

Case 3:06-cv-00293 Document 75

3106cV029

Filed 11/14/2007 NORGERER 19 STRICT OF TEXAS

U.S. DISTRICT COURT

FILED

CLERK, U.S.

Date: November 8, 2007

UNITED STATES DISTRICT COURT OFFICE OF THE CLERK NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION 1100 COMMERCE - ROOM 1452 DALLAS, TX 75242-1495

To:

KAREN MITCHELL, CLERK OF THE COURT

CHIEF FINANCIAL OFFICER or in the alternative,

Officer delegated duty of Statutory requirements for reporting financial

transactions.

Re: Notice of Liability

NOTICE TO OFFICERS/AGENTS OF THE UNITED STATES

THIS LETTER AND ATTACHMENTS ARE NOT INTENDED TO HARASS, INTIMIDATE, OFFEND, CONSPIRE, BLACKMAIL, COERCE, OR CAUSE ANXIETY, ALARM OR DISTRESS. THEY ARE PRESENTED PURSUANT TO LEGAL AUTHORITY TO FACILITATE STATED INTENTIONS TO ACHIEVE HONORABLE SETTLEMENT. ANY AFFIRMATION CONTRARY TO THIS STATED INTENTION WILL COMPRISE YOUR STIPULATION TO COMMITTING A FRAUD UPON THE COURT.

NOTICE

The attached Notice of Liability is provided for your information concerning process in reference to Case Number 3:06-CV-0293-L. Also included is a copy of your ORDER OF CONTEMPT dated September 20, 2007 Accepted For Value.

The purpose of providing you with this information is for full disclosure of the liability associated with the Court's Chief Financial Officer's FAILURE OF STATUTORY COMPLIANCE with the GASB/FASB filing requirements for Accounts Receivable and Accounts Payable concerning the registered instruments tendered for settlement to bring this account balance to θ (zero).

Failure to report and apply the tendered settlement is a matter of record, and stands as a libel upon the credit of the maker on the instruments tendered and any further trespass carries a claim for injury and damages as indicated in the attached Notice.1

¹ **LAWFUL AND CONSTRUCTIVE NOTICE**: If you have a bona fide and verified claim, please provide a certified copy to the Notary Acceptor listed below, so I may provide the appropriate settlement. Failure to provide a certified copy for settlement within 10 days of your receipt of this Notice, shall be your tacit agreement and confession that you have no verified claim and that further action on your part shall be your tacit agreement and confession that you are, in fact, a trespasser upon the property, and are subject to a claim for injury and damages in the amount

The public record via Dun & Bradstreet evidences the UNITED STATES DISTRICT COURT operates a trade or business of the United States, franchised as a private foreign corporation within the Union states united.

All Officers, employees, agents, assigns, stockholders, or other persons functioning within the Corporation, trading as UNITED STATES DISTRICT COURT listed above, are fully and commercially liable for their acts, actions, failure(s) to act or take action, and HAVE NO IMMUNITY when operating in commerce as noted in the attached NOTICE². Additionally, acting in concert with two or more persons may have RICO implications regarding financial operations subject to OMB regulations.

This commercial matter has been referred directly to the Secretary of Treasury for settlement and closure. Any further attempt at conversion or trespass upon the property of DEAN ALLEN STEEVES, may result in a Form 95 Tort claim, for injuries and damages as listed above, against the bond, insurance, or underwriters policy of the UNITED STATES DISTRICT COURT listed above. THIS IS LAWFUL AND CONSTRUCTIVE NOTICE TO CEASE AND DESIST.

LAWFUL AND CONSTRUCTIVE NOTICE

You are required by law to notify your Risk Management of the possibility of a claim in order to maintain the contractual obligations of your underwriter's policy. Failure to notify your underwriters or bondholders of a potential claim, so they may investigate and limit their liability, is in direct violation of the terms and conditions of your policy and may render your corporation un-insurable.

If you disagree with anything in this Notice, then rebut everything in this Notice with which you disagree, in writing, under penalty of perjury, with particularity and specificity, via Certified Mail to me via the Notary Acceptor listed below within 10 days of receipt of this letter, and support your disagreement with Constitutionally compliant fact, evidence, and law. Your failure to respond, as stipulated, is your agreement with, and admission to the fact that everything in this Notice is true, correct, legal, lawful, and is your irrevocable agreement attesting to this, fully binding upon you, in any court in America, without your protest or objection or that of those who may represent you.

Failure to answer or rebut this Notice with verified facts point for point is your tacit agreement that this Notice is sufficient evidence to establish your acts, actions, or failure to act, as done by you knowingly, willingly, voluntarily, , intentionally, and intelligently.

of \$75,000.00 per day for every day you continue your attempts to process or access my account, or for any physical restraint upon my being, body, or freedoms.

Uniform Commercial Code is generally considered to be the federal law of commerce. See In re King-Porter Co., 446 F.2d 722,732 (5th Cir. 1971)

This document is a permanent part of the record and shall be subject to subpoena.

Respectfully presented,

DEAN ALLEN STEEVES

By:

Dean-Allen: Steeves, Agent, Secured Party Creditor

Lean allen steenes

c/o Richard W. Fry, Notary Acceptor 4153 Bryan Street Oceanside, California state

Ecl: Copy of Letter to Marshal Randy Paul Ely

Copy of ORDER OF CONTEMPT dated September 20, 2007 Accepted

For Value

DUE PRESENTMENT UNDER NOTARY SEAL NOTICE OF LIABILITY AND OPPORTUNITY TO LIMIT YOUR EXPOSURE

From: Richard W. Fry, Notary Public

c/o 4153 Bryan Street

Oceanside, California state

NOTICE TO AGENT IS NOTICE TO PRINCIPAL NOTICE TO PRINCIPAL IS NOTICE TO AGENT

Respondent:

U.S. Marshall Randy Paul Ely

c/o Northern District of Texas

THE OFFICE OF THE UNITED STATES MARSHALL SERVICE

Federal Building

1100 Commerce St., Rm 16F47

Dallas, Texas

Re. LAWFUL AND CONSTRUCTIVE NOTICE

Service: Certified Mail No. 7006 0100 0000 1829 8682; Return Receipt Requested

Notary's Certificate of Service

Dear U.S. Marshall Randy Paul Ely,

Under 1 authority of N.Y. Exec Law §135, M.R.C.P. Rule 45, O.R.C. § 107.07, C.A.U.C.C. §§ 3501, 3502, 3503, 3504, 3505, and 1307, California Government Code §§ 2 8205, 8208, 8209;

at the request of Dean-Allen: Steeves, reportedly intervening parties in this matter, **due presentment** <u>under notary seal</u> is hereby made of the following:

- 01. A letter presenting you with a NOTICE OF LIABILITY AND OPPORTUNITY TO LIMIT YOUR EXPOSURE
- 02. Copy of Notary Certificate of Service
- 03. DUE PRESENTMENT UNDER NOTARY SEAL

¹ In the constitutional provision that full faith and credit shall be given in each state to the **public acts**, records, and judicial proceedings of every other state, this phrase means that a judgment or record shall have the same faith, credit, conclusive effect, and obligatory force in the other states as it has by law or usage in the state from whence taken.

² 8205. (a) **It is the duty** of a notary public, when requested: (1) To demand acceptance and payment of foreign and inland bills of exchange, or promissory notes, to protest them for non-acceptance and nonpayment, and, with regard only to the non-acceptance or nonpayment of bills and notes, to exercise any other powers and duties that by the law of nations and according to commercial usages, or by the laws of any other state, government, or country, may be performed by notaries.

RISK MANAGEMENT. I have also been requested to secure, <u>under notary seal</u>, that you provide all necessary contact and policy information on your risk management carrier through me so it is received no later than November 14, 2007, without charge.

You may honor the presentment by demonstrating your acceptance thereof by confirming the requested filing of documents into the above-noted case under notary seal so it is received by the maker no later than 5 P.M. PST ten days after the postmark of this presentment in care of the undersigned notary public at the address noted above. Non-performance will be certified for evidentiary purposes in accord with C.A.U.C.C. §§ 1307, 3501, 3502, 3503, 3504, and 3505.

Thank you kindly for your attention, WITNESS my hand and official seal.

Richard W. Fry, NOTARY PUBLIC

November 2, 2007 (Seal)
DATE

RICHARD W. FRY
Commission # 1551972
Notary Public - California
San Diego County
My Comm. Expires Feb 12, 2009

Dean-Allen: Steeves, Affiant c/o Richard W. Fry, Notary Acceptor

2nd of November 2007

4153 Bryan Street Oceanside, California state

To: Northern District of Texas

TO THE OFFICE OF THE UNITED STATES MARSHAL SERVICE

Federal Building

1100 Commerce St. Rm 16F47

Dallas, Texas

U.S. Marshal Randy Paul Ely

Southern District of California (S/CA)
TO THE OFFICE OF THE UNITED STATES MARSHAL SERVICE

U.S. Marshal: Steven C. Stafford (Acting) all successors, predecessors, assigns, agents, and future Office holders

U.S. Courthouse

940 Front Street, Room LL B-71

San Diego, CA 92189

NOTICE TO PRINCIPLE IS NOTICE TO AGENT NOTICE TO AGENT IS NOTICE TO PRINCIPLE

NOTICE TO OFFICERS/AGENTS OF THE UNITED STATES
THIS LETTER AND ATTACHMENTS ARE NOT INTENDED TO HARASS, INTIMIDATE,
OFFEND, CONSPIRE, BLACKMAIL, COERCE, OR CAUSE ANXIETY, ALARM OR DISTRESS.
THEY ARE PRESENTED PURSUANT TO LEGAL AUTHORITY TO FACILITATE STATED
INTENTIONS TO ACHIEVE HONORABLE SETTLEMENT. ANY AFFIRMATION CONTRARY
TO THIS STATED INTENTION WILL COMPRISE YOUR STIPULATION TO COMMITTING A
FRAUD UPON THE COURT.

Attn: Randy Paul Ely

NOTICE OF LIABILITY AND OPPORTUNITY TO LIMIT YOUR EXPOSURE

This letter comprises lawful notification, notwithstanding recommendations of your supervisors and counsel who may lack personal accountability. For your own protection you must respond in writing, with particularity, via Certified Mail, within 10 days, to each representation herein which you oppose pursuant to the federal Constitution and Bill of Rights, and The Bill of Rights of the California ²Constitution, and pursuant to your oath.

Your failure to respond within 10 days, as stipulated, and rebut everything in this letter with which you disagree, with particularity and specificity, under penalty of perjury, and with Constitutionally compliant fact, evidence, and law, is your lawful, legal, and binding agreement with, and admission to, the fact that everything in this letter is true, correct, legal, lawful, and binding upon you, in any court, anywhere in America³, without your protest or objection or that of those who may represent you. Your silence is your agreement.⁴

You may agree and admit to all statements and claims made by Affiants by TACIT PROCURATION, by simply remaining silent.

ESTOPPEL BY ACQUIESCENCE: In the event you admit the statements and claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS, and COLLATERAL ESTOPPEL. You may not argue, controvert, or otherwise protest the finality of the administrative findings in any subsequent process, whether administrative or judicial. (Georgia v. South Carolina, 497 U.S. 376 (1990); Babcock v. Babcock, 63 Cal.App.2d 549, 152 P.2d 530, 532 (1944).)

Upon review of my private commercial affairs, it appears you and your office may be involved, in concert with others, in an attempt to convert and process my commercial ⁵property, specifically, an order from the UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION referencing Case Number **3:06-CV-0293-L**. This is a civil and commercial matter to which Title is

¹ In particular the First, Fourth, Fifth, Sixth, Seventh, Ninth and Tenth Amendments, Constitution for the united States of America

² In particular, Sections 1, 2, 3, 8, 9 and 18

 $^{^{3}}$ Notification of legal responsibility is "the first essential of due process of law" Connally v. General Construction Co., 269 U.S. 385,391 (1926).

⁴ "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." *U.S. v. Tweel*, 550 F.2d.297 (1977).

⁵ This information is available on the court PACER information web site. To avoid liability, you have a duty to confirm and verify the facts in the record.

accepted and owned by me. Settlement was tendered to the Fiduciaries of the Court and dishonored. This caused a discharge (UCC 3606) in Public Policy under the Reorganization [of Debt] Plan pursuant to the Bankruptcy of the United States within the construct of the "provisional government" to administer the Banking Emergency Act of 1933 codified at USC Title 50. This matter has been removed to the Secretary of Treasury, Henry M. Paulson Jr. for closure and settlement of all verified claims.

Three of your associate agents converged upon a private location in San Diego county purporting to claim an interest in this matter. The three agents did not provide a certified copy of the "Warrant" they were purporting to execute so, as of this moment, there is no evidence of any additional claim(s) in this matter.

NOTICE: If you have a bona fide and verified claim, please provide a certified copy to the Notary listed above, so I may provide the appropriate settlement. Failure to provide a certified copy for settlement within 10 days of your receipt of this Notice, shall be your tacit agreement that you have no verified claim and further action on your part shall be your tacit agreement that you are in fact a trespasser upon the property, and subject to a claim of injury and damages in the amount of \$75,000.00 per day for every day you continue your attempts to process or access my account, or for any physical restraint upon my being, body, or freedoms. **THIS IS LAWFUL AND CONSTRUCTIVE NOTICE TO CEASE AND DESIST.**

This may be a violation of the False Claims act. You may wish to review the record on the Emergency Banking Act of 1933, the Bankruptcy of the United States, and the "supplanting of Currency" with Federal Reserve Notes as securities and obligations of the United States (see Title 18 Section 8 Notes). Diction in the Complaint/Petition filed in the U.S. Court of Claims, Docket No. 41-76, on February 11, 1976, by 44 Federal Judges [Atkins et al. vs. U.S.] and Senate Report 93-549, pgs. 187 & 594 under the "Trading With The Enemy Act" [Sixty-Fifth Congress, Sess. I, Chs. 105, 106, October 6, 1917], and as codified at 12 U.S.C.A. 95a provides substantial information on the breach of Separation of Powers through the Bank Holiday of 1933 and the Trading with the Enemy Act along with subsequent Acts of Congress, whereby the Liability for the Debt of the Federal Reserve a Private Corporation was converted to the Public United States without Constitutional authority or Amendment. Congress provided remedy to the private sector in HJR 192 June 5, 1933 to avoid charges of treason.

There can be no Compelled Performance for a Liability for Debt of a Third Party Private Corporation onto the Public without a remedy for the people, which is to give full faith and credit to the people in their issue of private Credit instruments tendered as settlement. Absent a remedy, the people would be subjected to

involuntary servitude and economic slavery. Thus, the United States operates within the Reorganization Plans under voluntary Bankruptcy comprising the body of Law wherein the operational currency is evidenced by instruments of liability traded as assets, where purchases are made with instruments evidencing liability, where liability is bought and sold and transferred as an asset, and every transaction is covered by Maritime Contracts of Insurance within the Admiralty jurisdiction. Every Bank account, Mortgage, Corporation, Autos, and every transaction is insured or bonded so the Bankruptcy of the United States does not cause a damage to the sovereign people upon the land.

[See: Reorganization Plan No. 26. 5 U.S.C.A. 903. Public Law 94-564, Legislative History, pg. 5967]

Should you fail or refuse to **Cease and Desist** your trespass upon my property, a formal federal complaint may be filed for Trade violations with the Federal Trade Commission, and a formal complaint may be lodged with the Securities and Exchange Commission for a **Forensic Audit** and an investigation into your unauthorized "use" of the trade name DEAN ALLEN STEEVES, or any derivative thereof, to create unregistered/non-registered securities for a foreign principle. Additionally, a claim will be lodged against your Bond or Underwriters Policy for damages as listed herein. This is my good faith effort for full disclosure of liability attaching to your participation in any act, action, or failure to act within the scope of your authority.

YOU HAVE NO IMMUNITY FOR YOUR ACTIONS

UNITED STATES MARSHALS SERVICE is listed with Dun & Bradstreet as a private corporation. Your "Service" falls within the provisions of THE BANK OF THE UNITED STATES v. THE PLANTERS' BANK OF GEORGIA (1824) 22 U.S. (9 Wheat.) 904, 6 L.Ed 244

The state does not, by becoming a corporator, identify itself with the corporation. The Planters' Bank of Georgia is not the state of Georgia, although the state holds an interest in it. It is, we think, a sound principle, that when a government becomes a partner in any trading company, it devests itself, so far as concerns the transaction of that company of its sovereign character, and takes that of a private citizen. Instead of communicating to the company its privileges and its prerogatives, it descends to a level with those with whom it associates itself, and takes the character which belongs to its associates, and to the business which is to be transacted. Thus, many states of this Union who have an interest in banks, are not suable even in their own courts; yet they never exempt the corporation from being sued. The state of Georgia, by giving to the bank the capacity to sue and be sued, voluntarily strips itself of its sovereign character, so far as respects the transactions of the bank, and waives all *the privileges of [*908] that character. As a member of a corporation, a government never exercises its sovereignty. It acts merely as a corporator, and exercises no other power in the

management of the affairs of the corporation, than are expressly given by the incorporating act.

Your specific Office or Officers have not incurred a known liability as of this date. Should you or your Officers participate further in this case, the complaint will be amended to add your District and each Officer involved. You and your officers are subject to subpoena, and will be required to provide a certified copy of your "sworn and subscribed oath" and a copy of the "law, theory of law, statute, code, rule or regulation" you are relying upon to limit your liability for the injuries and damages caused by your act, actions, or failure to act". As part of your Bonding and Insurance contract, it is your duty to report to your bond holders and underwriters any possibility of a claim being made against you.

This is your actual Constructive Notice and opportunity to avoid liability in this matter, and this Notice is part of the official record. This Notice constitutes prohibition of any further participation on the part of UNITED STATES MARSHAL SERVICE except by purpose and intent and bars any defense of mistake. The principles of "misprision" apply i.e., if you have knowledge that a wrong is being committed, and you do not stop the action, then you become a participant and party to the wrong committed.

WARNING

Any response or rebuttal MUST be:

- 01. With particularity and specificity directly responding to each and every point made by Affiant's, and with which you disagree.
 - a. Your rebuttal cannot be cloudy and nebulous, it must directly refute the statements made by Affiants.
- 02. With citation of Constitutionally compliant fact, evidence, and law.
 - a. Any rebuttal that does not cite Constitutionally compliant fact, evidence, and law, in support of your rebuttal, is a non response.
- 03. SWORN to under penalty of perjury under US Law
 - a. This requires a Jurat by a California Notary Public.
- 04. By way of Certified Mail.
 - a. Any rebuttal sent via regular First Class mail is not verifiable and, therefore, is equivalent to a non response.
- 05. To mailing location exactly as shown below:
 - a. DEAN ALLEN STEEVES
 c/o Richard W. Fry, Notary Acceptor
 4153 Bryan Street
 Oceanside, California Republic
 united states of America

All future communications from you or your office will have to be via Certified Mail (PS form numbers 3800 and 3811). All future communications from you or your office will have to be signed by a verifiably living man or woman. All future communications from you or your office must be accompanied by the Oath of Office and Bond information of the man or woman making the communiqué.

If you disagree with anything in this letter, then rebut everything in this letter with which you disagree, in writing, under penalty of perjury, with particularity and specificity, via Certified Mail to me (at the return address listed in item 05. on page 5 of this letter), within 10 days of receipt of this letter, and support your disagreement with Constitutionally compliant fact, evidence, and law. Your failure to respond, as stipulated, is your agreement with, and admission to the fact that everything in this letter is true, correct, legal, lawful, and is your irrevocable agreement attesting to this, fully binding upon you, in any court in America, without your protest or objection or that of those who may represent you.

Respectfully presented,

DEAN ALLEN STEEVES

Dean-Allen: Steeves, Agent, Secured Party Creditor

NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on November 2, 2007, Richard W. Fry, the undersigned Notary Public mailed to:

U.S. Marshall Randy Paul Ely c/o Northern District of Texas THE OFFICE OF THE UNITED STATES MARSHALL SERVICE Federal Building 1100 Commerce St., Rm 16F47 Dallas, Texas

hereinafter, "Recipient," the documents and sundry papers pertaining to Dean-Allen: Steeves unless indicated otherwise and herein identified as follows:

- 01. A letter presenting you with a NOTICE OF LIABILITY AND OPPORTUNITY TO LIMIT YOUR EXPOSURE
- 02. **DUE PRESENTMENT <u>UNDER NOTARY SEAL</u>**
- 03. Reference copy Notary's Certificate of Service (signed original on file)

by Certified Mail # 7006 0100 0000 1829 8682 Return Receipt Requested by placing same in a postpaid envelope properly addressed to Recipient at said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Service within the State of California.

Richard W. Fry, Notary Public

November 2, 2007 DATE

Richard W. Fry, Notary Public c/o 4153 Bryan Street Oceanside, California state

IN THE UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

MICHAEL J. QUILLING, as Receiver § for Sardaukar Holdings, IBC and 88888 Bradley C. Stark, Plaintiff, Civil Action No. 3:06-CV-0293-L

3-D MARKETING, LLC,

Accepted For Value

Returned For Value Without Dishonor case Offset This Billing through the Account of Defendant Dean Allen Steeves, Private Offset Account Number 530645277 By routing through and ledgering against

Private ORDERAO Impon Nasi Morteld by

HENRY M. PAULSON, JR., d/b/a UNITED STATES DEPARTMENT of the TREASURY

(USPS CERTIFIED MAIL Tracking No. 7005 1820 0005 3378 6324)
For Credit to effect the court of the Sessiver's comended Motion for Thow Gauss Agriculture of the Court of the Sessiver's comended Motion for Thow Gauss Agriculture of the Court For Further Credit to the Account of DEAN ALLEN STEEVES ID No. 530645277

2007. United States Magistrate Judge Jeff Kaplan entered his findings and recommendation on the Date September 20, 2007

motion on July 18, 2007. The magistrate judge recommended the court grant **Authorized By**

Dean Allen Steeves and 3-D Marketing, LIPE The Steeves Until he and

3-D Marketing disgorge the sum of \$150,000 to the Receiver as required by the Judgment in this case.

On March 8, 2007, the court entered Judgment in favor of the Receiver against 3-D Marketing in the amount of \$150,000 and ordered that 3-D Marketing disgorge those funds to the Receiver within thirty days. When 3-D Marketing failed to disgorge the funds, the Receiver moved for a show cause order. The magistrate judge held two show cause hearings in this case. At the first hearing, on May 11, 2007, counsel for 3-D Marketing appeared but Steeves failed to appear as required. Counsel for 3-D Marketing did file a pleading stating that Steeves could not travel from California to Dallas for the hearing due to a back injury, but no evidence substantiating his injury

was ever filed with the court. Subsequently, the Receiver filed the amended motion now before the court seeking a hearing requiring 3-D Marketing and Steeves to show cause why the company, through Steeves, its principal agent, should not be held in civil contempt for violating the court's disgorgement order and judgment. A show cause hearing was scheduled for July 13, 2007 and the court issued an order requiring Steeves to attend the hearing in person. Steeves was personally served with the court's order requiring his attendance at the hearing. Steeves failed to appear at the July 13, 2007 show cause hearing, and the entering that interior subsequently recommended that 3-D Returned For Value Without Dishonor This Billing through the Account of Contempt.
Private Offset Account Number 530645277 Marketing and Steeves be held in civil

By routing through and ledgering against

Neither 3-D Marketing were Street ex of the different 2855 184 70 lords to the magistrate judge's finding HENRY M. PAULSON, JR., d/b/a UNITED STATES DEPARTMENT of the TREASURY

For Clean to Curry Sent Spring No. 7005 1820 0005 3378 6324) the slerk of the court For Further Credit to the Account of DEAN ALLEN STEEVES ID No. 530645277

arguing that this case had been closed. He also filed a document entitled "Notice of Liability," Date September 20, 2007

which was unfiled by the court. Steeves has repeatedly argued that the case s closed due to various Authorized By_

documents he has filed with the court, many and Albrich the Court and filed as improper pleadings or as matters unrelated to the pending case.

The court has reviewed the magistrate judge's findings and recommendation, the record, and applicable law, and finds that the magistrate judge's findings are correct and are therefore accepted as those of the court. Accordingly, the court grants the Receiver's Amended Motion for Show Cause Order and adjudges 3-D Marketing, LLC and its principal agent, Dean Allen Steeves, in civil contempt of this court for failing to comply with the Judgment entered on March 8, 2007 requiring the company to disgorge the sum of \$150,000 to the Receiver within 30 days.

In light of its finding of contempt, the court orders and directs the United States Marshal to take Dean Allen Steeves into custody and hold him at the nearest detention facility

to the Dallas Division of the United States District Court for the Northern District of Texas. Dean Allen Steeves shall be held at such facility until such time as he and 3-D Marketing turn over the sum of \$150,000 to the Receiver. 3-D Marketing and Steeves may purge themselves of contempt by complying with the court's March 8, 2007 Judgment.

The clerk of the court is directed to mail a copy of this order to Dean Allen Steeves at his last known address by priority mail, and by certified mail, return receipt requested. The clerk of the court is also directed to note on the docker thedachtressure which notification was mailed. Returned For Value Without Dishonor

Please Offset This Billing through the Account of It is so ordered this 20th Stay of pseptember, 2001 Number 530645277

By routing through and ledgering against

Private Offset Bond Number 328548176 held by

For Further Credit to the Account of DEAN AIWENEST STATES District Votate 7

Date September 20, 2007

Authorized By

NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on November 8, 2007, Richard W. Fry, the undersigned Notary Public mailed to:

KAREN MITCHELL, CLERK OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION
1100 COMMERCE – ROOM 1452
DALLAS, TX 75242-1495

hereinafter, "Recipient," the documents and sundry papers pertaining to Dean-Allen: Steeves unless indicated otherwise and herein identified as follows:

- 01. Letter to KAREN MITCHELL, CLERK OF THE COURT (Re: Notice of Liability)
- 02. Copy of letter to Marshal Paul Ely
- 03. Order of Contempt (Accepted for Value)
- 04. **DUE PRESENTMENT UNDER NOTARY SEAL**
- 05. Reference copy Notary's Certificate of Service (signed original on file)

by Certified Mail # 7007 0710 0002 8424 3416 Return Receipt Requested by placing same in a postpaid envelope properly addressed to Recipient at said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Service within the State of California.

	November 8, 2007
Richard W. Fry, Notary Public	DATE

Richard W. Fry, Notary Public c/o 4153 Bryan Street Oceanside, California state

DUE PRESENTMENT UNDER NOTARY SEAL (BD) **NOTICE OF LIABILITY**

Richard W. Fry, NOTARY PUBLIC

c/o 4153 Bryan Street Oceanside California state

> NOTICE TO AGENT IS NOTICE TO PRINCIPAL NOTICE TO PRINCIPAL IS NOTICE TO AGENT

KAREN MITCHELL, CLERK OF THE COURT UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION 1100 COMMERCE - ROOM 1452 DALLAS, TX 75242-1495

Re: DUE PRESENTMENT UNDER NOTARY SEAL

Dear KAREN MITCHELL:

Under authority of N.Y. Exec Law §135, C.A.U.C.C. §§ 3501, 3502, 3503, 3504, 3505, and 1307, California Government Code §§ 8205¹, 8208, 8209;

at the request of Dean-Allen: Steeves, reportedly intervening parties in this matter, **due presentment** under notary seal is hereby made of the following:

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- 02. Copy of letter to Marshal Paul Ely
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- 05. DUE PRESENTMENT UNDER NOTARY SEAL

RISK MANAGEMENT. I have also been requested to secure, under notary seal, that you provide all necessary contact and policy information on your risk management carrier through me so it is received no later than November 20, 2007, without charge.

¹ 8205. (a) It is the duty of a notary public, when requested: (1) To demand acceptance and payment of foreign and inland bills of exchange, or promissory notes, to protest them for nonacceptance and nonpayment, and, with regard only to the non-acceptance or nonpayment of bills and notes, to exercise any other powers and duties that by the law of nations and according to commercial usages, or by the laws of any other state, government, or country, may be performed by notaries.

Failure to fulfill each of these requests within the respective deadlines will be certified for evidentiary purposes in accord with C.A.U.C.C. §§ 1307, 3501, 3502, 3503, 3504, and 3505.

Thank you kindly for your attention. WITNESS my hand and official seal.

November 8, 2007

Date

(Seal)

0000

c/o Richard-Wayne: Fry, Notary

Dean Allen Steeves

4153 Bryan Street

Oceanside, California Republic

US DISTRICT COURT, NORTHERN DISTRICT KAREN MITCHELL, CLERK of the COURT 1100 COMMERCE - ROOM 1452 OF TEXAS, DALLAS DIVISION DALLAS, TX 75242

RETURN RECEIPT REQUESTED

Dag | 4 200 | A 200 | Bag | CLERK, U.S. DISTRICT COURT | NORTHERN DISTRICT OF TEXAS