FORMAL COMPLAINT FORM

SEP 2 5 2024

Attach extra pages as necessary.

Missouri Public Service Commission

## BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

PF MISSOURI
tyinlaw
nette Lumumba Mugabe Bey National
) National
) )
) File No.
)   (PSC fills this in)     
COMPLAINT
* {Zip Code} *
eceived at:
paragraph 1.
ss)

To: 15735261500

3. Respondent's address is: Spire: 7500 E 35th Terrace KCMO 64129 or 700 Mai K.C. Water: 4800 E 63rd 5t, Kansascity MO 64130, St. Louis, M
Every V. P. O. Box 418679, KCMO, 64/41 or 1200 Main St KCMO 64/05 (Address of complainant)
(City) (State) (Zip Code)
4. Respondent is a public unit of the Missouri Public SPIRE
Service Commission. K.C.WATER\$
5. The amount at issue is: \$ EVERAUS GOOGLES in dispute there.)
6. Complainant now requests the following relief:
(Explain what you want the Commission to do: the specific results you are seeking in this complaint.)
The guide of Missouri Public Service Commission or their authority and Jurisdiction is not law. If the law ever conflicts with this/the guide, The LAW CONTROLS. Being that all Utilities—Companies has Defaulted in any requested Proof of any Consent to a Contract or Agree ment Verbalor Signed. As Stated in writing from the Deginning of all mydisputes Allhave been "PAID" according to statue, and codes. See additional attachments demostrating LAW and irrefutable Facts. The relief I am seeking being that all Bills have been laid, past and present. Allof my utility services be RESTORED IMMEDIATELY". SPITTED and GOOGLE! and my cases transferred to Equity Court toget an Judgement Decree for accrued injuries and Pain and suffering under Penalty of Perjury see FEE Schedule.  7. The relief requested is appropriate because Respondent has violated a
statute, tariff, or Commission regulation or order, as follows:
(Explain why the Commission should grant the relief you seek: the facts that constitute a violation of a statute, tariff, or Commission regulation or order.)
Seedetailed attachments!

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			Transcription and the section of the section
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## 7. The relief requested is appropriate because Respondent has violated a

#### statute, tariff, or Commission regulation or order, as follows:

(Explain why the Commission should grant the relief you seek: the facts that constitute a violation of a statute, tariff, or Commission regulation or order.)

This is additional pertinent information regarding Pain, Penalty of Perjury!

As a Indigenous people, Non-United States Citizen National of the United States for America(USA) Exclusive Equity as Beneficiary, Investor, Agent, Creditor, Consumer, FIDUCIARY. K.C. Water, Spire, Google Fiber, EVERGY INC, MISSOURI as my Fiduciary, Transfer Paying Agent to the FEDERAL RESERVE BANK Membership, Network between Bank to Bank and Fulfillment of Obligation's of the United States of America via the United States TREASURY. AT LAW Listed. Are in VIOLATION OF LAWS Listed

400.3-301. Person entitled to enforce instrument.,

400.3-302. Holder in due course.

400.3-306. Claims to an instrument.

400.1-308. Performance or acceptance under reservation of rights.

400.3-308. Proof of signature and status as holder in due course.

400.3-419. Instrument signed for accommodation.

(EXTREMELY IMPORTANT)400.3-420. CONVERSION OF INSTRUMENT.

400.4-211. When Bank gives value for purposes of holder in due course.

400.3-501 Presentment,

400.3-401, Signature.

400.3-402. Signature by representative.

400.4-201. Status of collecting bank as agent and provisional status of credits - applicability of article - item endorsed \* pay any bank \*.

400.4-204. Methods of sending and presenting - sending directly to pay or bank.

400.4-203. Effect of instructions.

400,3-602, Payment.

400.3-603. Tender of payment.

400.3-605. Discharge of endorsers and accommodation parties.

400.4-105. Bank - depositary Bank - payor Bank - intermediary Bank - collecting bank - presenting bank.

400.4-106. Payable through or payable at bank - collecting bank.

400.3-601. Discharge and effect of discharge.

400.3-604. Discharge by cancellation or renunciation.

Also additional options when or if necessary!

400.4-110. Electronic presentment.

From: TBS Inc.

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7. The relief requested is appropriate because Respondent has violated a

statute, tariff, or Commission regulation or order, as follows:

(Explain why the Commission should grant the relief you seek: the facts that constitute a violation of a statute, tariff, or Commission requisition or order.)

This is additional pertinent information regarding Pain, Penalty of Perjury!

As a Indigenous people, Non-United States Citizen National of the United States for America(USA) Exclusive Equity as Beneficiary, Investor, Agent, Creditor, Consumer, FIDUCIARY.

SPIRE, as my Fiduciary, Transfer Paying Agent to the FEDERAL RESERVE BANK Membership, Network between Bank to Bank and Fuffirment of Obligation's of the United States of America via the United States

TREASURY, AT LAW Listed. Are in VIOLATION OF LAWS Listed 400,3-301, Person entitled to enforce instrument.,

400,3-302. Holder in due course.

400,3-366. Claims to an instrument.

400.1-308. Performance or acceptance under reservation of rights.

400.3-308. Proof of signature and status as holder in due course.

400.3-419, instrument signed for accommodation.

(EXTREMELY IMPORTANT)400.3-420. CONVERSION OF INSTRUMENT.

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400.3-501 Presentment.

400.3-401. Signature.

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endorsed " pay any bank ".

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400.4-105. Bank - depositary Bank - payor Bank - Intermediary Bank - collecting bank - presenting bank,

400.4-106. Payable through or payable at bank - collecting bank.

400.3-601. Discharge and effect of discharge.

400.3-604. Discharge by cancesation or renunctation.

Also additional options when or if necessary !

400.4-110, Electronic presentment.

400.2A-501. Default - procedure.

400,3-307. Notice of breach of fiduciary duty.

Also at Law - 31 usc 3123. Payment of Obligations and interest on the public debt.

18 usc 8. Obligation or other security of the United States.

To: 15735261500

8. The Complainant has taken the following steps to present this matter to
the Respondent:
(Please describe in detail what steps you have already taken to resolve this complaint.)
I have been submitting Lawful documents to the
Missouri Public Service Commission since the beginning
1 aufell Bills of Exchange accepted as Holder in Due-
counce. I have suffered a great loss in depression.
Anxiety even face DEATH. Surviving Winter with NO
GAS, lenduring Cold with only Electricity, also
threathing toke Disconnected As an"MOOR" Indigenous
American/Allodia American/Vational Protected by
the Original Organic Constitution 101-171 by
where the LAND and All the Resources belong to the
People: I have no issues with United States Companies
seing Paid for there services. However the Supreme LAWOF
the LAND entitles me Remedy toutilize cashinstruments
to transfer and pay Debts obligated by the United
States of America Publicana Private 2 continue
me and my family as a result of Denial of Unalienable Rights
All Kight cheserved"

Alternate Contact Number

Attach additional pages, as necessary. Attach copies of any supporting documentation. Do not send originals of any supporting documentation.

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8. The Complainant has taken the following steps to present this matter to

#### the Respondent:

(Please describe in detail what steps you have already taken to resolve this complaint.)

I have submitted Bond and Securities for Deposit, reoccurring monthly as instructed with the Notice of Claim to Interest and received and agreed. No discrepancies expressed through writing as agreed.

I expect for mypccount to be credited monthly, and my Dividend forwarded to my bank kaccount of characteristic or Sent tome in the same registered instrument as Vaccepted for Full value as Holder in Due course for Deposit.

CERTIFICATE OF SERVICE

A copy of the foregoing has been served this 24 day of September 2024 upon counsel of record for all parties.

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Marquette Lumumba Mugabe Bey

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## ORDER TO CEASE AND DESIST

Attorneys are covered under FDCPA, they are acting as third party private debt collectors using a warrant of an attorney to bring a claim into court. Once Notice under a Cease and Desist Order, that the debt has yet to be validated, the debt collector must cease and desist all collection of the debt, per 15 USC 1692g(a)(5)(b)

## § 809. Validation of debts [15 USC 1692g]

- (a) Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing --
- (1) the amount of the debt;
- (2) the name of the creditor to whom the debt is owed;
- (3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;
- (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and
- (5) a statement that, upon the consumer's written

request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion collector debt the until thereof. verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector.

(c) The failure of a consumer to dispute the validity of a debt under this section may not be construed by any court as an admission of liability by the consumer.

for discharge of equity interest recovery on that portion of the public debt to its Principals, and Sureties bearing the obligations of THE UNITED STATES. "...31 USC Section 5118(d)(2) provided for many years that a requirement of repayment of debt in a particular kind of coin or currency could be made by legal tender. As of October 27, 1977, legal tender for discharge of debt is no longer required. That is because legal tender is not in circulation at par with the promise to pay credit. Negotiable Instruments via Guaranty Trust of New York v. Henwood, et al 59 S CT 847 (1933), 307 U.S. 847 (1939), FN3 NOS 384, 485 holds that 31 U.S.C. was enacted to remedy the specific evil of tying debt to any particular currency or requiring payment in a greater number of dollars than promised.

Page: 09/13

Since October 27, 1977, there can be no requirement of repayment in legal tender either.. since legal tender was not loaned and repayment need only be in equivalent kind: A negotiable instrument representing credit, i.e. an International Bill of exchange..." Or as otherwise stated; NO ONE TODAY CAN MAKE DEMAND IN PAYMENT IN ANY SPECIFIC COIN OR CURRENCY! This Bill of Exchange/Trade Acceptance is in accord with Public Law Chapter 48, 48 Stat. 112 & HJR 192 June 5, 1933 & the Uniform Commercial Code, and is presented for the receiver to the federal Window, for settlement (EFT), within the 3 day Truthin-Lending time for settlement. As of 1933 a person has lawful money of account to 'pay' debts at law without becoming a tort feasor; 'accepted for value' and 'Bills of exchange are lawful to discharge debt under Public Law 73-10, HJR-192 of 1933, Title 31 USC 3123, and 31 USC 5103 and by treaty; in this case the United nations Convention on International Bills of Exchange and International promissory notes (UNCITRAL) and the Universal Postal Union Headquartered in Berne Switzerland.

The International Bill of Exchange is legal tender as a national bank note, or note of a National Banking Association, by legal and/or statutory definition (UCC 4-105, 12 CFR Sec. 229.2, 210.2,12 USC 1813). Issued under authority of the UNITED STATES Code 31 USC 392, 5103, which officially defines this as a statutory legal tender obligation of the UNITED STATES, and is issued in accordance with 31 USC 3123 and HJR-192 (1933) which establish and provide for its issuance as "Public Policy" in remedy for discharge of equity interest recovery on that portion of the public debt to its principals, and sureties of the UNITED STATES. I declare that legal tender was not loaned by the bank and therefore legal tender does not have to be used in the repayment.

Citing the Henwwood case" "...negotiable Instruments via Guaranty Trust of New York v. Henwood, et al 59 S CT 847 (1933), 307 U.S. 847 (1939), FN3 NOS 384 485 holds that 31 U.S.C. 5118 was enacted to remedy the specific evil of tying debt to any particular currency or requiring payment in a greater number of dollars than

(1973), as amended by 88 Stat. 445 (1974), but did not address the 43.2 archibition of gold clauses. This omission was remedied in 1982, when the statute at issue was adopted (31 U.S.C.A. 5118(d)(2) (1983), (hereinafter "section 5118"). The language provided that obligations covered by gold clauses prior to 1977 are, as before, dischargeable dollar for dollar with United States currency. But "an obligation issued after October 27, 1977" is not so limited.

31 USC § 5118 - Gold clauses and consent to sue <a href="http://www.law.cornell.edu/uscode/text/31/5118">http://www.law.cornell.edu/uscode/text/31/5118</a>

In exercising its power to establish and regulate a national currency, Congress has, pursuant to 48 Stat 113 (1933); 31 USC 463, expressly forbidden the making of obligations payable in gold or any particular kind of coin or currency except that which it has declared legal tender at the time of payment:

'(a) Every provision contained in or made with respect to any obligation which purports to give the obligee a right to require payment in gold or a particular kind of coin or currency, or in an amount in money of the United States measured thereby, is declared to be against public policy; and no such provisions shall be contained in or made with respect to any obligation hereafter incurred. Every

obligation, heretofore hereafter incurred. or whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any coin or currency which at the time of payment is legal tender for public and private debts. Any such contained in any law provision authorizing obligations to be issued by or under authority of the United States, is hereby repealed, but the repeal of any such provision shall not invalidate any other provision or authority contained in such law.'

'(b) As used in this section, the term 'obligation' means an obligation (including every obligation of and to the United States, excepting currency) payable in money of the United States; and the term 'coin or currency' means coin or currency of the United States, including Federal Reserve notes and circulating notes of Federal Reserve banks and national banking associations.'

The constitutionality of 31 USC 463, supra, was upheld in Norman v Baltimore & Ohio RR Co, supra.

Presently, legal tender for the payment of all debts, including taxes, is declared in <u>79 Stat 255 (1965):</u> 31 USC 392 to be:

'All coins and currencies of the United States (including Federal Reserve Notes and circulating

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notes of Federal Reserve banks and national banking associations), regardless of when coined or issued, shall be legal tender for all debts, public and private, public charges, taxes, duties, and dues.' <a href="http://www.ag.state.mi.us/opinion/datafiles/1980s/op05934.htm">http://www.ag.state.mi.us/opinion/datafiles/1980s/op05934.htm</a>

31 USC 5103 - Sec. 5103. Legal tender <a href="http://us-code.vlex.com/vid/sec-legal-tender-19220308">http://us-code.vlex.com/vid/sec-legal-tender-19220308</a>

# 18 U.S.C. 8 - Sec. 8. Obligation or other security of the United States defined

The term "obligation or other security of the United includes all bonds. certificates States" bank currency, Federal indebtedness, national Reserve notes, Federal Reserve bank notes, coupons, gold **Treasury** notes, notes, United States certificates, silver certificates, fractional notes, certificates of deposit, bills, checks, or drafts for money, drawn by or upon authorized officers of the United States, stamps and other representatives of value, of whatever denomination, issued under any Act of Congress, and canceled United States stamps.

## HOW DO WE DISCHARGE A DEBT OBLIGATION?

The simplest way would be to select a form of money of exchange tender, that could be a draft or

To: 15735261500

discharge, to the extent of the amount of the tender, of the obligation of an <u>indorser</u> or accommodation <u>party</u> having a right of recourse with respect to the obligation to which the tender relates.

(c) If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

## § 3-601. DISCHARGE AND EFFECT OF DISCHARGE.

- (a) The obligation of a <u>party</u> to pay the <u>instrument</u> is discharged as <u>stated</u> in this Article or by an act or agreement with the <u>party</u> which would discharge an <u>obligation</u> to pay money under a simple contract.
- (b) Discharge of the obligation of a <u>party</u> is not effective against a person acquiring rights of a <u>holder in due course</u> of the <u>instrument</u> without notice of the discharge.



LOCATION 4800 E. 63rd St. Kansas City, MO 64130



13 ELIUIDLE FOR SHUTOFF. Your account is past due and eligible for shutoff. To avoid an interruption in service, please pay your Balance Forward in full. Paying your Balance Forward each month will prevent your service from being turned off in the near future. If you need help paying your bill, go to www.kcwater.us and click on Financial Assistance Resources or call 211 or (816) 474-5112. You may also set up a payment arrangement by calling (816) 513-1313.

#### USAGE COMPARISON:

See how this month's water usage compares to the same month last year.

2023

VS.

2024

Detach and return this portion with your payment Pay to the order of: Bey, Marguette



4800 E. 63RD STREET Accepted

DELINQUENT

Deposit

by 08/29/24



Billing Period: 31 Days 07/02/24 + 08/02/24

**ACCOUNT INFORMATION** 

Bill Date: 08/08/24

DELINQUENT

Account Number

Customer Name

Service Address

MARQUETTE LUMUM BEY

**ACCOUNT SUMMARY** 

Previous Balance

Payments Received

Balance Forward

Total Current Charges

Total Amount Due

Amount Due if Paid After 08/29/24

See reverse side for account details and additional information

**USAGE HISTORY** 

Monthly water usage shown in gallons

Bill Date

Account Number

Due Date

08/29/24

Total Amount Due

AMOUNT ENCLOSED

Amount Due if Paid After 08/29/24

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7440 4 AB 0.593 0234555 KAHS280059-ST.10RP-0746802007443

Bearen/Holder Bey Marquette L. M

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METER READINGS

1 CCF = 748 Gallons

STORMWATER

## KC WATER NEWS

Take A Drink! KC Water produces millions of gallons of safe, reliable drinking water every day. Read about Kansas City's drinking water quality in the annual Consumer Confidence Report at

To: 15735261500

https://tinyurl.com/KCWate/CCR23. To receive a copy by mail, call 816-513-1313

## ACCOUNT DETAILS

Billing Period: 31 Days 07/02/24 - 08/02/24

Previous Balance

Payments Received

Balance Forward

CURRENT WATER CHARGES

Water Service Charge

Water Usage Charge

CURRENT WASTEWATER CHARGES

Wastewater Service Charge

Wastewater Volume Charge

CURRENT STORMWATER CHARGES

Stormwater Charges

Total Current Charges

#### TOTAL AMOUNT DUE

#### AUTOPAY



Save time and enroll in Auto Pay Enroll online at www.licwater.us or call us **a**( 616,513,1313 M-F & 00am-5.00pm

#### ON THE GO



Pay your bill anywhere, anybine

Create an online account www.kcwaler.us

> Phone 816 513 0567

#### DROP BOX



KC Water Main (South) Entrance 4800 E. 6374 Sheet Kansas Chy, MO 64130 Drop off payments. 24 hours a day, 7 days a week

#### IN PERSON



KC Water 4800 F. 63rd Street Kansas City, MO 64130 Treasurer's Office Isl Floor 414 E. 12th Street Kansas City, MO 64105 M-F 9:00am-4:00pm

CONTACT US

Account inquiries may be submitted online at www.kewater.us then click on customer support of by calling

To report a water service issue or concern (no water, low water pressure, water main break or leak, sower SERVICE ISSUE odors, fire hydrant leak, etc.) pleaso call 816,513,1313 of 311, or visit us at Komo gov/311/.

1705/22/2018 1945 Reserved

NOTICE OF CLAIM TO INTEREST 02/12/2024 2nd-03/16/2024 and DEFAULT NOTICE

LAW IS THE GOVERNING PRINCIPLE OF ALL EVENTS, MAN IS GOVERN BY LAW NOT BY MAN. THEREFORE," LAW GOVERNS ALL EVENTS." Anyone who violates/breaks the law must suffer the consequences.

I Bey, Marquette Lumumba Mugabe/Agent here on behalf of MARQUETTE LUMUM8A MUGABE BEY/Principal. I Hereby accept all Titles, All Rights, All Interest, Guaranteed Equity owed to the Principal MARQUETTE LUMUMBA MUGABE BEY. I Hereby instruct Chief Financial Officer: Phil Cridlebaugh to apply Principals Belance to Principals Account # to bank account or mail dividend to Agent and apply to each and every billing cycle for set-off. Please apply this Tender of payment to the account within 5 business days after receipt of this notice. I also instruct Chief Financial Officer: Phil Cridlebaugh to communicate through writing if there are any discrepancies within 5 business days. If no communication is made within 5 business days after receipt of notice, then I can assume that the aforesaid instructions have been completed. Please refer to FEE SCHEDULE submitted.

By: Bey, Marquette L.M./Agent/Authorized Representative

For: MARQUETTE LUMUMBA MUGABE BEY/Principal

WITHOUT RECOURSE

These copies will be mailed out today, Formal Complaint for Companies EVERGY, KC WATER, SPIRE, GOOGLE FIBER, SPECTRUM, T-MOBILE, and AT&T . LIGHTS, WATER, and GAS, TELECOMMUNICATIONS

#### CERTIFICATE OF SERVICE

A copy of the foregoing has been served this 14 day of June, 2024 Upon counsel of record for all parties.

Marquette Lumumba Mugabe Bey:

'ALL RIGHTS RESERVED'

I hereby swear or affirm that the information above is true accurate and complete to the best of my knowledge, and that no relevant information has been omitted.

Dated: <u>0 (0/</u> /

Signature of Individual:

Notary Public

ander I. Lepry

ANDREA L LAFFERTY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 22944953
My Commission Expires Aug 15, 2026

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24/2024 18:15:38 CDT

To: 15735261500

Page: 10/11

From: TBS Inc.

Fax: 8882994271

Date Of Commission Expiry

Aug 1911,2026

Dear: Phil Cridlebaugh: Chief Financial Officer of KC WATER

I am writing to address my concerns regarding our recent and continued agreement that I assume to be a simple contract. However due to company denial for over a year, suspect has been a trust agreement. Upon further review and consultation with lawful discovery. I have come to realize that misleading and deceptive practices were used to make me believe that I was entering into a contract, when in fact. It appears to have been a trust agreement.

I would like to bring to your attention the importance of distinguishing between a Natural People, natural Living Man LAWFUL [person]; Bey, Marquette Lumumba Mugabe Bill in EQUITY/EXCLUSIVE EQUITY; Beneficiary, Creditor, Investor, Agent, Aurthorize Representative, Consumer and a legal person; BEY MARQUETTE, Marquette Bey, MARQUETTE LUMUMBA MUGABE BEY In this matter. As a Natural people/Natural living Man [person], I have certain rights/Unalienable rights and obligations that are separate from those of a legal entity, such as a Trust.

I assert that any agreement entered into must be done so with full bransparency and disclosure of the nature of the agreement, including whether it is a contract or a Trust agreement. I believe that I was misled into believing that I was entering into a contract, when in reality, it appears that I may have unknowingly become a party to a trust agreement.

In light of this revelation, If it is indeed a Trust agreement that I am the grantor of, I would like to properly express this trust and ensure that all necessary steps are taken to formalize and document the trust in accordance with legal requirements. If you are to continue to state it as a "contract, "I will need full accounting by way of the GAAP of both accounts receivable and accounts payable. This is the only acceptable proof of claim to it being a legally enforceable "contract,"

I have sent you a notice of claim to interest, with instructions on the Cash-instrument Tendering Payment and supporting laws in writing. There were no discrepancies within 5 to 14 business days indicated after receipt of notice with Cash-instrument. I request that a full review of the agreement be conducted to determine the true nature of the arrangement and to ensure that my rights as a Natural People/Natural Living Man [person] and as the Grantor of the Trust be protected. I also request that any misleading or deceptive practices be rectified and that any necessary actions be taken to address this matter. Then I can assume that the aforesaid instructions have been completed.

I appreciate your prompt attention to this issue and look forward to resolving this matter in a lawful and Equitable manner.

Thank you for your cooperation.

CERTIFICATE OF SERVICE

A copy of the foregoing has been served this 24 day of September 2024 upon counsel of record for all parties.

Marquette Lumentra Murgale Boy

Marquette Lumumba Mugabe Bey

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b. A different address:
(Address where service is provided, if different from Complainant's address)
(Cily) (State) (Zip Code)
3. Respondent's address is:
(Address of complainant)
(City) (State) (Zip Code)
4. Respondent is a public utility under the jurisdiction of the Missouri Public
Service Commission.
5. The amount at issue is: \$
is in dispute here.) (If your complaint is about money state how much
6. Complainant now requests the following relief:
(Explain what you want the Commission to do: the specific results you are seeking in this complaint.)
Under Pain, Penalty of Perjury I I seek to Tender Payment as agreed in the Simple Contract I submitted to KC WATER's Chief Financial Officer Phil Cridlebaugh, received on 02/12/2024 and agreed PAID I 400.3-602. Payment, 400.3-603. Tender of payment, As stated in The Notice of Claim to Interest along with instrument and Laws supporting transaction in the Simple Contract Instruct Chief Financial Officer Phil Cridlebaugh to apply Principals Balance to Principals Account # to each and every
Billing cycle for set-off.I also instructed Chief Financial Officer Phil Cridlebaugh to communicate through writing if there are any discrepancies within 5 business days.If no communication is made within 5 business days after receipt of notice, then I can assume that the aforesaid instructions have been completed.
I expect for my account to be credited monthly, and my dividend forwarded to my bank account of choice or sent to me in the same registered instrument as I accepted for Full value as Holder in due course for Deposit.



#### **IRREFUTABLE FACTS**

All Law is contract therefore in order for any claim to be made the contract must be produced. For Magistrate, [Karolin S. Walker, Regulatory Law Judge], by delegation of authority pursuant to Section 386.240, RSMo 2016. Of The Public Service Commission Of The State Of Missouri, to imply that the Writ in the Nature of Discovery does not have to be honored is a violation of my Constitutionally Secured Rights to Due Process of Law.

The 5th Amendment required that all persons within the United States must be given due process of the law and equal protection of the law.

In so refusing to honor the Writ in the Nature of Discovery and denial of the Notice of Default Judgment. Magistrate, [Karolin S. Walker, Regulatory Law Judge], by delegation of authority pursuant to Section 386.240, RSMo 2016. of The Public Service Commission Of The State Of Missouri, has violated his/her oath of office to uphold the United States Constitution.

"The Constitution for the United States of America binds all judicial officers at Article 6, wherein it does say, "This Constitution and the Laws of the United States which shall be made in pursuance thereof, and all Treaties made, or which shall be made under the authority of the United States, shall be the Supreme Law of the Land, and the Judges of every State shall be bound thereby, anything in the Constitution or laws of any state to the Contrary, not withstanding," see Clause 2."

As the small claims court is administrative Magistrate, [Karolin S. Walker, Regulatory Law Judge], by delegation of authority pursuant to Section 386.240, RSMo 2016. of The Public Service Commission Of The State Of Missouri, does not have jurisdiction to listen to, hear arguments, presentation, or rational.

"The parties to the Compact of the United States Constitution further agreed that the enumeration in the Constitution of certain Rights shall not be construed to deny or disparage others retained by the People (Article 9 of the Bill of Rights to the Constitution for the United States)."

CERTIFICATE OF SERVICE
A copy of the foregoing has been served this <u>24</u> day of <u>September</u> 2024 upon counsel of record for all parties.

Morguetto Lumundon Mungele Boy

Marquette Lumumba Mugabe Bey

To: 15735261500

Page: 2/3

From: TBS Inc.

Fax: 8882994271

"When acting to enforce a statue and its subsequent amendments to the present date, the judge of the municipal court, [Karolin S. Walker, Regulatory Law Judge], by delegation of authority pursuant to Section 386.240, RSMo 2016. is acting as an administrative officer and not in a judicial capacity; courts in administering or enforcing statues do not act judicially, but merely ministerially". Thompson v. Smith 154 SE 583.

Courts in administrative issues are prohibited from even listening to or hearing arguments, presentation, or rational." ASIS v. US, 568 F2d 284.

Ministerial officers are incompetent to receive grants of judicial power from the legislature, their acts in attempting to exercise such powers are necessarily nullities." Burns v. Supp. Ct., SF, 140 Cal. 1.

As a Magistrate, [Karolin S. Walker, Regulatory Law Judge], by delegation of authority pursuant to Section 386.240, RSMo 2016. Of The Public Service Commission Of The State Of Missouri and officer of the court, refusal to honor the Writ in the Nature of Discovery and Notice of Default Judgment is a violation of his/her oath of office.

As a Magistrate who should be well versed in law, Magistrate, [Karolin S. Walker, Regulatory Law Judge], by delegation of authority pursuant to Section 386.240, RSMo 2016. Of The Public Service Commission Of The State Of Missouri, knowingly committed fraud as she knowingly has been administering in a capacity which she does not have jurisdiction, delegation of authority, or judicial powers delegated from the legislature.

#### Nature of Relief Sought

This action seeks the Court to issue a Writ of Mandamus compelling Magistrate, [Karolin S. Walker, Regulatory Law Judge], by delegation of authority pursuant to Section 386.240, RSMo 2016. to honor the Default Judgment.

As the Writ in the Nature of Discovery was not Honored, the Notice of Default Judgment must be honored and all claims, petitions, suits, fillings with any third party corporations regarding my credit history be dismissed and expunged.

Respectfully submitted this the  $\underline{S}$  day of  $\underline{July}$ , 2024 = 1445 M.C.

I am: Marquette Lumumba Mugabe Bey Private, Special and Priority, Noble: Authorized Representative

Natural Person, By: Marquette Lumumba Mugabe Bey The Living Man of the Land/Soil and on the Land/Soil

All Rights Reserved:

U.C.C. 1-207/ 1-308; U.C.C. 1-103

Mailing Locations

Non-Domestic

2 Writ of Mandamas

See Attachments excerpts from CERTIFICATE OF U.S.NON-CITIZEN NATIONAL STATUS 1,2,3,4,33,34,35,36,37 of 41 and various affidavits of irrefutable Facts.

I hereby swear or affirm that the information above is true accurate and complete to the best of my knowledge, and that no relevant information has been omitted.

Signature of Individual:

Wasquette Lumurba Mugale Bey

Notary Public I. I.

Title And Rank

NOTON 190 P11 (

Date Of Commission Expiry

08/05/2025

HALEY LIPS

Notary Public-Notary Seal STATE OF MISSOURI

**Jackson County** My Commission Expires: 8/5/2025 Commission#21581988