

First Judicial District – <i>an undefined jurisdiction</i> Division 8 100 Jefferson County Parkway Golden, Colorado 80401	▲ Court Use Only ▲
PEOPLE OF THE STATE OF COLORADO – <i>purported Plaintiff</i> v. STEVEN DOUGLAS GARTIN – <i>alleged Defendant</i>	Case Number: 04CR2541 Division 8 CourtRoom: 520
First Secured Party for Alleged Defendant in Propria Persona: Steve Douglas Gartin P.O. Box 70185 Albuquerque, NM 87197 Email: sheriffsteve@justice.com	
NOTICE OF IRREGULARITY OF ARRAIGNMENT	

STANDING AND CAPACITY

Steve Douglas Gartin is an Inhabitant of the California Republic living in New Mexico ~ a Child of the Everliving God, יהוה (YHVH), as well as *First Secured Party for the above captioned alleged “Defendant” Strawman Transmitting Utility, designated in this secret and undisclosed lawform as STEVEN DOUGLAS GARTIN, consistently spelled contrary to the Rules of English Grammar, in all capital letters*, ostensibly to invoke a foreign, un-defined jurisdiction.

Standing in Commercial legal fiction is legally established by official record: Colorado Secretary of State U.C.C. # **SDG9112000-SA**, as **First Secured Party** and **Attorney-in-Fact**.

First Secured Party is proceeding under duress, threat & protest in propria persona (pro-se) by the Doctrine of Necessity; under credible **threat** of assault and incarceration by heavily armed Police, under **duress** induced by an unbroken history of numerous forcible imprisonments based upon groundless and frivolous charges and **coercion** compelled by threat of economic damages and forcible imprisonment or death by Police due to the slanderous entries in the NCIC/CCIC database record by the Colorado State Attorney General’s Office and agents of the Federal Bureau of Investigation’s Joint Terrorism Task Force www.jointterrorismtaskforce.com .

DISCLAIMER

All appearance and interaction with Colorado’s First Judicial District are expressly, **not voluntary**, but compelled under threat, duress and coercion and in fear of death, imprisonment or economic reprisal. All correspondence with this undefined jurisdiction is purely and deliberately intended **NOT** to invoke any presumption of voluntary joinder with this or any other undefined jurisdiction. All unalienable Rights are maintained, protected and defended and all constitutional safe guards and Guarantees are relied upon.

JURISDICTION

Challenged, un-proven, seized by fiat, not defined. No appellate record has been made.

Standing is a jurisdictional prerequisite that requires a named plaintiff to bring suit only to protect a cognizable interest, and a plaintiff has standing if he or she has an injury in fact and that injury is to a legally protected interest. *Durbin v. Cheyenne Mountain Bank*, 98 P.3d 899 (Colo. App. 2004).

First Secured Party for the “*Defendant in legal Fiction*” has consistently Challenged Jurisdiction by Special Appearances for no other purpose than to challenge jurisdiction. Attorney-in-Fact made a Special Visit to the court of Tina Louise Olsen, *Esquire* for the express purpose of challenging jurisdiction.

Neither District Attorney Dennis Hall, *Esquire* nor Tina Louise Olsen, *Esquire* defined and confirmed jurisdiction, nor was there any arraignment.

Attorney-in-Fact made a Special Visit to the court of Judy Archuletta, *Esquire* for the express purpose of challenging jurisdiction. Neither District Attorney Dennis Hall, *Esquire* nor Judy Archuletta, *Esquire* defined and confirmed jurisdiction, nor was there any arraignment.

Attorney-in-Fact made a Special Visit to the court of Margie Enquist, *Esquire* for the express purpose of challenging jurisdiction. Neither District Attorney Dennis Hall, *Esquire* nor Margie Enquist, *Esquire* defined and confirmed jurisdiction. Margie Enquist, *Esquire* however did unlawfully seize jurisdiction without making any appellate record while District Attorney Dennis Hall, *Esquire* stood mute. Margie Enquist, *Esquire* proceeded sans jurisdiction to conduct a purported truncated "arraignment" wherein she refused to affirmatively state the jurisdiction of the court, the foundation of law wherein the court was moving, the contractual nexus or other basis for seizing jurisdiction nor would she define the cause or nature of the charges which the unauthorized prosecution had lodged in her jurisdictionally un-defined court.

Once jurisdiction is challenged, it must be proven. *Hagens v. Lavine*, 415 U.S. 533, note 3.

Mere good faith assertions of power and authority (jurisdiction) have been abolished. *Owens v. The City of Independence*,

"PRO SE" DEFINED

A class of People, relegated by members of the **British Accreditation Regency (B.A.R.)** to a position as second-class citizens without equal standing "at law," and a despised "class" of People often associated with "Patriots" and other natural born American Citizens who protect and defend the Supreme Law of the Land as inviolate or those who call upon the **Name** of the Creator, יהוה (YHVH) and stand upon the Abrahamic Covenant and the Ten Commandments of Exodus 21 as their Positive and Superior Law.

"**B.A.R.**" members, in general, and those members of the B.A.R. and its political subdivisions who participate in the "**CourtHouse Enterprise**" described in 18 U.S.C. 1961 et. Seq., in the **First Judicial District** exhibit a prima facie discriminatory animus and open hostility against "pro se" litigants and defendants; a fact that is well documented in this, and the various connected and included cases in this irregular, groundless and frivolous malicious, vindictive, retaliatory and selective prosecution.

IN PROPRIA PERSONA - Lat. "In one's own proper person" To represent one's self in court without assistance of an attorney.

The United States Supreme Court recently observed in its unanimous decision in *Kay v. Ehrler*, supra, 499 U.S. 432, that a lawmaking body may instead prefer to discourage attorneys from electing to appear in propria persona because such self-representation may often conflict with the general public and legislative policy favoring the effective and successful prosecution of meritorious claims. The high court observed that "Even a skilled lawyer who represents himself is at a disadvantage in contested litigation. Ethical considerations may make it inappropriate for him to appear as a witness. He is deprived of the judgment of an independent third party in framing the theory of the case, evaluating alternative methods of presenting the evidence, cross-examining hostile witnesses, formulating legal arguments, and in making sure that reason, rather than emotion, dictates the proper tactical response to unforeseen developments in the courtroom. The adage that 'a lawyer who represents himself has a fool for a client' is the product of years of experience by seasoned litigators." Id. at 437-438

In his own person. It is a rule in pleading that pleas to the jurisdiction of the court must be pleaded in propria persona, because, if pleaded by attorney, they admit the jurisdiction, as an attorney is an officer of the court, and he is presumed to plead after having obtained leave, which admits the jurisdiction.

An appearance may be in propria persona, and need not be by attorney.

FIRST SECURED PARTY – ATTORNEY-IN-FACT

The Revised Article 9 rules continue the long-established principle that a security interest in a security represented by a certificate can be perfected by a possessory pledge. The revised rules, however, do not require that all security interests in investment securities be implemented by procedures based on the conceptual structure of the common law pledge. Under the revised Article 9 rules, a security interest in securities can be created pursuant to Section 9-203 in the same fashion as a security interest in any other form of property, that is, by agreement between the debtor and secured party. There is no requirement of a "transfer," "delivery," or any similar action, physical or metaphysical, for the creation of an effective security interest. A security interest in securities is, of course, a form of property interest, but the only requirements for creation of this form of property interest are those set out in Section 9-203.

The perfection methods for security interests in investment securities are set out in Revised Section 9-115(4). The basic rule is that a security interest may be perfected by "control." The concept of control, defined in Section 8-106, plays an important role in both Article 8 and Article 9. In general, obtaining control means taking the steps necessary to place the lender in a position where it can have the collateral sold off without the further cooperation of the debtor. Thus, for certificated securities, a lender obtains control by taking possession of the certificate with any necessary indorsement. For securities held through a securities intermediary, the lender can obtain control in two ways. First, the lender obtains control if it becomes the entitlement holder; that is, has the securities positions transferred to an account in its own name. Second, the lender obtains control if the securities intermediary agrees to act on instructions from the **secured party** to dispose of the positions, even though the debtor remains the entitlement holder. Such an arrangement suffices to give the lender control even though the debtor retains the right to trade and exercise other ordinary rights of an entitlement holder.

Except where the debtor is itself a securities firm, filing of an ordinary Article 9 financing statement is also a permissible alternative method of perfection. However, filing with respect to investment property does not assure the lender the same protections as for other forms of collateral, since the priority rules provide that a **secured party** who obtains control has priority over a **secured party** who does not obtain control.

The details of the new rules on security interests, as applied both to the retail level and to arrangements for secured financing of securities dealers, are explained in the Official Comments to Section 9-115.

2. Scope of This Section. In a variety of situations, two or more people may claim a security interest in the same collateral. This section states general rules of priority among conflicting security interests. As subsection (f) provides, the general rules in subsections (a) through (e) are subject to the rule in subsection (g) governing perfected agricultural liens and to the other rules in this Part of this Article. Rules that override this section include those applicable to purchase-money security interests (Section 9-324) and those qualifying for special priority in particular types of collateral. See, e.g., Section 9-327 (deposit accounts); Section 9-328 (investment property); Section 9-329 (letter-of-credit rights); Section 9-330 (chattel paper and instruments); Section 9-334 (fixtures). In addition, the general rules of sections (a) through (e) are subject to priority rules governing security interests arising under Articles 2, 2A, 4, and 5.

3. General Rules. Subsection (a) contains three general rules. Subsection (a)(1) governs the priority of competing perfected security interests. Subsection (a)(2) governs the priority of competing security interests if one is perfected and the other is not. Subsection (a)(3) governs the priority of competing unperfected security interests. The rules may be regarded as adaptations of the idea, deeply rooted at common law, of a race of diligence among creditors. The first two rules are based on precedence in the time as of which the competing secured parties either filed their financing statements or obtained perfected security interests. Under subsection (a)(1), the **first secured party** who files or perfects has priority. Under subsection (a)(2), which is new, a perfected security interest has priority over an unperfected one. Under subsection (a)(3), if both security interests are unperfected, the first to attach has priority. Note that Section 9-709(b) may affect the application of subsection (a) to a filing that occurred before the effective date of this Article and which would be ineffective to perfect a security interest under former Article 9 but effective under this Article.

4. Competing Perfected Security Interests. When there is more than one perfected security interest, the security interests rank according to priority in time of filing or perfection. "Filing," of course, refers to the filing of an effective financing statement. "Perfection" refers to the acquisition of a perfected security interest, i.e., one that has attached and as to which any required perfection step has been taken. See Sections 9-308 and 9-309.

16-7-203. IRREGULARITY OF ARRAIGNMENT.

No irregularity in the arraignment which does not affect the substantial rights of the defendant shall affect the validity of any proceeding in the cause if the defendant pleads to the charge or proceeds to trial without objecting to the irregularity.

Arraignment procedures are designed primarily to protect the defendant. *Harrington v. District Court*, 192 Colo. 351, 559 P.2d 225 (1977).

The deliberate and knowing refusal of the courts and the prosecutor to make known the Cause and Nature of the frivolous, groundless and vexatious charges that have been brought by irregular process known in legal fiction as 04CR2541 has directly caused **First Secured Party** for the "Defendant" in legal fiction, personal and monetary damages in violation of the First, Fourth, Fifth, Sixth, Eighth, Ninth and Tenth Amendments to the Constitution for the united States, known in reality as the **Bill of Rights**.

Attorney-In-Fact, having been refused knowledge of the Cause and Nature of the alleged charges declined to enter any plea and notified Margie Enquist, Esquire that no plea could be entered without an affirmative statement of jurisdiction and the Cause and Nature of the charges alleged. **Attorney-in-Fact** openly stated that the only reason he had attended this secret and un-defined court was to challenge jurisdiction and that any and all "joinder" was under Threat, Duress and Coercion.

Wherefore, the Defendant, by and through "Attorney-in-Fact" by virtue of official Private Security Agreement on file with the Secretary of the State of Colorado, Steve Douglas, Gartin, Pro-Se hereby provides "statutory notice" of a lack of jurisdiction in the above captioned fictional matter and the attendant Constitutional Violations directly cause by this irregular vindictive, retaliatory, malicious and selective prosecution.

Timely tendered,

Wednesday, November 02, 2005

Steve Douglas Gartin – Pro-Se for the alleged "Defendant" in legal fiction – spelled in all capital letters
All Rights, inalienable, constitutional, statutory and Godly expressly reserved and preserved U.C.C. 207

CERTIFICATE OF SERVICE BY UNITED STATES POSTAL SERVICE

VIA DEPOSIT IN U.S. MAIL SYSTEM

I, Steve Douglas Gartin, oversigned, do hereby certify that a true and correct copy of the foregoing **Notice of Irregularity of Arraignment** was personally deposited in the "U.S. Mail" System on the Fifth day of the Tenth month in the Year of our Lord Two Thousand and Five, addressed to the following parties:

Court Clerk ~ Division 8
First Judicial District
100 Jefferson County Parkway
Golden, Colorado 80401

Chief Jefferson County Deputy District Attorney
Mark C. Pautler, *Esquire*
c/o District Attorney Scott Story, *Esquire*
Jefferson County District Attorney's Office
500 Jefferson County Parkway

Golden, Colorado 80401