

May 21, 2012

Via Certified U.S. Mail

To: Tiffany-Sehaak
Case Manager
Bond Claim Department
7901 Skansie Avenue, Suite 140
Mailing address: PO Box 889
Gig Harbor, Wa 98335
Phone: (253) 853-2213
Tiffany.Schaak@theharford.com

Re: Surety: Hartford Fire Insurance Company (“Hartford”)
Principal: Various Public Officials
Obligee: Clark County, Washington
Claim No.: 564 S 45336
Bond No.: 52 BSB AT6744
Claimant: David A. Darby

Dear Ms Sehaak:

1. I have read the Uniform Bonding Code - Copy Annexed, and I have also read Bonding, Liability, and Duty of Care - Copy Annexed.
2. I understand bonding companies are responsible for bonding the lawful activities of government officials, and bonding companies are only responsible for lawful acts that government officials commit that inadvertently cause harm.
3. However, I also understand that bonding companies are not monetarily responsible, when the bonded government official commits a criminal act against the people; specifically an act that the bonding company may not lawfully bond. (18 USC 3)
4. I understand that when a bonded government officer commits a criminal act, the only responsibility the bonding company has, is to cancel the bond and with-draw support of the criminally offensive public official. The bonding company is liable monetarily, only if the bonding company does not cancel the bond of the public official that is acting criminally. It is in the best interests of the bonding industry to notify all other bonding companies of this fact for their own protection. This guarantees that the public official is removed from office and can never be bonded again, by any bonding company.

See the article Laverne Donald Holenbeck starting on page 10 within the affidavit of rebuttal Dated April 2nd 2012. In that case, Judge Alfred T. Sulmonetti was removed from the bench as a result of the filing of four criminal complaints against him of the same sort as those which I have filed and Recognized by the bonding company, in that case, as an obligation of \$2,000,000. (Aetna Insurance?)

5. I would like your response to my understanding of this situation.

Here is my analysis of your letter:

On April 18, 2012 Hartford Insurance received a copy of the following documents:

Line: 1

Quote:

- A. Document titled “United States Constitutional Citation Criminal Complaint Affidavit and Brief of Information” dated January 4, 2012
- B. Order Dismissing Complaint dated February 10, 2012 in Case No, 12-MC-5000BHS
- C. Document titled “ Affidavit of Rebuttal and Demand of Access to a Public Grand Jury dated April 2, 2012
- D. Document titled “Affidavit of Default and Demand for Payment” dated April 16, 2010 (although it is attested on April 16, 2012).

Comment: These are all correct in the order in which they are listed.

Line: 2

Quote: It is unclear from the documents presented whether it is your intention to make claim against the referenced bond and, if so, the public official against which you are alleging failures, the specific breaches of duty and the resulting harm.

Comment:

- A. I hope that parts 1 thru 5 relating to my understanding of bonding make my position more clear.
- B. If I understand the bonding position clearly, it is not my intent to make a monetary claim against your referenced bond. You are only liable and responsible if you fail to revoke the bond(s).
- C. I believe that I have clearly stated the names of the public officials which have failed in their specific performance with outright deliberate criminal neglect, breaches of duty and the resulting public harm. They are clearly listed as defendants on the Criminal Complaint Case # MC-5000BHS.
- D. I am planning to release a Distress of the Bond Affidavit in the very near future. Hartford Insurance Company will also be served a copy of this Affidavit of Distress.
- E. Hartford Insurance can protect itself and avoid monetary liability for the bonds by immediately canceling all of the bonds of the named defendant’s, due to the fact that all of the named defendants are in Default. The Criminal Complaint now stands as proof they are Guilty of Criminal Activities in Commercial and Statute Law.

Line: 3

Quote: The document titled “Affidavit of Default and Demand for Payment”, states in the last sentence of the first paragraph “All the bonds are now forfeit.”

Comment: In the document titled “Affidavit of Default and Demand for Payment”, I am trying to convey, that the bonding company must cancel the bonds, due to the fact that the criminal complaint has not been point-by-point, categorically challenged by the offending defendant parties, hence the commercial side of the criminal complaint is now in default as a lien. Without the serious acknowledgment of the prosecutor, with respect to the criminal complaint pursuant to 18 USC 4, the matter will remain in the domain of ordinary negligence and damages, hence an obligation of the bonding company. It is the duty of the prosecutor to prosecute this matter, not unloaded on the bonding company. The burden should be on the judicial system, not the bonding company. Therefore, in order to avoid an

unwarranted collection against the bond, it is in the best interest of your bonding company to educate the prosecutor as to his responsibilities to your bonding company. The reason for close partitioning in bonding is to protect the bonding company from unreasonable claims, which obviously includes collections on criminal damages which are deliberately caused by the bonded party. The criminal apathy of public officials, if it escapes identification, could become very expensive to bond.

Two Universal Maxims apply: An ounce of prevention is worth a pound of cure and an error uncovered is two thirds destroyed.

Line: 4

Quote: Please advise if this is directed at the referenced bond and, if so, the grounds for such demand.

Comment: Yes, this is directed at the referenced bond, but not in a monetary sense. The rules in bonding, as I understand them, are that the bonding company is only bonding legal actions that have hurt someone. The bonding company, cannot bond a criminal activity. Therefore, since the criminal activity was outside the parameters of the bond, the bonding company is not responsible monetarily. The bonding company only becomes liable if they continue to bond the public official that has committed and continues to commit criminal acts. Please do correct me if I have misunderstood this point.

Line: 5

Quote: The last paragraph in this document states: “Demand that all bonding companies and the Bar insurance program for judges and attorneys forfeit the bonding insurance for each defendant”.

Comment: This line was intended for the Bar insurance program and the bonding company. If the bonding company does not cancel the bonds for the defendants that have treated the criminal complaint affidavit with contempt, then the bonding company(s) becomes liable for the monetary portion of the bond. By not answering the affidavit of criminal complaint the defendants have agreed to the allegations with in the criminal complaint and are now guilty of all charges. As I re-read that line, I see that I could have worded it better.

Line: 6

Quote: We again ask if this is directed at the referenced bond and, if so, the factual and legal support for your demand.

Comment: I believe that I have answered this one, but I will again attempt to reiterate that I am not looking for any monetary gain from the bonding company. The bonding company is also in a precarious position in this matter. Hartford Insurance did not in good faith, bond any public official so that the public official in question could commit criminal acts. This is the only process left to a citizen to bring about change and freedom for all people in the State of Washington. I want to work with the bonding company to produce a positive change and the remove public officials that are committing criminal acts from their positions.

Line: 7

Quote: We are not aware of being a Defendant in any pending action which you have brought or any service of a summons or demand for production, please advise if we are incorrect.

Comment: You are not currently a Defendant; however you may become a Defendant as an accomplice, if the Hartford Insurance Company continues to bond criminals. Full disclosure in commercial law implies the introduction of all interested parties of an action. Any party, who encourages an action by contributing econo-motive force, becomes a surety to the acts of the principal, hence an accessory accomplice, Title 18 Section 3. Naturally, your bonding company as a surety does not want its board of directors to become accomplices as defined under Title 18 Section 3. Therefore, the law affords your company the power of discretion to withdraw from any activity which would compromise your position of being a public servant, which is the intrinsic nature and purpose of being a bonding company. Actions speak louder than words, so **You** are not a defendant unless you choose to be.

Line: 8

Quote: Please feel free to give a call if you would like to discuss. Thank you.

Comment: I will give you the same opportunity to give me a call after you read this and absorb what the ramifications are to your company, to the people of the State of Washington and eventually to all the people of the United States of America.

Thank you for the opportunity to respond to you. I look forward to hearing from you, my telephone number is 360-606-8009. I am looking forward to working together with you and the Hartford Insurance Company.

Sincerely,

David A. Darby
PO Box 772
Amboy, Washington Zip exempt
Phone: 360-606-8009
Email: ddarby63@gmail.com