

August 8th, 2024

Testimony in the Form of an Affidavit

From: Katia Lucey, I am an Inheritor of, and Living, and Present Heir to the Trust Indenture, beneficiary, Trustor, and Secured-party to the Social Security Cestui Que Vie Trust KATIA LUCEY©.

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PO Box 46314
Las Vegas, Nevada
Postal Code [89114]

To: **Clerk of Court - the Trustee and their principals (notice to agent is notice to principal, notice to principal is notice to agent):**

Justice Court, Las Vegas Township
Regional Justice Center
200 Lewis Avenue
PO Box 552511
Las Vegas, NV 89155-2511

Priority mail, signature upon receipt requested #

With Completion of Service and designation of Witness To:

Armenta, Donna, ESQ
The Moore Law Group, A Professional Corporation
PO Box 25145
Santa Ana, CA 92799-5145

Priority mail, signature upon receipt requested #

Nevada Attorney General
Aaron-D: Family of Ford
555 E. Washington Avenue, Suite 3900
Las Vegas, NV 89101

Priority mail, signature upon receipt requested #

District Attorney
Steven B. Wolfson
200 Lewis Avenue
Las Vegas, NV 89101

Priority mail, signature upon receipt requested #

THERE IS NO JUSTICIABLE CONTROVERSY HERE REGARDING:

-Citibank represented by Amenta, Donna, ESQ and The Moore Law Group-
Case No: 24C015365
Department No: 01

I ask you, have I, Katia Lucey, been given 'full disclosure'? And who will guarantee I have full disclosure?

- Testimony In The Form of an Affidavit -

Please receive my compliments in response to the summons attached and returned to court, without, however, mistaking any aspect of this communication as an acceptance of contract, representation, commercial correspondence, any acceptance of legal representation, or action in rem. The Court may, of course, appoint their Attorney to represent their fictitious Defendant, but in no case shall any such Attorney represent me, nor shall any claim against any such fictitious Defendant/DEFENDANT attach to me, my Estate, my assets, my credit, or any beneficial derivative belonging to me.

Be it known: The "Testimony in the Form of an Affidavit" to your Offer establishes a Common Law-contract between us under the Postal Rule, which states:

"The **postal rule** (also know as the **mailbox rule** or "deposited acceptance rule") is a term of common-law contracts which determines the timing of acceptance of an offer when mail is contemplated as the medium of acceptance. The general principle is that a contract is formed when acceptance is actually communicated to the offeror. The mailbox rule is an exception to the general principle. The mailbox rule provides that the contract is formed when a properly prepaid and properly addressed letter of acceptance is posted. One rationale given for the rule is that the offeror nominates the post office as implied agent and thus receipt of the acceptance by the post office is regarded as that of the offeree. The main effect of the mailbox rule is that the risk of acceptance being delivered late or lost in the post is placed upon the offeror. If the offeror is reluctant to accept this risk, he can always require actual receipt before being legally bound"

Section A - Establishment of facts, status and standing:

1. I am the one that has the survivorship interest in the Katia Lucey Estate; and any beneficial derivatives of the Estate.
2. I reject any offer to have an attorney represent me and require no one to speak on my behalf.. I am an Attorney-in-fact for all purposes related to the administration of my estates
3. I am not a corporation of any kind and aren't representing or acting for any corporation of any kind;
4. **I object to the use of FEDERAL RESERVE NOTES or any other kind of promissory note "as" money and don't consider the receipt of these I.O.U.s to be any kind of payment or profit.**
5. All Usufructs using my name owe me safe passage and must hold me harmless; You created this franchise to benefit your corporation, you named it after me, without my knowledge or my consent, and you have usufructuary duty to hold me harmless from any charges or other inconveniences or harms that result from the existence of this corporation.. And if you have complaints or if you have any questions or if you have any needs, or you think that your franchise has a claim upon me and my assets, then go talk to the Treasury department, that have an exception account. That is supposed to be used to pay off anything that is brought against me as result of the existence of your corporation.
6. I am not a British Territorial U.S. Citizen;
7. I am not a Municipal citizen of the United States;
8. I don't voluntarily operate in Maritime Commerce or Admiralty jurisdiction, either one;
9. I am in fear for my life from commercial brigands;
10. I do not, however, recognize any actual war being present, as no competent Congress has declared war since 1812;
11. I am an American called a "Specially Designated National" in your system of things, and I am owed good faith service from all Federal citizens and franchises;
12. I have been misaddressed;
13. I am hereby issuing my express trust in writing to corporate officers or officers of the court.

As there is a money claim being asserted by you, representing a commercial bank, I will additionally remind you that:

1. "Money" does not include treasury notes". Foquet v. Headley, 3 Conn. 534, 536;
2."In legal acceptance, "money" means current metallic coins; therefore, an indictment for embezzling "money" is not sustainable by proof of embezzling greenbacks or national currency notes." Block v. State, 41 Tex. 620, 622.
3."The term "money" does not include bank notes. They pass as cash, and constitute a part of the circulating medium, and for many purposes are to be considered as money; but, in the strict sense of the term, they are not included therein." Dowdle v. Corpening, 32 N.C. 58,60."
4. "Money," as used in the Crimes Act, section 13, providing that any person stealing any money, the property of another, shall be guilty of larceny, cannot be construed to include bank bills, for strictly bank bills are not money, though for many purposes they are treated as such." Johnson v. State, 11 Ohio St. 324,325.
5. "The term "money," in the statute defining robbery as taking from the person of another any money or personal property of any value whatsoever, with force and violence, and with intent to steal or rob, does not include bank notes." Turner v. State, 1 Ohio St. 422,426.
6."Federal Reserve Notes are not dollars." U.S. Treasury, General Counsel, Munk.
7. "Both notes and checks are acknowledgments of indebtedness and promise of payment." Hegeman v. Moon, 131 N.Y. 462, 30 N.E. 487. Smith v. Treuhart et al, 223 N.Y.S. 481;
8. It follows that the Katia Lucey Estate ever received as "payment" for any goods or services from Federal Corporations or their Employees are promises to pay, otherwise known as I.O.U's or Promissory Notes, in this case, FEDERAL RESERVE NOTES;
9. It also follows that as the Inheritor of the assets and credit owed to Katia Lucey, I do NOT allow any private bill collectors to sue for the involuntary extension of more credit to Municipal Corporation franchises appearing to be named after the foreign Estate;
10. It stands as public knowledge that the so-called Federal National Debt owed is now in excess of \$35 Trillion Dollars;
11. Add to this that Federal U.S. Citizens and citizens of the United States have no ability to redeem fiat notes for United States Silver Dollars and are prohibited from doing so by Title **31 USC Section 408** which prohibits the redemption of any currency (that is, "Money of Account") into gold, and **Title 31 USC Section 405(a)-3** which prohibits the redemption of any United States currency dollar- for-dollar for gold /or/ silver, so that such foreign Persons/PERSONS are precluded from receiving actual payment and equally precluded from alleging any actual debt on the basis of commerce or trade using FEDERAL RESERVE NOTES;
12. Also, Notice that the Tax Lien Act of 1966 placed all such actions under the Uniform Commercial Code, and for a check to be a negotiable instrument, it must contain an unconditional promise to pay a sum certain in money and be payable on demand or at a definite time (**UCC 3- 103 (b) (c)**), a condition which no check issued in the current system can meet. Which means that U.S. Citizens and Municipal citizens of the United States, like the Territorial Internal Revenue Service and Municipal IRS (can be any phony Creditor or set of Creditors like the Citibank or any other bank or credit union) can only act as my Agents if I grant them permission to do so, and also means that no such Legal Fiction/FICTION entities, such as the Internal Revenue Service/IRS, (or Citibank) can act as Moving Parties alleging the existence of any actual debt based on Federal Reserve Notes, which are not "money" and checks which are not negotiable instruments;
13. Take Notice that **fictional money results in fictional debts** and fictional profits and fictional income, too; as FEDERAL RESERVE NOTES are debt notes by definition, the use of FEDERAL RESERVE NOTES or their transfer can never result in profit or income, either one; thus, any allegation that I or my Estate are in receipt of "Federal Income", is fraudulent, null and void, and provides no basis for any court decision; Let me make this abundantly clear....."Any allegation that I or my Estate received anything of value from Citibank and Trust in the form of a check/credit transferring FEDERAL RESERVE NOTES or other Money of Account is fraudulent, null and void."
14. The allegation of any debt owed by me or my Estate and based on Federal Reserve Notes, their transfer via non-negotiable checks, or additional accrual of debt by their collection, results in a fraudulent and constructive debt claim that the Moving Parties are incompetent to demand or receive; **I and my Estate are not the Debtors; we are the ultimate Creditors, and must be held harmless by the Corporations and Principals acting as Usufructs;**

15. Both the assets and the credit based upon the assets of the Katia Lucey Estate are owed to me; I cannot possibly owe a debt to myself for the unauthorized abuse of my own credit or the involuntary extension of my credit in the form of a FEDERAL RESERVE NOTE; and I have not approved the Moving Parties nor their attorneys to collect any such debt on my behalf;
16. The Gold Bullion Act of 1985 makes it clear that Americans, such as myself, are not obligors or grantors with respect to the Federal Reserve Banks and their Notes--- Public Law 99-185, December 17, 1985, 99 Statutes 1177.

Section B - Personal Information:

Hello, I would like to spend some time here to just clarify who I am, and what I am trying to do and why I am sending this, etc. When I say that there is no justiciable controversy, I'm not just saying that as a way too deflect some sort of hidden anger or upset. I, honestly, am not in that category and I am only writing this Testimony in the form of an Affidavit based off of a misbalance that has occurred, of which I feel I need to correct as a legal/lawful member of the American General Public.

1. I, the living woman, Katia Lucey, have corrected my status, and affirm and declare that I have returned to my lawful birthright and political status as a Nevadan. As a member of the General Public, I keep the peace and I uphold the Public Law.

I am an Inheritor of and Living and Present Heir to the Trust Indenture established by the unanimous Declaration of Independence, 1776, the Organic Laws of my State and Country, and the applicable Unrevised United States Statutes at Large as they pertain to the general populace and the Military Law of Peace. **Meaning I have superior concurrent general jurisdiction!**

I claim all guarantees provided by three Federal Constitutions, all rights, all remedies, and all exemptions, including but not limited to:

- a. Reversionary Trust Interest, 12 USC 95(a)
- b. Regulation Z - Lawful Money
- c. The Enabling Clause, before every Act of Congress 4
- d. The Brother's Keeper Clause, 18 USC 241 and 242
- e. West Virginia v. EPA (2022) and antecedent case Norton v. Shelby County, 118 U.S.425(1886)

I am not a pauper, debtor, rebel, combatant, foreign agent, public dependent, U.S. Citizen, a Municipal citizen of the United States, or in any way separated from the organic States of the Union. This I declare and affirm under penalty of perjury under the public law of The United States of America.

Please check the following hyperlink for the Land Recording Office where my Declaration of Political Status is published in the public domain, along with all my other documents supporting my political status change.

Land Recording Office <https://everify.americanstatenationals.us/>

Section C: Denials: What I am not and what I object to:

1. I am NOT a Bar Attorney, Lawyer, or any Human Person engaged in any titled profession and I owe no licensed or dependent obligation, no pledge, title, performance or allegiance to any foreign incorporated entity, government, or organization, not limited to the Bar Association, the Roman

- Catholic Church, the British Territorial United States, the Municipal United States Government, or any franchise, incorporation, agency or Agent thereof;
2. I am neither a U.S. Citizen nor a Municipal citizen of the United States; I adopt and hold no citizenship obligation or franchise agreement with respect to the District of Columbia, the District Government, or the Municipal United States or its Government;
 3. I am NOT a dependent of any District or Agency Personnel, United States Persons or Municipal PERSONS presumed to exist in the realm of Legal Fiction as foreign corporations operating under some form or permutation or variation of my Given Name or some foreign sign language known variously as Dog Latin or American Sign language appearing to represent my name;
 4. I am NOT a corporation nor am I representing any corporation;
 5. I am NOT a public trust nor am I representing any public trust;
 6. I hold the only survivorship interest in the Katia Lucey Estate and I did not authorize the construction of any District or Municipal Corporation operating under the sign KATIA LUCEY or Katia Lucey in any form or under any section of Municipal Code; nor did I authorize the registration of any Territorial Person that may be using my Good Name under presumption of a Public Usufruct;
 7. I do NOT use the names KATIA LUCEY or Katia Lucey or any ordering or permutation thereof in commerce or as a Legal Fiction under Admiralty Law;
 8. I do NOT need and have never needed any conferred citizenship and am not stateless and have never been stateless;
 9. I am NOT a colored person of any kind; not a slave, not a criminal, not a pauper, not a dependent or employee or citizen of any Federal Corporation, not a DEBTOR, not a Debtor, not an indentured servant, and not a bankrupt person of any kind; I don't accept or adopt any denigrated political status;
 10. I am NOT a Felon against my Public Law;
 11. I am NOT waiving my birthright estate/Estate;
 12. I am NOT the subject of any foreign infant decedent Estate;
 13. I am NOT the cargo aboard any foreign Vessel;
 14. I am NOT the subject of and not subject to the 14th Amendment known as a citizen of the United States under any authority thought to still exist under the so-called Corporate Constitution of the United States of America, Incorporated, first published in 1868, which was never ratified by my States of the Union;
 15. I am NOT an Enemy of the British Territorial United States nor of the United States of America, Incorporated;
 16. I am NOT a "Sovereign Citizen" and I object to any inference or insinuation that I am ignorant or that I avow an oxymoron as a political status;
 17. I am NOT a "Human", not an indentured servant, nor a "Slave" nor any Volunteer, nor any kind of Tort Feasor against the Federal Constitutions and I do not voluntarily act as a Tort Feasor against Article I, Section 10 thereof;
 18. **Object to the use of Federal Reserve Notes**; I do not voluntarily use Federal Reserve Notes;
 19. I have no Federal Income according to the U.S. Supreme Court as I am not a "Federally connected" TAXPAYER operating as a voluntary franchisee of any foreign Municipal Corporation and have no corporate profit separated from capital that could stand as "Federal Income"; no evidence of debt presented as an I.O.U. or other form of Promissory Note, such as a FEDERAL RESERVE NOTE can be considered actual payment or profit in hand; additionally, I am not a Warrant Officer in the British Merchant Marine known as a "Taxpayer" (to the King) and am not lost at sea;
 20. I am not a Driver or other Person employed in any commercial avocation related to the Admiralty nor am I voluntarily operating in any form of Maritime Commerce;
 21. I do not accept the American Civil War or any "War" since then as anything but Mercenary Conflicts that are not owed the dignity of the Law of War or the Law of Peace as there was no official and required Declaration of War by the Several States in Congress Assembled related to their onset, and I do not recognize the existence of or need for any British Territorial Military Protectorate related to me on the land and soil of my own country when our own State Assemblies are in Session;
 22. I do not accept any claim that I am rendered an Enemy while at the same time my Estate is being charged for services as an Employer and when my States have never participated in these conflicts;

23. I do not accept any foreign public trust interest in the Katia Lucey Estate based on an undisclosed unconscionable birth registration contract nor any private trust interest created by any foreign baptism nor other undisclosed contract with any incorporated Church nor any derivative contracts based on these presumptions of contract, pledge, or allegiance.
24. I live my life entirely from the non-incorporated private land and soil jurisdiction.
25. All my mails done either through a PO Box or marked as non-domestic, without the United States.
26. I do not live in "State of Nevada" nor "STATE OF NEVADA" but I permanent domicile ON the land and soil of Nevada, which is the unincorporated land mass. I have already submitted and recorded this documentation to this effect, so the only court of which I would be willing to involve myself with is an '**Article 3 Common Law Court**'. I will have nothing to do with your incorporated commercial courts. Mark Seilstad (Nevada Assembly Coordinator) would be the person to call to set that up and I can give you his phone number if needed (just email me and I'll send you it). I live, exist and travel WITHOUT the United States at all times per **28 USC 1746**. Meaning I do not live in the United States, so I do not have to abide by its laws, but you do.
27. I give you Notice that all the so-called Western Territorial States have been enrolled as actual States of the Union since October 1st 2020. This was made retroactive to the date these States entered Territorial Statehood, so there is no longer any presumption against any of the people born in these States of the Union and no longer labor under any Territorial Statehood claims.
28. I am not an attorney and don't accept being represented by an attorney; if you wish to go to Court/ COURT and want to hire an attorney to defend or prosecute your own phony foreign franchise DEFENDANT that's your business, but no attorney will represented by me or my estate.

Section D - Facts and Events:

1. I was a happy "customer" of Citibank for over a year.
2. I recently (Jan 2021) came into contact with the information that shows how your financial world REALLY works. Citibank gets the actual cash value, that is used to fund the credit card (or any loan) directly from the borrower (me), and then Citibank then receives the funds for free from said borrower (me). Citibank transfers the actual cash value from the borrower (me) to the bank and then keep the funds as the banks property, which the Citibank then loans out, as if Citibank actually owned and loaned their own money. So basically I create the credit Citibank loans back to me with interest and then you say that I owe a debt to you! It would also appear that you take my negotiable instrument/promissory note known as billing statement to the federal reserver (aka 'Fed window') and trade or swap it out for Federal reserve notes. I ask you, how many times does Citibank and The Moore Law group want to get paid off my credit, at the expense of me and my estate?
3. I decided I was going to pay with a different type of negotiable instrument (rather than Federal Reserve Notes). As per **UCC 3-603**, Citibank is unable to refuse those negotiable instruments. So instead of giving Citibank a blank indorsement with my bill of exchange coupon, I decided to fulfill my role as the priority creditor/banker and indorse it correctly, converting it into a 'restrictive indorsement' or 'special indorsement' (yes indorse with an 'i') and by definition a making it check/ negotiable instrument.
4. Conditional Acceptance was made and sent to the CEO of Citi, Jane Fraser. The Conditional Acceptance was witnessed by, Nevada Attorney General, New York Attorney General and United States Attorney General . (Exhibit A)
5. Conditional Acceptance (complete with extra negotiable instruments) was delivered at 4:21pm on 23rd October, 2023.
6. Accounts were then paid in full via the acceptance of the 2 negotiable instruments paying off all the accounts (these negotiable instruments were never rejected) Accounts were also then discharged due to an un-rebutted testimony in the form of an affidavit on November 6, 2023. So either way you look at it, all the accounts were PAID IN FULLL.
7. Additional request was sent to the payment processing department on November 10th, 2023 (to see whatever happened to my negotiable instruments). (Exhibit B)

8. Receive 2 correspondence letters from Citibank Vice president G. Stevens, sent on November 22nd, 2023. (Exhibit C) with regards to extension of credit, please see **18 U.S. Code § 891**. Again I ask you who's credit are you referring to? And how exactly is there equal consideration in the agreement when terms of the agreement have not been fully disclosed. If there is NO 'FULL DISCLOSURE' to all matters dealing with said contract/agreement, as to the Federal Reserve act, form of payment, what was loaned, origin of the credit etc. I also ask you, what makes your extension of credit lawful, if the bank is not disclosing where the credit is coming from? If this is the case, You would need to prove that Citibanks 'said agreement' contained or contains no elements of fraud. And finally I did not refuse to pay I just used another negotiable instrument to pay, in this instance the bill of exchange coupon, which you kept and never returned to me.
9. Received correspondence letters from Customer Service Center, sent on November 28, 2023 (Exhibit D). The fact that you think the debt is valid because Citibank 'says so' and because you sent statements is somewhat laughable and lacks substance and credibility. If it was a valid debt you would have sent me a 'true bill'. As Citibank is an **'artificial entity / creature'** created under the laws of the STATE OF SOUTH DAKOTA and doing business in the STATE OF NEVADA, by and through its officers, board of directors, employees, and agents are bound to support Article I, Section X, of the U.S. Constitution that, as a **'state-created entity'**, reads, **"No State shall... make any Thing but gold and silver Coin as Legal Tender in Payment of Debts"**, and that any such thing in lieu of gold and silver coin exists as legal tender in payment of debts;
10. Citibank erroneously reported on the my accounts and never corrected that they had been previously discharge by both the acceptance of my negotiable instruments as well as failing to rebut my testimony in the form of an affidavit.
11. 2nd Conditional Acceptance was made and sent to CEO Citibank, N.A. - Sunil Gang and Citibank Corporate Legal Department. The Conditional Acceptance was witnessed by United States Attorney General, Nevada Attorney General, New York Attorney General and New York City Sheriffs Office. (Exhibit E)
12. Conditional Acceptance was Delivered to Front Desk/Reception/Mail Room. January 12th, 2024 at 1:59pm
13. Citibank erroneously contracted with Debt Collectors, The Moore Law Group. Received Debt collector letter on April 12th, 2024. (Exhibit F)
14. Sent letter to The Moore Law Group rejecting their offer to contract with notice of Lien (Exhibit G) which was received on April 4th, 2024
15. The Moore Law Group sent letters say they were looking into it sent all statements proving that there was only positive balances in each statement.
16. Conditional Acceptance was made and sent to Harvey M. Moore of the The Moore Law Group. The Conditional Acceptance was witnessed by United States Attorney General, Nevada Attorney General and California Attorney General. (Exhibit H)
17. Conditional Acceptance was delivered on June 26th, 2024 at 7:03am. It was signed for by Harvey Moore personally (Exhibit I)
18. Citibank erroneously hired The Moore Law Group to collect on account with a summons to court
19. Mandatory Foreign Sovereign Immunities Act Notice (Exhibit J)
20. I am including my Notice of Intent - fee schedule (Exhibit K) These will be added to the personal liens in the event that trespasses are continued on my assets and estate
21. Declaration of Political Status (Exhibit L)
22. Notice of peonage and enslavement for Bar Associates (Exhibit M)

Both the Moving Party and the court are prohibited from making a demand upon my Estate or claiming the existence of any debt based on Federal Reserve Notes or other fiat Notes posed as the indebtedness of a foreign corporation or other Legal Fiction, for I own the whole of it, both the assets and the credit these legal fictions extend.

As my court holds "superior concurrent General Jurisdiction" in this matter I expect to be obeyed and for this and any other claim of this nature brought against my estate **TO BE DISMISSED WITH PREJUDICE**. Failure to do so will result and personal and commercial liens.

Avouchment

Pursuant to 28 USC 1746: executed without the United States: **I, Katia Lucey**, in Witness of all the foregoing, I am acting to prevent crime and to fully inform you, so that justice may be served and fact be honored and I affirm the foregoing account to be true and complete and not misleading, honorable and peacefully intended; and so, I have placed my hand seal and signature upon this paper for purpose of Witness only on this 8th day of August in the year of 2024.

Autographed of the non-incorporated woman:

By Katia Lucey ©
Katia Lucey © beneficiary
American State national.
All Rights Reserved Without Prejudice.

Recording Secretary and International Notarial Witness

Nevada

Clark County

I, Craig Philip Schmidt, a Nevada Assembly Recording Secretary and International Notarial Witness, do hereby affirm that the Declarant has been positively identified and I have witnessed their signing of this Testimony in the Form of a Affidavit :

Nevada Assembly Recording Secretary By: Craig Philip Schmidt ©
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Nevada Assembly Recording Secretary
Land Recording Office
The United States of America
Date: 08-08-2024

Recording #: NV-220909-003-00000125

