

Vicki Corona
4804 Laurel Canyon Bl, \$125
Studio City, CA 91607
818 679-0168

UNITED STATES DISTRICT COURT
FEDERAL JURISDICTION

Vicki Corona,

Plaintiff,

v

XEROX STATE & LOCAL SOLUTIONS,
INC., CITY OF LOS ANGELES, CITY OF
BURBANK, STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES,
LOS ANGELES PARKING VIOLATIONS
BUREAU, Lt. Harver, Robert Andalon, Jaime
de la Vega, David H. Girard, Wayne Garcia,
and DOES 1-20, Inclusive,

Defendants.

Case No.

Declaration of Plaintiff

Date:
Time:
Dept:

To the Honorable Court and All Parties in Interest:

I, Vicki Corona, declare as follows:

1 1. I have personal knowledge of the facts herein. If called upon to testify on the
2 statements below, I would and could do so competently. All facts stated herein are true of my
3 own personal knowledge, except to those facts stated on information and belief, and to those
4 facts, I believe them to be true.

5 2. I am the sole owner of the 1989 Dodge Ram Van (hereafter “Van”) ticketed for
6 non-registration by the City of Los Angeles and impounded by City of Burbank Police
7 Department for non-registration.
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9 3. I travel behind the wheel of said conveyance by lawful right and do not traffic in
10 commerce. Thus, I am not required to have registration plates on the automobile, nor am I
11 required to carry a driver’s license, although I currently possess one. I have recently withdrawn
12 my consent to that driver’s license with the State of California DMV (“DMV”) and have
13 requested it be canceled.

14 4. DMV’s “driving” requirements were formerly presented to me as an obligation of
15 law when, in fact, they were an unlawful contract forced upon me that I never knowingly or
16 intentionally agreed to. This is akin to someone who forces you to wax their floor at gun point.
17 They do not have a valid contract, just a threat of force.

18 5. Throughout my previous registered and licensed years, DMV imposed said
19 unlawful contract upon me which violated my rights under color of law and attempted to enslave
20 me into obeying such invalid contract. I formally withdrew my consent yet I am still ticketed,
21 and now impounded, when the right of travel by automobile without government interference is
22 highly defined and highly specific. All Americans have an unalienable right of travel by non-
23 commercial automobile on the public streets and highways throughout the 50 united states, and I
24 have exercised that right in good faith.
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1 6. I have made demand for the return of the Manufacturers Certificate of Origin
2 (MSO – true ownership certificate) and the Bill of Lading from California DMV, with no
3 response forthcoming. I have also vacated any contracts with the State of California regarding
4 traveling in my car, and have served DMV with a Notice of Allodial Ownership. This removed
5 my car from the State’s commercial claim and put all who need to know on Notice. I also
6 purchased and displayed a paper plate “Allodial” to give further Notice that the subject van was
7 held in allodium by me. Yet local and state government continues to trample on my rights.

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9 7. Beyond all the other well-established rights to allodium, DMV itself exempts my
10 van: "... This section [2 of the Motor Vehicle Act] provides that: ... such self-propelling vehicles
11 as are used neither for the conveyance of persons for hire, pleasure, or business, nor for the
12 transportation of freight, are hereby exempted from the payment of the fees in this act prescribed.
13 The department shall furnish, free of charge, distinguishing plates for motor vehicles thus
14 exempt." Marin Municipal Water Dist. v. Chenu (1922) 188 Cal. 734, 737. No plate was ever
15 forthcoming from DMV.

16 8. The Duty of the Licensor / DMV Commissioner: The information created and
17 surrounding the stricti juris doctrine regarding a particular license which may, or may not, be
18 represented by and revealed within the contents and control of a license agreement -- “but must
19 be revealed upon demand, and failure to do so is concealment, a withholding of material facts
20 (the enducing, contractual consideration) known by those who have a duty and are bound to
21 reveal.” Dolcater v. Manufacturers & Traders Trust Co., D.C.N.Y., 2F.Supp. 637, 641.

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23 9. “**But whenever the operation and effect of any general regulation is to**
24 **extinguish or destroy that which by law of the land is the property** of any person, so far as it
25 has that effect, it is unconstitutional and void. Thus, a **law is considered as being a deprivation**

1 **of property** within the meaning of this constitutional guaranty **if it deprives an owner of one of**
2 **its essential attributes, destroys its value, restricts or interrupts its common, necessary, or**
3 **profitable use,** hampers the owner in the application of it to the purposes of trade, **or imposes**
4 **conditions upon the right to hold or use it and thereby seriously impairs its value.** 167 Am.
5 Jur. 2d, Constitutional Law, Section 369.

6
7 10. Use determines classification **"The use to which an item is put, rather than its**
8 **physical characteristics,** determine whether it should be classified as ``consumer goods" under
9 UCC 9-109(1) or ``equipment" under UCC 9-109(2)." Grimes v Massey Ferguson, Inc., 23 UCC
10 Rep Serv 655; 355 So.2d 338 (Ala., 1978). "Under UCC 9-109 there is a real distinction
11 between goods purchased for personal use and those purchased for business use. The two are
12 mutually exclusive and the **principal use to which the property is put should be considered as**
13 **determinative.**" James Talcott, Inc. v Gee, 5 UCC Rep Serv 1028; 266 Cal.App.2d 384, 72
14 Cal.Rptr. 168 (1968). "In determining whether or not a motor boat was included in the
15 expression household effects, Matter of Winburn's Will, supra [139 Misc. 5, 247 N.Y.S. 592],
16 stated the test to be ``whether the articles are or are not used in or by the household, or for the
17 benefit or comfort of the family"." In re Bloomingdale's Estate, 142 N.Y.S.2d 781, 785 (1955).
18 "The classification of goods in UCC 9-109 are mutually exclusive." McFadden v Mercantile-
19 Safe Deposit & Trust Co., 8 UCC Rep Serv 766; 260 Md 601, 273 A.2d 198 (1971).
20 "The classification of ``goods" under [UCC] 9-109 **is a question of fact.**" Morgan County
21 Feeders, Inc. v McCormick, 18 UCC Rep Serv 2d 632; 836 P.2d 1051 (Colo. App., 1992).
22 **"The definition of ``goods" includes an automobile.**" Henson v Government Employees
23 Finance & Industrial Loan Corp., 15 UCC Rep Serv 1137; 257 Ark 273, 516 S.W.2d 1 (1974).
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1 11. Automobiles are NOT classified as “motor vehicles” if they are not purchased for
2 the purpose of commerce. Rather, they are defined as “consumer goods under UCC 9-109.”
3 Mallicoat v Volunteer Finance & Loan Corp., 3 UCC Rep Serv 1035; 415 S.W.2d 347 (Tenn.
4 App., 1966). "The provisions of UCC 2-316 of the Maryland UCC do not apply to sales of
5 consumer goods (a term which includes automobiles, whether new or used, that are bought
6 primarily for personal, family, or household use)." Maryland Independent Automobile Dealers
7 Assoc., Inc. v Administrator, Motor Vehicle Admin., 25 UCC Rep Serv 699; 394 A.2d 820, 41
8 Md App 7 (1978). "An automobile was part of testatrix' ``household goods" within codicil. In re
9 Mitchell's Will, 38 N.Y.S.2d 673, 674, 675 [1942]."

11 12. Finally, the Defendants, and each of them, have violated 18 USC 241, and
12 conspired against my rights. “If two or more persons conspire to injure, oppress, threaten, or
13 intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free
14 exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the
15 United States, or because of his having so exercised the same . . . They shall be fined under this
16 title or imprisoned not more than ten years, or both . . . “

17 I declare, under penalty of perjury, that the foregoing is true and correct. Executed in
18 Van Nuys, California on June 17, 2013.

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Vicki Corona

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3 color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any
4 State, Territory, Commonwealth, Possession, or District to the deprivation of any rights,
5 privileges, or immunities secured or protected by the Constitution or laws of the United States,...

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8 "An action by Department of Motor Vehicles, whether directly or through a court sitting
9 administratively as the hearing officer, must be clearly defined in the statute before it has subject
10 matter jurisdiction, without such jurisdiction of the licensee, all acts of the agency, by its
11 employees, agents, hearing officers, are null and void." Doolan v. Carr, 125 US 618;

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13 City v Pearson, 181 Cal. 640. "Agency, or party sitting for the agency, (which would be the
14 magistrate of a municipal court) has no authority to enforce as to any licensee unless he is acting
15 for compensation. Such an act is highly penal in nature, and should not be construed to include
16 anything which is not embraced within its terms. (Where) there is no charge within a complaint
17 that the accused was employed for compensation to do the act complained of, or that the act
18 constituted part of a contract." Schomig v. Kaiser, 189 Cal 596. "

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20 When acting to enforce a statute and its subsequent amendments to the present date, the judge of
21 the municipal court is acting as an administrative officer and not in a judicial capacity; courts in
22 administering or enforcing statutes do not act judicially, but merely ministerially". Thompson v.
23 Smith, 154 SE 583. "A judge ceases to sit as a judicial officer because the governing principle of
24 administrative law provides that courts are prohibited from substituting their evidence,
25 testimony, record, arguments, and rationale for that of the agency. Additionally, courts are

1 prohibited from substituting their judgment for that of the agency. Courts in administrative issues
2 are prohibited from even listening to or hearing arguments, presentation, or rational." *ASIS v.*
3 *US*, 568 F2d 284. "Ministerial officers are incompetent to receive grants of judicial power from
4 the legislature, their acts in attempting to exercise such powers are necessarily nullities." *Burns*
5 *v. Sup. Ct.*, SF, 140 Cal. 1. "The elementary doctrine that the constitutionality of a legislative act
6 is open to attack only by persons whose rights are affected thereby, applies to statute relating to
7 administrative agencies, the validity of which may not be called into question in the absence of a
8 showing of substantial harm, actual or impending, to a legally protected interest directly resulting
9 from the enforcement of the statute." *Board of Trade v. Olson*, 262 US 1; 29 ALR 2d 1051.