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Court of Appeals
Division II
State of Washington
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COURT OF APPEALS
DIVISION II
OF THE STATE OF WASHINGTON

Ngoma Howard, Appellant

Vs

Jessica Howard, Respondent

Brief of Appeal from a Judgment of The Superior Court, County of Pierce, Washington

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Appellant
Self-Represented

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A. **Informal Briefing Procedures.:**

The Writ SHALL not be dismissed for lack of form or failure of process. All the pleadings must be as any reasonable man/woman would understand. Clearly written, affidavits of facts and law.

"And be it further enacted. That no summons, writ, declaration, return, process, judgment, or other proceedings in civil cases in any of the courts or the United States, shall be abated, arrested, quashed or reversed, for any defect or want of form, but the said courts respectively shall proceed and give judgment according as the right of the cause and matter in law shall appear unto them, without regarding any imperfections, defects or want of form in such writ, declaration, or other pleading, returns process, judgment, or course of proceeding whatsoever, except those only in cases of demurrer, which the party demurring shall specially sit down and express together with his demurrer as the cause thereof. And the said courts respectively shall and may, by virtue of this act, from time to time, amend all and every such imperfections, defects and wants of form, other than those only which the party demurring shall express as aforesaid, and may at any, time, permit either of the parties to amend any defect in the process of pleadings upon such conditions as the said courts respectively shall in their discretion, and by their rules prescribe (a)"

Judiciary Act of September 24, 1789, Section 342, FIRST CONGRESS, Sess. 1, ch. 20, 1789

The clerk provides an informal brief form to be used by the parties. The form asks for the issues on appeal and the supporting facts and argument. The parties need not limit their briefs solely to the form. An additional supporting memorandum may be attached, but the informal brief and any supporting memorandum cannot exceed the length limitations established for formal briefs (up to 30 pages if handwritten or prepared on a typewriter). It is unnecessary to attach record excerpts since the record is before the

Court. *It is not necessary to cite cases in an informal brief.* One brief is filed with the court and copies are served on the other parties to the case. Loc. R. 34(b)

Assignments of Error:

1. The court erred in claiming jurisdiction because State courts may not oversee federal laws and statutes "It is impossible to prove jurisdiction exists absent a substantial nexus with the state, such as voluntary subscription to license. All jurisdictional facts supporting claim that supposed jurisdiction exists must appear on the record of the court." *Pipe Line v Marathon*.
2. The Judge/Court erred by granting the motion to enforce the property settlement agreement, the CR 2A agreement, and all the elements within that agreement. The error was rooted in Fraud, coercion, inequity and harmful intent. The marriage contract is implied and does not meet all elements of a contract
3. The Court erred in granting the order of child and spousal support, and the parenting plan. There is nothing criminal about child support/spousal support. The alleged consequences of criminal nonsupport are voluntary and hidden.
4. The court erred in ruling to enforce the CR 2A document because he/she was acting as an administrative officer and not in a judicial capacity.
5. The judge/court erred in enforcing the motion because there are clear elements of fraud in claims 1,2, and 3 and the marriage contract with the state.
6. The judge/court erred in electing to enforce the spousal support order and the dissolution of marriage contract. The presumption of correctness was an error as there is clear evidence of fraud by the state/county clerk, duress due to psychological effects of P.T.S.D. from domestic violence and social emotional abuse.

7. The judge/court erred in granting spousal support based on the fact that The Social Security Act of 1935 is also a voluntary program and as such "No state shall convert a liberty into a privilege, license it, and attach a fee to it." I do not consent.

8. The judge/court erred in granting spousal support and child support: As I did not consent and cannot be made to consent to a voluntary program.

B. Statement of the Case:

Jessica Howard requested that the court enter an order enforcing the parties property settlement agreement signed July 13th 2017 *RP 4-5*. As I had come to specific realizations and new information pertaining to this process, I objected to the motion by filing a motion to prepare an adequate defense. It was denied without cause. I also stated in court that I was making a special appearance without waiving any rights nor was I unintentionally putting myself at the mercy of the court *RP 6-7*. Additionally the court refused my legal right to inquire as to the administrative or judicial nature of the proceedings so that I could formulate an appropriate argument, objection, motion, and or defense. In this case the court concluded

C. Summary of Argument _____

"Defense of lack of jurisdiction over the subject matter may be raised at any time, even on appeal." *Hill Top Developers v. Holiday Pines Service Corp.* 478 So. 2D, 368 Fla a DCA 1985)

"Once challenged, jurisdiction cannot be assumed, it must be proved to exist." **Stuck v. Medical Examiners 94 Ca 2d 751. 211 P2d 289**

"There is no discretion to ignore that lack of jurisdiction." **Joyce v. US, 474 F2d 215**

"Where jurisdiction is contested, the burden of establishing it rests upon the plaintiff." **Loos v American Energy Savers, Inc., 168 I11.App.3d 558, 522 N.E.2d 841(1988)**

"the burden of proving jurisdiction rests upon the party asserting it." **Bindell v City of Harvey, 212 I11.App.3d 1042, 571 N.E.2d 1017(1st Dist. 1991)**

"Court must prove on the record, all jurisdiction facts related to the jurisdiction asserted." **Lantana v. Hopper, 102 F. 2d 188; Chicago v. New York 37 F.Supp. 150**

"...judges who become involved in enforcement of mere statutes (civil or criminal in nature and otherwise), act as mere "clerks" of the involved agency..." **K.C. Davis, ADMIN. LAW, Ch. 1 (CTP. West's 1965 Ed.)**

"It is the accepted rule, not only in state courts, but, of the federal courts as well, that when a judge is enforcing administrative law they are described as mere 'extensions of the administrative agency for superior reviewing purposes' as a ministerial clerk for an agency..." **30 Cal 596; 167 Cal 762**

"When acting to enforce a statute and its subsequent amendments to the present date, the judge of the municipal court is acting as an administrative officer and not in a judicial capacity; courts administering or enforcing statutes do not act judicially, but merely ministerially...but merely act as an extension as an agent for the involved agency -- but only in a "ministerial" and not a "discretionary capacity..." **Thompson v. Smith, 154 S.E. 579, 583; Keller v. P.E., 261 US 428; F.R.C. v. G.E., 281, U.S. 464**

TABLE OF AUTHORITIES

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- Blake, 95 Conn. 194, 110 A. 833, 834
- Blessing, *supra*, 520 U.S. at 343, 117 S. Ct. at 1361, 17 L. Ed. 2d at 584.
- Blessing v. Freestone, 520 U.S. 329 (1997)
- Chambers v. Birmingham Trust & Savings Co., 232 Ala. 609, 168 So. 893.
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- N.E. 761; Federal Life Ins. Co. v. Maxam, 70 Ind.App. 266, 117 N.E. 801, 807
- In re Marriage of Shaner , 252 Ill. App. 3d 146, 624 N.E.2d 1217 (1993)
- Jenks v. Jenks , 232 Conn. 750, 657 A.2d 1107 (1995).
- Segal v. Segal , 278 N.J. Super. 218, 650 A.2d 996 (App. Div. 1994). As persuasive authority, the court cited *Golding v. Golding* , 176 A.D.2d 20, 581 N.Y.S.2d 4 (1992), and *Perl v. Perl* , 126 A.D.2d 91, 512 N.Y.S.2d 372 (1987).
- . [Railroad Retirement Board v. Alton Railroad Co., 295 U.S. 330, 55 S. Ct. 758 (1935)]
- Shafmaster v. Shafmaster,
- Trinsey vs, Paglearo- motion to dismiss for failure to state a claim unsupported by affidavits or depositions is incomplete because it requests this court to consider facts outside the record which have not been presented in the form by rules 12(b) (6) and 56 (c). Statements of counsel in their briefs or argument while enlightening to the Court are not sufficient for purposes of granting a motion to dismiss or summary judgement'
- American Psychological Association. (n.d.). Trauma. Retrieved September 26, 2014, from <http://www.apa.org/topics/trauma/>

- (Wehunt vs Ledbetter: No. 87-8345. United States Court of Appeals, Eleventh Circuit June 27, 1989)
- Williams vs. Williams 217 Ind. 581, 29 NE 2nd. 557, 558

Constitutional Provisions

A provision is: a statement in an agreement or a law that a particular thing must happen or be done: Therefore, my stated claim is that provisions are not law rather statements in agreement or contract. *PROVISION. Foresight of the chance of an event happening, sufficient to indicate that any present undertaking upon which its assumed realization might exert a natural and proper influence was entered upon in full contemplation of it as a future possibility. Appeal of Blake, 95 Conn. 194, 110 A. 833, 834*

Statutes

- Fed. R.Civ.P. 12(b)(1) for lack of subject matter jurisdiction

Other Authorities

1. Title [26, U.S.C. 204](#), has no asterisk ("*"), thus indicating that Title 26 has NOT been enacted into positive law. As a consequence, the Title as such is only prima facie evidence of the Statutes at Large. This fact has also been confirmed by the Speaker of the House of Representatives. There is also much evidence that the consistent legislative practice by Congress is to use the term "this title" to refer to Titles of the United States Code.

2. **Title 42: Public Health and Welfare.** Social Security is in this title. It is not positive law and therefore imposes no obligation upon anyone who does not volunteer to be subject to it.

3. The AFDC program is a contractual arrangement by which the federal government and the states work together. (*Wehunt vs Ledbetter: No. 87-8345. United States Court of Appeals, Eleventh Circuit June 27, 1989*)

4. A paternity acknowledgment involves the legal establishment of fatherhood for a child through a **voluntary acknowledgment signed by both parents** as part of an in-hospital or other acknowledgement service. Services are offered. I am not inclined to accept the offer.

5. **Voluntary:** Proceeding of one's own initiative from consent derived without duress, force or fraud being applied. Proceeding with informed and full knowledge and participation of the person or entity against whom any possibly adverse consequences or liabilities may result and which the consenting party wills and wishes this to happen.

Services: purposes of, any services rendered by an individual during a period of trial work shall be deemed not to have been rendered by such individual in determining whether his disability has ceased in a month during such period. For purposes of this subsection the term **"services"** means activity (whether legal or illegal) which is performed for remuneration or **gain or is determined by the Commissioner of Social Security to be of a type normally performed for remuneration or gain.** 42 USC § 422(c)(2)

EQUITY. In its broadest and most general signification, this term denotes the spirit and the habit of fairness, justness, and right dealing which would regulate the

intercourse of men with men, —the rule of doing to all others as we desire them to do to us; or, as it is expressed by Justinian, "to live honestly, to harm nobody, to render to every man his due." Inst. 1, 1, 3. It is therefore the synonym of natural right or justice. But in this sense its obligation is ethical rather than jural, and its discussion belongs to the sphere of morals. It is grounded in the precepts of the conscience, not in any sanction of positive law.

Consent: A concurrence of wills. Voluntarily yielding the will to the proposition of another; acquiescence or compliance therewith: *There is a difference between consenting and submitting. Every consent involves a submission; but a mere submission does not necessarily involve consent. 9 Car. & P. 722.*

6. **Paternity:** Was established as a result of marriage however, when applying for a marriage contract, I/We were not informed by the county clerk that we were contracting with the state. We also were not told that any child derived from our marriage automatically became a recognized paternity acknowledgement thus binding me/us to legal consequences based on a voluntary process that was not given as an option in writing. This is a violation of contract law as it refers to notice and acceptance. It is also a due process violation. This is fraud, duress, and concealment.

A. Assignments of error

The Judge/court erred by granting the motion to enforce the property settlement agreement, the CR 2A agreement, and all the elements within that agreement. The court has no jurisdiction to rule on child and spousal support. The CR 2A agreement error was rooted in Fraud, duress,

coercion, inequity and harmful intent. Specifically, my motion to appeal based on the evidence to come in claims 1,2,3,4,5,6,7,8.

No. 1

Stated Claim #1: The judge/court erred in granting the motion to enforce order of Child Support because the court/judge lacks jurisdiction. State courts may not oversee federal laws and statutes. My claim further states the rulings and all proceedings do not comport with the law of equity.

No. 2

Stated Claim #2 The judge/court erred in ruling to enforce the property settlement agreement, the order of child and spousal support, and the parenting plan. There is nothing criminal about child support. The alleged consequences of criminal nonsupport are voluntary and hidden. It does not exist because there is no tort. More importantly, child support is 100% voluntary. It is not positive law and imposes no obligation upon anyone who does not volunteer to be subject to it.

No. 3

Stated Claim #3 The court/judge erred in ruling to enforce the property settlement agreement and dissolution of marriage. The marriage contract is implied and does not meet all elements of a contract. I claim this to be fraud. I was not allowed to make my case to the court and introduce new evidence. A party seeking supplementation with materials that do not fall within the scope of FRAP 10(e)(2) or FRE 201 can seek to invoke the courts' inherent equitable authority to supplement the record. The federal courts of appeals generally exercise their inherent equitable authority to permit supplementation if (1) post-judgment changes in the law affect the suitability of the outcome, (2) post-judgment changes in the facts alter the suitability of injunctive relief, (3) post-judgment changes in the facts divest the court of its subject-matter jurisdiction, or (4) the

court is convinced, after factoring in the principles of fairness, truth, and judicial efficiency, that the balance of equities tips in favor of supplementation.

No. 4

Claim #4 The judge/court erred in ruling to enforce the CR 2A document because she was acting as an administrative officer and not in a judicial capacity.

“When acting to enforce a statute and its subsequent amendments to the present date, the judge of the municipal court is acting as an administrative officer and not in a judicial capacity; courts administering or enforcing statutes do not act judicially, but merely ministerially....but merely act as an extension as an agent for the involved agency -- but only in a “ministerial” and not a “discretionary capacity...” **Thompson v. Smith, 154 S.E. 579, 583; Keller v. P.E., 261 US 428; F.R.C. v. G.E., 281, U.S. 464**

No. 5 Stated Claim # 5. The judge/court erred in enforcing the motion because there are clear elements of fraud in claims 1,2, and 3 and the marriage contract with the state.

No. 6

Stated Claim #6: The judge/court erred in electing to enforce the spousal support order and the dissolution of marriage contract. The presumption of correctness was an error as there is clear evidence of fraud by the state/county clerk, duress due to psychological effects of P.T.S.D. from domestic violence, social emotional abuse, non-willing member of alcohol abuse and infidelity by my wife. I am a victim of domestic violence, social emotional abuse, non-willing member of alcohol abuse by family association, fraud, and infidelity by Jessica Howard.

No. 7

Stated Claim #7: The judge/court erred in granting spousal support based on the fact that The Social Security Act of 1935 is also a voluntary program and as such "No state shall convert a liberty into a privilege, license it, and attach a fee to it."

Murdock v. Pennsylvania, 319 US 105

The federally mandated Child Support Enforcement (IV-D) Program was created in 1975 by the Social Security Act. The program was created to establish paternity and to secure child support from non-custodial parents (NCPs). Since 1975, amendments to the Act have expanded the scope of the program to include certain aspects of spousal support and medical support enforcement.

No. 8

Stated Claim #8: The judge/court erred in granting spousal support and child support: As I did not consent and cannot be made to consent to a voluntary program. "Consent in law is more than mere formal act of the mind. It is an act unclouded by **fraud, duress**, or sometimes even mistake."

Butler v. Collins, 12 Calif., 157. 463.

Issues Pertaining to Assignments of Error

Whether the court abused its discretion in not applying the ruling to enforce the property settlement agreement and dissolution of marriage. A validly formed contract must provide a basis for determining the existence of a breach and for giving an appropriate remedy [Restatement § 33; UCC § 2-204].

Whether the court abused its discretion in not applying the universal guarantee of due process in the Fifth Amendment to the U.S. Constitution, which provides "No person shall...be

deprived of life, liberty, or property, without due process of law," and is applied to all states by the 14th Amendment.

Whether the court abused its discretion in not applying the Title IV D rules to this case which states 42 U.S. Code § 300a-5 - Voluntary participation by individuals; participation not prerequisite for eligibility or receipt of other services and information

Whether the court abused its discretion in not properly applying the code by ruling to grant child and spousal support. **42 U.S. Code § 654 - State plan for child and spousal support program** falls under **voluntary participation**, and it is a **voluntarily contracted service by the state**, I am not obligated to participate per 42 U.S. Code 500 a-5

Whether the court abused its discretion in not applying jurisdiction as to the record of the court when challenged "It is impossible to prove jurisdiction exists absent a substantial nexus with the state, such as voluntary subscription to license. All jurisdictional facts supporting claim that supposed jurisdiction exists must appear on the record of the court." **Pipe Line v Marathon. 102 S. Ct. 3858 quoting Crowell v Benson 883 US 22**

Constitutional rights vs. state rights.

2. "Once challenged, jurisdiction cannot be assumed, it must be proved to exist." **Stuck v. Medical Examiners 94 Ca 2d 751. 211 P2d 289**

"There is no discretion to ignore that lack of jurisdiction." **Joyce v. US, 474 F2d 215**

3. **Presumption:** An assumption that is deemed fact unless rebutted by reliable conflicting evidence. When prima facie evidence is provided (clear on its face as to facts), it becomes a rebuttable presumption. Evidence. A presumption which is presumed valid but which is subject to conflicting evidence being presented which effectively rebuts or overturns the presumption.

4. **Constitutional rights vs. state rights.**

"The Constitution for these United States of America is the Supreme Law of the Land. Any law that is repugnant to the Constitution is null and void of law and effect from its inception."

Marbury v. Madison, 5 US 137

1. Do you have a right?

2. If you have a right and it is violated, do the laws of the country afford a remedy?

3. If you have a remedy at law is it a mandamus issuing from this court?

The opinion of the court on all three questions was yes, yes, yes.

I do not nor have I ever consented to a marriage contract with the state/county, and or government. All elements of consent or implied consent were and continue to be done with fraud and duress as the evidence has shown.

"Statutes that violate the plain and obvious principles of common right and common reason are null and void."

Bennett v. Boggs, 1 Baldwin. 60 (1830).

"Consent in law is more than mere formal act of the mind. It is an act unclouded by fraud, duress, or sometimes even mistake."

Butler v. Collins, 12 Calif., 157. 463.

"A waiver of constitutional rights in any context must, at the very least, be clear; contractual language relied upon must on its face amount to a waiver."

Fuentes v. Shevin, 107 US 67 (1983).

"Every consent involves a submission, but it by no means follows that a mere submission involves consent."

Regina v. Day, 9 Car. & P. 722.

"No state shall convert a liberty into a privilege, license it, and attach a fee to it."

Murdock v. Pennsylvania, 319 US 105

"A state may not impose a charge for the enjoyment of a right granted by Federal constitution."

at 113, (1943).

"If a state converts a liberty into a privilege the citizen can engage in the right with impunity."

Shuttlesworth v. Birmingham, 373 US 262

"Where rights secured by the Constitution are involved, there can be NO rule making or legislation which would abrogate them."

Miranda v. Arizona, 384 US 436

"Any unconstitutional act is not law, it confers no rights, it imposes no duties, it affords no protection, it creates no office, it is an illegal contemplation, as inoperative as though it had never been passed."

Norton v. Shelby County, 118 US 425

B. Statement of the Case

On July 13th 2017, the judge signed an order to enforce a settlement agreement. The respondent asked the court if they had jurisdiction and the judge wrongfully stated she had jurisdiction to rule on this matter. The judge/court erred in granting the motion to enforce order of Child Support because the court/judge lacks jurisdiction. State courts may not oversee federal laws and statutes.

Furthermore, *Title IV-D does not give individuals a federal right to force a state agency to substantially comply with Title IV-D. Pp.340-349.* The court also refused to answer my question as to the nature of the proceeding. This is the universal guarantee of due process is in the Fifth Amendment to the U.S. Constitution, which provides "No person shall...be deprived of life, liberty, or property, without due process of law," and is applied to all states by the 14th Amendment. From this basic principle flows many legal decisions determining both procedural and substantive rights. In an administrative court or proceeding, a judge ceases to set as a judicial officer because the governing principals of administrative law provides the courts are prohibited from substituting their evidence, testimony, record, arguments and rationale for the agency. Additionally, courts are prohibited from their substituting their judgements for the agency. **AIISI v US, 568 F2d 284.** Child support and Spousal support are Title IV D programs and as such are voluntary. When Title IV-D of the Social Security Act was originally passed, it only had provisions pertaining to the enforcement of child support obligations. State CSE agencies could not attempt any collection of spousal support obligations. When there was a single order that contained both child and spousal support, the State CSE agency could only take steps to collect the child support portion of the order, even though spousal support was required to be assigned to the State as a condition of receiving public assistance.

C. **Summary of Argument**

RP 7-10 In signing the final pleadings, the court ruled that they are in accordance with the CR 2A agreement that was lawfully entered and has not been appropriately or lawfully challenged

Judges who become involved in enforcement of mere statues (civil or criminal in nature and otherwise), act as mere "clerks" of the involved agency..." K.C. Davis, ADMIN. LAW, P. 95, (CTP,6 Ed West's 1977) FRC v G.E. 281 US 464; Keller v PE, 261 US 428.

D. Argument

Claim #1

1. The judge erred in claiming jurisdiction without meeting the burden of proof as required by law. "It is impossible to prove jurisdiction exists absent a substantial nexus with the state, such as voluntary subscription to license. All jurisdictional facts supporting claim that supposed jurisdiction exists must appear on the record of the court." **Pipe Line v Marathon. 102 S. Ct. 3858 quoting Crowell v Benson 883 US 22**
2. "Jurisdiction can be challenged at any time," and "Jurisdiction, once challenged, cannot be assumed and must be decided." **Basso v. Utah Power & Light Co. 395 F 2d 906, 910**
3. "Defense of lack of jurisdiction over the subject matter may be raised at any time, even on appeal." **Hill Top Developers v. Holiday Pines Service Corp. 478 So. 2D, 368 Fla a DCA 1985)**
4. "Once challenged, jurisdiction cannot be assumed, it must be proved to exist." **Stuck v. Medical1 Examiners 94 Ca 2d 751. 211 P2d 289**
5. "There is no discretion to ignore that lack of jurisdiction." **Joyce v. US, 474 F2d 215**
5. "Where jurisdiction is contested, the burden of establishing it rests upon the plaintiff." **Loos v American Energy Savers, Inc., 168 I11.App.3d 558, 522 N.E.2d 841(1988)**
6. "the burden of proving jurisdiction rests upon the party asserting it." **Bindell v City of Harvey, 212 I11.App.3d 1042, 571 N.E.2d 1017(1st Dist. 1991)**
7. "Court must prove on the record, all jurisdiction facts related to the jurisdiction asserted." **Lantana v. Hopper,102 F. 2d 188; Chicago v. New York 37 F.Supp. 150**

If you challenge jurisdiction and they say nothing, then they are NOT disputing the fact that they have no jurisdiction, which means that it is NOT a court. That means that the

so-called Judge is NOT a Judge, but is instead a bought and paid for Clerk masquerading as a Judge

8. "...judges who become involved in enforcement of mere statutes (civil or criminal in nature and otherwise), act as mere "clerks" of the involved agency..." **K.C. Davis, ADMIN. LAW, Ch. 1 (CTP. West's 1965 Ed.)**
9. "It is the accepted rule, not only in state courts, but, of the federal courts as well, that when a judge is enforcing administrative law they are described as mere 'extensions of the administrative agency for superior reviewing purposes' as a ministerial clerk for an agency..." **30 Cal 596; 167 Cal 762**
10. "“When acting to enforce a statute and its subsequent amendments to the present date, the judge of the municipal court is acting as an administrative officer and not in a judicial capacity; courts administering or enforcing statutes do not act judicially, but merely ministerially....but merely act as an extension as an agent for the involved agency -- but only in a “ministerial” and not a “discretionary capacity...” **Thompson v. Smith, 154 S.E. 579, 583; Keller v. P.E., 261 US 428; F.R.C. v. G.E., 281, U.S. 464**
11. All Clerks masquerading as a Judge cannot do anything judicial, and if they try to do anything judicial, it is a fraud and a nullity.

"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. Sup., Ct., SF, 140 Cal. 1**

12. "Judge loses his absolute immunity from damage actions only when he acts in clear absence of all jurisdiction or performance of an act which is not judicial in nature." **Schucker v. Rockwood, 846 F.2d 1202**
13. "When enforcing mere statutes, judges of all courts do not act judicially" and thus are not protected by "qualified" or "limited immunity," SEE: **Owen v. City, 445 U.S. 662; Bothke v. Terry, 713 F2d 1404**

Claim # 2

I/We were not notified as it states we must be of all the legal consequences and furthermore, I/we were not informed that we were entering into a business contract where any and all rights are given to the state. *Based on the Federal Manual of Child Support pg. 8-17:* “Paternity establishment is a prerequisite for obtaining a child support order.” It is my claim that child support is not legal, because it requires an establishment of paternity. It is not constitutional as it is based on the color of law. The manual further states that. “Experts agree that the CSE Program must continue to improve paternity establishment. Without paternity established, children have no legal claim on their fathers' income.” No contract, no paternity establishment. Evidence proves that paternity establishment requires a signature, the act of putting a man’s name at the end of an instrument to attest its validity. Black’s Law 4th Ed. Rev. Pg. 1553, an instrument is a document or writing that gives formal expression to the legal act of agreement, for the purpose of creating securing, modifying or terminating a right. Black’s Law 4th Ed. Rev. Pg. 941. An agreement signifies a mutual contract on consideration, wherein parties must have a distinct intention to both, and without doubt of difference. Black’s Law 4th Ed. Rev. Pg. 89. Legal means created by law. Black’s Law 4th Ed. Rev. Pg. 1038. Which can only be achieved by a contract which is a promissory agreement between two or more parties that creates, modifies or destroys a legal relation. Black’s Law 4th Ed. Rev. Pg. 394. Promissory means containing or consisting of a promise, a promise, stipulating or engaging for future act or course of conduct. Black’s Law 4th Ed. Rev. Pg. 1397. By the concealment of these facts and information that the law requires I am told in written or video form, it is denying me my right to consideration. Therefore, there is no mutual accent because if I would have known what the consequences were and considered these, there is no possible way I/we would have come to mutual accent also known as the meeting of the minds. Therefore, it is not a mutual contract It is one sided.

§ 2.01 Mutual Assent

Contract formation requires mutual assent to the same terms by the parties, generally manifested by an offer and acceptance (see chapters 3 and 4). Current law favors an objective standard for determining a party's intent to be contractually bound. Thus, in general, communications are given the meaning that the recipient of the communication should have reasonably understood. Nevertheless, subjective intent is relevant in determining whether the parties intended to be bound. Without such subjective intent, there is no contract.

§ 2.02 Basis for Remedy

A validly formed contract must provide a basis for determining the existence of a breach and for giving an appropriate remedy [Restatement § 33; UCC § 2-204]. Non-goods contracts, according to the Restatement, must include terms that are sufficiently definite and certain; goods contracts, on the other hand, do "not fail for indefiniteness even if one or more terms are left open if the parties intended to make a contract and there is a reasonably certain basis for giving an appropriate remedy."

The above words are clear and free from ambiguity, and definitions therefore cannot be disregarded under the pretext of pursuing their spirit. Therefore, evidence provided by virtue of definition of the unambiguous words provided above the 8-17 "legal claim" derives its existence "ex contractu". See *Williams vs. Williams* 217 Ind. 581, 29 NE 2nd. 557, 558 "The phrase claim is broad enough to include claims ex contractu and ex delicto" Ex contract, Latin for "from a contract," is legal term that indicates the consequence of a contract. Black's Law 4th Ed. Rev. Pg. 660.

In both the civil and the common law; rights and causes of action are divided into two classes, - those arising ex contractu, (from a contract,) and those arising ex delicto, (from a delict or tort.) See 3 Bl.Comm. 117; Mackeld. Rom. Law, § 384. See *Scharf v. People*, 134 Ill. 240, 24 N.E. 761; *Federal Life Ins. Co. v. Maxam*, 70 Ind.App. 266, 117 N.E. 801, 807. If cause of action

declared in pleading arises from breach of promise, the action is "ex contractu". *Chambers v. Birmingham Trust & Savings Co.*, 232 Ala. 609, 168 So. 893.

EX DELICTO. From a delict, tort, fault, crime, or malfeasance. In both the civil and the common law, obligations and causes of action are divided into two great classes,-those arising ex contractu, (out of a contract,) An action "ex delicto" is an action of tort; an action arising out of fault, misconduct, or malfeasance. *Sayers & Muir Service Station v. Indian Refining Co.*, 266 Ky. 779; 100 S.W.2d 687, 689. If cause of action declared in pleading arises from breach of duty growing out of contract, it is in form "ex delicto" and case. *Chambers v. Birmingham Trust & Savings Co.*, 232 Ala. 609, 168 So. 893.

Congress's existential claim created a nefarious title IV-D collections scheme because 42 U.S.C. Sec. 601 (b) No individual entitlement clearly states that "This part shall not be interpreted to entitle any individual or family to assistance under any State program funded under this part." See *Blessing*, supra, 520 U.S. at 343, 117 S. Ct. at 1361, 17 L. Ed. 2d at 584.

42 U.S. Code § 1983 - Civil action for deprivation of rights

Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress, except that in any action brought against a judicial officer for an act or omission taken in such officer's judicial capacity, injunctive relief shall not be granted unless a declaratory decree was violated or declaratory relief was unavailable. For the purposes of this section, any Act of Congress applicable exclusively to the District of Columbia shall be considered to be a statute of the District of Columbia.

Claim # 3

The judge erred in enforcing the motion because there are clear elements of fraud and a lack of equity in claims 1,2, and 3.

Spousal Support and the Entitlement Defense:

The idea that a divorce that includes two incomes will result in the same standard of living is not practical or realistic. My wife engaged in actions that led to dissolution 2 months after my job promotion that tripled my income.. As a result of the current order, we have joint custody, yet I end up with \$1,300 less than her total income.

Monthly Income

Jessica Howard		Ngoma Howard	
Income	\$3,600.00	Income	\$6,200.00
+ Spousal	\$750.00	-Spousal	\$750.00
+ Child Support	\$1,239.00	-Child Support	\$1,239.00
Total Monthly income =	\$5,586.00	Total Income =	\$4,300.00
Unequal distribution		No Equity	

42 U.S. Code § 300 - Project grants and contracts for family planning services

US Code

(a)Authority of Secretary

The Secretary is authorized to make grants to and enter into contracts with public or nonprofit private entities to assist in the establishment and operation of voluntary family planning projects which shall offer a broad range of acceptable and effective family planning methods and services (including natural family planning methods,

infertility services, and services for adolescents). To the extent practical, entities which receive grants or contracts under this subsection shall encourage family [1] participation in projects assisted under this subsection.

42 U.S. Code § 300a-5 - Voluntary participation by individuals; participation not prerequisite for eligibility or receipt of other services and information

US Code

The **acceptance** by any individual of family planning services or family planning or population growth information (including educational materials) provided through financial assistance under this subchapter (whether by grant or contract) **shall be voluntary** and shall **not be a prerequisite** to eligibility for or receipt of any other service or assistance from, **or to participation in, any other program of the entity or individual that provided such service or information.**

(July 1, 1944, ch. 373, title X, § 1007, as added Pub. L. 91-572, § 6(c), Dec. 24, 1970, 84 Stat. 1508.)

Because **42 U.S. Code § 654 - State plan for child and spousal support program** falls under **voluntary participation**, and it is a **voluntarily contracted service by the state**, I am not obligated to participate per 42 U.S. Code 500 a-5. Hence the judge/court erred in granting the motion with my objection.

15. **Stated Claim #7:** The judge/court erred in granting spousal support based on claim #6 and the fact that **The Social Security Act of 1935 is also a voluntary** program.

The federally mandated Child Support Enforcement (IV-D) Program was created in 1975 by the Social Security Act. The program was created to establish paternity and to secure child support from non-custodial parents (NCPs). Since 1975, amendments

to the Act have expanded the scope of the program to include certain aspects of spousal support and medical support enforcement.

The Social Security Act and federal regulations require each state to establish a single and separate organizational unit to be responsible for administration or supervision of administration of the state plan under Title IV-D of the Act. Federal regulations provide that the IV-D agency need not perform all the functions of the IVD program but must ensure all functions are being carried out properly, efficiently and effectively.

Charles H. Mullen, SSA Associate Commissioner states: “The Social Security Act does not require a person to have a Social Security number (SSN) to live and work in the United States, nor does it require an SSN simply for the purpose of having one.” The U.S. Supreme Court has ruled that Congress has limited authority to legislate compulsory subjugation to social programs within the several fifty states.

The catalogue of means and actions which might be imposed upon an employer in any business, tending to the satisfaction and comfort of his employees, seems endless. Provision for free medical attendance, nursing, clothing, food, housing, and education of children, and a hundred other matters might with equal propriety be proposed as tending to relieve the employee of mental strain and worry. Can it fairly be said that the power of Congress to regulate interstate commerce extends to the prescription of any or all of these things? Is it not apparent that they are really, and essentially related solely to the social welfare of the worker, and therefore remote from any regulation of commerce as such? We think the answer is plain. These

matters obviously lie outside the orbit of congressional power. [Railroad Retirement Board v. Alton Railroad Co., 295 U.S. 330, 55 S. Ct. 758 (1935)]

According to 42 USC § 418, entitled “Voluntary agreements for coverage of State and local employees”, there is no jurisdiction to involve the state or local employees except by contract/agreement. The Social Security Act only requires aliens to be assigned numbers at the time of their lawful admission to the UNITED STATES.

42 USC § 405(c)(2)(B) (i) “In carrying out the Commissioner’s duties under subparagraph (A) and subparagraph (F), the Commissioner of Social Security shall take affirmative measures to assure that social security account numbers will, to the maximum extent practicable, be assigned to all members of appropriate groups or categories of individuals by assigning such numbers (or ascertaining that such numbers have already been assigned):” (I) “to aliens at the time of their lawful admission to the United States either for permanent residence or under other authority of law permitting them to engage in employment in the United States and to other aliens at such time as their status is so changed as to make it lawful for them to engage in such employment” [Emphasis added.]

People who were born in the United State are citizens. The statutes clearly do not require these individuals to get a SSN. However, we can apply for a number.

42 USC § 405(c)(2)(B)(i)(II) “to any individual who is an applicant for or recipient of benefits under any program financed in whole or in part from Federal funds including any child on whose behalf such benefits are claimed by another person” [Emphasis added.] An “applicant” is: “one who requests something” [Black’s Law Dictionary, 7th Edition] “Apply” is defined as: “To make a formal request or

petition, usually in writing, to a court, officer, board, or company, for the granting of some favor, or of some rule or order, which is within his or their power or discretion.” [Black’s Law Dictionary, 7th Edition, emphasis added]

From these definitions, it is clear that **to apply for something is a voluntary act**. No government official can find anything in the statute that makes the application for SSN a mandatory act.

§ 6.01 Requirements of the Statute of Frauds

Certain agreements must satisfy the statute of frauds, which requires the agreement to:

- 1) be memorialized in a writing or record; **-See child and spousal support.**
- 2) be signed by or on behalf of the party against whom enforcement is sought;
- 3) indicate that a contract has been made between the parties;
- 4) state with reasonable certainty the essential terms of the unperformed promises, in the case of nongoods contracts;
- 5) specify the term of quantity, in the case of contracts for the sale of goods. UCC § 2-201 specifically states that "a record is not insufficient because it omits or incorrectly states a term agreed upon, but the contract is not enforceable . . . beyond the quantity of goods shown in the record.

Claim # 4

“When acting to enforce a statute and its subsequent amendments to the present date, the judge of the municipal court is acting as an administrative officer and not in a judicial capacity; courts administering or enforcing statutes do not act judicially, but merely ministerially....but merely act as an extension as an agent for the involved agency -- but only in a “ministerial” and not a “discretionary capacity...” **Thompson v. Smith**, 154 S.E. 579, 583; **Keller v. P.E.**, 261 US 428; **F.R.C. v. G.E.**, 281, U.S. 464 [emphasis added]

All Clerks masquerading as a Judge cannot do anything judicial, and if they try to do anything judicial, it is a fraud and a nullity.

"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. Sup., Ct., SF, 140 Cal. 1**

“Judge loses his/her absolute immunity from damage actions only when he acts in clear absence of all jurisdiction or performance of an act which is not judicial in nature.” **Schucker v. Rockwood**, 846 F.2d 1202

“When enforcing mere statutes, judges of all courts do not act judicially” and thus are not protected by “qualified” or “limited immunity,” **SEE: Owen v. City, 445 U.S. 662; Bothke v. Terry, 713 F2d 1404**

"A judge ceases to set as a judicial officer because the governing principals of administrative law provides that courts are prohibited from substituting their evidence, testimony, record, arguments and rationale for that of the agency. Additionally, courts are prohibited from their substituting their judgments for that of the agency." **AISI v US, 568 F2d 284.**

If they issue any so-called ORDER, or Warrant, or anything, it is a fraud and a nullity and a void Judgment.

“An officer who acts in violation of the Constitution ceases to represent the government”.
Brookfield Const. Co. v. Stewart, 284 F. Supp. 94.

"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. Sup., Ct., SF, 140 Cal. 1**

That means it is a commercial transaction, and they are thieves.

“brutum fulmen”: “An empty noise; an empty threat. A judgment void upon its face which in legal effect no judgment at all, and by which no rights are divested, and from which none can be obtained; and neither binds nor bars anyone. **Dollert v. Pratt-Hewitt Oil Corporation, Tex.Civ.Appl**, 179 S.W.2d 346, 348. Also, *see Corpus Juris Secundum, “Judgments” §§ 499, 512 546, 549. Black’s Law Dictionary, 4th Edition.*

Claim # 5

The judge erred in ruling to enforce the CR 2A document as to the fact that I was under duress and elements of fraud preceded the meeting prior to the marriage and dissolution steps at the time. As evidenced in claims 1,2, and 3. And court rulings. Listed below.

Duress:

General Principles. In a recent Connecticut case where a wife won relief from a stipulated dissolution case on the ground of duress, the state's high court set out a general rule for evaluating claims of duress. To conclude that a stipulated decree resulted from duress, the finder of fact must determine that the misconduct of one party induced the party seeking to avoid the stipulated judgment to manifest assent thereto, not as an exercise of that party's free will but because that party had no reasonable alternative in light of the circumstances as that party perceived them to be, the court said, citing Restatement (Second) of Contracts Sec. 175 comment b (1981). **In this case, the husband's emotional abuse of the wife led her to believe that**

she had no real alternative but to sign the stipulated settlement, the court said. *Jenks v. Jenks*, 232 Conn. 750, 657 A.2d 1107 (1995).

A New Jersey appeals court held that a husband's refusal to consent to a Jewish ecclesiastical divorce, known as a "Get," unless the wife signed a settlement agreement constituted duress. The extreme pressure which the husband exerted on the wife in return for his agreement to the Get rendered the settlement agreement invalid, the court held. *Segal v. Segal*, 278 N.J. Super. 218, 650 A.2d 996 (App. Div. 1994). As persuasive authority, the court cited *Golding v. Golding*, 176 A.D.2d 20, 581 N.Y.S.2d 4 (1992), and *Perl v. Perl*, 126 A.D.2d 91, 512 N.Y.S.2d 372 (1987).

Lapse of Time Between Conduct and Agreement. A lapse of time between the allegedly wrongful conduct and the execution of the agreement does not necessarily bar a finding of duress, according to the Connecticut Supreme Court in *Jenks*.

The trial court, granting the wife's motion for relief from judgment, found that during the marriage the husband emotionally abused the wife, "feeding on her need for his approval and her lack of self-confidence." *Jenks v. Jenks, supra*, 657 A.2d at 1109. The trial court also pointed to a history of ultimatums issued by the husband as support for its finding of duress. The appellate court rejected the finding of duress, however. It was untenable to argue, as the wife did, that duress affecting the power of a spouse to exercise free will, at any time during the marriage, would be sufficient to warrant the opening of a stipulated dissolution judgment, the appellate court said.

On further appeal, the state's high court agreed that it would cast an unwarranted shadow on negotiated divorce settlements if duress occurring at any time during a marriage could furnish grounds for relief from a decree. Here, however, the husband's emotional abuse of the wife immediately preceding the pretrial conference led her to believe that she had no real alternative but to sign the stipulated agreement when it was presented to her. Even though there was little direct contact between the parties within the six weeks preceding the pretrial conference, the evidence permitted a reasonable inference that the wife's will was overborne, the court decided. It pointed to the testimony of a mental health professional, the testimony of the wife's former attorney, who described "mind games" on the husband's part, and testimony by eyewitnesses, who described the husband's threatening and intimidating behavior toward the wife during the dissolution proceedings.

Representation by Counsel. The fact that the spouse seeking relief was represented by counsel in the dissolution proceeding has been cited as evidence that the spouse did not rely on the other spouse's misrepresentations, or that the spouse's reliance was unreasonable. *E.g., In re Marriage of Shaner*, 252 Ill. App. 3d 146, 624 N.E.2d 1217 (1993) (no fraud; no reasonable reliance where each spouse was represented by counsel).

Courts in recent cases, however, have allowed spouses to maintain an action or motion based on fraud after equitable distribution even when the spouse was represented by counsel in the equitable distribution proceedings. **E.g., Grissom v. Grissom**, *supra* (fact that wife was represented by counsel did not preclude a finding of extrinsic fraud; representation by counsel is not decisive but is one circumstance to be considered in determining whether fraud has been practiced); *Shafmaster v. Shafmaster*, *supra* (husband's conduct in allowing wife to rely on dated valuation

information constituted fraud justifying relief even though wife was represented by counsel in divorce proceedings).

Claim #6

The presumption of correctness was an error as there is clear evidence of fraud by the state/county clerk, duress due to psychological effects of P.T.S.D. from domestic violence, social emotional abuse. I will begin with alcoholism that has plagued our home and relationship. Cause # 27C001657 DUI and the arrest for assault. I have journals of her confessing her alcohol problem and me documenting violence perpetrated on me by Jessica Howard. As a result, I have gone to many counseling appointments and had a job demotion that reduced my income by \$10,000 a year as a result of the combined trauma. I have video evidence of my wife having an online sexting affair with another man which led to tremendous trauma and contributed to the social emotional abuse..

There is precedent that:

The use of violence or threats to force a person to sign an agreement is considered duress in family law. If violence and threats are also used on the wife's or the husband's family, then this constitutes duress too. For example, a husband who agrees to a spousal support settlement after his wife had physically and verbally abused him can claim that the settlement was signed under duress of threat and violence.

On June 6, 2017 I was assaulted in front of our 9-year-old daughter outside of the home as I was picking both 6- and 9-year old's up. This was captured on video and shown to police officers upon their arrival. Jessica was arrested for assault/domestic violence See (Count 1 Assault 4/DV incident # 1715701898 and PCN # 541844058). In that moment officers said I had to make a charge. Below is a psychology journal entry to support my state of mind in the years and moments leading to the assault. Keep in mind social emotional abuse and violence were not always the norm but key issues in our marriage

Domestic Violence: The Psychological and Emotional Wounds

Broken, bruised, and battered features are the obvious signs of domestic abuse. However, just as physical injuries demand our care and attention, it is imperative that the psychological and emotional wounds suffered from these traumatic events also get addressed.

The American Psychological Association (APA) explains that psychological trauma is “an emotional response to a terrible event ...” which interferes with an individual’s ability to function as he or she would under normal circumstances. While the psychological impact of a incident will vary from person to person, most individuals experience increased levels of emotional distress after going through traumatic events. Thankfully, these feelings of distress often subside if adequate support is received from family members, friends, mental health professionals, and other social networks.

For victims of spousal abuse and other types of intimate partner violence, however, the situation is not always so clear-cut. Fear of retaliation from the abusive partner might prevent victims from seeking needed assistance. Feelings of shame and embarrassment, especially among male victims, can also be a major hindrance to seeking out services or aid. This lack of emotional support can lead to heightened fear, anxiety, depression, anger, posttraumatic stress, social withdrawal, the use of illicit drugs, alcohol dependence, and even suicidal ideation.

It is clear that the psychological and emotional wounds of domestic violence are devastating. They can potentially haunt victims for many years and rob them of the ability to live a rich, full life. These wounds are completely undetectable by x-rays and too often go untreated.

American Bar Association, Commission on Domestic and Sexual Violence. (n.d.). Domestic violence statistics. Retrieved September 26, 2014, from

http://www.americanbar.org/groups/domestic_violence/resources/statistics.html

American Psychological Association. (n.d.). Trauma. Retrieved September 26, 2014, from

<http://www.apa.org/topics/trauma/>

A large proportion of those who sought help from DV agencies (49.9%), DV hotlines (63.9%), or online resources (42.9%) were told, “We only help women.” Of the 132 men who sought help from a DV agency, 44.1% (n=86) said that this resource was not at all helpful; further, 95.3% of those men (n=81) said that they were given the impression that the agency was biased against men. Some of the men were accused of being the batterer in the relationship: This happened to men seeking help from DV agencies (40.2%), DV hotlines (32.2%) and online resources (18.9%). Over 25% of those using an online resource reported that they were given a phone number for help which turned out to be the number for a batterer’s program. The results from the open-ended questions showed that 16.4% of the men who contacted a hotline reported that the staff made fun of them, as did 15.2% of the men who contacted local DV agencies. (p. 7)

Police arrested the man as often as the violent partner (33.3% vs. 26.5%) 7. (p. 8) The partner was deemed the “primary aggressor” in 54.9% of the cases. In 41.5% of the cases where men called the police, the police asked if he wanted his partner arrested; in 21% the police refused to arrest the partner, and in 38.7% the police said there was nothing they could do and left.

Some 68% of the men turning to mental health professionals said the professional took his concern seriously, but only 30.1% offered information on how to get help from a DV program. Although 106 men suffered severe physical injury, only 54 sought help from a medical provider. Some 90.1% were asked how they got their injuries, and 60.4% answered truthfully. Only 14% got information on getting help from a program for intimate partner violence. We need to recognize intimate partner violence by women, understand it, and recognize it as a serious social problem.

National Study: More Men than Women Victims of Intimate Partner Physical Violence,

Psychological Aggression

Claim #7

The Social Security Act and federal regulations require each state to establish a single and separate organizational unit to be responsible for administration or supervision of administration of the state plan under Title IV-D of the Act. Federal regulations provide that the IV-D agency need not perform all the functions of the IVD program but must ensure all functions are being carried out properly, efficiently and effectively.

Charles H. Mullen, SSA Associate Commissioner states: “The Social Security Act does not require a person to have a Social Security number (SSN) to live and work in the United States, nor does it require an SSN simply for the purpose of having one.” The U.S. Supreme Court has ruled that Congress has limited authority to legislate compulsory subjugation to social programs within the several fifty states.

The catalogue of means and actions which might be imposed upon an employer in any business, tending to the satisfaction and comfort of his employees, seems endless. Provision for free medical attendance, nursing, clothing, food, housing, and education of children, and a hundred other matters might with equal propriety be proposed as tending to relieve the employee of mental strain and worry. Can it fairly be said that the power of Congress to regulate interstate commerce extends to the prescription of any or all of these things? Is it not apparent that they are really, and essentially related solely to the social welfare of the worker, and therefore remote from any regulation of commerce as such? We think the answer is plain. These matters obviously lie outside the orbit of congressional power. [Railroad Retirement Board v. Alton Railroad Co., 295 U.S. 330, 55 S. Ct. 758 (1935)]

According to 42 USC § 418, entitled “Voluntary agreements for coverage of State and local employees”, there is no jurisdiction to involve the state or local employees

except by contract/agreement. The Social Security Act only requires aliens to be assigned numbers at the time of their lawful admission to the UNITED STATES.

42 USC § 405(c)(2)(B) (i) “In carrying out the Commissioner’s duties under subparagraph (A) and subparagraph (F), the Commissioner of Social Security shall take affirmative measures to assure that social security account numbers will, to the maximum extent practicable, be assigned to all members of appropriate groups or categories of individuals by assigning such numbers (or ascertaining that such numbers have already been assigned):” (I) “to aliens at the time of their lawful admission to the United States either for permanent residence or under other authority of law permitting them to engage in employment in the United States and to other aliens at such time as their status is so changed as to make it lawful for them to engage in such employment” [Emphasis added.]

People who were born in the United State are citizens. The statutes clearly do not require these individuals to get a SSN. However, we can apply for a number.

42 USC § 405(c)(2)(B)(i)(II) “to any individual who is an applicant for or recipient of benefits under any program financed in whole or in part from Federal funds including any child on whose behalf such benefits are claimed by another person” [Emphasis added.] An “applicant” is: “one who requests something” [Black’s Law Dictionary, 7th Edition] “Apply” is defined as: “To make a formal request or petition, usually in writing, to a court, officer, board, or company, for the granting of some favor, or of some rule or order, which is within his or their power or discretion.” [Black’s Law Dictionary, 7th Edition, emphasis added]

From these definitions, it is clear that to apply for something is a voluntary act. No government official can find anything in the statute that makes the application for

SSN a mandatory act. It is apparent that if a SSN were mandatory, the law would provide for the assignment of numbers to everyone. Since the statutory scheme fails to impose such a requirement on private citizens of the Fifty States and/or of the United States, the next question to be asked is whether perhaps the Social Security regulations themselves might impose requirement; but here the regulations can be no broader than the Act itself, and the duty to apply for and obtain a Social Security card or number boils down to the following found at 20 CFR § 422.103: “(b) Applying for a number. (1) Form SS-5. An individual needing a social security number may apply for one by filing a signed Form SS-5, 'Application for a Social Security Card,' at any social security office and submitting the required evidence.... “(2) Birth registration document. The Social Security Administration (SSA) may enter into an agreement with officials of a State ... to establish, as part of the official birth registration process, a procedure to assist SSA in assigning social security numbers to newborn children. Where an agreement is in effect, a parent, as part of the official birth registration process, need not complete a Form 55-5 and may request that SSA assign a social security number to the newborn child. “(c) How numbers are assigned. (1) Request on Form SS-5. if the applicant has completed a Form SS-5, the social security office ... that receives the completed Form 55-5 will require the applicant to furnish documentary evidence ... After review of the documentary evidence, the completed Form SS-5 is forwarded ... to SSA’s central office ... If the electronic screening or other investigation does not disclose a previously assigned number, SSA’s central office assigns a number and issues a social security number card.... “(2) Request on birth registration document. Where a parent has requested a social security number for a newborn child as part of an official birth registration process described in paragraph (b)(2):of this section, the State vital statistics office will electronically transmit the request to SSA’s central office. ...

Using this information, SSA will assign a number to the child and send the social security number card to the child at the mother's address.” (Emphasis added). The supposed requirement to apply for and obtain a Social Security number, therefore, boils down to this: you can get it if you want it and request it. There is no legal compulsion for an American citizen to apply. When anyone applies for a SSN, they are entering into a contract with the government. Under the definition for “contract,” Black’s Law Dictionary lists the essential elements:

“Its essentials are competent parties, subject matter, a legal consideration, mutuality of agreement, and mutuality of obligation.” [Black’s Law Dictionary, 7th Edition] It is clear that the Social Security contract has some of the required elements (consideration, agreement, mutual obligation). However, the “competent parties” element is missing for most people who enter the contract. The last section of the statute that is quoted above is the provision that “allows” parents to apply to an SSN for their children. People are not viewed as being of a valid age to contract until they are eighteen years old. When parents apply for their children they are acting as their “agents”. So the parents can meet the “competent parties” requirement while children cannot. When one person (a parent), as agent, does an act on behalf of another person (a child), but without complete authority, the person for whom such act is done may afterwards adopt the act as if it is done in his behalf, thereby giving the act the same legal effect as if it had been originally fully authorized. This subsequent retroactive consent, the effect of which relates back to the time of the original act and places the Principal in the same position as if he had originally authorized the act, is called ratification. When a person finds that an act has been done in his name or on his behalf, that person must either ratify it, or in the alternative, disaffirm it. Silence also constitutes approval of the act. A child cannot

ratify the actions of their parents. However, as an adult, they can either accept or reject the actions of their parents. The first time someone submits their SSN when apply for a job or opening a bank account or similar action after they turn 18, they have ratified the actions of their parents in applying for the SSN. Amends title II (Old Age, Survivors and Disability Insurance) of the Act to require States to collect the social security numbers of both parents when their child is born for use by State agencies administering Child Support Enforcement programs unless the State finds good cause for not requiring such numbers. [Family Support Act of 1988 (Pub. L. 100-485), emphasis added] The Family Support Act of 1988 (Pub. L. 100-485) requires states to require parents to give their SSN in order to get a birth certificate issued for a newborn. The law allows the requirement to be waived for “good cause”, but there is no indication of what may qualify. Many people have been successful in using the cause “for religious reasons.” This statute was implement in 42 USC § 405 as seen below. “In the administration of any law involving the issuance of a birth certificate, each State shall require each parent to furnish to such State (or political subdivision thereof) or any agency thereof having administrative responsibility for the law involved, the social security account number (or numbers, if the parent has more than one such number) issued to the parent unless the State (in accordance with regulations prescribed by the Commissioner of Social Security) finds good cause for not requiring the furnishing of such number...Such numbers shall not be recorded on the birth certificate. A State shall not use any social security account number, obtained with respect to the issuance by the State of a birth certificate, for any purpose other than for the enforcement of child support orders in effect in the State...” [42 USC § 405(c)(2)(C)(ii), emphasis added] The IRS requires taxpayers to report SSNs for dependents over one year of age, but the requirement can be avoided if you're prepared to document the existence of the child by other means if

challenged. The law on this can be found at 26 USC § 6109. The penalty for not giving a dependant's number is only \$5.

Rule 60. Relief from a Judgment or Order

(a) Corrections Based on Clerical Mistakes; Oversights and Omissions. The court may correct a clerical mistake or a mistake arising from oversight or omission whenever one is found in a judgment, order, or other part of the record. The court may do so on motion or on its own, with or without notice. But after an appeal has been docketed in the appellate court and while it is pending, such a mistake may be corrected only with the appellate court's leave.

(b) Grounds for Relief from a Final Judgment, Order, or Proceeding. On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons:

(1) mistake, inadvertence, surprise, or excusable neglect;

(2) newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under [Rule 59\(b\)](#);

(3) fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party;

(4) the judgment is void;

(5) the judgment has been satisfied, released, or discharged; it is based on an earlier judgment that has been reversed or vacated; or applying it prospectively is no longer equitable; or

(6) any other reason that justifies relief.

(c) Timing and Effect of the Motion.

(1) *Timing*. A motion under [Rule 60\(b\)](#) must be made within a reasonable time—and for reasons (1), (2), and (3) no more than a year after the entry of the judgment or order or the date of the proceeding.

(2) *Effect on Finality*. The motion does not affect the judgment's finality or suspend its operation.

(d) Other Powers to Grant Relief. This rule does not limit a court's power to:

(1) entertain an independent action to relieve a party from a judgment, order, or proceeding;

(2) grant relief under [28 U.S.C. §1655](#) to a defendant who was not personally notified of the action; or

(3) set aside a judgment for fraud on the court.

Mason vs Bradley

On a motion to dismiss under both Rule 12(b) (1) for lack of subject matter jurisdiction and under Rule 12(b) (6) for failure to state a claim, the court should decide the 12(b) (1) issues first and, only if it finds jurisdiction, proceed to the 12(b) (6) issues. *Winslow v. Walters*, 815 F.2d 1114, 1116 (7th Cir. 1987); *Oliphant v. Bradley*, No. 91 C 3055, slip op. at 9 (N.D.Ill. Feb. 19, 1992).

Under Title IV-D — therefore turns on whether that statute created an express or implied private right of action. Warth, 422 U.S. at 501, 95 S.Ct. at 2206. A private right of action can only be created if the federal statute in question creates enforceable rights, Pennhurst State Sch. and Hosp. v. Halderman, 451 U.S. 1, 24-25, 101 S.Ct. 1531, 1543-44, 67 L.Ed.2d 694 (1981), and Congress did not intend to

foreclose private enforcement by the statute's terms, such as by creating a comprehensive remedial scheme. Middlesex County Sewerage Auth. v. National Sea Clammers Ass'n, 453 U.S. 1, 14, 101 S.Ct. 2615, 2623, 69 L.Ed.2d 435 (1981). Mason's standing on Count II — her § 1983 claim for violation of her rights under Title IV-D — turns on whether Title IV-D created an enforceable right, privilege or immunity for Mason. See Suter v. Artist M., ___ U.S. ___, ___, 112 S.Ct. 1360, 1365-66, 118 L.Ed.2d 1 (1992) (discussing availability of § 1983 to redress alleged federal statutory violations). Therefore, if Title IV-D did not create any enforceable rights for persons in Mason's position, Mason will lack standing to pursue either Counts I or II.

The lack of an enforceable right in Title IV-D for AFDC families such as Mason's requires the conclusion that Congress neither expressly nor impliedly intended to create a private right of action under that statute, and also did not create rights entitled to protection under the Fourteenth Amendment due process clause and 42 U.S.C. § 1983. Mason has failed to show that she has standing to pursue the claims contained in either Counts I or II of her complaint, and the complaint is therefore dismissed in its entirety under Fed. R.Civ.P. 12(b)(1) for lack of subject matter jurisdiction.

Claim # 8

I did not consent and cannot be made to consent to a voluntary program. "*Consent in law is more than mere formal act of the mind. It is an act unclouded by fraud, duress, or sometimes even mistake.*"

Butler v. Collins, 12 Calif., 157. 463.

Voluntarily yielding the will to the proposition of another; acquiescence or compliance therewith: *There is a difference between consenting and submitting. Every consent involves a submission; but a mere submission does not necessarily involve consent. 9 Car. & P. 722*

- "A waiver of constitutional rights in any context must, at the very least, be clear;

contractual language relied upon must on its face amount to a waiver."

Fuentes v. Shevin, 107 US 67 (1983).

- "Every consent involves a submission, but it by no means follows that a mere submission involves consent."

Regina v. Day, 9 Car. & P. 722.

"No state shall convert a liberty into a privilege, license it, and attach a fee to it."

Murdock v. Pennsylvania, 319 US 105

"A state may not impose a charge for the enjoyment of a right granted by Federal

constitution."

at 113, (1943).

"If a state converts a liberty into a privilege the citizen can engage in the right with impunity."

Shuttlesworth v. Birmingham, 373 US 262

"Where rights secured by the Constitution are involved, there can be NO rule making or legislation which would abrogate them."

Miranda v. Arizona, 384 US 436

"Any unconstitutional act is not law, it confers no rights, it imposes no duties, it affords no protection, it creates no office, it is an illegal contemplation, as inoperative as though it had never been passed."

Norton v. Shelby County, 118 US 425

E. Conclusion

I Ngoma Howard the seek an immediate repeal of the order to enforce the CR2 A agreement. Specifically, the Order of Child and Spousal Support as they are voluntary acts. I did not and do not consent to the paid services offered in the contract the state and Federal government have. Furthermore, I ask the court to rescind the order to give any portion of my retirement because the state has no jurisdiction to rule on this matter, the state also engaged in fraud and breach of contract as they never stated that a marriage license is a contract between my wife and I that gives the state the right to act as the governing party to our marriage. No evidence of a contract exists granting the state the power to legislate over our marriage. No elements of a legal contract exist on the license, application and or county clerk website that offers applications and fees. There is legal precedent that states an implied contract does not constitute consent. I made my children in private. I and the mother can care for them in private. My spouse is a seasoned teacher who makes an income that is more than enough to meet her need and her obligation to the children. I was defrauded and forced under duress by the state legal system to sign the alleged agreement. In addition, I am entitled to and request an equitable time distribution with our children of a 50/50 parenting plan. I demand equity and redress from the court. The debt and home equity should be divided equally. Domestic violence and fraud were key factors in the signing of the document and the evidence proves the case. The court must rule based on the facts.

Respectfully submitted,

 Recoverable Signature

X Ngoma Howard

Ngoma M. Howard

Signed by: cccc9781-55a8-4c61-bbda-aa0e17a3172b **UCC 1-103 1-308 ALL RIGHTS RESERVED**
WITHOUT PREJUDICE

“I reserve my right not to be compelled to perform under any contract or commercial agreement that I did not enter knowingly, voluntarily and intentionally. I do not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement.

CERTIFICATE OF SERVICE

I Ngoma Howard, swear under penalty of perjury of the law of the State of Washington that I am over eighteen and competent and aware. I certify that on 1-11-19 I caused a true and correct copy of Appellant Ngoma Howard’s Brief to be served on:

Jessica Rae Howard C/O
Samuel Joseph Page
Attorney at Law
1201 Pacific Ave. Ste 2000
Tacoma, WA 98402-4314

VIA FIRST CLASS MAIL, postage prepaid or Hand Delivery

Tacoma, WA ___1-11-19_____

 Recoverable Signature

X Ngoma Howard

Ngoma M. Howard

Signed by: ccce9781-55a8-4c61-bbda-aa0e17a3172b **UCC 1-103 1-308 ALL RIGHTS RESERVED**

WITHOUT PREJUDICE

“I reserve my right not to be compelled to perform under any contract or commercial agreement that I did not enter knowingly, voluntarily and intentionally. I do not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement.

NGOMA HOWARD - FILING PRO SE

January 12, 2019 - 3:28 AM

Transmittal Information

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And the said courts respectively shall and may, by virtue of this act, from time to time, amend all and every such imperfections, defects and wants of form Judiciary Act of September 24, 1789, Section 342, FIRST CONGRESS, Sess. 1, ch. 20, 1789

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