

No. xxxxxxxx

JEFFERSON CIRCUIT COURT

UMB BANK AS CUSTODIAN FOR CLEARLEAF SHORT ALTERNATIVE FUND  
Plaintiff,

v.

XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
Defendant.

Defendant's motion to dismiss for failure to  
state a claim upon which relief can be granted

**Brief in support**

xxxxxxx motions this court to dismiss case numbered as xxxxxxxx with prejudice. Plaintiff  
has failed to state a claim upon which relief can be granted.

**Affidavit**

I, xxxxxxxxxxxx, of age and competent to testify, state as follows based on my own personal  
knowledge:

1. I am not in receipt of any document which verifies that UMB Bank has standing to sue in any Kentucky court by virtue of being duly registered as "UMB Bank," or by "UMB Bank" meeting the minimum contacts requirements for in personam jurisdiction in Kentucky.
2. I am not in receipt of any document which verifies that I have a contract with UMB Bank.
3. I am not in receipt of any document which verifies that I owe UMB Bank money.
4. I am not in receipt of any document which verifies that UMB Bank authorized this action or is even aware of it.
5. As a result of the harassment by J Shannon Bouchillon, I have been damaged financially, socially, and emotionally.

\_\_\_\_\_  
  
STATE OF KENTUCKY  
COUNTY OF JEFFERSON

XXXXXXXXXXXXXXXXXXXX

INDIVIDUAL ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for said County and State on this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared \_\_\_\_\_ to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as her free and voluntary act.

Given under my hand and seal the day and year last above written.

My commission expires \_\_\_\_\_

\_\_\_\_\_ Notary Public

### Memorandums of law

Memorandum of law in support of the point of law that

party alleging to be creditor must prove standing

J Shannon Bouchillon failed or refused to produce the actual note which UMB Bank alleges xxxxxxxxxxxx owes though it was requested on numerous occasions to verify the debt [**See Exhibits A&B**] putting the plaintiff in violation of FDCPA § 809 subsection (b) constituting a cause of action to file suit for harassment along with complaints to the attorney general and numerous consumer advocate agencies that will be followed up on by the Defendant. Where the complaining party can not prove the existence of the note, then there is no note. To recover on a promissory note, the plaintiff must prove: (1) the existence of the note in question; (2) that the party sued signed the note; (3) that the plaintiff is the owner or holder of the note; and (4) that a certain balance is due and owing on the note. See In Re: SMS Financial LLC. v. Abco Homes, Inc. No.98-50117 February 18, 1999 (5th Circuit Court of Appeals.) Volume 29 of the New Jersey Practice Series, Chapter 10 Section 123, page 566, emphatically states, "...; and no part payments should be made on the bond or note unless

the person to whom payment is made is able to produce the bond or note and the part payments are endorsed thereon. It would seem that the mortgagor would normally have a Common law right to demand production or surrender of the bond or note and mortgage, as the case may be. See Restatement, Contracts S 170(3), (4) (1932); C.J.S. Mortgages S 469 in Carnegie Bank v Shalleck 256 N.J. Super 23 (App. Div 1992), the Appellate Division held, "When the underlying mortgage is evidenced by an instrument meeting the criteria for negotiability set forth in N.J.S. 12A:3-104, the holder of the instrument shall be afforded all the rights and protections provided a holder in due course pursuant to N.J.S. 12A:3-302." Since no one is able to produce the "instrument" there is no competent evidence before the Court that any party is the holder of the alleged note or the true holder in due course. New Jersey common law dictates that the plaintiff prove the existence of the alleged note in question, prove that the party sued signed the alleged note, prove that the plaintiff is the owner and holder of the alleged note, and prove that certain balance is due and owing on any alleged note. Federal Circuit Courts have ruled that the only way to prove the perfection of any security is by actual possession of the security. See Matter of Staff Mortg. & Inv. Corp., 550 F.2d 1228 (9th Cir 1977), "Under the Uniform Commercial Code, the only notice sufficient to inform all interested parties that a security interest in instruments has been perfected is actual possession by the secured party, his agent or bailee." Bankruptcy Courts have followed the Uniform Commercial Code. In Re Investors & Lenders, Ltd. 165 B.R. 389 (Bkrtcy.D.N.J.1994), "Under the New Jersey Uniform Commercial Code (NJUCC), promissory note is "instrument," security interest in which must be perfected by possession ..."

Memorandum of law in support of the point of law that to prove damages in foreclosure of a debt, party must enter the account and general ledger statement into the record through a competent fact witness

To prove up claim of damages, foreclosing party must enter evidence incorporating records such as a general ledger and accounting of an alleged unpaid promissory note, the person responsible for preparing and maintaining the account general ledger must provide a complete accounting which must be sworn to and dated by the person who maintained the ledger. See Pacific Concrete F.C.U. V. Kauanoë, 62 Haw. 334, 614 P.2d 936 (1980), GE Capital Hawaii, Inc. v. Yonenaka 25 P.3d 807, 96 Hawaii 32, (Hawaii App 2001), Fooks v. Norwich Housing Authority 28 Conn. L. Rptr. 371, (Conn. Super.2000), and Town of Brookfield v. Candlewood Shores Estates, Inc. 513 A.2d 1218, 201 Conn.1 (1986). See also Solon v. Godbole, 163 Ill. App. 3d 845, 114 Il.

### **Mandatory judicial notice**

UMB Bank and CLEARLEAF SHORT ALTERNATIVE FUND are a subset of the debt collection racket, a wide-spread, far- reaching scam of artists such as J Shannon Bouchillon. How the scam works: In a back room of the Chicago Board of Trade, worthless bundles of commercial paper in the form of copies of charged off debt are sold at auction. The typical face value of the bundles often amounts to tens of millions of dollars. The mortgagees are often not harmed because they often have hypothecated the loan and have risked nothing. Actors up line from such artists as J Shannon Bouchillon then break apart the bundles and resell the worthless commercial paper in clusters based on the original mortgagee and

geographic location of the individual copies. Artists such as J Shannon Bouchillon are the actual holders in due course though he originally claimed to be acting on behalf of one Margee Wood who is now mysteriously absent from his pleadings **[See Exhibits C&D]**. Typically in the scam, artists such as J Shannon Bouchillon invest as little as 75 cents on the hundred face for the worthless commercial paper, then allege they are third party debt collectors attempting to collect for the original creditor. This racket is particularly heinous in the case of credit card contracts, which as a continuing series of offers to contract, are non-transferable. The scam is complete when artists such as J Shannon Bouchillon, with the cooperation of a local judge, defraud parties such as xxxxxxxxxxxx. This scam is wide-spread, far-reaching and the main racket of the private business organizations to which artists such as J Shannon Bouchillon belong. This court's inquiry, reasonable under the circumstances, establishes a pattern of racketeering with UMB Bank as the enterprise unless UMB Bank enters an appearance in this case to produce the alleged contract and ledger.

### **Declaration**

July 20 2021, an order shall be prepared and submitted to the court for ratification, unless prior to that time, UMB Bank presents a competent fact witness to rebut all articles - one through five - of xxxxxxxxxxxx affidavit, making their statements under penalty of perjury, supporting all the rebutted articles with evidence which would be admissible at trial.

Prepared and submitted by:

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XXXXXXXXXXXXXXXXXX

Certificate of service

I, xxxxxxxx, certify that \_\_\_\_\_, 2021, I mailed a true and correct copy of the above and foregoing motion to dismiss via certified mail, return receipt requested to: UMB Bank's agent for service of process.

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XXXXXXXXXXXX

## EXHIBIT A

First Response Letter (Unanswered) to Mr Bouchillon on 8/23/2019

J. Shannon Bouchillon  
6000 Brownsboro Park BLVD. Suite F  
Louisville, KY 40207

To Shannon:

You are in receipt of notice under the authority of The Fair Debt Collections Practices Act regarding your file xxxxxxxxxxxx. It is not now, nor has it ever been my intention to avoid paying any obligation that I lawfully owe. In order that I can make arrangements to pay an obligation which I may owe, please document and verify the "debt" by complying in good faith with this request for validation and notice that I dispute part of or all of the alleged debt.

1. Please furnish a copy of the original contract redacting my social security number to prevent identity theft and state under penalty of perjury that your client is the bona fide party in interest of the contract and will produce the original for my own and a judge's inspection should there be a trial to contest these matters.
2. Please produce the account and general ledger statement showing the full accounting of the alleged obligation that you are now attempting to collect.
3. Please identify by name and address all persons, corporations, associations, or any other parties having an interest in legal proceedings regarding the alleged debt.
4. Please both you and your client verify under penalty of perjury, that as a debt collector, you have not purchased evidence of debt and are proceeding with collection activity in the name of the original contracting party.
5. Please both you and your client verify under penalty of perjury that you know and understand that certain clauses in a contract of adhesion, such as a so-called forum selection clause, are unenforceable unless the party to whom the contract is extended could have rejected the clause without impunity.
6. Please provide verification from the stated creditor that you are authorized to act for them.
7. Please both you and your client verify that you know and understand that contacting me again or making a false claim on my credit report after receipt of this notice without providing procedurally proper validation of the debt constitutes the use of interstate communications in a scheme of fraud by advancing a writing that you know is false with the intention that others rely on the written communication to the detriment of xxxxxxxxxxxx.

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

J. Shannon Bouchillon  
 6000 Brownsboro Pk. Blvd  
 Suite F  
 Lou Ky 40207



9590 9402 5240 9122 3854 90

2. Article Number (Transfer from service label)

7018 1830 0001 3898 2009

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) *Rechtenwald* C. Date of Delivery *9/3/19*

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type
- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                               | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail                                  |   |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |   |

**EXHIBIT B**

Second Response Letter to Mr Bouchillon on 2/28/2021

**Certified Mail Number: 9590 9402 2405 6249 8619 70**

**NON-NEGOTIABLE**

XXXXXXXXXXXXXX  
Care of XXXXXXXXXXXXXXX  
Louisville, KY XXXXXXX

J. Shannon Bouchillon  
6000 Brownsboro Park BLVD. Suite F  
Louisville, KY 40207  
February 28, 2021

Re: Account Reference Number: XXXXXXXXXXXXXXX

Thank you for your recent contact dated: February 17, 2021.

I wrote to you on 8/23/2019 requesting the following documentation, so that I may settle any financial obligation I might lawfully owe:

1. Please furnish a copy of the original contract redacting my social security number to prevent identity theft and state under penalty of perjury that your client is the bona fide party in interest of the contract and will produce the original for my own and a judge's inspection should there be a trial to contest these matters.
2. Please produce the account and general ledger statement showing the full accounting of the alleged obligation that you are now attempting to collect.
3. Please identify by name and address all persons, corporations, associations, or any other parties having an interest in legal proceedings regarding the alleged debt.
4. Please both you and your client verify under penalty of perjury, that as a debt collector, you have not purchased evidence of debt and are proceeding with collection activity in the name of the original contracting party.
5. Please both you and your client verify under penalty of perjury that you know and understand that certain clauses in a contract of adhesion, such as a so-called forum selection clause, are unenforceable unless the party to whom the contract is extended could have rejected the clause without impunity.
6. Please provide verification from the stated creditor that you are authorized to act for them.

7. Please both you and your client verify that you know and understand that contacting me again or making a false claim on my credit report after receipt of this notice without providing procedurally proper validation of the debt constitutes the use of interstate communications in a scheme of fraud by advancing a writing that you know is false with the intention that others rely on the written communication to the detriment of xxxxxxxxx.

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL; NOTICE TO PRINCIPAL IS NOTICE TO AGENT**

As you have failed to provide the aforementioned documentation to validate your claim, I hereby give you ten (10) days to reply to this notice from the above date with a notice sent using recorded post and signed under full commercial liability and penalties of perjury, assuring and promising me that all of the replies and details given to the above requests are true and without deception, fraud or mischief. Your failure to provide the aforementioned documentation within ten (10) days, from the above date, to validate the debt, will constitute your agreement to the following terms:

1. That the alleged debt did not exist in the first place; **OR**
2. It has already been paid in full; **AND**
3. That any damages I may suffer, you will be held culpable;
4. That any negative remarks made to a credit reference agency will be removed;
5. You will no longer pursue this matter lest you be in willful violation of the FCRA and subject to all penalties and fines thereof;
6. You agree to pay all fee schedules.

By: Sovereign: xxxxxxxxxxxxxx February 28, 2021

Authorized Agent and Representative for xxxxxxxxxxxxxx ens legis and all derivatives thereof

No assured value, No liability. Errors & Omissions Excepted. All Rights Reserved.

WITHOUT PREJUDICE – WITHOUT RECOURSE – NON-ASSUMPSIT

***Calls may be recorded***

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bouchillon Law Office, LLC  
6000 Braunsboro Park  
Suite B102  
Lex Ky 40507-7201



9590 9402 2435 6249 8619 70

2. Article Number (Transfer from carrier label)

7019 1640 0002 2257 1537

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *K. Krecktenwald*  Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

3/4/21

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                         | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Restricted Delivery                     |   |

**EXHIBIT C**

**BOUCHILLON LAW OFFICE**

ATTORNEYS AT LAW

6000 BROWNSBORO PARK BLVD, SUITE F, LOUISVILLE, KENTUCKY 40207 • (888) 908-8005 • FAX (888) 908-7995

J. Shannon Bouchillon  
Direct dial: (888) 908-8005  
Email: Shannon@bouchillonlaw.com

8/19/2019

[Redacted]

RE [Redacted] Certificate of delinquency: 2018 property taxes. Jefferson County.

Dear [Redacted]

The undersigned attorney is a debt collector and the purpose of this letter is to inform you and collect on what is due. Please be advised that our office has been retained by Margee Wood who purchased the 2018 certificate of delinquency issued on your property located at [Redacted] Way, further described as Parcel ID [Redacted] as a result of unpaid real estate property taxes.

The total amount of \$3,226.79, due at September 30, 2019 is broken down as follows:

Purchase price of certificate of delinquency.....	\$2,851.23
Interest accrued per KRS 134.125.....	\$85.56
Administrative Fees per KRS 134.452.....	\$115.00
Attorney Fees and Costs per KRS 134.452.....	\$175.00
Total before payments received.....	<u>\$3,226.79</u>
Payments Received to Date.....	\$0.00
Total Balance Due.....	<u>\$3,226.79</u>

If the certificate is not paid it will be subject to collection as provided by law and collection action may include foreclosure. The certificate of delinquency is a lien of record against the property referenced for which delinquent taxes are owed. The certificate bears simple interest at the rate of one percent (1%) per month as described in KRS 134.125 and incurs other collection expenses, charges and attorney fees as provided by state law.

Please be advised that the law allows you to request a payment plan to satisfy your amount due. You must request the payment plan in writing and pay a processing fee. Your option to request a payment plan expires on July 18, 2020.

All future communication will be handled through this office. If you have any questions, then please contact us at the number listed above.

Ref: [Redacted]

# EXHIBIT D

Companies Documents Forms Alerts Ticker: AAPL

## Clearleaf Short Alternative Fund, L.p.

SEC CIK #0001713377


SEC.report > / CIK > / Clearleaf Short Alternative Fund, L.p.

Clearleaf Short Alternative Fund, L.p. is regulated by the U.S. Security and Exchange Commission and incorporated in the state of Delaware. For financial reporting, their fiscal year ends on December 31st. This page includes all SEC registration details as well as a list of all documents (S-1, Prospectus, Current Reports, 8-K, 10K, Annual Reports) filed by Clearleaf Short Alternative Fund, L.p..

### Company Details

IRS Number (EIN)	822172137 ( EIN # 82-2172137)
Reporting File Number	021-301228
State of Incorporation	DELAWARE
Fiscal Year End	12-31
Business Address	6000 BROWNSBORO PARK BLVD. SUITE F LOUISVILLE KY 40207
Business Phone	888-908-8005
Mailing Address	6000 BROWNSBORO PARK BLVD. SUITE F LOUISVILLE KY 40207

### -Documents

Email Notifications 

Form	Title	Date
D/A	<a href="#">Stock / Securites Offering [Amended]</a>	2020-12-15 00:00:00
D/A	<a href="#">Stock / Securites Offering [Amended]</a>	2019-12-13 09:26:26
D/A	<a href="#">Stock / Securites Offering [Amended]</a>	2018-12-13 12:54:03
D	<a href="#">Stock / Securites Offering</a>	2017-12-20 10:48:40

0-50 of 4 Results

## BOUCHILLON LAW OFFICE

ATTORNEYS AT LAW

6000 BROWNSBORO PARK BLVD, SUITE F, LOUISVILLE, KENTUCKY 40207 • (888) 908-8005 • FAX (888) 908-7995

J. Shannon Bouchillon  
Direct dial: (888) 908-8005  
Email: Shannon@bouchillonlaw.com

8/19/2019

RE: [REDACTED] Certificate of delinquency: 2018 property taxes. Jefferson County.