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OCT 23 2009	
CLERK U S DISTRICT COURT DISTRICT OF ARIZONA	
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D L P LT13
 Elmer P. Vild, Trustee
 989 S. Main St., #A-269
 Cottonwood, AZ 86326
 Ph. (928) 634-5669
 Fax (928) 634-5631
 E-Mail: trustoneil@commspeed.net
 Elmer P. Vild is the Trustee for the
 D L P LT13 contractual entity.

**IN THE UNITED STATES DISTRICT COURT FOR THE
 DISTRICT OF ARIZONA**

United States of America,)	
)	Civil No. CV 09-00444-PHX-SRB
Plaintiff,)	
)	
v.)	MOTION FOR EX PARTE IN CAMERA
)	HEARING
Maria D. Forman; Jimmy C. Chisum and)	
Elmer P. Vild, also known as Phillip O'Neil,)	
as Trustees for the DLP LT 13 Trust; and)	
Arizona Department of Revenue,)	
)	
Defendants.)	
)	

COMES NOW Elmer P. Vild, Trustee for the D L P LT13 contract in the form of a trust proceeding without the assistance of counsel relying on Haines v. Kerner and other U.S. Supreme Court decisions that hold pro se litigants cannot be held to the same standards as an attorney and the lower courts must point out any defects and allow a pro se litigant sufficient time to correct any defects. And, that the pro se litigants' pleadings are sufficient to call for an opportunity to be heard.

In the instant case, the D L P LT13 is a contract only in the "form" of a trust, but none the less, a contract first and foremost. The officers of this Court have all sworn an oath to uphold the Constitution of the United States. Article One, Section Ten of the Constitution basically

states that the government will not interfere in the people's right to contract. However, bringing this instant suit would seem be a direct interference which is barred by the U.S. Constitution. The government is not a party to the private contractual agreement called D L P LT13. The government cannot "end run" or "avoid" the United States Constitution by filing a lawsuit based on mere allegations and no proven facts simply to obtain through lawsuit discovery (access to a private contract) that which the Constitution (Article I, Section 10) forbids them from obtaining.

In the government's "Complaint" it indicates that the D L P LT13 is a trust and makes no reference to a contract let alone a private contract. The government mischaracterizes the D L P LT13 in many ways and states so many untruths it makes the Complaint laughable and ridiculous. Defendant D L P LT13 does not characterize the misstatements as lies because Defendant D L P LT13 knows the Plaintiff is totally ignorant of the D L P LT13's full set of documents. The label placed upon a written instrument is not controlling but the provisions or verbiage of the instrument is controlling as the courts have stated. "Designation of form of trust is not controlling; court will look to substance of circumstances and not labels placed on them by parties." **Johnson v. Hychyk** 517 P 2d 1079.

The government is on a "fishing expedition" with this instant lawsuit to hopefully utilize information obtained in discovery against all Defendants. Defendant D L P LT13 believes this Court has a duty to review the private contractual instrument *in camera* in order to determine if the government may proceed further against D L P LT13.

Since the parties' rights to the Contract are protected by Article I, § X of the United States Constitution, this Trustee respectfully requests that the Court honor the parties to the contractual entity by granting an *ex parte in camera* hearing for Defendant D L P LT13. The Trustee(s) of

the Contractual Agreement in the form of a trust is/are required to ask for such in accordance with the following paragraph of the agreement.

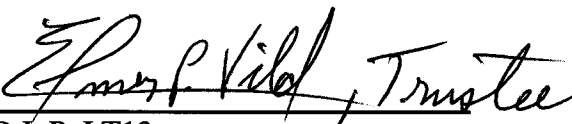
21: 110 **Limitation of Court Examination:** The parties to this Contractual Trust direct that in the event any litigation is instituted by any person the limits of examination of this Trust shall be an *in camera* proceeding and examination by the judge of a court of competent jurisdiction and none other.

The D L P LT13 believes that the IRS may have a right to attempt to reduce alleged federal taxes to a federal judgment regarding taxes. However, the D L P LT13 entity does not believe the government has a right to even attempt to take an entity's property for someone's else alleged debt based merely on false and baseless charges of nominee/alter ego without providing one fact or document to support the charges.

Defendant D L P LT13 believes a dismissal is just with regard to the charges of nominee/alter ego and therefore, requests an *ex parte in camera* hearing to determine same.

This Court has a duty to uphold the Constitution and the people's right to contract. The Defendant D L P LT13 prays the Court will examine the private contract in an *ex parte* hearing to determine if the government has any right to see any part of the contractual agreement.

Executed this 22nd day of October, 2009.


D L P LT13
Elmer P. Vild, Trustee

CERTIFICATE OF SERVICE

Original for the Clerk of the Court
and one copy for the Honorable
Susan R. Bolton mailed this 22nd day
of October, 2009 via first class mail to:

Clerk of the Court
Sandra Day O'Connor U.S. Courthouse
SPC 1
401 W. Washington Street, Suite 130
Phoenix, AZ 85003-2118

Copies mailed this 22nd day of October,
2009 via first class mail to:

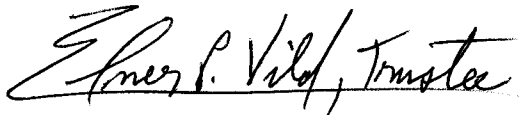
DIANE J. HUMETEWA
United States Attorney
District of Arizona
Evo A. DeConcini Courthouse
405 West Congress St., Suite 4800
Tucson, Arizona 85801-5040

ALEXIS V. ANDREWS
Trial Attorney, Tax Division
U.S. Department of Justice
P.O. Box 683, Ben Franklin Station
Washington, D.C. 20044-0683

Maria D. Forman
5640 East Duane Lane
Cave Creek, Arizona 85331-6492

Arizona Department of Revenue
1600 W. Monroe
Phoenix, AZ 85007

Jimmy Chisum, 84388-008
FCI Herlong, Satellite Camp
P.O. Box 800
Herlong, CA 96113



Elmer P. Vild
D L P LT13, Trustee