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2 5. At all times relevant, Superior District Court Judge Jackson L. Kiser  
3 FDCVAWD was an employee and agent for the United States Federal  
4 Judiciary.

5 6. At all times relevant, Senior Judge Clyde H. Hamilton, 4<sup>th</sup> CA was an  
6 employee and agent for the United States Federal Judiciary.

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8 7. At all times relevant, Judge Robert B. King, 4<sup>th</sup> CA was an employee and  
9 agent for the United States Federal Judiciary.

10 8. At all times relevant, Judge Barbara Milano Keenan, 4<sup>th</sup> CA was an  
11 employee and agent for the United States Federal Judiciary.

12 9. The United States Federal Judiciary is formed under Article III of the U.S.  
13 Constitution.

14  
15 10. The Constitution of the United States is not a contract between  
16 Government and its' Citizens but a contract between the republic states.

17 11. This contract between the states establishes the US Government's  
18 existence.

19  
20 12. The Government cannot be a party to the contract that creates it. Parties  
21 to contracts have to pre-exist those contracts.

22 13. The U.S. Constitution is a law. It proclaims itself as such, in Article V.  
23 clause II. "The Supremacy Clause as "the Supreme Law of the Land".  
24

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26 Complaint for Breach of Contract and Taking Without Just cause.

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2 14. Given the U.S. Constitution is the Supreme Law of the land and there is  
3 no Law without a sovereign, then the Sovereign, the supreme lawgiver is  
4 “We The People” collectively through our state representatives.

5 15. Given the Constitution is the Supreme law of the land, which establishes  
6 the existence of the Sovereign U.S. Government. The Sovereign U.S.  
7 Government cannot have superiority over the Law, which forms its  
8 existence. The Supreme Law of the land, the constitution of the United  
9 States.

10  
11 16. The Supreme Law of the Land states only one law twice called the Due  
12 Process Clause.

13  
14 17. The laws stated in the Constitution are Supreme Laws to which  
15 Government is duty bound.

16 18. A law is not a contract, although it can, and the constitution does, define  
17 contracts under which its officials will be bound.

18 19. A law is not a contract but every law constitutes an offer for redress of a  
19 crime or civil wrong. Law, the system of rules that a particular country or  
20 community recognizes as regulating the actions of its members and may  
21 enforce by the imposition of penalties.  
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26 Complaint for Breach of Contract and Taking Without Just cause.

1  
2 20. The election or appointment of each official, respectfully as in the case of  
3 each of these Federal Judges is a separate contract.

4 21. Not only do officials not constitute a separate corporate entity, with  
5 interests of their own, in competition with the people, but, the original  
6 design of the constitution is that they not be allowed to function that way,  
7 and that they have a duty not to do so, and have a duty to uphold the  
8 supreme law of the land.  
9

10 22. The USDA is a federal executive department of the United States.

11 23. The herein-alleged conduct of Superior Judge Jackson L. Kiser, Senior  
12 Judge Clyde H. Hamilton, Judge Robert B. King, and Judge Barbara  
13 Milano Keenan, was performed within the course and scope of their  
14 respective express and implied authority; consequently, all acts of such  
15 parties were undertaken as agents of the United States.  
16

17 24. The herein-alleged conduct of the United States Department of Agriculture  
18 is unconstitutional, a violation of due process, a violation of federal law  
19 and therefore, subjects the USDA to the penalties defined by the true  
20 sovereigns congressional representation.  
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25  
26 Complaint for Breach of Contract and Taking Without Just cause.

1 25. The herein-submitted claims of Plaintiffs are not pending in any other  
2 court against the United States<sup>1</sup>.

3  
4 26. The alleged conduct giving rise to the instant claim arose on March 24<sup>th</sup>  
5 2015 with the ruling and opinion of Superior Federal District Court Judge  
6 Jackson L. Kiser in case 4:13-cv-00054-JLK-RSB (W.D. Va. Mar. 24, 2014).

7  
8 27. The alleged Opinion was appealed with the Fourth Circuit Court of  
9 Appeals with filing of an interlocutory appeal No. 1480 June 2014.

10 28. A second appeal, No 14-1925 to the Fourth Circuit resulted from the  
11 unconstitutional and unlawful separation of rulings in case 4:13-cv-00054-  
12 JLK-RSB.

13  
14 29. The fourth Circuit opinion of the combined cases was issued on November  
15 24, 2014.

16 30. The alleged conduct and ruling of the 4<sup>th</sup> Circuit was appealed for  
17 Certiorari to the Supreme Court of the United States on February 27, 2015  
18 Petition 14-1051 cert denied April, 27 2015.

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19  
20  
21 <sup>1</sup> Form SF-95 to proceed a case for racketeering against "USDA  
22 et, al, was submitted to the President of the United States  
23 and Secretary of Agriculture on April 17<sup>th</sup> 2015. Further action  
24 is pending the Agencies six-month grace period under  
25 provisions of the Federal tort claims act however; it  
26 represents a completely separate, distinctly different cause  
27 of action.



1  
2 35. Given the Tucker Act waives sovereign immunity with regard to express or  
3 implied contracts, Plaintiffs respectfully note this court cannot entertain  
4 the U.S. Government's sovereignty in evaluating the express or implied  
5 validity of a Contract.

## 6 COMMON ALLEGATIONS

7  
8 36. Plaintiffs re-allege paragraphs 1 through 35 as though fully restated.

9 62. At its most basic level the complaint regards a simple straightforward  
10 matter of contract law. The U.S. Government through legislative intent  
11 made an express written offer for a "private cause of action" to every  
12 private citizen, with specific performance requirements, specific  
13 consideration, specific conditions of enforcement, and specific express  
14 inducements, for the private citizen to enter into an agreement. This  
15 express offer of the United States was made for a purpose the United  
16 States legislature considered of the utmost importance and therefore, was  
17 of utmost importance to the true sovereign we the people. The terms of  
18 this agreement appoint the federal judiciary, as custodian for the United  
19 States for which there surely is no lack of capacity. All the legal terms of  
20 this offer are spelled out in the Code of Federal Regulations (CFR). Specific  
21 terms were codified in law in 1970 in the U.S. Code as Title 18 Chapter 96  
22  
23  
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25  
26 Complaint for Breach of Contract and Taking Without Just cause.



1 §§ 1961 – 1968 and amended in 1995. The terms of acceptance are defined  
2 in the Federal Rules of Civil Procedure (FRCP 8(a)) surely these suffice as  
3 proper written express terms of a valid contract. The Federal Law was an  
4 express written offer for redress of damages to an individual’s property and  
5 business. The filing of the complaint as defined by the FRCP “the  
6 Complaint” an acceptance. Compensation “Monetary damage” is defined  
7 as appropriate in Title 18 Chapter 96 §1962(c) as damages to an  
8 individual’s business or property. Private citizens are further provided  
9 specific inducement to file a civil cause of action for violation of this federal  
10 law where public prosecutorial resources are deemed inadequate as the  
11 Supreme Court stated in:  
12  
13  
14

15 *Agency Holding Corp. v. Malley-Duff & Associates*][107 S.Ct. 2759, 483 U.S. 143,  
16 151 (1987)]: “RICO and the Clayton Act are designed to remedy economic injury  
17 by **providing for the recovery of treble damages, costs, and attorney’s**  
18 **fees.**<sup>2</sup> Both statutes bring to bear the pressure of “**private attorneys**  
19 **general**” on a serious national problem **for which public prosecutorial**  
20 **resources are deemed inadequate**; the mechanism chosen to reach the  
21 objective in both the **Clayton Act and RICO is the carrot of treble**  
22 **damages.** Moreover, both statutes aim to compensate the same type of

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23  
24 <sup>2</sup> This suit is being brought under the Tucker act but for  
25 another statute specifying specific monetary damages.

26 Complaint for Breach of Contract and Taking Without Just cause.

1 *injury; each requires that a plaintiff show injury “in his business or*  
2 *property by reason of” a violation” ”*  
3

4 63. Title 18 Chapter 96 §1964(c) was last amended in 1995.

5 64. Of primary relevance to this suit are two sections of U.S.C.18 Chapter 96  
6 §1964(a) and (c), and §1962 (a)-(d);

7 **Section 1964(a) and (c) state the following:**

8  
9 “(a) The district courts of the United States shall have jurisdiction to  
10 prevent and restrain violations of section 1962 of this chapter by issuing  
11 appropriate orders, including, but not limited to: ordering any person to  
12 divest himself of any interest, direct or indirect, in any enterprise;  
13 imposing reasonable restrictions on the future activities or investments of  
14 any person, including, but not limited to, prohibiting any person from  
15 engaging in the same type of endeavor as the enterprise engaged in, the  
16 activities of which affect interstate or foreign commerce; or ordering  
17 dissolution or reorganization of any enterprise, making due provision for  
18 the rights of innocent persons.”

19  
20 “(c) Any person injured in his business or property by reason of a violation  
21 of section 1962 of this chapter may sue therefor in any appropriate United  
22 States district court and shall recover threefold the damages he sustains  
23 and the cost of the suit, including a reasonable attorney's fee, except that  
24 no person may rely upon any conduct that would have been actionable as  
25 fraud in the purchase or sale of securities to establish a violation of section  
26 1962. The exception contained in the preceding sentence does not apply to  
27 an action against any person that is criminally convicted in connection  
28 with the fraud, in which case the statute of limitations shall start to run on  
the date on which the conviction becomes final.”<sup>3</sup>

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<sup>3</sup> These last two sentences are the amendment of 1995.

1  
2 Section 1962(a)-(d) are stated as follows:

3  
4 a) It shall be unlawful for any person who has received any income  
5 derived, directly or indirectly, from a pattern of racketeering activity or  
6 through collection of an unlawful debt in which such person has  
7 participated as a principal within the meaning of section 2, title 18, United  
8 States Code, to use or invest, directly or indirectly, any part of such  
9 income, or the proceeds of such income, in acquisition of any interest in, or  
10 the establishment or operation of, any enterprise which is engaged in, or  
11 the activities of which affect, interstate or foreign commerce. A purchase of  
12 securities on the open market for purposes of investment, and without the  
13 intention of controlling or participating in the control of the issuer, or of  
14 assisting another to do so, shall not be unlawful under this subsection if  
15 the securities of the issuer held by the purchaser, the members of his  
16 immediate family, and his or their accomplices in any pattern or  
17 racketeering activity or the collection of an unlawful debt after such  
18 purchase do not amount in the aggregate to one percent of the outstanding  
19 securities of any one class, and do not confer, either in law or in fact, the  
20 power to elect one or more directors of the issuer.

21 (b) It shall be unlawful for any person through a pattern of racketeering  
22 activity or through collection of an unlawful debt to acquire or maintain,  
23 directly or indirectly, any interest in or control of any enterprise which is  
24 engaged in, or the activities of which affect, interstate or foreign commerce.

25 (c) It shall be unlawful for any person employed by or associated with any  
26 enterprise engaged in, or the activities of which affect, interstate or foreign  
27 commerce, to conduct or participate, directly or indirectly, in the conduct of  
28 such enterprise's affairs through a pattern of racketeering activity or  
collection of unlawful debt.

(d) It shall be unlawful for any person to conspire to violate any of the  
provisions of subsection (a), (b), or (c) of this section.

40. On September 16, 2013 Plaintiffs filed suit under Chapter 18, §1961-§1968

for violation of §1964(c) in the Federal District Court of Virginia Western

Division Danville District Case No. 4:13-cv-00054-JLK-RSB. Plaintiffs

Complaint for Breach of Contract and Taking Without Just cause.

1 state unequivocally this complaint was and is an express written  
2 acceptance to the terms offered by the United States as codified in Title 18  
3 Chapter 96 §§1961 - 1968.  
4

5 41. A law is not a contract, although it can, and this law does, define an offer  
6 under which the United States Government must be bound.  
7

8 42. This Federal Law (Offer) and submission of the complaint (acceptance)  
9 filed in the Federal District Court contain all the required elements of a  
10 contract, to wit, (1) mutuality of intent to contract (each party agrees to do  
11 or not do a specific act); (2). Lack of ambiguity in offer and acceptance; (3)  
12 consideration; and (4) a government representative having actual  
13 authority to bind the United States in contract:  
14

- 15 1. (Mutuality) Both the United States and the Plaintiffs were aware  
16 of their respective duties: The United States agreed to a civil  
17 cause of action, to hold any enterprise, and any individual,  
18 accountable for violation of Title 18 Chapter 96 §1961- §1968.  
19 This federal law agrees to hold any person, employed by or  
20 associated with any enterprise, accountable and liable for  
21 participation in any enterprise, engaged in, or the activities of  
22 which affect, interstate or foreign commerce, to conduct or  
23  
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25

1  
2 participate, directly or indirectly in the conduct of such  
3 enterprise's affairs through a pattern of racketeering activity or  
4 collection of unlawful debts.

5 Plaintiffs agreed to prove at trial to a preponderance of the  
6 evidence the commission of multiple predicate act felonies  
7 including multiple counts of Fraud, Mail Fraud, and obstruction  
8 of justice and the existence of and participation in an ongoing  
9 enterprise affecting interstate or foreign commerce. The  
10 existence of a criminal racket designed for financial gain.  
11 damages to Plaintiffs business and property.

12  
13  
14 2. (Offer and Acceptance) Every Law is an offer to the people to be  
15 protected from civil disobedience. The filing of a complaint in  
16 accordance with Federal Rules of Civil procedure 8(a) is an  
17 acceptance of that offer. The law, an Offer, its express and  
18 implied terms are codified in the Code of Federal regulations  
19 indicating the legislative branch of governments intent for the  
20 law to be binding. Government has a duty, a due process  
21 obligation, and the judiciary a duty and a contractual obligation  
22 to provide due process and equal justice under the law, and the  
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25  
26 Complaint for Breach of Contract and Taking Without Just cause.

1 application of law. Plaintiffs had intent and expectation the offer  
2 of this federal law, and its precedent would be observed and  
3 upheld with the filing of a complaint in accordance with the  
4 Federal Rules of Civil procedure and the explicit directions of the  
5 Federal Court. Plaintiffs expected this contract between  
6 Plaintiffs and the United States to be binding under Federal Law  
7 and precedent.  
8

9  
10 3. (Consideration) The United States stated upon delivery and  
11 execution of the stated performance requirements Plaintiffs were  
12 entitled to treble damages, for losses suffered to their business or  
13 property, court cost, and attorney fees. This statute providing a  
14 civil cause of action identifies a source of substantive law  
15 separate from the Tucker Act creating a right to monetary  
16 damages. Furthermore, and of significance, the right to treble  
17 damages.  
18

19  
20 4. (Authorization) §1965(a) Any civil action or proceeding under  
21 this chapter against any person may be instituted in the district  
22 court of the United States for any district in which such person  
23 resides, is found, has an agent, or transacts his affairs. Article III  
24

1 of the Constitution Section 2. “The judicial power shall extend to  
2 all cases, in law and equity, arising under this Constitution, the  
3 laws of the United States,” “to controversies to which the United  
4 States shall be a party”. The FDCVAWD has the Authority under  
5 Article III of the U.S. Constitution and Authorization granted  
6 under §1965(a). Acceptance of the offer was duly received as  
7 evidenced by docketing of case 4:13-cv-00054-JLK-RSB and  
8 subsequent filings.  
9

10  
11 43. The express written terms of this statute cannot be clearer or broader.

12 §1962(a)(b)(c) and (d) state without exception that its unlawful for “Any”  
13 person. The plain language of the statute explicitly states “Any Person”.

14 §1962(a)(b) and (c) cannot be clearer or broader the statute is explicit and  
15 states “Any enterprise” The plain language of the statute explicitly states  
16 “Any enterprise”. There are unequivocally no stated boundaries in the  
17 application of this statute, *see Boyle v. United States 556 U.S. II A (2009)*.  
18

19 “It is unlawful for “Any” person to be employed by or associated with  
20 “Any” enterprise engaged in, or the activities of which affect,  
21 interstate or foreign commerce, to conduct or participate, directly or  
22  
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26 Complaint for Breach of Contract and Taking Without Just cause.

1 indirectly in the conduct of such enterprise's affairs through a  
2 pattern of racketeering activity or collection of unlawful debt."  
3

4 44. Section §1964(c) States "Any person injured in his business or property by  
5 reason of a violation of section 1962 of this chapter may sue therefor in any  
6 appropriate United States district court and shall recover threefold the  
7 damages he sustains and the cost of the suit, including a reasonable  
8 attorney's fee." This section of the statute is also very clear it states again  
9 "Any" person injured in his business or property by reason of a violation of  
10 section 1962. It states plainly and clearly " Any person my sue therfor in  
11 any appropriate United States district court. It states plainly "Any person  
12 shall recover threefold the damages he sustains and the cost of the suit,  
13 including a reasonable attorney's fee.  
14  
15

16  
17 **COUNT 1**

18 **BREACH OF CONTRACT**

19  
20 45. The Damaged Parties re-allege Paragraphs 1 through 44 as though fully  
21 restated.  
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26 Complaint for Breach of Contract and Taking Without Just cause.



1  
2 46. In violation of Plaintiffs constitutional rights to Due Process under the  
3 fifth and 14<sup>th</sup> amendments to the constitution, to Plaintiffs 14<sup>th</sup>  
4 amendment right to equal protection of the law, contrary to the express  
5 written language and intent of this congressional legislative statute,  
6 contrary to prior precedent in cases filed under §1964(c), and plainly not in  
7 accordance with the law on March 24<sup>th</sup> 2015 with the ruling and opinion of  
8 Superior Federal District Court Judge Jackson L. Kiser in case 4:13-cv-  
9 00054-JLK-RSB (W.D. Va. Mar. 24, 2014); The United States breached the  
10 express and implied terms and conditions of the contract between  
11 Plaintiffs and the United States and unlawfully and without compensation  
12 converted the express damages as defined by §1964(c).  
13  
14

15 47. The court ruled on March 24<sup>th</sup> it lacked jurisdiction to hear the allegations  
16 as filed under §1964(c). Judge Jackson L. Kiser ruled he lacked jurisdiction  
17 to hear the claims because Plaintiffs failed to evoke the Federal Tort  
18 Claims Act (FTCA), and had not sought administrative permission from  
19 the USDA to bring these charges. See case 4:13-cv-00054-JLK-RSB Dkt #  
20 45 P 15.  
21

22 48. 18 U.S.C. §1965(a) states:  
23  
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26 Complaint for Breach of Contract and Taking Without Just cause.  
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- 1
- 2 • “Any civil action or proceeding under this chapter against any person
  - 3 may be instituted in the district court of the United States for any
  - 4 district in which such person resides, is found, has an agent, or
  - 5 transacts his affairs.”

6 49.18 U.S.C Chapter 96, by its very nature and application is designed to  
7  
8 augment existing civil and criminal remedies and as such should  
9  
10 supersede provisions of the FTCA. Especially since an executive branch of  
11  
12 Government is operating an enterprise in violation of Federal Law, and in  
13  
14 violation of its contractual obligation under the supreme law to operate  
15  
16 legally within the law – Due Process. The Governments Sovereignty  
17  
18 cannot trump its contractual obligation to provide Due Process to the true  
19  
20 sovereign we the people.

21 50. On November 24<sup>th</sup> 2014 the 4<sup>th</sup> circuit court of appeals Judge Clyde H.  
22  
23 Hamilton 4<sup>th</sup> CA, Judge Robert B. King 4<sup>th</sup> CA, and Judge Barbara Milano  
24  
25 Keenan 4<sup>th</sup> CA affirmed Judge Jackson L. Kiser’s decision with their  
26  
27 opinion.

28 51. The courts’ ruling is a simple straightforward unlawful conversion of the  
express, implied, accepted, substantial Supreme Court precedent, and  
relied on terms, of the contract between the United States and Plaintiffs.

1  
2 52. “There are no stated boundaries in the application of this statute. It is  
3 unlawful for “Any” person to be employed by or associated with “Any”  
4 enterprise engaged in, or the activities of which affect, interstate or foreign  
5 commerce, to conduct or participate, directly or indirectly in the conduct of  
6 such enterprise’s affairs through a pattern of racketeering activity or  
7 collection of unlawful debt. Any person would include Federal and State  
8 employees in “Any” capacity and it would include “Any” enterprise even  
9 one operated by an executive branch of government. It is and was the  
10 specific intent of this congressional legislation for this Statute to grant a  
11 civil cause of action providing private attorney general status for a private  
12 citizen to prosecute corruption operating through a legitimate government  
13 agency. “A legislative act of Congress representing the true sovereign we  
14 the people.” See *Edmund Boyle v. United States* Opinion No. 07–1309.  
15 Argued January 14, 2009—Decided June 8, 2009.

16  
17  
18  
19 *“RICO makes it “unlawful for any person employed by or*  
20 *associated with any enterprise engaged in, or the activities*  
21 *of which affect, interstate or foreign commerce, to conduct*  
22 *or participate, directly or indirectly, in the conduct of such*  
23

1                    *enterprise’s affairs through a pattern of racketeering activity*  
2                    *or collection of unlawful debt.” 18 U. S. C. §1962(c)*  
3                    *(emphasis added). The statute does not specifically define*  
4                    *the outer boundaries of the “enterprise” concept but states*  
5                    *that the term “includes any individual, partnership,*  
6                    *corporation, association, or other legal entity, and any*  
7                    *union or group of individuals associated in fact although*  
8                    *not a legal entity.” §1961(4).<sup>2</sup> This enumeration of included*  
9                    *enterprises “is obviously broad, encompassing “any . . .*  
10                    *group of individuals associated in fact.”Ibid. (emphasis*  
11                    *added). The term “any” ensures that the definition has a*  
12                    *wide reach, see, e.g., Ali v. Federal Bureau of Prisons, 552*  
13                    *U. S. \_\_\_, \_\_\_ (2008) (slip op., at 4–5), and the very concept*  
14                    *of an association in fact is expansive. In addition, the*  
15                    *RICO statute provides that its terms are to be “liberally*  
16                    *construed to effectuate its remedial purposes.” §904(a),*

1  
2 84Stat. 947, note following 18 U. S. C. §1961; see also, e.g.,  
3 National Organization for Women, Inc. v. Scheidler, 510 S.  
4 249, 257 (1994) (“RICO broadly defines ‘enterprise’”);  
5 Sedima, S. P. R. L. v. Imrex Co., 473 U. S. 479, 497 (1985)  
6 (“RICO is to be read broadly”); Russello v. United States,  
7 464 U. S. 16, 21 (1983) (noting “the pattern of the RICO  
8 statute in utilizing terms and concepts of breadth”). In  
9 light of these statutory features, we explained in Turkette  
10 that “an enterprise includes any union or group of  
11 individuals associated in fact” and that RICO reaches “a  
12 group of persons associated together for a common purpose  
13 of engaging in a course of conduct.” 452 U. S., at 580, Such  
14 an enterprise, we said, “is proved by evidence of an ongoing  
15 organization, formal or informal, and by evidence that the  
16 various associates function as a continuing unit.” *Id.*, at  
17 583. Notwithstanding these precedents, the dissent asserts

1  
2 *that the definition of a RICO enterprise is limited to*  
3 *“business-like entities.” See post, at 1–5 (opinion of*  
4 *STEVENS, J.). We see no basis to impose such an extra*  
5 *textual requirement.*<sup>3</sup> **Additionally see the footnotes:**

7 *2This provision does not purport to set out an exhaustive definition of*  
8 *the term “enterprise.” Compare §§1961(1)–(2) (defining what the*  
9 *terms “racketeering activity” and “State” mean) with §§1961(3)–(4)*  
10 *(defining what the terms “person” and “enterprise” include).*

12 *Accordingly, this provision does not foreclose the possibility that the*  
13 *term might include, in addition to the specifically enumerated*  
14 *entities, others that fall 5 Cite as: 556 U. S. \_\_\_\_ (2009) \_\_\_\_\_*

16 *within the ordinary meaning of the term “enterprise.” See H. J. Inc.*

17 *v. Northwestern Bell Telephone Co., 492 U. S. 229, 238 (1989)*

18 *(explaining that the term “pattern” also retains its ordinary meaning*  
19 *not with standing the statutory definition in §1961(5)). 3The dissent*

21 *claims that the “business-like” limitation “is confirmed by the text of*  
22 *§1962(c) and our decision in Reves v. Ernst & Young, 507 U. S. 170*

23 *(1993).” Post, at 3. Section 1962(c), however, states only that one may*  
24 *not “conduct or participate, directly or indirectly, in the conduct of*



1  
2 56. The requirement to submit form SF-95 is a requirement not specified in  
3 the terms of agreement, nor is it supported by Supreme court precedent  
4 stating its broad, inclusive, boundless, limitless, application to Any  
5 individual and Any enterprise with *no exhaustive definition*.

6  
7 57. 28 U.S.C. §2680(a) Specifies a prohibition against using the FTCA to  
8 challenge the validity of a statute or regulation. As such the Court is duty  
9 bound by the Due Process requirement to operate legally and within the  
10 law and therefore, to have observed this prohibition.

11 58. The requirement to submit form SF-95 eliminates (converts) the very  
12 inducements of Congressional intent as a mechanism to achieve the  
13 objectives in both the Clayton and Rico acts –

14  
15 ***“Providing for the recovery of treble damages, costs, and attorney’s***  
16 ***fees and bringing to bear the pressure of “private attorneys general”***

17 Form SF-95 requires stating a sum certain and by signing Form SF-95 Plaintiffs are  
18 forced to accept a stated sum certain as compensation and settlement of all claims.

19 This is a plain and simple conversion of the damage award and carrot of inducement as  
20 defined by the express written offer presented in Chapter 18, §1964(c).

21 In [Rotella v. Wood et al., 528 U.S. 549 (2000)] in response to a writ for certiorari the  
22 5<sup>th</sup> circuit court of appeals stated and on appeal the Supreme Court reiterated in No. 98–  
23 896. Argued November 3, 1999—Decided February 23, 2000.

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25  
26 Complaint for Breach of Contract and Taking Without Just cause.





1 its employees or its officers. There is no explicit or implied statement  
2 granting the Agency or its personnel sovereign immunity from criminal  
3 acts. In fact they are under sworn duty to operate legally within the law.  
4 The fact is this Agency has been made a victim of a criminal enterprise.  
5 Nothing in this statute, explicitly states or implies an exemption of its  
6 application on government employees, quite the contrary all prior  
7 precedent and statements of the Supreme Court of the United States are  
8 supportive of it's application where a RICO enterprise animated by an  
9 illicit common purpose can be comprised of an association-in-fact of  
10 government entities and human members when the latter exploits the  
11 former to carry out that purpose. *See* 378 F.3d at 78-88, also *United States*  
12 *v Warner*, 498 F.3d 666,694-97(7<sup>th</sup> Cir, 2007), Where the Seventh Circuit  
13 held that the State of Illinois was properly charged as the RICO enterprise  
14 that was the victim of corrupt office holders' pattern of racketeering  
15 activity. The USDA's RICO enterprise operates criminally stealing and  
16 denying civilian's constitutional rights to due process to avoid financial  
17 losses from the agencies negligence. There is no greater remedial purpose  
18 for the RICO statute than the protection of the people from tyranny and  
19 oppression by their own Government.  
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26 Complaint for Breach of Contract and Taking Without Just cause.  
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1  
2 60. §1964(c) provides “Any” individual whose business or property was  
3 harmed by a pattern of racketeering activity by “Any” individual  
4 participating in “Any” enterprise in a manner forbidden by §1962 is  
5 entitled to bring a civil cause of action in “Any” appropriate United  
6 States district court in “Any” district court of the United States for “Any”  
7 district in which such person resides, is found, has an agent, or transacts  
8 his affairs.” And such an individual is entitled to ***the recovery of treble***  
9 ***damages, costs, and attorney’s fees and bringing to bear the pressure***  
10 ***of “private attorneys general”***  
11

12 61. A requirement to evoke the FTCA and provide a signed form SF-95 is in  
13 complete and direct conflict with the express written offer, intent, of  
14 congress and Supreme Court precedent that this statute apply to a RICO  
15 enterprise animated by an illicit common purpose comprised of an  
16 association-in-fact of government entities and human members when the  
17 latter exploits the former to carry out that purpose. Therefore, the courts  
18 ruling unlawfully converted the contractual obligation between the  
19 United States and Plaintiffs.  
20  
21  
22

23 **COUNT 2**  
24  
25

26 Complaint for Breach of Contract and Taking Without Just cause.  
27  
28

1  
2 **TAKING WITHOUT JUST COMPENSATION**

3  
4 62. Plaintiffs re-allege Paragraphs 1 through 61 as though fully restated.

5 63. The courts' unlawful conversion of the express and implied terms of the  
6 contract results in the unlawful taking of personal property lawfully  
7 conveyed under the terms of the contract with Plaintiffs.

8 64. To prove the existence of a due process property interest in a "benefit"  
9 created by statute, a plaintiff must have more than an abstract need or  
10 desire for it. He must have more than a unilateral expectation of it. He  
11 must, instead, have a legitimate claim of entitlement to it." Bd. of Regents  
12 of State Colleges v. Roth, 408 U.S. 564, 577 (1972).

13  
14 65. Plaintiffs had a due process property interest in the benefits as defined by  
15 Chapter 18 §1964(c).

- 16  
17 1. Plaintiffs allege an enterprise forbidden by §1962 stated,  
18 predicate acts sufficient for a jury decision and  
19 requirements for a filing under this statute.  
20  
21 2. The Federal Court did not contest this fact but dismissed  
22 the case on grounds of jurisdiction under the rubric of the  
23 FTCA. Again this is unlawful conversion of the explicit  
24

25  
26 Complaint for Breach of Contract and Taking Without Just cause.

1 and implied terms of the contract. As outlined above, there  
2 is absolutely, as the Supreme Court stated, no defined  
3 boundaries and **any** individual and **any** enterprise shows  
4 no exception and is to be applied broadly.  
5

6 3. The court never cited or stated any deficiency in the  
7 charges or allegations for this case under the RICO  
8 statute.  
9

10 4. The courts ruling effectively requires only the filing of  
11 form SF-95 and the statute of limitations on this statute  
12 leaves this case time to be brought again. <sup>4</sup>Form SF-95  
13 was timely filed on April 17<sup>th</sup> 2015.  
14

15 5. Moreover, “the court was under a duty, as is this court, to  
16 examine the complaint to determine if the allegations  
17 provided for relief on any possible theory. ”Bonner V.  
18 Circuit Court Court of St. louis, 526 F.2d 1331, 1334 (8<sup>th</sup>  
19 Cir. 1975)(quoting Bramlet v. Wilson, 495 F.2d 714,716  
20 (8<sup>th</sup> Cir. 1974). Thus when the court-entertained dismissal  
21 the court should have been obligated to apply the  
22 standards of White v. Bloom 621 F2d 276.

---

23 <sup>4</sup> When the required 6 months expires under the FTCA this case  
24 will again be filed in Federal Court.  
25

1  
2 6. This case should have proceeded against these individuals  
3 in their individual capacities and for injunctive relief  
4 against the FSA, NAD, and the USDA at minimum.

5 7. As a General Rule RICO is Not Preempted by Other  
6 Statutes. The issue whether other statutes pre-empt RICO  
7 charges has arisen in both civil and criminal RICO cases.  
8 This issue is addressed in OCRS' Civil RICO Manual (Oct.  
9 2007) at 272-82. Briefly, RICO was designed to augment  
10 existing civil and criminal remedies, and therefore, RICO,  
11 as a general rule is not pre-empted by other, even more  
12 specific statutes. *See id.* at 273-74, 276 and notes 289 and  
13 291.  
14

15 62. There is countless case precedent to support the facts 1. *See United States v.*

16 Angelilli, 660 F.2d 23, 31-33 (2d Cir. 1981) “ We view the language of 1961(4) as  
17 unambiguously encompassing governmental units, ... and the substance of RICO’S  
18 provisions demonstrate a clear congressional intent that RICO be interpreted to  
19 apply to the activities that **corrupt public or governmental entities.**”), cert .

20 denied, 455 U.S. 910 (1982); *See Edmund Boyle v. United States.* 2. The legislative  
21 language of RICO is to be liberally and broadly construed. *See United States v*  
22 Warner, 498 F.3d 666,694-97(7<sup>th</sup> Cir, 2007), 3. A principal and wholly proper use of  
23

24  
25  
26 Complaint for Breach of Contract and Taking Without Just cause.

1 RICO by the Government or “**Private Attorney Generals**” is to prosecute political  
2 corruption cases where the enterprise is usually defined as the governmental agency,  
3 political office, and the like. See G. Robert Blakey & Thomas Perry, *An Analysis of*  
4 *the Myths That Bolster Efforts to Rewrite RICO and the Various Proposals for*  
5 *Reform: “Mother of God is This the End of RICO?”* 43 VAND. L. REV. 851, 1020  
6 (1990). 4. In *United States v. Angelilli*, 660 F.2d 23, 31-33 (2d Cir. 1981)  
7 established precedent for RICO to be interpreted to apply to the activities that  
8 **corrupt public or governmental entities.**) This precedent Pre dates Title 18  
9 Chapter 96 §1964(c) last amendment in 1995. Had Congress wanted  
10 Government Agencies protected by immunity from charges in this statute  
11 they could have easily done so with the 1995 amendment. 5. Together the  
12 broad and plain language of the statute, the statement of includes and  
13 “any individual” and “any enterprise”. The countless interpretations by  
14 appellate courts as to applicability to corrupt public or governmental  
15 entities, the Supreme Courts consistent interpretation for broad  
16 interpretation, no boundaries, and the expressed congressional intent for  
17 its remedial purposes throughout history. 6. The finding that even the  
18 state of Illinois could be a RICO enterprise see *United States v Warner*, 498  
19 F.3d 666,694-97(7<sup>th</sup> Cir, 2007), The Seventh Circuit held that the State of Illinois  
20 was properly charged as the RICO enterprise that was the victim of corrupt office  
21  
22  
23  
24  
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26 Complaint for Breach of Contract and Taking Without Just cause.

1 holders' pattern of racketeering activity.

2  
3 65. These facts and more are significant precedent and overwhelming support for  
4 an implied waiver of sovereign immunity. But then when does immunity  
5 apply to a Federal Criminal operation in violation of the constitutional  
6 requirement of Due Process. A requirement derived from the Magna Carta  
7 of Great Britain, King John's thirteenth century promise to his noblemen  
8 that he would act only in accordance with law ("legality") and that all  
9 would receive the ordinary processes (procedures) of law.  
10

11 66. Breach of contract by conversion of terms in this instant claim unlawfully  
12 took from Plaintiffs the conveyed rights to treble damages, attorneys fees,  
13 court cost, and the intrinsic value, the threat of these damages has on the  
14 defendants.  
15

16 67. Breach of contract in this instant claim unlawfully took from Plaintiffs the  
17 opportunity to request the court exercise injunctive relief as provided by  
18 terms of Title 18 Chapter 96 §1964(a) "  
19

20 "The district courts of the United States shall have jurisdiction to  
21 prevent and restrain violations of [section 1962 of this chapter](#) by  
22 issuing appropriate orders, including, but not limited to: ordering  
23 any person to divest himself of any interest, direct or indirect, in any  
24 enterprise; imposing reasonable restrictions on the future activities  
25 or investments of any person, including, but not limited to,  
26 prohibiting any person from engaging in the same type of endeavor  
27 as the enterprise engaged in, the activities of which affect interstate  
28



1  
2 or foreign commerce; or ordering dissolution or reorganization of any  
enterprise, making due provision for the rights of innocent persons.”

3  
4 68. The courts ruling it lacked jurisdiction does both of these things with the  
5 simple requirement to file form SF-95 to evoke the FTCA. a. Form SF-95  
6 requires the statement of a sum certain and a commitment to settle any  
7 and all complaints for said sum. b. No offer of any relief in the form of  
8 putting an end to this unconstitutional racketeering enterprise. This is a  
9 straightforward conversion of the express and implied terms of agreement  
10 and a violation of the Fifth Amendment to the constitution a taking of  
property, contractually conveyed, for public use without just compensation.

11 69. Due process is above all else a requirement of fundamental fairness. The  
12 operation of a racketeer influenced corrupt organization (RICO) enterprise  
13 is in violation of Federal Law and not in accordance with the constitutional  
requirements of Due Process.

14 “no change in ancient procedure can be made which disregards those  
15 fundamental principles, to be ascertained from time to time by  
16 judicial action, which have relation to process of law and protect the  
17 citizen in his private right, and guard him against the arbitrary  
action of government. “ [Twining v. State 211 U.S. 78 Nov. 9, 1908](#)

18 70. Requiring evocation of the FTCA, and the denial of a single amendment to  
19 the complaint took Plaintiffs private rights with an arbitrary action of the  
20 Federal Judiciary - United State Government.

21 71. Criminal acts, criminal enterprises are not within the scope of duty for  
22 government officials nor are they an appropriate function of Government.

23 Title 18 Chapter 96 is a command to the citizens of this country, they will  
24

25  
26 Complaint for Breach of Contract and Taking Without Just cause.

1  
2 be held in violation of Federal law for operation of an enterprise as defined  
3 by §§1961-1968. Therefore, it is a fundamental matter of principle that  
4 violation of Title 18 Chapter 96 by employees participating and operating a  
5 RICO enterprise as defined by Title 18 Chapter 96 §§ 1961-1968, expressly  
6 to usurp the constitutional rights of individuals through a federal agency is  
7 a violation of Due Process. There is no justification to contend such an  
8 operation by an executive branch of the U.S. Government is lawful. In fact  
9 it's in direct violation of the constitutional requirement of Due Process, and  
10 consequently a violation by the U.S.D.A of the supreme law of the land.  
11  
12

13 72. Government sovereignty is not granted by the constitution and since Due  
14 Process is commanded not once but twice by the supreme law of the land it  
15 constitutes a legal obligation of government that government sovereignty  
16 cannot triumph over. Government is obligated to adhere to the supreme  
17 law of the land, the contract between the states, which grants its existence.  
18 For Government to triumph over due process with sovereignty is to allow  
19 government sovereignty over the true sovereign "We the People". An  
20 unconstitutional usurpation of power by Government officials acting as a  
21 separate corporate entity, with interests of their own, in competition with  
22 the people, but, the design of the constitution is that they not be allowed to  
23  
24  
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26 Complaint for Breach of Contract and Taking Without Just cause.

1 function that way, and that they have a duty not to do so but a contractual  
2 sworn duty to uphold the supreme law of the land.

3  
4 73. The Congressional Statement of Findings and Purpose underlying RICO explains that,  
5 among other things, RICO was designed to combat activities that weaken the stability  
6 of the Nation's economic system, harm innocent investors and competing  
7 organizations, interfere with free competition, seriously burden interstate and foreign  
8 commerce, threaten the domestic security, and undermine the general welfare of the  
9 Nation and its citizens . . . . All of which the USDA RICO does in blatant violation of  
10 the constitution.  
11

12 74. Pub. L. No. 91-452, 84 Stat., at 922, 923. Indeed, Congress created RICO to provide  
13 new and expanded criminal and civil remedies to vindicate the public's interest in  
14 combating racketeering activity and "to free the channels of commerce" from such  
15 unlawful conduct.  
16

17 75. There is only one supreme tribunal — it is the people themselves. Their  
18 sovereign will is expressed through the procedures set forth in the  
19 Constitution itself and Government must comply with Due Process.  
20 Government must operate legally within the law. Government and the  
21 Judiciary must comply with the will of the people and there legislative  
22 representatives who promulgated RICO into law with the expectation A  
23 principal and wholly proper use of RICO by the Government or "**Private Attorney**  
24

25  
26 Complaint for Breach of Contract and Taking Without Just cause.



1 both the Clayton and Rico acts – provision *for the recovery of treble*  
2 *damages, costs, and attorney’s fees and bringing to bear the pressure*  
3 *of “private attorneys general” The object of civil RICO is thus not*  
4 *merely to compensate victims but to turn them into prosecutors,*  
5 *“private attorneys general,” dedicated to eliminating racketeering*  
6 *and a further purpose of encouraging potential private plaintiffs*  
7 *diligently to investigate.*

8  
9 The true sovereign, we the people, are represented by congressional  
10 representatives the true lawgiver. By congressional act, Supreme Court  
11 precedent, appellate court consensus, and congressional consent, the suit  
12 alleged a violation of due process the supreme Law of the land by the USDA, a  
13 Government agency operating a criminal enterprise. When the true sovereign  
14 is wronged by breach of the federal governments constitutional obligation to  
15 operate legally and within the law and Congress has provided it’s express  
16 written intent to provide for a private cause of action, redress of a civil wrong  
17 by award of money damages. Congress has waived the Governments sovereign  
18 immunity for violating the constitutional obligations “Supreme Law of the  
19 Land” which granted the Governments existence and the contractual  
20 obligations of the officers, and executives responsible for its legal operation.

21 A demand the suit evoke the FTCA is a straightforward conversion of the  
22 express and implied intent of this Federal Law (offer) and its acceptance with  
23 the filing of a complaint under its terms. Additionally, it effectively  
24 constitutes a taking without just compensation for treble damages, attorney’s

25  
26 Complaint for Breach of Contract and Taking Without Just cause.

1 fees, court cost, and injunctive relief, and the right of a jury to decide not only  
2 guilt but, justice of the law itself.  
3

4 The Grant of a civil cause of action §1964(c) is a grant to redress a pattern of  
5 racketeering activity by “Any” individual participating in “Any” enterprise in  
6 a manner forbidden by §1962.  
7

8 The rule of law requires that no one be above the law, not even the king, that  
9 the law has been defined before a controversy exists, and that the rights of  
10 minorities are protected.

11 It is unconscionable to grant the United States immunity from suit for the  
12 operation of a criminal enterprise in violation of the Governments contractual  
13 obligation to operate legally within the law, and to usurp the explicit written  
14 offer in federal law with an explicit congressional intent to provide citizens a  
15 right to redress such corruption, tyranny, and oppression.  
16

17 WHEREFORE, the Plaintiffs pray for judgment against the United States for,  
18 and according to proof:  
19

- 20 1. Loss of damage award based on the original civil suit contract in excess  
21 of 42,000,000.00 for loss of:
    - 22 a. Treble Damages.
    - 23 b. Attorney’s fees.
- 24  
25

26 Complaint for Breach of Contract and Taking Without Just cause.

1  
2 c. Court cost.

- 3
- 4 2. Loss of the intrinsic value of a treble damage threat / award.
- 5 3. Loss of the constitutional right to a jury trial.
- 6 4. The serious loss of time and damages to discovery evidence by lengthy
- 7 delays in direct opposition to Supreme Court precedent.
- 8 5. Loss of the potential injunctive relief to eliminate this criminal
- 9 enterprise for significant public benefit.
- 10 6. Plaintiffs request the Court issue declaratory relief, as this Court
- 11 deems appropriate just.
- 12 7. Plaintiffs request the Court issue other relief, as this Court deems
- 13 appropriate and just.
- 14

15 Respectfully Submitted;

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22  
23  
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26 Complaint for Breach of Contract and Taking Without Just cause.