Class Action Agreement & Evidence Collection

Those who believe that trustees of our Ashburn Farm Association (AFA) are abusing the authority we have extended to them are encouraged to agree to join a class action lawsuit that recovers our sovereignty and to provide evidence of abuses.

- Sign the “AGREEMENT TO JOIN IN A CLASS ACTION LAWSUIT” found on page 2.
- Provide basic evidence for the case by initialing each statement found in the “COMMON AGREEMENT” section starting on page 3 then sign and return the full agreement.

Return signed forms and evidence to:
Cybertooth LLC
P.O. Box 2761
44715 Prentice Dr.
Dulles, VA 20146-2761

Electronic versions of this and supporting documents are available at https://recharterhoas.wordpress.com and consists of two main parts: (A) the Formal Legal Complaint, most of which is included in this document, and (B) supporting evidence such as Exhibits A-K – Complaint Evidence.

Hereafter, the terms Ashburn Farm Association (AFA), Home Owner Association (HOA) and Association shall be used interchangeably.
AGREEMENT TO JOIN IN A CLASS ACTION LAWSUIT

DATE: ______________________

NAME: ______________________

ADDRESS: ____________________

ADDRESS: ____________________

I attest as an Ashburn Farm homeowner that when I signed the Home Owners’ Agreement I became a co-owner of the Ashburn Farm Association (AFA) itself and of all property it holds on my behalf; therefore, the trustees and all employees thereof are my employees, and as my employees they hold no authority over me; therefore, they hold no authority to demand anything of me except for the appropriate compensation for services rendered. I attest that to assume any authority over me as their employer is a usurpation of my sovereign authority – each instance a violation of the responsibilities conferred to them by the acceptance of their office; each an abuse of authority I have extended to them, each a violation of the code of conduct and each engendering a host of other possible violations.

I further attest that such violations of my rights and authority have and are occurring; therefore, with this petition I join in common agreement to empower the Cyberbyte LLC on my behalf to identify and address such issues as appropriate to a full and complete resolution; to find and empower legal representation and to employ any legal defense, strategies and resolutions deemed necessary until such time as replaced by a majority of the petitioners. No commitment to provide monetary or services support is conferred with this agreement though I may choose to provide such support at a later time.

SIGNATURE: _______________________________ (signature required)

Printed Name: _______________________________

Send documents and supporting evidence to:

Cybertooth LLC, P.O. Box 2761; 44715 Prentice Dr.; Dulles, VA 20146-2761
COMMON AGREEMENT

Provide your initials beside each statement below to indicate common agreement. This affidavit will be collected with others to create a core set of evidence that may prove useful to this case. Any other evidence you wish to provide is welcome and should include a detailed description of the facts and supporting evidence and should be dated and signed – with a note attesting that it is provided in support of this case. Send such evidence to the Cybertooth LLC at P.O. Box 2761; 44715 Prentice Dr.; Dulles, VA 20146-2761. The provision of this or any other such evidence does not constitute any obligation either for you or for the Cybertooth LLC.

Claim I – § 55.513 – Adoption and enforcement of rules

I concur that claim I is correct: that homeowners are owners of the HOA itself, that it is they who are sovereign over and empower the HOA; therefore, the Code of Virginia § 55.513 does not and cannot empower trustees/employees of that HOA with authority greater than that which a homeowner holds over his neighbor or his self; therefore, those who threaten, punish or otherwise assume authority they have not been extended exercise unlawful authority.

I concur: _________

Claim II – § 55.515 – Compliance with declaration

I concur that claim II is correct: that Code of Virginia § 55.515 does not and could not empower an HOA with the authority to force compliance with rules and guidelines written by the Association since, even with written consent, no unalienable right can be made alienable; thus, compliance with rules and guidelines is completely voluntary.

I concur: _________

Claim III – Inspection Notice Violations

I concur that claim III is correct: that our HOA trustees are using notices and other methods to exercise unlawful authority over those they were asked to serve in an abuse and usurpation of authority extended to them as my duly appointed officers of a company I own and empower.

I concur: _________
Claim IV – § 55-510 – Access to association records; meetings ...

I concur that claim IV is correct: that each failure/refusal by trustees to provide a usable list of owners is a violation of § 55.510(B)(1) and each failure/refusal to provide access to other authorized HOA records is likewise a violation of § 55.510(B); and lastly, I agree that such violations continue to occur.

Claim V – Government Institution

I concur that claim V is correct: that the HOA is a first-level government institution and cannot be deemed otherwise due to the authority required to bind it to the land; that trustees are first-level public figures involved in public corruption, and that the HOA’s existence as a government entity reinforces the proof that the HOA is forbidden from acting in its own best interest, just as its existence as a non-profit institution prohibits it from acting in its own best interest, with both conditions being in direct conflict with claims printed in the HOA’s own Code of Conduct as defined in claim VI.

Claim VI – Code of Conduct - Best interests of the Association

I concur that claim VI is correct: that Exhibit “K” shows that our association’s Code of Conduct, May 2012, § 2, Conflict of Interest, ¶ 2, is in direct conflict with (A) the lawful purpose for which our AFA was created, (B) is in conflict with the limitations established for non-profit organizations and (C) is in conflict with the limitations and purpose established for government institutions.

Claim VII – Code of Conduct – Right to Petition

I concur that claim VII is correct: that each refusal/failure by trustees to respond in full to questions and concerns and each such refusal to add New Business to the BOT agenda, regardless of whether they like the questions or issues, constitutes a violation of an owner’s First Amendment Right to Petition and the responsibility of trustees to yield to that right; each a violation of their responsibilities and of their code of conduct.

I concur:
Claim VIII – Oversight Authority

I concur that claim VIII is correct: that the authority of owners whose rights are violated escalates in the manner described in Exhibit “G” and that trustees are obligated to yield to such elevated authority accordingly.

I concur: __________

Claim IX – § 59.1-507.1. Breach of contract; material breach

I concur that claim IX is correct: that the actions as described constitute breaches of contract and that further such infractions should be so judged; I also agree that such transgressions occur because trustees personally gain from such breaches and ask that trustees be held individually accountable for such behavior.

I concur: __________

Claim X – Community Newsletter

I concur that claim X is correct: that the escalation of authority as defined in Exhibit “G” provides one whose rights have been violated with the authority to demand the use of community resources, as appropriate to the violation and its rectification, in order to defend himself or herself before such issues have to end up in court; that such is the right of all owners whose rights have been violated, and that each refusal to yield to such escalated authority is a violation of the rights of one wielding such authority and each a violation of the obligations held by trustees to yield such authority.

I concur: __________

Claim XI – § 18.2-59 – Extortion of money, property or pecuniary benefit

I concur that claim XI is correct: that trustees use the legitimate authority of their offices to intimidate, threaten and punish owners in order to gain and maintain unlawful authority, as described, which at the very least is the extortion of money in the form of fines and fees and of property in the form of the Plaintiff’s authority for personal gain, and are aided in such acts by the law firm of Raymond A. Ceresa, P.C.; that they do so knowingly and without regard to the limitations of their offices, their constitutional obligations or of the superior authority of those they serve. I further agree that such extortion occurs most notably through inspection notices as described in Claim III.

I concur: __________
Claim XII - § 18.2-111 Embezzlement deemed larceny

I concur that claim XII is correct: that that use of threats in communications such as those used in inspection notices and the use of legal letterhead in order to gain compliance from an owner appears to meet the definition of embezzlement as defined by the Code of Virginia § 18.2-111 and that any similar acts should be so deemed.

I concur: 

Claim XIII - § 18.2-513. Racketeering activity

I concur that claim XIII is correct: that the situation as described appears to meet the definition of racketeering activities as defined by the Code of Virginia § 18.2-513 and that any further similar acts should be so deemed.

I concur: 

Claim XIV - § 18.2-514. Racketeering offenses

Lastly, I concur that claim XIV is correct: that through their actions trustees of our HOA have and continue to act in manners consistent with racketeering, such as those described herein, and thus trustees have and continue to commit what I believe to be racketeering offenses, and are being aided by the law firm of Raymond A. Ceresa, P.C. in doing so, and that any similar acts should be similarly adjudicated.

I concur: 

DATE: 

NAME: 

ADDRESS: 

ADDRESS: 

SIGNATURE: _______________________________ (signature required)

Printed Name: _______________________________

Send your signed documents and supporting evidence to:
Cybertooth LLC, P.O. Box 2761; 44715 Prentice Dr.; Dulles, VA 20146-2761
Complaint Evidence

The remainder of this document is evidence taken from a legal complaint one Ashburn Farm homeowner used to try to reclaim his rights and authority from his employees, trustees of this Ashburn Farm Association (AFA). In the COMMON AGREEMENT section on page 3, you are asked to review the claims presented in this complaint to show where you agree with the determinations. Your responses may be included as evidence in a class action lawsuit, should that be deemed necessary, since trustees have thus far refused to yield to our sovereignty.

Even if you do not provide COMMON AGREEMENT evidence you may still join the class action by signing the AGREEMENT TO JOIN IN A CLASS ACTION LAWSUIT document on page 2.

The full legal complaint and supporting evidence referenced within can be found at:

- [https://recharterhoas.wordpress.com/resources/](https://recharterhoas.wordpress.com/resources/)
Statement of Facts

28. On October 9th 2006, the Plaintiff signed a “Purchaser’s Acknowledgement of Receipt of Property Owners’ Association Disclosure Packet”, the HOA Agreement, Exhibit “A”, a document which signified that by moving into the neighborhood the Plaintiff takes co-ownership of the Ashburn Farm Association corporation and is thus liable for the actions of those who manage and work within that organization and consequently holds both the responsibility and authority to make certain those employees remain within the limitations of their authority.

29. On or about June 5th 2012, the Defendants sent an inspection notice, Exhibit “B”, which initiated a string of events which occurred as follows:
a. This legal complaint began because of actions by trustees of the Ashburn Farm Association (AFA). The Plaintiff had lived in his home for 6 years before the HOA (the Defendants) decided to perform forced inspections after which they sent letters informing the Plaintiff of what he MUST do (Exhibit “B”). This letter came complete with photographs, a short list of mundane issues (EX: dirty siding and clutter) and a deadline date – an implied threat of action should their demands not be met. Such threats imply the punishments available to the HOA including daily fines, fees, restrictions, legal action, etc. The Plaintiff claims this was a direct assault on the Plaintiff’s rights (see “Claim III – Inspection Notice Violations”): his authority, liberty and security, and initiated increased attention as to what employees of his AFA were doing – a company which the Plaintiff owns. Thus, it was HOA trustees that initiated the offenses now being debated before this court.

b. On or about July 02, 2012, a letter was drafted in response to this notice informing the Defendants of their abuses of authority (Exhibit “B.1”). The Defendants did not respond. The letter warned that their actions are unconstitutional and proof was included in the response. Trustees (the Defendants) were reminded of their obligations as representatives of those who empower them and of their responsibility to identify and resolve abuses as soon as they are known (to redress grievances). It was at this point that the Plaintiff began attending almost every Board of Trustees (BOT) meeting with the intent of learning why trustees (the Defendants) behaved as they do. Thus began the systematic evaluation of the HOA’s operations by the Plaintiff in order to learn why the Defendants refuse to behave – to be self-controlled.

c. Months later, on or about March 25, 2013, a second inspection notice arrived with a different set of mundane complaints and threats (Exhibit “B”). This notice solidified the Plaintiff’s determination for answers but it was not the last inspection notice sent by the Defendants. All told, a total
of four inspection notices were received – one a reminder but containing
the same threats as the others.

d. After receiving this second inspection notice the Plaintiff knew something
needed to be done and requested a list of owners in order to petition
other owners to change the actions of the Defendants. The request began
in May 2013 but it wasn’t until July 2013 that an unusable version of what
the Defendants called an owners list was received by the Plaintiff. Issues
with the list provided are examined in Exhibit “C”.

e. After receiving this useless list of owners the Plaintiff made many
requests for a usable list of owners and counts at least 23 instances when
refusals took place, each refusal a violation of the Defendants’ obligation
– one violation for each of 17 announcement dates, 2 in emails, 2 in other
printed material and 2 verbally.

f. Since attempts to obtain a usable owners list failed the Plaintiff escalated
the request by demanding Defendants provide copies of all information to
which the Plaintiff is entitled, to find more evidence of issues with the
Defendants’ actions that would stand up in court. At first this request was
verbal, while standing at the Association office discussing the owners list,
and was immediately refused; so, the Plaintiff provided a formal FOIA
request and a 2 terra-byte storage device on which to store the
information. Again, the demand was refused and no data was provided.

g. In early September 2013, after quietly attending meetings, preparing a
new Declaration of Covenants document and having identified many
violations by the Defendants, the Plaintiff officially began making regular
appeals to the Defendants, requesting formal discussions regarding
issues and how to resolve them.

h. Following this September 2013 kickoff date the Plaintiff attended and
made requests for grievances at each of 21 of the next 22 BOT meetings
via the Public Forum period. At each, the Defendants were asked to
publicly discuss the issues and to help find resolutions. Initial requests revolved around both the issues and the idea of resolving them by re-chartering the AFA but the Defendants simply scoffed at the evidence and laughed at the re-charter concept, so later attempts focused only on the issues and the responsibility of the Defendants to formally redress them.

i. The Defendants refused every request to provide “a formal decision by the Board” regarding each of the various issues – stating only once that any kind of group deliberation took place (04 OCT 2013, Exhibit “E”) but never addressing the grievances and their merits. In this informal response Mr. Tim Hughes would only claim that “the Board of Trustees is pledged to advance the interests of the Association, and we do not feel that this pursuit is in the best interests of the Association” and with that concluded his discussion of the topic. This letter included the comment that the Plaintiff should “consult an attorney” which was in-line with statements the Defendants made at the first meeting which was that the Plaintiff should “take the issues to court.” Exhibit “U” contains write-ups about each of these encounters including what was said, issues discovered, Defendant responses, additional violations and other notable details.

j. Each verbal request for grievances made at each of the 21 of 22 BOT meetings was complimented with written documents. At first only the president received these but shortly thereafter they were provided to all the Defendants. About 18 of these documents contained formal written requests for a redress of grievances and 17 contained requests for a usable list of owners. These documents also contained uplifting words for trustees and reminders of the obligations of their office.

k. Sometime around June 2014, the Plaintiff decided that efforts to obtain a complete and usable list of owners and to communicate with trustees were not succeeding and began requesting the addition of New Business to the BOT agenda so that “a formal decision by the Board” could be
received, Exhibit “D”. The Plaintiff hoped the addition of New Business
would force the Defendants to redress grievances and allow an inspection
of the motivations of those elected to service on the Plaintiff’s behalf, as
they are required because of both the Plaintiff’s Right to Petition and the
Defendants’ own Code of Conduct found in “Claim VII – Code of Conduct
– Right to Petition”.

l. For more than a year the Plaintiff made direct and indirect requests to add
new topics to the agenda and made motions upon which trustees would
vote. These were all attempts to hold dialogs regarding the issues;
however, trustees never allowed such discussions, even shouting the
Plaintiff down, each event a violation of their responsibilities, each a
violation to their oaths of office and each an abuse of authority (breach of
contract).

m. The Plaintiff claims it to be his right to know of the character and
principles of those working for him and to receive a clear understanding of
their motivations; that it is the Plaintiff’s responsibility to allow only those
who support and defend the Constitution to hold office and to work to
remove those who will not.

n. It is the Plaintiff’s right and responsibility to verify that those working for
him agree with and obey limitations placed upon them and adhere to the
moral values required for the office. These rights and responsibilities are
derived from the Plaintiff’s authority as an owner of the AFA, his right and
responsibility to protect and defend both his self and others. And because
these are the Plaintiff’s rights those who work for him carry the
responsibility to bend to those rights and that authority – especially when
such authority is explicitly exercised as the Plaintiff has done, as detailed
in this complaint.

o. With all other attempts to discuss correcting the behavior of trustees
failing, the Plaintiff sought new methods through which to communicate
with both trustees and owners, as is the Plaintiff’s right. The most obvious
tool available was through the “Across the Fence” community newsletter – a newsletter which belongs to residents since residents own the HOA and employ its staff. Early attempts to use the newsletter were limited to the use of classified ads. These were free to all residents but such ads were not sufficient to communicate the complex problems at hand since postings were limited to 40 words or less”. So, the Plaintiff began writing articles concerning issues regarding trustees and their abuses of authority – issues directly related to the HOA and its operations.

p. When the first article was presented for posting in late December 2014 the AFA staff agreed but three months later it was still not posted and there was no response regarding why. It wasn’t until late February 2015 that a response came notifying the Plaintiff that the article was too long and could not be printed. Accepting this reasoning the Plaintiff separated the article into four parts and resubmitted it for publication in early March 2015. After several more inquiries with no response, Mr. Tim Hughes (the HOA president) finally responded almost three months later saying the article would not be published under any circumstances.

q. At this point the Plaintiff had no other recourse for communicating with owners and began to politely demand that this article be printed on the grounds that the many offenses against him afforded an authority elevated above his normal authority thereby allowing him to demand a less-than-common use for the property he owns – the community newsletter, property held on his behalf by trustees of the AFA of which he is an owner.

r. Two more times the Defendants refused to post the article, each time claiming the authority to refuse such a request but each argument being successfully refuted by the Plaintiff – still, the Defendants refused to post the article. This exchange of emails and the authority the Plaintiff claimed when demanding that it be printed is documented in Exhibit “F”.
s. By August 2015 the Plaintiff had attended almost every BOT meeting for three years and petitioned the Defendants to redress issues and answers to a great number of questions. Having no recourse and no desire to affect the lives of the Defendants with a lawsuit, the Plaintiff began to exercise the authority he had extended to the Defendants in their service to him as the owner of the AFA. By this point the Plaintiff had (i) been threatened by trustees of a company he owns, (ii) been actively refused the right to redress grievances by those same trustees, (iii) been actively refused access to a usable list of other owners, (iv) been actively thwarted from exercising his right to petition owners and residents, (v) been actively refused the right to add New Business to the BOT agenda in order to establish communication with trustees and residents, and (vi) been actively refused the right to effectively communicate with residents and other owners through the community newsletter, property which he owns that is in the care of the HOA (which he also owns), regarding a topic that is most certainly HOA related, in an attempt to defend his rights from ongoing violations by trustees of that same HOA (the Defendants).

t. Because of the many abuses against him the Plaintiff was forced to become more emphatic in his authority as an owner of the HOA. Trustees could not be allowed to continue in their illegal acts since the Plaintiff, as an owner, has the responsibility and therefore the authority to correct their actions. If the HOA is sued for its actions it is not trustees who pay it is the HOA’s owners who are held responsible; in this case, the tax payers a.k.a. property owners.

u. So, to fix the problem the Plaintiff first tried exercising a modest level of oversight authority by demanding rather than requesting that the first article about the AFA’s corruption be printed, while also revoking authority that had been extended by the Plaintiff to the trustees under § 55.513 – a right the Plaintiff claims (i) because of the consistent violations against him, (ii) because it is his authority as an owner which the Defendants are
abusing and (iii) because it is his responsibility as an owner of the AFA itself. Trustees refused again and again and each refusal is a violation of the Plaintiff’s authority and their duties.

v. After all other attempts failed the Plaintiff exercised the greatest authority he carries as one whose rights have been violated short of going to court – the full right of oversight. The Plaintiff exercised this strongest right by revoking the authority extended to the trustees and claiming direct authority over the board. The powers revoked are those described in § 55.513 and § 55.515, the events that transpired that support their revocation are described in Exhibit “G.1”, and the right to revoke them and to claim this authority is described in Exhibit “G”.

w. On or about August 10, 2015, a letter was received from the law firm of Raymond A. Ceresa, P.C. which though polite contained additional threats to the Plaintiff should he act on the authority he was attempting to exercise but which the Plaintiff asserts was and is within his authority even now because of the violations against him. This email chain is found in Exhibit “G.1”. The Plaintiff prays the court would uphold his claim.

30. Having no further recourse this complaint was reluctantly moved into the court.

Claim I – § 55.513 – Adoption and enforcement of rules
(Evidence that § 55.513 does not empower the Defendants with the authority to threaten or punish the Plaintiff without first being empowered by one whose rights have been egregiously violated by the Plaintiff)

Code of Virginia § 55.513(B) Adoption and enforcement of rules
B. The board of directors shall also have the power, to the extent the declaration or rules and regulations duly adopted pursuant thereto expressly so provide, to (i) suspend a member's right to use facilities or services, including utility services,
provided directly through the association for nonpayment of assessments which are more than 60 days past due, to the extent that access to the lot through the common areas is not precluded and provided that such suspension shall not endanger the health, safety, or property of any owner, tenant, or occupant and (ii) assess charges against any member for any violation of the declaration or rules and regulations for which the member or his family members, tenants, guests, or other invitees are responsible.

31. Code § 55-513(B)(ii) empowers the board of directors to “assess charges...for any violation of the declaration or rules and regulations”; however, the board is empowered by owners themselves and therefore cannot use powers extended against those who extended them. In short, the king is not subject to his own decrees. It is a simple matter regarding the derivation of power.

32. Since one homeowner does not have the authority to punish another, for having dirty siding or the wrong color of rocks for example, the HOA cannot be empowered with such authority by those homeowners. To be brief, each homeowner is king and sovereign over his own domain.

33. The Constitution guarantees this by recognizing our rights as given by God and thus unalienable; therefore, only the authority of one whose rights were violated by the Plaintiff could empower the Defendants above the authority of the Plaintiff; thus empowering the Defendants to threaten or punish the Plaintiff.

34. This does not leave § 55-513(B)(ii) powerless since the HOA is legitimately empowered to intervene where the common rights of community members are affected: such as where easement properties are concerned, shared property issues, community disputes, drainage and similar issues are concerned. Therefore, it is not within the authority of employees to decide what owners may do with their property (the Right of Liberty). They are only empowered, by owners, to help identify where the rights of owners conflict and to find common agreement there. More specifically, trustees (the Defendants) are strictly forbidden from assuming the authority to enforce arbitrary rules over those who empower them. After all, trustees are only elected unpaid employees and the
rules they write belong to a company owned and empowered by the Plaintiff – a
servant organization.

35. Since it is the authority of the Plaintiff and other owners that empowers the
Defendants in their roles as trustees and because all owners are equal there is
no authority greater than the Plaintiff’s that the Defendants carry with which to
claim the right to punish the Plaintiff for general violations to the HOA agreement.
This means every threat made against the Plaintiff when the Defendants are not
empowered by an authority greater than an owner is a threat the Defendants
cannot legally enforce or carry through with and therefore each is a violation of
the authority provided to them under § 55.513 and § 55.515; each a threat they
cannot make.

36. The U.S. Supreme Court has repeatedly held that individual liberties must be
protected no matter how repugnant some find the activity or individual involved.
For example, in Planned Parenthood v. Casey, 505 U.S. 833, 112 S. Ct. 2791,
120 L. Ed. 28 674 (1992), the Court stated, "Some of us as individuals find
abortion offensive to our most basic principles of morality, but that cannot control
our decision. Our obligation is to define the liberty of all, not to mandate our own
moral code." In West Virginia State Board of Education v. Barnette, 319 U.S.
624, 63 S. Ct. 1178, 87 L. Ed. 1628 (1943), the Court invalidated a law
mandating that all students salute the flag, and in Texas v. Johnson, 491 U.S.
397, 109 S. Ct. 2533, 105 L. Ed. 2d 342 (1989), it invalidated a law prohibiting
burning of the flag. In all of these cases, the Court emphasized that individuals
may disagree about whether the activity is morally acceptable, but the liberty
inherent in the activity may not be proscribed even if a majority of the populace
thinks that it should be. REF: http://legal-dictionary.thefreedictionary.com/Liberty

37. Justice LOUIS D. BRANDEIS summarized the U.S. Supreme Court’s general
wariness of government intrusion into liberty interests, in Whitney v. California,
274 U.S. 357, 47 S. Ct. 641, 71 L. Ed. 1095 (1927): "Those who won our
independence believed that the final end of the state was to make men free." The
Court will continue to grapple with the extent to which organized society may
restrict individual liberty without violating that mandate. REF: http://legal-
dictionary.thefreedictionary.com/Liberty

38. Given the U.S. Supreme Court’s aversion toward “intrusion[s] into liberty
interests” and their belief that “the final [purpose] of the state was to make men
free” it would be a mistake to assume that authorities closer to the people, such
as the AFA (the Defendants), have no such purpose or self-limitation. This
supports the claim made throughout this complaint that the Defendants, in their
official capacity as trustees, hold no authority (i) to threaten or punish those who
empower them without first having been empowered by one whose rights have
been violated, (ii) to assume any authority to obstruct, restrict or prohibit the
owners from exercising their rights, or (iii) to prohibit a violated person from
defending himself using the less common oversight authority. This reinforces the
proof that the statement that “any lack of such compliance shall be grounds for
an action” does not empower trustees to make idle threats.

39. The question at this point is: Can a man legitimately punish another man for
violating an agreement stating that his home would be of a specific color? The
answer is no. The right of liberty is an unalienable right so it is only the man’s
honor (his word) that is damaged by the violation of such an agreement – not the
rights of another. The violation of a simple promise does not violate another
person’s rights to an egregious extent and therefore cannot alienate the violator
from his own rights. However, if a man fails to pay another for services rendered
then such an act violates the right of the man to whom the money owed to
receive what was due. This violates the agreement in an egregious manner
which permits the violated the right to obtain justice at which point the violator
may be punished as appropriate to the violation. In other words, it is only the
authority of the violated which permits a punishment not a general agreement
between equals – in this case § 55-513(B)(ii).
Claim II – § 55.515 – Compliance with declaration

(Evidence that § 55.515 does not empower the Defendants with authority to threaten or punish the Plaintiff without first being empowered by one whose rights have been egregiously violated by the Plaintiff)

40. The Code of Virginia defines the general compliance parties involved in the association agree to accept:

Code of Virginia § 55.515. Compliance with declaration.

A. Every lot owner, and all those entitled to occupy a lot shall comply with all lawful provisions of this chapter and all provisions of the declaration. Any lack of such compliance shall be grounds for an action or suit to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the association, or by its board of directors or any managing agent on behalf of such association, or in any proper case, by one or more aggrieved lot owners on their own behalf or as a class action. Except as provided in subsection B, the prevailing party shall be entitled to recover reasonable attorney fees, costs expended in the matter, and interest on the judgment as provided in § 8.01-382. This section shall not preclude an action against the association and authorizes the recovery, by the prevailing party in any such action, of reasonable attorney fees, costs expended in the matter, and interest on the judgment as provided in § 8.01-382 in such actions.

41. Code § 55.515 defines both the responsibilities of owners and the authority of an HOA to respond to violations but the Plaintiff contends that both are derived from the authority of owners and therefore owners cannot be punished for violations under normal circumstances since no superior authority exists having the authority of enforcement. Owners are promising to comply with rules established by a company they own and therefore remain sovereign to that authority regardless of what is written.

42. Put another way: We the People come together in common agreement as equals and any agreement between equals has no superior force behind it allowing
force to be used when violations of the general agreement occur. It is another
way of saying: A person cannot be subjugated by his own authority. Violations of
such an agreement are a matter of honor and nothing more. Thus, a king who
keeps his promises is more honorable than one who does not but nothing may
be done if he does not – he is king.

43. This is what the guaranteed Right to Liberty means. It guarantees that only a
violated person’s authority may empower a created entity, such as an HOA, with
authority greater than that of a signatory (or violator). This means the power to
punish violators is only in effect in two cases: (1) when a violated person
empowers the HOA to respond to a clear violation, and (2) when the violator is
not a person with unalienable rights guaranteed by the Constitution but is instead
a created entity set beneath the authority of the HOA (such as a company
holding the title to land).

44. And Again: One homeowner has no authority to punish another homeowner
because of the beauty or aesthetic qualities of another homeowner’s home, or
lack thereof, and therefore cannot empower any entity, such as the HOA, with
such powers even under a signed agreement, such as a homeowner’s
agreement. A signed agreement does not and cannot empower the receiver with
authority greater than the person who signed it; therefore, the signatory remains
sovereign to the signature and therefore a created entity, such as the AFA,
created by signature cannot hold an authority superior to the signatory without
first being empowered by one with greater authority.

45. The above evidence shows that the powers described by § 55.515 are powers
provided by homeowners, equals, and under normal circumstances do not
empower the Defendants with authority to threaten or punish the Plaintiff or any
other homeowner. Thus, under normal circumstances it is a pure servant
organization and must remain completely submissive to its homeowners (the
Plaintiff) and cannot make threats.
Claim III – Inspection Notice Violations

(Violation – Abuse of Authority defined in § 55.513 and § 55.515 – 4 counts)

46. Plaintiff reasserts paragraphs 29a and 29c, “Claim I – § 55.513 – Adoption and enforcement of rules”, especially paragraph 35, and “Claim II – § 55.515 – Compliance with declaration”

47. Since none of the 4 documents identified in paragraphs 29a and 29c describe violations to another person’s rights the Defendants are only empowered by the Plaintiff and therefore are not empowered to make threats against the Plaintiff regardless of the violations. Thus, each document constitutes a violation of the powers extended to the Defendants as defined in § 55.513 and § 55.515 – 4 counts of Abuse of Authority.

48. The generation and use of inspections and inspection notices is not contested in this complaint – what is being contested is the use of threats when the Defendants have no legitimate authority to make them. When the Defendants have not been empowered by one with an authority greater than the Plaintiff’s then the Plaintiff’s authority is the highest the Defendants hold since owners alone empower the Defendants under normal circumstances.

Claim IV – § 55-510 – Access to association records; association meetings; notice

(Violations of § 55.510(B)(1) – Access to a usable list of owners – 23 counts)

(Violations of § 55.510(B) – Access to all books and records – 2 counts)

Code of Virginia § 55.510. Access to association records; association meetings; notice

B. Subject to the provisions of subsection C and so long as the request is for a proper purpose related to his membership in the association, all books and records kept by or on behalf of the association, shall be available for examination and
copying by a member in good standing or his authorized agent including but not limited to:

1. The association's membership list and addresses, which shall not be used for purposes of pecuniary gain or commercial solicitation; and

2. The actual salary of the six highest compensated employees of the association earning over $75,000 and aggregate salary information of all other employees of the association; however, individual salary information shall not be available for examination and copying during the declarant control period.

Notwithstanding any provision of law to the contrary, this right of examination shall exist without reference to the duration of membership and may be exercised (i) only during reasonable business hours or at a mutually convenient time and location and (ii) upon five business days' written notice for an association managed by a common interest community manager and 10 business days' written notice for a self-managed association, which notice reasonably identifies the purpose for the request and the specific books and records of the association requested.

49. Paragraph 29e shows that on 23 separate occasions the Defendants refused to provide a usable list of owners and each refusal is a failure to meet their obligation of providing that to which the Plaintiff is entitled, as defined in § 55.510(B)(1) – 23 counts.

50. Code § 55.510(B) reminds trustees that “all books and records kept by or on behalf of the association, shall be available for examination and copying by a member in good standing … including but not limited to” the information described above. In other words, the Association (the Defendants) is to make all non-sensitive information available to owners.

51. The words “but not limited to” show that owners are entitled to much more information than what § 55.510(B) identifies so long as the information does not fall under § 55.510(C). This means trustees (the Defendants) have an obligation to provide all reasonably available AFA information which the Plaintiff had
requested and in a usable form. Paragraph 29f describes two instances of the Defendants refusing to provide such information and therefore violating § 55.510(B) on 2 counts.

C. Books and records kept by or on behalf of an association may be withheld from inspection and copying to the extent that they concern:

1. Personnel matters relating to specific, identified persons or a person's medical records;
2. Contracts, leases, and other commercial transactions to purchase or provide goods or services, currently in or under negotiation;
3. Pending or probable litigation. Probable litigation means those instances where there has been a specific threat of litigation from a party or the legal counsel of a party;
4. Matters involving state or local administrative or other formal proceedings before a government tribunal for enforcement of the association documents or rules and regulations promulgated pursuant to § 55-513;
5. Communications with legal counsel that relate to subdivisions 1 through 4 or that are protected by the attorney-client privilege or the attorney work product doctrine;
6. Disclosure of information in violation of law;
7. Meeting minutes or other confidential records of an executive session of the board of directors held in accordance with subsection C of § 55-510.1;
8. Documentation, correspondence or management or board reports compiled for or on behalf of the association or the board by its agents or committees for consideration by the board in executive session; or
9. Individual unit owner or member files, other than those of the requesting lot owner, including any individual lot owner's or member's files kept by or on behalf of the association.

E. Notwithstanding the provisions of subsections B and C, all books and records of the association, including individual salary information for all employees and
payments to independent contractors, shall be available for examination and
 copying upon request by a member of the board of directors in the discharge of
 his duties as a director.
Claim V – Government Institution

(Evidence that the AFA is a government institution and is therefore forbidden
from acting in its own best interest)

52. Exhibit “I” proves the AFA to be a government institution. It shows that the power
to bind an entity to lands which belong to We the People requires the powers of
We the People, and the powers of We the People cannot be used to create
entities that serve only a small number of the members of We the People;
therefore, an entity that is bound using those powers must necessarily be a
government entity in service to all the people and therefore public.

53. This means the Association (the Defendants) are bound to limitations of their
authority which bind the powers of government institutions to serve only that
which is in the public interest. This means the Defendants, as trustees of the
Association, are forbidden from acting “in the best interests of the Association”
and instead must always act in the best interest of the people, homeowners,
regardless of the effect on the Association.

Claim VI – Code of Conduct - Best interests of the Association

(Violations of the Code of Conduct, Conflict of Interest – 2 counts)

Board members shall exercise their powers and duties in good faith and in the best
interests of the Association.

54. The Plaintiff reasserts “Claim V – Government Institution” which shows that the
AFA is a government institution setup as a non-profit corporation and is therefore
required to act in the best interest of all citizens rather than for its own interests.

55. The Code of Conduct statement shown above contains an egregious violation of
the Association’s responsibilities. It states that the Association is to act “in the
best interests of the Association” but this is in direct violation of its purpose both
as a non-profit entity and a government entity since both are explicitly forbidden from having self-interests. The AFA was setup exclusively to benefit ("profit") those for whom it was created, the homeowners; therefore, this text proves the Defendants hold competing self-interests and are self-motivated, acting for their own benefit. Consequently, the text violates the very nature and purpose of the Association and thus acting as a for-profit corporation in violation of the Defendants’ authority.

56. Even page 13 of The Declaration of Covenants and Restrictions document states an opposite purpose: it states the AFA is to “contribute to the personal and general health, safety, and welfare of residents.”

57. This means the best interests of the Association are in direct opposition to the best interests of residents (the Plaintiff) when trustees (the Defendants) support the acquisition and preservation of powers not legitimately extended to them, as the Plaintiff claims is occurring and is apparent throughout the “Statement of Facts”. The Plaintiff claims this to be a Code of Conduct violation – one count.

58. On or about October 04, 2013, as referenced in paragraph 29h, the Plaintiff received a letter from Mr. Tim Hughes, the HOA president, in which he claimed “…the Board of Trustees is pledged to advance the interests of the Association…” in direct violation of the Board’s legitimate responsibility since the “interests of the Association” are currently found in direct contradiction to the interests of the residents Defendants are sworn to serve – the entire purpose for the existence of the AFA; therefore, this claim by Mr. Hughes is a Code of Conduct violation – one count.
Claim VII – Code of Conduct – Right to Petition

(Violations of the Code of Conduct and the First Amendment right to petition – 30 counts)


In order for the resident to receive a formal decision by the Board either a request needs to be submitted in writing to the Board, or, if appropriate, the resident must address the entire Board at a formal Board meeting to present the matter and any questions or concerns associated with it.

59. Both verbal and written requests for redresses of grievances were provided during the Public Forum period on 21 separate occasions, as described in Paragraph 29h. The Defendants violated their responsibility to redress these grievances under both (i) their own Code of Conduct requirement, shown above, and (ii) the First Amendment responsibility to redresses grievances they are in violation for each refusal – 21 counts.

60. In addition to requests for redresses of grievances made during the Public Forum periods as described in paragraph 59, requests were also made in writing through attempts to add New Business to the BOT agenda as described in paragraph 29k. The Plaintiff counts 9 instances of such violations – (i) one for each of five months when emails were exchanged regarding such requests and (ii) both verbally and in writing on at least four of the announcement dates. Each refusal is a violation of the Plaintiff’s First Amendment right to petition and the Code of Conduct brief shown above – 9 counts.
Claim VIII – Oversight Authority

(Evidence that the Plaintiff holds the Right of Oversight Authority as described in Exhibit “G”)

61. Evidence that the Plaintiff holds this Right of Oversight Authority is found first in paragraph 28 which proves that as an owner of the AFA the Plaintiff is responsible for the actions of those who manage his company.

62. Exhibit “G” shows this oversight authority in more detail, illustrating how the Plaintiff’s authority increases as the violations increase thus allowing the right to interfere with authority extended to employees as a Right of Self-Defense.

63. While paragraph 28 and Exhibit “G” prove that the Plaintiff holds this Oversight Authority, the “Statement of Facts” and Exhibit “G.1” show how and when that authority was exercised and validates its use. The Plaintiff prays the court would uphold his right to exercise this authority.

64. Paragraphs 29o thru 29v describe how escalating violations against the Plaintiff allowed the Plaintiff to escalate his use of authority.

65. Paragraph 29q shows that oversight authority exercised was limited by the Plaintiff to level 6 shown in Exhibit “G” whereby the Plaintiff simply identified his authority to the Defendants using common courtesy and logical reasoning regarding issues directly related to the HOA and its operations.

66. Paragraph 29t shows the point at which a modest oversight authority was being exercised by the Plaintiff through the use of modest demands rather than requests for compliance. The authority exercised by the Plaintiff at this point had escalated to level 9 shown in Exhibit “G” where a moderate level of that authority which had been extended to trustees had to be revoked (i) for self-defense, (ii) for the defense of others, and (iii) because of the responsibility of an owner to control the actions of those whom he empowers. The Plaintiff prays the court would uphold his authority in this matter – his rights as an owner and sovereign over his employees.
67. By paragraph 29v the oversight authority exercised had escalated to level 10 on
the scale shown in Exhibit “G” where the full level of authority which had been
extended to trustees had been revoked. The Plaintiff prays the court would
uphold his authority in this matter – his rights as an owner and sovereign over his
employees.

68. Reassertion of the oversight authority: All powers of the HOA are derived from
that HOA’s owners and defined in laws and under normal circumstances no
owner has more authority than any other; however, when one owner’s rights are
violated it is the duty of all others to defend that owner’s right to redress the
grievances. If those other owners fail to defend the violated it is the right of the
violated to defend against those failures as well such that the violated owner’s
authority to correct the violation (to obtain justice) stands above the normal
authority of residents.

69. In this complaint the Plaintiff’s rights have been violated by employees of his own
company many times and other owners stood silent. His employees were and
are out of control and neither trustees nor other residents have stood to defend
those rights; therefore, it is the Plaintiff’s responsibility and therefore within his
authority to control them by revoking their authority and re-chartering (aka
“reorganizing”) the HOA as allowed for in § 18.2-515(A).

Claim IX – § 59.1-507.1. Breach of contract; material breach
(Breach of Contract Violations – 30 counts)

(a) Whether a party is in breach of contract is determined by the agreement or, in
the absence of agreement, this chapter. A breach occurs if a party without legal
excuse fails to perform an obligation in a timely manner, repudiates a contract, or
exceeds a contractual use term, or otherwise is not in compliance with an
obligation placed on it by this chapter or the agreement. A breach, whether or not
material, entitles the aggrieved party to its remedies. Whether a breach of a
contractual use term is an infringement or a misappropriation is determined by
applicable informational property rights law.
(b) A breach of contract is material if:
(1) the contract so provides;
(2) the breach is a substantial failure to perform a term that is an essential element
of the agreement; or
(3) the circumstances, including the language of the agreement, the reasonable
expectations of the parties, the standards and practices of the business, trade, or
industry, and the character of the breach, indicate that:
(A) the breach caused or is likely to cause substantial harm to the aggrieved party;
or
(B) the breach substantially deprived or is likely substantially to deprive the
aggrieved party of a significant benefit it reasonably expected under the contract.
(c) The cumulative effect of nonmaterial breaches may be material.

70. Paragraph 59 describes 21 occasions upon which the Defendants failed to
uphold their responsibility to redresses grievances, not simply according to the
Right to Petition but also according to the AFA’s own Code of Conduct, thus the
Defendants “without legal excuse [failed] to perform an obligation” and are “not in
compliance;” therefore, the Defendants are in violation on 21 counts.

x. Because “(1) the contract so provides” that “to receive a formal decision
by the Board” one must simply “[submit the request] in writing… or…
address the entire Board at a formal Board meeting” with such a request,
and after receiving such requests the Defendants still failed to uphold their
obligation, the Defendants are in violation of § 59.1-507.1.b.1 for each
count.

y. The Defendants are also in violation of § 59.1-507.1.c for each count
because the Right to Petition is so fundamental to our Republic that “(c)
the cumulative effect of nonmaterial breaches may be material.” Our
nation has suffered war because of the “cumulative effect of nonmaterial
breaches” which had “material” results – the first was a war for
independence after petitions to King George were refused; another is not-
advised.

71. Paragraph 60 describes 9 other occasions upon which the Defendants failed to
uphold their responsibility to redresses grievances and thus “without legal excuse
[failed] to perform an obligation” and are “not in compliance” – 9 counts.

Claim X – Community Newsletter
(Abuse of Authority found in § 55-515 and § 55-513 – 5 counts)

72. Plaintiff re-alleges paragraphs 29o thru 29r: the narrative of attempts to
communicate with other owners by publishing articles in the community
newsletter.

73. Paragraphs 29o and 29p show that early requests by the Plaintiff to
communicate with other owners through the community newsletter were done
without any attempt to exercise authority over the AFA (the Defendants) and its
normal operations. Requests to include postings simply followed the HOA’s
standard practices.

74. Paragraph 29q shows that only after receiving an emphatic refusal from Mr. Tim
Hughes which stated that the article would not be published under any
circumstances did the Plaintiff began demanding his authority to communicate
with other owners, as is his right, regarding topics that are most certainly HOA
related.

75. The Plaintiff asserts the authority to make such demands based on “Claim VIII –
Oversight Authority” in which Exhibit “G” diagrams the escalation of authority as it
is legitimately reclaimed by the Plaintiff.

76. Mr. Tim Hughes while acting on behalf of the HOA refused the reasonable
requests being made by the Plaintiff in his authority as one whose rights had
been so legitimately violated by the Defendants, Mr. Hughes included; therefore, each refusal is a violation of the authority held by the Defendants.

77. Therefore, as Paragraph 29q shows, the Defendants abused their authority, which under normal circumstances is defined in codes § 55-515 and § 55-513, by refusing to yield to the elevated right of the Plaintiff whose rights were violated by the Defendants – 1 count.

78. Paragraph 29r identifies two additional instances in which the Defendants abused their authority, which under normal circumstances is defined in codes § 55-515 and § 55-513, by refusing to yield to the elevated rights of the Plaintiff – 2 counts.

79. Paragraph 29t describes when strong requests by the Plaintiff became demands – direct assertions of his authority. The Plaintiff forcefully exercised his right to redress grievances with owners by demanding that the Defendants print the article which would introduce the issues to the community. By refusing the Defendants again violated the authority they held under codes § 55-515 and § 55-513; an abuse of authority – 1 count.

80. Lastly, Paragraph 29v describes when the Plaintiff exercised the strongest authority he could short of going to court – the full right of oversight; the authority to take charge of the Association itself and a full revocation of the authority extended to the Defendants; an abuse of authority – 1 count.

81. The Plaintiff prays the court would uphold his authority in this matter – his rights as an owner and sovereign over his employees and the enhanced authority he has attained because of the violations against him by the Defendants.
Claim XI – § 18.2-59 – Extortion of money, property or pecuniary benefit

(Violations of § 18.2-59(i) and (ii) - Extortion of property – 4 counts of a class 5 felony)

(Violation of § 18.2-59(i) - Extortion of property – 1 count of a class 5 felony)

Code of Virginia § 18.2-59. Extortion of money, property or pecuniary benefit

Any person who (i) threatens injury to the character, person, or property of another person, (ii) accuses him of any offense, (iii) threatens to report him as being illegally present in the United States, or (iv) knowingly destroys, conceals, removes, confiscates, withholds or threatens to withhold, or possesses any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, and thereby extorts money, property, or pecuniary benefit or any note, bond, or other evidence of debt from him or any other person, is guilty of a Class 5 felony.

82. The Plaintiff reasserts through “Claim I – § 55.513 – Adoption and enforcement of rules”, especially paragraph 35, that each threat as used in the inspection notices described in paragraphs 29a and 29c is a violation of the Defendants’ authority and is a “(i) [threat] to the character, person, or property of another person” and “(ii) accuses him of any offense”.

83. The Defendants use these threats, the intangible “property” of powers not extended to them, to extort additional powers, the intangible “property” of powers belonging to owners (the Plaintiff). This is evident with every notification which demands the Plaintiff’s submission to the will of the Defendants and with the use of legal letterhead used in the last threat the Plaintiff received from the Defendants, as shown in paragraph 29w.

84. Code § 18.2-59(i) is violated once for each of these 4 inspection notices. The act of threatening to levy fines and punishments for issues which the Defendants have no authority to enforce is a threat to the Liberty held by the Plaintiff, an
intangible property; thus: Each Defendant “(i) threatens injury to [the Plaintiff’s] character, person, or property (Liberty) … and thereby extorts … money (fines and fees), property (the Plaintiff’s authority), or pecuniary benefit … from him”, and therefore the Defendant(s) “…is guilty of a Class 5 felony.”

85. To clarify: the Defendants, through their use of threats to the property (money and authority) of the Plaintiff (one accused of violating arbitrary HOA guidelines when such violations would not empower the Defendants with an authority superior to that held by the Plaintiff) have no legitimate grounds for doing so since it is the Plaintiff’s authority which empowers the Defendants under normal circumstances; and until such time as the Defendants are empowered by one who holds a superior authority, such as when empowered by one who’s rights the Plaintiff had violated, then the Defendants cannot hold or claim such authority and are in violation of § 18.2-59(i) which forbids such threats.

86. Code § 18.2-59(ii) is violated once for each of these 4 inspection notices. By using and supporting the use of threats which the Defendants have no legitimate grounds to enforce against the Plaintiff and subsequently extorting benefits from such threats is each a violation of § 18.2-59(ii). With each inspection notice each Defendant “(ii) accuses [the Plaintiff] of any offense … and thereby extorts … money (fines and fees), property (the Plaintiff’s authority), or pecuniary benefit … from him” and therefore each Defendant “…is guilty of a Class 5 felony”. Again, since it is the Plaintiff’s authority which empowers the AFA, the Defendants may enforce rules against the Plaintiff only if in the violation of those rules an authority greater than the Plaintiff’s empowers them. In this case no such superior authority exists proving that such accusations violate § 18.2-59(ii) on four counts.

87. As asserted in paragraph 29w the Defendants used a law firm to further threaten the plaintiff, to convince the Plaintiff to cease exercising his right of self-defense and to defend others; therefore, code § 18.2-59(i) is violated since each Defendant “(i) threatens injury to [the Plaintiff’s] character, person, or property (Liberty) … and thereby extorts … money (fines and fees), property (the
Plaintiff’s authority), or pecuniary benefit … from him’, and therefore each
Defendant “…is guilty of a Class 5 felony” – 1 count.

Claim XII - § 18.2-111 Embezzlement deemed larceny
(Violations of § 18.2-111 - Embezzlement deemed larceny; indictment – 5 counts)
($ 18.2-95 or § 18.2-96)

Code of Virginia § 18.2-111. Embezzlement deemed larceny; indictment
If any person wrongfully and fraudulently use, dispose of, conceal or embezzle
any money, bill, note, check, order, draft, bond, receipt, bill of lading or any other
personal property, tangible or intangible, which he shall have received for another
or for his employer, principal or bailor, or by virtue of his office, trust, or
employment, or which shall have been entrusted or delivered to him by another or
by any court, corporation or company, he shall be guilty of embezzlement. Proof
of embezzlement shall be sufficient to sustain the charge of larceny. Any person
convicted hereunder shall be deemed guilty of larceny and may be indicted as for
larceny and upon conviction shall be punished as provided in § 18.2-95 or § 18.2-
96.

88. The Plaintiff reasserts through “Claim I – § 55.513 – Adoption and enforcement
of rules”, especially paragraph 35, that each threat as used in the inspection
notices described in paragraphs 29a and 29c is a violation of the Defendants’
authority and is the “[wrongful and fraudulent use of ] personal property, tangible
or intangible (authority of owners)… which he shall have received for another
(owners) or for his employer (owners), or by virtue of his office, trust, or
employment (their positions as trustees), … or by any … corporation or company
(the Association), he shall be guilty of embezzlement.”

89. Code § 18.2-111 is violated once for each of the 4 inspection notices whereby
the Defendants wrongfully and fraudulently use the intangible personal property
of property owners, the authority of owners, which trustees have received both
from and for the benefit of property owners, their employers, and by virtue of their
office, trust, and employment, with which trustees have been entrusted, and
therefore shall be guilty of 4 counts of embezzlement, thereby sustaining the
charge of larceny.

90. Plaintiff reasserts paragraphs 29w which details how the Defendants' used a law
firm's letterhead to further threaten the plaintiff, to convince the Plaintiff to cease
seeking to exercise his right of self-defense and his responsibility to defend
others.

91. By this act the Defendants wrongfully and fraudulently used the threat of legal
action via legal letterhead against the Plaintiff and by virtue of their office, trust
and employment are thereby guilty of 1 count of embezzlement, thereby
sustaining the charge of larceny.

§ 18.2-95. Grand larceny defined; how punished.
Any person who (i) commits larceny from the person of another of money or
other thing of value of $5 or more, (ii) commits simple larceny not from the
person of another of goods and chattels of the value of $200 or more, or (iii)
commits simple larceny not from the person of another of any firearm, regardless
of the firearm's value, shall be guilty of grand larceny, punishable by
imprisonment in a state correctional facility for not less than one nor more than
twenty years or, in the discretion of the jury or court trying the case without a
jury, be confined in jail for a period not exceeding twelve months or fined not
more than $2,500, either or both.

§ 18.2-96. Petit larceny defined; how punished.
Any person who:
1. Commits larceny from the person of another of money or other thing of value
of less than $5, or
2. Commits simple larceny not from the person of another of goods and chattels of the value of less than $200, except as provided in subdivision (iii) of § 18.2-95, shall be deemed guilty of petit larceny, which shall be punishable as a Class 1 misdemeanor.

Claim XIII - § 18.2-513. Racketeering activity

(Proof the Defendants’ actions qualify as a “Racketeering activity”)


"Racketeering activity" means to commit, attempt to commit, conspire to commit, or to solicit, coerce, or intimidate another person to commit two or more of the following offenses:

A. Article 2.1 (§ 18.2-46.1 et seq.) of Chapter 4 of this title, § 18.2-460;

B. a felony offense of §§ 3.2-4212, 3.2-4219, 10.1-1455, 18.2-31, 18.2-32, 18.2-32.1, 18.2-33, 18.2-35, Article 2.2 (§ 18.2-46.4 et seq.) of Chapter 4 of this title, §§ 18.2-47, 18.2-48, 18.2-48.1, 18.2-49, 18.2-51, 18.2-51.2, 18.2-52, 18.2-53, 18.2-55, 18.2-58, 18.2-59, 18.2-77, 18.2-79, 18.2-80, 18.2-89, 18.2-90, 18.2-91, 18.2-92, 18.2-93, 18.2-95, Article 4 (§ 18.2-111 et seq.) of Chapter 5 of this title, Article 1 (§ 18.2-168 et seq.) of Chapter 6 of this title, §§ 18.2-178, 18.2-186, Article 6 (§ 18.2-191 et seq.) of Chapter 6 of this title, Article 9 (§ 18.2-246.1 et seq.) of Chapter 6 of this title, § 18.2-246.13, Article 1 (§ 18.2-247 et seq.) of Chapter 7 of this title, §§ 18.2-279, 18.2-286.1, 18.2-289, 18.2-300, 18.2-308.2, 18.2-308.2:1, 18.2-328, 18.2-348, 18.2-355, 18.2-356, 18.2-357, 18.2-357.1, 18.2-368, 18.2-369, 18.2-374.1, Article 8 (§ 18.2-433.1 et seq.) of Chapter 9 of this title, Article 1 (§ 18.2-434 et seq.) of Chapter 10 of this title, Article 2 (§ 18.2-438 et seq.) of Chapter 10 of this title, Article 1.1 (§ 18.2-498.1 et seq.) of Chapter 12 of this title, § 3.2-6571, 18.2-516, 32.1-314, 58.1-1008.2, 58.1-1017.

C. or 58.1-1017.1;
D. or any substantially similar offenses under the laws of any other state, the
District of Columbia, the United States or its territories.

92. Plaintiff re-asserts “Claim XI – § 18.2-59 – Extortion of money, property or
pecuniary benefit”

93. Plaintiff re-asserts “Claim XII - § 18.2-111 Embezzlement deemed larceny”

94. Because the Defendants have “[committed] two or more of the [listed] offenses,”
the offenses being multiple violations each of codes § 18.2-59 and § 18.2-111,
their actions are deemed to be a “Racketeering activity” according to the
definition in § 18.2-513.

Claim XIV - § 18.2-514. Racketeering offenses
(Violations – Racketeering offenses – 5 counts)

Code of Virginia § 18.2-514. Racketeering offenses
B. It shall be unlawful for any enterprise, or for any person who occupies a
position of organizer, supervisor, or manager of an enterprise, to directly acquire
or maintain any interest in or control of any enterprise or real property through
racketeering activity.

C. It shall be unlawful for any person employed by, or associated with, any
enterprise to conduct or participate, directly or indirectly, in such enterprise
through racketeering activity.

D. It shall be unlawful for any person to conspire to violate any of the provisions
of subsection A, B, or C.

E. Each violation of this section is a separate and distinct felony punishable in
accordance with § 18.2-515.

95. The Plaintiff re-asserts “Claim XI – § 18.2-59 – Extortion of money, property or
pecuniary benefit” and “Claim XII - § 18.2-111 Embezzlement deemed larceny” in
which a total of 10 violations originated from 5 separate events.
96. Additional evidence showing the seriousness of these offences is shown in Exhibit “J” showing organized criminal activity.

97. Because paragraph 94 shows the Defendants to be involved in activities deemed “Racketeering activities” and because the Defendants “[occupy positions as] organizer(s), supervisor(s), or manager(s) of an enterprise (the Association)”, the Defendants are forbidden from “[acquiring or maintaining] any interest in or control of any enterprise or real property.” This means the Defendants are in violation of § 18.2-514(B) on 5 counts and cannot lawfully remain as trustees.

**Code of Virginia § 18.2-515. Criminal penalties; forfeiture.**

- A. Any person or enterprise convicted of engaging in activity in violation of the provisions of § 18.2-514 is guilty of a felony punishable by imprisonment for not less than five years nor more than 40 years and a fine of not more than $1 million. A second or subsequent offense shall be punishable as a Class 2 felony and a fine of not more than $2 million.

- The court may order any such person or enterprise to be divested of any interest in any enterprise or real property identified in § 18.2-514; order the dissolution or reorganization of such enterprise; and order the suspension or revocation of any license, permit, or prior approval granted to such enterprise or person by any agency of the Commonwealth or political subdivision thereof.

- B. All property, real or personal, including money, together with any interest or profits derived from the investment of such money, used in substantial connection with, intended for use in the course of, or traceable to, conduct in violation of any provision of § 18.2-514 is subject to civil forfeiture to the Commonwealth. The forfeiture proceeding shall be conducted pursuant to the provisions of Chapter 22.1 (§ 19.2-386.1 et seq.) of Title 19.2.
Request For Relief

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

98. Compensatory damages, including general and special damages, according to proof;

99. The upholding of the Plaintiff’s full Oversight Authority which would allow the Plaintiff to fix problems within the Association by "reorganizing" it as allowed in § 18.2-515(A) and as sought since the beginning of this complaint;

100. Reasonable fees and costs of suit herein incurred; and

101. Any further relief the court may deem appropriate.

102. The Plaintiff prays for court would allow the authority, should the Plaintiff choose to exercise it, to reduce or remove any or all of the personal liability settlements once court’s judgement has been passed. In addition, the Plaintiff prays for the authority to strike any or all record of these proceedings and judgements from the record of any trustee, should he so choose.

DATED: May 12, 2016  RESPECTFULLY SUBMITTED,

By: __________________________

Jason Becker
Plaintiff in Pro Persona