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2
3 UNITED STATES DISTRICT COURT
4 DISTRICT OF NEVADA

5 * * *

6 RICHARD DALEY,

7 Plaintiff,

8 v.

9 CVS PHARMACY, INC.,

10 Defendant.
11

Case No. 2:16-cv-02693-JCM-CWH

ORDER

12 This matter is before the court regarding documents dated July 19, 2018, and August 6,
13 2018, that plaintiff Richard Daley mailed to the court. The documents are attached to this order
14 for the public record. The documents appear to be identical except for the dates and signature
15 blocks. The documents contain an affidavit requesting that the court adjudicate this case in favor
16 of Mr. Daley.

17 Under the court's local rules, "[a]ll communications with the court must be styled as a
18 motion, stipulation, or notice, and must be filed in the court's docket and served on all other
19 attorneys and pro se parties." LR IA 7-1(b). These documents were not filed with the court and
20 do not contain a certificate of service indicating they were served on defendant. The court
21 therefore will not take any action with respect to these documents.

22 IT IS SO ORDERED.

23
24 DATED: August 20, 2018

25
26 
27 C.W. HOFFMAN, JR.
28 UNITED STATES MAGISTRATE JUDGE

Richard Daley Et al,
On behalf of
RICHARD DALEY Et al
3273 East Flamingo Road #208
Las Vegas, Nevada 89121
(702) 460-9192

19 July 2018

C.W. Hoffman Jr. United States Magistrate Judge
333 SOUTH LAS VEGAS BLVD.
LAS VEGAS, NEVADA 89101

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MANDATORY JUDICIAL NOTICE TO CORRECT ERROR

AFFIDAVIT

- 1) After having been duly sworn I, Richard Daley (as defined by Nevada Revised Statute 0.039), communicating on behalf of my Massachusetts corporation RICHARD DALEY (as defined by Nevada Revised Statute 205.4611), in my correct public capacity as beneficiary to the Original Jurisdiction, being of majority age, competent to testify, a self-realized and free sentient man upon the land, my yes be yes, my no be no, do state that the truths and facts herein are of firsthand personal knowledge and that they are true, correct, complete, not just true and correct, certain and not misleading.
- 2) Comes now Richard Daley Et al, in his individual capacity on behalf of his Massachusetts corporation RICHARD DALEY Et al, who decrees that this honorable court must correct the previous error and adjudicate Case Number 2:16-cv-02693-JCM-CWH in favor of the Plaintiff RICHARD DALEY Et al and sanction CVS Et al for damages in the amount of

\$5,000,000.00 (FIVE MILLION DOLLARS) U.S.D. and award RICHARD DALEY Et al such monies as damages. I have a Claim for which relief and remedy may be granted.

- 3) I realized that I made an error in not exhausting remedy in accordance with Title 28 U.S.C. § 2254 (b)(1)(A) and Vasquez v. Hillery, 474 U.S. 254 (1986) in the notification of mandatory judicial notice. I intend to correct that so a Bivens Tort may possibly follow.
- 4) This is a self-executing contract. Notice to the principal is notice to the agent, notice to the agent is notice to the principal. You are hereby bound to inform all of your superiors and subordinates involved in this matter so long as such communication does not constitute an ex-parte communication because this is an ongoing case. If there is something you do not understand clearly, it is incumbent upon you to summon a superior officer, special prosecutor, federal judge or other competent legal counsel to immediately explain the significance of this instrument as per your duties and obligations in respect to this private formal instrument. You have 10, (TEN) days from the receipt of this MANDATORY JUDICIAL NOTICE TO CORRECT ERROR to respond on a point by point basis, via sworn Affidavit, under full commercial liability, signing under penalty of perjury that the facts contained therein are true, correct, complete and not misleading. Mere declarations are an insufficient response and a complete nullity. If an extension of time is needed to properly answer, please request such in writing. Failure to respond will be deemed Nihil Dicit Tacit Acquiescence and constitutes agreement with the facts stated within the attached AFFIDAVIT and as an acceptance of liability. Traitors, Protestants, Liberals and Heretics take heed for I oppose your causes.
- 5) I decree that any claim of immunity which the government agents could possibly make is a fraud, because if valid, it would prevent removal from office for crimes against the people, which removal is authorized or even mandated under the U.S. Constitution Article 2, Section 4, as well as 18 U.S.C. 241, 242, 42 U.S.C. 1983, 1985, 1986 and other state constitutions.
- 6) I object to your ORDER dismissing Case Number 2:16-cv-02693-JCM-CWH AS BEING VOID for the following reasons:
- 7) I am in the correct venue and this Court does have jurisdiction because agents of CVS Et al violated Federal Law against Employment Retaliation under Title 5 USC 2302, ADEA 11.3 and EEOC Federally Protected Activities, Age Discrimination under Title 29 USC 14, Fraud under 18 USC 47 and The Americans With Disabilities Act of 1990 as well as the Uniform Commercial Code Article 2 Section 2206 Offer and Acceptance in the formation of a contract under The Uniform Commercial Code 2-206.
- 8) I do not accept your offer of enforced arbitration because such is not included in the Constitution for the United States of America and it is not included in the Constitution for the State of Nevada. I therefore decree such is unconstitutional and a void judgment. I

also reject such offer because CVS Et al had multiple times to enforce such arbitration and failed to do so allowing a new contract to be formed when an Estoppel was established and Laches set in. Agents of CVS Et al could have enforced arbitration before they fired me or upon my firing, when I sent them each of the 3 letters of demand and upon notification by the EEOC that legal action may be pending. They failed to do so and lost all rights to enforce such arbitration.

- 9) I do not accept your offer of dismissal because such is in violation of *United States v. Kis* 658 F2d, 526, 536-337 (7th Cir 1981), which decided 'Non Rebutted Affidavits are Prima Facie Evidence in the Case'. That decision was based on a Maxim of Law, 'In law none is credited unless he is sworn.' (Cro. Car. 64. In judicio non creditur nisi juratis).
- 10) I do not accept your offer of dismissal because such is in violation of *Group v Finletter*, 108 F. Supp. 327 (1952) which decided 'allegations in affidavit in support of motion must be considered as true in absence of counter-affidavit'. While *Finletter* deals with the Defendant being the only one entering Affidavits, in this case, *RICHARD DALEY Et al*, the Plaintiff, is the only one who has been willing and able to place a sworn affidavit affirming the herein disclosed facts under penalties of perjury, into the record of this case and as such, in absence of sworn counter-affidavit signed under the penalties of perjury regarding these same facts, laws, case laws and evidence, Plaintiff should be the only prevailing party.
- 11) I do not accept your offer of dismissal because such is in violation of *Morris v National Cash Register*, 44 S.W. 2d 433, the holding clearly states that 'uncontested allegations in affidavit must be accepted as true'.
- 12) CVS Et al, has not rebutted any of my affidavits and not provided a sworn counter-affidavit, signed under the penalties of perjury regarding the facts, laws, case laws and evidence which means they may not be heard.
- 13) As for the issue of substitution of attorney, CVS Et al or agents of *LITTLER MENDELSON Et al* could have provided a certified copy of such file stamped by the Clerk of the Court when I filed my Motion for Default Judgment or my Appeal to the 9th Circuit Court of Appeals and did not provide such, which is sufficient evidence that no such paperwork exists. The Federal Rules of Civil Procedure make it mandatory, according to Rule 24. 'Intervention (a) INTERVENTION OF RIGHT. On timely motion, the court must permit anyone to intervene who:
 - (1) is given an unconditional right to intervene by a federal statute; or
 - (2) claims an interest relating to the property or transaction that is the subject of the action, and is so situated that disposing of the action may as a practical matter impair or impede the movant's ability to protect its interest, unless existing parties adequately represent that interest.
- 14) I also realized that I may have made additional errors unbeknownst to me. If they were procedural, such as me not ordering the judiciary to enter all paperwork including but not limited to Affidavits and Motions, into evidence, then I hereby order such be done. If it

was procedural such as me not filing my paperwork as a claim for damages, then I hereby order such be done because such deficiencies should have been corrected by the Judge handling the case in accordance with *Platsky v. C.I.A.* United States Court of Appeals, Second Circuit Nov 24, 1991 953 F.2d 26 (2d Cir. 1991) because I am a pro se litigant and because I am not held to the same stringent standards as a B.A.R. Attorney in accordance with *Kay -vs.- Ehrler*, 499 U.S. 432. Also the form I used was represented as sufficient to proceed by the United States District Court for the District of Nevada by providing such on their website. Again, if that was an incorrect form, the Judge should have corrected my error and had me replead.

- 15) A Judge is supposed to liberally construe the Constitution for the United States of America in my favor, because I am the specifically designated and clearly established beneficiary of that Constitution in accordance with American Jurisprudence Constitutional Section 97 and *Byars v. United States*, 273 U.S. 28 (1927).
- 16) The Court is to protect against the encroachment of unconstitutionality of a secured liberty. It may be that it is an obnoxious thing in its mildest form; but illegitimate and unconstitutional practices get their first footing in that way; namely, by silent approaches and slight deviations from legal modes of procedure. This can only be obviated by adhering to the rule that constitutional provisions for the security of persons and property should be liberally construed. It is the duty of the Courts to be watchful for the Constitutional Rights of the Citizens, and against any stealthy encroachments thereon, in accordance with *Boyd v. United States* 116 US 616 (1886).
- 17) It's important that you understand that there was an offer: the government officers offered to govern. There was a consideration; the citizens considered how they were to be governed, and government officers promised that they would govern by constitution and there was an agreement. The citizens agreed that if government officers promised that there would be government by constitution they would allow the constitution into force. When government officers signed the document, (their oath of office), they signed as officers of the government agreeing to support, protect and defend the Constitution and Government of the United States, and the Constitution and government of the State of Nevada, against all enemies, whether domestic or foreign, and that they will bear true faith, allegiance and loyalty to the same, any ordinance, resolution or law of any state notwithstanding, and that they will well and faithfully perform all the duties of the office they hold or which they are about to enter; (if an oath) so help me God; (if an affirmation) under the pains and penalties of perjury. All officers signed their oath of office, simultaneously as officers and representatives of the people in the Republican form of government. When they signed that document that constituted an iron-clad contract in writing enforceable in a court of law, pursuant to the statute of frauds.
- 18) I accept your oath of office (making the oath a contract). I bind you to your oath of office (making the oath a binding contract). I offer you my honor and accept yours in this dealing. (this is the consideration of contract). I remind you of your fiduciary duty (notice of required performance of contract). I extend my sovereign immunity while you carry out my orders. (indemnity of the person while taking the action).

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