishonored by Ellison.

20. On or about August 24, 2004, counterclaimant Aurora was involuntarily brought before a court not of record also not a nisi prius court. Exhibit "E" contains a true and correct copy of the official record of the said court. Laura C. Ellison acted as a tribunal and magistrate. Lisa V. Houle acted as a district attorney. Counterclaimant Aurora objected to the jurisdiction of the court and the appointment of Eileen C. Butko as her public defender. Counterdefendants Ellison, Houle, and Butko, without proof of jurisdiction, each ignored Aurora's objections, and proceeded under color of law to continue her imprisonment. Further, Eileen C. Butko did not defend counterclaimant Aurora.

21. On or about September 8, 2004, counterclaimant Aurora was involuntarily brought before a court not of record also not a nisi prius court. Exhibit "E" contains a true and correct copy of the official record of the said court. Laura C. Ellison acted as a tribunal and magistrate. Lisa V. Houle acted as a district attorney. Counterclaimant Aurora objected to the jurisdiction of the court and the appointment of Eileen C. Butko as her public defender. Counterdefendants Ellison, Houle, and Butko, without proof of jurisdiction, each ignored Aurora's objections, and proceeded under color of law to continue her imprisonment. Further, the record shows that Eileen C. Butko,

acting in concert with Houle, never defended counterclaimant Aurora, but did against her wishes "stipulate and declare a doubt as to the mental competence of the defendant."

22. On or about September 23, 2004, counterclaimant Aurora was involuntarily brought before a court not of record also not a nisi prius court for what appeared to be a mock "mental competence hearing" (i.e. a kangaroo court). Exhibit "F" contains a true and correct copy of the minute order of the said court. John Shepard Wiley Jr acted as a tribunal and magistrate. Cynthia Zuzga's through agent C. Rose acted as district attorney. Counterclaimant Aurora objected to the jurisdiction of the court and the appointment of Omar Hazel and David Hizami as her public defenders. Counterdefendants Wiley, Zuzga, Rose, Hazel, and Hizami, without proof of jurisdiction, each ignored Aurora's objections, and proceeded under color of law to continue her imprisonment. Sanjay Sahgal, acting in concert with the Kidnappers, provided documentation form with which to misrepresent the substance before the court not of record. Counterclaimant could plainly see the kangaroo court in action, and, as a lamb in the court of the wolves, saw no point in seriously matching wits with her prisoners. The Minute Order (Exhibit "F"), though not part of the record, confirms the lack of defense effort on the part of Hazel and Hizami. Counterclaimant Aurora is now ordered, by the court not of record, to serve up to 3 year's imprisonment (through September

8, 2007). The Russian psychological model for bypassing due process was successfully executed by the Kidnappers.

23. Because of the actions committed with actual and implied force or the lack of action of the counterdefendants, counterclaimant was immediately and directly injured and suffered loss of liberty, and imprisoned under color of law.

24. Counterdefendants have a duty to not cause counterclaimant Aurora to be imprisoned under color of law, to not cause loss of liberty. Further, counterdefendants have a duty to prove jurisdiction when objection to jurisdiction is asserted.

25. Counterdefendants have breached that duty.

26. The damages for the injury caused by counterdefendants' actions are \$50,000 for each day of unlawful imprisonment.

27. The damages for the injury caused by counterdefendants' absence of required action is \$5,000 for each failure to act.

SECOND CAUSE OF ACTION - TRESPASS ON THE CASE

28. Paragraphs 1 through 27 of FIRST CAUSE OF ACTION are included by reference as though fully stated herein.

29. By right, counterclaimant reasonably expects to proceed without injury, secure in her capacities. By right, counterclaimant reasonably expects to exercise her right to negotiate and to enter a contract.

30. Counterdefendants have a legal duty to use due care and not cause an injury to Plaintiff or interfere with said rights in any way.

31. Counterdefendants breached that duty by proximately or legally, directly and indirectly, causing the injuries to Plaintiff.

32. The damages claimed are all a result of the injuries.

THIRD CAUSE OF ACTION - TRESPASS ON THE CASE

VICARIOUS LIABILITY

33. Paragraphs 1 through 27 of FIRST CAUSE OF ACTION are included by reference as though fully stated herein.

34. Power is never without responsibility. And when authority derives in part from Government's thumb on the scales, the exercise of that power by private persons becomes closely akin, in some respects, to its exercise by Government itself.

35. The purpose of imposing vicarious liability is to insure the costs of injuries resulting from defective actions are placed on the source of the actions and others who make the actions possible rather than on injured persons who are powerless to protect themselves. For a counterdefendant to be vicariously liable it must play an integral and vital part in the overall production and promotion activity so that the actor is in a position to affect others or, at the very least, it must provide a link in the chain of exposing the ultimate victim to the actor. The vicariously liable counterdefendant must be in the business of controlling, leasing, bailing, or licensing the actors.

36. Each counterdefendant is an agent of the other, and each has his place in the chain of exposing counterplaintiff Aurora to the actors. Each counterdefendant is vicariously liable for each instance of injury to counterplaintiff.

LAW OF THE CASE

37. Exhibit "G" is incorporated by reference as though fully stated herein.

REQUEST FOR RELIEF

38. For that cause of action therefore Plaintiff brings her suit.

39. WHEREFORE, Counterclaimant requests relief and judgment against Counterdefendants as follows:

40. WHEREFORE, Plaintiff prays judgment against Defendants, and each of them, as follows:

On all causes of action:

41. For general damages in the sum of \$50,000 multiplied by the number of days in constructive and actual imprisonment;

42. For loss of earnings according to proof;

43. That the court enter a declaratory judgment that counterdefendants have acted arbitrarily and capriciously, have abused their discretion and have acted not in accordance with law, but under color of law;

44. That the court enter a declaratory judgment that counterdefendants have acted contrary to constitutional right, power or privilege.

45. That the court enter a declaratory judgment that counterdefendants' actions were in excess of statutory jurisdiction, authority and short of statutory right.

46. That the court permanently enjoin counterdefendants from interfering in any way with counterclaimant's lawful right to negotiate and enter into contracts;

47. That the court enter a declaratory judgment that the records of the court not of record are impeached for want of jurisdiction in the Court or judicial officers, for collusion between the parties, and/or for fraud in the parties offering the record, in respect to the proceedings;

48. That the court grant counterclaimant her attorneys fees;

49. That the court grant counterclaimant such other and further relief as the court deems proper;

50. For interest as allowed by law; and

51. For costs of suit incurred.

52. I declare under penalty of perjury that the foregoing facts are true and correct to the best of my knowledge.

November __, 2004, County of Los Angeles, California

Aurora Bautista Quicho