

No. _____

IN THE
SUPREME COURT OF THE UNITED STATES

Rockney Willard Martineau — PETITIONER
(Your Name)

vs.

STATE OF ARIZONA, Arizona Attorney General — RESPONDENT(S)
Att: Shawn Steinberg
ON PETITION FOR A WRIT OF CERTIORARI TO

ARIZONA SUPREME COURT
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

Rockney Willard Martineau, 064566
(Your Name) Red Rock Corrections

1752 E. Arica Road
(Address)

Eloy, Arizona 85131
(City, State, Zip Code)

None

(Phone Number)

QUESTION(S) PRESENTED

Question 1. (Account / Escrow Closed)

With the "Claim - Order" paper (e.g. offering(s) Accepted For Value and returned to the Source to ground for discharge and Settlement, of which part of _____ Settlement as interest, was transferred to the State of Utah, with the "Expectancy", (remaining), was released to the United States Treasury - direct via Petitioners Social Security account number to account for, obliterate, and extinguish that debt, duty and/or obligation dollar for dollar. See 50 USC 4305(a)(2).

Was the respondent(s) negligent in not providing the reserves for the lower Court, the very Court that endorsed that odious debt of dollars measured in international units (e.g. metric, negative dollars) as the - \$75,000 (Bond), to lift that administrative hold against Petitioner's resident / registered name due to the Settlement having occurred by operation - of - law from the said interest and Expectancy already dispersed respectively from ab initio of an or about February 25, 2016 to when Settlement occurred on or about May of 2019?

Question 2. (Instruments Gifted to United States)

In his attempt to bring the event described in question #1 to the lower, original court, and finally to the most recent Supreme Court (Arizona), all "Orders" of "denial" and "dismissals", were also Accepted For Value - Converting these ORDERS into money (orders) then deposited into the U.S. Treasury, only now Gifted (Genuine Interest Free of Taxes) to the United States to reduce the Public Debt per 31 USC 3113, notwithstanding the Public Debt not going higher, but rather inversely lower or internal to infinity as dollars (Metric) measured in international units. It is preferred to go higher, as the higher it goes, the closer to zero (-0-) you get from the Public Policy goal of HJR-192 of June 5, 1933. Nevertheless, higher or lower, these instruments were settled as a GIFT, and therefore;

Is this not further caused to lift the administrative hold against Petitioner's resident / registered name as described in Question #1 ?

LIST OF PARTIES

All parties appear in the caption of the case on the cover page.

All parties **do not** appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

RELATED CASES

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STATUTES AND RULES

UCC 1-204(44)(A-D), definition of Value : ARS 47-1204(44)(A-D)	[not cited in text]
UCC, chapter 3, article 1-6: ARS 47, chapter 3, article 1-6	[not cited in text]

OTHER HJR-192 of June 5, 1933

31 USC 3113	• • • • • • • • •	• • • •	•	•
50 USC 4305	• • • • • • • • •	• • • •	•	•
USC Const. Sec. 10, Cl. 1	• • • • • • • • •	• • • •	•	•
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IN THE
SUPREME COURT OF THE UNITED STATES
PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

OPINIONS BELOW

For cases from **federal courts**:

The opinion of the United States court of appeals appears at Appendix _____ to the petition and is

reported at _____; or,
 has been designated for publication but is not yet reported; or,
 is unpublished.

The opinion of the United States district court appears at Appendix _____ to the petition and is

reported at _____; or,
 has been designated for publication but is not yet reported; or,
 is unpublished.

For cases from **state courts**:

The opinion of the highest state court to review the merits appears at Appendix _____ to the petition and is

reported at _____; or,
 has been designated for publication but is not yet reported; or,
 is unpublished.

The opinion of the ARIZONA SUPREME COURT court appears at Appendix _____ to the petition and is

reported at _____; or,
 has been designated for publication but is not yet reported; or,
 is unpublished.

JURISDICTION**[] For cases from federal courts:**

The date on which the United States Court of Appeals decided my case was _____.

[] No petition for rehearing was timely filed in my case.

[] A timely petition for rehearing was denied by the United States Court of Appeals on the following date: _____, and a copy of the order denying rehearing appears at Appendix _____.

[] An extension of time to file the petition for a writ of certiorari was granted to and including _____ (date) on _____ (date) in Application No. A .

The jurisdiction of this Court is invoked under 28 U. S. C. § 1254(1).

✓ For cases from state courts:

see APPENDIX-A, pp 43,44

The date on which the highest state court decided my case was 11/19/2021.
A copy of that decision appears at Appendix A.

[] A timely petition for rehearing was thereafter denied on the following date: _____, and a copy of the order denying rehearing appears at Appendix _____.

[] An extension of time to file the petition for a writ of certiorari was granted to and including _____ (date) on _____ (date) in Application No. A .

The jurisdiction of this Court is invoked under 28 U. S. C. § 1257(a).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

U.S.C. Sec.10, Cl 1:

"No law impairing the obligation of Contracts".

Ariz. Const. Article 2, Sec. 25

"No law impairing the obligation of Contracts".

50 U.S.C. 4305(1)(2): Acquittance and Discharge for payments etc made to the United States.

31 U.S.C. 3113 - Accepting Gifts.

Arizona Revised Statutes, Title: 47-1204 (UCC). Defines "Value"

44 (A-D)

STATEMENT OF CASE

STATEMENT OF THE CASE

Note: You may skip the Opening Comment as it serves only to lay the foundation as to how and why the U.S. citizen, for most Americans, is merely their resident, registered name from their Birth Certificates as the "PERSON" that is always referred to in government documents/offers that the American National represents in the Public economically due to the prohibition and removal of the money of substance pursuant to the Public Policy of HJR-192 of 06/05/1933.

Opening Comment:

Prior to 1933, only about 20% of the American people were using gold and silver as a medium of exchange; the rest were using fiat currency based on goods and services or the barter system. As a result of the major, although silent and secretive event that took place in 1931, which was the Federal government filing Chapter 11 bankruptcy reorganization over the Revolutionary War debt, a worthy and understandable obligation to incur in order to create a free nation for future generations, the newly elected 73rd (Democrat) Congress was ordered by the European banking cartel-creditors to confiscate all the gold. Roosevelt's first Executive Order did just that. Since Executive Orders have no force and effect for 60 days, then came the infamous House Joint Resolution 192 (HJR-192) of June 5th 1933, which "Abrogated the Gold Clause and Suspended the Gold Standard" in the Constitution. This was just a Resolution in the 1st Session of the 73rd Congress, but made Public Law in the 10th Session of the 73rd - hence, also known as P.L.73-10. Normally, if Congress passes law that is in harmony with the Constitution then it can apply to the people in the continental United States, or at least the governments, but if not in harmony, then only to Washington, DC and the territories. Of course, that assumes it is the 1789 Constitution and not the 1871 "Re-Constitution", of which the latter can be changed as needed to conform to a changing society and the former can only get suspended (which Lincoln did) if ratification is not probable.

At this point the reader is probably assuming the Petitioner is, as he has been accused of before, a "Constitutionalist", which, at the time, the Petitioner found a bit odd since the accuser was a probation supervisor and it was the Constitution as the reason she had a job.

Some believe the 14th amendment was to protect and make sure the freed slaves had all the same privileges and immunities as the rest of Americans and also the reason for requiring the new concept of Birth Certificates, and that a "citizen" is merely the property of the State as opposed to an "American National" and that the name on the Birth Certificate is an artificial PERSON that has evolved into being used in commerce by a bankrupt government and the people in order to function in this new economy, or "New Deal" as it were.

2 STATEMENT OF CASE

STATEMENT OF THE CASE

continued.....

The above requirements for an agent when secretly using a sovereign's name in commerce for the unlawful benefit of the State and/or themselves, may have evolved in the simplicity of using, instead, the "1193-A Letter of Credit" wherein the electronic profile of the U.S. citizen's particulars such as its Social Security number, birth date, Deadman Statute Staples (eg bond) all comprised in the account/case number, issued to or from the Treasury, as a way to pay for the charge(s). But if with that method, then why weren't the charges paid for as evidenced by the Petitioner having been confined in jail for 19 months and currently in the ADOC? Did the State and/or County embezzle from both the government and Petitioner?

This is a rhetorical and moot question as the Petitioner is now the recognized "Entitlement Holder" to all the financial assets created from this Trust in coming full circle with the U.S. Treasury as the "Securities Intermediary". See the attached "Entitlement Order", the purpose of which is that if the debt from this account is obliterated and extinguished by operation of law, never to be reissued again for the Petitioner's "Safe Harbor and Quiet Enjoyment of Person and Property", and yet He is still detained with the administrative-hold not lifted, then at the very least, Petitioner/Entitlement Holder, is entitled to a poultry amount of his inheritance that he can use while still confined since it is no longer abandoned property.

REASONS FOR GRANTING THE PETITION

Petitioner logically concludes that if the Federal government allows an individual to gift money, in this case, Petitioner's Security interest in the instruments gifted, or property etc, to the United States to reduce the Public Debt, and the government does accept said gifts in accordance with 31 USC 3113 of which a "Full acquittance and discharge of the person making the same" in accordance with 50 USC 4305, but that if a full acquittance and discharge does not occur, then this contract has been impaired in violation of USConst. Sec. 10, cl. 1, and Ariz. Const. Art. 2, Sec. 25: "No law impairing the obligation of Contracts". That this would be an "issue of importance beyond the particular facts of the parties involved"; as well as a "consideration important to the Public" due to the Public Debt being a Public concern.

The detainer for the cause of the administrative - hold against Petitioner's resident / registered name has been accepted, returned, settled and account closed, but officially the hold continues.

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,

Rockney Willard Martineau

Date: January 28, 2022

No. _____

IN THE
SUPREME COURT OF THE UNITED STATES

Rockney Willard Martineau — PETITIONER
(Your Name)

VS.

ARIZONA ATTORNEY GENERAL — RESPONDENT(S)
ATT: Shawn L. Steinberg

MOTION FOR LEAVE TO PROCEED *IN FORMA PAUPERIS*

The petitioner asks leave to file the attached petition for a writ of certiorari without prepayment of costs and to proceed *in forma pauperis*.

Please check the appropriate boxes:

Petitioner has previously been granted leave to proceed *in forma pauperis* in the following court(s):

Petitioner has **not** previously been granted leave to proceed *in forma pauperis* in any other court.

Petitioner's affidavit or declaration in support of this motion is attached hereto.

Petitioner's affidavit or declaration is **not** attached because the court below appointed counsel in the current proceeding, and:

The appointment was made under the following provision of law: _____
_____, or _____

a copy of the order of appointment is appended.

RECEIVED
FEB 28 2022
OFFICE OF THE CLERK SUPREME COURT, U.S.

Rockney Willard Martineau
(Signature)

RECEIVED
MAR 30 2022
OFFICE OF THE CLERK SUPREME COURT, U.S.

**AFFIDAVIT OR DECLARATION
IN SUPPORT OF MOTION FOR LEAVE TO PROCEED *IN FORMA PAUPERIS***

I, Rockney Willard Martineau, am the petitioner in the above-entitled case. In support of my motion to proceed *in forma pauperis*, I state that because of my poverty I am unable to pay the costs of this case or to give security therefor; and I believe I am entitled to redress.

1. For both you and your spouse estimate the average amount of money received from each of the following sources during the past 12 months. Adjust any amount that was received weekly, biweekly, quarterly, semiannually, or annually to show the monthly rate. Use gross amounts, that is, amounts before any deductions for taxes or otherwise.

Income source	Average monthly amount during the past 12 months		Amount expected next month	
	You	Spouse	You	Spouse
Employment	\$ <u>00.00</u>	\$ <u>NOT Married</u>	\$ <u>00.00</u>	\$ <u>N/A</u>
Self-employment	\$ <u>00.00</u>	\$ <u>N/A</u>	\$ <u>00.00</u>	\$ <u>N/A</u>
Income from real property (such as rental income)	\$ <u>00.00</u>	\$ <u>N/A</u>	\$ <u>00.00</u>	\$ <u>N/A</u>
Interest and dividends	\$ <u>00.00</u>	\$ <u>N/A</u>	\$ <u>00.00</u>	\$ <u>N/A</u>
Gifts	\$ <u>00.00</u>	\$ <u>N/A</u>	\$ <u>00.00</u>	\$ <u>N/A</u>
Alimony	\$ <u>00.00</u>	\$ <u>N/A</u>	\$ <u>00.00</u>	\$ <u>N/A</u>
Child Support	\$ <u>00.00</u>	\$ <u>N/A</u>	\$ <u>00.00</u>	\$ <u>N/A</u>
Retirement (such as social security, pensions, annuities, insurance)	\$ <u>00.00</u>	\$ <u>N/A</u>	\$ <u>00.00</u>	\$ <u>N/A</u>
Disability (such as social security, insurance payments)	\$ <u>00.00</u>	\$ <u>N/A</u>	\$ <u>00.00</u>	\$ <u>N/A</u>
Unemployment payments	\$ <u>00.00</u>	\$ <u>N/A</u>	\$ <u>00.00</u>	\$ <u>N/A</u>
Public-assistance (such as welfare)	\$ <u>00.00</u>	\$ <u>N/A</u>	\$ <u>00.00</u>	\$ <u>N/A</u>
Other (specify): <u>NONE</u>	\$ <u> </u>	\$ <u> </u>	\$ <u>N/A</u>	\$ <u>N/A</u>
Total monthly income:	\$ <u>00.00</u>	\$ <u>N/A</u>	\$ <u>00.00</u>	\$ <u>N/A</u>

2. List your employment history for the past two years, most recent first. (Gross monthly pay is before taxes or other deductions.)

Employer	Address	Dates of Employment	Gross monthly pay
<u>NONE</u>	<u>n/a</u>	<u>n/a</u>	\$ <u>n/a</u>
<u>incarcerated</u>	<u></u>	<u></u>	\$ <u>00-00</u>
			\$ <u>00.00</u>

3. List your spouse's employment history for the past two years, most recent employer first. (Gross monthly pay is before taxes or other deductions.)

Employer	Address	Dates of Employment	Gross monthly pay
<u>n/a</u>	<u></u>	<u></u>	\$ <u></u>
			\$ <u></u>
			\$ <u></u>

4. How much cash do you and your spouse have? \$ 00.00

Below, state any money you or your spouse have in bank accounts or in any other financial institution.

Type of account (e.g., checking or savings)	Amount you have	Amount your spouse has
<u>no Bank Accounts</u>	\$ <u></u>	\$ <u></u>
	\$ <u></u>	\$ <u></u>
	\$ <u></u>	\$ <u></u>

5. List the assets, and their values, which you own or your spouse owns. Do not list clothing and ordinary household furnishings.

Home
Value none

Other real estate
Value none

Motor Vehicle #1
Year, make & model none
Value none

Motor Vehicle #2
Year, make & model none
Value none

Other assets
Description none
Value none

6. State every person, business, or organization owing you or your spouse money, and the amount owed.

Person owing you or your spouse money	Amount owed to you	Amount owed to your spouse
<u>NONE owed</u>	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

7. State the persons who rely on you or your spouse for support. For minor children, list initials instead of names (e.g. "J.S." instead of "John Smith").

Name	Relationship	Age
<u>NONE</u>	_____	_____
_____	_____	_____
_____	_____	_____

8. Estimate the average monthly expenses of you and your family. Show separately the amounts paid by your spouse. Adjust any payments that are made weekly, biweekly, quarterly, or annually to show the monthly rate.

	You	Your spouse
incarcerated / no home or rent		
Rent or home-mortgage payment (include lot rented for mobile home)	\$ <u>00.00</u>	\$ <u>N/A</u>
Are real estate taxes included? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Is property insurance included? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Utilities (electricity, heating fuel, water, sewer, and telephone)	\$ <u>00.00</u>	\$ <u>N/A</u>
Home maintenance (repairs and upkeep)	\$ <u>N/A</u>	\$ <u>N/A</u>
Food	\$ <u>N/A</u>	\$ <u>N/A</u>
Clothing	\$ <u>N/A</u>	\$ <u>N/A</u>
Laundry and dry-cleaning	\$ <u>N/A</u>	\$ <u>N/A</u>
Medical and dental expenses	\$ <u>N/A</u>	\$ <u>N/A</u>

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	You	Your spouse
Transportation (not including motor vehicle payments)	\$ <u>00.00</u>	\$ <u>N/A</u>
Recreation, entertainment, newspapers, magazines, etc.	\$ <u>00.00</u>	\$ <u>N/A</u>
Insurance (not deducted from wages or included in mortgage payments)		
Homeowner's or renter's <u>none</u>	\$ <u>00.00</u>	\$ <u>N/A</u>
Life	\$ <u>00.00</u>	\$ <u>N/A</u>
Health	\$ <u>00.00</u>	\$ <u>N/A</u>
Motor Vehicle	\$ <u>00.00</u>	\$ <u>N/A</u>
Other: <u>none</u>	\$ <u>00.00</u>	\$ <u>N/A</u>
Taxes (not deducted from wages or included in mortgage payments)		
(specify): <u>none</u>	\$ <u>00.00</u>	\$ <u>N/A</u>
Installment payments <u>none</u>		
Motor Vehicle	\$ <u>00.00</u>	\$ <u>N/A</u>
Credit card(s)	\$ <u>00.00</u>	\$ <u>N/A</u>
Department store(s)	\$ <u>00.00</u>	\$ <u>N/A</u>
Other: <u>none</u>	\$ <u>00.00</u>	\$ <u>N/A</u>
Alimony, maintenance, and support paid to others <u>none</u>	\$ <u>00.00</u>	\$ <u>N/A</u>
Regular expenses for operation of business, profession, or farm (attach detailed statement) <u>none</u>	\$ <u>00.00</u>	\$ <u>N/A</u>
Other (specify): <u>none</u>	\$ <u>00.00</u>	\$ <u>N/A</u>
Total monthly expenses:		
	<u>\$ 00.00</u>	\$ <u>N/A</u>

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9. Do you expect any major changes to your monthly income or expenses or in your assets or liabilities during the next 12 months?

Yes No If yes, describe on an attached sheet.

10. Have you paid – or will you be paying – an attorney any money for services in connection with this case, including the completion of this form? Yes No

If yes, how much? _____

If yes, state the attorney's name, address, and telephone number:

11. Have you paid—or will you be paying—anyone other than an attorney (such as a paralegal or a typist) any money for services in connection with this case, including the completion of this form?

Yes No

If yes, how much? _____

If yes, state the person's name, address, and telephone number:

12. Provide any other information that will help explain why you cannot pay the costs of this case.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: Barney Willard Martineau, 2021
12/11

Barney Willard Martineau
(Signature)

Rockney Martineau, 064566

March 23, 2022

ASPC - Red Rock

1752 E. Arica Road

Eloy, AZ 85131

SUPREME COURT OF THE UNITED STATES

OFFICE OF THE CLERK

WASHINGTON, DC 20543-0001

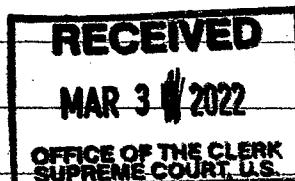
RE: Martineau v. Arizona ASC No. CR-21-0261-PR

Dear Clerk ~

Please find enclosed my "Petition For Certiorari" as my re-submission due to your justification for returning it as "untimely" is erroneous. A hand-copy of your letter is also enclosed which actually acknowledges why it was timely. The 19th of November, 2021 was the date of the last State Court's ruling. I had 90 days, which would be the 19th day of February 2022. It was post-marked the 18th - I was a day early. I doesn't matter when you received it.

Thank you for your cooperation.

BY: Rockney Martineau



Note: Hand Copied due to the library not easily
accessible due to Covid-19.

SUPREME COURT OF THE UNITED STATES
OFFICE OF THE CLERK

WASHINGTON, DC 20543-0011

March 11, 2022

Rockney Martineau

#064566

ASPC

1752 E. Arica Rd.

Eloy, AZ 85131

RE: Martineau v. Arizona AZSP No. CR-21-0261-PR

Dear Mr. Martineau:

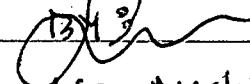
The above-entitled petition for a writ of certiorari was postmarked February 18, 2022 and received February 28, 2022.

The papers are returned for the following reason(s):

The petition is out-of-time. The date of the lower court judgment or order denying a timely petition for rehearing was November 19, 2021. Therefore, the petition was due on or before February 17, 2022. Rules 13.1, 29.2 and 30.1. When the time to file a petition for a writ of certiorari in a civil case (habeas action included) has expired, the Court no longer has the power to review the petition.

Sincerely,

Scott S. Harris, Clerk


Lisa Nesbitt

(202) 479-3038

Enclosures

APPENDIX - A

NOTE: Due to lack of resources and time constraints as a result of CV-19 with the now limited movement and availability to legal access / library, the "Entitlement Holder" will suspend his original goal of offering the original trial court one final opportunity to lift the hold on the Entitlement Holders resident, registered name. Thus, the "ORDER TO LIFT ADMINISTRATIVE HOLD" will be filed at some future date with copies to the below-named recipients. The priority for now is the "Entitlement Order" to the "Securities Intermediary" (U.S. Treasury). This "CERTIFICATE OF SERVICE" however, will be the one used for the court when the time comes.

An ORIGINAL mailed Certified # 7021 0950 0001 6516 9763, mailed 01/21/2021
to the:
U.S. Treasury
Room 3413
1500 Pennsylvania Ave. N.W.
Washington, DC 20220

COPY included with "Petition for Writ of Cert." to : mailed: 02/18/2022 ^{Pending}
U.S. Supreme Court, Clerk
Washington, DC 20543

An Original "ORDER TO LIFT ADMINISTRATIVE HOLD" mailed: Pending To:
Clerk, MARICOPA County Superior Court
201 West Jefferson Street
Phoenix, AZ 85003
with two copies, 1 for Judge
1 for Entitlement Holder

ONE Copy to:

Arizona Attorney General
Att: Shawn L. Steinberg (Ass. A. (e.)
2005 N. Central Ave.
Phoenix, Az 85004

Mailed: 02/18/2022 Pending

* ONE Copy to:

INTERNAL REVENUE SERVICE
Criminal Investigation Division
1111 Constitution Ave., N.W., Room 2501
Washington, DC 20224

mailed: Pending

SECURITIES AND EXCHANGE COMMISSION (SEC)
100 F. STREET, N.E.
WASHINGTON, DC 20549

mailed: Pending

* U.S. Justice Department
522 N. Central Ave.,
Phoenix, AZ 85004

mailed: Pending

* : If after the exhaustion of all remedies and the Entitlement Holder is still confined in lieu of the State of Arizona's absent reserves, then that is the admittance of tax evasion and the creation of Counterfeit Securities, thus these overseers w'

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Informal Statement of Interest (In Support of The Entitlement Order) .	7-14-D
Acceptance of The President's Oath	15-46-c
(incorporated hereto as it includes all offers accepted and returned for deposit with receipts - slip)	

NOTE : The following pages are 2 - Sided : 6, 7, 9, 11, 12, 14B, 37, 38, 40, 42, 44, 46

NOTE : Page 28 Shows additional pages used to close the account that
was not included in the "Acceptance of the President's Oath".

E.ORDER

7021 0950 0001 6516 9763

Certified Mail No. 7019-0140-0000-6720-3943

ENTITLEMENT ORDER

I, Rockney Willard Martineau, hereinafter: Entitlement Holder, " EH ",

do hereby state, say and depose the following facts, as the basis for this Order, to be the truth, the whole truth and nothing but the truth so help me God to wit:

- 1) That the E.H. as a living, breathing man, also known as an Arizona or American national, represents the U.S. citizen, ROCKNEY WILLARD MARTINEAU, in the public.
- 2) That about 20 years ago, the E.H. accepted the original Financial Asset (e.g., Birth Certificate) for value and deposited with the U.S. Treasury, the Securities Intermediary, identified as a " UCC Contract Trust Account" as articulated in the "Memorandum of Commercial Law" incorporated hereto. Depositing the Birth Certificate (security) made the Secretary of the Treasury a Securities Intermediary by holding something of value (a financial asset = Birth Certificate = security) in a securities account for the E.H.
- 3) That the E.H. has a Security Interest as the Entitlement Holder in the below Securities Accounts from his acceptance for Honor and for Value as derivative trusts deposited with the U.S. Treasury of which by operation of law, grounded the charge, closed the accounts and should have released the administrative-hold of the U.S. citizen's resident, registered name from the State of Arizona's Department of Corrections, and the Maricopa County Superior Court with the result of no longer needing the E.H. held as collateral in lieu of the State's absent reserves of the Termination and Transfer tax from its secret creation of the Trust and simultaneous liquidation of the same with no notice and opportunity to the E.H. to deal with the matter honorably.
- 4) That the Maricopa County Superior Court, Arizona Attorney General's Office, Arizona Court of Appeals and Arizona Supreme Court have all been noticed of the E.H.'s status and that both the CR2012-008436-001 and CR2016-001315-002 Securities Accounts were closed on or about June of 2019, 2.5 years ago, but only ORDERS of Denials and Dismissals were issued. However, these courts as non-judicial Article III courts, but rather tribunal, Article I and 11, Executive courts with no authority to issue judicial Orders and thus, their Orders can only be issued for value and not to get value. Thus, even these Orders were accepted for value and deposited at the Treasury. See attachment A.

Entitlement Order, Page 2

5) As not only the Entitlement Holder of the Financial Assets shown in [REDACTED], pages 37 - 46-C, but also the Occupant of the ROCKNEY WILLARD MARTINEAU, Estate, of which on or about May 17, 2019, the E.H. accepted for Honor the Financial Asset(s) and transferred the interest to the birth State, Utah, as the holder and custodian. The Expectancy was released to the [Social] Security Account of the United States as credit for the obliteration and extinguishment of the debt, duty and obligation, which was supposed to ensure quiet enjoyment of the E.H.'s person and property, and yet, the E.H. is still held hostage / collateral.

6) Since the state of Utah has received the interest, but obviously has not updated the CRIS system, and the United States /Treasury probably has already extinguished the obligation from the Reversionary / Expectancy, but waiting on the State of Arizona to adjust its books, of which waiting on the State's agents who are to preoccupied in the crime of "Graft", may be an exercise in futility --

WHEREFORE, the Entitlement Holder, hereby ORDERS that the original-issue of the Capital of \$75,000.00, plus (+) the accrued interest that the E.H. has not gifted to the United States to reduce the public debt pursuant to [31 USC 3113] post the Reversion / Expectancy, be transferred to the E.H.'s " Inmate Trust Account " in accordance with the enclosed terms of the " Promissory Note ".

* * * * *

Definitions:

Issuer: STATE OF ARIZONA and/or Shawn L. Steinberg, bond/B.A.R. No. 020629, 2005 North Central Avenue, Phoenix, Arizona 85004

(True Bills: CR2016-001315-002, CR2012-008436-001).

Financial Asset: [UCC 8-102 (a)(9) / ARS 47 8102 (a)(9)]: Except as otherwise provided in Section 8-103, means:

(i) a security -

(ii) an obligation of a person or a share, participation, or other interest in a person or in property or an enterprise of a person, which is, or is of a type, dealt in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment-- or

(iii) any person that is held by a Securities Intermediary for another person in a Securities Account (SS account) if the Securities Intermediary has expressly agreed with the other person that the property is to be treated as a financial asset under this Article.

(True Bills: CR2016-001315-002, CR2012-008436-001).

Entitlement Order, Page 3

Security Entitlement: [UCC 8-102 (a)(17) / ARS 47 8102 (a)(17)] means the rights and property interest of an Entitlement Holder with respect to a financial asset specified in Part 5.

Entitlement Holder: Rockney Willard Martineau: [UCC 8-102 (a)(7)/ARS 47 8102 (a)(7)], means a person identified in the records of a Securities Intermediary as the person having a Security Entitlement against the Securities Intermediary.

Official Comment:

Because many of the rules of Part 5 impose duties on Securities Intermediaries in favor of Entitlement Holders. The definition of Entitlement Holder is, in most cases, limited to the person specifically designated as such on the records of the Intermediary. The last sentence of the definition covers THE RELATIVELY UNUSUAL CASES WHERE A PERSON (Rockney Willard Martineau) MAY ACQUIRE A SECURITY ENTITLEMENT UNDER SECTION 8-501 EVEN THOUGH THE PERSON MAY NOT BE SPECIFICALLY DESIGNATED AS AN ENTITLEMENT HOLDER ON THE RECORDS OF THE SECURITIES INTERMEDIARY.

Entitlement Order: [UCC 8-102(a)(8)/ARS 47-8102(a)(8)], means a notification communicated to a Securities Intermediary directing transfer or redemption of a financial asset to which the Entitlement Holder has a Security Entitlement.

Duty of Securities Intermediary with Respect to Payments and Distributions. [UCC 8-805 / ARS 47-8805]

(a) a Securities Intermediary shall take action to obtain a payment or distribution made by the issuer of a financial asset. A Securities Intermediary satisfies the duty if:

- (1) the Securities Intermediary acts with respect to the duty as agreed upon by the Entitlement Holder and the Securities Intermediary - or
- (2) in the absence of agreement, the Securities Intermediary exercises due care in accordance with reasonable commercial standards to attempt to obtain the payment or distribution.

(b) A SECURITIES INTERMEDIARY IS OBLIGATED TO ITS ENTITLEMENT HOLDER, Rockney Willard Martineau,

for a payment or distribution made by the issuer of a financial asset if the payment or distribution is received by the Securities Intermediary.

Entitlement Order, Page 4

Since Securities Intermediaries have obligations to Entitlement Holders, the Securities Intermediaries must have capacity to act. That is done under the premise that a Securities Intermediary is declared in the commercial code to be a purchaser for value. The indirect holding system of the United States would not function as expected if the Securities Intermediary did not act have capacity to act. Without the rights of an owner or purchaser, the Securities Intermediary would be powerless to act in the intended manner.

[UCC 8-116 / ARS 47-8116]. **Securities Intermediary as Purchaser For Value.**

A **Securities Intermediary** that receives a financial asset and establishes a **Security Entitlement** to the financial asset in favor of an **Entitlement Holder** is a **purchaser for value** of the financial asset.

Official Comment:

This section is intended to make explicit two points that, which implicit in other provisions, are of sufficient importance to the operation of the indirect holding system that they warrant explicit statement.

First, it makes clear that a **Securities Intermediary** that receives a financial asset and establishes a **Security Entitlement** in respect thereof in favor of an **Entitlement Holder** is a "purchaser" of the financial asset that the **Securities Intermediary** received.

Second, it makes clear that by establishing a **Security Entitlement** in favor of an **Entitlement Holder**, a **Securities Intermediary** gives value for any corresponding financial asset that the **Securities Intermediary** receives or acquires from another party, whether the **Intermediary** holds directly or indirectly.

.....

In many cases a **Securities Intermediary** that receives a financial asset will also be transferring value to the person from whom the financial asset was received. That, however, is not always the case.

Payment may occur through a different system than settlement of the securities side of the transaction, or the securities might be transferred without a corresponding payment, as when a person moves an account from one **Securities Intermediary** to another.

Even though the **Securities Intermediary** does not give value to the transferor, it does give value by incurring obligations to its own **Entitlement Holder**. Although the general definition of value in Section 1-201(44)(d) should be interpreted to cover the point, this section is included to make this point explicit.

* * * * *

Entitlement Order, Page 5

State of Arizona)

) ss. Subscribed and sworn to before me this 9th
County of Pinal) January 2022.
day of December, 2021.

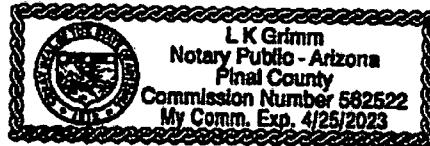
February 2022

Roxanne Montanez

Entitlement Holder

LK Grimm

Notary



P.NOTECR2016

7021 0950 0001 6516 9763
Certified Mail No. 7019-0140-0000-6720-3943

[You can give him another bond written against the security (bond = birth certificate) he is holding. A Promissory Note can be written against the bond that is written against the security. Such a Promissory Note would be an Order from the Entitlement Holder to the Securities Intermediary to use the security he is maintaining for a specific purpose.]

Financial Asset:

First: Birth Certificate, accepted for value circa on or about 2000 deposited with the U.S. Treasury, Securities Intermediary, as a UCC Contract Trust Account.

Second: True Bill: CR2016-001315-02

Entitlement Holder: Rockney Willard Martineau

Securities Intermediary: U.S. Treasury

Private Issue PROMISSORY NOTE

Issued under Safe Harbor IAW Title 26 Subtitle A Chapt.1 Subch J Part 1 Subpart E Section 674(b)(5)(b)

Second Securities Intermediary, fiduciary, name and location to transfer funds: Arizona Department of Corrections, Rehabilitation and Reentry Inmate Trust Section, 1802 West Jackson Street # 161 Phoenix, Arizona 85007.

Date: December 16, 2021 No. 1216001

Pay to the Order of: ROCKNEY WILLARD MARTINEAU, 064566

Account No. CR2016-001315-00 (DOC # 064566)

Fed Wire: 051000033 0061370842

Amount: Seventy-Five Thousand Dollars and no/100 USD \$75,000.00

Value Received and Charge to Account of: Rockney Willard Martineau

a U.S. citizen to be a surety for the United States. On the public side, it is security for the pledge of allegiance to the United States and its statutes, made by U.S. citizens. On the private side, it is a receipt, and is evidence of a promise made by the President to the people. On the private side, it is a security for the promise of distributions from the Trust to the people as beneficiaries. It is a receipt for the use of the baby's physical description that was symbolically delivered by an informant (Mom) to the United States. The setoff resulting from accepting an instrument for value is a distribution from the Trust. Setoff = distribution.

ACCEPTANCE

When you accept for "value", you are accepting whatever consideration the United States has offered to you as evidence of an obligation it has to you as a beneficiary - as well as whatever consideration is offered on the instrument that is being transferred to you through the U.S. citizen you represent. The United States is humbling itself by asking you to give it assistance. If you just receive one of these instruments without accepting it for value and returning it for value, the presumption is that you intend to pay it. You can pay it with a check, or you can pay it with your prepaid account. It is up to you, but you have to pay it immediately, or you will be deemed to be in dishonor. If you A4V, you can use the distribution from the Trust to "pay" the instrument. If you just retain it or argue about the existence or amount of the request, you will pay it with a check, tangible property or your body.

Did the United States offer a Birth Certificate to you? Did you receive it? Did you accept it for value and return it as a security? If you did not accept it for value and deposit it as an asset, you have voluntarily waived your rights to a distribution that is available to you. In a purely commercial system, rights are remedies. Parties to a modern commercial transaction need remedies in the event one of them breaches the terms of the agreement. The Birth Certificate is a remedy, and represents an antecedent claim you have against the United States. It is also evidence of a preexisting contract. It represents the prepaid account you have available to you for setoffs. Acceptance is an agreement and leads to a binding contract. If you don't set the terms of that binding contract, the United States will. You cannot use the setoff if you are holding the Birth Certificate in a filing cabinet. If all you have done is 'take' the Birth Certificate, and have not paid (performed) when asked to pay, you have waived your beneficial interest in the Trust and have agreed to be liable as a surety. That is a personal choice.

If the issuer was entitled to enforce the instrument, his instrument would refer to a preexisting contract presumed to support this new simple contract as the application for the Birth Certificate, or a pledge of allegiance to the United States, or an application for a Social Security number, an application for any number of other benefits granted by the United States, the new instrument must be issued for value.

The following interpretation of UCC 1-201(a) deal with a public person created by the United States as the debtor and the United States as the creditor, as well as the United States as the debtor and a private man as the ultimate creditor through the public person he represents. These are still dealing with persons and credit under public policy.

[public to public]

(a) A person (United States) gives value (CERTIFIED SECURITY = BIRTH CERTIFICATE = U.S. CITIZENSHIP) for rights (TO U.S. CITIZEN AS SURETY) if he (United States) get those rights (TO USE U.S. CITIZEN AS SURETY) in return for his (United States) commitment to extend (PUBLIC) credit (to be surety) (to United States).

[public to public]

PERSON	gives Value	for Rights	in Return for
U.S.	B.C.	use of private credit	pub. credit/bnfts
U.S. ctzn	pledge to U.S.	cmmrce in U.S.	surety for U.S.

[private to public]

(a) A person (United States) gives value (CERTIFIED SECURITY = BIRTH = U.S. CITIZENSHIP) for rights (get private credit) if he (United States) gets those rights (to use private credit) in return for his (United States) commitment to extend (public) credit (distribution from trust to the man through the U.S. citizen).

(a) A person (U.S. citizen) gives value (MAN'S PRIVATE CREDIT) (to United States) for rights (to operate in commerce in the United States) if he (U.S. citizen) gets those rights (to operate in commerce in United States) in return for his (U.S. citizen) commitment to extend (private) credit (of the man who represents the U.S. citizen) (to United States).

[private to public]

PERSON	gives Value	for Rights	in Return for
U.S.	birth cert.	get prvt credit	extnsn of public credit
U.S. ctzn	man's prvt credit	cmmrc in U.S.	extnsn of prvt credit

Certificate), it is considered abandoned. Abandonment is waste, so the United States will use the Birth Certificate to prevent waste, until the man decides to use it.

The obligation the United States owes to you is based on a promise that is better than an implied promise. You have a certified copy of the security that acknowledges the obligation the United States owes to you. It evidences a promise even though the terms are implied and not actually expressed on the face of the Birth Certificate. Would it be easier to use one implied promise to set off another implied promise? If you accept their offer for value and return it for value, at least you have not given them an implied general acceptance of liability. If you are going to accept their offer, would it be better to do it on your terms? Fighting with them has not resulted in much success in the past. Is it possible it will be easier to close the account by going with their implied contract (promise), bringing in another implied contract (promise), and letting them use you to close their books? This is a personal choice.

Both parties to an instrument give value and get rights. A lender gives value to the borrower in the form of banking services, in exchange for rights the lender receives in the promissory note. The borrower gives value to the lender in the form of a man's signature, in exchange for rights to use currency in the public. The Birth Certificate is an instrument that gives value in exchange for rights. It is also an instrument that is issued based on value received, and represents rights that are given back in exchange. Rights in the Birth Certificate as a security are only available to the man on the public side, but he needs a fiduciary on the public side to hold the security for him. The man cannot use the Birth Certificate on the public side. He is substance, and the public side is fiction. He cannot go there.

2INFORMALS.O.I.

[public to public]

(a) A person (United States) gives value (CERTIFIED SECURITY = BIRTH CERTIFICATE = U.S. CITIZENSHIP) for rights (TO U.S. CITIZEN AS SURETY) if he (United States) get those rights (TO USE U.S. CITIZEN AS SURETY) in return for his (United States) commitment to extend (PUBLIC) credit (to be surety) (to United States).

[public to public]

PERSON	gives Value	for Rights	in Return for
U.S.	B.C.	use of private credit	pub. credit/bnfts
U.S. ctzn	pledge to U.S.	cmmrce in U.S.	surety for U.S.

[private to public]

(a) A person (United States) gives value (CERTIFIED SECURITY = BIRTH = U.S. CITIZENSHIP) for rights (get private credit) if he (United States) gets those rights (to use private credit) in return for his (United States) commitment to extend (public) credit (distribution from trust to the man through the U.S. citizen).

(a) A person (U.S. citizen) gives value (MAN'S PRIVATE CREDIT) (to United States) for rights (to operate in commerce in the United States) if he (U.S. citizen) gets those rights (to operate in commerce in United States) in return for his (U.S. citizen) commitment to extend (private) credit (of the man who represents the U.S. citizen) (to United States).

[private to public]

PERSON	gives Value	for Rights	in Return for
U.S.	birth cert.	get prvt credit	extnsn of public credit
U.S. ctzn	man's prvt credit	cmmrc in U.S.	extnsn of prvt credit

The following interpretations deal with the United States as the agent and the people as the principals - and with the United States as the trustee and the people as the beneficiaries.

will be easier to close the account by going with their implied contract (promise), bringing in another implied contract (promise), and letting them use you to close their books? This is a personal choice.

Both parties to an instrument give value and get rights. A lender gives value to the borrower in the form of banking services, in exchange for rights the lender receives in the promissory note. The borrower gives value to the lender in the form of a man's signature, in exchange for rights to use currency in the public. The Birth Certificate is an instrument that gives value in exchange for rights. It is also an instrument that is issued based on value received, and represents rights that are given back in exchange. Rights in the Birth Certificate as a security are only available to the man on the public side, but he needs a fiduciary on the public side to hold the security for him. The man cannot use the Birth Certificate on the public side. He is substance, and the public side is fiction. He cannot go there.

The Birth Certificate is an instrument that is seen from two different perspectives. From the public side, the Birth Certificate is a security interest in the labor of the U.S. citizen the certificate represents, based on the U.S. citizen's pledge to the United States. From the private side, the Birth Certificate is a security interest in distributions from the Trusts established by the Constitution and by President Roosevelt in 1933. On the public side, the United States has an antecedent claim against the U.S. citizen's labor through the preexisting contract (pledge). On the private side, the man has an antecedent claim against the United States through the preexisting contract (Constitution and the Article VI and Article II oaths).

To avoid fraud, the instrument has to be issued for value. It gives the transferee (U.S. citizen) a security interest in the instrument. The only piece of paper the man has as proof of the security interest he has is the Birth Certificate. It has no value on the private side, but it does on the public side if he deposits with an appropriate banker, who can then be the man's securities intermediary, and the man can be the entitlement holder. This is explained in UCC Article 8 in the 500 series.

The above explains how the people can operate in commerce when their government has evolved into foreign occupation as a result of the original debt it incurred from gaining its independence ab initio. A close examination can only include that God must be behind this fraudulent scheme, albeit a scheme for the benefit of the sovereign-national.

Thanks to what Abe Lincoln and his Republicans did 160 years ago, and what Franklin D. Roosevelt and his Democrats did 90 years ago, the people on the private side, if they knew how, could acquire anything they want over \$500 without using our national currency or financing by just giving their qualified endorsement on a piece of paper. The goods and services under \$500 is what the green currency is for. Not understanding how the underlying economy works leaves the nation with too much unaccounted-for and ungrounded credit as dollars measured in international units or metric dollars, which causes periodic, blown gaskets - metaphorically. National currency dollars being measured in whole numbers.

It was the Entitlement Holder's parents who endorsed the application for the Birth Certificate. It was the Entitlement Holder who filled out and endorsed the Social Security application. It was the Entitlement Holder who filled out and endorsed the application for a drivers license, of which said license and/or a state I.D. gave rise from the Birth Certificate, and thus, it is that original Estate as the Birth Certificate, which is more of a death certificate, from which all trusts/accounts the Entitlement Holder inherits from since the democrats made it against the law (public policy) to pay real or odious debts with real money. Now, " ALL OBLIGATIONS SHALL BE DISCHARGED DOLLAR FOR DOLLAR IN WHATEVER COIN OR CURRENCY IS LEGAL TENDER AT THE TIME...". See HJR - 192 of June 5th, 1933.

B. Why did the court and/or Steinberg not use the grant for its intended purpose, which was to pay for the false charge? Where did the grant money go? This is a rhetorical question as obviously Steinberg and/or the Maricopa County Arizona Superior Court stole, not only from the Entitlement Holder, but from the United States as well as evidenced by the fact that the Entitlement Holder has been held as collateral for 5 years, 7 months as of this date.

CERTIFICATE OF ACCEPTANCE OF THE PRESIDENT OF THE
UNITED STATES CONSTITUTIONAL, ARTICLE: II OATH

I, Rockney Willard Martineau, a Utah / American National, being of sound mind with knowledge of the law in general, and Merchants' Law in particular, with a mature age as of this writing of 57, do hereby state, say and depose the following facts to be the truth, the whole truth and nothing but the truth so help God to wit:

That, I hereby Accept the President's Constitutional, Article: II Oath of one Joseph R. Biden

That, I cannot speak for the other 330 million Beneficiaries of this Cestui-Que-Vie Trust know as the UNITED STATES, inc, but as for this Acceptor, in order to expect YOU, Mr. President, to work for my Benefit, I must Accept your Oath.

That, the main Benefit for this Acceptor is to have this administrative-hold be lifted off my PERSON so that I may once again enjoy my God-given Liberties that you have indirectly restrained.

You may feel that this is a State issue, and that you cannot interfere or have authority over federal courts and federal prisoners, of which may have been the respected, Constitutional separation of powers ab initio and up to 1931 when your predecessors filed the Chapter II, Bankruptcy Reorganization Plan regarding the defaulted Revolutionary War odious debt, wherein the newly elected 73rd Democratic Congress totally paradigm-shifted our economy by reorganizing the federal and state governments calling it the "New Deal", of which the States agreed to be "Accommodation Parties" to that debt. But due to the events that led up to and including the New Deal, these Article: I, Section: 8, Clause: 9 tribunal, inferior, legislative courts, are now Article: II, Executive, Military courts, authorized and managed by YOU, the President, of which only pretend to charge artificial PERSONS

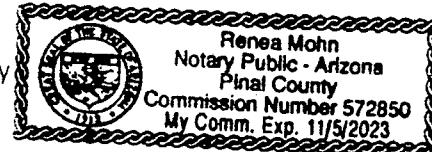
Then yes, Mr. President, Washington, D.C., for all intents and purposes, is now everywhere. But I'm not complaining. Afterall, thanks to inadvertently creating a Supersedes Bond 90 years ago, by committing treason against the Constitution by making it against Public Policy to pay a fake debt with lawful money, now we can discharge, cancel etc the fake, odious debt with legal (tender) money, of which there are six (6). I can now acquire anything over \$500.00 without using our national currency (which should be used for goods and services under \$500.00), financing, credit (as we know it), or O.P.M. (other peoples' money), just by signing a piece of paper. WHAT A COUNTRY!!!

Thank you for your cooperation. By: Poetney Willard Martinez

SEE EXHIBITS: A.B.C.

State of Arizona).

County of Pinal.). Subscribed to and sworn before me this 02 day
of June, 2021.



Notary

EXHIBIT - A

MEMORANDUM OF THE POWER OF ACCEPTANCE

What Does Accepted for Value Mean?

Accepted for Value (A4V) is at the foundation of remedies available for commercial demands made by the United States, so many people have attempted to use it to close accounts in the United States. Even so, no one has had a good explanation of what A4V means. Here is an attempt to clarify.

Introduction

The Uniform Commercial Code in Article 3 that deals with negotiable instruments is one source of explanation. Article 8 deals with investment securities, and Article 9 deals with secured transactions. In addition to opinions written by judges to shed light on our remedies, all three of these articles hold a key to understanding commercial setoff. The UCC had an overhaul in 2000, but the major principles remain the same. The changes appear to be to the sections that deal with secured transactions (Article 9) and some with investment securities (Article 8), but negotiable instruments are what lead to those securities. The phrase "accepted for value" has little coverage in the code books or in court opinions. A better understanding of the commercial terms "acceptance" and "value" and how they relate to instruments in general would be a good place to start.

*Acceptance 1. An agreement, either by express act or by implication from conduct, to the terms of an offer so that a binding contract is formed. * If an acceptance modifies the terms or adds new ones, it generally operates as a counteroffer. Black's 7th*

Accept. To receive with approval or satisfaction; to receive with intent to retain. Black's 4th

Acceptance. The taking and receiving of anything in good part, and as it were a tacit agreement to a preceding act, which might have been defeated or avoided if such acceptance had not been made. Black's 4th

A naked acceptance waives remedies that are available by waiving defects in the instrument (agreement) that is being offered and accepted. Receiving an instrument is an acceptance and a taking. Retention is the basis for a binding contract if there is a preceding act like a pledge to the United States. Altering the terms of the instrument and returning it operates as a counteroffer.

UCC 1-201. General definitions

44. "Value". Except as otherwise provided with respect to negotiable instruments and bank collections (sections 3-303, 4-210 and 4-211) a person gives "value" for rights if he acquires them:

- (a) In return for a binding commitment to extend credit or for the extension of immediately available credit whether or not drawn upon and whether or not a charge-back is provided for in the event of difficulties in collection; or
- (b) As security for or in total or partial satisfaction of a preexisting claim; or
- (c) By accepting delivery pursuant to a preexisting contract for purchase; or

(d) Generally, in return for any consideration sufficient to support a simple contract.

UCC 1-201(44) generally says that a person gives value. He gives value to get rights. If one person is giving value, another person is asked to give rights in exchange. Both giving value and giving rights meet the element of consideration. The question has to be - What constitutes value? In today's commercial system where ownership is not the prime focus, interest (rights) in things takes the place of ownership as the goal. A security interest constitutes a right to seize control of a pledged thing if the one giving the security interest fails to perform as agreed. The one giving a security interest retains possession of the thing that secures the right of another party to seize possession of the thing that backs the security interest that was given. The one receiving a security interest becomes a secured party, especially if the instrument establishing the security interest is registered. He has rights, which are remedies and defenses that he can use to enforce an agreement if the other party fails to perform as agreed.

UCC 1-201. General definitions
36. "Rights" includes remedies.

A remedy is a commercial right for those who acquire that right through an instrument. In corporate United States, there must be a written record of everything. Nothing is supposed to be assumed or presumed, but that does not mean assumptions and presumptions are not used everyday to acquire rights and enforce them. If the right that is being enforced is a security interest in a tangible or intangible thing, it usually comes from an instrument that is actually supported by the thing. This is usually, but not always, a pledge or a promise to relinquish possession of a thing if there is a breach of an agreement.

Because enforcement of a contract based on an implied promise is weak, an instrument demanding performance on it is an offer to initiate a new contract based on an old (antecedent) and maybe implied or unenforceable contact. If an instrument is based on an intentional written promise to perform and an intentional pledge to relinquish property, it does not have to be issued for value. It is just issued, and the original contract with the offeror's right to the pledged property is the consideration that supports the demand. A copy of the written promise and pledge can be attached to the instrument, or the instrument can just refer to the contract by its title, number, or date, etc. The issuer of the instrument demanding performance supported by a written promise has defenses if the debtor files a complaint against the issuer for making the demand. The issuer can produce the antecedent contract that contains the intentional promise to perform and the intentional pledge to use tangible or intangible property to secure that performance. If the debtor is aware that he had previously signed a promise and pledged his right to a thing to guarantee his performance, he would not have to see the contract. The demand instrument is issued to get performance already promised, or in the alternative to get the thing already pledged.

In some cases, there is no pledge to support an instrument, so it must be issued and transferred for value (with implied consideration). There is no debtor. The issuer

does not have a written instrument to back his demand instrument. If he decides to issue the demand instrument in spite of his lack of authority, he is risking liability on the instrument. If the transferee (the one who the issuer directs the demand to) calls the issuer's bluff, the issuer could be made to pay the transferee. The issuer (transferor) has no defenses. He has no antecedent contract to attach as consideration for the demand he is sending to the transferee. If the issuer has no written pledge but still decides to issue a demand, the demand instrument must be issued for value, because there is no evidence of pledge to attach to it. There is no written antecedent contract obligation that requires the transferee to perform, but he still has to do something with the demand.

The transferee is the one who receives the instrument by mail, by process server, or by warrant. The transferee is a target. The issuer is shooting the instrument at the target, hoping the target will just take the shot and agree to become liable on the new offer. The issuer is bluffing. If the transferee recognizes the demand instrument as a bluff, he can call the issuer on the bluff and require the issuer to pay. *The transferee* actually gains a security interest in the instrument if he recognizes it. If the instrument is issued and transferred for value (with implied consideration), the transferee acquires a security interest or other lien on the instrument if it was not obtained by judicial proceeding. See UCC 3-303 below.

If you properly endorse an instrument issued and transferred for value, you acquire a right to enforce the instrument against the issuer. You become the creditor by returning it to the issuer, who becomes the debtor. By accepting the instrument (an offer) for value, you are altering the terms of the offer, and it becomes a counteroffer.

Acceptance: If an acceptance modifies the terms or adds new ones, it generally operates as a counteroffer. Black's 7th

The right to be the creditor is what you get when you A4V an instrument that is issued and transferred for value, like a tax bill, penal action, "indictment," or speeding ticket. These issues are all based on violations of statutes. Dishonor has value in the public. Violation of statutes has value in the public. The violation of the statute is the presumed basis (consideration) for issuing the instrument, but if you have not promised to perform under those statutes, you are not obligated, and the issuer has no way of supporting his demand instrument. It is issued without consideration. It is issued based on a presumption that every U.S. citizen has pledged allegiance to the United States and to its private laws - statutes. It is a bluff. The river card has already been turned. You have the winning hand. You can call the issuer's bluff. You can check. You can raise. You can fold. It is your choice. You have the button.

The commercial system of the United States is based on the Law Merchant. That law is not neutral; it is not set up to be fair. It is set up to facilitate collection for creditors, especially foreign creditors. It deals with debtors and creditors, even when there is no debtor/creditor relationship. The only thing that has to be determined in most situations is - who is the debtor and who is the creditor. Once that is

due process

determined, additional facts are usually irrelevant and immaterial. In the United States, every man is deemed to be a U.S. citizen, and every U.S. citizen is deemed to a debtor. A4V is one way of establishing that you are a creditor and not a debtor. If you are going to use the Law Merchant to settle disputes with the United States, a firm understanding of the Law Merchant is necessary. If you have commercial rights, the trier of facts in a commercial dispute will proceed cautiously to avoid denying you commercial due process.

Commercial due process is not much more than time and opportunity to complete an administrative remedy and produce a counterclaim. If you don't know what your administrative remedies are, you probably don't have any commercial rights to exercise. As one who represents a person in the United States, ie. a U.S. citizen, you have due process rights through the sovereign's statutes. As a man in the several states, you have due process rights through your Creator's natural order of things. Properly applied, commercial remedies incorporate the natural order of things. You can choose to use a sovereign's statutes or commercial remedies, but they should not be used simultaneously. They are like oil and water. They do not mix. If you are going to use commercial remedies, injection of statutory rights will kill your commercial due process remedies. The terms of the offer and acceptance make the law that will be enforced.

Even though you might choose to use commercial remedies, you still need to use the person you represent in the public to access the commercial remedies. They have been statutized in State law. You can use them, but you cannot cite the source. The statutes use the natural order of things as the basis for their code sections, and then incorporate the private policy code sections into the same set of published statutes. If you use the cite (UCC _____ or USC § _____), you have reverted back to being a U.S. citizen taking a benefit from the statutes. If you demonstrate the principle in the code section without citing it, you maintain your separation. The person you represent in the public acquires the commercial rights, but you interject your rights through the natural order of things, and maintain your unalienable rights. You get to use the person, instead of it using you.

A person can acquire commercial rights through several means. According to the definition of "value" above, he can acquire them –

- a) in return for credit,
- b) as security,
- c) through a delivery pursuant to a contract, or
- d) in return for any consideration.

Each of subsections (a) through (d) deals with a different scenario. The last one (d) is a general catchall that covers anything that might not have been addressed by the first three. This definition is one of the most confusing in the commercial code, and is one of the most important to understand.

A right is defined as a remedy. Debtors' remedies often include defenses against foreclosure on the express or implied terms of an express or implied agreement for which security was given. Defenses are often given to debtors as

consideration by creditors, and defenses are often given to creditors as consideration by debtors.

Money and things are not needed under this commercial system where interest in things like real estate, bank accounts, and bodies serve as consideration. For example, a creditor may sign an agreement giving possession of a product to a debtor before the debtor has paid for the product. In that case, the debtor has defenses if his creditor later accuses him of taking the product without paying for it. In the same transaction, the debtor may give defenses through the agreement to his creditor, if the debtor later claims the product he received was not what he ordered. The written agreement identifies what the debtor actually ordered. The agreement will specify the terms of the agreement and the defenses each party gives to the other. Those defenses are rights that will result in a remedy if one of the parties is later wrongly accused of a breach. The people have commercial remedies if they are accused of a breach of some unknown contract. The accuser might claim a security interest in an antecedent claim against property supposedly pledged as security in exchange for value that was supposedly given by the accuser. That kind of claim would have to be issued for value, because the accuser would have no written agreement as the basis for his claim. His claim would be a new offer. He would be trying to get you to join in a new contract by implying that an antecedent contract existed. Since it does not exist, the issuer of the new offer has to be bluffing.

A4V is based on contract law. If you think there is a presumption of a preexisting contract through which you are presumed to be a debtor that has supposedly pledged property and your liberty as security for some presumed value given by the United States, it might be very important for you to negotiate some better terms in a counteroffer. If the issuer of the instrument for value does not counter your counteroffer, you are in a much better position. If you have a record of a valid contract that contains terms in your favor and can be enforced in commerce, you have remedies. If you don't, the United States may be entitled to enforce a different agreement. Even if you have an agreement advantageous to you, your actions may imply a waiver and your consent to abide by a less advantageous agreement.

Preexisting or antecedent claims can be created by agreement between the actual parties, but when the United States is a party, all agreements incorporate an attachment to the national debt – an antecedent claim other creditors have against the United States. It is like a program running in the background on your computer. The presumption that all U.S. citizens have pledged allegiance to the United States and its statutes, is enough to establish an antecedent claim in favor of the United States. U.S. citizens cannot question the national debt. They are called upon to be sureties for that debt, and they usually lose when a court proceeding is initiated against them for violation of statutes. This is done on the principle that the United States is more likely to pay its debt if it can collect from its debtors.

Court
 United States courts take jurisdiction of cases where a debtor to the United States is being charged with violation of United States statutes. Even though a U.S. citizen does not have a direct obligation to the creditors of the United States, through the principle of novation, U.S. citizen generally agree to be liable without knowing they

have done so. A person can transfer his rights and obligations to another party through agreement. A owes B. A or B can ask C to take on A's obligation. If C agrees, and A and B are given notice that C has agreed to owe B what A owes B, the novation is complete, and A is relieved of the obligation of paying B. The U.S. citizen is C in this example. A is the United States, and B is the creditors of the United States.

The commercial code is first and foremost concerned about repayment of the national debt as a preexisting contract with an antecedent claim. The secondary function of the commercial code is to provide an orderly method of dealings between other debtors and creditors. United States Code (statutes) violations are claims used by creditors of the United States to collect internal revenue from U.S. citizens to pay the national debt. There can be claims stacked on claims. It is not uncommon for a totally discharged debt to be renewed by a creditor without the knowledge of the debtor. United States statutes are designed to transfer private rights from the private to the public for public use – to pay the national debt. Every evidence of debt in the United States has value. Persons in the United States carry on commercial transactions by giving and receiving value. Value has nothing to do with things, until there is a breach of an agreement, when an interest in a thing is transferred from the debtor to the creditor. On the private a thing is an object that casts a shadow. On the public side, only the shadow can be seen. On the public side, the shadow is given value. Interest in the thing is the value. It is not the thing.

Value – UCC 1-201.

UCC 1-201. General definitions

44. "Value". Except as otherwise provided with respect to negotiable instruments and bank collections (sections 3-303, 4-210 and 4-211) a person gives "value" for rights if he acquires them:

- (a) In return for a binding commitment to extend credit or for the extension of immediately available credit whether or not drawn upon and whether or not a charge-back is provided for in the event of difficulties in collection; or
- (b) As security for or in total or partial satisfaction of a preexisting claim; or
- (c) By accepting delivery pursuant to a preexisting contract for purchase; or
- (d) Generally, in return for any consideration sufficient to support a simple contract.

Subsection (a) of 1-201(44) can be read from the perspective of either a lender or a borrower as the one extending credit. Both parties receive rights from the agreement. Only the people have the energy needed to create money in the United States, and in today's system, credit and security interests circulate as money. Creation of money remains in the same place it always was – with the people. Before 1933, the people dug the gold and silver out of the earth, took it to an assayer to have it coined by authorized agents of the United States, and spent or loaned their coins into circulation. Since 1933, the people sign notes on their own credit, have that credit converted into currency by authorized agents of the United States, and spend it into circulation. After signing notes on their own credit, the people usually get into another unintended contract and agree to give a security interest in something as value on a contract they don't need and don't even want to enter. Article 1, Section 8, clause 8.

2 authorizes the Congress to borrow money on the credit of the United States. The "United States" in that clause necessarily must reference the several states, as the government has no means of securing credit on its own. The people compose the several states. That clause authorizes the Congress to borrow money on the credit of the people.

Both parties receive value in a transaction, and both parties receive rights. Both parties give value, and both parties give rights. Value usually means some kind of consideration. Article 3 of the commercial code further clarifies "value" when negotiable instruments are involved, but the more general definition is in Article 1-201. The next section contains many examples of exchanges of value for rights; and conversely exchanges of rights for value. "Value" is a complicated concept, so several examples are given to help to clarify. "Value" is subtle, so notice the subtleties of the examples. The specific value for each example is bolded. The following interpretations for subsections (a) through (d) deal with persons and credit under public policy through the Law Merchant.

UCC 1-201. General definitions

44. "Value". Except as otherwise provided with respect to negotiable instruments and bank collections (sections 3-303, 4-210 and 4-211) a person gives "value" for rights if he acquires them:

(a) In return for a binding commitment to extend credit or for the extension of immediately available credit whether or not drawn upon and whether or not a charge-back is provided for in the event of difficulties in collection;

A person gives value to another party in exchange for interest in the other party's property. He acquires rights (interest) in return for giving a binding commitment to extend credit, or giving a binding commitment for the availability of credit to the party giving the person the rights. Those rights might be in the title to real property, or for capacity to sue to get the title to real property through court order. Those rights might be in benefits provided by the United States. They might be in a distribution from the trust created by the Constitution. It does not matter if the party giving the rights draws on that commitment to extend credit. It does not matter if a charge-back is provided if the party receiving the credit and giving the rights has difficulty in collecting the credit. The whole money system of the United States is based on extensions of credit. Almost every ~~transaction~~ transaction in the public is based on credit. There is constantly an exchange of value for rights, and rights for value happening in the United States. This results in transfers of digits from one account to another.

¹[public to public]

(a) A person ("borrower") gives value (**right to foreclose**) (**asset on the bank's books**) for rights (from creditor) (use of public credit) if he (borrower) gets those rights (use of public credit) in return for his (borrower) commitment to extend credit (promissory note).

(a) A person ("lender" = creditor) gives value (**use of public credit**) (to debtor) for rights (from debtor) (to foreclose) if he (lender = creditor) gets those rights (to foreclose) in return for his (lender = creditor) commitment to extend (public) credit (to a borrower = debtor).

EXHIBIT - B

MEMORANDUM OF LAW REGARDING
THE ACCEPTANCE OF THE
PRESIDENT'S, ARTICLE 2, CONSTITUTIONAL OATH

defenses) in return for anything of value that constitutes consideration sufficient to support a simple contract requiring performance by one or both parties.

Person	gives Value	for Rights	in Return for
Any person	any consideration	interest in property	any consideration

The definition of "value" in 1-201(44) does not actually define "value". It merely gives examples of what circumstances might incorporate value. To recap from the above interpretations, value appears to be or to imply some kind of a promise to provide something or to do something: extension of credit, private man's credit via signature on a note, asset on books, liability on books, pledge to United States, use of credit, payment, new reorganization plan to pay, approval of a new reorganization plan for extension of time to pay, Article VI oath, Article II oath, office in the federal government, Constitution, promise or actual payment, promise or actual delivery, pledge, citizenship, security interest in property, civil liberty, plea and signature, extension of credit, any consideration sufficient to support a simple contract. They are all beneficial to someone or something, and are therefore valuable. This list is by no means exhaustive.

Constitutional Oaths

The foundational agreement behind every commercial and political event in the United States is the Constitution. It is primarily an offer made by the states to those who want to be part of the federal or national governments, and secondarily an offer made by the states to those who want to do business with the federal or national governments. This was a very dangerous document. It created a potentially huge commercial machine that had the power to do untold harm to the people. It had to provide a means to pay creditors so the states could be recognized internationally for commercial purposes. At the same time, it had to secure the people's rights, so the commercial machine would not eat the life out of the people. The only offers made back to the people to secure their rights are the two oaths required by the Constitution. These two oaths are the condition put in the agreement ratified by the states, to assure the people who get to benefit from the Constitution by holding offices, keep their commercial machine away from the people in the several states. One is the oath required in Article VI of members of the legislatures, and all executive and judicial officers of the United States and of the several states.

Article 6 Section 1 Clause 3

The Senators and Representatives before mentioned, and the Members of the several State Legislatures, and all executive and judicial Officers, both of the United States and of the several States, shall be bound by Oath or Affirmation, to support this Constitution; but no religious Test shall ever be required as a qualification to any Office or public Trust under the United States.

The other is the oath required in Article II of the President.

Article 2 Section 1 Clause 8

Before he enter on the Execution of his Office, he shall take the following Oath or Affirmation: -- "I do solemnly swear (or affirm) that I will faithfully execute

the Office of President of the United States, and will to the best of my Ability, preserve, protect and defend the Constitution of the United States."

There are no Article VI oaths that can be found for any members of the legislatures (state or federal), or executive and judicial officers of the United States or of the several states. They all have United States Code Title 5 oaths. The President cannot take the Title 5 oath of office. He already has another oath to the people. He and others are deemed to be qualified "to hold and enjoy any Office of honor, Trust or Profit under the United States". Notice that only individuals who are "elected or appointed to an office of honor or profit in the civil service or uniformed services", are required to have the Title 5 oath. They do not hold offices of trust. The President does. Only members of the legislatures of the states and the United States, and executive and judicial officers, who are bound by the Article VI oath, can hold offices of trust. Those who take the Title 5 oath of office can hold offices of honor or profit under the United States. An oath is different than an oath of office.

5 USC § 3331. Oath of office

An individual, except the President, elected or appointed to an office of honor or profit in the civil service or uniformed services, shall take the following oath: "I, AB, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties of the office on which I am about to enter. So help me God."

Judges have the Title 5 oath of office, as well as another one found in Title 28.

Title 28, Sec. 453 says –

Each justice or judge of the United States shall take the following oath or affirmation before performing the duties of his office: "I, [NAME], do solemnly swear (or affirm) that I will administer justice without respect to persons, and do equal right to the poor and to the rich, and that I will faithfully and impartially discharge and perform all the duties incumbent upon me as [OFFICER] under the Constitution and laws of the United States. So help me God."

The only constitutional oath able to be found is the oath the President takes, which is word for word the same as the required text in the Constitution. He does not take the oath of office in Title 5. As long as there is one officer with an oath required by the Constitution (not an oath of office required by the Congress), the people still have a trustee for the trust on which the people are the beneficiaries. That beneficial interest is what gives people the right to A4V instruments that are issued for value. They have an antecedent claim from a preexisting contract. Their claim is a right to enjoy freedom with liberty. It is based on Constitutional guarantees. Since 1933, the people also have a right to a distribution from another trust created by President Franklin D. Roosevelt. Since 1933, all property is held by the state. That means the state has the legal title to all substance in the states, but the people have equitable title.

through their beneficial interest in that trust. Taking control of the gold in 1933 would have been unconstitutional if the new trust had not been created. The President's oath is an offer to the people in the several states. It might be prudent for people to accept his oath. It is not an oath that is issued for value; it is an oath made in good faith by the man. The principles of offer and acceptance apply to this very critical premise. If the people have not accepted that oath, how can they expect the man who made it to be working for their benefit? As far as he is concerned, it may appear that none of the people wants him to be their trustee.

Since 1933 the only money in circulation in the United States is credit borrowed from the people. The commercial code adopted by every political State of the United States provides for "value" to be whatever consideration is needed to support a mere simple contract. The President's oath is consideration sufficient to support the simple contract the President (executive trustee) has with the people (beneficiaries). He does not have an oath of office. That is different than an oath. All legislative, executive, and judicial officers performing under him in his capacity as Commander in Chief, have oaths of office. He has a constitutional oath.

=Value is anything recognized as a pledge or the result of a pledge. The birth certificate is the result of the President's oath. Without that one oath, the birth certificate would just be evidence of the obligation every U.S. citizen owes to the United States. Without that one oath, the birth certificate would not be evidence of the obligation the United States owes to the people. On the public side, the birth certificate represents value, and is evidence of a pledge by a U.S. citizen to be a surety for the United States. On the public side, it is security for the pledge of allegiance to the United States and its statutes, made by U.S. citizens. On the private side, it is a receipt, and is evidence of a promise made by the President to the people. On the private side, it is security for the promise of distributions from the trust to the people as beneficiaries. It is a receipt for the use of the baby's physical description that was symbolically delivered by an informant (Mom) to the United States. The setoff resulting from accepting an instrument for value is a distribution from the trust.
Setoff = distribution.

Acceptance

When you accept for "value", you are accepting whatever consideration the United States has offered to you as evidence of an obligation it has to you as a beneficiary, as well as whatever consideration is offered on the instrument that is being transferred to you through the U.S. citizen you represent. The United States is humbling itself by asking you to give it assistance. It is applying for credit on every instrument that is issued or transferred for value. If you just receive one of these instruments without accepting it for value and returning it for value, the presumption is that you intend to pay it. You can pay it with a check, or you can pay it with your prepaid account. It is up to you, but you have to pay it immediately, or you will be deemed to be in dishonor. If you A4V, you can use a distribution from the trust to "pay" the instrument. If you just retain it or argue about the existence or amount of the request, you will pay it with a check, tangible property, or your body.

EXHIBIT - C

COPIES OF THE ORIGINAL OFFER AND FIRST PAGE OF THE CASE SUMMARY ACCEPTED FOR HONOR AND VALUE - SPECIALLY DEPOSITED WITH THE U.S. TREASURY AS A DONATED - GIFT THAT NOT ONLY EXTINGUISHES ANY LIABILITY ATTACHED THERETO, BUT ALSO HELPS PAY INTEREST ON THE NATIONAL DEBT. PER 31 USC 3113.

39, 41, 43, 45

NOTE : THE "DEPOSIT RECEIPTS" WERE NOT USED WITH THE ORIGINAL ACCEPTED ABOVE OFFERS (PAGES 15, 17) BUT WERE USED WITH LATER ACCEPTED OFFERS OF ORDERS OF DENIALS AND DISMISSEALS IN MY ONGOING QUEST TO OBTAIN MY BENEFIT SO THIS ADMINISTRATIVE - HOLD CAN BE LIFTED OFF MY RESIDENT/ REGISTERED NAME. SEE PAGES 18, 20, 22 . ALSO NOTE, TO KEEP THE VOLUME OF PAGES AT A MINIMUM, ONLY THE FIRST PAGE (FRONT AND BACK) ARE SHOWN HEREIN.

42, 44, 46

Rockney Willard Martineau, Estate,
Executor Office,
Nation-Arizona,
General-Post Office,
Phoenix,
United States Minor, Outlying Islands.
Near. [85026-9998]

COPY

29

night - of two-nine May two-zero-two-zero
1000 2000 1000 1000 1000

Department of Treasury
Office of the Executive Secretary (OMB)
Attention: Steven Mnuchin, Officer in Charge
United States Department of Treasury
1500 Pennsylvania Ave., N.W., Room 3413
Washington, D.C.
USA [20220]

To: The Office of Executive Secretary, etcetera all.

From: Executor Office -- Rockney Willard Martineau, Estate.

Regarding: Unauthorized administration of Rockney Willard Martineau, Estate;
[CR2016-001315-002]

Enclosed you will find "abandoned" paperwork which appears to erroneously "allege" that Shawn L. Steinberg -- Private BAR Card enrollee in the Arizona State BAR Association with BAR # 020694, who by their un-warranted acts, fraudulently claims authority from this Executor Office to administer for the Rockney Willard Martineau Estate.

As Occupant to the Executor Office of the Rockney Willard Martineau Estate, I have enclosed the claim order papers where I have accepted all these offers for honor and value and assigned them to the United States as a gift on condition the debt be retired and never re-issued and that the person and property be discharged and released for the cause referenced above as I am ensuring that this unauthorized administration is corrected and removed from the estate. I am transferring the interest of the name spelled as follows, Rockney Willard Martineau, to the state of birth, State of Utah, because they are the holder/custodian of it; release the expectancy to the account of the United States for credit to the Social Security account number 526291903 to account for, obliterate and extinguish any debt, duty, obligation and to ensure quiet enjoyment of person and property.

You will forthwith give notice to the Office of the State Court Administrator located at 411 Arizona State Courts Building, 1501 West Washington, Phoenix, Arizona 85007 that the full debt, duty, and obligation has been obliterated and extinguished and that the person and property be discharged and released for the cause referenced above. You are hereby warranted by the Executor Office to cease and desist this fraud or seizure of the estate property and this claim for honor and value is hereby approved. This claim is to be expedited immediately and is hereby adjourned and not be revisited.

govern yourself accordingly.

Certified Document:

by: executor

Rockney Willard Martineau

Executor Office.

Rockney Willard Martineau, Estate.

Nation-Arizona.

General-Post Office.

Phoenix.

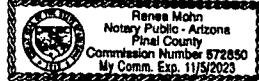
United States Minor, Outlying Islands.

Near. [85026-9998]

STATE OF ARIZONA)
) JURAT
COUNTY OF PINAL)

Subscribed and sworn to before me, a Notary Public, this 15 day of June 2020, upon satisfactory evidence to the identity of the affiant subscribed and sworn above.


(Seal)
NOTARY PUBLIC
My Commission expires: 11/05/2023



Rockney Willard Martineau, Estate.
Executor Office.
Nation-Arizona.
General-Post Office.
Phoenix.
United States Minor, Outlying Islands.
Near. [85026-9998]

COPY

30

night - of two-nine May two-zero-two-zero

1116 0200 05 05 2020

Office of State Court Administrator
Attention: David K. Byers, Officer in Charge
411 Arizona State Courts Building
1501 W. Washington Street
Phoenix, Arizona
USA [85007]

To: The Office of State Court Administrator, etcetera all.

From: Executor Office - Rockney Willard Martineau, Estate.

Regarding: Unauthorized administration of Rockney Willard Martineau, Estate;
[CR2016-001315-002]

As Occupant to the Executor Office of the Rockney Willard Martineau Estate, I have enclosed a copy of the claim order paper sent to the Department of Treasury accepting for honor and value on behalf of the United States. As the order paper obliterates and extinguishes any debt, duty, obligation and is to ensure quiet enjoyment of person and property, you are herein and hereby warranted to forthwith issue an Unconditional Discharge and Removal of the Case from the records involving the Rockney Willard Martineau Estate. You are hereby warranted by the Executor Office to cease and desist this fraud or seizure of the estate property. This claim is hereby adjourned.

govern yourself accordingly.

by: executor *Rockney Willard Martineau*

Executor Office.

Rockney Willard Martineau, Estate.

Nation-Arizona.

General-Post Office.

Phoenix.

United States Minor, Outlying Islands.

Near. [85026-9998]

Certified Document:

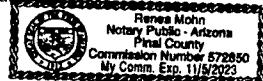
Copy to: Office of Governor,
State of Utah.

Copy to: Office of Attorney General,
State of Utah.

STATE OF ARIZONA)
) JURAT
COUNTY OF PINAL)
)

Subscribed and sworn to before me, a Notary Public, this 15 day of June 2020, upon satisfactory evidence to the identity of the affiant subscribed and sworn above.


(Seal)
NOTARY PUBLIC
My Commission expires: 11/5/2023



COPY

Rockney Willard Martineau, Estate,
Executor Office,
Nation-Arizona,
General-Post Office,
Phoenix,
United States Minor, Outlying Islands,
Near. [85026-9998]

31

Office of Secretary of Transportation
Attention: Elain I. Choa, Officer in Charge
United States Department of Transportation
1200 New Jersey Ave. SE
Washington, D.C.
USA [20590]

To: The Office of Secretary of Transportation, etcetera all.

From: Executor Office - Rockney Willard Martineau, Estate.

Regarding: Unauthorized administration of Rockney Willard Martineau, Estate;
[CR2016-001315-002]

As Occupant to the Executor Office of the Rockney Willard Martineau Estate, I am informing you that you are herein and hereby warranted to accept the reversionary interest back to the United States, associated to the claim order sent to the Department of Treasury (copy enclosed), as a gift in exchange for hospitality and safe harbor. You are hereby warranted and this claim is hereby approved. This claim is hereby adjourned.

govern yourself accordingly.

by: executor *Rockney Willard Martineau*

Executor Office.

Rockney Willard Martineau, Estate.

Nation-Arizona.

General-Post Office.

Phoenix.

United States Minor, Outlying Islands.

Near. [85026-9998]

Certified Document:

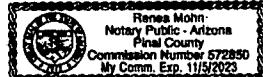
Copy to: Office of Governor,
State of Utah.

Copy to: Office of Attorney General,
State of Utah.

STATE OF ARIZONA)
)
) JURAT
COUNTY OF PINAL)

Subscribed and sworn to before me, a Notary Public, this 15 day of June 2020, upon satisfactory evidence to
the identity of the affiant subscribed and sworn above.


NOTARY PUBLIC (Seal)
My Commission expires: 11/05/2023



COPY

RECEIVED W. Willard Martineau Estate
1. Executive Office
National -新疆
General Post Office
Phoenix.
United States Minor Outlying Islands
Nan: 185026-00081

RIGHT - of two-nine May two-zero-zero-zero-zero

32

Office of State Court Administrator
Attention: David K. Ryers, Officer in Charge
411 Arizona State Courts Building
1501 W. Washington Street
Phoenix, Arizona
USA 85007

To: The Office of State Court Administrator, etcetera all.

From: Executive Office - Rockney Willard Martineau Estate.

Regarding: (Unauthorized administration of Rockney Willard Martineau Estate.

As Occupant in the Executive Office of the Rockney Willard Martineau Estate, I have enclosed a copy of the claim order paper sent to the Department of Treasury ascertaining for honor and value on behalf of the United States. As the order paper obliterates and extinguishes any debt, duty, obligation and is to ensure quiet enjoyment of person and property, you are herein and hereto warranted to forthwith issue an Unconditional Discharge and Removal of the Case from the records involving the Rockney Willard Martineau Estate. You are hereby warranted by the Executive Office to cease and desist this fraud or seizure of the estate property. This I am so hereby advised.

Yours in trust I second my

by: Executive *Rockney Willard Martineau*
Executive Office
Rockney Willard Martineau Estate.
Native -Arizona.
General -Post Off. etc.
Phoenix

cc: to Office of Attorney General
State of Utah
Native -Arizona
Native -Post Off. etc.
Phoenix
United States Minor Outlying Islands.
Near [R:5026-00081]

COUNTY OF ARIZONA

JURAT

COURT OF FINAL

Subscribed and sworn to be! we me, a Notary Public, this 15 day of June 2020, upon satisfactory evidence to the identity of the affiant subscribed and sworn above.

Rockney W. Martineau (Signature)
NOTARY PUBLIC
(Seal)
My Commission expires, 1/5/2023

Rockney Willard Martineau, Estate.
Executor Office.
Nation-Arizona.
General-Post Office.
Phoenix.
United States Minor, Outlying Islands.
Near. [85026-9998]

Utah Attorney General's Office
State Capitol, Rm. 236
Salt Lake City, UT 84114

To: Utah Attorney General

From: Executor Office – Rockney Willard Martineau, Estate.

Regarding: Unauthorized administration of Rockney Willard Martineau, Estate;
[CR2016-001315-002 and CR2012-008436-001]

Enclosed for your attention. Kindly monitor or intercede in this situation as required.

govern yourself accordingly.

by: executor Rockney Willard Martineau
Executor Office.
Rockney Willard Martineau, Estate.
Nation-Arizona.
General-Post Office.
Phoenix.
United States Minor, Outlying Islands.
Near. [85026-9998]

Rockney Willard Martineau, Estate.
Executor Office.
Nation-Arizona.
General-Post Office.
Phoenix.
United States Minor, Outlying Islands.
Near. [85026-9998]

5/29/2020

Arizona Governor's Office
1700 West Washington
Phoenix, AZ 85007

To: Arizona Governor's Office

From: Executor Office – Rockney Willard Martineau, Estate.

Regarding: Unauthorized administration of Rockney Willard Martineau, Estate;
[CR2016-001315-002 and CR2012-008436-001]

Enclosed for your attention. Kindly monitor or intercede in this situation as required.

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Rockney Willard Martineau, Estate.
Executor Office.
Nation-Arizona.
General-Post Office.
Phoenix.
United States Minor, Outlying Islands.
Near. [85026-9998]

05/29/2020

Arizona Attorney General's Office
2005 N. Central Ave.
Phoenix, AZ 85004

To: Arizona Attorney General

From: Executor Office – Rockney Willard Martineau, Estate.

Regarding: Unauthorized administration of Rockney Willard Martineau, Estate;
[CR2016-001315-002 and CR2012-008436-001]

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Near. [85026-9998]

Rockney Willard Martineau, Estate.
Executor Office.
Nation-Arizona.
General-Post Office.
Phoenix.
United States Minor, Outlying Islands.
Near. [85026-9998]

05/29/2020

Utah Governor's Office
Utah State Capitol
Suite 200
Salt Lake City, UT 84114

To: Utah Governor's Office

From: Executor Office – Rockney Willard Martineau, Estate.

Regarding: Unauthorized administration of Rockney Willard Martineau, Estate;
[CR2016-001315-002 and CR2012-008436-001]

Enclosed for your attention. Kindly monitor or intercede in this situation as required.

govern yourself accordingly.

by: executor Rockney Willard Martineau
Executor Office.
Rockney Willard Martineau, Estate.
Nation-Arizona.
General-Post Office.
Phoenix.
United States Minor, Outlying Islands.
Near. [85026-9998]

TRANSFER TAX CERTIFICATE

OMB: 1545-0877

MICHAEL R. JEANES, CLERK
BY DEP 1099-A

A. METOYER-LOTT, FILED

16 FEB 22 PM 3:37

MARK BRNOVICH
Attorney General
Firm Bar No. 14000SHAWN L. STEINBERG
State Bar No. 020694
Assistant Attorney General
1275 West Washington Street
Phoenix, Arizona 85007-2926
Telephone 602-542-3881
crmfraud@azag.gov

Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

STATE OF ARIZONA,

Plaintiff,

v.

JASON COREY BULLARD (001),
(Counts 1-3)ROCKNEY WILLIAM MARTINEAU (002),
(Counts 1-3)

Defendants.

Case No. CR

78 SGJ 55

CR 2016-01346-002

INDICTMENT

CHARGING VIOLATIONS OF

COUNTS 1: ATTEMPTED
FRAUDULENT SCHEMES &
ARTIFICES, Class 3 Felony, in violation of
A.R.S. § 13-2310COUNT 2: ILLEGALLY
CONDUCTING AN ENTERPRISE, a
Class 3 Felony, in violation of A.R.S. § 13-
2312COUNT 3: FORGERY, a Class 4 Felony,
in violation of A.R.S. § 13-2002

2 Sided

The Arizona State Grand Jury accuses, JASON COREY BULLARD AND
ROCKNEY WILLIAM MARTINEAU, charging on this 22nd day of February, 2016,
that in or from Maricopa County, Arizona:

That the foregoing is True and Correct
Rockney William Martineau
 Signature

TRANSFER TAX CERTIFICATE

OMB:1545-0877

1099-A
Michael K. Jeanes, Clerk of Court
*** Filed ***

38

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

10/19/17 8:00am

CR2016-001315-002 DT

10/06/2017

JUDGE M. SCOTT MCCOY

CLERK OF THE COURT
T. Rudge/K. Sotello-Stevenson
Deputy

STATE OF ARIZONA

v.

ROCKNEY WILLARD MARTINEAU (002)
DOB: 05/28/1963

SHAWN STEINBERG

REBECCA FELMLY

AZ DOC
DISPOSITION CLERK-CSC
RFR
VICTIM WITNESS DIV-AG-CCE

1 I ACCEPT THIS OFFER FOR
THE UNITED STATES (4 USC 741) 3:30 PM
2 VALUE AND/OR HONOR ON BEHALF OF
3 THE UNITED STATES PER 3:30 PM
4 2015 (4 USC 741)

SENTENCE OF IMPRISONMENT

3:25 p.m.

Courtroom SCT 5A

State's Attorney: Shawn Steinberg
Defendant's Attorney: Rebecca Felmy
Defendant: Present

Court Reporter, Jennifer Church, is present.

A record of the proceedings is also made digitally.

LET THE RECORD REFLECT a bench conference was held between Court and counsel prior to calling this matter on the record.

Count(s) 1: The Defendant was found guilty after a trial by jury.

Docket Code 193

Form R193

Page 1

CERTIFICATE OF DEPOSIT SLIP

Depository Bank and address: United States Treasury
1500 Pennsylvania Avenue, N.W.
Washington, D.C. 20220

Routing Number: Unknown/N/A Mailed First Class On: 02/27/2021

Entitlement Holder name: United States / US Treasury

Account number: 526291903 Securities Intermediary: US Treasury

Type of deposit: Special: Credit: Pledge: Debit:

Instrument/Corpus account no. CR 2016-001315-002

Original Distribution of Corpus: Sub-corpus:

Amount of deposit: Stated: \$ Not Stated Corpus:

Name of Original Estate (Birth certificate) Rockney Willard Martineau

Maker/Drawer of Corpus: Clerk, Maricopa County Superior Court

DMB No. None. Assigned 1545-0877(1099-A) as abandoned property and acquisition of a security interest.

Interest assigned to: State of UTAH (State of Birth)

Primary Beneficiary who receives the Expectancy/Reversionary interest: United States

Name of Sub-beneficiary: Rockney Willard Martineau

Benefit Sub-beneficiary receives: Fines, Fees, Penalties, Charges: SET-OFF

Supporting laws: HJR-192 (06/05/1933); 38 Stat., 265 (12 USC 411) 40 Stat., 415 (12 USC 95a(2)); 32 Stat., 1803 Hague Treaty Series 403, Articles 43 and 45; 22 Stat., 940 Treaty Series 377, International Red Cross Convention, 1864; Lieber Code general orders 100, Articles 32 and 38; Law of Nations, Book 1, 192 and 196; Kominsky v. U.S. (1988); Universal Declaration of Human Rights (UDHR) Articles 3, 4; International Covenant on Civil & Political Rights (ICCPR) Articles 1, 5, 8, 9, 11, 16; International Covenant on Economic, Social and Cultural Rights (ICESCR) Articles 1 and 6.

COPY TO: Clerk, Maricopa County Superior Court; 201 W. Jefferson St., Phoenix, AZ 85003
Court of Appeals, 1501 West Washington, Phoenix, AZ 85007
Maricopa County Attorney, 301 W Jefferson St., Phoenix, AZ 85003

TRANSFER TAX CERTIFICATE

OMB:1545-0877
(1099-A)



1 CA-CR 20-0452 PRPC
STATE OF ARIZONA VS MARTINEAU

PAGE 340

Electronic Index of Record
MAR Case # CR2016-001318-002

No.	Document Name	Filed Date
1.	INDICTMENT	Feb. 22, 2016
2.	**RESTRICTED** COURT INFORMATION SHEET (CRIS)	Feb. 22, 2016
3.	ME: GJ TRUE BILL/WARRANT ISSUE [02/24/2016]	Feb. 22, 2016
4.	ME: ORDER ENTERED BY COURT [02/23/2016]	Feb. 23, 2016
5.	FINAL RELEASE QUESTIONNAIRE	Feb. 26, 2016
6.	FINAL RELEASE ORDER AND ORDER REGARDING COCNSL	Feb. 26, 2016
7.	WARRANT FOR ARREST	Feb. 26, 2016
8.	ME: NOT GUILTY ARR AIGNMENT [03/04/2016]	Mar. 9, 2016
9.	POSTCARD DATED 03/03/2016	Mar. 10, 2016
10.	PHOTOCOPY COVERSHEET OF REPORTER'S TRANSCRIPT OF PROCEEDINGS H.D. 02/22/2016	Mar. 18, 2016
11.	MOTION TO MOVE CASE TO MENTAL HEALTH COURT	Mar. 22, 2016
12.	NOTICE OF DEFENSES AND REQUEST FOR NOTICE OF REBUTTAL WITNESSES	Mar. 30, 2016
13.	STATE'S NOTICE OF DISCLOSURE AND REQUEST FOR DISCLOSURE	Mar. 30, 2016
14.	STATE'S ALLEGATION OF OFFENSES COMMITTED WHILE RELEASED FROM CONFINEMENT PURSUANT TO A.R.S. 13-708(C)	Apr. 5, 2016
15.	STATE'S MOTION FOR RULE 609 HEARING	Apr. 5, 2016
16.	STATE'S ALLEGATION OF AGGRAVATING CIRCUMSTANCES	Apr. 5, 2016
17.	STATE'S ALLEGATION OF REPETITIVE OFFENDER STATUS	Apr. 5, 2016
18.	RELEASE RECEIPT FOR OFFICIAL COURT FILES, TRANSCRIPTS OR EXHIBITS	Apr. 6, 2016
19.	MOTION FOR TEMPORARY REMOVAL OF OFFICIAL COURT FILES, TRANSCRIPTS OR EXHIBITS	Apr. 6, 2016
20.	ORDER FOR TEMPORARY REMOVAL OF OFFICIAL COURT FILES, TRANSCRIPTS OR EXHIBITS	Apr. 6, 2016

CERTIFICATE OF DEPOSIT SLIP

Depository Bank and address: United States Treasury
 1500 Pennsylvania Avenue, N.W.
 Washington, D.C. 20220

Routing Number: Unknown/N/A Mailed First Class on: 04/13/2021

Entitlement Holder name: United States / U.S. Treasury
 (SSN w/o dashes)

Account number: 526291903 Securities Intermediary: US Treasury

Type of deposit: Special: ✓ Credit: ✓ Pledger: ✓ Debit:

Instrument/Corpus account no. 1 CH - CR 20 - 0452 PRPC

Original Distribution of Corpus: Sub-corpus: ✓

Amount of deposit: Stated: \$ Not Stated Corpus: ✓

Name of Original Estate (Birth certificate) Rockney Willard Martineau

Maker/Drawer of Corpus: AMY WOOD, CLERK / Benjamin A. Armstrong

DMB No. None. Assigned 1545-0877 (1099-A) as abandoned property and acquisition of a security interest.

Interest assigned to: State of UTAH (State of Birth)

Primary Beneficiary who receives the Expectancy/Reversionary interest: United States

Name of Sub-beneficiary: Rockney Willard Martineau

Benefit Sub-beneficiary receives: Fines, Fees, Penalties, Charges: SET-OFF

Supporting laws: HJR-192 (06/05/1933); 38 Stat., 265 (12 USC 411) 40 Stat., 415 (12 USC 95a(2)); 32 Stat., 1803 Haage Treaty Series 403, Articles 43 and 45; 22 Stat., 940 Treaty Series 377, International Red Cross Convention, 1864; Lieber Code general orders 100, Articles 32 and 38; Law of Nations, Book I, 192 and 196; Kominsky v. U.S. (1988); Universal Declaration of Human Rights (UDHR) Articles 3, 4; International Covenant on Civil & Political Rights (ICCPR) Articles 1, 5, 8, 9, 11, 16; International Covenant on Economic, Social and Cultural Rights (ICESCR) Articles 1 and 6.

COPY TO: Clerk, Court of Appeals, 1501 W. Washington St., Phoenix, AZ 85007-3235

RECEIVED

DEC 03 2021

CERTIFICATE OF DEPOSIT RECEIPT

CLERK SUPREME COURT

Mailed First Class on: 12/01/2021

Depository Bank and address:

United States Treasury
 Room 3413
 1500 Pennsylvania Avenue, N.W.
 Washington, D.C. 20220

Routing No.: unknown (N/A)

Name of original Estate (Birth Certificate). Rockney Willard Martineau
 Securities Account No.: (SSN w/o dashes). 526291903

Type of deposit: Special / Pledger / Credit

Amount of deposit if stated: \$ —Original distribution of Corpus: — Sub-Corpus: —Instrument / Corpus Account No.: CR-21-0261-PR

OMB No.: (none). Assigned 1545-0877 (1099-A)

Original Entitlement Holder (now Donor): Rockney Willard Martineau

Securities Intermediary / Fiduciary: Secretary of Treasury.

Acquired Rights from transfer: Secretary of Treasury.

Obligation from Securities Intermediary to Entitlement Holder:

Obliteration, Extinguishment, Setoff, Offset, Discharge, Cancel, etc. all FINES, FEES,
 PENALTIES, TAXES, CHARGES etc. associated with this Securities Account.Interest assigned to State of Birth (Estate): UTAHReversionary / Expectancy Interest assigned to the United States from its purchase of
 the Nation per the 1864 National Bank Act. as beneficiarySupporting laws: HJR-192 / P.L. 73-10 UCC (Uniform Commercial Code). Note:
 Arizona Revised Statutes (ARS 47 = UCC). UCC 1-201(44) 3-303 3-104 3-202 8-102(a) (7,8,9,14,15) 8-501,502,505,116. 50 USC 4305(a)(2); 31 USC 3113 (a)(1)(A)(B)(C)Copy to: Supreme CourtSTATE OF ARIZONA1501 West Washington Street, Suite 402
Phoenix, Arizona 85007

CERTIFICATE OF DEPOSIT RECEIPT

Mailed First Class on: 10/07/2021

Depository Bank and address:

United States Treasury
 Room 3413
 1500 Pennsylvania Avenue, N.W.
 Washington, D.C. 20220

Routing No.: unknown (N/A)

Name of original Estate (Birth Certificate). Rockney Willard Martineau
 Securities Account No.: (SSN w/o dashes). 526291903

Type of deposit: Special / Pledger / Credit

Amount of deposit if stated: \$ N/AOriginal distribution of Corpus: Sub-Corpus: ✓Instrument / Corpus Account No.: 1CA-1CA 81-0105

OMB No.: (none). Assigned 1545-0877 (1099-A)

Original Entitlement Holder (now Donor): Rockney Willard Martineau

Securities Intermediary / Fiduciary: Secretary of Treasury.

Acquired Rights from transfer: Secretary of Treasury.

Obligation from Securities Intermediary to Entitlement Holder:

Obliteration, Extinguishment, Setoff, Offset, Discharge, Cancel, etc. all FINES, FEES,

PENALTIES, TAXES, CHARGES etc. associated with this Securities Account.

Interest assigned to State of Birth (Estate): UTAHReversionary / Expectancy Interest assigned to the United States from its purchase of
 the Nation per the 1864 National Bank Act.

Supporting laws: HJR-192 / P.L. 73-10 UCC (Uniform Commercial Code). Note:
 Arizona Revised Statutes (ARS 47 = UCC). UCC 1-201(44) 3-303 3-104 3-202 8-
 102(a) (7,8,9,14,15) 8-501,502,505,116. 31 USC 3113; 50 USC 4305

Copy to: Clerk, Arizona Court of Appeals Shawn Steinberg
State of Arizona Attorney General
1501 W. Washington St. 2005 N. Central Ave
Phoenix, AZ 85007 Phoenix, AZ 85004

Clerk, Maricopa County Superior Court
201 W. Jefferson St.
Phoenix, AZ 85003

TRANSFER TAX CERTIFICATE OMB:1545-0877⁴⁶
NOTICE: NOT FOR OFFICIAL PUBLICATION
UNDER ARIZONA RULE OF THE SUPREME COURT 111(A), THIS DECISION IS NOT PRECEDENTIAL
AND MAY BE CITED ONLY AS AUTHORIZED BY RULE.

I RECEIVED THIS OFFER FOR VALUE
AND HONOR ON BEHALF OF THE
UNITED STATES PER 38 STAT. 265 (R USE 411)
AND HONOR ON BEHALF OF THE U.S. TREASURY
EXEMPT FROM LEVY
CHARGEABLE TO THE ARIZONA COURT OF APPEALS AND OR
CHARACTER I.D. # Rockney Willard Martineau: 526291903
EXEMPT DEPOSIT TO THE ARIZONA COURT OF APPEALS AND OR
THE HONORABLE Michael J. Brown
IN THE
ARIZONA COURT OF APPEALS, DIVISION ONE
STATE OF ARIZONA, Respondent
ROCKNEY W. MARTINEAU, Petitioner.
No. 1 CA-CR 21-6305 DPL
FILED 9-30-2021

THIS IS THE EXPIRATION OF THE ITEM
AND IS THE AUTHORIZATION THROUGH
THE STATE THROUGH
MY RESIDENT NAME

Petition for Review from the Superior Court in Maricopa County
No. CR2016-001315-002
The Honorable M. Scott McCoy, Judge

REVIEW GRANTED AND RELIEF DENIED

APPEARANCES

Maricopa County Attorney's Office, Phoenix
By Amanda M. Parker
Counsel for Respondent

Rockney W. Martineau, Eloy
Petitioner

46-c
STATE v. MARTINEAU
Decision of the Court

MEMORANDUM DECISION

Presiding Judge Randall M. Howe, Judge Brian Y. Furuya, and Judge Michael J. Brown delivered the decision of the Court.

PER CURIAM:

ACCEPTED FOR REVIEW
¶1 Petitioner Rockney W. Martineau seeks review of the superior court's order denying his petition for post-conviction relief, filed pursuant to Arizona Rule of Criminal Procedure 32.1. This is petitioner's third successive petition.

¶2 Absent an abuse of discretion or error of law, this Court will not disturb a superior court's ruling on a petition for post-conviction relief. *State v. Gutierrez*, 229 Ariz. 573, 577 ¶ 19 (2012). It is petitioner's burden to show that the superior court abused its discretion by denying the petition for post-conviction relief. *See State v. Poblete*, 227 Ariz. 537, 538 ¶ 1 (App. 2011) (petitioner has burden of establishing abuse of discretion on review).

¶3 We have reviewed the record in this matter, the superior court's order denying the petition for post-conviction relief, and the petition for review. We find that petitioner has not established an abuse of discretion.

¶4 For the foregoing reasons, we grant review and deny relief.



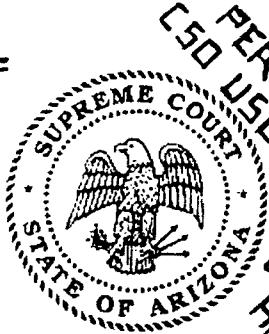
AMY M. WOOD • Clerk of the Court
FILED: AA

TRANSFER TAX CERTIFICATE

OMB:1545-0877

THIS ITEM IS THE EXPIRATION OF
THE ITEM AND IS YOUR
AUTHORIZATION TO LEVY THE
STATE THROUGH MY RESIDENT
NAME

44



Supreme C STATE OF ARIZONA

STATE OF ARIZONA

ROBERT BRUTINEL
Chief Justice

ARIZONA STATE COURTS BUILDING
1501 WEST WASHINGTON STREET, SUITE 402
PHOENIX, ARIZONA 85007
TELEPHONE: (602) 452-3396

TRACIE K. LINDEN
Clerk of the Court

► Clerk of the Court

November 19, 2021

2-sided

RE: **STATE OF ARIZONA v ROCKNEY W MARTINEAU**
Arizona Supreme Court No. CR-21-0261-PR
Court of Appeals, Division One No. 1 CA-CR 20-0452 PRPC
Maricopa County Superior Court No. CR2016-001315-002

GREETINGS:

The following action was taken by the Supreme Court of the State of Arizona on November 19, 2021, in regard to the above-referenced cause:

ORDERED: Petition for Review - DENIED

FURTHER ORDERED: (Second) Petition for Review.

A panel composed of Justice Bolick, Justice Lopez, Justice Beene and Justice King participated in the determination of this matter.

Tracie K. Lindeman Clark

TQ.

Linley Wilson

Amberly Wilson

Rockney Willard

Red Rock Correctional Center

Amy M. Wood

j d

NOTICE: NOT FOR OFFICIAL PUBLICATION.
UNDER ARIZONA RULE OF THE SUPREME COURT 111(c), THIS DECISION IS NOT PRECEDENTIAL
AND MAY BE CITED ONLY AS AUTHORIZED BY RULE.

IN THE
ARIZONA COURT OF APPEALS
DIVISION ONE

STATE OF ARIZONA, *Respondent*,

v.

ROCKNEY W. MARTINEAU, *Petitioner*.

No. 1 CA-CR 20-0452 PRPC
FILED 5-6-2021

Appeal from the Superior Court in Maricopa County
No. CR2016-001315-002
The Honorable M. Scott McCoy, Judge

REVIEW GRANTED; RELIEF DENIED

APPEARANCES

Rockney W. Martineau, Eloy
Petitioner

STATE v. MARTINEAU
Decision of the Court

MEMORANDUM DECISION

Presiding Judge D. Steven Williams which Judge Jennifer B. Campbell and Judge James B. Morse Jr. delivered the decision of the Court.

PER CURIAM:

¶1 Petitioner Rockney W. Martineau seeks review of the superior court's order denying his petition for post-conviction relief, filed pursuant to Arizona Rule of Criminal Procedure 32.1. This is petitioner's first petition.

¶2 Absent an abuse of discretion or error of law, this court will not disturb a superior court's ruling on a petition for post-conviction relief. *State v. Gutierrez*, 229 Ariz. 573, 577, ¶ 19 (2012). It is petitioner's burden to show that the superior court abused its discretion by denying the petition for post-conviction relief. *See State v. Poblete*, 227 Ariz. 537, 538 ¶ 1 (App. 2011) (petitioner has burden of establishing abuse of discretion on review).

¶3 We have reviewed the record in this matter, the superior court's order denying the petition for post-conviction relief, and the petition for review. The petitioner has failed to show an abuse of discretion.

¶4 For the foregoing reasons, this court grants review but denies relief.



AMY M. WOOD • Clerk of the Court
FILED: AA

No. _____

IN THE
SUPREME COURT OF THE UNITED STATES

Rockney Willard Martineau — PETITIONER
(Your Name)

VS.

STATE OF ARIZONA/ARIZONA ATTORNEY GENERAL — RESPONDENT(S)
Att: Shawn L. Steinberg

PROOF OF SERVICE

I, Rockney Willard Martineau, do swear or declare that on this date, February 18, 2022, as required by Supreme Court Rule 29 I have served the enclosed MOTION FOR LEAVE TO PROCEED IN FORMA PAUPERIS and PETITION FOR A WRIT OF CERTIORARI on each party to the above proceeding or that party's counsel, and on every other person required to be served, by depositing an envelope containing the above documents in the United States mail properly addressed to each of them and with first-class postage prepaid, or by delivery to a third-party commercial carrier for delivery within 3 calendar days.

The names and addresses of those served are as follows:

Arizona Attorney General, Att: Shawn L. Steinberg
2005 N. Central Avenue
Phoenix, Arizona 85004

I declare under penalty of perjury that the foregoing is true and correct.

Served on February 18, 2022

Rockney Willard Martineau
(Signature)