

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON
FOR PIERCE COUNTY

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

MIDLAND FUNDING, LLC

Plaintiff

Case No. 792564

vs.

RESPONSE TO PLAINTIFF'S EX-PARTE
REQUEST:

MELISSA HAVENS

Defendant

MELISSA HAVENS' DECLARATION, with:
PROOF OF PAYMENT; PRAECIPE FOR
REMEDY; COST, AND PENALTY
(PLAINTIFF and CLERK); and CERTIFICATE
OF SERVICE.

****CLERK ACTION REQUIRED****

Melissa Havens, with full responsibility, accountability, and liability, without prejudice, does file this response to "Plaintiff's" purported request for an ex-parte motion, and for due cause, to prevent unjustifiable real harm and damage to Melissa Havens, and in the interest of justice, as Annexed below, this case shall be forthwith be duly dismissed, by Midland Funding LLC, and/or by the will of Pierce County District Court, and duly recorded as DISMISSED by CLERK.

DUE CAUSE ANNEX, restated and incorporated here by reference, as if set forth in Full.

1. DECLARATION OF MELISSA HAVENS, with: PROOF OF PAYMENT; PRAECIPE FOR REMEDY; COST AND PENALTY (FOR BOTH PLAINTIFF AND CLERK, individually and separately); and CERTIFICATE OF SERVICE.

2. DECLARATION ANNEXES, true, correct, and accurate copies of originals:

A.1-6 Documents purported to be Plaintiff's EX-PARTE motion and proposed orders and

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

subpoenas to violate privacy and garnish assets for an alleged judgment that was made in error for alleged debt that had already been paid in full, Annexes C-E, restated, and more.

B. Costco Citi Card ending in2394

C. Proof of Payment (#1)

D. Proof of Autopay Enroll

E. Proof of Payment (#2)

Respectfully filed, served, and noticed on August 29, 2022.



Melissa Havens

DECLARATION OF MELISSA HAVENS

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

Melissa Havens, with due power, consciousness, and with full due responsibility, accountability, and liability, without prejudice, makes this DECLARATION, and confirms that it is true, accurate, and complete, to the best of my ability, for all to rely upon, and that I am conscious and competent to DECLARE as follows:

1. I am over the age of 18 years-old;
2. I am located in Pierce County, Washington State;
3. I am not a licensed attorney;
4. I have no legal training or expertise;
5. MELISSA HAVENS, Account Number Reference ending in1910, any and all derivatives and variations thereof, and likewise any and all value, assets, wages, and other secured collateral created, attached, or transfer thereto, thereof, and therefrom, including and not limited to wages, assets held in account, etc, are held in lawful and legal Trust, and pursuant to Universal Security Agreement, identified herein, restated, they are not subject to judgment, seizure, lien, etc.;
6. On August 25, 2022, at approximately 6:00 p.m. pdt, I received mail from an entity identified as Gordon, Aylworth & Tami, P.C., with P.O. Box 22338, that contained documents purporting to be an ex-parte legal action against me by MIDLAND FUNDING LLC, IN THE DISTRICT COURT OF THE STATE OF WASHINGTON FOR PIERCE COUNTY, Case No. 792564, See Annex A, restated, including and not limited to:
 - A. A document dated May 2, 2022, purportedly from Gordon, Aylworth, & Tami, P.C., Attorneys At Law, addressed to "Clerk, Pierce County District Court, 930 Tacoma Ave S Rm 239, Tacoma, WA 98402-2102", with no signature, and the markings, "This communication is from a debt collector", and additional markings that appear to be instructions for Clerk action, Annex A.1, restated;
 - B. A document dated May 26, 2022, purportedly a motion and declaration for an order and subpoena and for supplemental money award, with signature "Eleanor Tami", Annex A.2, restated;
 - C. A document WITH NO DATE, purporting to be a supplemental money award, with markings "Presented by: ☐ Eleanor Tami WSB # 45038", with signature "Eleanor Tami", Annex A.3, restated;
 - D. A document dated May 26, 2022, purportedly a sworn declaration, with signature "Eleanor Tami", Annex A.4, restated;

E. A document **WITH NO DATE**, purporting to be an order and subpoena, with markings "Presented by: ☐ Eleanor Tami WSB # 45038", with signature "Eleanor Tami", Annex A.5, restated;

F. A document dated **August 23, 2022**, purporting to be a certificate of mailing, with markings "Secretary to:....Eleanor Tami WSB # 45038, with signature "Miriam J.", Annex A.6, restated;

G. Number 6.A-6.F, above, restated, and is purportedly a "supplemental proceeding" to the unidentified, yet implied, initial, original proceeding purportedly by Midland Funding LLC, Annex A, in its entirety, restated;

H. Number 6.A-6.G, above, restated, and implies that a purported judgment was ordered against me in favor of Midland Funding LLC, Annex A, in its entirety, restated;

I. Number 6.A-H, above, restated, and said documents purport that Midland is attempting to have the Court give Midland authority and ability, it currently does not have, to obtain legally protected personal information about me, garnish any wages, or otherwise take any lawful and legal assets that I may have, Annex A, in its entirety, restated;

7. Number 6, above, in its entirety, restated, and **prior to August 25, 2022**, I had *no knowledge* of any purported "supplemental proceeding", with purported Case No. 792564, against me by Midland Funding LLC;

8. Number 6.G-I, above, restated, and **prior to August 25, 2022**, I had *no knowledge* of any purported initial and/or original proceeding brought against me by Midland Funding LLC;

9. Number 6.G-I, above, restated, and **prior to August 25, 2022**, I had *no knowledge* of any purported judgment being ordered against me in favor of Midland Funding LLC;

10. Numbers 6-9, above, in their entirety, restated, and on **Saturday and Sunday, August 27-28, 2022**, I did search the internet in order to discover any and all proceedings that Midland Funding LLC may have taken against me, without my knowledge, including and not limited to:

A. Any and all public access portals of the databases of Pierce County District Court;

B. Any and all public access portals of the databases of Pierce County, WA;

C. A general internet search of cases for "Havens, Melissa" for Washington State;

D. On **August 28, 2022**, I did find a reference for "Pierce County District Court #1", "Case No. 8Z792564C", with "Court Info" of 11-07-2018, and no further identification or details available; and,

E. **As of the date of this Declaration**, I have *no knowledge or information* if Case No. 8Z792564C is a legal action against me by Midland Funding LLC, as no identification or details are publicly available or listed on Pierce County District Court's website;

Number 10, above, in its entirety, restated, and to the best of my knowledge and recollection, I have **never received** any due Personal Service, Notice, Summons, Pleading for, or otherwise had cause to know and be aware of the existence of, purported Case No. 8Z792564C, or any legal action by Midland Funding LLC;

12. Numbers 6-12, above, restated, and had I received due notice, service, summons, pleading, or otherwise had cause to know and be aware of the existence of any purported legal action against me by Midland Funding LLC, I would have duly responded and appeared;

13. Numbers 6-13, above, in their entirety, restated, and if the purported action(s) Midland Funding LLC including and not limited to an alleged judgment, involves an old Costco Citibank Credit Card, ending in ...2394, that expired October of 2017, and its associated account, Annex B, restated, then it is in error, for due cause, as follows:

A. The Costco Citi Card ending in ...2394, its associated, account, and all matters related thereto, are duly governed by a Universal Security Agreement, Number 2000043135, Receipt No. 36090, and any and all duly made, issued, registered, and noticed amendments thereunder (final due amendment made March 18, 2013); Said Universal Security Agreement can be verified on the official Uniform Commercial Code databases, 2000-2013, said databases restated and incorporated here by reference, as if set forth in full; Due to the size, a true, accurate, and complete copy of said Universal Security Agreement, the dates of original issues, registrations, notices (both original and additional courtesy notices), etc, are also published in the public record, worldwide internet, and Judicial System, including and not limited, PACER under United States Eastern District of TN case number 3:17-cr-00082-TAV_DCR, restated and incorporated here by reference, as if set forth in full, specifically Case Docket Document Numbers 18, 25, 43, and 52-56, also at United States 6th Circuit Court of Appeals, case number 18-5752, restated and incorporated here by reference as if set forth in full, United States District Court Washington District of Columbia case number 1:17-mj-00531-DAR, restated and incorporated here by reference, as if set forth in full, and <https://i-uv.com/universalcleanup-universal-security-agreement-usca-doc-30-notice-of-filing-hatj-bill-of-lading-03-11-19/>, restated and incorporated here by reference, as if set forth in full;

B. The Federal Reserve, its members, including and not limited to Citi, and other entities as set forth by said Universal Security Agreement, including and not limited to any assignees, agents, etc, are lawful and legal parties to said Universal Security Agreement, and thus, subject to the terms and conditions therein;

C. Citi duly accepted payments from designated payment account, "TRUST HEATHER ANN TUCCI-JARRAF", successfully enrolled said designated payment account in autopay, accepted instructions for the card and account in question to be paid in full each month via autopay from said designated payment account, and issued thereof, Annex B-E, restated, as follows: July 5, 2017, Amount \$2,000, *Payment Confirmation*: 122374214396627, Annex C, restated; July 6, 2017, Successful enrollment *AutoPay Confirmation*, Annex D, restated; and, July 8, 2017, Amount \$972.10, *Payment Confirmation*: 112376454007628, Annex E, restated;

14. Numbers 6-13, in their entirety, restated, and if I had been duly served and summoned in a legal action, and/or noticed by any third-parties that had unknowingly bought or been assigned such a

purported "debt asset", I would have appropriately and duly noticed and responded with this Declaration and Annexes in a timely manner;

15. Numbers 1-14, above, restated, and no contract exists that is duly signed between myself and Midland Funding LLC;

16. Numbers 1-15, above restated, and I DECLARE WITH FULL RESPONSIBILITY, ACCOUNTABILITY, AND LIABILITY:

A. If Midland's purported Case No. 792564 does in fact involve the Costco Citi Card, associated account, and any and all matters thereto, See Annex B-E, restated, then pursuant to the governing Universal Security Agreement identified herein, Number 13.A, restated, Midland is subject to that Universal Security Agreement and the terms, conditions, penalties, and enforcements therein, specially COMMERCIAL BILL and TRUE BILL;

B. I believe in good faith that Midland Funding LLC, has: i.) Made a mistake; or, ii.) Is a victim of fraud, and other criminal acts, done by Citi, the Federal Reserve, and/or other unknown persons or individuals;

C. **PRAECIPE OF REMEDY:** Upon due receipt of this Declaration and its Annexes, via their purported agent, Midland Funding LLC, has 24 hours to dismiss their purported legal action against me, See Annex A, restated, *without penalties*, as set forth in Universal Security Agreement identified herein, Number 13.A, restated; and,

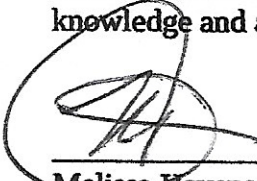
D. **FAILURE TO REMEDY:** Number 16.C, above, restated, and any failure by Midland Funding LLC to dismiss said purported legal action against me, then their failure will be accepted as evidence of their knowing participation, a co-conspirator of fraud, other crimes, against me, and/or Clerk, Pierce County District Court, and others, nunc pro tunc from the time and date of original filing of the initial, original, or primary action to this purported "supplemental action", Case Number 792564; and,

E. **COST AND PENALTY:** Pursuant to the terms and conditions within the Universal Security Agreement identified herein, 13.A, restated, specially the COMMERCIAL BILL and TRUE BILL, Midland, its agents, and assignees, agrees: i. That each and every prejudice against me is an individual and separate incident; ii.) each and every prejudice costs a total of \$ 10 Billion USD, immediately owing, payable, and collectable; iii.) each day that this case is not dismissed is a separate and individual incident of prejudice against me; and, iv.) other penalties, settlement, and enforcement actions immediately implemented, as set forth by said Universal Security Agreement, restated; and,

F. **PRAECIPE FOR CLERK ACTION:** CLERK, its agents, assignees, etc., do not have any jurisdiction, or authority, to execute, or otherwise issue the orders, subpoenas, etc., presented by Midland Funding LLC, See Annex A, in its entirety, restated; CLERK, Pierce County District Court, its agents, and assigns, are respectfully ordered to CEASE AND DESIST in taking any action other than dismissal of Case Number 792564; and,

G. FAILURE TO REMEDY, COST, AND PENALTY (CLERK): If CLERK, its agents, assignees, Pierce County District Court, Washington State, and any individuals involved in, and/or choosing to, sign and issue the proposed orders and subpoenas, see Annex A, after due receipt of this Declaration and Annexes, for due cause, they will also each owe me **\$ 10 Billion USD** for each document signed and issued, which is duly considered **immediately owing, payable, and collectable.**

This **DECLARATION**, and its Annexes, are true, accurate, and complete, to the best of my knowledge and ability, and legally binding, for all to rely upon.



Melissa Havens

Phone: (253) 324 - 3949

DECLARATION OF SERVICE

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

I, Melissa Havens, duly make, issue, and notice that the above **DECLARATION**, and its Annexes, are duly made, issued, and executed on August 29, 2022, have been duly served and noticed electronically upon Midland Funding LLC, Gordon, Aylworth & Tami, P.C., Attorneys at Law, and Clerk, Pierce County District Court, its agents, contractors, assignees, successors, et. al., including the known email addresses, and any physical address, as identified below, via my email address of Havens30@icloud, on August 29, 2022, with date and time stamp contained in said electronic service, restated and incorporated by reference here, as if set forth in full.

Recipient Email and Physical Addresses:

info@gatlawfirm.com, 4023 W 1st Avenue, P.O. Box 22338, Eugene, OR 97402

etami@gatlawfirm.com, 4023 W 1st Avenue, P.O. Box 22338, Eugene, OR 97402

supsd@piercecountywa.gov, Clerk, Pierce County District Court, 930 Tacoma Ave S Rm 239, Tacoma, WA 98402-2102



Ameyble

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON
FOR PIERCE COUNTY

MIDLAND FUNDING, LLC,

Plaintiff,

vs.

Case No. 792564

MELISSA HAVENS,

Defendant.

CERTIFICATE OF MAILING

I am employed in the County of Lane, State of Oregon. I am over the age of 18 and not a party to the within action; my business address is 4023 W 1st Ave, Eugene, OR 97402.

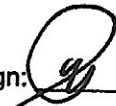
On ~~May 23~~ ^{August 23} 2022, I caused to be served the foregoing documents described as Plaintiff's Motion and Declaration for Order for Subpoena Pursuant to RCW 50.13.070, Sworn Declaration, Supplemental Money Award, Proposed Order and Subpoena Pursuant to RCW 50.13.070 on the following persons:

Melissa Havens
1810 34th Avenue N.W.
Gig Harbor, WA 98335-7831

By placing a true and correct copy thereof, duly certified to be such by me, in a sealed envelope, and by depositing the same with the U.S. Postal Service, postage prepaid, on the date stated below.

I declare under penalty of perjury under the laws of the State of Washington that the above is true and correct.

DATED this 23 ^{August} day of ~~May~~, 2022.

Sign: 

Print: Matthew R. Aylworth

Secretary to:

Matthew R. Aylworth, WSBA #37892

Eleanor Tami, WSBA #45038

Taylor K. Jennings, WSBA #55320

Parker R. Brigance, WSBA #57467

The foregoing is a certified true copy of the original.

Sign: 

Print: Matthew R. Aylworth

Secretary to:

Matthew R. Aylworth, WSBA #37892

Eleanor Tami, WSBA #45038

Taylor K. Jennings, WSBA #55320

Parker R. Brigance, WSBA #57467

ORIGINAL

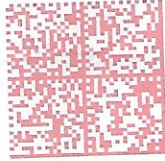
Gordon, Aylworth & Tami, P.C.
P.O. Box 22338
Eugene, OR 97402

Melissa Havens
1810 34th Avenue N.W.
Gig Harbor, WA 98335-7831

US POSTAGE PAID PITNEY BOWES



ZIP 97402 \$ 000.81⁰
02 4W
0000369315 AUG 23 2022



98335-7831 R008





Success! We've Received Your Payment

Thank you for the payment to your Costco Anywhere Visa® Card by Citi-2394.

Your Minimum Payment Due and current balance will reflect this payment on the scheduled date, or immediately if the scheduled date is today.

This payment increases your available credit to \$ 2,000.00.

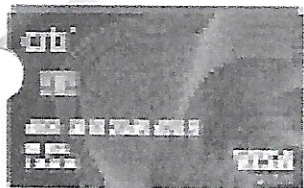
Payment Confirmation: 122374214396627

Payment Amount:	\$ 2,000.00
From Account:	TRUST HEATHER ANN TUCCI-JARRAF-*****1682
To Account:	Costco Anywhere Visa® Card by Citi-2394
Date:	07-05-2017



Amey D

Enroll in AutoPay



Costco Anywhere Visa® Card by Citi-2394

All finished! You've successfully enrolled in AutoPay.
This will be effective 07-16-2017.

Payment Account	TRUST HEATHER ANN TUCCI-JARRAF-1682
Payment Amount	Minimum Payment Due
Payment Frequency	The amount in 1 payment
Payment Date(s)	On Due Date - 16th
Confirmation	075369

7/8/2017

Payments - Citibank

Chavez E



Success! We've Received Your Payment

Thank you for the payment to your Costco Anywhere Visa® Card by Citi-2394.

Your Minimum Payment Due and current balance will reflect this payment on the scheduled date, or immediately if the scheduled date is today.

This payment increases your available credit to \$ 1,098.71.

Payment Confirmation: 112376454007628

Payment Amount:	\$ 972.10
From Account:	TRUST HEATHER ANN TUCCI-JARRAF-*****1682
To Account:	Costco Anywhere Visa® Card by Citi-2394
Date:	07-08-2017