

"In care of"

Jonny Hawkins

2320 Lorick Ave.

Columbia S.C. 29203

6/14/2021

IN THE UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF SOUTH CAROLINA

Johnny Hawkins]

Plaintiff]

Vs.]

Joeseoph M. Strickland]

S.C. State B.A.R.]

Defendant]

Reserve The Right To Amen

Demand An Administrative And A Judicial Hearing

Case No. _____

**5.5 MILLION DOLLAR LAWSUIT FOR VIOLATION OF The "ADMINISTRATIVE
PROCEDURES ACT OF 1946 AT 5 USC §551 et seq. FOREIGN AGENT
REGISTRATION ACT. OF 1938 AND F.D.C.P.A. ACT 1692 THIS CLAIM IS ALSO
AGAINST THE S.C. STATE BAR ASSOCIATION AND DEFENDANT'S B.A.R.
CARD/LICENSE**

["Cujusque Rei Potissima Pars"][The Principle Part Of Everything Is In The Beginning]

Johnny Hawkins, proceeding *in propria persona*, and states: He is citing Federal Case Law in this State Claim pursuant to **Howlett v. Rose, 496 U.S. 356 (1990) Federal Law and Supreme Court Cases apply to State Court Cases.** In *Picking v. Pennsylvania R. Co.* 151 Fed. 2nd 240; *Pucket v. Cox* 456 2nd 233. Pro se pleadings are to be considered without regard to a technicality; pro se litigant's pleadings are not to be held to the same high standards of perfection as lawyers. In *Trinsey v Pagliaro*, D.C.Pa. 1964, 229 F.Supp. 647. "Statements of counsel in brief or in argument are not facts before the court and are therefore insufficient for a motion to dismiss or for summary judgment. "Mar 28, 2019. Plaintiff further state: No attorney can appear in court without the physical human being he represents. **"Agents can not testify for principals."** The party has the right to

challenge every witness to prove they are the principal, by asking for their Driver's Licenses, proving they are the "principal" i.e, "AUTO VEST LLC". If they are not, their testimony must be removed from the record as "Hearsay" testimony. **An imaginary person cannot appear no agent can speak for them.** The United States Supreme Court has repeatedly held that any judge who acts without jurisdiction is engaged in an act of treason. U.S. v. Will 499 US 200, 216, S.Ct. 471, 66 L.Ed 2d 392, 406 (1980); Cohens v. Virginia, 19 U.S. (6 Wheat) 264, 404, 5 L.Ed. 257 (1821).

The Administrative Procedures Act. Of 1946

The defendants violated **The “ADMINISTRATIVE PROCEDURES ACT AT 5 USC §551 et seq. (1946).** This Federal Law was "Enacted" into law in 1946, and the key to this law is it states the governments Administrative policies must be in harmony with the Constitution. The administrative procedures act mandates in part "Non-legislative rules" such as guidance, guidelines, agency staff manuals, staff instructions, opinion letters, and press releases are called "statements of policy" or "guidance." (The two terms are not synonyms, only closely correlated: statements of policy are almost always issued in documents classified as guidance, and guidance documents to the public often include statements of policy.) Guidance and statements of policy are not legally binding on the public because they have not gone through the required procedures to become "legislative" regulations binding on the public (depending on the rule, hearing, notice, comment, publication). However, when stated in mandatory language, they can bind the agency itself. They have only hortatory effect on the public, the plaintiff is challenging the courts right to enforce the policy statement or guidance and to dismiss the plaintiff's legal pleading without forcing the attorneys to prove jurisdiction on the court record to give the court jurisdiction to hear this dispute. The judge unlawfully dismissed the plaintiff's jurisdictional challenge with an affidavit without forcing the attorneys to prove jurisdiction. The plaintiff demands a Judicial review of the defendant's misconduct for abuse of discretion, as authorized by the US Administrative Procedures Act. of 1946.

Plaintiff also states: The defendants violated the FDCPA which mandates debt collectors cannot use false, deceptive, or misleading practices. The attorney in this case signed the documents used to initiate the foreclosure process illegally acting as a 3rd party debt collector. The attorney listed

the lender as the plaintiff in their illegal foreclosure when the attorneys were the only signer on the foreclosure documents.

Foreign Agent Registration Act. Of 1938:

The attorney is a foreign agent attacking a state citizen without a FARA registration statement filed with the National Attorney General's office in violation of The Federal Law, **The Foreign Agent Registration Act. Of 1938. FARA is codified at 22 U.S.C. § 611 et seq. and its implementing rules are located at 28 C.F.R. § 5.1 et seq.** The **Foreign Agents Registration Act is a United States law passed in 1938** requiring that agents representing the interests of foreign powers in a "political or quasi-political capacity" disclose their relationship with the foreign government and information about related activities and finances. **18 U.S.C. § 951 provides criminal penalties** for anyone, other than a diplomat, to operate as an agent of a foreign government without first notifying the United States Attorney General for National Security. The attorney's acceptance of a "British Atoned Registry"(BAR) "Title of Nobility" establish their loyalty to the crown, which makes them a "Foreign Agents" 22 USC 611. A review of the archives shows the agent (**Judge Joeseeph M. Strickland**, and attorney **Jayme L. Shy** are not registered with the Attorney General for National Security and are in violation of FARA codified at 22 U.S.C. § 611 et seq. These requirements are required by law to do business in the United States Of America without them the judge and attorney are operating outside of the law and are liable in their personal capacity for the damages they cause during the unlawful foreclosure and eviction that took place on 2-10-21.

Judge Joeseeph M. Strickland took jurisdiction without legal authority and opened himself up for civil liability because the court did not have jurisdiction over a state citizen without an injured party. There is no injured party and no affidavit in this case, the foreclosing statute is missing the 3- elements necessary (S.C. State Constitution) an enacting clause, a title, and a body. The foreclosing statute does not have these 3- elements and therefore the statute is not a valid law that can provide jurisdiction to the court to grant a foreclosure. The **S.C. State B.A.R. Association** is responsible for the attorney's misconduct, the plaintiff is filing his claim to include the bar members bond, and license to practice law.

Jurisdictional Statement:

The Constitution vests State courts with the authority to hear cases “arising under the Constitution or the Laws of the United States.” U.S. Const. art III, § 2. Congress vests federal district courts under (28 U.S.C. § 1331) with subject-matter jurisdiction over cases involving questions of law.

Short and Plain Statement of The Claim:

The Judge Joseph M. Strickland, and attorney Shy acted with "deliberate indifference to the Constitution" and Federal law when they conspired to steal the plaintiff's property while illegally acting as a 3rd party debt collector pretending to be collecting on behalf of some 3rd party corporation/lender in violation of the F.D.C.P.A. The Attorney illegally filed a foreclosure petition against the Hawkins's property acting as a 3rd party debt collector. The attorneys, in this case, are the only person who signed the foreclosure documents against the plaintiff's property and that makes the attorney the real plaintiff and not the lender.

The attorney failed to provide a contract or affidavit showing they were working on behalf of a lender. This false misrepresentation while collecting a debt is a violation of the F.D.C.P.A. provisions contained in 15 U.S.C. §§ 1692 a-1692. The attorney violated provisions defined in **15 U.S.C. Sec. 1692 false misrepresentation while collecting this debt.** The attorneys are also in violation of the Foreign Agent Registration act of 1938 (fara).

Judge- Joseph M. Strickland made a judicial determination in a judicial hearing without a witness or affidavit to give the court jurisdiction. **State court has no jurisdiction over a dispute between a State citizen and a foreign agent. The foreign agent must file their claim in a Federal Court for a court to have jurisdiction.** Judge- Joseph M. Strickland placed himself in a position of civil liability for dismissing the plaintiff's jurisdictional challenge with an affidavit, the default motion and all the other pleadings the attorney failed to respond to. Judge- Joseph M. Strickland stepped outside of the Constitution and Federal law when he ruled without jurisdiction and therefore has No Immunity!

Claim for Relief:

The plaintiff demands his claim 2.5 million and legal expenses to be granted in full. The plaintiff's family was traumatized forced evicted by law enforcement in subzero temperatures when she had a title dispute pending in Federal Court. Plaintiff's credit score took a serious nosedive when the attorneys lied to the credit reporting agency. The plaintiff now has a foreclosure showing on his credit score and he will never qualify to buy a home, for the best financing. Plaintiff is limited in employment options due to being damaged with a poor credit score that was based on false information.

Parties- Corporations

- a. Jonny Hawkins is a resident of Richland County, South Carolina.
- b. Judge- Joeseeph M. Strickland.
- c. South Carolina B.A.R. Association.

The Two Jurisdictions For The Court To Operate Under:

Jonny Hawkins is only aware of two jurisdiction the court can operate under as per the Constitution, and those jurisdictions are **Common Law**, and **Admiralty Jurisdiction**. plaintiff demands this case be heard in a court of common law, and if the court chooses to proceed under **Admiralty Jurisdiction**, plaintiff will need the court to inform her where the rules of procedures for admiralty jurisdiction can be found for plaintiff's review to protect the court from civil liability for "obstruction of the administration of justice".

Reservation Of Rights Under UCC-1-308:

Plaintiff reserved his rights under the UCC 1-308, formally 1-207, and demand the statutes used in this court be construed in harmony with Common Law. The code is complimentary to the common law, which remains in force, except where displaced by the code. A statute should be construed in harmony with the common law unless there is a clear legislative intent to abrogate the common law. The code was written as not to abolish the common law entirely. Plaintiff was not involved with an international maritime contract, so in good faith, Plaintiff denies that such a contract exists, and demand the court proceed under **Common Law Jurisdiction**.

Elements for Common Law:

- a. Controversy (The listed defendant)
- b. Specific Claim (wrongful foreclosure)
- c. Specific Remedy Sought by Claimant (5.5 million dollars)
- d. Claim Must be Sworn To (Affidavit of Verification attached), and I will verify in open court that all herein be true.

Elements Of A FDCPA Claim:

The elements of a F.D.C.P.A. claim are present in this case:

The plaintiff brings his suit under the FDCPA and will shows the following elements to successfully make the claim:

- (1) The plaintiff is a “consumer” as defined by 15 U.S.C. § 1692 a (3).
- (2) The debt arose out of a transaction entered for personal purposes.
- (3) That the foreclosing party is a “debt collector” as defined by 15 U.S.C. § 1692a (6); and
- (4) That the foreclosing attorney violated one of the provisions contained in 15 U.S.C. §§ 1692 a-1692.

The party making the F.D.C.P.A. claim is a consumer as shown by the alleged mortgage loan and unlawful judicial foreclosure filed in State Court against the property in dispute. The alleged loan was to secure personal housing for the plaintiff’s family. The attorney is a debt collector as noted in their emails and phone communications as well as the business description. The attorney violated provisions defined in **15 U.S.C. Sec. 1692 false misrepresentation while collecting a**

debt as noted by the attorney's signature on the petition. The FDCPA mandates debt collectors cannot use false, deceptive, or misleading practices to collect a debt. In this case the attorney is collecting a debt acting on behalf of law firm and not a lender.

Violation of The Foreign Agent Registration Act. Of 1938:

The attorney and the judge are in violation of Federal Law, as they failed to register as a foreign agent with the Attorney General For National Security as mandated by Foreign Agent Registration Act. Of 1938. The attorney misrepresented him self's as legal debt collectors when in fact they are an un-registered foreign acting unlawfully foreclosing in the wrong court and in violation of the S.C. State Constitution. The law firm nor the attorney meet the requirements mandated in the FARA, to have standing in this court because they are not registered with the Attorney General for National Security as a foreign agent, and they do not have their FARA registration form available for inspection.

The Fair Debt Collection Practice Act:

The FDCPA, mandates the attorney, and the law firm must have a license to be a debt collector, a bond, and they must be registered with the Attorney General in the State they are collecting in and in this case the attorney is not licensed to collect debts, does not have a bond and is not registered with the attorney General In this State. The debt collector in this case is in violation of the FDCPA, they do not meet the legal requirements to be considered a debt collector and therefore have no standing before the court. The fdcpa mandates debt collector company cannot at any point engage in abuse, threats, coercion, **misrepresentation, fraud, harassment, unfair means, and deception to collect debt. The debt collection company must provide proof that they have the authority to collect fees, interest, or expenses above the original balance; such proof may be a signed document by the debtor. The debt collectors in this case have not provided any of the proof of a debt as mandated under the law.**

Factual Allegations:

The plaintiff received a foreclosure petition against his home that was filed on 1-26-2018 in this court. The petition was only signed by the attorney the attorney of record, and there was no

affidavit from an injured party. The attorneys filed this illegal foreclosure acting as a 3rd party debt collector and they are not working on behalf of the lender.

Plaintiff filed his Jurisdictional Affidavit with an affidavit in the attorney's State foreclosure case. Plaintiff also filed a motion to moot the pleadings the attorneys filed in their case until the attorneys prove jurisdiction on the record. The attorneys failed to respond by counter affidavit, so it is admitted the following fact of the dispute are true and correct.

Judge- Joseph M. Strickland ignored the fact the attorney failed to prove jurisdiction on the record and took jurisdiction without legal authority dismissed the plaintiff's pleading the state foreclosure case to provide the attorney with an unfair advantage and is now the subject of this civil liability. The judge ignored the following undisputed facts in the State foreclosure case. **See Exhibit A- A copy of the case history report.**

The following facts are admitted as truth in the court record since the attorney failed to argue the fact:

The original contract was altered, stolen and there is an addition to the agreement with the following items that are not showing on the contract filed in this case.

- a) The intent of the agreement was the original party who funded the alleged loan per the bookkeeping entries is to be repaid the money,
- b) The bank or financial institution involved in the alleged loan will follow GAAP,
- c) The lender or financial institution involved in the alleged loan will purchase the promissory note from the borrower,
- d) The borrower does not provide any money, money equivalent, credit, funds or capital or thing of value that a bank or financial institution will use to give value to a check or similar instrument,
- e) The borrower is to repay the loan in the same species of money or credit that the bank or financial institution used to fund the loan per GAAP.
- f) The original written agreement gives full disclosure of all material facts.

- g) The original contract will show the bank agreed that plaintiff could repay using another IOU-promissory note payable in the same species of money, money equivalent or credit or funds or capital that the bank or financial institution used per GAAP to fund the loan.
- h) Plaintiff is declaring damages because the note was altered and stolen.
- i) Plaintiff's signature cannot testify that the bank lent him the bank's money to purchase the browser's promissory note.
- j) The Attorneys failed to provide the court adequate assurance of due performance. The bank did not give plaintiff a deposit slip in violation of 12 USCA Sec 1813.
- k) The court does not have on record what the bookkeeping entries are, so the attorney cannot prove the bank performed under the agreement and funded the loan to the to the plaintiff. See Exhibit A- A copy of the case history report showing jurisdictional challenge with an affidavit that was filed in the state foreclosure case and the attorneys did not answer by counter affidavit, nor did the attorney respond to the motion to moot the pleading until the attorney proves jurisdiction on the court record.

Damages:

The attorney filed an illegal foreclosure against the plaintiff's property plaintiff and her family was forcibly evicted in subzero temperatures.

The attorney falsely reported information regarding the alleged debt owed by to one or more consumer-reporting agencies and failed to report the debt as being in dispute as required by FDCPA.

This public reporting to consumer-reporting agencies constitutes defamation as attorney publicized false information about the alleged money owed by the plaintiff, which is false.

The conduct of attorney has proximately caused the plaintiff past and future monetary loss, past and future damage to plaintiff's credit and credit worthiness, past and future mental distress and emotional anguish, and other damages that will be presented to the jury at trial.

It is a practice of the judge and attorney to maliciously, willfully, recklessly, wantonly and/or negligently ignore and refuse to follow the requirements of the FDCPA, and Federal Law.

All actions taken by employees, agents, servants, or representatives of any type for attorneys were taken in the line and scope of such individuals' (or entities') employment, agency, or representation.

All actions taken by attorneys were done with malice, were done willfully, and were done with either the desire to harm the plaintiff and with the knowledge that their actions would highly likely harm the plaintiff.

The attorneys knew or should have known their actions were in reckless disregard of the FDCPA, and Federal Law.

The attorney has engaged in a pattern and practice of wrongful and unlawful behavior with respect to collection activities and the handling of the account as set forth in this Complaint and as such attorney is subject to punitive, compensatory, and statutory damages and all other appropriate measures to punish and deter similar future conduct by the attorney or his corporation.

Facts of The Claim-Violations of The Federal Law:

The attorney, a debt collector under the FDCPA, violated the FDCPA in numerous ways, including, but not limited to misrepresentation, and the following:

- a. The attorney is not registered with the Attorney General for National Security in violation of the Foreign Agent Registration Act of 1938 and does not have their FARA registration form available for inspection.
- b. The attorneys in the law firm do not have a license to practice law.
- c. The attorneys do not have a license with the State to be a legal debt collector.
- d. The attorney's law firm does not have a license to be a legal debt collector.
- e. The law firm does not have a bond to collect a debt as mandated in the FDCPA.
- f. The law firm is not registered with the Attorney General in the State of S.C.
- g. Not showing the account/trade-line as being in "dispute" on plaintiff's credit report.
- h. Falsely reporting the debt on Plaintiff's credit report; and

i. The plaintiff has been damaged as a direct result of these violations of the FDCPA as set forth in this Complaint.

j. Such negligence, malice, wantonness, recklessness, and/or intentional conduct proximately caused the damages set forth in this complaint.

1st Claim- Violation of Foreign Agent Registration Act of 1938:

The attorney is in violation of the FARA, he is not registered with the Attorney General For National Security and he does not have a copy of the registration form available for inspection.

2nd- Claim Violation of the FDCPA,

The law firm nor the attorney meet the requirements mandated in the FARA, or FDCPA, to be a legal debt collector.

3rd Claim Violation of The Administrative Procedures act of 1946

The court's local rules and policies are not in harmony with the constitution.

Relief Sought:

1. An award of statutory, actual, compensatory, and punitive damages in the amount of 5.5 Million Dollars.

2. Legal Expenses 70,000.00

3. The alleged debt be discharged.

4. The attorneys contact the credit reporting agencies and remove the false information that was reported to them that is damaging plaintiff's credit history.

5. Plaintiff also requests all further relief to which she is entitled under Federal or State law, whether legal or equitable nature.

_____6/14/2021

Jonny Hawkins

Without Prejudice UCC 1-308

CERTIFICATE OF SERVICE

I hereby certify that on the _____th day of _____, 6/14/2021, the foregoing document was filed in Court, and a copy was served on the parties below.

_____ 6/14/2021

Johnny Hawkins

Without Prejudice UCC 1-308

Johnny Hawkins **Permanent Address:**

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Mailed to the following:

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