FILED JAN 1 2 2015 # 841346 1 In Proper Person 2 P.O. Box 650 H.D.S.P. Indian Springs, Nevada 89018 **Electronically Filed** 8 Jan 27 2015 01:34 p.m. 4 Tracie Class of Supreme Court 8TH Judicial DISTRICT 5 COURT 4427200 6 COUNTY NEVADA 7 8 ere-9 Case No. -14-2 10 XX\ Dept.No. Docket 11 12 dau 13 14 NOTICE OF APPEAL Notice is hereby given that the Petitioner/Defendant, 15 Save D. MSNell84046, by and through himself in proper person, does now appeal 16 17 to the Supreme Court of the State of Nevada, the decision of the District 18 case # Court 19 20 21 Dated this date, 22 23 Respectfully Submitted, 24 25 REC 26 In Proper Person RECEIVED 27 JAN 1 2 2015 JAN 2 1 2015 28 TRACIE K. LINDEMAN CLERK OF SUPREME COURT CLERK OF THE COURT

	CERTFICA	TE OF SERV	ACE BY MAILING	
ц		hereby ce	rtify, pursuant to NRCP 5(b), that on t	
isy of, 20, I mailed a true and correct copy of the foregoing, "				
y depositing it	t in the High Desert Sta	te Prison, Legal	Library, First-Class Postage, fully pre-	
ddressed as fo	llows:			
	Per Neva	da Electonia	Filing (E-Flex)_9E.	
	ī			
State e	of Nevada Attor	MEY Gen	Steven D. Grieison	
160 Com	City NV. 89701-		Las Vegus, NV- 89155-113	
DATED: th	iii day of	, 20		
		Post Of	/In Propria Persona ffice box 650 [HDSP] Springa, Nevada 89018	
		Indian	Springs, Nevada 89018	

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AFFIRMATION Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding <u>Motificer</u> Notice o " Appea filed in District Court Case number _ Does not contain the social security number of any person. -OR-Contains the social security number of a person as required by: A. A specific state or federal law, to wit: (State specific law) -or-

B. For the administration of a public program or for an application for a federal or state grant.

Signature

S. MENeill#84046 Print Name <u>Petitioner/ProPer</u>

Electronically Filed 07/10/2014 08:23:51 AM DA PP ERK OF THE COURT DISTRICT COURT ARK COUNTY, NEVAD 4 STATE OF NEVEDA 5 CASE NO: C-14-297725-1 Pbint H 6 DEPT. NO: XXV ~V.5 -7 STEVE DELL MCNEILL #648344 8 Defondant AFFIDAVIT & TRUTH 9 Causes now, Sovereign, Steve D. Markeill, secured 10 U party, boler in due course, Bon Actary: An individual with the breath of the Living God in him, as described in 12 () The Holy Bible, book of Genesis: 1,26. 14 Not a Corporation, a straw man, legal fiction or, 15 an artificial being of any kind. 16 This is the result of our accusation from officer Margan of the NEVADA DEPT. PUBLIC SAFTY, (7 18 Parde + Probation, division (7 I have been fately accused and wrong-Q fully imprisoned. A direct affect of lies + tableand put forth in writing, and in court by officer 21 Maugan. Officer Mangan testified in court, on the 22 stand, that I did not draw a map for her 23 24 CLERK OF THE COURT to find my camp. RECEIVED IUL 0 8 2014 RECEIVED jul 1 0 2014 CLERK OF THE COURT

1 I not only drew Margan I map, I drew her a sec-2 and map, + on that day, at that appointment. 3 she used her work computer to lock up the 4 name of the street - utah - that I could not remember. On goode earth, she found the street _6 - utah- and the specific square block inquestion. While that block was on her (Mangains) computer screen, I pointed at the exact plan ce and said "Thats my spot." I wrote the 10 name " utah" on the secont map + gave it to her. 1[It is obvious to me, + it shall be obvious to anyone who can see that office Margan is 12 guilty of pejury, mistacauce, mattasauce, and 13 14 nonfeasance. 15 After more than five (5) years of exe-16 mplany believior on my part. Because lifetime supervision has so 17 18 many calling for it's declairation of un-19 constitutionality, and its abbolition. Because officer Mangen has perjured hers-20 21 elf on the stand - as proved by the two maps having been found by my public defender she - my public defender - on Juy 2, 2014 informed 2Z 23 24 me of this by phone. 25 2 Ç 27

The court should - I say respectfuly - drop all charges 2 against Star D. MENeill and/or STEVE DELL MCNE-3 ILL, and release Star Dell MeNeill undlor STEVE DELL MCNEILL from lifetime supervision. Especialy 4 if one considers that the charges are fruit of 5 the poiscnous tree", and if it had no been 6 for officer Margades spurious charges, I'd still be in line with the agreement, and eligble 9 for release any way. Any rebuilted to this affidewat, in kind, should ∂ be in affidavit for mat, and signed, subscribed 12 on the authors unlimited commercial Nability, any-De thing less is a willity, and shall have no affect or 14 effect, on/in this attidavit, or this case. And is the author of any rebuted shall also be criminaly. 10 lidde for any trand, like, or slander. Dated this the 3rd day of July, in the year of our 17 18 Lord 2014. I Steve D. MENcill, do solomnly sweer under 19 penalty of perjury, that the above statement is true, _ correct, and accurate to the best of my knowlege. 20| 21 NIRS 171.102 and NRS 208.165 Respectuly submitted S. WAIJ 24 detendent 25 2.ļ 27

Steve D. MSHell # 648349 330 Casino Cantor blud. LarVegas, NV. 89101 Steven D. Citerson clerk offulaut 200 Louis the 3th floor Las Vegas, Nu. 87155-1160 Addition of the standard and the start of th сжа ((() (LE ACC. SPL 1. 8. 20 CCDF 102 01 p.82



Steve D. MªNeill#84046 Appellant _ Case: C-14-297725-1 State of Nevada Respondent AFFIDAVITOPTRUTH Comes now Steve D. MENeill, secured party, + holder in due coarse. A living individual, and not a corporation in any way. The following is the result of the lies of Officer Mangan of the Purple + Probat-ion Dept. of the N. D. P.S. I was anated on or about April. 14, 2014. On my first court date, the Judge forced an attornay on me, against my will. Then my "alleged" attorney - from this point on will be referred to as Ms. Bon .-1. of 7

Mr. Bon fails to file any "timely" motions. Ms. Bon. dase file a write of Habeas Courpus. But it isn't timely + has to be withdrawn. It is my contention that in accordance with Johnson -v-state 653 N.E. 21 478, 479 (Ind. 1995) that she, Ms.Bon, should have filed a write of Corpus Delecti. Forcing the state to produce a tangable viction, with a tangable injury. And to connect my actions to said injury in a criminal way. Not possible, there is no victim. The state can't be the victim cause the "state" is a fictional intity, a "corperation", 2.077

that by it's very definition cannot be injured. During preliminary Mangan says, "she tryed to call"me "several" times, it she "tried driving around on the streets, and in the allys "where I habbitudy slept. This she Mangan said she tried "Several", times Then on 2, July 2014, Ms. Bon. call me at N.V.C. of CCUL, where I was incarcerated, and tells me she " Just got Mangan's file on me + she was leafing through it + the two maps fell out that Mangan said I had not drawn for her to find where I habbitualy stept. 3. of 7

I asked Ms. Bon. if I should write an affidavit. She said "no" cuz " it would-'nt be fair to the prosicution". I wrote one anyway. But cuz of the 4th of July weekend it didnt make it till after the trial. Trial was set for July 7, 8, +9. I didn't liear about all the stuff in Mangan's file till 1 mailing day till trial. I found out on 2 July, then sent my attidauit on 3 July. 4, 5, +6, July where were holidayis, + 7, 8, +9 July the ware trial days. It got there on 10 July. Then begins the trial: During which Ms. Ban fails to move for a dismissle on 4、017

grounds that Mangan's charges have no credibility due to Mangan's lies destroying her credibility Indipendantly each of these constitute a denial of due process, * all constitute à loss of jurisdiction. The original charging instrument says I signed a lifetime supervision aggre ment on, or, in 2007. I signed it under Juress. It is an onerous contract, + a uncontionable contract, that no one would sign if they men knew in adduance what it would mean. I knew and did not agree to it from the 5.017

begining, Slavery is universaly unlawful 11. So it is my wish to be released from prison, a released from lifetime supervision. If my sentance expires before I can be released from prison by way of an overturned conviction, I still wish to be released from litetime supervision. If Mangan hadn't filed these spurious charges against me I would be elegable for release anyway due to it having been 10 yrs since my conviction in 2004, where I signed a plea agreement under coercion, The preceding is true + and without Full Disclosure 6.0f7

correct to the best of my knowlege, under penalty of perjury_ N.R.S. 208.165, and 28 U.S.C.A. 1746. On this day of our Lord, December, the 28th in the year 2014 Respectful Submitted Rpp ellant_ 7. Kot7

Honorable Justices Having just received my notices, I can apriciate the Newness of the type of issues I = bring to your attention. Doubtlessly you've seen the attentiched, "Exibits", pages 17 then 27 of a contract. (numbered lover right side) Assuming you've never seen one of there before, you'll be wanting to see it in it's entirety. Please goto Clark County Recorder's Office via www. There you can access the public record + enter my number. (Inst. No. 201207120001959) Read it all it you want. I included elever (11) pages of it for your convience. Accutly important 15 pages 21,-23. There you will see a soft executing contract, it is part of the UCCFincing Statement in Attidavit format. 20 days after it was recorded with the Clark County Recordar's Office (CC.RO.) "latches" took afect. No Rebulal. The Director of P+P; the CC. DA., Mr. Wolfson, + Mr. Gilesper of LV.M.P.D. have all received notice Via Cirlified Mail return racipt reguested. The notice to cease and desist" even appiered in my trial. Please note the original charging instrument charges STEVE DELL MCNEILL, (in all capital letters, this corperation is a fiction, and

by it's very definition is incapable of anything ... criminal or otherwise. Likewise the corporation STATE OF NEVADA, is incapable of being injured. As evidenced by the fact there was no one at my trial to say they had been injured. If the STATE ever had any judicity jurisdiction it would have been a civil issue, for breach of contract, which was attento ounerous, + unconcionable, to begin with, and which was signed "under duress", and was the result of a plea agreement that I was coerced into signing back in 2004. Kespectfuly & Without Prejudice

Invoice No. 00001 Name of Organization: STEVE DELL MCNEILL	PROPOSED ORDER: NOTICE of DEMAND
_ Far the Violation of:	Fee Imposed;
False Imprisonment	\$ 5,000,000,00 U.S. FRN
271 Days Grand Total	× 271 \$1,355,000,000.00
Discount (in the intrest of getting pay Sum Cortain	- \$ 1,255,000,000.00 US. FRN
UCC Financing Statement	Billing Agent: Steve D. McNeill/Secured party X Without Predjudice S. McGuel Date 14/29/14 Clark Conty Recorders Office
Secretary of State, Colifo Filing No. 12-73191920 Filing Date: 6-29-2012	1000 100000000000000000000000000000000

INDEMNITY BOND

Know all men by these presents, that STEVEN DELL MONEILL, DEBTOR and INDEMNITOR, hereby establishes this Indemnity Bond in favor of Steven Dell McNeill, Secured Party and Indemnitee, in the sum of present and future collateral values up to the sum of one hundred billion United States silver dollars (\$100,000,000,000.00) of .999 fine silver, or fiat money at par value, for the payment of which bond DEBTOR hereby firmly binds its successors, heirs, executors, administrators, D/B/As, A.K.A.s (d/b/a, a.k.a.), and third-party assigns, jointly and severally. DEBTOR hereby indemnifies Secured Party against losses incurred as a result of all claims of debts or losses made by any and all persons against the commercial transactions and investments of DEBTOR. The condition of this bond is that Secured Party covenants to do certain things on behalf of DEBTOR, as set forth in the attached Commercial Security Agreement of the same date and executing parties; and DEBTOR covenants to serve as a Transmitting Utility to assure beneficial interest in all accounts established and managed by the UNITED STATES; and all goods and services in commerce are available to or conveyed from DEBTOR to Secured Party, whichever is appropriate.

To avert losses of vested rights in the present or future collateral that is the subject of the attached Commercial Security Agreement, DEBTOR agrees to make available to Secured Party such accounts established by intent of the Parties, by operation of law, and/or as constructive trusts, to hold proceeds arising from assets belonging to DEBTOR and administered by the UNITED STATES or its subdivisions, agents, or affiliates. Pursuant to existing laws of the UNITED STATES and the agreement of the parties of the attached Security Agreement, Secured Party is authorized to assign such funds from said accounts as are necessary to settle all past, present, and future public debts and obligations incurred by DEBTOR on behalf of Secured Party.

DEBTOR, without the benefit of discussion or division, does hereby agree, covenant, and undertake to indemnify, defend, and hold Secured Party harmless from and against any and all claims, losses, liabilities, costs, interests, and expenses including, without restriction, legal costs, interests, penalties, and fines previously suffered or incurred, or to be suffered or incurred by Secured Party, in accordance with Secured Party's personal guarantee with respect to loans or indebtedness belonging to DEBTOR, including any amount that DEBTOR might be deemed to owe to a public creditor for any reason whatsoever. Secured Party shall promptly advise DEBTOR of all public claims brought by third parties against the present or future property of DEBTOR, all of which is covered by the attached Security Agreement up to the indemnification amount declared herein, and to provide DEBTOR with full details of said claim(s), including copies of all documents, correspondence, suits, or actions received by or served upon DEBTOR through Secured Party. Secured Party shall fully cooperate with discussion, negotiation, or other proceedings relating to such claims.

This bond shall be in force and effect as of the date that it is signed and accepted by the Parties, and provided that Secured Party may cancel this bond and be relieved of further duty hereunder by delivening a thirty- (30) day written notice of cancellation to DEBTOR. No such cancellation shall affect the liability incurred by or accrued to Secured Party prior to the conclusion of said thirty- (30) day period. In such event of notice of cancellation, and in the event that the UNITED STATES reinstitutes its constructive claim against the collateral, DEBTOR agrees to reissue the bond before the end of the thirty- (30) day period for an amount equal to or greater than the above value of the attached Security Agreement, unless the Parties agree otherwise.

LIEN

This agreement constitutes an International Commercial Lien on all property of DEBTOR, INDEMNITOR, on behalf of, and for the benefit of, Secured Party, Indemnitee, in the amount of one hundred billion United States silver dollars a sum-(\$100,000,000,000.00) of .999 fine silver. This lien will expire at the moment that Indemnitee expires or when this lien is satisfied by Indemnitee.

STEVEN DELL MCNEILL STEVEN DELL MCNEILL, INDEMNITOR

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ŰŰ, JE Steven Dell McNeilt , Indemnitee

HOLD HARMLESS AND INDEMNITY AGREEMENT NON-NEGOTIABLE BETWEEN THE PARTIES

PARTIES

DEBTOR:

STEVEN DELL, MCNEILL 1130 SO. CASINO CENTER #7 LAS VEGAS, NEVADA 89104

CREDITOR:

Steven Dell McNeill c/o 1130 Casino Center #7 Las Vegas, Nevada 89104 Non-Domestic without the US

DEBTOR's Social Security Account Number: 556-63-2290

- This Hold Harmless and Indemnity Agreement is mutually agreed upon and permanently entered into on this <u>/2</u> day of the month of <u>JULY</u>, in the year of YHWH two thousand-twelve, between the juristic person, BAILEE, STEVEN DELL MCNEILL, STEVEN D. MCNEILL,S.D.MCNEILL,S.MC DEBTOR, and Steven Dell McNeill, Steven D. McNeill, S.D.McNeill or S.Mc, including all variations of said name of STEVEN DELL MCNEILL, DEBTOR, BAILEE, and
- II. , Secured Party Creditor, Bailor, who is a living, flesh-and-blood man
- II. For binding verification, DEBTOR/BAILEE hereby expressly agrees and covenants, without benefit of discussion, without division, holding said Creditor harmless, causing indemnification of Creditor from and against, but not limited to any and all: claims or legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summons(es), lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due or may become due arising hereinafter now and forevermore. Steven Dell McNeill, Bailor, articulates by covenant and agreement that creditor shall not under any circumstances be considered an accommodating entity nor surety for DEBTOR/BAILEE.

<u>Words Defined Glossary of Terms</u>: In witnessing by hand this "HOLD HARMLESS AND INDEMNITY AGREEMENT" the foregoing words and terminology utilized herein are non-obstinate:

1. <u>Appellation</u>: HOLD HARMLESS INDEMNITY AGREEMENT DOCUMENT IN HAND SHOWS: "A general term introduces and specifies a particular term used In addressing, greeting, calling out for, and making appeals of a particular living breathing flesh and blood man."

2. <u>Conduit</u>: HOLD HARMLESS INDEMNITY AGREEMENT DOCUMENT IN HAND SHOWS: "Conduit signifies means of transmitting and distributing energy and affects the production of labor, goods, or services by way of STEVEN DELL MCNEILL,STEVEN D. MCNEILL,S.D.MCNEILL,S.MC, including, but not limited to, any and all variations and derivatives of DEBTOR/BAILEE except Steven Dell McNeill,Steven D. McNeill,S.D.Mc,.."

3. <u>Creditor</u>: HOLD HARMLESS INDEMNITY AGREEMENT DOCUMENT IN HAND SHOWS: "Means Steven Dell McNeill as Creditor and Bailor".

4. <u>DEBTOR</u>: HOLD HARMLESS INDEMNITY AGREEMENT DOCUMENT IN HAND SHOWS: STEVEN DELL MCNEILL, STEVEN D.MCNEILL,S.D.MCNEILL, means including, but not limited to, any and all variations and derivatives in spelling of said name except. Steven Dell McNeill,Steven D. McNeill,S.D. McNeill,S.MC,.

5. <u>Derivative</u>: HOLD HARMLESS INDEMNITY AGREEMENT DOCUMENT IN HAND SHOWS: "Coming from another; taken from something preceding secondary; that which has not the origin in itself, but obtains existence from something foregoing and a fundamental nature; anything derived from another."

6. <u>Ens legis</u>: HOLD HARMLESS INDEMNITY AGREEMENT DOCUMENT IN HAND SHOWS: "A creature of the law; an artificial being, as contrasted with a natural person, such as a corporation, considered as deriving its existence entirely from the law."

7. <u>Juristic person</u>: HOLD HARMLESS INDEMNITY AGREEMENT DOCUMENT IN HAND SHOWS: "An abstract legal entity ens legis such as a corporation created by construct of law considered possessing certain legal rights/duties of a human being; an imaginary entity, such as DEBTOR, i.e. STEVEN DELL MCNEILL upon basis of legal reasoning, is legally treated as a human being for purpose of conducting commercial activity for benefit of a biological living being such as Creditor."

Sentient Living being: HOLD HARMLESS INDEMNITY AGREEMENT DOCUMENT IN HAND SHOWS; "The Creditor, I.e. Steven Dell McNelli,, Bailor, a living breathing flesh and blood man , as distinguished from an abstract legal construct such as an artificial entity juristic person corporation partnership and association."

9. STEVEN DELL MONEILL HOLD HARMLESS INDEMNITY AGREEMENT DOCUMENT IN HAND SHOWS: "The DEBTOR, STEVEN DELL MONEILL, STEVEN D. MONEILL, S.D.MONEILL means STEVEN DELL MCNEILL, including, but not limited to, any and all variations and derivatives in the spelling of said name except "Steven Dell McNeill, Steven McNeill, Steven D. McNeill, S.D.McNeill".

10. Living breathing flesh and blood Leatha Lorraine Hatter : HOLD HARMLESS INDEMNITY AGREEMENT DOCUMENT IN HAND SHOWS: "The Creditor Steven Dell McNelli, Bailor, a sentient living being, as distinguished from an artificial legal construct, ens legis, i.e. a juristic person, created by contract of law."

11. Transmitting Utility: HOLD HARMLESS INDEMNITY AGREEMENT DOCUMENT IN HAND SHOWS: "The term transmitting utility means a conduit, e.g., the DEBTOR, i.e., STEVEN DELL MCNEILL," including. but not limited to, any and all variations and derivatives in the spelling of said name except. Steven Dell McNeill, Steven D.McNeill, Steven McNeill, S.D.McNeill, .

12. U.C.C: HOLD HARMLESS INDEMNITY AGREEMENT DOCUMENT IN HAND SHOWS: "U.C.C. means Uniform Commercial Code."

13. Non obstinate: HOLD HARMLESS INDEMNITY AGREEMENT DOCUMENT IN HAND SHOWS: "The term non obstinate means words anciently used in public and private instruments with intent of precluding in advance "any interpretation" other than certain declared objects, purposes."

14. DEBTOR: STEVEN DELL MONEILL, STEVEN MONEILL, STEVEN D. MONEILL, S.D.MONEILL * BAILEE.

15. Creditor: HOLD HARMLESS INDEMNITY AGREEMENT DOCUMENT IN HAND SHOWS: * Steven Dell McNeill, accepts DEBTOR' s signature, endorsement mark below in accordance with UCC 1-201(39) as per UCC 3-401(b)."

16. BAILEE: HOLD HARMLESS INDEMNITY AGREEMENT DOCUMENT IN HAND SHOWS: "BAILEE is a person who receives personal property from another as bailment."

17. Bailment: HOLD HARMLESS INDEMNITY AGREEMENT DOCUMENT IN HAND SHOWS: *A delivery of personal property by one individual, the Bailor, to another person, the BAILEE, who holds the property for a certain purpose under an expressed or implied-in-fact contract."

18. Bailor: HOLD HARMLESS INDEMNITY AGREEMENT DOCUMENT IN HAND SHOWS: "A Person who delivers personal property to another as a bailment."

III. The undersigned Steven Dell McNeill, is Beneficiary (BFY) as Secured Party and Non Enemy, Non Tax Protestor, Non Belligerent, NON UNITED STATES CORPORATE TITLE 28 U.S.C 3002 (15) CITIZEN, Non Surety, Non Combatant American National Sovereign hereinafter "Creditor" and "Bailor."

STEVEN DELL MCNEILL STEVEN DELL MONEILL, BAILEE

IM C 06

Creditor: Steven Dell McNefl

Date Juli, 12, 2012

NON-NEGOTIABLE SECURITY AGREEMENT

- All property of BAILEE, STEVEN DELL MCNEILL 1130 SO. CASINO CENTER #7., LAS VEGAS 1. NEVADA 89104 is now hereby secured property as bailment of Bailor, Secured Party Creditor Steven Dell McNeill,c/o 1130 So. Casino Center # 7., Las Vegas, Nevada, Republic; near [89104]; Non-Domestic without the US. Secured Party Creditor must be fully compensated before any property can be exchanged, sold, tendered, disposed of, or forfeited in any manner. This property now owned or hereinafter acquired includes, but is not limited to, all: Proceeds, products, accounts and fixtures from crops, mine heads, wellheads, transmitting utilities, etc., rent, wages, all and any income, land, mineral, water, and air rights, cottages, houses, buildings, structures, bank accounts, private treasury accounts, bank deposit boxes and contents therein, retirement plans, derivatives, stocks, bonds, securities, benefits from trusts, inheritances received or in receivership, inventory from any source, all machinery including farm and industrial, livestock, equipment, fifth wheel trailers, automobiles, trucks, four wheelers, boats, water craft, aircraft, motor homes, mobile homes, jewelry, wedding bands, rings, watches, all household goods, appliances, any type of fumiture, kitchen utensils, cooking utensils, radios, televisions, computers, musical instruments, antiques, all sporting equipment, firearms, and all other property held for benefit by myself or others. Any and all property not specifically referenced by make, model, and serial number is also included.
- 2. This privately held Security Agreement in hand cannot be discharged in bankruptcy court or any other court, as holder's property is exempt from levy. Secured Party Creditor accepts all signatures in accordance with UCC3-419. Adjustment of this recording is from HJR 192, Public Law 73-10, and UCC-1-104. All proceeds, accounts, and orders therefrom are released to Secured Party Creditor.
- 3. This Security Agreement instrument in hand supersedes any and all, but not limited to, documents or claims purporting to have a higher standing against undersigned's bona-fide, original, wet ink signature set forth by proper English appellation Steven Dell McNeill in correlating correct accounting practice numbers.

STEVEN DELL MCNEILL STEVEN DELL MCNEILL, BAILEE, DEBTOR

liel 8

Steven Dell McNeill, Bailor, Secured Party Creditor

JULY 12, 2012

International Registered Private Tracking Number -# RB507204165US UCC1 RECORDED in NEVADA-Secured TransactionRegistry Number 12-7319192085



ATTENTION AND WARNING THIS IS A LEGAL NOTICE AND DEMAND FIAT JUSTITIA, RUAT COELUM

(Let right be done, though the heavens should fall)

NON WAR POWERS

To: All City, County, State, Federal and International Public Officials, by and Through NEVADA STATE SECRETARY OF STATE ROSS MILLER

ACT FLAG

TAKE NOTICE: IGNORANCE OF THE LAW IS NO EXCUSE. THIS IS A CONTRACT IN ADMIRALTY JURISDICTION.

Take a moment to read this before you proceed any further. I do not wish to speak to you under any circumstances excluding federal judicial review.

THIS TITLE IS FOR YOUR PROTECTION!

- (1) I, one, Steven Dell McNeill, Free man, the undersigned, herein request that you present anything that you say to me in writing, signed under penalty of perjury as required by your law as shown in this instrument. Notice to Agent is Notice to Principal. Notice to Principal is Notice to Agent. Attachments are included and are part of this contract.
- (2) This Notice is in the nature of a Miranda Warning. Take due heed of its contents. If, for any reason, you do not understand any of these statements or warnings, it is incumbent upon you to summon a superior officer, special prosecutor, federal judge, or other competent legal counsel to immediately explain to you the significance of this presentment as per your duties and obligations in respect to this private, formal, notarized, registered Statute Staple Securities Instrument. As per Title 11 USC 501(a), 502(a), 11 USC 7001, 7013, and Federal Rules of Civil Procedure Sections 8-A, AND 13-A, the claim or presumption that I, STEVEN DELL MCNEILL am a DEBTOR to the "UNITED STATES" or any of its agencies or sub-corporations is forever rebutted by this contract. This rebuttal is a counterclaim in Admiratty.
- (3) Your Failure to timely do so leaves you in the position of accepting full responsibility for any and all liabilities for monetary damages, as indicated herein, that I incur by any adversely affecting injuries caused by your overt or covert actions, or the actions of any of your fellow public officers and agents in this or any other relevant matters as described herein. You have thirty days (30), from the date that this document is received by the Clerk of the Public Record, to respond and rebut the presumptions of this contract by submitting to me signed, certified, authenticated documents of the laws that rebut these presumptions point by point, On and For the Record under penalties of the law including penjury. This document will be on file in the public record; and the clerk in charge of the public record is charged to distribute this to any and all responsible parties, i.e., officers of the court, and/or law enforcement officers including local, state, federal, international, multijurisdictional, or any and all officers, representatives, contractors, agencies, or any such entity or person that may bring any type of action, whether civil or criminal or other, against me, and whether in this county, state, region, area, country, corporation, federal zone, or in any venue and/or jurisdiction. Your failure to timely rebut the statements and warnings herein constitute your complete, tacit agreement with all statements and warnings contained herein. Your presumptions that I, the undersigned, am a "Corporate Fiction" or "Legal Entity" and under your corporate "UNITED STATES" junsdiction are now and forever rebutted.

- ¹ 4) I, the undersigned, tendering this document, am a Private People of Posterity; a Sovereign Personam Sojoum; by fact; not a 14th amendment citizen or surety within; or subject for; or allegiance to; your corporate "UNITED STATES"; or to any de facto, compact, corporate, commercial states contracting therein; only to the "united States of America," nonetheless carrying with me exclusive, original, sovereign jurisdiction and venue having one supreme court and United States Court of International Trade. This is a matter of public record, tendered by way of certified mail to NEVADA, SECRETARY OF STATE. These pages are recorded upon liber records and books in the REGISTRAR OF DEEDS offices including, but not limited to CLARK COUNTY, NEVADA.
- (5) I, the undersigned, now tendering this legally binding Legal Notice and Demand in hand am not a surety under your jurisdiction nor a subject under your corporate veil "Color of Law Venue," being acknowledged by silence and acquiescence of ROSS MILLER, respectfully NEVADA, SECRETARY OF STATE, also but not limited to any public officers, agents, contractors, assigns, employees, and subsidiaries of your office, regarding my Legal Notice and Demand tendered by certified mail with liber book number and page affixed.
- (6) Silence of Corporate Office SECRETARY OF STATE ratifies severances of any nexus or relationship to de facto, corporate, commercial state offices; being fraudulent conveyance by operating under "Color of Authority" upon affiant. Let this be known by the "Good Faith (Oxford) Doctrine" to all men and women. I do not consent to any warrantiess searches, or searches that are not compliant with the "Constitution for the united States of America" and/or all of the amendments of the Honorable "Bill of Rights," whether of my dwellings, cars, land craft, watercraft, aircraft, me, mine, current location, property, hotel rooms, apartments, business records, businesses, or my machinery, vehicles, equipment, supplies, computer equipment, buildings, grounds, land in my private possession or control, past, present, and future, now and forevermore, so help me God.

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- (7) By this record let it be known that I do not at any time waive any rights or protections, as acknowledged by the aforementioned Constitution and/or Honorable "Bill of Rights," nonetheless, demanding that you protect these as you swore an oath to do so. I accept your lawfully required Oath of Office, bonds of any type, insurance policies, and property of any type for my protection and making whole. Furthermore, should you witness any public officers at this time, or any time past, present, or future violating any of my rights or protections, it is your swom duty (of oath) to immediately arrest, or have them arrested. You are legally required to charge them as you should any law breaker, regardless of officer's title, rank, uniform, cloak, badge, position, stature, or office; or you shall henceforth be accountable for monetary damages from, but not limited to, your monetary liability, your corporate bond, your law-required private bond, compensatory costs, punitive procurements, and sanctioned-by-attomey attributions.
- (8) Note: A true and correct, notarized copy of this Statute Staple Securities Instrument is safely deposited in the REGISTRAR OF DEEDS office in CLARK COUNTY,NEVADA. It is my policy to present this document to any officer, agent, or representative that has any interaction with me. I have a lawful right to travel, by whatever means, via land, sea, or air, without any officer, agent, employee, attorney, or judge wiltfully causing adverse affects or damages upon me by an arrest, detainment, restraint, or deprivation. I will be granted the status and treatment of a foreign Sovereign, a foreign diplomat, by all customs' officials. This document or the deposited copy becomes an evidentiary document certified herein, as if now fully reproduced, should any court action be taken upon me as caused by your acts under color of law with you, your officers, and employees. Take note: You are now monetanily liable in your personal and corporate capacity. I, Steven Dell McNeill, Free man, the undersigned, a Sovereign, notwithstanding anything contrary, abide by all laws in accordance with the aforementioned Constitution and Honorable "Bill of Rights" which are applicable to Sovereign. I, Steven Dell McNeill wish no harm to any man. You agree by your non- response to uphold my Right to Travel, or you must rebut my presumption by lawfully documented evidence in law on and for the record, under Oath and penalty of perjury, within the thirty (30) days as aforementioned in this Admiralty contract.

(9) BE WARNED, NOTICED, AND ADVISED that I rely upon, in addition to constitutional limits of the "Constitution for the united States of America" and/or the Honorable "Bill of Rights," governmental authority, the rights and protections guaranteed under Uniform Commercial Codes, common equity law, laws of admiralty, and commercial liens and levies pursuant to, but not limited, to Title 42 (Civil Rights), Title 18 U.S.C.A. (Criminal Codes), Title 28 U.S.C.A. (Civil Codes), and additional NEVADA constitution penal codes, in as much as they are in compliance with the aforementioned Constitution and/or "Bill of Rights." There can be no violation of any of these laws unless there is a victim consisting of a natural, flesh and blood man or woman who has been damaged. When there is no victim, there is no crime or law broken. Unless this is rebutted within the time limit contained herein, and the conditions of the rebuttal are met, you, or any representative in any capacity of any agency, government, corporation, or the like, agree to abide by this contract anytime that you interact with me. I, Steven Dell McNeill, Free man, the undersigned, am of lawful majority age, clear head, and sound mind.

(10) Remember, you took a solemn⁵ binding oath to protect and defend the original "Constitution for the united States of America" (1787) adopted circa 1791. Violations of said oath are perjury, being a bad-faith doctrine by constructive treason and immoral dishonor. I accept said Oath of Office that you have sworn to uphold. I declare that any and all presumptions that I am a citizen, subject, resident, participant, legal entity, strawman, fiction, or any such thing, of any and all jurisdictions of the UNITED STATES OR ANY OF ITS SUBDIVISIONS; AGENCIES, ENTITIES, DEPARTMENTS, SUBSIDIARIES are now and forever rebutted. You may rebut my presumptions by submitting certified copies of lawful documents that have been certified by

a CALIFORNIA state's attorney while under oath and on the official record and under penalty of perjury and waiving all immunities from prosecution. You have thirty (30) days to rebut my statements as indicated herein; or my statements will stand as true, lawful, and legal in all of your courts and/or hearings.

- (11) This legal and timely notice, declaration, and demand is prima facie evidence of sufficient Notice of Grace. The terms and conditions of this presentment agreement are a quasi-contract under the Uniform Commercial Code and Fair Debt Collection Practices Act. These terms and conditions are not subject to any or all immunities that you may claim, should you in *any* way violate my rights or allow violations by others. Your corporate commercial acts against me or mine and your failures to act on behalf of me or mine are ultra vires and injunious by willful and gross negligence.
- (12) The liability is upon you, and/or your respondeat superior, and upon others including any and all local, state, regional, federal, multijurisdictional, international, and/or corporate agencies, and/or persons of the foregoing, involved directly or indirectly with you via any nexus acting with you; and said liability shall be satisfied jointly and/or severally at my discretion. You are sworn to your Oath of Office, and I accept your Oath of Office and your responsibility to uphold the rights of me and mine at all times.

BILLING COSTS ASSESSED WITH LEVIES AND LIENS UPON VIOLATIONS SHALL BE:

- (13) Unlawful Arrest, Illegal Arrest, or Restraint, or Distraint, Trespassing/Trespass, without a lawful, correct, and complete 4th amendment warrant: \$2,000,000.00 (Two Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.
 - Excessive Bali, Fraudulent Bond, Cruel and Unusual Punishment, Violation of Right to Speedy Trial, Violation of the Right of Freedom of Speech, Conspiracy, Aiding and Abetting, Racketeering, or Abuse of Authority as per Title 18 U.S.C.A., §241 and §242, or definitions contained herein: \$2,000,000.00 (Two Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.
 - Assault or Assault and Battery without Weapon: \$2,000,000.00 (Two Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.
 - Assault or Assault and Battery with Weapon: \$3,000,000.00 (Three Million) lawful, US Silver Dollars, per occurrence, per officer, or agent involved.
- Unfounded Accusations by Officers of the Court, or Unlawful Determination: \$2,000,000.00 (Two Million) iawful US Silver Dollars, per occurrence, per officer, or agent involved.
- (14) Denial and/or Abuse of Due Process: \$2,000,000.00 (Two Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.
 - Obstruction of Justice: \$2,000,000.00 (Two Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.
 - Unlawful DistraInt, Unlawful Detainer, or False Imprisonment: \$5,000,000.00 (Five Million) lawful US Silver Dollars, per day, per occurrence, per officer, or agent involved, plus 18% annual interest.

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Reckless Endangerment, Failure to Identify and/or Present Credentials and/or Failure to Charge within 48 (Forty-Eight) Hours after being detained: \$2,000,000.00 (Two Million) lawful US Silver Dollars per occurrence, per officer, or agent involved.

- Counterfeiting Statute Staple Securities Instruments: \$2,000,000.00 (Two Million) lawful US Silver Dollars
 per occurrence, per officer, or agent involved.
- (15) Unlawful Detention or Incarceration: \$2,000,000.00 (Two Million) lawful US Silver Dollars, per day, per occurrence, per officer, or agent involved.
 - Incarceration for Civil or Criminal Contempt of Court without lawful, documented-in-law, and valid reason: \$2,000,000.00 (Two Million) lawful US Silver Dollars per day, per occurrence, per officer, or agent involved.
 - Disrespect by a Judge or Officer of the Court: \$2,000,000.00 (Two Million) lawful US Silver Dollars per occurrence, per officer, or agent involved.
 - Threat, Coercion, Deception, or Attempted Deception by any Officer of the Court: \$2,000,000.00 (Two Million) lawful US Silver Dollars per occurrence, per officer, or agent involved.
 - Unnecessary Restraint: \$2,000,000.00 (Two Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.
 - Violation of Rights: \$2,000,000.00 (Two Million) lawful US Silver Dollars, per occurrence, per officer, or agent involved.

Refusal of Lawful Bailment as provided by the aforementioned Constitution and/or Honorable "Bill of Rights": \$2,000,000:00 (Two Million) lawful US Silver Dollars per day of confinement, to be prorated by the hour as per Traficant vs. Florida, per occurrence, per officer, per agent involved.

Coercion or Attempted Coercion of the Natural Man or Woman to take responsibility for the Corporate Strawman against the Natural Man or Woman Secured Party's Will: \$2,000,000.00 (Two Million) lawful US Silver Dollars per occurrence, per officer or agent involved.

The Placing of an Unlawful or Improper Lien, Levy, Impoundments, or Garnishment against any funds, bank accounts, savings accounts, retirement funds, investment funds, social security funds, intellectual property, or any other property belonging to the Natural Man or Woman Secured Party by any agency: \$2,000,000.00 (Two Million) lawful US Silver Dollars per occurrence, and \$100,000.00 (One Hundred Thousand) lawful US Silver Dollars per day penalty until liens, levies, impoundments, and/or garnishments are ended and all funds reimbursed, and all property returned in the same condition as it was when taken, with 18% annual interest upon the Secured Party's declared value of property.

Destruction, Deprivation, Concealment, Defacing, Alteration, or Theft, of Property, including buildings, structures, equipment, funiture, fixtures, and supplies belonging to the Natural Man or Woman Secured Party will incur a penalty of total, new replacement costs of property as indicated by Owner and Secured Party, including but not limited to purchase price and labor costs for locating, purchasing, packaging, shipping, handling, transportation, delivery, set up, assembly, installation, tips and fees, permits, replacement of computer information and data, computer hardware and software, computer supplies, office equipment and supplies, or any other legitimate fees and costs associated with total replacement of new items of the same type, like, kind, and/or quality, and quantity as affected items. The list and description of affected property will be provided by the Owner and Secured Party and will be accepted as complete, accurate, and uncontestable by the agency or representative thereof that caused such action. In addition to the aforementioned cost, there will be a \$200,000.00 (Two Hundred Thousand) lawful US Silver Dollars per day penalty until property is restored in full, beginning on the first day after the incident, as provided by this contract.

CAVEAT

- (16) The aforementioned charges are billing costs deriving from, but not limited to, Uniform Commercial Codes and Fair Debt Collection Practices Act and this contract. These charges shall be assessed against persons, governmental bodies, and corporate entities supra, or *any* combination thereof when they individually and/or collectively violate my natural and/or civil rights as an American by declaration. The aforementioned Constitution and/or the Honorable "Bill of Rights" establishes jurisdiction for you in your normal course of business. All violations against me, the undersigned, will be assessed per occurrence, per officer, representative, or agent of any agency that is involved in any unlawful action against me.
- (17) By your actions, you shall lack recourse for all claims of immunity in any forum. Your officers' knowing consent and admission of perpetrating known acts by your continued enterprise is a violation of my rights. This Statute Staple Securities Instrument exhausts all state maritime Article 1 administrative jurisdictions and protects my Article III court remedies including but not limited to Title 42 U.S.C.A, Title 18 U.S.C.A., Title 28 U.S.C.A., and Title 18 U.S.C.,§ 242.

IGNORANCE OF THE LAW IS NO EXCUSE!

- (18) I, one, Steven Dell McNeill, Free man, the undersigned, am the principal; and you are the agent! Fail not to adhere to your cath, lest you be called to answer before one God and one Supreme Court Exclusive Original Jurisdiction, which is the court of first and last resort, not excluding my "Good Faith (Oxford) Doctrine" by my conclusive Honorable "Bill of Rights."
- (19) This Statute Staple Securities Instrument is not set forth to threaten, delay, hinder, harass, or obstruct, but to protect guaranteed Rights and Protections assuring that at no time my Unalienable Rights are *ever* waived or taken from me

against my will by threats, duress, coercion, fraud, or without my express written consent of waiver. None of the statements contained herein intend to threaten or cause any type of physical or other harm to anyone. The statements contained herein are to notice any persons, whether real or corporate, of their potential, personal, civil, and criminal liability if and when they violate my Unallenable Rights as protected by the original Constitution of 1787, adopted circa 1791, and/or the Honorable "Bill of Rights." A bona fide duplicate of this paperwork is safely archived with those who testify under oath that it is my standard policy to ALWAYS present this notice to *any* public or private officer attempting to violate me and my rights. It is noted on the record that by implication of said presentment, this notice has been tendered by way of certified mail to ROSS MILLER SECRETARY OF STATE NEVADA. This is prima facie evidence of your receipt and acceptance of this presentment in both your corporate and individual capacity, jointly and severally for each and all governmental, political, and corporate bodies. Any other individuals who have been, are, or hereafter become involved in the Instant actions or any future actions against me shall only correspond to me in writing while signing under penalty of perjury pursuant but not limited to Title 28 U.S.C.A. § 1746. This document is now on record in the REGISTRAR OF DEEDS office CLARK COUNTY, NEVADA, supra.

SUMMATION

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(20) Should you move against me in defiance of this presentment, there is no immunity from prosecution available to you or to *any* of your fellow public officers, officials of government, judges, magistrates, district attorneys, clerks, or *any* other persons who become involved in the instant actions, or *any* future actions, against me by way of aiding and abetting. Take due heed and govern yourself accordingly. Any or all documents tendered to me, lacking bona fide wet ink signatures or dates per title 18 U.S.C.A. § 513-514, are counterfeit security instruments causing you to be liable in your corporate and individual capacity by fraudulent conveyance now and forevermore. If and when you cause any injury and/or damages to the Natural Man or Woman Secured Party by violating any of the rights, civil rights, privileges, or any terms herein, you agree to voluntarily, with no reservation of rights and defenses, at the written request of the Natural Man or Woman Secured Party, sumender, including but not limited to, any and all bonds, public and/or corporate insurance policies, and CAFR funds as needed to satisfy any and all claims as filed against you by the Natural Man or Woman Secured Party. This applies to any and all agents, or representatives, individually and severally, of the "UNITED STATES" or any of the subdivisions thereof, as described herein.

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

(21) This document cannot be retracted by any employee, agent, representative, or officer of the court, or any individuals, excluding the Natural Man or Woman Secured Party on this registered document, for one hundred years from the date on this legally binding Statute Staple Securitles Instrument.

Attention: All Agents, Representatives, Officers, and/or such, of the "UNITED STATES" or its subdivisions including local, state, federal, and/or international or multinational governments, corporations, agencies, and the like: You have thirty (30) days to rebut any portion of this document, or you stand in total agreement. Non response is agreement. Partial response is agreement. Rebuttal must be in written form with legal/lawful, verified, certified documentation in law, with copies of said law enclosed. This documentation must be provided under penalty of perjury. Notice to Agent Is Notice to Principal. Notice to Principal is Notice to Agent. Ignorance of the law is no excuse.

- (22) All other corporations including but not limited to telephone companies, cable companies, utility companies, contractors, builders, maintenance personnel, investors, journeymen, inspectors, law enforcement officers, officers of the court, manufacturers, wholesalers, retailers, and all others, including all persons, are bound by all paragraphs, terms, and conditions herein regardless of nature of limited liability corporations or affiliations as "D/B/As," "A.K.A.s," incorporations, or any types of businesses in commerce as deeded by this securities agreement and decree.
- (23) YOU ARE NOTICED having been given knowledge of the law and your personal financial liability in event of any violations of my rights and/or being. This Statute Staple Securities instrument now in your hand constitutes timely and sufficient warning by good faith, notice, and grace.
- (24) Dated this <u>/2</u> day of <u>To L (</u>, in the year of our Lord, two thousand twelve. This contract being of honor is presented under the "Good Faith (Oxford) Doctrine." I accept the Oath of Office of all officers of the court, including but not limited to the clerk of the court; all judges and attorneys from all jurisdictions; all local, state, federal, international law enforcement officers, and all agents of the "UNITED STATES" or any subdivisions thereof.
- (25) Any agent, law enforcement officer, employee, contractor, representative, or the like of the "UNITED STATES" or any of its subsidiaries or sub-corporations, SHALL NOT ENTER. AT ANY TIME, FOR ANY REASON, ANY PROPERTY AT WHICH I AM LOCATED, or LEASE, OWN, or CONTROL, WITHOUT MY EXPRESS WRITTEN PERMISSION. Violation of this notice will be considered criminal trespass and will be subject to a \$2,000,000.00 (Two Million) lawful US Silver Dollar penalty plus damages, per violation, per violator.
- (26) Attention: Any and all lending institutions, brokerage firms, credit unions, depository institutions, insurance agencies, credit bureaus, and the officers, agents and employees therein: You have now been notified of the law as to your corporate and individual financial liability in the event of any violations upon the rights and/or being of Gerald Edward David. This Statute Staple Securities Instrument constitutes timely and sufficient waming by Good Faith Notice of your liability regardless of your political affirmations. All penalties contained herein will be subject to a penalty increase of \$1,000,000.00 (One Million) lawful US Silver Dollars per day, plus interest, while there is any unpaid balance for the first thirty (30) days after default of payment. This penalty will increase by 10% per each day until balance is paid in full, plus 18% annual interest, beginning on the thirty-first (31st) day after default of payment. All penalties in this document are assessed in lawful money and are to be paid in one troy ounce US Silver Dollars that are .999 fine silver or equivalent par value if paid in

NOTICE TO CLARK COUNTY REGISTRAR OF DEEDS CLERK

(27) Pursuant to Title 18 U.S.C., chapter 101 § 2071(b), "Whoever, having the custody of any such record, proceeding, map, book, document, paper, or other thing, willfully and unlawfully conceals, removes, mutilates, obliterates, falsifies, or destroys the same, shall be fined under this title or imprisoned not more than three years, or both; and shall forfeit his office and shall be disqualified from holding any office under the United States."

Steven dell McNeill

Secured Party Creditor

7-12-12 Date

State of	Nevada)
County of _	Clark) ss)

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SUBSCRIBED AND AFFIRMED: On this ______day of ______,2012 AD, before me appeared DUSU_______,2012 AD, before me appeared DUSU_______,2012 AD, before me appeared name is subscribed on this Statute Staple Securities instrument. Witnessed by my hand and official stamp. signed, sealed, and delivered by hand or by private, registered or certified mail, drafted by the above Secured Party Creditor with attached property description and definitions.

NS: Signature of Notary Public



We, the undersigned witnesses, do hereby swear or affirm that it is the policy of Steven Dell McNeill to present this "LEGAL NOTICE AND DEMAND" to all law enforcement officers, agents, or representatives of the "UNITED STATES" anytime that he has any interaction with them.

<u>S'enald-E: David</u> First Witness Printed Name Living Location c/o 200 So. 8 Th eul LV, Neurada 89101 LS:~ First Witness Signature Date 7-12-12 Living Location do 6436 Show Purch Street 100.7 cond Witness Printed Name Nor-Domestic without the US LS: Second Witness Signature Date 7-12-12 Living Location c/o 4040 Nolly DATISL EENA HAVO Third Witness Printed Name LAS VERONN. BS " LS: Third Witness Signature Date

Non-Domestic without the US

legal tender or fiat paper money. Par value will be determined by the value established by a one troy ounce .999 fine silver coin at the US MINT, or by law, whichever is higher value at the time of the incident. Any dispute over the par value will be decided by the Secured Party, or his designee. All definitions in "Legal Notice and Demand Definitions" are included as a part of this contract and will be applied as written herein. Any dispute of any definition will be decided by the Secured Party. There is no contradiction of terms as written within the confines of this title pursuant to the "Constitution for the united States of America." If any contradiction is found, the meaning will be determined by the Secured Party. Definitions as they apply to this contract are enclosed in "Legal Notice and Demand Definitions" and are included as a legal part of this contract.

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Steven Dell McNeill Secured Party Creditor

Date July 122012

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From: Stere D. McNell#84646 . P.O. Box 650 Indian Springs, Nr. 89070 Supreme Court of the State of Neucle Other of the Clerk 201 S. Carson st ste 201 Carson City, No. 89701-4414 Hasler 1751281 **US POSTAGE MAIL** LEGAL **\$**02.035 turkurtko StriadZ ō

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Electronically Filed 01/22/2015 10:17:08 AM

CLERK OF THE COURT

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN AND FOR THE COUNTY OF CLARK

STATE OF NEVADA,

Plaintiff(s),

Case No: C-14-297725-1

VS.

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STEVE DELL MCNEILL,

Defendant(s),

Dept No: XXV

CASE APPEAL STATEMENT

1. Appellant(s): Steve D. McNeill

2. Judge: Kathleen E. Delaney

3. Appellant(s): Steve D. McNeill

Counsel:

Steve D. McNeill #84046 P.O. Box 650 Indian Springs, NV 89070

4. Respondent: The State of Nevada

Counsel:

Steven B. Wolfson, District Attorney 200 Lewis Ave. Las Vegas, NV 89101

1	(702) 671-2700
2	5. Appellant(s)'s Attorney Licensed in Nevada: N/A Permission Granted: N/A
3	Respondent(s)'s Attorney Licensed in Nevada: Yes
4	Permission Granted: N/A
5	6. Appellant Represented by Appointed Counsel In District Court: Yes
6 7	7. Appellant Represented by Appointed Counsel On Appeal: N/A
8	8. Appellant Granted Leave to Proceed in Forma Pauperis: N/A
° 9	9. Date Commenced in District Court: April 30, 2014
10	10. Brief Description of the Nature of the Action: Criminal
11	Type of Judgment or Order Being Appealed: Unknown
12	11. Previous Appeal: Yes
13	Supreme Court Docket Number(s): 66697
14	12. Child Custody or Visitation: N/A
15	Dated This 22 day of January 2015.
16	Steven D. Grierson, Clerk of the Court
17	
18	Babaa) Butemer
19 20	Barbara J. Gutzmer, Deputy Clerk
20	200 Lewis Ave PO Box 551601
22	Las Vegas, Nevada 89155-1601 (702) 671-0512
23	
24	
25	cc: Steve D. McNeill
26	
27	
28	
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DEPARTMENT 25 CASE SUMMARY CASE NO. C-14-297725-1

State of Nevada vs Steve McNeill

ŭ	Judicial Officer	Department 25 Delaney, Kathleen E. 04/30/2014
9. 9. 9.	Case Number History: Cross-Reference Case Number:	C297725
ŝ ŝ	Defendant's Scope ID #: Lower Court Case Number: Supreme Court No.:	14F02393

CASE INFORMATION	ŝ.
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Offe	nse	Deg	Date	Case Type:	Felony/Gross Misdemeanor
1.	VIOLATION OF LIFETIME SUPERVISION BY CONVICTED SEX OFFENDER	F	12/14/2012	Case Flags:	Appealed to Supreme Court
2.	Arrest: 04/14/2014 PROHIBITED ACTS BY A SEX OFFENDER	ŀ	12/14/2012		Custody Status - Nevada Department of Corrections Charge Description Updated

Statistical Closures

09/11/2014 Guilty Plea with Sentence (before trial)

DATE	CASE ASSIGNMENT	
	Current Case AssignmentCase NumberC-14-297725-1CourtDepartment 25Date Assigned05/05/2014Judicial OfficerDelaney, Kathleen E.	
	PARTY INFORMATION	
Defendant	McNeill, Steve Dell	Lead Attorneys Public Defender Public Defender 702-455-4685(W)
Plaintiff	State of Nevada	Wolfson, Steven B 702-671-2700(W)
DATE	EVENTS & ORDERS OF THE COURT	INDEX
04/30/2014	Criminal Bindover Criminal Bindover	
05/05/2014	Information Information	
05/07/2014	Initial Arraignment (9:30 AM) (Judicial Officer: De La Garza, Mélisa)	
05/27/2014	Notice of Witnesses and/or Expert Witnesses Notice of Witnesses and/or Expert Witnesses	
06/02/2014	Notice of Witnesses and/or Expert Witnesses Supplemental Notice of Witnesses and/or Expert Witnesses	

DEPARTMENT 25

CASE SUMMARY CASE NO. C-14-297725-1

	CASE NO. C-14-297/25-1
<i>06/06/</i> 2014	Transcript of Proceedings Reporter's Transcript of Preliminary Hearing, April 29, 2014
06/24/2014	Defendant's Motion for Discovery
06/27/2014	Response State's Response to Defendant's Motion for Discovery
06/30/2014	Motion for Discovery (9:00 AM) (Judicial Officer: Togliatti, Jennifer) Defendant's Motion for Discovery
06/30/2014	Calendar Çall (9:30 AM) (Judicial Officer: Togliatti, Jennifer)
06/30/2014	All Pending Motions (9:30 AM) (Judicial Officer: Togliatti, Jennifer)
06/30/2014	Petition Petition for Writ of Habeas Corpus
07/02/2014	Return Return to Writ of Habeas Corpus
07/02/2014	Order Order
07/07/2014	Petition for Writ of Habeas Corpus (9:00 AM) (Judicial Officer: Delancy, Kathleen E.)
07/07/2014	Jury Trial (1:00 P.M) (Judicial Officer: Delaney, Kathleen E.) 07/07/2014-07/09/2014
07/07/2014	Amended Information Amended Information
07/07/2014	Jury List
07/09/2014	Memorandum Bench Memorandum in Support of Defense Proposed Jury Instructions #7-14
07/09/2014	Proposed Jury Instructions Not Used At Trial Defense's Proposed Jury Instructions
07/09/2014	Jury List Amended Jury List
07/09/2014	Amended Information Second Amended Information
07/09/2014	Jury Instructions Jury Instructions
07/09/2014	

DEPARTMENT 25

CASE SUMMARY CASE NO. C-14-297725-1

	CASE 110. C-11-277720-1			
	Verdict			
07/09/2014	 Plca (Judicial Officer: Delaney, Kathleen E.) 1. VIOLATION OF LIFETIME SUPERVISION BY CONVICTED SEX OFFENDER Guilty 			
07/10/2014	Affidavit Affidavit of Truth			
07/16/2014	Motion Motion for Arrest of Judgment Pursuant to NRS 176.525 or, in the Alternative, Motion for Judgment of Aquital Pursuant to NRS 175.381			
07/29/2014	Opposition State's Opposition to Defendant's Motion for Arrest of Judgment Pursuant to NRS 176.525 or, in the Alternative, Motion for Judgment of Acquittal Pursuant to NRS 175.381			
07/30/2014	Motion (9:00 AM) (Judicial Officer: Delaney, Kathleen E.) Defendant's Motion for Arrest of Judgment Pursuant to NRS.176.525 or, in the Alternative, Motion for Judgment of Aquital Pursuant to NRS 175.381			
08/08/2014	Order Order Denying Defendant's Motion for Arrest of Judgment Pursuant to NRS 176.525 or, in the Alternative, Motion for Judgment of Acquittal Pursuant to NRS 175.381			
08/21/2014	PSI PSI			
09/10/2014	Sentencing (9:00 AM) (Judicial Officer: Delaney, Kathleen E.)			
09/10/2014	 Disposition (Judicial Officer: Delancy, Kathleen E.) 1. VIOLATION OF LIFETIME SUPERVISION BY CONVICTED SEX OFFENDER Guilty 			
09/10/2014	Sentence (Judicial Officer: Delaney, Kathleen E.) 1. VIOLATION OF LIFETIME SUPERVISION BY CONVICTED SEX OFFENDER Adult Adjudication Sentenced to Nevada Dept. of Corrections Term: Minimum: 12 Months, Maximum: 36 Months Credit for Time Served: 150 Days Fce Totals: Administrative Assessment Fce 25.00 Crim fee sch Fee Totals \$ 25.00 \$150 DNA Analysis fee including testing to determine genetic markers is WAIVED			
09/11/2014	Criminal Order to Statistically Close Case Criminal Order to Statistically Close Case			
09/18/2014	Judgment of Conviction JUDGMENT OF CONVICTION (JURY FRIAL)			
10/10/2014	Notice of Appeal (criminal) Notice of Appeal			
DEPARTMENT 25

CASE SUMMARY CASE NO. C-14-297725-1

	CASE NO. C-14-29//25-1	
10/10/2014	Case Appeal Statement Case Appeal Statement	
10/10/2014	Request Request for Rough Draft Transcripts	
10/17/2014	Recorder's Transcript of Hearing Recorder's Transcript of Hearing Re: Initial Arraignment; May 7, 2014	
12/08/2014	Request Request for Rough Draft Transcript	
12/22/2014	Reporters Transcript Reporter's Transcript of Jury Trial, State vs. McNeil, July 9, 2014	
12/29/2014	Reporters Transcript Reporter's Transcript of Calendar Call; Defendant's Motion for Discovery; 06/30/14	
12/29/2014	Reporters Transcript Reporter's Transcript of Proceedings: 07/30/14	
12/29/2014	Reporter's Transcript Reporter's Transcript of Sentencing; 09/10/14	
01/01/2015	Reporters Transcript Reporter's Transcript of Jury Trial - Vol. 1 July 7, 2014	
01/06/2015	Reporter's Transcript Reporter's Transcript of Jury Trial - Vol. 2; 07/08/14	
01/12/2015	Notice of Appeal (criminal) Notice of Appeal	
DATE	FINANCIAL INFORMATION	
	Defendant McNeill, Steve Dell Total Charges Total Payments and Credits	25.00 0.00

Total Payments and Credits Balance Due as of 1/22/2015

25.00

Felony/Gross Misdemeanor		COURT MINUTES	May 07, 2014
C-14-297725-1	State of Nevada vs Steve McNeill		
May 07, 2014	9:30 AM	Initial Arraignment	
HEARD BY:	De La Garza, Melisa	COURTROOM:	RJC Lower Level Arraignment
COURT CLERK: Monique Alberto			
RECORDER:	Kiara Schmidt		
REPORTER:			
PARTIES PRESENT:	Clowers, Shanon McNeill, Steve Dell Miles, Dedree S. State of Nevada	Attorney Defendant Attorney Plaintiff	
		JOURNAL ENTRIES	
ORDERED, ma today for the fil	tter set for trial. COURT	ORDERED, pursuant to State reliminary Hearing Transcrip	ED the 60-DAY RULE. COURT ate, Counsel has 21 days from ot has not been filed as of today,

CUSTODY

6/30/14 9:30 A.M. CALENDAR CALL (DEPT 25)

7/7/14 10:30 A.M. JURY TRIAL (DEPT 25)

Felony/Gross Misdemeanor		COURT MINUTES	June 30, 2014
C-14-297725-1	State of Nevada vs Steve McNeill		
June 30, 2014	9:30 AM	All Pending Motions	
HEARD BY:	Togliatti, Jennifer	COURTROOM:	RJC Courtroom 15A
COURT CLER	K: Kristen Brown		
RECORDER:			
REPORTER:	Brenda Schroeder		
PARTIES			
PRESENT:	Ferrera, Xiomara	Attorney	
	Hojjat, Nadia	Attorney	
	Jones, Jr., John T.	Attorney	
	McNeill, Steve Dell	Defendant	
		JOURNAL ENTRIES	
- CALENDAR	CALLDEFT'S MOTION	I FOR DISCOVERY	

Conference at the Bench. Colloquy between Court and counsel regarding Deft's Motion for Discovery. COURT ORDERED, Motion GRANTED IN PART and DENIED IN PART. Court directed Ms. Ferrera to prepare an order directing the Clerk's Office to produce the left side file. Colloquy between Court and counsel regarding Deft's Petition that was just filed. COURT ORDERED, matter set for Trial and Deft's Petition for Writ of Habeas Corpus is to be heard on the morning of the same date.

CUSTODY

7/07/14 9:00 AM DEFT'S PETITION FOR WRIT OF HABEAS CORPUS

C-14-297725-1

7/07/14 1:00 PM JURY TRIAL

Felony/Gross Misdemeanor		COURT MINUTES	July 07, 2014
C-14-297725-1	State of Nevada vs Steve McNeill		
July 07, 2014	9:00 AM	Petition for Writ of Habeas Corpus	
HEARD BY:	Delaney, Kathleen E.	COURTROOM:	RJC Courtroom 15A
COURT CLER	K: Kristen Brown		
RECORDER:			
REPORTER:	Brenda Schroeder		
PARTIES PRESENT:	Cooper, Jonathan Ferrera, Xiomara Hojjat, Nadia McNeill, Steve Dell Public Defender State of Nevada	Attorney Attorney Attorney Defendant Attorney Plaintiff	

JOURNAL ENTRIES

- Argument by counsel regarding the timeliness of the Petition. Court stated that it finds good cause for the delay in the filing of the Petition and will proceed substantively. Mr. Cooper requested ten days to file a response and argued that since the Writ was filed, the deft. has waived his speedy trial rights. Statement by Ms. Ferrera. Court stated that it agrees with the State's assessment that the filing of the Writ does waive the deft's speedy trial rights and will consider the State's request for time to file a response. Ms. Ferrera requested time to speak with the deft. COURT ORDERED, matter TRAILED.

RECALLED: Ms. Ferrera stated that she has spoken with the deft. and he would like to continue to invoke his right to a speedy trial, therefore, will withdraw the Writ. COURT ORDERED, Petition

C-14-297725-1

WITHDRAWN and will proceed to trial at 1:00 pm today. Amended Information FILED IN OPEN COURT.

CUSTODY

Felony/Gross Misdemeanor		COURT MINUTES	July 07, 2014
C-14-297725-1	State of Nevada vs Steve McNeill		
July 07, 2014	1:00 PM	Jury Trial	
HEARD BY:	Delaney, Kathleen E.	COURTROOM:	RJC Courtroom 15A
COURT CLEF	K: Kristen Brown		
RECORDER:			
REPORTER:	Brenda Schroeder		
PARTIES PRESENT:	Cooper, Jonathan Ferrera, Xiomara Hojjat, Nadia McNeill, Steve Dell Public Defender State of Nevada	Attorney Attorney Attorney Defendant Attorney Plaintiff	
JOURNAL ENTRIES			

- Ms. Hojjat advised the Court that they are not ready to proceed as the deft. was brought over with the jail issued sandals which is prejudicial and has contacted someone in her office to see if shoes can be provided. Colloquy. Court stated it will proceed to trial. Ms. Hojjat stated that the State has not filed a bad acts motion and would request that the State admonish their witnesses to not bring up any of the deft's prior bad acts and to make sure the exhibits do not reference prior bad acts. Argument by Mr. Cooper. Counsel stated the deft. will STIPULATE that he is a sex offender and is on lifetime supervision, COURT SO NOTED. Ms. Hojjat argued that Marsha Lee was not properly noticed as an expert. Arguments by counsel. Court stated that it did not hear Mr. Cooper stated that the witness was an expert and can figure out what the parameters of the testimony will be. Further colloquy between Court and counsel regarding the witnesses testimony and redactions that needed to be made. Court DIRECTED Mr. Cooper to prepare an Amended Information with the noted redactions.

PROSPECTIVE JURY PRESENT. Voir dire. Jury and 2 alternates selected. COURT ORDERED, Trial CONTINUED.

OUTSIDE THE PRESENCE OF THE PROSPECTIVE JURY: Ms. Hojjat moved for a Batson Challenge. Arguments by counsel. Court stated its findings and ORDERED, Deft's Motion is DENIED and the panel will remain as is.

7/08/14 1:00 PM JURY TRIAL

Felony/Gross Misdemeanor		COURT MINUTES	July 08, 2014	
C-14-297725-1	State of Nevada vs Steve McNeill			
July 08, 2014	1:00 PM	Jury Trial		
HEARD BY:	Delaney, Kathleen E.	COURTROOM:	RJC Courtroom 15A	
COURT CLEF	COURT CLERK: Kristen Brown			
RECORDER:				
REPORTER: Brenda Schroeder				
PARTIES PRESENT:	Cooper, Jonathan Ferrera, Xiomara Hojjat, Nadia McNeill, Steve Dell Public Defender State of Nevada	Attorney Attorney Attorney Defendant Attorney Plaintiff		
JOURNAL ENTRIES				

- OUTSIDE THE PRESENCE OF THE JURY: Ms. Hojjat advised the Court that parties are attempting to agree with the redactions that are necessary but advised the Court of the redactions that have not been agreed upon. Arguments by counsel. Court issued its rulings regarding the redactions. Colloquy between Court and counsel regarding the Second Amended Information submitted by the State. COURT ORDERED, the Second Amended Information presented by the State will STAND as submitted.

JURY PRESENT: Jury and 2 alternates sworn. Second Amended Information read by the Court Clerk. Opening statements by counsel. Testimony and exhibits presented. (See worksheets). COURT ORDERED, Trial CONTINUED.

OUTSIDE THE PRESENCE OF THE JURY: Court placed the objections made at the Bench on the record.

7/09/14 11:00 AM JURY TRIAL

Felony/Gross Misdemeanor		COURT MINUTES	July 09, 2014
C-14-297725-1	State of Nevada vs Steve McNeill		
July 09, 2014	11:00 AM	Jury Trial	
HEARD BY:	Delaney, Kathleen E.	COURTROOM:	RJC Courtroom 15A
COURT CLEI	RK: Kristen Brown		
RECORDER:			
REPORTER:	Dana J. Tavaglione		
PARTIES PRESENT:	Cooper, Jonathan Ferrera, Xiomara Hojjat, Nadia McNeill, Steve Dell Public Defender State of Nevada	Attorney Attorney Attorney Defendant Attorney Plaintiff JOURNAL ENTRIES	

- OUTSIDE THE PRESENCE OF THE JURY: Instructions settled on the record. Witness, Marsha Lee, present. Court advised Ms. Lee of what can be discussed in front of the jury. Court advised the deft. of his rights not to testify.

JURY PRESENT: Testimony and exhibits presented. (See worksheets). State rests. Defense rests. Court instructed the jury. Closing arguments by counsel. At the hour of 3:17 pm, the jury retired to deliberate. At the hour of 3:50 pm, the jury returned with a VERDICT of: GUILTY of VIOLATION OF LIFETIME SUPERVISION BY CONVICTED SEX OFFENDER. Jury polled. Court thanked and excused the Jury. COURT ORDERED, Deft. REMANDED TO CUSTODY and matter referred to the Division of Parole and Probation (P & P) and set for sentencing.

C-14-297725-1

CUSTODY

9/10/14 9:00 AM SENTENCING

Felony/Gross	Misdemeanor	COURT MINUTES	July 30, 2014
C-14-297725-1	State of Nevada vs Steve McNeill		
July 30, 2014	9:00 AM	Motion	
HEARD BY:	Delaney, Kathleen E.	COURTROOM	: RJC Courtroom 15A
COURT CLER	K: Kristen Brown		
RECORDER:			
REPORTER:	Brenda Schroeder		
PARTIES PRESENT:	Cannizzaro, Nicole J. Ferrera, Xiomara McNeill, Steve Dell Public Defender State of Nevada	Attorney Attorney Defendant Attorney Plaintiff	
		JOURNAL ENTRIES	

- Submitted by counsel. Court stated its findings and ORDERED, Motion DENIED for the reasons stated in the State's opposition. State to prepare the Order.

CUSTODY

Felony/Gross Misdemeanor		COURT MINUTES	September 10, 2014
C-14-297725-1	State of Nevada vs Steve McNeill		
September 10, 20	14 9:00 AM	Sentencing	
HEARD BY: De	elaney, Kathleen E.	COURTROOM:	RJC Courtroom 15A
COURT CLERK:	Kristen Brown		
RECORDER:			
REPORTER: B	Brenda Schroeder		
PARTIES	- VI		
	Ferrera, Xiomara	Attorney	
	McNeill, Steve Dell	Defendant	
	Public Defender	Attorney	
	Rhoades, Kristina A.	Attorney	
	State of Nevada	Plaintiff	
		JOURNAL ENTRIES	
ADJUDGED GUI	LTY of VIOLATION C	the deft. and Ms. Bonaventur F LIFETIME SUPERVISION	

OFFENDER (F). COURT ORDERED, in addition to the \$25.00 Administrative Assessment fee, Deft. SENTENCED to a MINIMUM of TWELVE (12) MONTHS and a MAXIMUM of THIRTY-SIX (36) MONTHS in the Nevada Department of Corrections (NDC) with 150 DAYS credit for time served. COURT FURTHER ORDERED, the \$150.00 DNA Analysis fee including testing to determine genetic markers is WAIVED. BOND, if any, EXONERATED.

NDC

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Case: C-14-297725-1 Party: Sort Order: Status Defendant Name; McNeill, Steve DOB Dell

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EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE NOTICE OF DEFICIENCY ON APPEAL TO NEVADA SUPREME COURT

STEVE D. MCNEILL #84046 P.O. BOX 650 INDIAN SPRINGS, NV 89070

> DATE: January 22, 2015 CASE: C297725

RE CASE: STATE OF NEVADA vs. STEVE DELL MCNEILL

NOTICE OF APPEAL FILED: January 12, 2015

YOUR APPEAL <u>HAS</u> BEEN SENT TO THE SUPREME COURT.

PLEASE NOTE: DOCUMENTS NOT TRANSMITTED HAVE BEEN MARKED:

Case Appeal Statement

• NRAP 3 (a)(1), Form 2

 \triangleleft Order



Notice of Entry of Order

NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. <u>The district court clerk shall apprise appellant of the deficiencies in writing</u>, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (e) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

Please refer to Rule 3 for an explanation of any possible deficiencies.

Certification of Copy

State of Nevada County of Clark SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; DISTRICT COURT MINUTES; EXHIBITS LIST; NOTICE OF DEFICIENCY

STATE OF NEVADA,

Plaintiff(s),

Case No: C297725

VS.

Dept No: XXV

STEVE DELL MCNEILL,

Defendant(s).

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto Set my hand and Affixed the seal of the Court at my office, Las Vegas, Nevada This 22 day of January 2015 OF THE Steven D. Grierson, Clerk of the Court Barbara J. Gutzmer, Deputy Clerk trens somere