

## Redress of Grievances & List of Damages

The Following Pages List The Plaintiffs'  
*Redress of Grievances*  
(List of Reasonable Demands)

**The First Amendment Establishes:**

“Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or **the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.**”<sup>1</sup>

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<sup>1</sup> **Bill of Rights transcript on the National Archives website:**  
[http://www.archives.gov/exhibits/charters/bill\\_of\\_rights\\_transcript.html](http://www.archives.gov/exhibits/charters/bill_of_rights_transcript.html)

## What Does *The Last Line of The First Amendment Mean?*

### Definition of **REDRESS**:

“The receiving satisfaction for an injury sustained.”<sup>2</sup>

### Definition of **SATISFACTION**:

“The act of satisfying a party by paying what is due to him. (as on a mortgage, lieu, or contract,) or what is awarded to him, by the judgment of a court or otherwise. Thus, a judgment is satisfied by the payment of the amount due to the party who has recovered such judgment, or by his levying the amount. See *Miller v. Beck*, 108 Iowa. 575. 79 N. W. 341; *Rivers v. Blom*, 103 Mo. 442, 03 S. W. 812; *Mazyck v. Coil*, 3 Bich. Law (S. C.) 230; *Green v. Green*, 49 Ind. 423; *Bryant v. Fairfield*, 51 Me. 152; *Armour Bros. Banking Co. v. Addington*, 1 Ind. T. 304, 37 S. W. 100. In practice. **An entry made oil the record, by which a party in whose favor a judgment was rendered declares that he has been satisfied and paid. In equity. The doctrine of satisfaction in equity is somewhat analogous to performance in equity, but differs from it in this respect: that satisfaction is always something given either in whole or in part as a substitute or equivalent for something else, and not (as in performance) something that may be construed as the identical thing covenanted to be done.** *Brown*.<sup>3</sup>

### Definition of **GRIEVANCE?**

**1. In Law, this is (1) a complaint due to injury, injustice, or wrong. (2) The injustice itself. 2. In HR, this is a specific complaint. It is a formal employee notice of dissatisfaction. Pay, expectations, work conditions, other employment aspects, or an alleged violation of a collective bargaining agreement are all examples of subjects for a grievance.**<sup>4</sup>

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2 “Black's Law Dictionary”, 2<sup>nd</sup> Edition on REDRESS: <http://thelawdictionary.org/redress/>

3 “Black's Law Dictionary”, 2<sup>nd</sup> Edition on SATISFACTION: <http://thelawdictionary.org/satisfaction/>

4 “Black's Law Dictionary”, 2<sup>nd</sup> Edition on GRIEVANCE: <http://thelawdictionary.org/grievance/>

**WHEREAS** on the “INMATE COPY” of the “KERN COUNTY SHERIFF'S DEPARTMENT NOTICE TO APPEAR” contracts (*pages 204 & 205*) that **Mr. Byrd & Ms. Wilson were coerced to sign as a stipulation for their release from imprisonment, both state that Mr. Byrd and Ms. Wilson's “RESIDENT ADDRESS” is “TRANSIENT”,** **WHEREAS** Mr. Byrd and Ms. Wilson's residences at the time were in fact at 2232 Commercial Ave. in Lake Isabella (*pages* ), and **WHEREAS** **Mr. Byrd and Ms. Wilson were under undue stress & anxiety, & were feeling disoriented at approximately 2 a.m. as a direct result of being coerced to “sign for their release after being imprisoned for approximately 12 hours following traumatic events described from pages 184-199”, and** **WHEREAS** both Mr. Byrd and Ms. Wilson would have brought it to the attention of the guards that the “RESIDENT ADDRESS” section was deceptive, offensive, and incorrect, however the flaw wasn't noticed by the couple due to aforementioned reasons, **WHEREAS** **evidence indicates that the contracts were to be used in order to get the couple “to sign into EQUITY” a false confession that they were indeed “TRANSIENT” & thus “TRESPASSING” so that THE COUNTY OF KERN could try to convince the courts that the couple was indeed TRESPASSING, of which they were not (see pages 231-243):**

### **Be It Hereby Recognized:**

**Both Mr. Byrd and Ms. Wilson hereby Declare a RESCISSION OF CONTRACT from upon the deceptive contracts on pages 204 & 205 which they were COERCED to sign as a STIPULATION upon their releases from imprisonment.**

### **Definition of COERCION:**

“Compulsion; force; duress. It may be either actual, (direct or positive.) where physical force is put upon a man to compel him to do an act against his will, or implied, (legal or constructive.) where the relation of the parties is such that one is under subjection to the other, and is thereby constrained to do what his free will would refuse. State v. Darlington, 153 Ind. 1, 53 N. E. 025; Cliappell v. Trent, 00 Va. S49, 19 S. E. 314; Radicli v. Ilutohins, 95 U. S. 213, 24 L. Ed. 409; Peyser v. New York, 70 N. Y. 497. 20 Am. Rep. G24; State v. Boyle, 13 R. I. 53S.”<sup>5</sup>

<sup>5</sup> Black's Law Dictionary, 2<sup>nd</sup> Edition online, on COERCION: <http://thelawdictionary.org/coercion/>

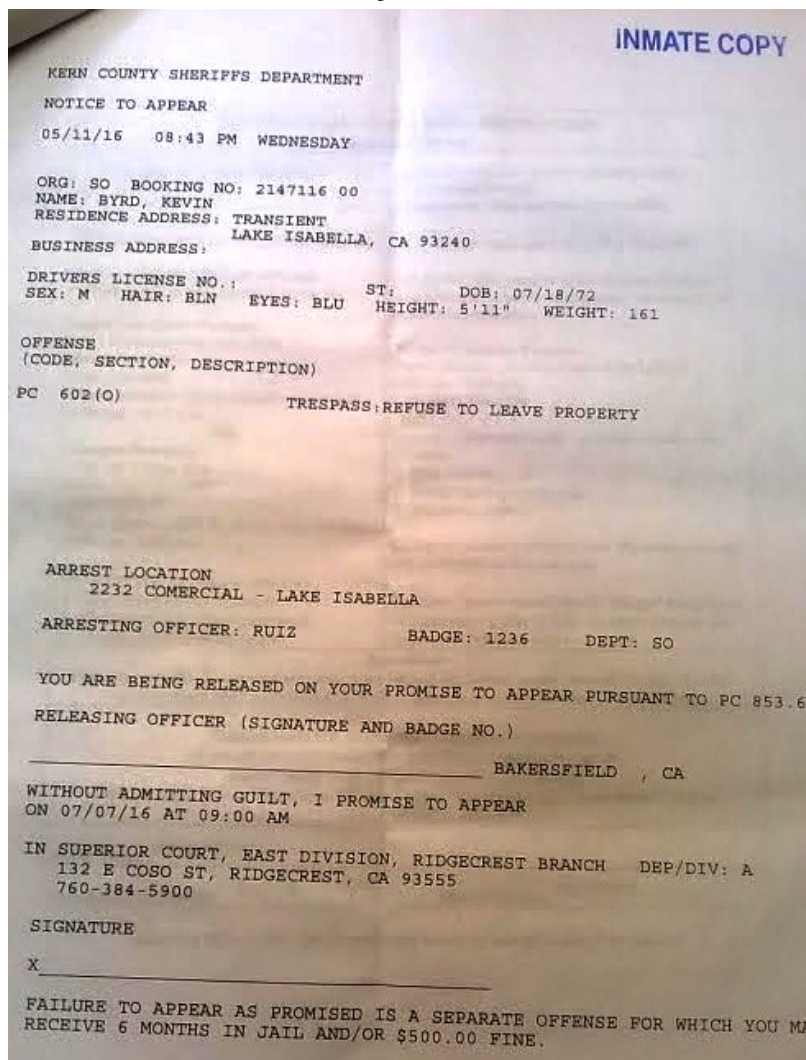
Redress of Grievances & List of Damages

**Definition of TRANSIENT:**

**“In poor-laws. A "transient person" is not exactly a person on a journey from one known place to another, but rather a wanderer ever on the tramp. Middlebury v. Waltham, 6 Vt. 203; Londonderry v. Landgrove, 66 Vt. 264, 29 Atl. 256. In Spanish law. A "transient foreigner" is one who visits the country, without the TRANSIRE 1168 TRAUMA intention of remaining. Yates v. Iams, 10 Tex. 170.”<sup>6</sup>**

**Definition of RESCISSION OF CONTRACT:**

**“1. The intention to void a voidable contract & release both parties from any obligations. 2. The unmaking of a contract by a court that deems it to be unfair & unjust.”<sup>7</sup>**



6 Black's Law Dictionary, 2<sup>nd</sup> Edition *online*, on TRANSIENT: <http://thelawdictionary.org/transient/>

7 Black's Law Dictionary, 2<sup>nd</sup> Edition *online*, on RESCISSION OF CONTRACT: <http://thelawdictionary.org/rescission-of-contract/>

***A Citizen's Arrest (see page 1) on: Mr. Hector Ruiz, Mr. Leonard Shin, Mr. Joe Garcia, & every other Officer &/or Deputy, under any title, including the man who performed the role of a housing health inspector, who was at 2232 Commercial Ave. on 5-11-2016 for the charges mentioned throughout this Affidavit:***

**\* United States Code Title 18 Deprivation of Rights Under Color of Law**

**\* U.S. Code Title 42 Conspiracy to Interfere with Civil Rights**

**\* U.S.C. Action for Neglect to Prevent**

**\* California State Penal Codes 141(b) (page 258) & 146(a) (b)(c) (page 254)**

***For the purpose of obtaining Due Process of Law (5<sup>th</sup> Amendment- page 261) in order to ascertain the following information in order so that judgment can be determined:***

- ***Were Officers educated on how to respond to civilians who are in the process of perfecting an adverse possession claims?***
- ***Is there protocol in place designed to ensure civilians who following CODE OF CIVIL PROCEDURE sections 315-330 are provided “equal protection of the laws” (14<sup>th</sup> Amendment- pages 245-246 & 259-260), & thus made safe in their persons, privacy, & property?***
  1. ***If so, why didn't the men follow protocol?***
  2. ***If not, then when Plaintiffs told Officers they were in the process of perfecting an adverse possession claim, did Officers perform any research in order to ensure the safety & “equal protection of the laws” to Mr. Byrd, Ms. Wilson, & Ms. Smith- and- in such situation where officers are unfamiliar with that section of the law- why didn't Mr. Hector Ruiz seek a search warrant from a judge?***

## The Plaintiffs Are Seeking:

**Camcorders On Public Officials *and At Office Desks* for the purpose of protecting civilians against Color of Law crimes:**

The Plaintiffs are requesting to **charter a program which equips officers (etc.) with *livestreaming video camcorders*** which must remain on during the operation of their duties; footage should be made publicly-accessible for First Amendment purposes, & ***especially to ensure victims of Civil Rights violations by Officers may have access to vital footage which could be used to prove their case, & also to protect officers from false & damaging claims.***



“In an article announcing the new Journal of Quantitative Criminology article, Cambridge University said the experiment “showed that evidence capture is just one output of body-worn video, & the technology is perhaps most effective at actually preventing escalation during police-public interactions: whether abusive behavior toward police or unnecessary use-of-force by police.’

**During the 12-month Rialto experiment, use-of-force by officers wearing cameras fell by 59 percent & complaints against officers dropped by 87 percent compared to the previous year’s totals, the article states.”<sup>8</sup>**

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8 **From *Police Foundation*:** <http://www.policefoundation.org/body-worn-camera-study-by-executive-fellow-chief-tony-farrar-is-published-in-scientific-journal/>

## **The Plaintiffs Are Seeking:**

**Protocol & training for Officers & Employees which respects the rights of NATURAL PERSONS who were adhering to the CODE OF CIVIL PROCEDURE sections 315-320 (“adverse possession”) so that their rights are upheld & protected to ensure “equal protection of the laws”.**

### **Definition of NATURAL PERSON:**

**“A human being, naturally born, versus a legally generated juridical person.”<sup>9</sup>**

### **Definition of JURIDICAL PERSON:**

**“Entity, as a firm, that is not a single natural person, as a human being, authorized by law with duties and rights, recognized as a legal authority having a distinct identity, a legal personality. Also known as artificial person, juridical entity, juristic person, or legal person. Also refer to body corporate.”<sup>10</sup>**

## **A Public Letter Of Apology From The County of Kern:**

**WHEREAS** according to the front page of the KERN COUNTY SHERIFF'S OFFICE website:

**“The Kern County Sheriff's Office is committed to work in partnership with our community to enhance the safety, security, and quality of life for the residents and visitors of Kern County through professional public safety services.”<sup>11</sup>:**

**Plaintiffs are requesting a *public letter of apology* from the Kern Sheriffs Department & any others responsible for this incident in order to establish clear legal precedent in this matter.**

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<sup>9</sup> Black's Law Dictionary, 2<sup>nd</sup> Edition *online* on NATURAL PERSON: <http://thelawdictionary.org/natural-person/>

<sup>10</sup> Black's Law Dictionary on JURIDICAL-PERSON: <http://thelawdictionary.org/juridical-person/>

<sup>11</sup> KERN COUNTY SHERIFF'S OFFICE *website- “About”*: <http://www.kernsheriff.com/Pages/default.aspx>



## **The Plaintiffs Are Seeking:**

### **Restitution** for the following **List of Damages:**

#### **Definition of RESTITUTION:**

1) **returning to the proper owner** property or the **monetary value of loss**.

Sometimes restitution is made part of a judgment in negligence and/or contracts cases. 2) in criminal cases, one of the penalties imposed is requiring return of stolen goods to the victim or payment to the victim for harm caused.

Restitution may be a condition of granting a defendant probation or giving him/her a shorter sentence than normal.<sup>12</sup>

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<sup>12</sup> *Legal Dictionary on Restitution:* <http://dictionary.law.com/Default.aspx?selected=1831>

**Purchased from Local Thrift Store:**

- **“May Your Blessings” blanket & Horse Blanket (pages 38-41) \$40**
- **2 red lamps & one white lamp (page 96) \$60**

**Purchased, have receipts for (many lost when couple was illegally ousted), & many gifted from neighborhood community members “for the cause” or traded through labor:**

- **One paper cutter (page 96 & 116)- purchased for ~\$60**
- **Chair, tabletop, 2-drawer chest of drawers, coffee table, jar of kombucha & SCOPY, blanket, area rug, iron (page 96) gifts & purchases ~\$240**
- **1 bench & 1 nightstand (page 98, top photo) ~\$60**
- **1 32” television & 1 full size bed (page 98, bottom photo) (television from Adam & Renee Forker, bed from neighbors “Ginger & Angela”: 661-472-2776) ~\$400**
- **1 ladder, 3 shovels, 2 rakes, 1 ax, 1 hoe, 1 decorated chair (page 99, bottom photo) ~\$400**
- **1 air conditioner (page 100) ~\$100**
- **1 glass table, 1 outdoor chair, 2 hanging planters (page 104, bottom photo) (glass table & outdoor chair from neighbor Mark 760-379-2838, hanging planters from Renee & Adam Forker) ~\$250**
- **1 new refrigerator, 1 table (page 105, top photo) (refrigerator from community members Jennifer Colley & Raymond L'hareaux 760-549-3251, table from curbside) ~\$500**
- **1 solar shower, 2 pairs of rollerblades, 2 pairs of shoes, several bath & beauty products, 1 nightstand, 1 umbrella, 1 large shelf (page 106) ~\$400**
- **1 bench, several dishes, 1 large plastic tub, 1 hose, several drip hoses (page 107) ~\$120**
- **2 entertainment centers, green area rug (from Mark, page 108) ~\$600**
- **1 solar panel (from Heather, page 108) ~\$300**
- **1 king size bed w/ wooden headboard, 5 decorative blankets, 3 shelves, 2 decorated nightstands, 1 green lazy boy chair, 1 electric wok, 1 metal shelving, 1 painting, 1 mirror, 1 hanging bar: (page 110) ~\$1500**
- **1 tapestry, 1 5-bulb hanging light (page 111, top photo) ~\$100**
- **1 hand-crafted workbench, 1 large wooden set of shelves, 1 plastic shelf, 2 wooden wall shelves 1 grain mill, ~50 select quality UV protectant & variety jars, lamp oil (page 110, bottom photo) ~\$800**

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- **2 outdoor cooking pots, 1 vintage tea kettle, 3 chest of drawers, 1 cooking stove, 1 First Need water purifier (hanging in blue bag about chest of drawers), in food (page 112) ~\$400**
- **1 office desk, 2 recliners (page 113) ~\$600**
- **1 entertainment center (page 113, bottom photo- separate from other two) (3 total- 2 from neighbor Mark, one from Renee & Adam Forker) ~\$400**
- **9 ethnobotany & traditional wilderness survival skills books (page 114) ~\$240**
- **2 quality prints, 1 original painting by CM SCOTT (pages 114 & 115) ~\$1700**
- **1 wheatgrass juicer, 3 Samsung CLP-365W printers, 1 Gifts from the Heart by ANGELIKA (page 117) ~\$820**
- **1 hand-crafted bamboo Cucumber Teepee (page 120) ~\$200**
- **3 square planters (page 136) ~\$60**
- **1 8-foot wood & glass taxidermy case converted into a greenhouse (pages 136-140) (from neighbors Renee & Adam Forker) ~\$600**
- **2 quality decorative terracotta planters (page 148) ~\$60**
- **10 1-foot-tall plastic planters (page 149-150) ~\$20**
- **1 wooden chair, 1 large wooden cable spool, 8 round planters, 5 raised beds, 3 truckloads of mulch, 10 bags of soil/soil conditioner. Brick liners along sidewalk (page 153) ~\$1300**
- **1 Epsom printer (shown on far end of desk on page 98) ~\$200**
- **1 Sprinkler & 1 Hose Splitter (page 160) ~\$40**

**Total = \$12,570**

## Some Receipts:

- **3 Samsung CLP-365W printers** (pages 72, 97, 100, 114, & 118) ~**\$450**

Hello Kevin Byrd,

This email confirms that you have paid CPT EAST INC. ([gstchoi@hotmail.com](mailto:gstchoi@hotmail.com)) \$148.48 USD using PayPal.

This credit card transaction will appear on your bill as "PAYPAL \*CPTEASTINC".

Now that you've completed your payment, sign up for a free PayPal account by clicking Sign Up Now below. You'll be able to check out faster next time and track your payment history for all of the items you purchase on eBay.

### Sign Up for a Free PayPal Account

- ✓ 100% protection for buyers against unauthorized account use
- ✓ Your financial information is never shared when you send a payment
- ✓ Free for buyers

[Sign Up Now!](#)

### Payment Details

Purchased From: CPT EAST INC.  
Receipt ID: 1176-4387-1460-6868

Item #	Item Title	Quantity	Price	Subtotal
262053086481	<a href="#">Samsung CLP-365W Standard Laser Printer</a>	1	\$110.00 USD	\$110.00 USD

Shipping & Handling: \$29.95 USD  
(includes any seller handling fees)  
Shipping Insurance (not offered): --  
Sales Tax : \$8.53 USD

Total: \$148.48 USD

This charge will appear on your credit card statement as "PAYPAL \*CPTEASTINC".

Payment sent to [gstchoi@hotmail.com](mailto:gstchoi@hotmail.com)

Redress of Grievances & List of Damages

The following are *copies of some receipts* from ACE Hardware in Lake Isabella aka “L & M LUMBER”: Phone: (760) 379-4631

These receipts are in connection to *some* improvements on the property that were performed. There were *many more items purchased from L & M Lumber* for use in *improvements made*, however most of them were displaced when the couple was illegally ousted from their home & then threatened against the return home. This receipt is for ~\$120:

WARNING: THIS DOCUMENT CONTAINS HEAT SENSITIVE INK, AND SHOULD PRINT AT 110°F OR LOWER TO PREVENT BLEED THROUGH.



THE HELPING HAND



Shipping Address: 4700 LAKE ISABELLA BLVD, LAKE ISABELLA, CA 93240, Phone: (760) 379-4631, Toll Free: 1-877-458-6237

Mailing Address: P.O. Box 886, LAKE ISABELLA, CA 93240, Phone: (760) 379-4631, Toll Free: 1-877-458-6237

ACE THE HELPFUL PLACE  
ACE HARDWARE

SOLD TO: DISTANCE WILSON  
415-798-7457

SHIP TO: DISTANCE WILSON  
2232 COMMERCIAL AVE  
LAKE ISABELLA, CA 93240-9658

CUST NO: 7439  
TERMS: NET 10%

REFERENCE:  
JOB NO: 000

DATE: 4/2/16  
CLERK: SHYLA  
SALESPERSON: 31 - SHYLA  
KERN COUNTY TAX

REWARD NO: 1536632893

**INVOICE: C70778**

LINE	QTY	UM	SKU	DESCRIPTION	UNITS	SUGG	PRICE/	PER	EXTENSION
1	1	EA	1260066	GRN PURE TURPENTINE QT	1		9.49	/EA	9.49
2	1	EA	19747	GLUE TITEBOND 2.4 OZ	1		4.59	/EA	4.59
3	1	EA	72544	NOZZLE GUN METAL LARGE	1		7.99	/EA	7.99
4	1	EA	11695	ACRYLIC SHEET 48X96X.100"	1		89.99	/EA	89.99

REPRINT

\*\* PAID IN FULL \*\*

TOT WT: 0.00

120.46

TAXABLE 112.08  
NON-TAXABLE 0.00  
SUBTOTAL 112.08

TAX AMOUNT 8.40

**TOTAL 120.46**



MID: 372055898899

BANKCARD PAYMENT  
BKCRD# XXXXXXXXXXXX1387

APP: 103419

120.46

*Kern Bysal*  
Received By

TERMS: CASH. INTEREST WILL BE CHARGED ON ALL PAST DUE ACCOUNTS. ALL SALES FINAL. NO REFUNDS GIVEN ON DISCOUNTED MERCHANDISE. ALL RETURNED MERCHANDISE SUBJECT TO RESTOCKING CHARGE.

No property tags

Intoxication

<http://11.25.64.226/arietisuat/PCDJA/DecPrint.aspx?pcd=55292>

5/11/20

Redress of Grievances & List of Damages

This receipt is for ~\$25:

**ACE** **LUMBERING**

Shipping Address: 4700 LAKE ISABELLA BLVD LAKE ISABELLA, CA 92549 Phone: (760) 579-4825 Fax: (760) 579-4822

Mailing Address: P.O. Box 898 LAKE ISABELLA, CA 92549 Phone: (760) 579-4821 Fax: (760) 579-4822

PAGE NO 1

ACE THE HELPFUL PLACE  
ACE HARDWARE

SOLD TO: DISTANCE WILSON  
415-798-7457

SHIP TO: DISTANCE WILSON  
2232 COMMERCIAL AVE  
LAKE ISABELLA CA 92240-9658

DATE: 3/2/15 TIME: 4:34  
Clerk: SUZANNE TERMINAL: 557  
SALESPERSON: 51 SUZANNE  
KERN COUNTY TAX

REFUND NO: 1508632893

INVOICE: X58408

LINE	QTY	UM	SKU	DESCRIPTION	UNITS	SUGG	PRICE	PER	EXTENSION
1	2	EA	22120	C-CLAMP 2-1/2"x2-1/2"ADJ	2		6.99	/EA	13.98
2	2	EA	5296928	HINGE RES SQ 3"BB	2		4.49	/EA	8.98

REPRINT

\*\* PAID IN FULL \*\*

24.68

TAXABLE 22.96  
NON-TAXABLE 0.00  
SUBTOTAL 22.96

TAX AMOUNT 1.72

**TOTAL 24.68**

BANKCARD PAYMENT  
BKCRD# XXXXXXXXXXXXXXX1387

TOT WT: 0.00

APP: 104838

372055898889

Received By

TERMS: CASH. INTEREST WILL BE CHARGED ON ALL PAST DUE ACCOUNTS. ALL SALES FINAL. NO REFUNDS GIVEN ON DISCOUNTED MERCHANDISE. ALL RETURNED MERCHANDISE SUBJECT TO RESTOCKING CHARGE

**Droid Turbo with insurance & two months' service:**

- One Droid Turbo by Motorola, valued at approximately \$225
- 2 months service plus insurance valued at approximately \$260

**Total: \$480**

droid+turbo+new&safe=off&tbm=shop&spd=14412037686734673295



Motorola - Droid Turbo 4G LTE with 32GB Memory Cell Phone - Metallic Red (Verizon Wireless) Only with Contract

from Cell2Get.com

★★★★★ 3 product reviews #5 in Mobile Phones  
› Motorola › Motorola Droid › Droid Turbo › Verizon

Motorola · Motorola Droid · Droid Turbo · Droid Turbo (Original) · Android · 5.2 inch screen · 21 MP · 4G LTE · Verizon · 32 GB

Rise to the moment with Droid Turbo by Motorola. Get a turbo processor with 2.7 GHz speed. Keep going all day and night with Turbo charging and up to 48-hour battery life\*. See ... [more »](#)

Other options ▾

**\$390.01**

Free shipping. No tax

Cell2Get.com

# EXEDE Internet Service 24 Month Agreement: \$60/mo. X 18 months = \$1080



## Customer Agreement (Residential)

This Customer Agreement, including any applicable addenda to this Customer Agreement (collectively, the "Agreement") describes the terms and conditions between you and ViaSat, Inc. ("ViaSat," "Us" or "We") applicable to ViaSat's Internet access services, which includes ViaSat's email service (the "Internet Service(s)"), voice over Internet protocol service ("Exede Voice") and premier technical support service ("Premier Tech Support") (the Internet Service(s), Exede Voice and Premier Tech Support may also be individually referred to as the "Service" or collectively referred to as the "Services"). Please note that if you receive your bill for your Service from a third party, the terms of any customer agreement with that third party and their contact information will be different than provided in this Agreement. Please read this Agreement carefully since it contains important contract rights and obligations between you and ViaSat, as well as important limitations on those rights. If you would like to contact us, you may call 1-855-463-9333 or write to:

ViaSat, Inc.  
P.O. Box 4427  
Englewood, CO 80155  
Attention: Customer Care

**A. Minimum Service Commitment.** The Internet Services require subscribers to commit to a 24-month minimum service term ("Minimum Service Term"), unless a different term is stated in this Agreement for your plan. If you upgrade from a WildBlue branded Internet Service plan a "WildBlue Plan") to an Exede Internet Plan ("Exede Internet Plan" means any Exede branded service plan) or you change your Service location, you must commit to a new 24-month Minimum Service Term beginning on the date your new Exede or WildBlue Internet Service is activated. **If you terminate Internet Service prior to the expiration of the Minimum Service Term, you will owe (and your credit card, debit card, or bank account may be charged) the termination fee described below (the "Termination Fee") and/or any other termination fee described in this Agreement applicable to the Service(s) you are receiving.** You may not downgrade your Exede Internet Plan to a lower tier Exede Internet Plan until 30 days after activation of your Exede Internet Service.

**B. Term and Renewal.** The term of this Agreement commences on the date your Internet Service is activated and continues for the duration of the Minimum Service Term unless terminated earlier by you or ViaSat. After the Minimum Service Term expires, the term of this Agreement will automatically renew on a month-to-month basis, unless you have either agreed to a new Minimum Service Term under another Internet Service plan offered by ViaSat ("Renewal Service Term") or terminated this Agreement pursuant to Section 4.3.

**C. Equipment.** New Internet Service customers must lease the equipment provided by ViaSat consisting of a modem, antenna and transceiver ("Equipment") in order to receive the Internet Service. Only a ViaSat-authorized installer may install the antenna and transceiver at your residence. Only a ViaSat-authorized installer may install the modem at your residence if you are a new customer. Existing customers may self-install an upgraded modem.

**D. Data Allowance Policy/Bandwidth Usage Policy.** Classic Exede, Essential 10, Exede Evolution and WildBlue service plans are subject to strict data usage limits which are described in the Data Allowance Policy. If you exceed your data usage limits, ViaSat will significantly slow and/or restrict your Internet Service, or certain uses of your Internet Service, for the remainder of your monthly billing period. The Liberty service plans ("Liberty Plan(s)") are subject to "Priority Data" usage limits which are also described in the Data Allowance Policy. If you exceed your Priority Data usage limits, you will receive "Liberty Pass" for the remainder of your monthly billing period. Liberty Pass speeds will be slower than Priority Data speeds, do not support video streaming on multiple devices and may not support streaming of high definition video. Liberty Pass speeds will vary based on the time of day and your geographic location and may be extremely slow when the network is busy, typically in the evening hours (about 5:00 p.m. – 2:00 a.m. local time), which may greatly impair your ability to use the internet. Liberty Pass users will receive lower priority on our network than subscribers who have not exceeded their data allowance or other data threshold, which may result in Liberty Pass users experiencing slower speeds when the network is busy than subscribers who have not exceeded their data allowance or other data threshold. Heavier users of Liberty Pass may be slowed to a larger extent than lighter users. The Freedom service plan ("Freedom Plan") is governed by the Bandwidth Usage Policy and is not subject to a strict data allowance; however, as set forth in Exhibit A, if you use more than 150 GB of data during your monthly billing period, certain speeds of your Internet Service will be slowed, as described in the Bandwidth Usage Policy. In addition, ViaSat may contact you and request that you reduce your monthly usage below 150 GB or transition to another service plan. If you do neither, ViaSat may terminate your service in accordance with Section 4.4 of the Agreement. The data usage limits for our Internet Service plans are set forth in Exhibit A, attached hereto and incorporated herein.

**E. Termination Fee.** If you cancel the Internet Service (resulting in termination of this Agreement) before completion of the Minimum Service Term or Renewal Service Term, the Termination Fee is equal to the number of months left in your Minimum Service Term or Renewal Service Term multiplied by \$15.00 unless a different termination fee is stated in this Agreement for your Internet Service plan.

**F. Return of Equipment.** If you fail to return the modem and transceiver within 30 days after termination of this Agreement, additional charges will apply as specified in the Lease Addendum. If you purchased your Equipment, you are not required to return the Equipment upon termination of this Agreement. In any event, ViaSat is not obligated to de-install the Equipment.

**G. Payment Authorization.** You authorize ViaSat to charge your credit card or debit card ("Card Payment"), or initiate an electronic funds transfer out of your bank account ("EFT Payment") for payment of all or any portion of your Service fees, the Termination Fee (and/or any other applicable termination fee) and any other amounts payable under this Agreement, until such amounts are paid in full, unless you live in a state where ViaSat is required under applicable law to accept another method of payment or ViaSat has agreed to accept another method of payment from you.

This Agreement has 12 pages and incorporates ViaSat's Data Allowance Policy, Bandwidth Usage Policy, Privacy Policies, Acceptable Use Policy, Email End User License Agreement and your Internet Service plan details as posted on the applicable ViaSat website: [www.exede.com](http://www.exede.com) or [www.wildblue.com](http://www.wildblue.com). In addition, if you are leasing your Equipment, receiving Exede Voice, receiving Premier Tech Support and/or are receiving Services through our Recovery Act Program, the Agreement incorporates, as applicable, the Lease Addendum, the Exede Voice Addendum, the Premier Tech Support Addendum and/or the Recovery Act Addendum. You acknowledge that you have received, read, understand and agree to be bound by all of the terms and conditions set forth on each of the pages of this Agreement and the incorporated documents, as each of them may be updated from time to time.

**If you did not receive Sections 1 through 8 of this Agreement, Exhibit A, and, if applicable, the Lease Addendum, the Exede Voice Addendum, the Premier Tech Support Addendum and/or the Recovery Act Addendum, DO NOT SIGN THIS AGREEMENT.**

**CUSTOMER INFORMATION**

Customer Signature: *Kevin Byrd*  
 Date: **11/20/2015**

E-Signed : 11/20/2015 12:36 PM CST  
 kevinbyrd@gmail.com  
 IP: 162.72.19.171  
 Certifi Electronic Signature  
 DocID: 20151120123352701

**AUTHORIZED SIGNER INFORMATION**

(if Customer is not present at Installation)

Authorized Signer's Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

By signature I affirm that the Customer has authorized me to establish an account in the Customer's name.

Print Customer Name: **KEVIN BYRD**  
 Street Address: **2232 COMMERCIAL AVE  
 LAKE ISABELLA, CA 93240**  
 Print Authorized Signer's Name: \_\_\_\_\_  
 Relationship to Customer: \_\_\_\_\_



Redress of Grievances & List of Damages

**1 Kelty backpack lost: \$125**

**From:**  
Kelty  
6235 Lookout Road  
Boulder, CO 80301

**Order Number:** 140494  
**Customer Id:** 304884  
**Order Date:** 6/10/2015 4:05:41 PM

**Bill To:**  
Kevin Byrd  
Wild Willpower PAC  
1924 Fourth St.  
San Rafael, CA 94901  
United States  
[415-798-7457](tel:415-798-7457)  
[kevinbyrd@gmail.com](mailto:kevinbyrd@gmail.com)

**Ship To:**  
Kevin Byrd  
Wild Willpower PAC  
114 Lakeview Terrace  
Wofford Heights, CA 93285  
United States  
[415-798-7457](tel:415-798-7457)

**Order Date:** 6/10/2015 4:05:41 PM

**Coupon Code:** KELTY20 (20% Off Kelty Coupon)

**Payment Method:** CREDITCARD

**Coupon Details:** 20.00 %

**Name On Card:** Kevin R. Byrd

**Card Number:** \*\*\*\*1387

**Card Type:** VISA

Product:	Quantity:	Price:	Total Price:
<b>Redwing 50</b> <ul style="list-style-type: none"><li>Select a Color: Forest Night</li><li>Select a Size: S/M</li></ul>	1	\$124.95	\$124.95
<b>Redwing 50</b> <ul style="list-style-type: none"><li>Select a Color: Caper</li><li>Select a Size: S/M</li></ul>	1	\$124.95	\$124.95

**Labor:**

7 months of labor = 28 weeks of labor.

6 days of labor *per week* performed by 2 persons.

6 x 28 = 168 days of labor x 2 *persons* = 336 hours of labor

336 x 8 *hours of labor per day* = 2,688 hours of labor

2,688 x \$15 *per hour of labor* = **\$40,320**

## Damage to Mr. Kevin Byrd's Claim:

**WHEREAS** the title holder had *never lived at the property, & had left it neglected for many years,*

**WHEREAS** the title holder never filed to have the couple EVICTED,

**WHEREAS** Mr. Byrd was the **HOLDER IN DUE COURSE** for the title deed of 2232 Commercial Ave.

### Be It Hereby Recognized:

When Officer Ruiz *damaged* Mr. Byrd's claim as **HOLDER IN DUE COURSE**, assessed at **\$38,136** according to information available on **THE KERN COUNTY ASSESSOR'S** computers via *violating the Terms & Conditions under government authority beneath The Constitution of The United States:*

Kern Property Profile			
<b>Property Information</b>			
Owner	ROSS JOHN J & CHERYL C		
Billing Addr.	2232 COMMERCIAL AV LAKE ISABELLA CA 93240-9658		
ATN	263-352-03-00-2	Status	Active
Parcel Num.	263-352-03-1	<a href="#">View Parcel Map</a>	<a href="#">GIS Map</a>
Site Addr.	2232 COMMERCIAL AV LAKE ISABELLA		
Legal	TRACT 2182 33		
Acres	0.00		
Use Code	0097 - MS & T ZONING WLIC MH		
Prior APN(s)	-		
Supervisory District	1 - Mick Gleason		
<b>Recorded Documents</b>			
	Document Number	Document Type	Date Recorded
	206179429	Deed	7/24/2006
	200152202	Deed - Quitclaim	11/29/2000
<b>Property Characteristics</b>			
Building #0			
<b>Assessment Information for Tax Year</b>		<b>2014-2015</b>	
		<b>Assessed Values</b>	
Land Value:			19,472
Mineral Value:			0
Improvement Value:			18,664
Other Improvements:			0
Personal Property Value:			0
Total:			38,136
Exemption Value:			0

## Damage To Food Crop:

The couples' ***personal survival food crop was destroyed***, which includes ***many plants*** of the following varieties-- including research, labor, seed cost, & water: (several months food supply) ~**\$4000**

- 2 kinds of *heirloom okra plants*: "Emerald Green" & "Clemson Spineless"
- 3 kinds of potatoes: red, gold, & purple
- orange yams
- 3 kinds of *heirloom cucumber plants*: "Pickling", "Ashley", & "Early Fortune"
- 4 kinds of *heirloom corn plants*: "Black Iroquois Sweet", "Glass Gem", "Green Maize", & "Rainbow Popcorn"
- 2 varieties of *heirloom bean plants*: "Anasazi" & "Rattlesnake Snap Beans"
- heirloom rainbow *variety* carrots
- heirloom *variety* tomatoes
- , every color of bell pepper
- Black Beauty & Long Eggplant varieties
- native AND Russian Mammoth Sunflower plants
- Red AND Green Amaranth Varieties
- White Yarrow
- Dill
- Summer Savory
- Oregano
- Cilantro/Coriander
- Purple AND Green Asparagus Varieties
- Arugula
- 4 kinds of leafy salad green plant varieties, 2 containers of wheatgrass

**Charges for FALSE IMPRISONMENT, 2 persons for \$12 hours each:**  
 $\$1000/\text{minute} \times 12 \text{ hours} \times 2 \text{ persons} = \mathbf{\$24,000}$

**Charges or Deprivation of Rights Under Color of Law (page 267):** \$10,000 per officer present, 2 days, 6 officers, 4 counts on HECTOR RUIZ: **at least \$90,000**

**2 months labor to build case, ~12 hours per day 7 days per week by Ms. Wilson:**  $40 \text{ hours} \times 8 \text{ weeks} = 320 \text{ hours of regular pay at } \$30/\text{hour} = \$9600$

*plus 4 hours overtime per weekday x 5 days per workweek x 8 workweeks = 160 hours weekday overtime*

*plus 12 hours overtime x 8 weekends = 96 hours of weekend overtime*

*160 hours weekday overtime + 96 hours weekend overtime = 256 hours overtime work x \$45/hour = **\$11,520 labor in building case thus far**.*

***Total = at least \$222,826***

**WHEREAS actions of COUNTY OF KERN officials also cost the safety of the lives of Mr. Byrd & Ms. Wilson, and the destruction of the organization they had been working on for many years to develop, but now they feel they must relocate for their safety, an additional charge of \$1,000,000 is being assessed for the loss of Kern River Wildharvesting Cooperative (www.KernRiverCoop.com).**

***Total Due as of 7-6-2016 = \$1,222,826***