

Paul-Kenneth: Cromar. TM
 - Executor of the name ©“PAUL KENNETH CROMAR”, and,
 Barbara-Ann: Cromar. TM
 - Executrix of the name © “BARBARA ANN CROMAR”
 c/o 9870 N. Meadow Drive / Cedar Hills, Utah-State: usA [84062]

IN THE FOURTH JUDICIAL DISTRICT COURT
 UTAH COUNTY, PROVO, STATE OF UTAH

STATE OF UTAH
 EIN #87-6000545 & DUNS #009094301

Plaintiff

vs.

PAUL KENNETH CROMAR – VESSEL,
 BARBARA ANN CROMAR – VESSEL.
 Sole Executors and Heirs of the Estates
 by the same trademarked names

Res Defendants

DECLARATION [*Affidavit*]:
NOTICE of Malicious Prosecution in violations
of Law in Title 18 sections 241 and 242,
un-Constitutional BAR attorney requirement,
Destruction of Evidence, Forgery,
Obstruction of Justice, withholding of
evidence and denial of Brady material,
in probable RICO violations in
denial of Constitutional rights to *due process*,
 with
Res Defendants’ REJECTION & RESCISSION
of Prosecution’s offer of “Jury Trial”,
with offer of court required witness list,
etc., provided *in honor* by Res Defendants
for agreed “Trial by Jury of Peers”, with NO
understanding nor consent to these proceedings

cases #201402860 & #201402868
 Christine S. Johnson
 Contracted Trustee of the Cromars’ Estates
 #2014-02860 - CUSIP #4812CA652

USPS Certified: # 7020 0410 0002 9777 7603

DECLARATION [*Affidavit*]:
NOTICE of Malicious Prosecution in violations of Law in Title 18 sections 241 and 242, un-Constitutional BAR attorney requirement, Destruction of Evidence, Forgery, Obstruction of Justice, withholding of evidence and denial of Brady material, in probable RICO violations in denial of Constitutional rights to *due process*, with Res Defendants' REJECTION & RESCISSION of Prosecution's offer of "Jury Trial", with offer of court required witness list, etc., provided in honor by Res Defendants for agreed "Trial by Jury of Peers", with NO understanding nor consent to these proceedings

We, Paul-Kenneth: Cromar and Barbara-Ann: Cromar, a man and woman, declared by a jury of our peers "found to be living", of age, of sound mind and body, a son and daughter of God, of Divine inheritance, anointed to be a king and queen unto the Most High God, and have been determined to be competent to manage the affairs of the Paul-Kenneth: of the House of Cromar Estate, and the Barbara-Ann: of the House of Cromar Estate; and do so *sui juris* with Constitutional Counsel of choice Eugene Paul Richardson heretofore unlawfully denied by this court, standing on the land (described under our signatures at end) *in propria persona*, state nationals of Utah known as Utahns, under the flag of the *Original Jurisdiction* as per **Public Notice, Declarations, Mandates, and Lawful Protest – The Law does not allow impossibilities** (see this jurisdiction challenge filed with the court on October 1, 2020), respectfully and *in honor* do hereby file this **DECLARATION [*Affidavit*]: NOTICE of Malicious Prosecution** and various violations of law, **REJECTION & RESCISSION of Prosecution's offer** in favor of **Agreed "Trial by Jury of Peers"** in the pursuit of justice, as follows:

We, Paul-Kenneth: and Barbara-Ann: House of Cromar, a living man and woman on the land, **do NOT understand these proceedings.**

We, Paul-Kenneth: and Barbara-Ann: House of Cromar, a living man and woman on the land, **do NOT consent to these proceedings.**

*"For the Lord is our judge; the Lord is our lawgiver;
the Lord is our king; he will save us.*

(BIBLE - Isaiah 33:22 – see SECOND JUDICIAL NOTICE: Exhibit A – God's Word)

"For we wrestle not against flesh and blood, but against principalities,

*against powers, against the rulers of the darkness of this world,
against spiritual wickedness in high places.”*

(BIBLE – Ephesians 6:12 – see SECOND JUDICIAL NOTICE: Ibid)

*“...And those Gadianton robbers [members of Deep State – secret societies – BAR club judges and attorneys] filling the judgment-seats -- **have usurped the power and authority of the land; laying aside the commandments of God, and not in the least aright before him; doing no justice unto the children of men.**”*

“Condemning the righteous because of their righteousness; letting the wicked go unpunished because of their money; and moreover, to be held in office at the head of government, to rule and do according to their wills, that they might get gain and glory of the world, and, moreover, that they might the more easily commit adultery, and steal, and kill, and do according to their own wills” (This comes from a companion book of scripture to the Bible called The Book of Mormon – Another Testament of Jesus Christ – Helaman 7: 4-5)

There is no question of the general doctrine that *fraud vitiates*
the most solemn contracts, documents, and **even judgments...**

United States v Throckmorton

Unconventional filings like this one are OK! -

“All pleadings shall be construed to do substantial justice”

Officers of this court continue to ridicule and discount our efforts to defend ourselves, and put us in an impossible circumstance, by unlawfully playing the roll of god, placing this inferior court above the Supreme Court, by usurping powers they don't have in order to achieve a predetermined outcome. Our *In Propria Persona* pleadings are to be considered without regard to technicalities, as we are not professional attorneys or BAR club members:

"Pleadings in this case are being filed by Plaintiff In Propria Persona, wherein pleadings are to be considered without regard to technicalities. Propria pleadings are not to be held

to the same high standards of perfection as practicing lawyers. (See Haines v. Kerner 92 Sct 594).

"The Federal Rules rejects the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits." According to Rule 8(f) FRCP and the State Court rule which holds that **all pleadings shall be construed to do substantial justice.**"

This court has not maintained impartiality, or equal justice, and has completely compromised the res defendants the opportunity to obtain a fair and impartial justice, demonstrating capacity to prejudicially facilitate Malicious Prosecution. It appears to us that Dismissal is required, though mistrial may be the true objective of this compromised prosecution from an County Attorney Office distracted by allegations of heinous Satanic ritual abuse and cannibalism, -- and in need of public win "at all cost", even at the expense of "Barbie and Ken" and justice if necessary.

**This Malicious Prosecution requires Dismissal
or Continuance (Delay) to avoid a Mistrial**

At the June 2, 2022 final pre-trial hearing Mr. Jared Perkins who delayed and denied the res Defendants' right to a "speedy trial" for 21-months, thus denying freedom to reclaim our Life, Liberty, Property and Honor and ability to ability to work in our professions, and had the audacity to begin his remarks, by announcing a flurry of last minute new documents and evidence, which cannot help but affect our preparation for trial, saying:

MR. PERKINS: Okay. Your Honor, there are a few things that I had in mind to address with the Court today. First one is **continuing discovery**. I just wanted to notify the Court as well as the Cromars that in reviewing these cases with each of the respective agencies that were involved in the investigation or arrest on these two cases, I revisited

Rule 16. The Court will recall that we dealt with discovery matters last year and the Court issued an order regarding when discovery was to be provided on September -- I think it was 21st, but September of last year.

Then in November of 2021 the updated Rule 16 took effect. And so I revisited the requirements of Rule 16 Subsection a in particular and went through anything that, police reports and videos and things like that that might be directly related to this case. We've requested those items and are in process of providing them to the Cromars now. That's, I think, going above and beyond what the Court ordered for discovery last year, but I'm doing that out of an abundance of caution to make sure that one complies with Rule 16 as it's been updated.

“Going above and beyond what the Court ordered for discovery”? We cannot think of but one single time wherein this court has not followed prosecutor Mr. Perkins’ every lead, recommendation, and nudge, bending to his time schedule (lengthy murder trial delays) -- except one time. The one exception was when Mr. Perkins was denied his dramatic efforts in the Bail Bond Hearing of Oct 2, 2020, to paint us as dangerous, bomb-making terrorists, wherein he did not convince the court that we were a danger to the community in need of Bail Bond repeal and incarceration us until trial. Everything else we can think of from then to now, including the declaring of us vexatious and shutting down our ability to file our own defense for documenting prosecutor Perkins’ own words court transcripts of numerous bifurcated promises to provide the two original warrants (both fabricated AFTER the 75-man SWAT despite numerous requests for proper presentment)

It should also be noted that two days after the unwarranted September 24, 2020 arrest, that Ken was traumatized by a second arrested, this time due to internal error falsely claiming that we had signed a bail agreement and broken it by picking up our car from in front of our home. Note: Neither arrest was Ken read his Miranda rights. Video and/or bodycam footage of his Miranda rights being read was GRAMA requested, but none was provided, because it didn’t happen.

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It should be noted that our “speedy trial” we are Constitutionally guaranteed, and all officers of this court swear an oath to protect and defend, would have seen us sitting in jail for 21 months for justice to begin. Do the officers of this court have no heart? And too much money and comfort that they think they can play god with people’s lives? If JUSTICE was the real objective, a trial, if there ever was one, would have ended long ago.

It has been 21-months, and now Mr. Perkins finally decides to come to work on our case. It’s too coincidental to us that “rule 16” error was discovered only AFTER our May 13, 2022, final attempt of GRAMA Request through Utah County Attorney’s office before trial, in order to obtain all the evidence we had originally asked for, with a few new additions. Having been “slow walked” we demanded GRAMA response by the lawful deadline of May 27, 2022, “*without any more excuses*”. To no surprise, the GRAMA response finally came as usual on the afternoon of the last deadline day the 27th. But to our surprise it appeared identical to what we had received from the Utah County Attorney’s office of the prosecutor many months earlier. Today, a USPS mailing from the Prosecutor’s office came “Postage due \$3.97”, which we paid, when a simple email was all that was needed. Should we hope we’ll be refunded?

We immediately protested the same afternoon via email demanding explanation, and an official declaration that our GRAMA request was **completely fulfilled**, with a signed by someone we could hold officially hold accountable as we intended to file a Criminal Referral to the Utah Attorney General’s office for numerous denials, delays, and “special treatment” with attempted filings in the Utah County Recorder’s office, sometimes falsely citing this court’s order, claiming I couldn’t file at the County without a BAR attorney either. Nonsense. It doesn’t take an over-priced, fancy Utah County BAR attorney to recognize when there is a clear ***conspiracy to deny rights***, and do so under ***color of law***. This is in violation of **USC Title 18 sections 241 and 242**, and with the long list of oath-breakers we’ve accumulated over these many months, it seems likely that there actionable RICO violations by traitors to “Barbie and Ken”, the state, the nation, and God’s righteous cause of equal justice under the **law of the land** – the Constitution.

USC 18 §242; DEPRIVATION OF RIGHTS UNDER COLOR OF LAW –
Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully

subjects any person in any State the deprivation of any rights shall be fined under this title or imprisoned not more than one year, or both; (USC 42 §1983) includes judges specifically / highest punishment = death)

It was already hard enough to manage this one felony case, let alone 14 total other court cases harvested as “fruit of the poison tree” that was originally planted in Chief Judge Robert J. Shelby in the US District Court. It was in his dishonorable court wherein we were originally denied our right to Hearing and Trial by the so-called “honorable” judge whose face we’ve never seen, whose voice we’ve never heard, and in whose court we denied the opportunity to defend ourselves. It was a false claim, we’ve have reason to believe was instigated by political enemies (Ken was a City Councilman from 1994 to Jan of 2022) who did not appreciate having their own corruption exposed to the public using their own records, by those who had “friends in high places” that could weaponize the IRS to take out a David-sized annoying guardian of the people, friends and neighbors of Cedar Hills.

The false claim was that we owed “\$1,053,028.65” in unpaid federal income taxes. It was a lie, and we knew it, and we were ready to face our accusers in a court of law and prove it, but were denied *due process*, hearing, evidence, and a trial before “judge” Shelby, let alone even the appearance of justice. And so, despite our best efforts to defend our home and rights against judicial tyrants, and two SWAT teams later (13+ and 75-man), months of homelessness, living on the kindnesses of friends, having our home emptied and all our remaining earthly possessions thrown into 7 or more dumpsters, including much of Ken’s professional video equipment little to no work because we’re “accused felons” awaiting trial, that each of us, barbara and ken, each filed lawsuits against the Commissioner of Internal Revenue – and we both won! But this court won’t acknowledge it because it has blocked and stricken all our filings including our FOURTH and SIXTH JUDICIAL NOTICES which highlight how we were exonerated. (see newest Exhibits #216 and #217)

To us this explosion of last minute discover evidence appears a calculated move to hamper the novice non-BAR-attorney-professionals, acting as *sui juris* defendants, by back-loading new information just before trial, leaving little time to prepare and counter. We had already GRAMA

requested from various agencies including AFPD and Utah County Sheriff's Department shortly after our arrest as early as October of 2020, but were **denied** most of our request for records due to the "the on-going investigation" and the need for the Utah County Attorney's office to control its release. Well, they did, and now less than a week ago, announce new evidence, etc.

The last minute attempt to appear fair, is not fair. And most importantly it is not the justice that the officers of this court swore a solemn allegiance to protect and defend not just the Constitution, but little 'ol Barbie and Ken under its protection in Lawe!

Despite Madam Johnson's assertions to the contrary, hers is not a Constitutional "court of record", but rather a foreign sub-corporate commercial "for profit" court with records. The STATE OF UTAH has an EIN tax number #87-6000545 out of Washington DC, and a Dunn and Bradstreet number & Duns #009094301. Corporations cannot sue people, hence the need to put their names in ALL CAPS, as in STATE OF UTAH vs. CROMARS, "killing them on paper" so to speak, to turn them into a CORPORATE entity so they can be taken into the foreign jurisdiction, their bonds captured and profited thereby. We do not understand nor do we consent to these proceedings.

Officers of this court, regularly speak in a cleverly designed foreign language sometimes called "legalese", that sounds very much like the spoken English language, but in reality assumes and presumes alternate meanings BAR attorneys are trained to comprehend depending how written. For example, when written in ALL CAPS means to BAR attorneys that the entity named is a "corporation", even if it is a living man or woman on the land, as are the res Defendant Cromars. and then attempts to impose a result through deceit that changes people into to corporations (dead entities) through the use of ALL CAPS designations with the design and purpose of using attorneys (Black's Law says that "attorn" means to take from one and give to another) to separate living people from the assets (usually millions of dollars in their secret "cesqa que trust fund" – not the measly pittance of funds they think the government owes them in their Social Security fund that the now bankrupt USA Inc. does not intend to keep it's long-term payout promise when they're, and not in the courts like this one.

This court and its officers have been notified previously numerous times on the record, that this court has no lawful authority to force and compel us against our will, to accept, engage, consult, or accept any “services” by any BAR attorneys. How many times does a BAR attorney have to be told to go away, that her “representation” is NOT required, before she stops committing fraud upon the court through unauthorized representation in acts of Identity Theft, and through offering of testimony in the court without proper swearing in so Ms. Estrada could offer lawful testimony?

Additionally, in that Ms. Estrada has never been authorized by us to “represent” us, but continues to engage the court, the question must be asked on and for the record: Has Lisa Maxine Estrada signed our names to any documents? Has Christine S. Johnson signed our names to any documents? Has Jared Perkins signed our names to any documents?

Nevertheless, this court’s two “RULINGS” referenced above both include the declaration, *“The court is not receiving these documents because the defendant has been appointed a public defender and should have all pleading file through the Utah County Public Defender’s office.”* That offer to contract is again **“Rejected and Rescinded”** on and for this court’s record.

We, Barbara and Ken, have clearly stated in hearings and in written that we have never accepted a BAR attorney as our Counsel in this or any other court. We offered Ms. Estrada a conditional contract in writing, which if she signed, we agreed to consider her as our counsel. Apparently MS. ESTRADA was unwilling to serve as our counsel on our terms, in that to date we have received no response from her, signed or otherwise. How could she possibly claim to “represent” us, when she has never contacted us, nor been accepted by us as counsel? We were willing to consider her IF she was willing to work for us, and serve as we require for our defense, instead of serving as an officer of the court and it’s agenda to conduct a mock trial, and instruct the jury in a manner that they apply the court’s prejudices against us and gain a conviction of 1-15 years in prison, while profiting financially thereby, in a conflict of interest from which the Res Defendants Cromar have required them to recuse from this case. This court is hereby officially noticed that Ms. Estrada is hereby required to *cease and desist* from participating in offering testimony on the record of this court about us, declaring us “delusional” three times.

First, while admitting never having met or consulted with the res defendants, Ms. Estrada slandered the res Defendants on the record, claiming them to have a courtroom deficiency “...Because of delusional beliefs...”. (see June 2, 2022 Court Transcript page 7 at line 3).

Second, Ms. Estrada, again without consultation with us was able to definitively determine the res defendants are, “...not able to present evidence that’s not of delusional nature...”. (Ibid. – see page 7 at line 10) Ms. Estrada’s psychic powers are extraordinary with regard to understanding Ken & Barbara’s evidence when she couldn’t have read it as she was NOT serviced, and the court reportedly “did not receive” our evidence.

Thirdly, Ms. Estrada, yet again without benefit of meeting with, speaking with, reviewing defendants 17 exhibits of evidence of an exonerating nature, or without knowing anything about the res defendants’ witness list (as it is not be made known until this filing), demonstrated great arrogance and ignorance regarding “her clients”, definitively declaring of the Cromars: “It’s a matter of [their] delusional thinking...”. (Ibid. – see page 19 at line 21)

Ms. Estrada couldn’t stop there, and again, without benefit of ANY exchange with the Cromars, including zero written reply with the Cromars who documented their communications with her, demonstrated amazing capacity to determine and twice recommend a need for “competency evaluation” and “competency hearing” (Ibid, see page 5 / line 1, and page 9 at line 16), and speaking other nonsense. Please note that all of this testimony was put on the record, without first being put under oath to tell the truth the whole truth, and nothing but the truth – and often with our microphone muted to be able to Object on the record. Ms. Estrada offer to contract with her to be our counsel, of whatever delusional form it may take, is again hereby **rejected and rescinded**.

Forgery and Fraud by Unauthorized use of Power of Attorney

Defendant Cromars hereby **Demand** Lisa Maxine Estrada be officially removed from the docket listed as [Cromars] “Represented by”, and in that BAR attorney steal their “clients” power of

attorney **without full disclosure** of that fact to their “clients” and presumably profit off their “clients” by accessing various Bonds listed in the names of “their clients”, in behalf of the “for-profit” corporate commercial court (non-Constitutional in violation of the oath of office) -- THEREFORE, most importantly IF perchance Lisa Maxine Estrada has used our power of attorney to sign any agreement including but not limited to any bonds, then we DEMAND full disclosure and presentment of any and all use of our power of attorney to date, as the Cromars are the sole heirs and Executors of their Estates by their same names (and all *idem sonans*) and declare to have NEVER **knowing, willingly and voluntarily** signed any documents with this court, thus making all such instruments acts of **Forgery** and **Fraud**, and subject to criminal investigation and prosecution.

We, Ken and Barbara, also hereby DEMAND the same full disclosure and immediate presentment of all instruments that may have been executed by BAR attorney **Jared Perkins**’ use of the Cromars’ *powers of attorney*, without their express authorization – and enter his **recusal** on record of this court for conflicts of interest.

DEMAND the same full disclosure and immediate presentment of all instruments

Similarly, we, Ken and Barbara, also hereby DEMAND the same full disclosure and immediate presentment of all instruments that may have been executed by BAR attorney **Christine S. Johnson**’s use of the Cromars’ *powers of attorney*, without their express authorization– and enter **recusal** on record of this court for conflicts of interest.

Faretta v. California proves Court has prejudicially denied Cromars’ rights

Months ago we, Paul-Kenneth: Cromar, and Barbara-Ann: Cromar engaged Eugene Paul Richardson in a contract of mutual benefit to act as our counsel. However, this court continues to choose to deny Our Constitutionally guaranteed right to counsel, because he is not a “state licensed BAR attorney”, and then summarily block us in our right to self-defense (including res

denfendants' own court filings) as allowed by the Supreme Court of the United States in **Faretta v. California**, 422 U.S. 806 (1975) – and hence simultaneously “secreted the public record”, by denying our filings on the court via unlawful “striking” or “ruling” in violation of **USC 18 §2071**:

Whoever willfully and unlawfully conceals, removes, mutilates, obliterates, or destroys, or attempts to do so, documents filed or deposited with any clerk or officer of any court, shall be fined or imprisoned not more than three years, or both.

BAR Attorneys are NOT ALLOWED to represent the Cromars

The two dockets for #201402860 & #201402868 incorrectly read as per this screenshot image from Certified court copies of same dated May 20, 2022 (see Exhibit B) :

PARTIES

Plaintiff - STATE OF UTAH
Represented by: DAVID LEAVITT

Defendant - BARBARA ANN CROMAR
Represented by: DEFENDER PUBLIC
Represented by: LISA MAXINE ESTRADA
Represented by: M JARED PERKINS

The above falsely records that three (3) parties “represent” the res Defendant Cromars in; “DEFENDER PUBLIC”, “LISA MAXINE ESTRADA”, and surprisingly and audaciously the heretofore current and active prosecutor of many months, “M JARED PERKINS”. The request for his recusal was not an invitation to “represent” us. (However, by personal contract outside of this court proceeding Jared Perkins the man, has chosen to administer our estates (copyrighted and trademarked names captioned above without our express authorization, understanding or consent into these proceedings, and thus activated an private agreement wherein he acts as a trustee under strict and specific and potentially beneficial requirements, none of which authorizes BAR attorney “representation”.) Again, though none of the above three people, two men and a woman, were ever contracted by us to act as our counsel, but if they and/or the court remain in

state of “delusion” believing they’ve been hired (again, they weren’t), -- take judicial notice that anything you may have done in our names is by Executor/Executrix authority, hereby declared *void ab initio* for fraud and swindle in dishonor upon this court, and thereby demoting yourself into Trustee in dishonor, and therefore as it relates to these proceedings you are hereby officially fired! You are fired. And for the third and final time, you are permanently fired.

In the “pre-trial Hearing” of June 2, 2022, again the above issues regarding falsification of the public record in claiming that “Represented by”. This court continues to attempt to exercise unlawful authority over us **we do not understand**. **We do not consent to these proceedings**, as the court has self-VOIDED its juris – and hence creating the need for the voiding of this case.

This court’s un-Constitutional “requirements” upon us, in violation of The U.S. Supreme Court ruling in *Faretta v. California*, where SCOTUS held that there is a constitutional right to self-representation provided the waiver of counsel was knowing and intelligent, and in the process has engaged in destruction of evidence by STRIKING or most recently herein “not receiving” our filings, WHICH OCCURRED AGAIN UNLAWFULLY , blocking Eugene Paul Richardson (our declared counsel of choice), which also stalls our ability to properly prepare for “quick and speedy trial” WHICH HAS NOW AT 21 MONTHS HAS BEEN BY ANYTHING BUT quick or speedy, in direct violation of our Constitutional right to Counsel in the Sixth Amendment and the sworn oath of office taken by the “judge” and other officers of this court, hereby declared to be acting in dishonor. For the record, the correction notes required of the Clerk to the two Dockets’ first page, are as follows:

PARTIES

Plaintiff - STATE OF UTAH
Represented by: DAVID LEAVITT

Defendant - PAUL KENNETH CROMAR
Represented by: ~~DEFENDER PUBLIC~~
Represented by: ~~LISA MARINE ESTRADA~~
Represented by: ~~M JARED PERKINS~~

False +
Fraudulent
Claim by court

Also Known As - PAUL-KENNETH CROMAR (PAUL KENNETH CROMAR)

Our Counsel of Choice

Other Party - EUGENE PAUL RICHARDSON - Denied
by court

We have questions for this court: Is this court asking us, res defendant Cromars, ken & barbara, to break the Supreme Law of the Land by accepting the court’s offer of Constitutionally

Cromar home, and can testify as to who the winner of the auction was. Also, Mr. Bundy was disparaged by Sheriff Deputies in bond hearing trying to as a notorious and dangerous figure when they attempted to vilify Cromars and Bundys together.

5. **Ryan Bundy** – friend and support who was at the Cromar home, and was disparaged by Sheriff Deputies as a notorious and dangerous figure when they attempted to vilify Cromars and Bundys.
6. **Shawna Cox** – already on prosecutor’s list - friend and supporter of the Cromars, and was with Ryan Bundy when LaVoy Finicum was murdered in Oregon.
7. **Sheriff Richard Mack** – material witness can testify to his attempts to mediate between the Cromars and Sheriff Mike Smith prior to the first SWAT of June 25, 2022.
8. **Nathan Eddington** – Cromars’ neighbor two houses south, who “won” the auction of the Cromar house on September 10, 2019, but then defaulted on full payment.
9. **Michael Eddington** - Cromars’ neighbor two houses south, who was with son Nathan when he “won” the auction of the Cromar house on September 10, 2019, and who made calls to the police regarding Cromars.
10. **Brett Belliston** – already on prosecutor’s list – alleged auction winner / home buyer
11. **Tyler Belliston** – already on prosecutor’s list – son of alleged auction winner
12. **Doug Gilmore** – had some sort business association with Nathan Eddington and Bellistons can testify to the auction default and ex parte communications regarding Cromar home.
13. **William D’Angelo** – Cromars neighbor across street who witnesses first hand much of the conflict and neighbor interaction – who filed a police report on Tyler Belliston when he charged Mr. D’Angelo walking on the sidewalk by Cromar home.
14. **Danielle D’Angelo** – wife of William D’Angelo, Cromars, neighbor across street to west who witnessed first hand much of the conflict and neighbor interaction
15. **James Call** – a volunteer who came to offer support and protection of the Cromars and their home.
16. **Ron Gibson** – Land Patent expert and author who can testify to the legal and lawful ramifications of land patents like the one that still protects the Cromar home / land
17. **Joe Bannister** – former IRS agent who can testify to the institutional corruption of the IRS and fraudulent and sometimes weaponized
18. **David Straight** – Can testify firsthand to Land Patent paperwork done by the

Cromars to secure their home

19. **Hevia Junca Cromar** – can testify to live birth and life-long knowledge of her oldest son Paul Kenneth Cromar.
20. **Jeff Besendorfer** – a friend and supporter of the Cromars occasionally visited the Cromars, who with others help prepare and file the Amicus Curiae - Friend of the Court Brief.
21. **Thomas Fairbanks** – a friend and supporter since the 75-man SWAT who was the original author of the Amicus Curiae - Friend of the Court Brief
22. **Nancy K. Phillips** – IRS agent who received boxes of records as ordered by Judge Benson of US District Court in case, and did not respond to Affidavit therefore admitted all thereon, before Judge Dale Kimball dismissed the case.
23. **David O. Leavitt** – Utah County Attorney
24. **Rosemary Cundiff** – Can testify regarding the conflicts in Cedar Hills government.
25. **John O'Hara** – Deputy originally tasked with organizing in 75-man SWAT team, though reportedly did not attend, he did handle evidence the Cromars were not given.
26. **Gary Chapman** – IRS agent who was intricately involved in the foreclosure, auction and default by auction “winner” Nathan Eddington
27. **Ryan S. Watson** – DOJ attorney who filed the original Complaint in federal court , and can testify to the material facts of the case.
28. **Brad Sears** – Former mayor golf enthusiast who will testify to political conflict in Cedar Hills and possible reports by CH residents to the IRS about Cromars’ payment of taxes.

Partial List of Exhibits

As required by the court, the following is the list of Exhibits in Evidence “send directly to Mr. Perkins” (see Transcript on page 15, at line 15), were previously sent via email on June 1, 2022, and filed on the record of this court, as well as numerous exhibits over the past 21 months, while reserving the right to add additional final Exhibits within 5-business days upon the prosecution’s final declaration of exhibits, as follows:

Exhibit 201 - 2022 06 01 - Declaration of Nationality by Paul-Kenneth: House of Cromar-signed & Sealed

Exhibit 202 - 2022 06 01 - Declaration of Nationality by Barbara-Ann: House of Cromar signed & Sealed

Exhibit 203 - © 2020 Barbie & Ken Cromar - John Earl Sullivan at front of Cromar House Sept 2, 2020 - "Not a government agent" - permission for publication as is only, hereby granted - kencromar5@gmail.com

Exhibit 204 - CERTIFIED Utah County Recorder - 2006 08 15 - AFFIDAVIT OF JURISDICTION STATEMENT by Paul K. Cromar

Exhibit 205 - CERTIFIED Utah County Recorder - 2007 01 03 - Notice of Federal Tax Lien #A - front & Back

Exhibit 206 - CERTIFIED Utah County Recorder - 2009 08 09 - Notice of Federal Tax Lien #B - front & Back

Exhibit 207 - CERTIFIED Utah County Recorder - 2012 06 13 - AFFIDAVIT DEFAULT JUDGMENT against IRS

Exhibit 208 - CERTIFIED Utah County Recorder - 2013 11 22 - Deed Pole Declaration of Name in Affidavit Form

Exhibit 209 - CERTIFIED Utah County Recorder - 2020 04 17 - Certificate of Acceptance of Declaration of Land Patent NOTICE

Exhibit 210 - CERTIFIED Utah County Recorder - 2020 04 22 - LAND PATENT Declaration of Assignees Update of Patent

Exhibit 211 - CERTIFIED Utah County Recorder - 2020 08 18 - Nullification & VOIDING of Inferior "DEED" abstract for Fraud & Swindle in Dishonor RESTORE Cromars Listing

Exhibit 212 - US Tax Court Washington DC - 2021 11 30 - P K Cromar - SUBPOENA of Commissioner of Internal Revenue - Stamp, signed & sealed - Served thru Counsel

Exhibit 213 - US Tax Court Washington DC - CERTIFIED - P K Cromar 004 - MOTION TO DISMISS FOR LACK OF JURISDICTION

Exhibit 214 - US Tax Court Washington DC - CERTIFIED - P K Cromar 005 - ORDER

Exhibit 215 - US Tax Court Washington DC - CERTIFIED - P K Cromar 006 - OBJECTION TO MOTION TO DISMISS FOR LACK OF JURISDICTION

Exhibit 216 - US Tax Court Washington DC - CERTIFIED - P K Cromar 007 - ORDER OF DISMISSAL FOR LACK OF JURISDICTION

Trial by Jury of our Peers

"The jury has a unalienable right to judge both the law as well as the fact in controversy." John Jay, 1st Chief Justice United States Supreme Court, 1789.

"The jury has the right to determine both the law and the facts." Samuel Chase, U.S. Supreme Court Justice 1796, Signer of the unanimous Declaration "The jury has the power to bring a verdict in the teeth of both law and fact." Oliver Wendell Holmes, U.S. Supreme Court Justice, 1902.

Central to the history of trial by jury is the right of jurors to vote "not guilty" if the law is unjust or unjustly applied. When jurors acquit a factually guilty defendant, we say that the jury "nullified" the law. The Founding Fathers believed that juries in criminal trials had a role to play as the "conscience of the community," and relied on juries' "nullifying" to hold the government to the principles of the Constitution. "Trust in the jury is, after all, one of the cornerstones of our entire criminal jurisprudence, and if that trust is without foundation we must re-examine a great deal more than just the nullification doctrine." Judge David L. Bazelon. There may be no feature more distinctive of American legal culture than the criminal trial jury. Americans have a deep and stubborn devotion to the belief that the guilt or innocence of a person accused of crime can only be judged fairly by a "jury of his peers." This notion is a particularly American one, although it was inherited from English common law during the Colonial era.

The Elements of a Malicious Prosecution Claim

This "speedy trial" has languished now for 21-months, and cost the defendants in Life, Liberty, Honor and Property. Mental suffering is usually considered an element of general damages in a claim based on malicious criminal prosecution, with no special proof required. Defamation resulting from a malicious lawsuit, such as lost business from a damaged reputation, typically would be considered a compensable injury. Barbara had worked as a school substitute, much of the time with Special Needs kids, in the Alpine School District. However she was terminated because she was charged with a felony.

Much of the professional equipment was stolen, at the house, when Belliston took it over, including an expensive Mac tower with a number of paying “works in progress” that had to be abandoned forfeiting compensation, when the equipment and related “papers and effects” were stolen, even from the the time of arrest, Barbara, and pursued in numerous hearings, but the equipment, external drives, “papers and affects”, were never retrieved or returned via Prosecutor Perkins nor Sheriff Deputy John O’Hara, compromising Ken’s ability to work professionally, having been mostly unemployed ever since the 75-man SWAT.

USC 18 §241; CONSPIRACY AGAINST RIGHTS: – If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State in the free exercise or enjoyment of any right they shall be fined under this title or imprisoned not more than ten years, or both (see also USC 42 §1985)

Additional Question: Is this court asking us, barbara and ken, to risk being charged for treason for knowingly engaging what we have reason to believe are foreign agents (BAR association attorneys, who practice law without Utah legislature authorized, lawful state-issued licenses), who are not registered as required by law at FARA.gov, in direct harm and damage to *We the People* and Utah’s and the nation’s jurisprudence, in fraud and swindle in dishonor on this court, and in doing so compromise our standing on our lawfully established, unchallenged Land Patented #392 part and parcel thereof property claim (see metes and bounds description provided under our signatures and seals below), and reliance on God-given, unalienable Constitutional rights in our on-going demand to obtain JUSTICE?

AS ESTABLISHED on the record of this court in transcripts of hearings: *“This court by exceeding its jurisdiction has lost its juris.”* (see Court Transcription of Nov. 4, 2021, pg 5 at line 21 -Note: this was incorrectly transcribed to read “jurisdiction”.) *“We do not consent to these proceedings.”* (numerous declarations on the record) *“We do not understand.”* (declared numerous times on and for the record)

Additionally, a clear and present *conflict of interest* by certain officers of this court has also been established on the record of the court. (see PUBLIC NOTICE, DECLARATIONS, MANDATES

AND LAWFUL PROTESTs filed on the record of this court in docket at “10-01-2020” on page 10 of 39), along with other individuals invoiced personally, as agreed, for specific trespasses against us in an apparent **Conspiracy to Deny Rights** (US Code Title 18 section 241), and defaulted. Recusals have been demanded of Christine S. Johnson and Jared Perkins officers of the court, which is our right, due to their ongoing *conflict of interest*, but has been unlawfully ignored and/or denied, or possibly in the case of Jared Perkins accidentally jumped to “represent” us without our authorization.

Officers of this court have un-Constitutionally blocked our participation in our defense with our Counsel of Choice in Eugene Richardson, and our access to the court and its record by requiring BAR attorney representation through “state-licensed BAR attorney”, which remains oxymoronic in that there is no legislatively passed state law with Utah State issued license, and the BAR is a club (or association, etc.) with no Utah state licensing authority; and hypocritically though required of us, the officers of this court cannot and/or will not provide their own proof of being a “state licensed BAR attorneys”, despite numerous requests for them to do so, evidencing that officers of this court are practicing law without a lawful Utah state-issued license.

Our filings with the court have been systematically STRICKEN from the record for approximately one entire year now, ironically under hypocritical declarations of “frivolous”, “vexatious” and “scandalous”, (apparently in retaliation for documenting dishonor of certain officers of the court, by quoting directly from official court transcripts), the **striking** of which is **destruction of evidence**, which is in violation of Utah Code 76-8-510.5 and may also qualify as felony violation under US Code.

THEREFORE, this court is hereby DECLARED in violation of numerous federal Laws, in denial of our unalienable rights, an Abuse of Power, regarding which the U.S. Supreme Court found:

"Courts are constituted by authority and they cannot go beyond that power delegated to them. If they act beyond that authority, and certainly in contravention of it, their judgments and orders are regarded as nullities; they are not voidable, but simply void, and this even prior to reversal." *Williamson v. Berry*, 8 HOW. 945, 540 12 L.Ed. 1170, 1189 (1850).

For a court to pronounce upon a law's meaning or constitutionality when it has no jurisdiction to do so is, by very definition, an *ultra vires* act. Pg. 93-102. *Steel Co., aka Chicago Steel & Pickling Co. v. Citizens For A Better Environment*, No. 96-643, 90 F.3d 1237 (1998)

Fraud vitiates everything

THEREFORE, this court's officers Christine S. Johnson and Jared Perkins (*as personally agreed trustees of our Estates by personal agreement*) are hereby granted permission, and are instructed and ordered by our authority, ©Paul-Kenneth: Cromar™ and ©Barbara-Ann: Cromar™, as the sole Executor and Executrix for the Estates by the same names to **Satisfy all Claims** of the court with a one-time access authorization, and without further trespass of our Bonds within **#2014-02860 - CUSIP #4812CA652** as sole heir, Executors and lawful claimants therein, AND/OR, with the help of the prosecutor Jared Perkin's own wallet or checkbook if necessary in the interest of justice, and thereby release the bonds and orders of the court to *Our* possession, and to **Dismiss for Lack of Jurisdiction with Prejudice**.

On and for the record, this court is officially presented this **REJECTION & RESCISSION OF OFFER TO CONTRACT** as **We do not understand nor do we consent to these proceedings of a jurisdiction established foreign to us, of self-VOIDED Juris, for action(s) in denial of Constitutional *due process*, and for Destruction of Evidence in Fraud and Swindle in Dishonor** (see Rejected and Rescinded Offers to Contract in Exhibit A).

Conclusion

The lists contain the witnesses and exhibits the defense anticipates introducing at trial to date and may be supplemented if more evidence or information becomes available during further preparation for trial.

We begin as we ended the June 3, 2022 at the "final pre-trial conference" hearing stating on the record of this court:

Asseveration

L.S. by: *Barbara-Ann Cromar*
Signed only in correct public capacity
As Heiress and Executrix within the
Original Republic Jurisdiction.
:Barbara-Ann: Cromar.
c/o 9870 N. Meadow Drive
Cedar Hills, Utah state [84062-9998]



LAND PATENT #392 part and parcel thereof;

Standing on our Metes and Bounds, having never abandoned them, as follows:

Beginning at the Northeast corner of Lot 3, Plat "C", Amended North Meadow Estates Subdivision, said point being S89°28'48"W 1129.68 feet along the Quarter Section line, and S0°00'00"W 773.49 feet from the East 1/4 corner of Section 6, Township 5 South, Range 2 East of the Salt Lake Base and Meridian, and running thence along said Lot 3 boundary line the following five (5) course: (1) S0°18'49"W 96.09 feet; (2) S89°59'43"W 149.21 feet; (3) along a curve to the right 23.50 feet through a central angle of 89°46'16" having a radius of 15.00 feet and a chord that bears N45°07'09"W 21.17 feet; (4) N0°14'01"W 80.49 feet; (5) N89°45'59"E 165.06 feet to the point of beginning, containing 0.361 acres.

[for LOT "C", AMENDED NORTH MEADOW ESTATES SUBDIVISION within the SE ¼ of SEC. 6, T.5 S.,R.2 E. SLBM – 0.361 acres]

CERTIFICATE OF SERVICE

FOR THE VERIFICATION IS FOR THE TRUE AND CORRECT-COPY OF THE ORIGINAL OF THE:

DECLARATION [*Affidavit*]: NOTICE of Malicious Prosecution in violations of Law in Title 18 sections 241 and 242, un-Constitutional BAR attorney requirement, Destruction of Evidence, Forgery, Obstruction of Justice, withholding of evidence and denial of Brady material, in probable RICO violations in denial of Constitutional rights to *due process*, with Res Defendants' REJECTION & RESCISSION of Prosecution's offer of "Jury Trial", with offer of court required witness list, etc., provided in honor by Res Defendants for agreed "Trial by Jury of Peers", with NO understanding nor consent to these proceedings,

AS INDICATED BELOW.

DAVID O. LEAVITT (Prosecution Counsel of record)
Utah County Attorney
JARED PERKINS (*recused*)
Deputy Utah County Attorney
- Criminal Division
100 East Center Street, Suite 2100
Provo Utah 84606

USPS Certified Mail: # 7020 0410 0002 9777 7610

Respectfully,

by Paul-Kenneth Cromar
Paul-Kenneth Cromar - EXECUTOR
c/o 9870 N. Meadows Dr.
Utah County
Cedar Hills,
Utah state [84062]

Standing on Land Patent #392
- part and parcel thereof

June 6th, 2022



Exhibit A

REJECTION & RESCISSION OF ALL OFFERS TO CONTRACT

**as “We do not understand nor do we consent
to these proceedings of a jurisdiction established on the record as foreign to us,
of self-VOIDED Juris, and acting in denial of Constitutional *due process*
and for Destruction of Evidence in Fraud and Swindle in Dishonor”**

Regarding two (2):

“RULING – NOTICE OF DOCUMENTS NOT RECEIVED BY THE COURT”

and

STATE’S PROPOSED JURY INSTRUCTIONS

The Order of the Court is stated below:

Dated: June 01, 2022

02:13:43 PM

At the direction of:

/s/ CHRISTINE JOHNSON

District Court Judge

by

/s/ AMBER EVANS

District Court Clerk

REJECTION & RESCISSION
4TH DISTRICT COURT - PROVO
OF OFFER TO CONTRACT - June 6, 2022

STATE OF UTAH,

Plaintiff,

vs.

PAUL KENNETH CROMAR,

Defendant.

RULING

NOTICE OF DOCUMENTS NOT RECEIVED BY
THE COURT

Case No: 201402860

Judge: JOHNSON, CHRISTINE

Date: June 1, 2022

as, "We do not understand nor do we consent to these proceedings of a jurisdiction established on the record as foreign to us, of self-VOIDED Juris, for fraudulent

action(s) in denial of Constitutional due

The court is in receipt of a filing from the defendant that was sent via the Provo filing email and by mail to the court. The document was received by email on May 20, 2022, and by mail on May 24, 2022, titled 'Rebuttal *Affidavit* Declaration:: We do not understand nor do we consent to these proceedings of a jurisdiction established on the record as foreign to us, of self-VOIDED juris, for action(s) in denial of Constitutional due process, and for Destruction of Evidence in Fraud and Swindle in Dishonor.'

The court is not receiving these documents because the defendant has been appointed a public defender and should have all pleadings filed through the Utah County Public Defender's office.

RESCINDED

End Of Order - Signature at the Top of the First Page

CERTIFICATE OF NOTIFICATION

I certify that a copy of the attached document was sent to the following people for case 201402860 by the method and on the date specified.

MAIL: PAUL KENNETH CROMAR 9870 N MEADOW DRIVE PO BOX 942, PLEASANT GROVE CEDAR HILLS, UTAH 84062

EMAIL: DEFENDER PUBLIC receptionist@utcpd.com

EMAIL: DAVID LEAVITT DCOURT@UTAHCOUNTY.GOV

EMAIL: PAUL KENNETH CROMAR kencromar5@gmail.com

REJECTED

06/01/22

/s/ AMBER EVANS

Date: _____

Signature

The Order of the Court is stated below:

Dated: June 01, 2022
02:13:51 PM

At the direction of:
/s/ CHRISTINE JOHNSON
District Court Judge

by
/s/ AMBER EVANS
District Court Clerk

REJECTION & RESCISSION
4TH DISTRICT COURT - PROVO
OF OFFER TO CONTRACT - June 6, 2022
UTAH COUNTY, STATE OF UTAH

STATE OF UTAH,
Plaintiff,

vs.
BARBARA ANN CROMAR,
Defendant.

RULING

NOTICE OF DOCUMENTS NOT RECEIVED BY
THE COURT

Case No: 201402868

Judge: CHRISTINE JOHNSON

Date: June 1, 2022

as, "We do not understand nor do we consent to these proceedings of a jurisdiction established on the record as foreign to us, of self-VOIDED Juris, for fraudulent

action(s) in denial of Constitutional due

The court is in receipt of a filing from the defendant that was sent via the Provo filing email and by mail to the court. The document was received by email on May 20, 2022, and by mail on May 24, 2022, titled 'Rebuttal *Affidavit* Declaration: We do not understand nor do we consent to these proceedings of a jurisdiction established on the record as foreign to us, of self-VOIDED juris, for action(s) in denial of Constitutional due process, and for Destruction of Evidence in Fraud and Swindle in Dishonor.'

The court is not receiving these documents because the defendant has been appointed a public defender and should have all pleadings filed through the Utah County Public Defender's office.

RESCINDED

End Of Order - Signature at the Top of the First Page

CERTIFICATE OF NOTIFICATION

I certify that a copy of the attached document was sent to the following people for case 201402868 by the method and on the date specified.

MAIL: BARBARA ANN CROMAR 9870 N MEADOW DRIVE PO BOX 942, PLEASANT GROVE CEDAR HILLS, UTAH 84062

EMAIL: DEFENDER PUBLIC receptionist@utcpd.com

EMAIL: DAVID LEAVITT DCOURT@UTAHCOUNTY.GOV

EMAIL: BARBARA ANN CROMAR barbaracromar@gmail.com

REJECTED

06/01/22

/s/ AMBER EVANS

Date: _____

Signature

REJECTION & RESCISSION

DAVID LEAVITT #5990

Utah County Attorney

JARED PERKINS #11246

Deputy Utah County Attorney

100 East Center, Suite 2100

Provo, Utah 84606

Email: tleadm.dcourt@state.ut.us

Telephone: (801) 851-8026

Facsimile: (801) 851-8051

OF OFFER TO CONTRACT – June 6, 2022

as, “We do not understand nor do we consent to these proceedings of a jurisdiction

established on the record as foreign to us,

IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR UTAH COUNTY
STATE OF UTAH

of self-VOIDED Juris, for fraudulent

action(s) in denial of Constitutional due process in Malicious Prosecution and denial of rights and violation of numerous statutes”

THE STATE OF UTAH,
Plaintiff,

STATE'S PROPOSED JURY
INSTRUCTIONS

vs.

PAUL KENNETH CROMAR
a.k.a. Paul-Kenneth: Cromar, and

BARBARA ANN CROMAR
a.k.a. Barbara-Ann: Cromar,

Defendants.

RESCINDED

Case Nos. 201402860
201402868

Judge Christine Johnson

The State of Utah, by and through Deputy Utah County Attorney Jared Perkins,
proposes that the instructions attached hereto be given to the jury in the trial of this case.

DATED this 31st day of May 2022.

/s/ Jared Perkins
JARED PERKINS
Attorney for Plaintiff

REJECTED

IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR UTAH COUNTY
STATE OF UTAH

**REJECTION & RESCISSION
OF OFFER TO CONTRACT – June 6, 2022**

STATE OF UTAH,

Plaintiff,

vs. **“We do not understand nor do we consent**

PAUL KENNETH CROMAR
a.k.a. Paul-Kenneth: Cromar, and

BARBARA ANN CROMAR
a.k.a. Barbara-Ann: Cromar,

Defendants.

INSTRUCTIONS TO THE JURY

Case Nos. 201402860
201402868

Judge Christine Johnson

MEMBERS OF THE JURY:

**of self VOIDED Juris, for fraudulent
action(s) in denial of Constitutional due
process in Malicious Prosecution and denial
of rights and violation of numerous statutes”**

INSTRUCTION NO. _____

Introduction¹

You have been selected and sworn as the jury in this case. The defendants are accused of committing one or more crimes. You will decide if each defendant is guilty or not guilty. I will give you some instructions now and some later. You are required to consider and follow all my instructions. Keep an open mind throughout the trial. At the end of the trial you will discuss the evidence and reach a verdict. You took an oath to “well and truly try the issues pending between the parties” and to “render a true and just verdict.” The oath is your promise to do your duty as a member of the jury. Be alert. Pay attention. Follow my instructions.

REJECTED

¹ CR101, Model Utah Jury Instructions, 2d ed. (“MUJI 2d”).

INSTRUCTION NO. _____

REJECTION & RESCISSION

Information, Plea and Burden of Proof²

OF OFFER TO CONTRACT – June 6, 2022

The prosecution has filed a document—called an “Information”—that contains the charges against the defendants. The Information is not evidence of anything. It is only a method of accusing a defendant of a crime. The Information will now be read:

as, “We do not understand nor do we consent to these proceedings of a jurisdiction established on the record as foreign to us, of self-VOIDED Juris, for fraudulent action(s) in denial of Constitutional due process in Malicious Prosecution and denial of rights and violation of numerous statutes”

The State of Utah charges the defendants, Paul Kenneth Cromar and Barbara Ann Cromar, with committing the following offenses:
COUNT 1: BURGLARY, in violation of Utah Code § 76-6-202, in that between April 23, 2020 and September 24, 2020, in Utah County, Utah, the defendants, Paul Kenneth Cromar and Barbara Ann Cromar, entered or remained unlawfully in a dwelling or any portion of a dwelling with intent to commit a felony or theft.

COUNT 2: WRONGFUL APPROPRIATION, in violation of Utah Code § 76-6-404.5, in that between April 23, 2020 and September 24, 2020, in Utah County, Utah, the defendants, Paul Kenneth Cromar and Barbara Ann Cromar, obtained or exercised unauthorized control over the property of another, without the consent of the owner or legal custodian and with intent to temporarily appropriate, possess, or use the property or to temporarily deprive the owner or legal custodian of possession of the property.

RESCINDED

The defendants have entered pleas of not guilty and deny committing the crimes. Every crime has component parts called “elements.” The prosecution must prove each element beyond a reasonable doubt. Until then, you must presume that each defendant is not guilty. The defendants do not have to prove anything. They do not have to testify, call witnesses, or present evidence.

REJECTED

² CR102, MUJI 2d.

INSTRUCTION NO. _____

REJECTION & RESCISSION

Proof Beyond a Reasonable Doubt³

OF OFFER TO CONTRACT – June 6, 2022

The prosecution has the burden of proving the defendants guilty beyond a reasonable doubt. Some of you may have served as jurors in civil cases, where you were told that it is only

necessary to prove that a fact is more likely true than not true. In criminal cases, the

as, “We do not understand nor do we consent prosecution’s proof must be more powerful than that. It must be beyond a reasonable doubt.

Proof beyond a reasonable doubt is proof that leaves you firmly convinced of each defendant’s

guilt. There are very few things in this world that we know with absolute certainty, and in

criminal cases the law does not require proof that overcomes every possible doubt. If, based on

your consideration of the evidence, you are firmly convinced that the defendants are guilty of

the crimes charged, you must find them guilty. If, on the other hand, you think there is a real

possibility that either is not guilty, you must give him or her the benefit of the doubt and find

them not guilty.

RESCINDED

REJECTION & RESCISSION OF OFFER TO CONTRACT

REJECTED

³ CR103, MUJI 2d.

INSTRUCTION NO. _____

REJECTION & RESCISSION

Presumption of Innocence⁴

OF OFFER TO CONTRACT – June 6, 2022

Remember, the fact that the defendants are charged with a crime is not evidence of guilt.

The law presumes that the defendants are not guilty of the crimes charged. This presumption

persists unless the prosecution's evidence convinces you beyond a reasonable doubt that the
as, **“We do not understand nor do we consent**
defendants are guilty.

**to these proceedings of a jurisdiction
established on the record as foreign to us,
of self-VOIDED Juris, for fraudulent
action(s) in denial of Constitutional *due*
process in Malicious Prosecution and denial
of rights and violation of numerous statutes”**

RESCINDED

REJECTION & RESCISSION
OF OFFER TO CONTRACT

REJECTED

⁴ CR104, MUJI 2d.

INSTRUCTION NO. _____

REJECTION & RESCISSION

Role of Judge, Lawyers, Parties & Jury⁵

OF OFFER TO CONTRACT – June 6, 2022

All of us – judge, lawyers, the defendants, and the jury – have different roles during the

trial:

- As the judge I will supervise the trial, decide legal issues, and instruct you on the law.
- The prosecutor and defendants will present evidence and try to persuade you to decide the case in one way or the other.
- As the jury, you must follow the law as you weigh the evidence and decide the factual issues. Factual issues relate to what did, or did not, happen in this case.

Neither the prosecutor, the defendants, nor I decide the case. That is your role. Do not be influenced by what you think our opinions might be. Make your decision based on the law given in my instructions and on the evidence presented in court.

as, “We do not understand nor do we consent to these proceedings of a jurisdiction established on the record as foreign to us, of self-VOIDED Juris, for fraudulent action(s) in denial of Constitutional due process in Malicious Prosecution and denial of rights and violation of numerous statutes”

RESCINDED

REJECTION & RESCISSION OF OFFER TO CONTRACT

REJECTED

⁵ Adapted from CV102A, MUJI 2d (“Role of the judge, jury, parties, lawyers [self-represented litigant version]”).

INSTRUCTION NO. _____

REJECTION & RESCISSION
Evidence⁶
OF OFFER TO CONTRACT – June 6, 2022

As jurors you will decide whether each defendant is guilty or not guilty. You must base your decision only on the evidence. Evidence usually consists of the testimony and exhibits

presented at trial. Testimony is what witnesses say under oath. Exhibits are things like documents, photographs, or other physical objects. The fact that the defendants have been accused of a crime and brought to trial is not evidence. What the lawyers and parties say is not evidence. For example, their opening statements and closing arguments are not evidence.

as, “We do not understand nor do we consent to these proceedings of a jurisdiction established on the record as foreign to us, of self-VOIDED Juris, for fraudulent action(s) in denial of Constitutional *due process* in Malicious Prosecution and denial of rights and violation of numerous statutes”

RESCINDED

REJECTION & RESCISSION
OF OFFER TO CONTRACT

REJECTED

⁶ CR106, MUJI 2d.

INSTRUCTION NO. _____

REJECTION & RESCISSION
Objections⁷
OF OFFER TO CONTRACT – June 6, 2022

Rules govern what evidence may be presented to you. On the basis of these rules, the lawyers and parties may object to proposed evidence. If they do, I will rule in one of two ways.

If I sustain the objection, the proposed evidence will not be allowed. If I overrule the objection, the evidence will be allowed. Do not evaluate the evidence on the basis of whether objections

are made.
as, “We do not understand nor do we consent to these proceedings of a jurisdiction established on the record as foreign to us, of self-VOIDED Juris, for fraudulent action(s) in denial of Constitutional *due process* in Malicious Prosecution and denial of rights and violation of numerous statutes”

RESCINDED

REJECTION & RESCISSION
OF OFFER TO CONTRACT

REJECTED

⁷ CR107, MUJI 2d.

REJECTION & RESCISSION
Order of the Trial⁸
OF OFFER TO CONTRACT – June 6, 2022

I will now explain how the trial will unfold. The prosecution will give its opening statement. An opening statement gives an overview of the case from one point of view and

summarizes what that lawyer thinks the evidence will show. The defendants may choose to make an opening statement right after the prosecutor or wait until after all of the prosecution's

evidence has been presented, or not make one at all. You will then hear the prosecution's evidence. Evidence is usually presented by calling and questioning witnesses. What they say is called testimony. A witness is questioned first by the lawyer who called that witness (direct examination) and then by the opposing lawyer (cross examination).

Consider all testimony, whether from direct or cross-examination, regardless of who calls the witness. After the prosecution has presented all its evidence, the defendants may present evidence, though the defendants have no duty to do so. If the defendants present evidence the prosecution may then present additional evidence.

After both sides have presented all their evidence, I will give you final instructions on the law you must follow in reaching a verdict. You will then hear closing arguments from the lawyers and parties. The prosecutor will speak first, followed by the defendants. Then the prosecutor speaks last, because the government has the burden of proof. Finally, you will deliberate in the jury room. You may take your notes with you. You will discuss the case and reach a verdict.

REJECTED

⁸ CR108, MUJI 2d.

INSTRUCTION NO. _____

REJECTION & RESCISSION

Conduct of Jurors⁹

OF OFFER TO CONTRACT – June 6, 2022

From time to time I will call a recess. It may be for a few minutes or longer. During recesses, do not talk about this case with anyone – not family, not friends, not even each other.

Until the trial is over, do not mingle or talk with the lawyers, parties, witnesses, or anyone else connected with the case. Court clerks or bailiffs can answer general questions, such as the length of breaks or the location of restrooms. But they cannot comment about the case or anyone involved. The goal is to avoid the impression that anyone is trying to influence you improperly. If people involved in the case seem to ignore you outside of court, they are just following this instruction.

Until the trial is over, do not read or listen to any news reports about this case. If you observe anything that seems to violate this instruction, report it immediately to a clerk or bailiff.

RESCINDED

REJECTION & RESCISSION **OF OFFER TO CONTRACT**

REJECTED

⁹ CR109, MUJI 2d.

INSTRUCTION NO. _____

REJECTION & RESCISSION
Further Admonition About Electronic Devices¹⁰

OF OFFER TO CONTRACT – June 6, 2022

Jurors have caused serious problems during trials by using computer and electronic communication technology. You may be tempted to use these devices to investigate the case, or to share your thoughts about the trial with others. However, you must not use any of these electronic devices while you are serving as a juror.

as, “We do not understand nor do we consent to these proceedings of a jurisdiction established on the record as foreign to us, of self-VOIDED Juris, for fraudulent action(s) in denial of Constitutional due process in Malicious Prosecution and denial of rights and violation of numerous statutes”

You violate your oath as a juror if you conduct your own investigations or communicate about this trial with others, and you may face serious consequences if you do. Let me be clear: do not “Google” the parties, witnesses, issues, or counsel; do not “tweet” or text about the trial; do not use tablets or smart phones to gather or send information on the case; do not post updates about the trial on Facebook pages; do not use Wikipedia or other internet information sources, etc. Even using something as seemingly innocent as Google Maps can result in a mistrial.

Please understand that the rules of evidence and procedure have developed over hundreds of years in order to ensure the fair resolution of disputes. The fairness of the entire system depends on you reaching your decisions based on evidence presented to you in court, and not on other sources of information.

Post-trial investigations are common and can disclose these improper activities. If they are discovered, they will be brought to my attention and the entire case might have to be retried, at substantial cost.

RESCINDED

**REJECTION & RESCISSION
OF OFFER TO CONTRACT**

REJECTED

¹⁰ CR109B, MUJI 2d.

Notary Public as JURAT CERTIFICATE

Utah State

Utah County

United States of America

On this June 6, 2022 before me,

a Notary Public, personally appeared Paul-Kenneth: Cromar. & Barbara-Ann: Cromar who proved to me on the basis of satisfactory evidence to be the living man / woman whose Name is subscribed to the within attached instrument and acknowledged to Me that he /she executed the same in his authorized capacity, And that by his/her autograph(s) on the instrument the man/woman executed, the instrument known as

DECLARATION [*Affidavit*]:

NOTICE of Malicious Prosecution in violations of Law in Title 18 sections 241 and 242, un-Constitutional BAR attorney requirement, Destruction of Evidence, Forgery, Obstruction of Justice, withholding of evidence and denial of Brady material, in probable RICO violations in denial of Constitutional rights to *due process*, with Res Defendants' REJECTION & RESCISSION of Prosecution's offer of "Jury Trial", with offer of court required witness list, etc., provided in honor by Res Defendants for agreed "Trial by Jury of Peers", with NO understanding nor consent to these proceedings

I certify under PENALTY OF PERJURY under the lawful laws of

Utah state that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cheryl Lynne Davis

of Notary / Jurat



seal

INSTRUCTION NO. _____

REJECTION & RESCISSION

Closing Roadmap¹²

OF OFFER TO CONTRACT – June 6, 2022

Members of the jury, you now have all the evidence. Three things remain to be done: First, I will give you additional instructions that you will follow in deciding this case. Second,

the lawyers and parties will give their closing arguments. The prosecutor will go first, then the defense. Because the prosecution has the burden of proof, the prosecutor may give a rebuttal.

Finally, you will go to the jury room to discuss and decide the case.

as, “We do not understand nor do we consent to these proceedings of a jurisdiction established on the record as foreign to us, of self-VOIDED Juris, for fraudulent action(s) in denial of Constitutional *due process* in Malicious Prosecution and denial of rights and violation of numerous statutes”

RESCINDED

REJECTION & RESCISSION
OF OFFER TO CONTRACT

REJECTED

¹² CR201, MUJI 2d; Utah R. Crim. P. 17(g).

INSTRUCTION NO. _____

REJECTION & RESCISSION

Closing Arguments¹⁴

OF OFFER TO CONTRACT – June 6, 2022

When the lawyers and parties give their closing arguments, keep in mind that they are advocating their views of the case. What they say during their closing arguments is not

evidence. If the lawyers or parties say anything about the evidence that conflicts with what you remember, you are to rely on your memory of the evidence. If they say anything about the law

as, “We do not understand nor do we consent to these proceedings of a jurisdiction

that conflicts with these instructions, you are to rely on these instructions.

established on the record as foreign to us, of self-VOIDED Juris, for fraudulent action(s) in denial of Constitutional *due process* in Malicious Prosecution and denial of rights and violation of numerous statutes”

RESCINDED

REJECTION & RESCISSION
OF OFFER TO CONTRACT

REJECTED

¹⁴ CR203, MUJI 2d; Utah Code § 77-17-10 (1980); *State v. Hall*, 186, P.3d 970, 972 (Utah 1947).

INSTRUCTION NO. _____

REJECTION & RESCISSION

Legal Rulings¹⁵

OF OFFER TO CONTRACT – June 6, 2022

During the trial I have made certain rulings. I made those rulings based on the law, and not because I favor one side or the other. However,

- if I sustained an objection,
- if I did not accept evidence offered by one side or the other, or
- if I ordered that certain testimony be stricken,

then you must not consider those things in reaching your verdict.

as, “We do not understand nor do we consent to these proceedings of a jurisdiction established on the record as foreign to us, of self-VOIDED Juris, for fraudulent action(s) in denial of Constitutional *due process* in Malicious Prosecution and denial of rights and violation of numerous statutes”

RESCINDED

REJECTION & RESCISSION
OF OFFER TO CONTRACT

REJECTED

¹⁵ CR204, MUJI 2d; Utah Code § 77-17-10 (1980).

INSTRUCTION NO. _____

REJECTION & RESCISSION

Judicial Neutrality¹⁶

OF OFFER TO CONTRACT – June 6, 2022

As the judge, I am neutral. If I have said or done anything that makes you think I favor one side or the other, that was not my intention. Do not interpret anything I have done as indicating that I have any particular view of the evidence or the decision you should reach.

as, “We do not understand nor do we consent to these proceedings of a jurisdiction established on the record as foreign to us, of self-VOIDED Juris, for fraudulent action(s) in denial of Constitutional *due process* in Malicious Prosecution and denial of rights and violation of numerous statutes”

RESCINDED

REJECTION & RESCISSION
OF OFFER TO CONTRACT

REJECTED

¹⁶ CR205, MUJI 2d; e.g., *State v. Beck*, 2006 UT App 177, ¶11, 136 P.3d 1288; Utah Code of Judicial Conduct, Canon 3.

INSTRUCTION NO. _____

REJECTION & RESCISSION

Multiple Defendants in Joint Trial¹⁷

OF OFFER TO CONTRACT – June 6, 2022

There is more than one defendant on trial. If evidence was admitted only as to one defendant, you may consider it in connection with that defendant only. You must consider the charges against each defendant separately.

as, “We do not understand nor do we consent to these proceedings of a jurisdiction established on the record as foreign to us, of self-VOIDED Juris, for fraudulent action(s) in denial of Constitutional *due process* in Malicious Prosecution and denial of rights and violation of numerous statutes”

RESCINDED

REJECTION & RESCISSION
OF OFFER TO CONTRACT

REJECTED

¹⁷ CR414B, MUJI 2d.

INSTRUCTION NO. _____

REJECTION & RESCISSION

Elements - Count 1: Burglary as to Paul Kenneth Cromar¹⁸

OF OFFER TO CONTRACT - June 6, 2023

Paul Kenneth Cromar is charged in count 1 with Burglary, committed between April 23 and September 24, 2020. You cannot convict him of this offense unless, based on the evidence, you find beyond a reasonable doubt each of the following elements:

as, "We do not understand nor do we consent to these proceedings of a jurisdiction established on the record as foreign to us, of self-VOIDED Juris, for fraudulent action(s) in denial of Constitutional due process in Malicious Prosecution and denial of rights and violation of numerous statutes"

1. Paul Kenneth Cromar;
2. In Utah County, Utah;
3. Intentionally, knowingly, or recklessly;¹⁹
4. Entered, or remained unlawfully;
5. In a dwelling or portion of a dwelling;
6. With intent to commit either a felony or theft.

After you carefully consider all the evidence in this case, if you are convinced that each and every element has been proven beyond a reasonable doubt, then you must find Paul Kenneth Cromar GUILTY. On the other hand, if you are not convinced that each and every element has been proven beyond a reasonable doubt, then you must find him NOT GUILTY.

RESCINDED

**REJECTION & RESCISSION
OF OFFER TO CONTRACT**

REJECTED

¹⁸ Utah Code § 76-6-202 (2012).

¹⁹ Utah Code § 76-2-102 (1983) (“[W]hen the definition of the offense does not specify a culpable mental state and the offense does not involve strict liability, intent, knowledge, or recklessness shall suffice to establish criminal responsibility.”); and *id.* at § 76-6-202(1) (no culpable mental state specified for unlawful entry or remaining element).

INSTRUCTION NO. _____

REJECTION & RESCISSION

Elements - Count 1: Burglary as to Barbara Ann Cromar²⁰

OF OFFER TO CONTRACT - June 6, 2022

Barbara Ann Cromar is charged in count 1 with Burglary, committed between April 23 and September 24, 2020. You cannot convict her of this offense unless, based on the evidence, you find beyond a reasonable doubt each of the following elements:

as, "We do not understand nor do we consent to these proceedings of a jurisdiction established on the record as foreign to us, of self-VOIDED Juris, for fraudulent action(s) in denial of Constitutional due process in Malicious Prosecution and denial of rights and violation of numerous statutes"

1. Barbara Ann Cromar;
2. In Utah County, Utah;
3. Intentionally, knowingly, or recklessly;²¹
4. Entered, or remained unlawfully;
5. In a dwelling or portion of a dwelling;
6. With intent to commit either a felony or theft.

After you carefully consider all the evidence in this case, if you are convinced that each and every element has been proven beyond a reasonable doubt, then you must find Barbara Ann Cromar GUILTY. On the other hand, if you are not convinced that each and every element has been proven beyond a reasonable doubt, then you must find her NOT GUILTY.

RESCINDED

**REJECTION & RESCISSION
OF OFFER TO CONTRACT**

REJECTED

²⁰ Utah Code § 76-6-202 (2012).

²¹ Utah Code § 76-2-102 (1983) (“[W]hen the definition of the offense does not specify a culpable mental state and the offense does not involve strict liability, intent, knowledge, or recklessness shall suffice to establish criminal responsibility.”); and *id.* at § 76-6-202(1) (no culpable mental state specified for unlawful entry or remaining element).

INSTRUCTION NO. _____

Elements – Count 2: Wrongful Appropriation as to Paul Kenneth Cromar²²

REJECTION & RESCISSION
OF OFFER TO CONTRACT June 6, 2022

Paul Kenneth Cromar is charged in count 2 with Wrongful Appropriation, committed between April 23 and September 24, 2020. You cannot convict him of this offense unless, based on the evidence, you find beyond a reasonable doubt each of the following elements:

as, **“We do not understand nor do we consent**

1. Paul Kenneth Cromar;

2. In Utah County, Utah;

3. Obtained or exercised unauthorized control over the property of another;

4. Knowing that it was without the consent of the owner or legal custodian;

5. And with intent either:

a. To temporarily appropriate, possess, or use the property; or

b. To temporarily deprive the owner or legal custodian of possession of the

property;

6. And the value of the property exceeded \$5,000.²³

After you carefully consider all the evidence in this case, if you are convinced that each and every element has been proven beyond a reasonable doubt, then you must find Paul Kenneth Cromar GUILTY. On the other hand, if you are not convinced that each and every element has been proven beyond a reasonable doubt, then you must find him NOT GUILTY.

RESCINDED
REJECTION & RESCISSION
OF OFFER TO CONTRACT

REJECTED

²² Utah Code § 76-6-404.5 (2001).

²³ *Id.* at 76-6-412(1)(a)(i) (2022) and § 76-6-404.5(3)(a).

INSTRUCTION NO. _____

REJECTION & RESCISSION
Elements – Count 2: Wrongful Appropriation as to Barbara Ann Cromar²⁴

OF OFFER TO CONTRACT – June 6, 2022
Barbara Ann Cromar is charged in count 2 with Wrongful Appropriation, committed

between April 23 and September 24, 2020. You cannot convict her of this offense unless, based on the evidence, you find beyond a reasonable doubt each of the following elements:

as, “We do not understand nor do we consent

1. Barbara Ann Cromar;

to these proceedings of a jurisdiction

2. In Utah County, Utah;

established on the record as foreign to us,

3. Obtained or exercised unauthorized control over the property of another;

of self-VOIDED Juris, for fraudulent

4. Knowing that it was without the consent of the owner or legal custodian;

action(s) in denial of Constitutional due

5. And with intent either:

process in Malicious Prosecution and denial

of rights and violation of numerous statutes”

a. To temporarily appropriate, possess, or use the property; or

b. To temporarily deprive the owner or legal custodian of possession of the

property;

6. And the value of the property exceeded \$5,000.²⁵

RESCINDED
After you carefully consider all the evidence in this case, if you are convinced that each and every element has been proven beyond a reasonable doubt, then you must find Barbara Ann Cromar GUILTY. On the other hand, if you are not convinced that each and every element has been proven beyond a reasonable doubt, then you must find her NOT GUILTY.

REJECTION & RESCISSION
OF OFFER TO CONTRACT

REJECTED

²⁴ Utah Code § 76-6-404.5 (2001).

²⁵ *Id.* at 76-6-412(1)(a)(i) (2022) and § 76-6-404.5(3)(a).

INSTRUCTION NO. _____

REJECTION & RESCISSION

Wrongful Appropriation Is a Theft Offense

OF OFFER TO CONTRACT – June 6, 2022

An intent to commit, or the commission of, wrongful appropriation constitutes an intent to commit theft in the offense of burglary.²⁶

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RESCINDED

**REJECTION & RESCISSION
OF OFFER TO CONTRACT**

REJECTED

²⁶ Utah Code § 76-6-403 (1974) (“An accusation of theft may be supported by evidence that it was committed in any manner specified in Sections 76-6-404 through 76-6-410...”); and § 76-6-404.5(4) (“Wrongful appropriation is a lesser included offense of the offense of theft under Section 76 6 401.”).

REJECTION & RESCISSION
Definitions
OF OFFER TO CONTRACT – June 6, 2022

In these instructions, certain words and phrases are used which require definition in order that you may understand properly the nature of the crime charged, and in order that you may apply the law properly to the facts as you may find them. The definitions are as follows:

“Dwelling” means a building which is usually occupied by a person lodging in the building at night, whether or not a person is actually present.²⁷

“Enter” means intrusion of any part of the body; or intrusion of any physical object under control of the actor.²⁸

“Enter or remain unlawfully” means a person enters or remains in or on any premises when, at the time of the entry or remaining, the premises or any portion of the premises are not open to the public, and the actor is not otherwise licensed or privileged to enter or remain on the premises or any portion of the premises.²⁹

“Obtain” means, in relation to property, to bring about a transfer of possession or of some other legally recognized interest in property, whether to the obtainer or another.³⁰

“Property” means anything of value, including real estate.³¹

Unless these instructions give a definition, you should give all words their usual and ordinary meanings.³²

²⁷ Utah Code § 76-6-201(2) (2008).

²⁸ *Id.* at § 76-6-201(4).

²⁹ *Id.* at § 76-6-201(3).

³⁰ *Id.* at § 76-6-401(3) (2021).

³¹ *Id.* at § 76-6-401(5).

³² CR308, MUJI 2d.

INSTRUCTION NO. _____

REJECTION & RESCISSION

Proof of Mental State Required

OF OFFER TO CONTRACT - June 6, 2022

A person cannot be found guilty of a criminal offense unless that person's conduct is prohibited by law, AND at the time the conduct occurred, the defendant demonstrated a particular mental state specified by law.

as, **"We do not understand nor do we consent to these proceedings of a jurisdiction established on the record as foreign to us, of self-VOIDED Juris, for fraudulent action(s) in denial of Constitutional due process in Malicious Prosecution and denial of rights and violation of numerous statutes"**

"Conduct" can mean both an "act" or the failure to act when the law requires a person to act. An "act" is a voluntary movement of the body and it can include speech. As to the "mental state" requirement, the prosecution must prove that at the time the defendants acted (or failed to act), they did so with a particular mental state. For each offense, the law defines what kind of mental state the defendant had to have, if any. For some crimes the defendant must have acted "intentionally" or "knowingly." For other crimes it is enough that the defendant acted "recklessly," with "criminal negligence," or with some other specified mental state.

I will instruct you on the specific conduct and mental state that the prosecution must prove before the defendant can be found guilty of the crimes charged.

REJECTION & RESCISSION
OF OFFER TO CONTRACT

REJECTED

INSTRUCTION NO. _____

REJECTION & RESCISSION

Mental States

OF OFFER TO CONTRACT – June 6, 2022

to:

as, “We do not understand nor do we consent

- engage in certain conduct; or
- cause a certain result.³³

A person acts “knowingly” when the person:

- is aware of the nature of [his][her] conduct; or
- is aware of the particular circumstances surrounding [his] [her] conduct; or
- is aware that [his] [her] conduct is reasonably certain to cause a particular result.³⁴

A person acts “recklessly” when the person is aware of a substantial and unjustifiable risk that:

- certain circumstances exist relating to the person’s conduct, but the person consciously disregards the risk and acts anyway; or
- the person’s conduct will cause a particular result, but the person consciously disregards the risk and acts anyway.

The nature and extent of the risk must be of such a magnitude that disregarding it is a gross deviation from what an ordinary person would do in that situation.³⁵

“Conduct” means either an act or an omission.

REJECTION & RESCISSION OF OFFER TO CONTRACT

REJECTED

³³ CR302A, MUJI 2d.

³⁴ CR303A, MUJI 2d.

³⁵ CR301A, MUJI 2d.

INSTRUCTION NO. _____

REJECTION & RESCISSION
Inferring the Required Mental State³⁶

OF OFFER TO CONTRACT – June 6, 2022

The law requires that the prosecutor prove beyond a reasonable doubt that the defendant acted with a particular mental state. Ordinarily, there is no way that a defendant's

mental state can be proved directly because no one can tell what another person is thinking. A

as, **“We do not understand nor do we consent**
defendant's mental state can be proved indirectly from the surrounding facts and

to these proceedings of a jurisdiction
circumstances. This includes things like what the defendant said, what the defendant did, and

established on the record as foreign to us,
any other evidence that shows what was in the defendant's mind.

of self-VOIDED Juris, for fraudulent
action(s) in denial of Constitutional *due*
***process* in Malicious Prosecution and denial**
of rights and violation of numerous statutes”

RESCINDED

REJECTION & RESCISSION
OF OFFER TO CONTRACT

REJECTED

³⁶ CR213, MUJI 2d.

INSTRUCTION NO. _____

REJECTION & RESCISSION
OF OFFER TO CONTRACT Motive³⁷ **June 6, 2022**

A defendant's "mental state" is not the same as "motive." Motive is why a person does something. Motive is not an element of the crimes charged in this case. As a result, the prosecutor does not have to prove why the defendant acted.

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However, a motive or lack of motive may help you determine if the defendants did what they are charged with doing. It may also help you determine what their mental state was at the time.

RESCINDED

REJECTION & RESCISSION
OF OFFER TO CONTRACT

REJECTED

³⁷ CR214, MUJI 2d.

INSTRUCTION NO. _____

REJECTION & RESCISSION

Evidence: Closing Instruction³⁸

OF OFFER TO CONTRACT – June 6, 2022

You must base your decision only on the evidence that you saw and heard here in court.

Evidence includes:

- what the witnesses said while they were testifying under oath; and
- any exhibits admitted into evidence.

Nothing else is evidence. The lawyers' and parties' statements and arguments are not evidence.

Their objections are not evidence. My legal rulings and comments, if any, are not evidence.

In reaching a verdict, consider all the evidence as I have defined it here, and nothing else. You may also draw all reasonable inferences from that evidence.

as, “We do not understand nor do we consent to these proceedings of a jurisdiction established on the record as foreign to us, of self-VOIDED Juris, for fraudulent action(s) in denial of Constitutional due process in Malicious Prosecution and denial of rights and violation of numerous statutes”

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**REJECTION & RESCISSION
OF OFFER TO CONTRACT**

REJECTED

³⁸ CR206, MUJI 2d.

INSTRUCTION NO. _____

REJECTION & RESCISSION

Evidence: Direct and Circumstantial³⁹

OF OFFER TO CONTRACT – June 6, 2022

Facts may be proved by direct or circumstantial evidence. The law does not treat one type of evidence as better than the other.

Direct evidence can prove a fact by itself. It usually comes from a witness who perceived firsthand the fact in question. For example, if a witness testified he looked outside and saw it was raining, that would be direct evidence that it had rained.

Circumstantial evidence is indirect evidence. It usually comes from a witness who perceived a set of related events, but not the fact in question. However, based on that testimony someone could conclude that the fact in question had occurred. For example, if a witness testified that she looked outside and saw that the ground was wet and people were closing their umbrellas, that would be circumstantial evidence that it had rained.

Before you can find the defendants guilty of any charge, there must be enough evidence – direct, circumstantial, or some of both – to convince you of the defendants’ guilt beyond a reasonable doubt. It is up to you to decide.

REJECTION & RESCISSION OF OFFER TO CONTRACT

REJECTED

³⁹ CR210, MUJI 2d.

INSTRUCTION NO. _____

REJECTION & RESCISSION

Witness Credibility⁴⁰

OF OFFER TO CONTRACT - June 6, 2022

In deciding this case you will need to decide how believable each witness was. Use your judgment and common sense. Let me suggest a few things to think about as you weigh each witness's testimony:

- as, "We do not understand nor do we consent to these proceedings of a jurisdiction established on the record as foreign to us, and is self VOIDED Juris, for fraudulent action(s) in denial of Constitutional due process in Malicious Prosecution and denial of rights and violation of numerous statutes"**
- How good was the witness's opportunity to see, hear, or otherwise observe what the witness testified about?
 - Does the witness have something to gain or lose from this case?
 - Does the witness have any connection to the people involved in this case?
 - Does the witness have any reason to lie or slant the testimony?
 - Was the witness's testimony consistent over time? If not, is there a good reason for the inconsistency? If the witness was inconsistent, was it about something important or unimportant?
 - How believable was the witness's testimony in light of other evidence presented at trial?
 - How believable was the witness's testimony in light of human experience?
 - Was there anything about the way the witness testified that made the testimony more or less believable?

In deciding whether or not to believe a witness, you may also consider anything else you think is important.

You do not have to believe everything that a witness said. You may believe part and disbelieve the rest. On the other hand, if you are convinced that a witness lied, you may disbelieve anything the witness said. In other words, you may believe all, part, or none of a witness's testimony. You may believe many witnesses against one or one witness against many.

In deciding whether a witness testified truthfully, remember that no one's memory is perfect. Anyone can make an honest mistake. Honest people may remember the same event differently.

REJECTED

⁴⁰ CR207, MUJI 2d; Utah Code § 78B-1-128 (2008).

INSTRUCTION NO. _____

REJECTION & RESCISSION

Law Enforcement Officer's Testimony⁴¹

OF OFFER TO CONTRACT – June 6, 2022

You have heard the testimony of a law enforcement officer. The fact that a witness is employed in law enforcement does not mean that his or her testimony deserves more or less consideration than that of any other witness. It is up to you to give any witness' testimony whatever weight you think it deserves.

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REJECTION & RESCISSION
OF OFFER TO CONTRACT

REJECTED

⁴¹ CR407, MUJI 2d.

INSTRUCTION NO. _____

REJECTION & RESCISSION

Defendants' Testimony⁴²

OF OFFER TO CONTRACT – June 6, 2022

One or both defendants testified at trial. Another instruction mentions some things for you to think about in weighing testimony. Consider those same things in weighing the

defendant's testimony. Don't reject the defendant's testimony merely because he or she is accused of a crime.

as, “We do not understand nor do we consent to these proceedings of a jurisdiction established on the record as foreign to us, of self-VOIDED Juris, for fraudulent action(s) in denial of Constitutional *due process* in Malicious Prosecution and denial of rights and violation of numerous statutes”

RESCINDED

REJECTION & RESCISSION
OF OFFER TO CONTRACT

REJECTED

⁴² CR211A, MUJI 2d.

INSTRUCTION NO. _____

REJECTION & RESCISSION

Presumption of Innocence: Closing Instruction⁴³

OF OFFER TO CONTRACT – June 6, 2022

Remember, the fact that the defendants are charged with crimes is not evidence of guilt.

The law presumes that the defendants are not guilty of the crimes charged. This presumption

persists unless the prosecution's evidence convinces you beyond a reasonable doubt that the
as, "We do not understand nor do we consent
defendants are guilty.

**to these proceedings of a jurisdiction
established on the record as foreign to us,
of self-VOIDED Juris, for fraudulent
action(s) in denial of Constitutional *due*
process in Malicious Prosecution and denial
of rights and violation of numerous statutes"**

RESCINDED

**REJECTION & RESCISSION
OF OFFER TO CONTRACT**

REJECTED

⁴³ CR208, MUJI 2d; Utah Code § 76-1-501 (2013).

INSTRUCTION NO. _____

REJECTION & RESCISSION

Reasonable Doubt: Closing Instruction⁴⁴

OF OFFER TO CONTRACT - June 6, 2022

As I instructed you before, proof beyond a reasonable doubt is proof that leaves you firmly convinced of the defendants' guilt. There are very few things in this world that we know

with absolute certainty, and in criminal cases the law does not require proof that overcomes

every possible doubt. If the evidence leaves you firmly convinced that a defendant is guilty of a

crime charged, you must find that defendant "guilty." On the other hand, if there is a real

possibility that a defendant is not guilty, you must give that defendant the benefit of the doubt

and return a verdict of "not guilty."

as, "We do not understand nor do we consent to these proceedings of a jurisdiction established on the record as foreign to us, of self-VOIDED Juris, for fraudulent action(s) in denial of Constitutional *due process* in Malicious Prosecution and denial of rights and violation of numerous statutes"

RESCINDED

REJECTION & RESCISSION
OF OFFER TO CONTRACT

REJECTED

⁴⁴ CR209, MUJI 2d; *State v. Reyes*, 2005 UT 33, ¶37, 116 P.3d 305.

INSTRUCTION NO. _____

REJECTION & RESCISSION

Do Not Consider Punishment⁴⁵

OF OFFER TO CONTRACT – June 6, 2022

In making your decision, do not consider what punishment could result from a verdict of guilty. Your duty is to decide if the defendants are guilty beyond a reasonable doubt.

Punishment is not relevant to whether the defendants are guilty or not guilty.

as, “We do not understand nor do we consent to these proceedings of a jurisdiction established on the record as foreign to us, of self-VOIDED Juris, for fraudulent action(s) in denial of Constitutional *due process* in Malicious Prosecution and denial of rights and violation of numerous statutes”

RESCINDED

REJECTION & RESCISSION
OF OFFER TO CONTRACT

REJECTED

⁴⁵ CR215, MUJI 2d.

INSTRUCTION NO. _____

REJECTION & RESCISSION
Jury Deliberations⁴⁶

OF OFFER TO CONTRACT – June 6, 2022

In the jury room, discuss the evidence and speak your minds with each other. Open discussion should help you reach a unanimous agreement on a verdict. Listen carefully and

respectfully to each other's views and keep an open mind about what others have to say. I

as, **“We do not understand nor do we consent to these proceedings of a jurisdiction**

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action(s) in denial of Constitutional due

process in Malicious Prosecution and denial

of rights and violation of numerous statutes”

to pressure from other jurors, or just to get the case over with. In the end, your vote must be your own.

Because this is a criminal case, every single juror must agree with the verdict before the

defendant can be found “guilty” or “not guilty.” In reaching your verdict you may not use

methods of chance, such as drawing straws or flipping a coin. Rather, the verdict must reflect

your individual, careful, and conscientious judgment as to whether the evidence presented by

the prosecutor proved each charge beyond a reasonable doubt.

RESCINDED

REJECTION & RESCISSION
OF OFFER TO CONTRACT

REJECTED

⁴⁶ CR216, MUJI 2d.

INSTRUCTION NO. _____

REJECTION & RESCISSION

Foreperson Selection and Duties⁴⁷

OF OFFER TO CONTRACT – June 6, 2022

Among the first things you should do when you go to the jury room to deliberate is to appoint someone to serve as the jury foreperson. The foreperson should not dominate the jury's

discussion, but rather should facilitate the discussion of the evidence and make sure that all

members of the jury get the chance to speak. The foreperson's opinions should be given the

same weight as those of other members of the jury. Once the jury has reached a verdict, the

foreperson is responsible for filling out and signing the verdict form on behalf of the entire jury.

There are two verdict forms, one for each defendant. You must complete both verdict

forms. Both verdict forms will have two blanks for each offense: one for "guilty" and the other

for "not guilty." The foreperson will fill in the appropriate blank to reflect the jury's unanimous

decisions on each offense for both defendants. In filling out the form, the foreperson needs to

make sure that only one blank is marked for each charge.

RESCINDED

**REJECTION & RESCISSION
OF OFFER TO CONTRACT**

REJECTED

⁴⁷ CR217, MUJI 2d.

Instructions numbered from 1 through _____ given to the Jury this _____ day of

REJECTION & RESCISSION
OF OFFER TO CONTRACT BY THE COURT **June 6, 2022**

as, “We do not understand ^{CHRISTINE JOHNSON} ~~not do we~~ consent
to these proceedings of a jurisdiction
established on the record as foreign to us,
of self-VOIDED Juris, for fraudulent
action(s) in denial of Constitutional *due*
process in Malicious Prosecution and denial
of rights and violation of numerous statutes”
District Court Judge

RESCINDED

REJECTION & RESCISSION
OF OFFER TO CONTRACT

REJECTED

IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR UTAH COUNTY
STATE OF UTAH

**REJECTION & RESCISSION
OF OFFER TO CONTRACT – June 6, 2022**

STATE OF UTAH,

VERDICT FORM

Plaintiff,

vs. **“We do not understand nor do we consent**

PAUL KENNETH CROMAR

a.k.a. Paul-Kenneth Cromar,

Defendant.

Case No. 201402860

Judge Christine Johnson

**established on the record as foreign to us,
of self-VOIDED Juris, for fraudulent
action(s) in denial of Constitutional due
process in Malicious Prosecution and denial
of rights and violation of numerous statutes”**

We, the jury impaneled in the matter of the State of Utah versus Paul Kenneth Cromar,
find the defendant (check one box only):
As to count 1: BURGLARY:

Guilty

Not guilty.

As to count 2: WRONGFUL APPROPRIATION:

Guilty

Not guilty.

DATED this _____ day of _____, 20_____.

**REJECTION & RESCISSION
OF OFFER TO CONTRACT**

JURY FOREPERSON

REJECTED

IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR UTAH COUNTY
STATE OF UTAH

**REJECTION & RESCISSION
OF OFFER TO CONTRACT – June 6, 2022**

STATE OF UTAH,

VERDICT FORM

Plaintiff,

as, **“We do not understand nor do we consent**

vs.

BARBARA ANN CROMAR

a.k.a. Barbara-Ann: Cromar,

Case No. 201402868

Defendant.

Judge Christine Johnson

**to these proceedings of a jurisdiction
established on the record as foreign to us,
of self-VOIDED Juris, for fraudulent**

We, the jury impaneled in the matter of the State of Utah versus Barbara Ann Cromar,
find the defendant (check one box only):

**action(s) in denial of Constitutional due
process in Malicious Prosecution and denial
of rights and violation of numerous statutes”**

As to count 1: BURGLARY:

Guilty

Not guilty.

As to count 2: WRONGFUL APPROPRIATION:

Guilty

Not guilty.

DATED this _____ day of _____, 20____.

**REJECTION & RESCISSION
OF OFFER TO CONTRACT**

JURY FOREPERSON

REJECTED

EXHIBIT "B"

Certified Copy of the **Docket** front page **ONLY**, as of **XXX**,
to identify the parties fraudulently listed as "Prosecutor" and "Represented by".

4TH DISTRICT COURT - PROVO
UTAH COUNTY, STATE OF UTAH

STATE OF UTAH vs. PAUL KENNETH CROMAR

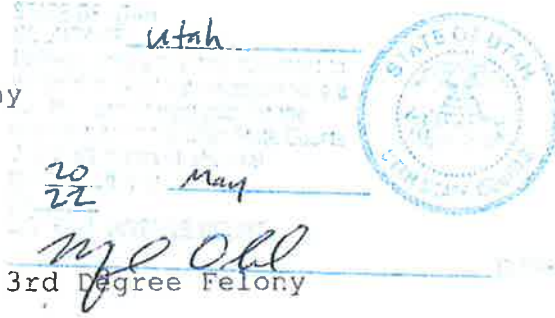
CASE NUMBER 201402860 State Felony

Defendants PAUL KENNETH CROMAR, BARBARA ANN CROMAR are linked.

CHARGES

Charge 1 - 76-6-202 - BURGLARY - 2nd Degree Felony
Offense Date: April 23, 2020
Location: UTAH COUNTY, UT
Mandatory Appearance

Charge 2 - 76-6-404.5 - WRONGFUL APPROPRIATION - 3rd Degree Felony
Offense Date: April 23, 2020
Location: UTAH COUNTY, UT
Mandatory Appearance



CURRENT ASSIGNED JUDGE

CHRISTINE JOHNSON

PARTIES

Plaintiff - STATE OF UTAH
Represented by: DAVID LEAVITT

Defendant - PAUL KENNETH CROMAR
Represented by: DEFENDER PUBLIC
Represented by: LISA MAXINE ESTRADA
Represented by: M JARED PERKINS

Also Known As - PAUL-KENNETH CROMAR(PAUL KENNETH CROMAR)

Other Party - EUGENE PAUL RICHARDSON

DEFENDANT INFORMATION

Defendant Name: PAUL KENNETH CROMAR
Offense Tracking Number: 60760691
Date of Birth: May 05, 1959
Jail Booking Number: 338468
Law Enforcement Agency: UTAH COUNTY SHERIFF
LEA Case Number: 201402860
Officer Name: ROBERT WILSON
Prosecuting Agency: UTAH COUNTY
Agency Case Number: 20B-2321
Arrest Date: September 24, 2020
Violation Date: 04-23-2020

ACCOUNT SUMMARY

Total Revenue Amount Due:	327.58
Amount Paid:	327.58

4TH DISTRICT COURT - PROVO
UTAH COUNTY, STATE OF UTAH

STATE OF UTAH vs. BARBARA ANN CROMAR

Case Number 201402868 State Felony

Defendants PAUL KENNETH CROMAR, BARBARA ANN CROMAR are linked.

CHARGES

Charge 1 - 76-6-202 - BURGLARY - 2nd Degree Felony
Offense Date: April 23, 2020
Location: UTAH COUNTY, UT
Plea: November 04, 2021 Not Guilty
Mandatory Appearance



Charge 2 - 76-6-404.5 - WRONGFUL APPROPRIATION - 3rd Degree Felony
Offense Date: April 23, 2020
Location: UTAH COUNTY, UT
Plea: November 04, 2021 Not Guilty
Mandatory Appearance

CURRENT ASSIGNED JUDGE
CHRISTINE JOHNSON

PARTIES

Plaintiff - STATE OF UTAH
Represented by: DAVID LEAVITT

Defendant - BARBARA ANN CROMAR
Represented by: DEFENDER PUBLIC
Represented by: LISA MAXINE ESTRADA
Represented by: M JARED PERKINS

Also Known As - BARBARA- ANN CROMAR (BARBARA ANN CROMAR)

Other Party - EUGENE PAUL RICHARDSON

DEFENDANT INFORMATION

Defendant Name: BARBARA ANN CROMAR
Offense Tracking Number: 60760709
Date of Birth: January 26, 1963
Jail Booking Number: 398469
Law Enforcement Agency: UTAH COUNTY SHERIFF
Officer Name: ROBERT WEIDLEIN
Prosecuting Agency: UTAH COUNTY
Agency Case Number: 20B-2321-2
Arrest Date: September 24, 2020
Violation Date: 04-23-2020

ACCOUNT SUMMARY

Paper Bond Totals Posted: 5,000.00



UTAH COUNTY ATTORNEYS OFFICE
 Civil Division
 100 East Center Street, Ste 206 HC
 Provo, UT 84606

US POSTAGE \$000.53⁹



ZIP 84606
 041M11299193

6-4-22

POSTAGE DUE 3.97

KEN & BARBARA CROMAR
 P.O. Box 942
 Pleasant Grove, UT 84062



PLEASANT GROVE
 180 S 100 W
 PLEASANT GROVE, UT 84062-6200
 (800)275-8777

06/06/2022 05:28 PM

Product	Qty	Unit Price	Price
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Postg Due Invoice			\$3.97
Type: Short Paid/Other Postage Due			

Grand Total:			\$3.97
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Credit Card Remitted			\$3.97
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Card Name: AMEX
 Account #: XXXXXXXXXXX3008
 Approval #: 860464
 Transaction #: 729
 AID: A000000025010801 Chip
 AL: AMERICAN EXPRESS
 PIN: Not Required

 Every household in the U.S. is now
 eligible to receive a third set
 of 8 free test kits.
 Go to www.covidtests.gov

In a hurry? Self-service kiosks offer