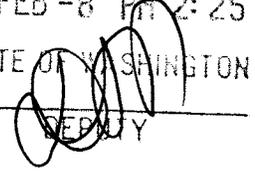


"ORIGINAL"

FILED
COURT OF APPEALS
DIVISION II

08 FEB -8 PM 2:25

STATE OF WASHINGTON
BY _____



COURT OF APPEALS
DIVISION TWO
OF THE STATE OF WASHINGTON

STATE OF WASHINGTON

Respondent,

V.

Douglas Eugene Baker/DOUGLAS
EUGENE BAKER/Aggrieved Sovereign,
Party/Appellant.

) Case No. 36472-7-II
)
) (Jefferson Case No. 02-1-00116-1)
) APPELLANT'S ADDITIONAL
) GROUNDS FOR REVIEW
) (Revoking Unconscionable Contract!)
)

"Mr. Baker's Additional Grounds For Review"

I, Douglas Eugene Baker, Pro-Per/A State Citizen here in **"The state of Washington"** under "the term 'United States' which designates the territory over which the sovereignty of the United States extends" and also is the collective name of the States...united by and under the Constitution, besides "The state of Washington's Constitution. **Please See: Hooven & Allison Co. V. Evatt, 324 U.S. 652 (1945)**, thank you. I also assert that I received and reviewed the opening brief prepared by my attorneys Jodi R. Backlund, No. 22917 and also Manek R. Mistry, No 22922, both active for Appellant's rights protected by both Constitutions. For which is my unalienable right to contract, for which I assert in these additional grounds declaring under the United States Constitution, **Article 1, Section 10. Which asserts: "No State...shall pass any... Law "IMPAIRING", the OBLIGATION of Contracts..." Thank You!**

Here below is a short summarizing additional grounds for review that are not addressed in attorneys brief prepared and filed on: January 15, 2008, due on February 14, 2008, which according to **RAP 10.10**, we have 30 days to enter my additional grounds, thank you.

FURTHER, I understand the Court of Appeals for "The state of Washington, Division Two, 950 Broadway, Suite 300, Tacoma,

considered on the merits, thank you."

"Additional Ground 1 (ONE)"

To make this ground one clear and understood by all to be informed during your reviewing as follows: I want to by law, which was denied me during this "Void Corporate Contract on appeal," I shall make it a point of law to assert, "in each state (Washington) there are two distinct governments. First, there is the constitutional state government of each state, for which one County, Grays Harbor, where I was released of this "NEXUS" and held for many months has "NO" Grays Harbor County stated in its Constitution, which is a great error. **ARTICLE V.**

Further, let's please go on to clearing what I am dealing with: "A Corporate State and the names of these lawful states are such as California State and Washington State, etc.

Then there is the corporate State which coexists with the Constitutional State. These corporate entities have withheld informing me when I was coerced into this Corporate Contract. Which are and should be entitled via the State of California, State of Washington, etc. Please in point, notice the use of capital letters when describing the Corporate State, thank you. So here is my ground one, State of Washington of this Corporate Contract lacks and violates in three issues: 1. Lacking Personam Jurisdiction, 2. Lacking Subject Matter Jurisdiction and 3. Lacking The Enacting Clause mandated, this meaning: "what about Statutes or Authorities **RCW 10.73.090** in Opening brief pages iii, 5, and 7? Also what about **RCW 10.73.180**, page five in brief?

These serious errors in brief Assignments violates 1, 2, and 3 of the Assignments of Errors and Issues pertaining to Assignments of Errors. Please See: Title 1 United States Code, Section 1, Note 12, United States V. United Mine Workers, 330 U.S. 258, 91 L.Ed 884, which held and declares as follows:

"In common usage, term "persons" does not include the sovereign, and statutes employing it will ordinarily not be construed to do so."

"Once Mr. Baker challenges the jurisdiction in a criminal case, the courts have the burden of proof pursuant to 5 USC 556 (d), Please See: Girty V. Logan, 6 Bash Ky. 8, and Lawrence V. Bassett, 5 Allen 140.

FURTHER, "every State constitution (except Virginia, Pennsylvania, Georgia, and Delaware, and the federal Constitution) mandates that an enacting clause be part of each and every law properly enacted by the State legislature, why didn't State of Washington Corporate inform Mr. Baker of this issue and the other two issues of Personam Jurisdiction and Subject Matter Jurisdiction?" ARTICLES: VI., VII., VIII., & IX.

With this in mind of ground one and informed by myself to STATE OF WASHINGTON, I assert: "Under oath and perjury," "that neither the United States Codes nor any State's Revised Statutes contain any enacting clauses WHATSOEVER!!! Meaning ALL current federal and State "laws" are "VOID" and Private Law or contracts, which are sure in question in this ground and this also means their Contract Corporate UCC or "LAWS." U.S.A Amendments: XI., XIV., XVII., and XXVI.

THEREFORE, according to **RAP 7.2(e)**, therefore in (b) Mistakes; "FRAUD" ect: (4) The Judgment is void, and also There are other grounds or issues in reasons justifying relief from the operation of judgment. I Motion the Court to Provide This above Relief from

**Judgment in the Criminal Rule 7 - 8, thank you! This is A DEMAND!
Article X.**

"Additional Ground 2 (TWO)"

2. There is a "LACK" or "NO" Corpus Delecti here in this criminal action and there are two criminal jurisdictions mentioned in the Constitution: One is under the Common Law and the other deals with International Maritime "CONTRACTS," under Admiralty Jurisdiction.

Equity is civil, and you said declare this is a criminal action, so it seems it would have to be under either the Common Law, or Maritime Law. But what really puzzles Mr. Baker, (Sirs or Mams), is that there for sure is not any appearances or reasoning that there is no CORPUS DELECTI HERE THAT COULD POSSIBLY GIVE THE COURTS A JURISDICTION OVER MY NATURAL BODY AND PROPERTY UNDER THE COMMON LAW. THEREFORE AND MUCH FURTHER, IT DOESN'T APPEAR TO MR. Baker/BAKER THAT THIS COURT OR THE COUNTY SUPERIOR COURT IS MOVING UNDER THE COMMON LAW. "Surely, This Court Is Not Operating Under An Admiralty Jurisdiction?"

"Additional Ground 3 (Three)"

3. In additional ground three there was a failure and error of STATE OF WASHINGTON to provide in Mr. Baker/BAKER'S case and contract the protection and rights that the U.S. Constitution is designed to protect the commercial interests of its sovereign's and corporate "PERSON'S" pursuant to Article I, Section 8, as follows:

"The Constitution of the United States was formed to establish a National government, and this Court and the County Superior Courts are a most important part of the government thus formed. The great object of the Constitution was to erect a government for commercial purposes, for mutual dealing." *Please See: **Bank of Augusta v. Earle, 38 U.S. 519, 13 Pet. 274 (1839), and U.S.***

Coast. Art.I, Sec.8.

It has been stated or Mr. Baker/BAKER was not informed in the Case or Contract in question on his property under TDC, that the **"person"** accused is **not**, and was **not**, the Secured Party and, therefore, the Jefferson County Superior Court and this Court is in error. SEE: Uniform Commercial Code (hereinafter **"U.C.C."**), **Section 1-201 (30)**, also: **ARTICLES: X., VI., VII., V., IV.,** and Amendments: **XI., XIV.**

U.C.C. 1-103 Supplementary general principle of law. Unless displaced by the particular provisions of this Title, the principles of law and equity, including the law merchant and the law relative to capacity to **"contract,"** principal and agent, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, or other validating or invalidating shall supplement its provisions.
U.C.C. 1-105.

Because the superior court dealt with a fictitious-corporate entity (See, **"Debtor"** as defined in **U.C.C. 9-105(d)** and as mentioned in other U.C.C. contract cases) and not the Sovereign, natural man, and failed to serve **"NOTICE"** that it was doing so (See, **U.C.C. Section 1-201 (26)** and **(27)**). **And that it be placed on the "record"** See: **U.C.C. Section 5-102(n)**, it has effectively created a **"fault"** (See, **U.C.C. Section 1-201(n)**), and a breach of **"good faith"** (See, **U.C.C. Section 1-201(19)**), therefore ANY **contract cannot** be binding. Please See, **U.C.C. Section 1-201(3)** and **(11)**). **No sanction can be imposed** upon the Secured Party/Sovereign or Defendant/Appellant. However, the **"STATE OF WASHINGTON"** Cause and Void Contract does leave this **"aggrieved party"/Appellant** opportunity for remedy (relief) and the Rights afforded by the **U.C.C. Section 1-106(1) (2), 1-201(34) (36)**; and the State and Federal Constitutions. Sixth and Fifth Amendment along with Article I and 9.

In this Cause concerning Corporate Contract made unlawfully,

the "**STATE OF WASHINGTON**" court completely disregarded the principles and importance of "**good faith**" (See, **U.C.C. Section 1-203**) (**[e]very contract or duty** within this Title imposes, without prejudice, an obligation of "**good faith**" in its "**performance or enforcement**" for failure to submit a **valid criminal complaint on the record**, thereby, **DIVESTING** itself of jurisdiction over the subject matter. and/or proper party. Sixth Amendment.

"Additional Ground 4 (Four)"

4. This additional ground 4 (four), amounts to more than many different kinds of punishment! But, check out the plea agreement, many other county superior court cases nexus and working together to do more than punish Mr. Baker/BAKER/Appellant, but the contract involves three or four Double punishments and just one double punishment is more than double jeopardy! Besides everyone knows, that according to all sentencing 'case law' between November 1, 1987 and (See Booker) January 12, 2005 is now "**VOID**" suspect at the very least due to the fact that ALL those government statements were based on "**INVALID LAW!**" What about all your "Oaths of Office(s)?"

This must take note that Defendant/Appellant was under coercion and continued duress during his being threatened and in a TDC action asserts: I, Douglas Eugene Baker/DOUGLAS EUGENE BAKER/APPELLANT DID NOT KNOWINGLY AND INTELLIGENTLY OR VOLUNTARILY SIGN THAT/THIS COMPREHENSIVE VOID PLEA! Because plainly looking at the plea agreement, it's more than double jeopardy; within all reasoning ALL events of the dismissed and overturned Clallam Case and ALL seized property should be returned. Then the unlawful Jefferson Case should stand alone without any of the Clallam charges or seizures, it looks like Jefferson is also in their continued double jeopardy, which should stand alone without any of the Clallam punishment of many years but was over-turned and found innocent of such things going on to **steal Mr. Baker's/BAKERS "property"**. These two county cases

are in different counties and causes with their own individual case numbers, as the plea nexus them together; but in real law and actions of **JUSTICE: "THERE IS NO NEXUS TO THESE THREE OR TWO CASES, I Should be protected by 4th Amendment and also: The Bill of Rights: V & IV.**

How about our "BILL OF RIGHTS?" *Please See, Article IV, The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, read on my alleged friends, something is really wrong!*

And what this additional ground 4 is all about: **ARTICLE V, "nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb! Lets ALL reason this out, while I confess under perjury, in assertion and declaring: "This is under the penalties of perjury, true and honest statements as follows: I, Douglas Eugene Baker paid for 20 years of bank payments, taxes on my land, can I please be stopped from punishment and be protected by Article IV, In my RIGHTS!?"**

"ADDITIONAL GROUND 5 (Five)"

This additional ground 5 must be and should be under penalties of perjury, for which I declare under oath:

5. Additional 5 (five) is a total failure of so many things of injustice, but is most obvious that according to the upper additional grounds there is more than bad faith by officials, some who are not even alive anymore, and some who just don't work for certain counties or even have a job with this tyranny and unlawful action but lets reason together in a summary of things, but most of all: there should be no nexus both of Jefferson Superior Court Cause No. 02-1-00116-1 and transcripts of April 09, 2007, proof as on May 21, 2007, there is a page in those transcripts on page 37, statement by Court, paragraph 24-25, "THE COURT: where was your client at between May 25th and January

13th? Bill of Rights: VII., VIII., IX., and X.

Then page 38, on transcripts of May 21, 2007, Counsel Mr. Loun: "Incarcerated" this was part of the punishment of being unlawfully incarcerated, which begins to show more and more from here, that Mr. Baker/Wife/Two Children kidnapped from their private school and wife sexually assaulted by officials being pulled naked from her shower and thrown outside in front of me to humilate her!(without a female cop)!!!! With a false/fraudulent search warrant under gun point, you bet, Mr. Baker was **"INCARCERATED"!!!!!!!!!!!!!!!!!!!!!!!!!!!!**

Yes, I was being punished and in anguish because I was/am being acted on in "domestic terrorism" or "homegrown terror," by many officials under their color of law, yes I was and still am being punished by a both counties, not counting "Grays Harbor", where it's not noted to be a County in "The State of, Washington, especially in its Constitution!!!"

Check things out, just look at plea agreement, they didn't even have my proper name: Douglas Baker/DOUGLAS BAKER, THAT'S NOT MY NAME!! My name is my sovereign name: Douglas-Eugene: Baker/false: DOUGLASEUGENEBAKER.

This additional ground five involves my rights and my New Declaration of Independence, entered in Congress, May 22, 1998, which is the very: "The Unanimous Declaration of the Sovereign Citizens of the United States of America": "When You Can Make Time To Know What Real Freedom is and Real Sovereign Citizens are, let me know, I send you a copy at a prize!

YES, you breached, void judgment & orders, with a void contract, of your failures:" YES, I am: "Part of We, the American People, here is for your corrections of your failures:" Read This Last Paragraph If You Want The Truth:

We, Therefore, the Representatives of the united states of America, in General Congress, Assembled, appealing to the Supreme Judge of the world for the rectitude of our intentions, do, in the name, and by authority of the American People, solemnly publish and declare, That the American People are, and of right ought to be "FREE AND INDEPENDENT BEINGS:" that they are absolved from all allegiance to the United States legislative democracy federal government, the corporate States, Counties, Townships,

and any and all other non-constitutional governments, or any of their agencies or representatives, and that all political connection between them and the United states federal government, corporate state governments, corporate County and corporate Township governments, and any other non-constitutional government or non-government organization, and any of their agencies or representatives, including without limitation, the communist United Nations, is and ought to be totally dissolved; and that as free and independent People, they have full power to determine how they will live - without damage to their neighbors. **FURTHER**, any lawful de jure states as established by the American People shall have the right to levy war, conclude peace, and contract alliances, establish commerce, and to do all other acts and things which independent states may of right do. And for the support of this Declaration, with a firm reliance on the protection of Divine Providence, we mutually pledge to each other our lives, our fortunes, and our sacred. honor. Amendments: XI., XIII., XIV., and XVII.

"There should be all kinds of additional grounds, and I hope you enjoyed a very brief summary, which is part of additional ground five (5)***** DATED: 02/07/2008, done in Good Faith but made short, for the sake of MY "End Of Justice."

"Without Prejudice To ANY Of Those Rights: (U.C.C. 1-207)!"

(Full Name) By My Signature: _____



Mr.: Douglas-Eugene: Baker, Appellant
Owner & President ~ Hard Rock Trucking, Inc.