**NOTICE OF INTENT TO SUE IN FEDERAL COURT**

Re:  Seizure without warrant of a 2014, JEEP GRAND CHEROKEE, with manufacturer’s serial no. 1LSD4ME2WEX0U812, and has not been returned, after having asked you for it verbally twice.

To Whom This May Concern:

**A.  NOTICE FOR RETURN OF MY PROPERTY**

On Thursday January 17 around 12:30 A.M.  your company without warrant  stole my automobile, a forest green JEEP GRAND CHEROKEE. This Automobile was un-encumbered and has NO liens of any kind, and is the private property of john doe.  I did not give you or anyone else permission to take the car.  You took the property only on the say so of someone from the City Police Department whom also did not have a WARRANT.

I am demanding you return said identified property to the following location within 72 hours receipt:

432 River Avenue

City, State Zip

It can be delivered to any uncovered parking space in the parking lot of the complex

**B.  STATEMENT   OF  FACTS**

If the property has not been returned within the time specified herein, A Plus Towing Company agrees that each of the following is true, correct and not misleading:

1. That A Plus Towing has obtained the property without consent of its owner:  john doe;

Oregon Revised Statutes  §164.135 states the following:

**Unauthorized use of a vehicle** (1) A person commits the crime of unauthorized use of a vehicle when:

(a)    The person takes, operates, exercises control over, rides in or otherwise uses another’s vehicle, boat or aircraft without consent of the owner;

1. A Plus Evil Towing is committing Theft by Extorion in requiring that I pay them money for the return of my private property which was taken from me by them.

**O.R.S 164.075¹ Theft by extortion**

(1) A person commits theft by extortion when the person compels or induces another to deliver property to the person or to a third person by instilling in the other a fear that, if the property is not so delivered, the actor or a third person will in the future:

(a) Cause physical injury to some person;

(b) Cause damage to property;

(c) Engage in other conduct constituting a crime;

(d) Accuse some person of a crime or cause criminal charges to be instituted against the person;

(e) Expose a secret or publicize an asserted fact, whether true or false, tending to subject some person to hatred, contempt or ridicule;

(f) Cause or continue a strike, boycott or other collective action injurious to some persons business, except that such conduct is not considered extortion when the property is demanded or received for the benefit of the group in whose interest the actor purports to act;

(g) Testify or provide information or withhold testimony or information with respect to anothers legal claim or defense;

(h) Use or abuse the position as a public servant by performing some act within or related to official duties, or by failing or refusing to perform an official duty, in such manner as to affect some person adversely; or

(i) Inflict any other harm that would not benefit the actor.

(2) Theft by extortion is a Class B felony. [1971 c.743 §127; 1987 c.158 §27; 2007 c.71 §48]

1. A Plus Towing at the time of the incident conspired after the fact with a corporation known as City of Eugene Oregon and its Police Department which carjacked the above property at the time of the incident.
2. A Plus Towing has obtained the property without a warrant issued from a court of competent jurisdiction, in violation of the Fourth Article in Amendment, and the Oregon Constitution, Article I, section 9:
3. Private property was seized by Municipal Corporation, and one of its employees, without warrant, and said employee directed A Plus to take the property, though no accident, or witnesses witnessed any crimes.
4. A Plus Towing conspired after the fact and refused to return john doe’s property after he asked for A Plus Towing to return the property, but was refused.
5. Contrary to law, A Plus Towing is also keeping and using the said property and will not return it unless a  ransom price of \_\_\_\_\_\_ per day  has been paid in advance, the sum totaling $\_\_\_\_\_\_\_\_\_\_\_\_\_.
6. A Plus Towing has without warrant and without due process, deprived john doe of his property, and refuses to return it after demands for the return have been made.
7. A Plus Towing is committing extortion by requiring that I pay them a fee for the return of my private property.
8. **Unreasonable searches or seizures.** No law shall violate the right of the people to be secure in their persons, houses, papers, and effects, against unreasonable search, or seizure; and no warrant shall issue but upon probable cause, supported by oath, or affirmation, and particularly describing the place to be searched, and the person or thing to be seized.—

**C.  SELF  EXECUTING  AGREEMENT,  TERMS  &  CONDITIONS**

**POWER OF ATTORNEY GRANTED**

1. A Plus Towing agrees that if it has not returned the property described above within 72 hours to the above mentioned location, it agrees and consents to the following, without reservations, and without
2. A Plus is renting the vehicle for $200.00 per day.
3. A Plus shall obtain exact replacement value insurance, with john doe as beneficiary
4. A Plus shall pay for each day’s use, including keeping the property without using such.
5. A Plus shall pay a weekly rental fee, the sum $1400.00 within three days receipt of bill presented.
6. A Plus shall pay a late fee that is sixty percent of the daily rental fee, the sum $\_\_\_\_\_\_\_ as an additional daily surcharge if all sums due are not paid within seventy two (72) hours receipt of demand.
7. A Plus shall not damage, abuse, remove any equipment, accessories, nor shall it install any new equipment or accessories, but shall take the property to have maintenance done at least two times per month.
8. A Plus shall pay a Forty-five thousand dollar surcharge, in the event that A Plus, or its successors, assigns, or agents sell the property at auction or otherwise.
9. In the event of an auction, in addition to the surcharge mentioned at paragraph 7 above, A Plus shall give all money given in consideration received, to john doe, and shall not make any deductions for the cost of the auction or sale itself, nor shall it charge any daily storage fee, impound fee, release fee, or any other sum, nor require john doe to perform in any way.
10. A Plus consents that john doe, in the event that any arrearages occur, including but not limited to delinquency in payment, that doe may file a UCC financing statement against all of A Plus’s property, vehicles, tools, bank accounts, and maintain the financing statement until all satisfaction has been fully paid; and that such financing statement shall never be deemed bogus.
11. A Plus consents that in the event of arrearages or delinquency occur, that doe, or his agents, assigns may take possession of any property owned, held, including property held in trust by its owners, and may trade, bargain or sell any equipment to offset any debts that may occur in the future.
12. A Plus states that any equipment, property traded, sold or bargained, that the value of the property shall be deemed whatever john doe deems said property to be worth, and never shall be its replacement value.
13. A Plus, its parent, subsidiary, successors, assigns and agents shall forever strictly comply with each of the provisions agreed to herein, as covenants.

In the event that no satisfaction occurs, either for the return of property, A Plus grants john doe a general power of attorney to conduct an involuntary bankruptcy, lawsuit, in order to settle all matters related herein described, and additionally to receive all sums due and mentioned herein to doe;  said power of attorney shall not expire, or be cancelable/terminated until full satisfaction has been made.

Further, the parties sayeth naught.

This \_\_\_\_\_\_\_\_ day  of  January  A.D.  two  thousand  fourteen.

john doe.