

D L P LT13
Elmer P. Vild, Trustee
989 S. Main St., #A-269
Cottonwood, AZ 86326
Ph. (928) 634-5669
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,)	
)	REPLY TO UNITED STATES'
v.)	RESPONSE IN OPPOSITON TO
)	MOTION FOR MAGISTRATE
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 and relying on *Haines v. Kerner* does hereby petition this Court for the assistance of a Magistrate to reach a settlement in the instant case, in the interest of, and, for the benefit of all parties.

Before replying to the UNITED STATES' OPPOSITION TO MOTION FOR MAGISTRATE (hereinafter US OPPOSITION TO MAGISTRATE) this Defendant needs to clear up several misconceptions that the United States has regarding Elmer P. Vild and D L P LT13.

The United States has made assumptions regarding supposed “evidence” or “facts” not fully brought forth or in evidence as yet. The United States promulgated theories and brought up new items in a REPLY brief where this Defendant had no chance to dispute the inaccuracies and false claims. The United States in its “REPLY IN SUPPORT OF UNITED STATES’ MOTION TO STRIKE ALL PLEADINGS AND DOCUMENTS FILED BY ELMER P. VILD ON BEHALF OF DLP LT 13”, Docket #115 (hereinafter called U.S. REPLY TO STRIKE BRIEF) stated in its footnote #1 at the bottom of page #2 that the beneficiary of D L P LT13 is “*another* trust”. Not true! This Defendant only stated that the beneficiaries were not named in the instant suit and that the United States could have named the other trust that was recorded at the County Records Office or could have named a John or Jane Doe. In order to facilitate a less expensive settlement, this Defendant did inform the United States’ attorney Alexis Andrews that the beneficiaries were Dulce Shimkus and Carl Forman. This was done only after the United States stated that they were amenable to a settlement and felt that it would be a conflict of interest for Elmer P. Vild, as Trustee to speak on their behalf. Elmer P. Vild as Trustee did inform Alexis Andrews of the United States that Dulce Shimkus and Carl Forman were the beneficiaries of D L P LT 13. But, Elmer P. Vild did NOT use the term “ultimate” beneficiaries which he would have used if there had been a trust between D L P LT13 and the beneficiaries.

What is controlling in this situation are the trust documents which are in the possession of the Trustee, Elmer P. Vild. In early 2006, the trust documents were supplemented in more modern language to accurately reflect the original “meeting of the minds” when D L P LT13 was formed. The controlling documents removed the trust between D L P LT13 and the beneficiaries and made them DIRECT beneficiaries. The contractual documents also state that Elmer P. Vild as trustee has the same powers as any other person to speak for and represent the

trust in any legal proceeding. The documents state that Elmer P. Vild will also speak for and represent the beneficiaries in any legal proceedings. In fact, the contractual agreement has provisions for privacy and the beneficiaries have agreed to that privacy. The second trust was formally removed on February 8, 2006 and the beneficiaries of the second trust were made direct beneficiaries of D L P LT13. The beneficiaries signed privacy agreements on February 20, 2006. They are attached as **Exhibits A and B**. The beneficiaries on February 20, 2006 signed several other documents one of which was called Declaration and Acknowledgement. The Declaration and Acknowledgement documents are attached as **Exhibits C and D**. The former trustee, exchanger and protector also signed documents in February 2006 which are private and will not be released at this time. Elmer P. Vild's attached affidavit as **Exhibit E** confirms the fact that the second trust was removed from being a beneficiary of D L P LT13 since February 2006 and Dulce Shimkus and Carl Forman became direct beneficiaries.

On page #3 of its U.S. REPLY TO STRIKE BRIEF the United States twice states that only "a licensed attorney" may practice law before the bar. Arizona has a right to work law which may affect the licensing issue. The practice of law may also be considered an occupation of common right. But, in order to be "licensed" you have to have state and municipal backing with laws and statutes to go with that enforcement. About 1984, the Arizona Supreme Court had a dispute with the Arizona Legislature. The legislature did not pass laws supporting the Arizona court system.

However, the Arizona Supreme Court and its subordinates formed a private court. The bar association is completely private and issues a bar membership card and/ or certificate. Certificates issued by bar associates are not licenses. Bar members have no license that is issued or backed by the state. About 1995, Elmer P. Vild, personally paid about sixty dollars copies of

official records stating how this was accomplished in Arizona. But, in any case, a bar membership card is not a “license” to practice law. Elmer P. Vild is not representing other people or “practicing” law, but only speaking for and representing the contractual trust as the private and copyrighted entity documents state in accordance with Article One, Section Ten of the Constitution.

Several times the United States misses the point by quoting several cases and state statutes and argues that Elmer P. Vild cannot practice law without a license. Not exactly true especially when one knows the meaning of the word “license”. Members of groups who are competent non-lawyers can assist other members of the group achieve the goals of the group in court without being charged with “unauthorized practice of law.” See *NAACP v. Button*, 371 U.S. 415); *United Mineworkers of America v. Gibbs*, 383 U.S. 715; and *Johnson v. Avery*, 89 S.Ct. 747 (1969). The parties to a contractual entity such as D L P LT13 are similar to a group as cited in the foregoing cases. The assertion of federal rights, when plainly and reasonably made, are not to be defeated under the name of local practice. See *Davis v. Wechler*, 263 U.S. 22, 24; *Stomberg v. California*, 283 U.S. 359; *NAACP v. Alabama*, 375 U.S. 449.

Elmer P. Vild does not want to become a member of a private group that can “practice” law before a state bar. The self taught paralegal that Elmer P. Vild worked with for several years in the 1990’s received a letter from the Arizona Bar Association twice that demanded that he stop the “practice of law” or they would bring a lawsuit against him. Both times he wrote back and asked what the definition of a “licensed attorney” was and what were the “elements” of practicing law without a license. He never heard from them again. This is a collateral issue improperly brought up for the first time in a reply brief by the United States. Elmer P. Vild is not practicing law, but only representing himself as an **integral** part of the contractual entity

which the entity's documents, the U. S. Constitution and the statutes of Utah and Arizona allow him to do.

D L P LT13's contractual entity documents state that D L P LT13 shall be treated and have the same rights as any other person. D L P LT13 is private and does not have to be registered with any state. It has a right to represent itself. The United States has not produced any evidence that states ALL trusts must have a bar attorney represent them. The United States has only produced trust court cases which do not apply in the instant case. The D L P LT13 contractual entity is remarkably different than any case mentioned by the United States.

Let us clear up another point that the United States makes in its Footnote #5 at the bottom of page 4 in its U.S. REPLY TO STRIKE BRIEF. The United States makes the point that "Mr. Vild refers to himself as a lienholder, but does not appear to claim that he has actually filed a lien with the appropriate government office." The lien is in accordance with the language within the documents the parties have signed. Elmer P. Vild is a lienholder is documented in the contractual trust's documents. The D L P LT13 documents control this particular point. The recorder's office only gives notice to the public and establishes the order for collection, etc.

About 15 years ago, Elmer P. Vild argued in federal court in downtown Phoenix that a deed need not be recorded and there was no law requiring the filing of instruments unless you were seeking the state to back you in the order of claims or something similar. The federal judge agreed with Elmer P. Vild, and the DC lawyer had to admit, there was no law requiring the recording of such instruments for them to be legal. This is especially true for contractual trusts. There simply is no requirement to file such paperwork.

In the U.S. REPLY TO STRIKE BRIEF the United States also states that a non-attorney cannot represent a trust in federal court. But, this is a title issue and the federal court must follow state laws.

The state, such as Arizona, controls entities that are formed by making an application to the "State". Among these entities are Limited Partnerships, Limited Liability Companies, Corporations and others. Both revocable and irrevocable trusts can be formed without the permission of a state and need not be recorded at a County Recorder's Office or anywhere else. The trust's documents are the controlling instruments to which the trust must comply. D L P LT13's documents declare that the trust is formed by contract and is considered a contract first but a contractual trust for holding real estate.

D L P LT13's provisions are different than any "trust" cases the United States has quoted thus far and therefore none of the cases apply. D L P LT13 clearly states that the contractual trust shall have the same rights as any other person or human being. That means the right to defend itself "in person" without a bar attorney. A bar attorney's first duty is to the court and not the client. A bar attorney is the member of a private group of attorneys admitted to practice before a court. In order to defend itself, the controlling documents state that Elmer P. Vild may speak for and represent the contractual agreement trust without the need of a bar attorney. That is only one of the many points that differentiate D L P LT13 from the cases cited by the United States.

A plaintiff or defendant has a right to give an affidavit and personally speak to the court. Since D L P LT13 has no voice box, Elmer P. Vild speaks for the trust and represents the contractual trust. On page #3 of the U.S. REPLY TO STRIKE BRIEF in footnote #2 the United States makes the statement that "Representing oneself does not constitute the practice of law."

(citations omitted). **Precisely**, Defendant agrees. A live human being has a right to represent himself/herself in court. The contractual trust documents specifically states that the contractual trust shall have the same rights as any other person and that grants D L P LT13 that same right through Elmer P. Vild. This is guaranteed by the Article One, Section Ten of the United States Constitution because all of the parties to D L P LT13 have agreed to this provision. This is one reason that states do not have full control over trusts.

This court is a court of “law and equity” set up to achieve justice. To have an oppressive government agency spend more on a suit that they can ever hope to recover is wrong. Spending the PEOPLE’s money to simply “show one’s power” with unlimited dollars is wrong. This lawsuit wastes the time of the Court and punishes Maria D. Forman, an innocent Defendant spouse, for the ideas and principles of her deceased husband.

This Court has the authority to order a magistrate to assist in a settlement between the United States and D L P LT13 and/or its beneficiaries represented by Elmer P. Vild, Trustee. There are at least three axioms and/or points of law that would permit this Court to order the United States to the magistrate’s office for a settlement meeting. One is the general duty of the Court to administer rulings in the “interest of justice”.

“Following the simple guide of rule 8(f) that all pleadings shall be so construed as to do substantial justice”... “The federal rules reject the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits.” The court also cited Rule 8(f) FRCP, which holds that all pleadings shall be construed to do substantial justice. *Conley v. Gibson*, 355 U.S. 41 at 48 (1957) [NOTE: Rule 8(f) is now Rule 8(e)]

Another point is that having a magistrate assist in settlement is in the “public interest”. And another point is that to allow the United States to pursue this avenue of litigation and waste the public’s money would “shock the conscience” of the court.

In the case of shocking the conscience of the court, that is why the court sometimes breaks a contract even when the language of the contract is perfectly legal. It is my understanding that this is how the contract was broken between Coronel Parker and Elvis Presley's father after Elvis's death. The rumor was that Coronel Parker was to get 90% and Elvis' father 10% of the profits. This shocked the conscience of the Court. Likewise, if the court determines that something is not in the best interest of the public it may make rulings to promote justice.

This case is very similar in its ability to shock the Court. We have an IRS agent, Ms. Debra Vahe, who has been submitting the former clients of Mr. Jimmy C. "JC" Chisum to be civilly prosecuted by the United States Department of Justice. Several of these cases are currently ongoing in court. Ms. Alexis Andrews has informed both Elmer P. Vild and Dulce Shimkus, a beneficiary of D L P LT13, that basically the United States does not consider the cost of the lawsuit after the suit has been initiated. This is an unconscionable position to take. This instant suit against D L P LT13 will net less than \$25,000. The United States has indicated that they will continue suit even if it will cost \$100,000 or more. This Court should apply the "reasonable and prudent" criteria when ruling on Defendant's motion to engage a magistrate in the instant case.

In the final analysis, all of the United States legal objections are distinguished from the contractual trust's position. This Defendant has attached an affidavit to that effect and the United States has not been able to produce any court case that states a trustee may never represent a trust. More specific is the fact that the United States has claimed it is amenable to settlement and the trustee's affidavit states that the contractual trust's documents state that he can represent the trust and its beneficiaries in such discussions. This Defendant does not care who

represents Maria D. Forman in any settlement discussions, because her alleged tax debts have nothing to do with D L P LT13, but believes that a higher court, justice and the public interest would be served if this Court would provide counsel to represent her.

Asking an incompetent person, without proper legal representation as mandated by FRCP Rule 17, to attend the proceedings would serve no purpose and be in violation of justice and fair play by an oppressive government. However, Maria D. Forman need not be present if an agreement is reached on behalf of the trust's beneficiaries and the case can be so settled.

The United States on page #1 of its US OPPOSITION TO MAGISTRATE states that it "... is amenable to settlement negotiations...". However, this Defendant was informed that shortly after the U.S. attorney wrote that statement, she called Ms. Dulce Shimkus and stated, or words to the effect, that the subject property was worth more (\$25,000 or so) than the money allegedly owed the U.S. and she was convinced her superiors would not agree to anything less than all the money claim by the IRS.

The United States should realize that this Defendant can keep this case going for two more years in federal court and then appeal, if necessary, and take certain constitutional issues even further. It could cost the United States several hundred thousand dollars to pursue its current course of action. But, even if the Defendants were to lose this instant federal suit, the IRS may only sell a quit claim deed which does not determine title or who really owns the subject property. Refusal to move from the premises would produce a quiet title action in state court to determine title. In any case, the United States will get about \$25,000, if and only if, they win. It is possible, taken to its ultimate conclusion, that the Trustee, Elmer P. Vild, may receive the excess above the IRS lien. In other words, even if the United States wins the instant case, and the property sells for \$100,000, the United States will only get approximately \$25,000 and a

large excess may go the Trustee for his work as specified in the contractual agreement. Why then is the United States unwilling to negotiate with the Trustee and save money. There can only be one simple answer. It is not their money the United States' lawyers are spending and the suit is brought to punish and intimidate plus be a warning to any who would oppose the IRS.

The United States has responded to this instant motion by stating that settlement should be discussed after discovery. How ridiculous, the cost would be out of sight by then. In accordance with the contractual documents of D L P LT13 and the laws in the State of Nevada and the State of Arizona, Elmer P. Vild is authorized to speak for and represent the interests of D L P LT13 and its two current direct beneficiaries. The contractual trust documents are private and copyrighted. They state that the Trustee should ask any court for an in camera appearance first which this trustee did over a year ago. The United States wants to drag this suit out to break the wife of Howard Forman, Maria D. Forman, because Mr. Forman was a client of Jimmy C. "JC" Chisum. Such action is arbitrary and capricious. **"The substantive due process guarantee protects against government power arbitrarily and oppressively exercised."**

County of Sacramento v. Lewis, 523 U.S. 833, 843, 118 S.Ct. 1708, 1715, 140 L. Ed2d 1043 (1998). (bolding added)

This Defendant submitted clear and convincing evidence that Elmer P. Vild may represent the beneficiaries of D L P LT13 as attested to in his affidavit. The Trustee, Elmer P. Vild, quoted the Nevada statute which states **"A trustee may represent and bind the beneficiaries of the trust."** For reference, FRCP, Rule 17(a):

Rule 17(a) Federal Rules of Civil Procedure:

An action must be prosecuted in name of the real party in interest.

The following may sue in their own names without joining th person for whose benefit the action is brought:

- (A) an executor
- (B) a guardian

(C) a bailee

(D) A TRUSTEE OF AN EXPRESS TRUST (EMPHASIS ADDED)

(E) A PARTY WITH WHOM OR IN WHOSE NAME A CONTRACT HAS BEEN MADE FOR ANOTHER'S BENEFIT (EMPHASIS ADDED)

(g) a party authorized by statute.

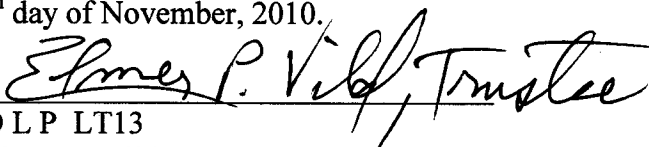
The United States “blows smoke” at the court trying to convince the Court that Elmer P. Vild is trying to “practice law.” If that were true he could have hundreds of clients instead of trying to keep an incompetent “innocent spouse” widow from being kicked into the street by a government willing to spend \$100,000 or more for a return of less than \$25,000.

Let’s summarize what we know so far. 1) The United States claims an amount of money owed to them but has not included the \$4,000 sent to them after this suit was filed. 2) The United States has produced no live bodies and does not have any specific facts on record that would support a ruling in their favor. 3) The United States’ attorneys have produced only allegations and theories based on cases they cited which are not supported by any documents or affidavits. 4) Elmer P. Vild has presented some trust documents and three affidavits to this Court which have **not** been disputed by any live bodies although the United States’ attorneys make a few “**allegations**” based on incorrect assumed facts.

To delay this case further and wait for discovery would not serve the interest of justice and should shock the conscience of the Court that thousands of taxpayer’s dollars will be wasted by the United States trying to prove a point.

Wherefore, above premises considered, this Defendant prays the Court appoint a Magistrate to assist in the settlement of this instant suit without further litigation.

Respectfully submitted this 19th day of November, 2010.


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 19th day of November, 2010 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 19th day of November, 2010 via first class mail to:

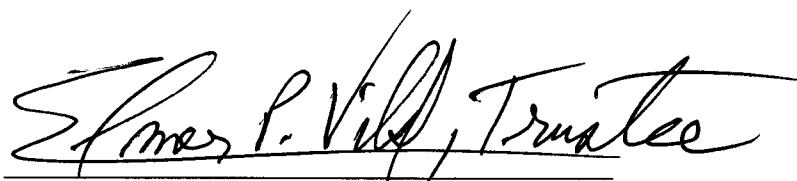
DIANE J. HUMETEWA
United States Attorney
District of Arizona
Evo A. DeConcini Courthouse
405 West Congress St., Suite 4800
Tucson, Arizona 85701-5040

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

Jimmy Chisum
7110 W. Cinnabar Avenue
Peoria, Arizona 85345

DENISE ANN FAULK
Assistant Attorney General
1275 West Washington St.
Phoenix, AZ 85007-2926



Elmer P. Vild, Trustee of D L P LT13

BENEFICIARY'S ACCEPTANCE OF CONTRACTUAL ENTITY PRIVACY CONDITIONS

As a condition of the Board of Trustees of D L P LT 13 having found good cause to release certain Contractual Entity information to me; I, Dulce Shimkus, the below named Beneficiary, do hereby bind myself contractually via my below listed signature, to not disclose any Contractual Entity information previously released to me or any information (in any form; verbal, written electronic, etc.) or that I may receive in the future (except tax exception listed below) without the Board of Trustees' written permission to disclose the information. Whether or not any Contractual Entity information is, or may become, public knowledge shall not affect my non-disclosure pledge and assurances.

I am fully informed that I may be sued for breach of the conditions and terms contained herein and/or that sanctions in any amount up to fifty thousand dollars (\$50,000.00) may be levied against me for the unauthorized disclosure of Contractual Entity information by myself. I am aware, and hereby agree, that the Board of Trustees may deduct any such sanctions so levied from any future distributions that may otherwise be due me.

I have read the above stated conditions and hereby agree not to disclose any information pertaining to this Contractual Entity provided to me or received by me at any time in the future except for the "need to know" condition. It is hereby noted that any income I may receive or have received which may create a tax liability and require reporting on my own personal income tax return would meet the need to know requirement for my accountant and/or lawyer.

Executed this 20th day of February, 2006.

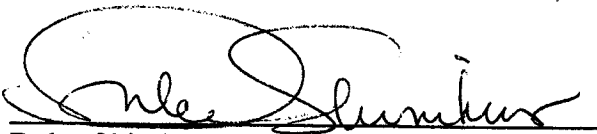

Dulce Shimkus, Beneficiary

EXHIBIT A

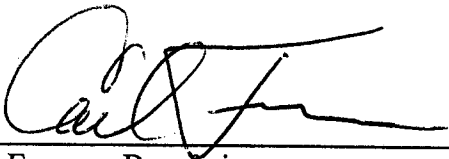
BENEFICIARY'S ACCEPTANCE OF CONTRACTUAL ENTITY PRIVACY CONDITIONS

As a condition of the Board of Trustees of D L P LT 13 having found good cause to release certain Contractual Entity information to me; I, Carl Forman, the below named Beneficiary, do hereby bind myself contractually via my below listed signature, to not disclose any Contractual Entity information previously released to me or any information (in any form; verbal, written electronic, etc.) or that I may receive in the future (except tax exception listed below) without the Board of Trustees' written permission to disclose the information. Whether or not any Contractual Entity information is, or may become, public knowledge shall not affect my non-disclosure pledge and assurances.

I am fully informed that I may be sued for breach of the conditions and terms contained herein and/or that sanctions in any amount up to fifty thousand dollars (\$50,000.00) may be levied against me for the unauthorized disclosure of Contractual Entity information by myself. I am aware, and hereby agree, that the Board of Trustees may deduct any such sanctions so levied from any future distributions that may otherwise be due me.

I have read the above stated conditions and hereby agree not to disclose any information pertaining to this Contractual Entity provided to me or received by me at any time in the future except for the "need to know" condition. It is hereby noted that any income I may receive or have received which may create a tax liability and require reporting on my own personal income tax return would meet the need to know requirement for my accountant and/or lawyer.

Executed this 20th day of February, 2006.

A handwritten signature in black ink, appearing to read 'Carl Forman', written over a horizontal line.

Carl Forman, Beneficiary

EXHIBIT B

DECLARATION and ACKNOWLEDGEMENT

February 20, 2006

From:

Dulce Shimkus
29620 N. 57th Street
Cave Creek, 85331

To:

D L P LT13
Phillip O'Neil, aka, Elmer P. Vild, Trustee
P.O. Box 71
Cornville, AZ 86325

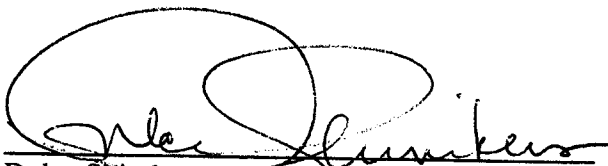
RE: Confirmation of limited privileges from the contractual agreement known as D L P LT13

I acknowledge receipt of Phillip O'Neil's letter dated February 20, 2006.

By my signature below I, Dulce Shimkus, hereby confirm that I have no interest in D L P LT13 other than as a Beneficiary of the D L P LT13 Contractual Entity with the privilege of receiving a distribution of assets, if and when, in the sole judgment of the Board of Trustees, there is a distribution of assets declared by the Board of Trustees.

I understand that if I have access or use of any Contractual Entity assets that I may not modify, change or make any major repairs to such assets unless approved by the Board of Trustees of D L P LT13. I understand that I may not sell, loan, lien or sublet any D L P LT13 assets to anyone.

I further understand that if the Contractual Entity has a profit that is subject to income tax laws that I will be responsible for my pro rata share of such tax liability.



Dulce Shimkus, Beneficiary
of D L P LT13

EXHIBIT C

DECLARATION and ACKNOWLEDGEMENT

February 20, 2006

From:

Carl Forman
946 Alder Green Ave.
Henderson, NV 89012

To:

D L P LT13
Phillip O'Neil, aka, Elmer P. Vild, Trustee
P.O. Box 71
Cornville, AZ 86325

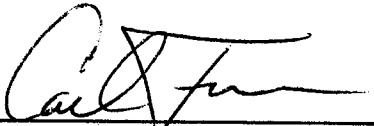
RE: Confirmation of limited privileges from the contractual agreement known as D L P LT13

I acknowledge receipt of Phillip O'Neil's letter dated February 20, 2006.

By my signature below I, Carl Forman, hereby confirm that I have no interest in D L P LT13 other than as a Beneficiary of the D L P LT13 Contractual Entity with the privilege of receiving a distribution of assets, if and when, in the sole judgment of the Board of Trustees, there is a distribution of assets declared by the Board of Trustees.

I understand that if I have access or use of any Contractual Entity assets that I may not modify, change or make any major repairs to such assets unless approved by the Board of Trustees of D L P LT13. I understand that I may not sell, loan, lien or sublet any D L P LT13 assets to anyone.

I further understand that if the Contractual Entity has a profit that is subject to income tax laws that I will be responsible for my pro rata share of such tax liability.



Carl Forman, Beneficiary
of D L P LT13

EXHIBIT D

EXHIBIT E

AFFIDAVIT OF ELMER P. VILD

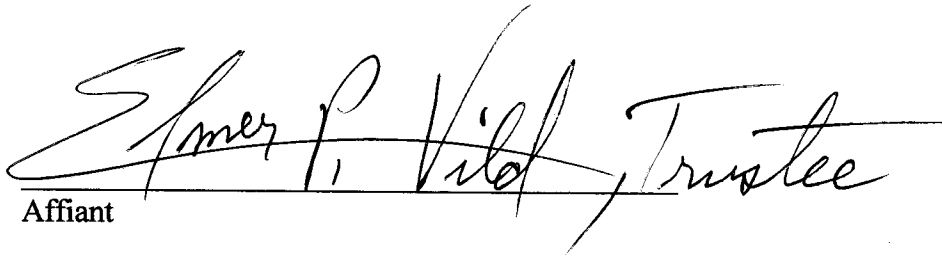
State of Arizona)
) ss
County of Yavapai)

I, Elmer P. Vild, aka, Phillip O’Neil, as the Authorized Agent with the title of Trustee of the contractual entity, D L P LT13, the undersigned affiant, being first duly identified , state:

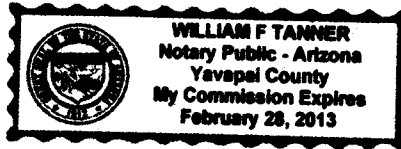
1. that I, Elmer P. Vild, with the title of Trustee, operate and have full dominion and control of the entity known as D L P LT13.
2. that the contractual entity known as D L P LT13 was formed as a contract in the form of a trust and the rules of contract apply.
3. that D L P LT13 as a contract is protected by Article One, Section Ten of the United States Constitution.
4. that D L P LT13’s controlling documents which stated that the trust P. P. T and S was the beneficiary of D L P LT13 has been removed.
5. that D L P LT13’s controlling documents state that Dulce Shimkus and Carl Forman are recorded in the contractual trust documents as being the direct beneficiaries of D L P LT13.
6. that D L P LT13’s controlling documents state that Elmer P. Vild as trustee has the same powers as any other person to speak for and represent the trust in any legal proceedings without the need for a bar attorney.
7. that D L P LT13’s controlling documents state that Elmer P. Vild as trustee will speak for and represent the beneficiaries in any legal proceedings.
8. that D L P LT13’s controlling documents state that the trust between D L P LT13 and the beneficiaries Dulce Shimkus and Carl Forman has been officially removed since February 2006.
9. that D L P LT13’s controlling documents state that Elmer P. Vild is a lienholder against the assets of the trust.

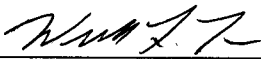
10. that D L P LT13's controlling documents state that the trust is considered a contractual entity permitted hold real estate.
11. that D L P LT13's controlling documents state that the contractual entity shall have the same rights and legal abilities as any other person or human being.

By: Elmer P. Vild, aka, Phillip O'Neil


Affiant

Before me, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared Elmer P. Vild, aka, Phillip O'Neil known to me to be the person who executed this document this 19th day of November, 2010.




Notary Public

2-28-13
My Commission Expires: