

:Hvishi-Opa:Luksi
Authorized Representative of
GAYNIELLE-HOUSEY:NEVILLE-vessel
C/O 1527 Gause Boulevard # 298
Slidell, Louisiana [70458]
(504) 405-1727
chieftesshvishi@gmail.com

Re: Case Number: 1508-F-2020

AFFIDAVIT
OPPORTUNITY TO CURE
(19 Points, 10 Pages)

- 1) I, Hvishi_Opa:Luksi AKA Gaynielle-Housey:Neville et al, comes today with clean hands, in good faith, using fair business practices and presenting full disclosure, as the clearly established and specifically designated beneficiary to the Original Jurisdiction, appearing by special appearance as opposed to general appearance, being of majority age, competent to testify, do affirm and attest under pains and penalty of perjury, that the truths and facts herein are of firsthand personal knowledge and that they are true, correct, complete, and not misleading to the best of my knowledge and experience (memory of events).
- 2) We respectfully demand this Court take mandatory Judicial Legal and Lawful Notice;
- 3) This document is to be entered into evidence at the earliest possible opportunity. I hereby put all People and persons on legal and lawful NOTICE that I do now and forevermore void and terminate all past and present powers of attorney. According to Corpus Juris Secundum Volume 7, Attorney and Client Section, § 76, [4] "The attorney's duty to the court is superior to the attorney's duty to a client since the private duty must yield to the public duty." With that in mind, I will hold court in Persona Propria Sui Juris and I let all involved in this controversy know that I do not consent to the proceedings.
- 4) "DISCLAIMER: I have knowledge of copyright laws and have observed the copyright symbol(s) contained within what appears to be all Books, Codes, References, Reporters, and the like, dealing with law, and such a symbol's use and employment in providing notice that the contents therein are the private property of the copyright owner, and I freely admit that I have neither grant, franchise, license, nor letter-patent to use said contents, nor practice the same. Please be advised that all cites thereto, and excerpts therefrom, are utilized and employed herein merely for educational and communicational purposes, to display from where my present understanding inheres from, and, due to the depth of the matter with which this controversy attempts to cover." This is called Fair Use and

- is allowed for purposes of criticism, news reporting, teaching and parody which doesn't infringe on copyright under 17 U.S.C.A. INCLUSIVE."
- 5) Any claim of "immunity" which government agents could possibly make is a fraud, because if valid, it would prevent removal from office for crimes against the people, which removal is authorized or even mandated under the U.S. Constitution (et al) Article 2, Section 4, as well as 18 U.S.C. 241 and 18 U.S.C. 242 and 42 U.S.C. 1983 and 42 U.S.C. 1985 and 42 U.S.C. 1986 and the Louisiana Constitution (Et al); Section 2 General Provisions, Article 17 Impeachment.
 - 6) The facts alleged or shown by the affiant clearly demonstrate that the office of the prosecutor is in violation of a clearly established state and federal (Louisiana Constitution et al and United States Constitution et al) protected rights and these rights were and are "clearly established" at the time of the prosecutors alleged misconduct, id., at 201, 121 S.Ct. 2151. Qualified immunity is void because a civil officer of the United States conduct violated such a right.
 - 7) Due to this truth, the Uniform Commercial Code 3-402 Signature by representative is in violation of federal laws, state and federal constitutions and therefore void and a nullity. You no longer have plausible deniability. If you violate any protections of state and/ or U.S. Constitutions you waive your immunity and are no longer protected under the 11th Amendment. You have been NOTICED. This NOTICE is to all who read this document including judges, clerks, staff and the like.
 - 8) Comes now Gaynielle-Housey:Neville for the purpose of settling all Claims and Charges outstanding, and who honorably file this AFFIDAVIT in order to set off settle and close this account. Hvishi-Opa Luksi AKA :Gaynielle-Housey:Neville is the only authorized representative of the vessel GAYNIELLE HOUSEY NEVILLE.
 - 9) Gaynielle-Housey:Neville is the Administrator and Beneficiary as well as holder in due course of the vessel GAYNIELLE HOUSEY NEVILLE, (a LOUISIANA corporation) and is not an attorney and not represented by an attorney, so he may be heard by the court in this case, in testimony and may be known through his written word when such is affirmed and attested under penalty of perjury.
 - 10) Gaynielle-Housey:Neville is claiming to be a Persona Propria Sui Juris litigant (Affiant); allegations such as those asserted by Affiant(s), however inartfully decreed, are sufficient... which we hold to less stringent standards than formal pleadings drafted by lawyers. Haines -vs.- Kerner, 404 U.S. 519 (Reversed & Remanded), and Woods -vs.- Carey, 525 F3d 886, 889-890 (Reversed & Remanded), and claims Pro Per, in his own person, a rule in pleading that pleas to the jurisdiction of the Court must be pleaded in propria persona, see Kay -vs.- Ehrler, 499 U.S. 432.
 - 11) If at any time in the past I inadvertently waived my rights or lessened my status through contract, forgive me. No man or woman would knowingly and intelligently with forethought waive his or her rights. Such agreement would be an unconscionable contract or clause in violation of the Uniform Commercial Code 2-302. Upon that truth I hereby expressly reserve my

rights in accordance with the Uniform Commercial Code 1-308 Express reservation of rights.

- 12) This is a self-executing contract. Notice to the principal is notice to the agent, notice to the agent is notice to the principal. You are hereby bound to inform all of your colleagues, superiors and subordinates involved in this matter and which may have future interactions with my person or me. If there is something you do not understand clearly, it is incumbent upon you to summon a superior officer, special prosecutor, **federal judge or other competent legal counsel** to immediately explain the significance of this instrument as per your duties and obligations in respect to this public formal instrument.
- 13) You have 3, (three) days from the receipt of this AFFIDAVIT to respond on a point-by-point basis, via sworn Affidavit, under full commercial liability, signing under penalty of perjury that the facts contained therein are true, correct, complete and not misleading. Mere declarations are an insufficient response and a complete nullity. If an extension of time is needed to properly answer, please request such in writing. Failure to respond will be deemed Nil Dicit Tacit Acquiescence and constitutes agreement with the facts stated within this AFFIDAVIT and as an acceptance of liability. Traitors, Protestants, Liberals and Heretics take heed for I oppose your causes for I am a non-combatant and a woman of peace and a peaceful inhabitant.
- 14) I demand you provide me with a "certificate of trust" which allows you to act as administrator or beneficiary and which obligates me as "trustee" in said business venture ("trust"). Either you are civil officers of the United States and have such, or you shall be seen as an interloper, without jurisdiction and without authority to proceed.
- 15) I have a right to equal access to justice. I demand the rules and procedures of the statutory court. I also demand a true and correct (certified copy) of the file against me. It is part of your rules of civil procedure. You may not charge me for any such records and must bear the cost to supply me with any and all transcripts, audio and video recordings of each and every court hearing, proceeding, communication and the like.
- 16) I respectfully demand you provide me the nature and cause as well as the jurisdiction of this court and these proceedings in writing. You have a duty to inform me of this or it is a violation of due process of law. If only licensed attorneys have the true information, then I, the accused in this criminal action against me have asked you to divulge the nature and cause of the accusation upon the authority of the 6th (Sixth) Amendment, and that you have failed in your duty to inform me of the nature and cause of the action. Furthermore, I will let the court record know that this court intends to bring this criminal action against me under a secret jurisdiction, which is known only to licensed attorneys. Failure to inform me properly in writing will result in me bringing civil and criminal proceedings against you for malicious prosecution and a list of other state and federal crimes for

violate Louisiana Revised Statutes and United States Codes Annotated.

- 17) I respectfully demand you allow me to inspect and verify the Charter, LLC, LLP or other documents, which prove the STATE OF LOUISIANA is an agency of government. According to **Title 28 Section 3002 (15), (A) and (B) and (C)** the United States is a federal corporation and all agencies of "government" (city and county and state municipalities) are sub-corporations under their superior authority.
- 18) If you cannot provide me such, you may be criminally charged with impersonating an officer of the United States in violation of U.S.C.A. Title 18 Section 912.
- 19) I respectfully demand you allow me to inspect and verify a signed contract or other commercial agreement, which obligates me to personal and subject and subject matter jurisdiction of the STATE OF NEVADA or other such jurisdictions, signed by both parties, in accordance with the Supreme Court decision **Clearfield Trust Co. v. United States 318 U.S. 363-371 (1943)**. It is also true, as was decided in **Penhallow v Doans Administrators 3 U.S. 54 (1795)** "Inasmuch as every government is an artificial person, an abstraction, and a creature of the mind only, a government can interface only with other artificial persons. The imaginary, having neither actuality nor substance, is foreclosed from creating and attaining parity with the tangible. The legal manifestation of this is that no government, as well as any law, agency, aspect, court, etc. can concern itself with anything other than corporate, artificial persons and contracts between them." So the court does not have jurisdiction unless there is a contract or other commercial agreement which is in controversy. With those truths in mind;
 - a. Please make certain the contracts you offer contains Full Disclosure;
 - b. Please make certain the contracts you offer contains the Equal Consideration (what your corporation brings to the table);
 - c. Please make certain the contracts you offer contains the Lawful Terms and Conditions (proof the contract is not based upon fraud); and
 - d. Please make certain the contracts you offer contains Signatures of the Parties/ Meeting of the Minds (corporations can't sign because they have no right, or mind, to contract as they are legal fictions).
- 20) If you cannot provide me that, I respectfully demand you allow me to inspect and verify the AFFIDAVIT in support of WARRANT and a BONAFIDE WARRANT for my arrest.
 - a. I respectfully demand the aforementioned WARRANT prove it was created within 48 hours of the seizure of my people or person in accordance with **County of Riverside v. McLaughlin, 500 U.S. 44** and **Gerstein v. Pugh, 420 U.S. 103**.
 - b. I further demand the aforementioned WARRANT be a written order signed and sealed by court officers and include an application for a warrant which is supported by a sworn, detailed statement made by a law enforcement officer appearing before a neutral judge or magistrate in accordance with **Mincey v. Arizona, 437 U.S. 385**

(1978). Rubber stamp or electronically filed signatures are void and a nullity in accordance with **State v. Paulick, 277 Minn. 140, 151 N.W. 2d 596 (1967)**.

- c. I further demand, to comply with Fourth Amendment restrictions, the anticipatory search warrant must either on its face or on the face of the accompanying affidavit clearly, expressly, and narrowly specify the triggering event. Seizures, which are executed after illegal trespass, are invalid under the Fourth Amendment restriction and in accordance with **U.S. v. Hotal, 143 F.3d 1223 (1998)**.

21) If you cannot provide me proof the STATE OF LOUISIANA, is an agency of government nor provide me a contract or other commercial agreement which obligates me to your jurisdiction, nor provide me a AFFIDAVIT in support of Warrant nor provide me a (BONAFIDE) WARRANT for my arrest, I respectfully demand you dismiss all charges against me and my person. I also respectfully demand you place each and every and all officers of the police department involved in this controversy on the Brady List.

22) If you still intend to continue to prosecute me, knowing you do not have jurisdiction, I demand you give me a "certified copy" of my file and any and all evidence, affidavits, testimony, reports, papers, and the like, etc., in accordance with **Brady v. Maryland, 373 U.S. 83 (1963)**.

23) I am not ignorant of the law. I am not ignorant of the contract and the state and the United States has never presented a contract, which possesses my signature, which was done with clean hands, in good faith, with fair business dealings (equal consideration) and full disclosure. Let us be clear, no man would knowingly and the willingly sign away his rights; such would be an unconscionable contract or clause in violation of state and international law (Uniform Commercial Code 2-302).

24) VOID WHERE PROHIBITED BY LAW.

25) Further Affiant sayeth not.

By Hushi-Opa:Luksi, AKA: Gaynielle-Housey Neville

Hushi-Opa:Luksi

DATE: April 15th, 2024

Authorized Representative of
GAYNIELLE HOUSEY NEVILLE-vessel
C/O 1527 Gause Boulevard # 298
Slidell, Louisiana [70458]
(504) 405-1727
chieftesshushi@gmail.com

POINTS AND AUTHORITIES

STATE CONSTITUTION and U.S. CONSTITUTION VIOLATIONS:

Article 4, Section 1 Full Faith and Credit.

Article 6 Clause 2 Supremacy Clause

First Amendment (Free Speech) (Redress of Government)

Fourth Amendment: Improper Warrant: No judges signature, no clerks seal, etc.

Fifth Amendment: Violations of due process.

Fourteenth Amendment: Violations of equal protection of law.

Oath of Office:

UNIFORM COMMERCIAL CODE VIOLATIONS:

Uniform Commercial Code § 2-206. Offer and Acceptance in Formation of Contract.

- (1) Unless otherwise unambiguously indicated by the language or circumstances
 - (a) an offer to make a contract shall be construed as inviting acceptance in any manner and by any medium reasonable in the circumstances;
 - (b) an order or other offer to buy goods for prompt or current shipment shall be construed as inviting acceptance either by a prompt promise to ship or by the prompt or current shipment of conforming or non-conforming goods, but such a shipment of non-conforming goods does not constitute an acceptance if the seller seasonably notifies the buyer that the shipment is offered only as an accommodation to the buyer.
- (2) Where the beginning of a requested performance is a reasonable mode of acceptance an offeror who is not notified of acceptance within a reasonable time may treat the offer as having lapsed before acceptance.

Uniform Commercial Code 2-302. Unconscionable contract or clause.

1. If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.
2. When it is claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.

Uniform Commercial Code 3-402. SIGNATURE BY REPRESENTATIVE.

- (a) If a person acting, or purporting to act, as a representative signs an instrument by signing either the name of the represented person or the name of the signer, the represented person is bound by the signature to

the same extent the represented person would be bound if the signature were on a simple contract. If the represented person is bound, the signature of the representative is the "authorized signature of the represented person" and the represented person is liable on the instrument, whether or not identified in the instrument.

(b) If a representative signs the name of the representative to an instrument and the signature is an authorized signature of the represented person, the following rules apply:

(1) If the form of the signature shows unambiguously that the signature is made on behalf of the represented person who is identified in the instrument, the representative is not liable on the instrument.

(2) Subject to subsection (c), if (i) the form of the signature does not show unambiguously that the signature is made in a representative capacity or (ii) the represented person is not identified in the instrument, the representative is liable on the instrument to a holder in due course that took the instrument without notice that the representative was not intended to be liable on the instrument. With respect to any other person, the representative is liable on the instrument unless the representative proves that the original parties did not intend the representative to be liable on the instrument.

(c) If a representative signs the name of the representative as drawer of a check without indication of the representative status and the check is payable from an account of the represented person who is identified on the check, the signer is not liable on the check if the signature is an authorized signature of the represented person.

STATE SUPREME COURT and FEDERAL COURT and FEDERAL APPELLATE COURT and U.S. SUPREME COURT VIOLATIONS:

Brady v. Maryland, 373 U.S. 83 (1963) The government's withholding of evidence that is material to the determination of either guilt or punishment of a criminal defendant violates the defendant's constitutional right to due process.

Clearfield Trust Co. v. United States 318 U.S. 363-371 (1943): "Governments descend to the level of a mere private corporation, and take on the characteristics of a mere private citizen . . . where private corporate commercial paper [Federal Reserve Notes] and securities [checks] is concerned . . . For purposes of suit, such corporations and individuals are regarded as entities entirely separate from government."

What the Clearfield Doctrine is saying is that when private commercial paper is used by corporate government, then government loses its sovereignty status and becomes no different than a mere private corporation.

As such, government then becomes bound by the rules and laws that govern private corporations which means that if they intend to compel an individual to some specific performance based upon its corporate statutes or corporation rules, then the government, like any private corporation, must be the holder-in-due-course of a contract or other commercial agreement between it and the one upon who demands for specific performance are made.

County of Riverside v. McLaughlin, 500 U.S. 44 (1991), was a United States Supreme Court case which involved the question of whether suspects arrested without a warrant (warrantless arrests) must be brought into court within a reasonable amount of time to determine if there is probable cause for holding the suspect in custody. The Supreme Court found that the County of Riverside's practices in regards to warrantless arrests were unconstitutional and ruled that suspects who are arrested without a warrant must be given probable cause within 48 hours.

Gerstein v. Pugh, 420 U.S. 103 (1975), this Court held that the Fourth Amendment requires a prompt judicial determination of probable cause as a prerequisite to an extended pretrial detention following a warrantless arrest. This case requires us to define what is "prompt" under Gerstein. In instances where it takes longer than 48-hours, "the burden shifts to the government to demonstrate the existence of a bona fide emergency or other extraordinary circumstance. . . . A jurisdiction that chooses to offer combined proceedings must do so as soon as is reasonably feasible, but in no event later than 48 hours after arrest."

Haines -vs.- Kerner, 404 U.S. 519 (Reversed & Remanded), allegations such as those asserted by petitioner, however inartfully decreed, are sufficient... which we hold to less stringent standards than formal pleadings drafted by lawyers. and **Woods -vs- Carey, 525 F3d 886, 889-890 (Reversed & Remanded)**, and claims Pro Per, in his own person, a rule in pleading that pleas to the jurisdiction of the Court must be pleaded in propria persona, see **Kay -vs.- Ehrler, 499 U.S. 432**. "...The requirement of standing, however, has a core component derived directly from the Constitution. A plaintiff must allege personal injury fairly traceable to the defendant's allegedly unlawful conduct and likely to be redressed by the requested relief." **Allen v. Wright, 468 U.S. 737 (1984)**.

Mincey v. Arizona, 437 U.S. 385 (1978). A warrant is a written order signed by a court authorizing a law-enforcement officer to conduct a search, seizure, or arrest. Searches, seizures, and arrests performed without a valid warrant are deemed presumptively invalid, and any evidence seized without a warrant will be suppressed unless a court finds that the search was reasonable under the circumstances.

An application for a warrant must be supported by a sworn, detailed statement made by a law enforcement officer appearing before a neutral judge or magistrate. The Supreme Court has said that probable cause exists when the facts and circumstances within the police officer's knowledge provide a reasonably trustworthy basis for a man of reasonable caution to believe that a criminal offense has been committed or is about to take place (see *Carroll v. United States*, 267 U.S. 132 (1925)). Probable cause can be established by out-of-court statements made by reliable police informants, even though those statements cannot be tested by the magistrate.

Penhallow v Doans Administrators 3 U.S. 54 (1795) at p 93 it was summarized as such; "Inasmuch as every government is an artificial person, an abstraction, and a creature of the mind only, a government can interface only with other artificial persons. The imaginary, having neither actuality nor substance, is foreclosed from creating and attaining parity with the tangible. The legal manifestation of this is that no government, as well as any law, agency, aspect, court, etc. can concern itself with anything other than corporate, artificial persons and contracts between them."

State v. Paulick, 277 Minn. 140, 151 N.W.2d 596 (1967). No rubber-stamp "signature" "The United States Supreme Court ... stressed the need for 'individualized review' to avoid the issuance of 'rubber stamp' warrants."

Trinsey v. Frank J. Pagliaro and Albert Foreman 229 F. Supp. 647 (1964). 1. "Statements of counsel in brief or argument are not facts before the court and are therefore insufficient for a motion to dismiss or for summary judgment." 2. "An attorney for the Plaintiff cannot submit evidence into court. He is either an attorney or a witness." 3. "Where there are no depositions, admissions or affidavits the court has no facts to rely on for a summary determination."

U.S. v. Hotal, 143 F.3d 1223 (1998) 9th Cir. To comply with Fourth Amendment, anticipatory search warrant must either on its face or on the face of the accompanying affidavit clearly, expressly, and narrowly specify the triggering event. Consent to search that is given after illegal entry is tainted and invalid under the Fourth Amendment.

U.S. v. Lang 792 F.2d 1235 (4th Cir. 1986). The first issue this case raises, and the most significant, is whether an individual holding corporate documents in a representative capacity may assert a fifth amendment privilege against producing those documents in response to a subpoena. Circuits addressing the question have split over the answer. Some confusion exists in the wake of recent Supreme Court decisions on the relationship of the fifth amendment to business-related documents. Traditionally, the fifth amendment privilege could be claimed to shield production of private documents belonging to a natural person, *Boyd v. United States*, 116 U.S.

616, 6 S.Ct. 524, 29 L.Ed. 746 (1886), but could not be claimed by an organized entity like a corporation, Hale v. Henkle, 201 U.S. 43, 26 S.Ct. 370, 50 L.Ed. 652 (1906). Corporate officials seeking to claim an individual fifth amendment privileges were denied protection because of the policy that a custodian should not be able to shield the collective entity (which has no fifth amendment privilege) from governmental scrutiny by asserting a personal right. United States v. White, 322 U.S. 694, 699, 64 S.Ct. 1248, 1251, 88 L.Ed. 1542 (1944); Wilson v. United States, 221 U.S. 361, 378-79, 31 S.Ct. 538, 543, 55 L.Ed. 771 (1911). Under this rule, custodians assume the rights, duties, and privileges of the artificial entity of which they are agents or officers and they are bound by its obligations. The official records and documents that are held by them in a representative rather than personal capacity cannot be the subject of the personal privilege against self-incrimination, even though production of the papers might tend to incriminate them personally. White, 322 U.S. at 699, 64 S.Ct. at 1251.

U.S. v. Tweel, 550 F.2d 297, 299-300 (1977) "Silence can only be equated with fraud when there is a legal or moral duty to speak, or when an inquiry left unanswered would be intentionally misleading... We cannot condone this shocking conduct...If that is the case we hope our message is clear. This sort of deception will not be tolerated and if this is routine it should be corrected immediately"

JURISDICTIONAL VIOLATIONS:

Basso v. Utah Power & Light Co., 495 F 2d 906, 910. "Jurisdiction can be challenged at any time." and "Jurisdiction, once challenged, cannot be assumed and must be decided."

Main v. Thiboutot, 448 U.S. 1 (1980). "The law provides that once State and Federal Jurisdiction has been challenged, it must be proven." The right of action created by statute relating to deprivation under color of law, of a right secured by the constitution and the laws of the United States and comes claims which are based solely on statutory violations of Federal Law and applied to the claim that claimants had been deprived of their rights, in some capacity, to which they were entitled."

Melo v. US, 505 F2d 1026. "Once jurisdiction is challenged, the court cannot proceed when it clearly appears that the court lacks jurisdiction, the court has no authority to reach merits, but, rather, should dismiss the action."

Norman v. Zieber, 3 Or at 202-03 In regard to courts of inferior jurisdiction, "if the record does not show upon its face the facts necessary to give jurisdiction, they will be presumed not to have existed."

Norwood v. Renfield, 34 C 329; **Ex parte Giambonini**, 49 P. 732. "A universal principle as old as the law is that proceedings of a court without jurisdiction are a nullity and its judgment therein without effect either on person or property."

Ryan v. Commission on Judicial Performance, (1988) 45 Cal. 3d 518, 533 Before sending a person to jail for contempt or imposing a fine, judges are required to provide due process of law, including strict adherence to the procedural requirements contained in the Code of Civil Procedure. Ignorance of these procedures is not a mitigating but an aggravating factor.

Sramek v. Sramek, 17 Kan. App. 2d 573, 576-77, 840 P.2d 553 (1992), rev. denied 252 Kan. 1093 (1993). A judgment rendered by a court without personal jurisdiction over the defendant is void. It is a nullity. A judgment shown to be void for lack of personal service on the defendant is a nullity.

US v. Lopez and Hagans v. Levine both void because of lack of jurisdiction. In Lopez the circuit court called it right, and in Hagans it had to go to the Supreme Court before it was called right, in both cases, void. Challenge jurisdiction and motion to dismiss, right off the bat. If you read the Supreme Court cases you will find that jurisdiction can be challenged at any time and in the case of Lopez it was a jury trial which was declared void for want of jurisdiction. If it [jurisdiction] doesn't exist, it can not justify conviction or judgment. without which power (jurisdiction) the state CANNOT be said to be "sovereign." At best, to proceed would be in "excess" of jurisdiction which is as well fatal to the State's/ USA's cause. **Broom v. Douglas**, 75 Ala 268, 57 So 860 the same being Jurisdictional facts FATAL to the government's cause (e.g. see **In re FNB**, 152 F 64).

US v. Rogers 23 F. 658 The question of jurisdiction in the court either over the person, the subject matter or the place where the crime was committed can be raised at any stage of the criminal proceeding; it is never presumed, but must always be proved; and it is never waived by the defendant.

Constitutional Protections:

Article IV Section 1

Full Faith and Credit shall be given in each State to the public Acts, Records, and judicial Proceedings of every other State. And the Congress may by general Laws prescribe the Manner in which such Acts, Records and Proceedings shall be proved, and the Effect thereof.

Article VI Clause 2 (Supremacy Clause):

This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.

April 12, 2024

From: Chieftess :Hvishi-Opa:Luksi
Tchou Tchouma Tchoupitoulas Nation
For personal Proerty:GAYNIELLE HOUSEY NEVILLE
% 1527 Gause Boulevard # 298
Slidell, Louisiana [70458]

To Interim D.A. J. COLLIN SIMS
% CHRISTINA FISHER Acting ADA
% 701 N. COLUMBIA ST.
COVINGTON, LA. 70433

Case # 1508-F-2020

This is my factual statement of incidents happening with 22nd Judicial District Court from November 13, 2019 until proposed Trial date of May 6th, 2024.

The 22nd Judicial District Attorney's office has violated my rights as a living, breathing Autochthon woman. From the actual arrest attesting Forgery, when my name, lawfully, is Chieftess Hvishi Opa Luksi, who owns the name and Beneficiary of the name, GAYNIELLE HOUSEY NEVILLE, of the Tchou Tchouma Tchoupitoulas Nation.

Our Nation does not wish to be federally recognized because that would mean being under the Jurisdiction of the United States Corporation and our Nation and our land is older than the United States Corporation or the BIA, Bureau of Indian Affairs.. Our Nation does not wish to be Title 25. Chahta is on my Birth Certificate and my Mother's Birth Certificate.

The Tchou Tchouma Tchoupitoulas Nation has received acknowledgement from New Orleans, Mayor, Latoya Cantrell and a resolution from Senator Bouie of Louisiana, acknowledging our Nation, Tchou Tchouma Tchoupitoulas Nation. (See Attached Acknowledgements) Our proclamation from March of 2019, was snatched by John Morse and his Rogue Posse. Who never presented a Warrant by the way,

The District Attorney's office has violated our rights and that we are NOT under the PERSONAL or SUBJECT MATTER JURISDICTION and continues to violate that right by committing Barratry. All CONTRACTS have been repudiated and revoked and it seems to be ignored when all these documents have been recorded in New Orleans where I was born and our Nation hails.

I now motion that all charges be dismissed with the return of all my personal property including the Authenticated Birth Certificates, which I have no understanding of why you would take Government Authenticated Documents, Personal and Business computers with all of my Short Stories, Poems, Songs, Stageplays, Screen Plays which I rely on for financial support. This has stopped my writing abilities for the last 4-5 years to present to Publishing Companies and Artists who are looking for songs.

It was against the law for a judge who recused himself, Judge Vincent Lobello, to enter a plea on our behalf, according to the Supreme Court.

And lastly, we are NOT SOVEREIGN CITIZENS and that is Libel and Slander to say so without proof, my bloodline is Chahta/Chickasa, I am Autochthon to this land when everyone else is immigrants, we are from the Soil here in North America.

I am giving the District Attorney's office, ADA Christina Fisher 3 days to respond and for this matter to be handled with the Affidavit for the Opportunity to Cure,
ALL RIGHTS RESERVED.

Yakoke (Thanks in Advance)
Chief Hvishi-Opa:Luksi, Principal Chief
Tchou Tchouma Tchoupitoulas Nation
504-405-1727
chieftesshvishi@gmail.com

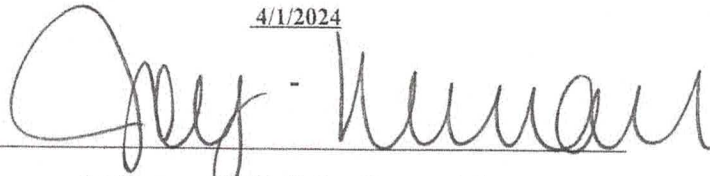
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PROOF OF PUBLICATION

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THE TIMES-PICAYUNE/THE NEW ORLEANS
ADVOCATE, in New Orleans Louisiana or published
daily in THE ACADIANA ADVOCATE in the following
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4/1/2024



Joy Newman, Public Notices Representative

Sworn and subscribed before me, by the person whose signature
appears above

3 Apr 2024

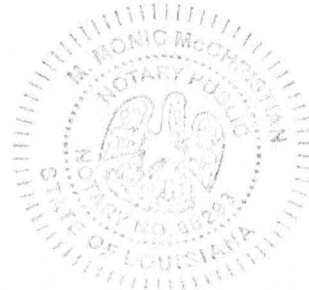


M. Monic McChristian,

Notary Public ID#88293

State of Louisiana

My Commission Expires: Indefinite



PUBLIC NOTICE

Executive Power of
Attorney, Beneficial
Ownership and Age of
Majority Declaration

March 27, 2024

Hvishi Opa Luksi, Benefi-
cial owner and trustee of
HVISHI OPA LUKSI,
GAYNIELLE HOUSEY-
NEVILLE, GAYNIELLE
HOUSEY Has full benefi-
cial ownership of all
names. Executive Power
of Attorney for all names.
Age of Majority declara-
tion of all names men-
tioned and is of full adult
age of majority to handle
business affairs and rep-
resent all business mat-
ters for the names
owned by: Hvishi Opa
Luksi HVISHI OPA LUKSI,
GAYNIELLE HOUSEY-
NEVILLE, GAYNIELLE
HOUSEY Capable adult
and Beneficiary

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