01/09/13

Nicole Jackson, Sui Juris

Personam Autonamous

℅ 18680 Main Street

Tontogany, Ohio ZIP EXEMPT

NON-DOMESTIC

**Notice of \*\*\*(SPECIAL)\*\*Appearance / Notice Of Understanding,**

**Notice of Conditional Acceptance / Intent, and Notice of Permanent**

**Estoppel by Acquiescence**

BRIAN BLOCK ATTORNEY AT LAW

1000 SUPERIOR AVE., 195H FLOOR

CLEVELAND, OH 44114

Notice to agent is notice to principal, notice to principal is notice to agent. Affected parties wishing to dispute the claims made herein or make their own counterclaims must respond appropriately within TWENTY-EIGHT(28) days of service of notice of this action.

Dear SLM Private Credit Student Loan Trust,

I, Nicole, of the Jackson family am serving herewith, My Notice Of Understanding, Intent and Notice of Special Appearance, as well as Notice of Estoppel through acquiescence. You will find the enclosed intact and complete.

I, Nicole of the Jackson family, a flesh and blood living soul do hereby make oath and state the following is my truth and my law.

This Notice of SPECIAL Appearance is in answer to your SUMMONS. I am appearing by certified mail as proof of my appearance. This is a lawful and honorable manner to address a summons like this.

To start, I am not an attorney, I come here as an inhabitant in the land of Ohio. I ask any wording that I may make here within be taken note of this fact. Furthermore, I want it noted that I speak the language of Common English and not that of Legalese. I also want it noted that I am on disability and wish to Claim my right to Remedy and ask this contract be considered null and void from the beginning because I was not competent to enter into this contract when entering. You see I have dyslexia.

"Dyslexia is a neurologically-based, often familial, disorder which interferes with the acquisition and processing of language. Varying in degrees of severity, it is manifest by difficulties in receptive and expressive language, including phonological processing, in reading, writing, spelling, handwriting, and sometimes in arithmetic.

Dyslexia is not the result of lack of motivation, sensory impairment, inadequate instructional or environmental opportunities, or other limiting conditions, but may occur together with these conditions.

Although dyslexia is lifelong, individuals with dyslexia frequently respond successfully to timely and appropriate intervention." However, I am not one who had any benefit or opportunity to have a timely appropriate intervention. I was one of those children who just "fell through the cracks" in school; and apparently obvious, is the ignorance of this disorder, even at this day and age, with the schools involved with my training. When I attended I felt I was shuffled through, yet another system; this time, at the cost of making medical errors and having caused true harm to two (2) individuals left in my care . I did the same mistake at two different jobs that I had just started within just the first weeks of getting hired. I was hired by these company's after they received the 'license' I received from these schools verifying I had qualifications I most evidently did not have because of my disability.

This 'license' should have never been given to me, but a system that has only concerns with the bottom line and no concern to the dangers their bottom line can cause is what I am dealing with.

I also want to make you aware of some important information about the school I attended. Considering all things, I am seeking the remedy of forgiveness for this debt/ contract because of the inadequacies I received in this school. My last argument for this case with Sally Mae in relation to the education I received stated I felt I did not get the education they promised I would receive once the course was completed, and subsequently successful employment was not attainable because of my disability with dyslexia which resulted in voluntarily placing my nursing license on inactive status in fear of causing harm to clients receiving healthcare services by me. This leads to a setting aside of this contract voiding it retroactively ab initio from the beginning as the benefits of the contract were merely perceptions and not genuine benefits, on the grounds of MUTUAL MISTAKE OF FACT. It was never explained what, nor that any, rights were being waived in these contracts.

Furthermore, while I was receiving my education, my educational facility became at risk to losing their accreditation with The Ohio Board of Nursing. They did not lose their accreditation, however, I still feel more investigations should take place as to the quality of education they are providing, and the fairness of their policies which made my ability to acquire a license with my condition showing an educational success to them in 'show' and more of a burden and hardship than anything else I’ve ever encountered in my life, thus far.

In addition, I have only known of my disability with dyslexia for a little more than a decade since the incidents that put two (2) lives in jeopardy because I received a 'license I paid for' not the education I was promised.

However, dyslexia is an inherent disease. The reasons for my frustration's in life were related to dyslexia which I am now asking for Remedy to settle this matter once and for all. My condition is not going to get better. I was one of those children who have been 'left behind' and misunderstood in school and the cause of the demise in my previous marriage because of the disability. Dyslexia has made most assume I am 'lazy' or having a low level of intelligence. This is not true; however, regardless of this not being true, this has created undue burden causing stress and unbearable frustration on me and this type of frustration is what I am on disability for.

What I have learned from this experience is that FREEDOM is an inestimable good, and I will never enter another contract that can bestow the types of injuries, or consequences such as this, so long as I live. Also, let it be known that I do not consent to any judgment entries this, or any institution, or federal government may place against, for this debt, now, or in the future without due process of law, with a jury of my peers.

In the future, if, and when I am able to gain meaningful employment, or acquire the ability to make this right among all parties, I swear I will pay whatever I lawfully owe; however I pray for mercy to be found within your hearts to forgive this debt/ contract as a remedy in the form of a donation, or multiple donations- whatever the situation allows for OR if by conscience and following the rules of a lawful contract, find this contract void, from the beginning because of my disability to comprehend (competent party) what I may have contracted into.

Furthermore my disability of dyslexia is the reason for all my trouble's I have gotten into with work 'related' issues, which, with that being a fact, I have never been able to use the teachings I have received from the school. And the school had a DUTY of professional standards to be aware of this. That I would not benefit. Just as a mechanic should know that it is not worth it to replace a transmission on a 15 year old car; the professional duty is the same.

In fact, as I stated, I feel all the troubles I listed above happened because of a school, shuffling students through a system, that cares less if I could have killed two (2) people. Along with removing the joy from education, this system of education is more akin to indoctrination than it is to genuine learning and acquisition of wisdom which is a hands on fundamental foundation of experience, knowledge applied. NO school today teaches the proper application of knowledge, and all of this renders the spirit of the benefits of the contract void.

The school IS RESPONSIBLE for allowing a business to assume that I knew basic aspects of my job and could rely on me. I really don't think this school should be rewarded for giving a license to a person who's disability prevented her from being capable of fulfilling the basic of duties. I furthermore claim that if a judgment is made against my future payments made to me by the federal government to offset this contract it will result in me and my children from having shelter.

A maxim according to the Bouvier’s Law Dictionary of 1856 is an established principal or proposition. A principal of law universally admitted as being just, and consonant with sound reason. Maxim’s in law are somewhat like axioms in geometry. They are principals and authorities, and part of the general customs or common law of the land; and are of the same strength as acts of parliament, when judges have determined what is a maxim, which belongs to judges, and not the jury.

Furthermore, the law does not seek to compel a man to do that which he cannot possibly perform, and compels no one to do anything that is useless, or impossible. At this time it is impossible to attend to this debt. The nation is still suffering a severe economic crisis, with no end in sight. With the rising cost of living, while the income stays the same I am unable to add any payment to my budget, other than for necessities (food, shelter, utilities, gas for the car, etc…); it is uncertain my means of survival won’t be severely compromised if action is taken against me for this debt and will bestow irreparable financial harm on me and my children. The threats this institution has tried to compel me with to correct the status of this account are meaningless as I have nothing to give but my life for it, which I certainly do not give my consent to. I have no assets and any attack on me would cause undue hardship on me and get you nothing still.

I am requesting a response in writing from this institution within 28 days of receiving this Notice of \*\*\*(SPECIAL)\*\*Appearance / Notice Of Understanding,

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If I do not receive a correspondence within 28 days it will be assumed the debt is forgiven, and my Oath was accepted. God Bless, and Thank- you for your time. Responses must be under Oath attestation, upon full commercial liability and penalty of perjury and registered to me herein provided no later than TWENTY-EIGHT (28) days from the date of original service as attested to by way of certification of service.

Sincerely,

Signature: Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

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WITHOUT PREJUDICE ALL RIGHTS RESERVED

Witness:

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NOTARY:

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