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"In care of"
BeLawn OReall Bright
1848 Superior Ct
Poinciana, FL 34759
11/16/2023

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA

JOSEPH F. ROSEN] Request for Hearing
POLLACK & ROSEN P.A] Reserve The Right To Amen
CAPITAL ONE BANK N.A] Case # _____
RADIUS GLOBAL SOLUTIONS LLC FORMAERLY NORTHLAND GROUP LLC]

Plaintiff's]

Vs.]

BELAWN OREALL BRIGHT]

Defendant]

**5.5 MILLION DOLLAR CLAIM FOR VIOLATION OF FOREIGN AGENT
REGISTRATION ACT. OF 1938. VIOLATION OF THE GRAMM-LEACH-BLILEY
ACT (GLBA) AND VIOLATION OF THE F.D.C.P.A. ACT 1692, WIRE FRAUD 18
U.S.C. 1343, MAIL FRAUD 18 U.S.C. 1341, AND R.I.C.O.**

["Cujusque Rei Potissima Pars"][The Principle Part Of Everything Is In The Beginning]

BeLawn OReall Bright proceeding *in propria persona*, states the FDCPA mandates debt collectors can't use false, deceptive, or misleading practices. The defendant is a foreign agent attacking a state citizen without a FARA registration statement filed with the National Attorney General's office in violation of The Foreign Agent Registration Act. Of 1938. FARA is codified at 22 U.S.C. § 611 et seq. and its implementing rules are located at 28 C.F.R. § 5.1 et seq. The

Foreign Agents Registration Act is a United States law passed in 1938 requiring that agents representing the interests of foreign powers in a "political or quasi-political capacity" disclose their relationship with the foreign government and information about related activities and finances. 18 U.S.C. § 951 provides criminal penalties for anyone, other than a diplomat, to operate as an agent of a foreign government without first notifying the United States Attorney General For National Security. A review of the archives shows the agent (defendant) in this case is not registered with the Attorney General For National Security and is in violation of FARA codified at 22 U.S.C. § 611 et seq. in violation of Federal Law. The FDCPA, also dictates that debt collectors must be registered with the Attorney General in the State they are attempting to collect debts in. These requirements are required by law to be a legal debt collector and without them the defendant is operating outside of the law and is liable in his personal capacity for the damages they cause during the unlawful collection attempts. The defendant does not have the legal requirements on the record to be a legal debt collector, and is operating outside of the law, whereby the **"clean hands doctrine"** would bar the court from granting the defendant equity.

I. PARTIES:

- a. BELAWN OREAL BRIGHT, is a resident of POLK COUNTY, FLORIDA
- b. JOSEPH F. ROSEN,
- c. POLLACK & ROSEN P.A,
- d. CAPITAL ONE BANK, N.A
- e. RADIUS GLOBAL SOLUTIONS LLC FORMAERLY NORTHLAND GROUP LLC

II. Jurisdiction:

2.1 The Constitution and 28 U.S.C. § 1332 vest federal courts with jurisdiction to hear cases that “arise under” federal law.

2.2 The Constitution vests federal courts with the authority to hear cases “arising under th[e] Constitution [or] the Laws of the United States.” U.S. Const. art III, § 2. Congress vests federal district courts with subject-matter jurisdiction over cases involving questions of federal law: “The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States.” 28 U.S.C. § 1331.

III. The Two Jurisdictions For The Court To Operate Under:

3.1 Plaintiff, is only aware of two jurisdiction the court can operate under as per the Constitution, and those jurisdiction are **Common Law**, and **Admiralty Jurisdiction**.

3.2 The plaintiff demands this case be heard in a court of common law, and if the court chooses to proceed under Admiralty Jurisdiction, plaintiff will need the court to inform her where the rules of procedures for admiralty jurisdiction can be found for plaintiff’s review to prevent the court from liability for “obstruction of the administration of justice”.

IV. A Federal Question- Jurisdiction and Statement of a Claim:

4.1 The test for determining whether allegations are sufficient to confer federal question jurisdiction has two prongs.

4.2 First, pursuant to statute, the plaintiff has presented a federal question-a claim "arising under the Constitution, laws, or treaties of the United States. See: *18. 28 U.S.C. § 1331 (1982). This statutory requirement is grounded in the Constitution. See U.S. Const. art. III, § 2. "1"* Second, courts have added the requirement that the federal question must be "substantial." See: *See Hagans v. Lavine, 415 U.S. 528, 536-38 (1974); Bell v. Hood, 327 U.S. 678, 682-83 (1946); 13B C. Wright, A. Miller & E. Cooper, Federal Practice and Procedure § 3564, at 66-77 (1984).* Also plaintiff claims the defendant is in violation of The Foreign Agent Registration Act. Of 1938, a Federal Law. The Attorney is s foreign agent.

V. Reservation Of Rights Under UCC-1-308:

5.1 I have reserved my rights under the UCC 1-308, formally 1-207, and demand the statutes used in this court be construed in harmony with Common Law.

5.2 The code is complimentary to the common law, which remains in force, except where displaced by the code.

5.3 A statute should be construed in harmony with the common law, unless there is a clear legislative intent to abrogate the common law.

5.4 The code was written as not to abolish the common law entirely. Plaintiff was not involved with an international maritime contract, so in good faith, plaintiff denies that such a contract exists, and demand the court proceed under Common Law Jurisdiction.

VI. Elements Of A FDCPA Claim:

6.1 A plaintiff who brings a suit under the FDCPA must prove the following elements in order to successfully make out his or her claim:

- (1) That plaintiff is a “consumer” as defined by 15 U.S.C. § 1692 a (3);
- (2) That the debt arises out of a transaction entered into for personal purposes;
- (3) That the defendant is a “debt collector” as defined by 15 U.S.C. § 1692a (6); and
- (4) That the defendant violated one of the provisions contained in 15 U.S.C. §§ 1692 a-1692.

6.2 The plaintiff is a consumer as shown by the alleged credit card billing statements.

6.3 The alleged line of credit was created by the borrower’s signature. The defendant is a debt collector as noted in their emails and phone communications as well as the business description.

6.4 The defendant violated provisions defined in 15 U.S.C. Sec. 1692 false misrepresentation in the course of collecting a debt.

6.5 The FDCPA mandates debt collectors can't use false, deceptive, or misleading practices.

VII. Violation of The FARA And THE FDCPA:

7.1 The attorney is in violation of Federal Law because they failed to register as a foreign agent with the Attorney General For National Security as mandated by Foreign Agent Registration Act. Of 1938. The attorneys misrepresented them self's as legal debt collectors when in fact they are an un-registered foreign acting unlawfully.

7.2 The law firm nor the attorney meet the requirements mandated in the FARA, or the FDCPA, necessary to be a legal debt collector because they are not registered with the Attorney General for National Security as a foreign agent, and they do not have their FARA registration form available for inspection.

7.3 The FDCPA, mandates the attorney, and the law firm must have a license to be a debt collector, a bond, and they must be registered with the Attorney General in the State they are collecting in and in this case the defendant is not licensed to collect debts, have a bond nor have the defendant registered with the attorney General In this State.

7.4 The debt collector in this case is in violation of the FDCPA, they do not meet the legal requirements to be considered a debt collector and therefore have no standing before the court.

7.5 The violation of the FARA, and the FDCPA, raises Federal questions and therefore Federal Court has jurisdiction to make a determination on the matter. Picking v. Pennsylvania R. Co. 151 Fed. 2nd 240; Pucket v. Cox 456 2nd 233.

7.6 The Federal Law mandates any debt collection company attempting to collect debt within the state of Florida, must be bonded and licensed to do so. Failure of the Corporation to maintain active surety bond, warrants grounds for immediate ceasing of collection activities and reporting to major credit bureaus.

7.8 The debt collector company cannot at any point engage in abuse, threats, coercion, **misrepresentation, fraud, harassment, unfair means, and deception to collect debt.**

7.9 The debt collection company must provide proof that they have the authority to collect fees, interest or expenses above the original balance; such proof may be a signed document by the debtor.

VIII. Factual Allegations:

8.1 Plaintiff received numerous harassing letters from the Defendant about an alleged debt that was charged off the original corporations' books months before the defendant purchased the alleged debt for pennies on the dollar.

8.2 Plaintiff demanded verification of the alleged debt, and the debt was sold to the current unlawful collector to avoid providing verification process.

8.3 Defendant falsely reported the information regarding the alleged debt owed by Plaintiff to one or more consumer-reporting agencies and failed to report the debt as being in dispute as required by FDCPA.

8.4 This public reporting to consumer-reporting agencies constitutes defamation as Defendant has publicized false information about the alleged money owed it by Plaintiff, which is false.

8.5 The conduct of Defendant has proximately caused Plaintiff past and future monetary loss, past and future damage to Plaintiff's credit and credit worthiness, past and future mental distress and emotional anguish, and other damages that will be presented to the jury at trial.

8.6 It is a practice of Defendant to maliciously, willfully, recklessly, wantonly and/or negligently ignore and refuse to follow the requirements of the FDCPA, and state law.

8.7 All actions taken by employees, agents, servants, or representatives of any type for Defendant were taken in the line and scope of such individuals' (or entities') employment, agency, or representation.

8.8 All actions taken by attorneys were done with malice, were done willfully, and were done with either the desire to harm Plaintiff and with the knowledge that their actions would very likely harm Plaintiff.

8.9 The defendant's knew or should have known their actions were in reckless disregard of the FDCPA, and Federal Law.

8.10 Defendant has engaged in a pattern and practice of wrongful and unlawful behavior with respect to collection activities and the handling of the account as set forth in this Complaint and as such Defendant is subject to punitive, compensatory, and statutory damages and all other appropriate measures to punish and deter similar future conduct by the Defendant or his corporation.

8.11 Defendant is in clear violation of Gramm-Leach-Bliley Act (GLBA) Privacy of Consumer Financial Information: Title V, Subtitle A of the Gramm-Leach-Bliley Act (GLBA) 2 governs the treatment of nonpublic personal information about consumers by financial institutions. Section 502 of the Subtitle, subject to certain exceptions, prohibits a financial institution from disclosing nonpublic personal information about a consumer to nonaffiliated third parties, unless (i) the institution satisfies various notice and opt-out requirements, and (ii) the consumer has not elected to opt out of the disclosure. Section 503 requires the institution to provide notice of its privacy policies and practices to its customers. Section 504 authorizes the issuance of regulations to implement these provisions.

Defendant's compliance with the GLBA is mandatory, failing to protect my nonpublic personal information results in severe penalties for non-compliance. These penalties include imprisonment for up to five years, fines or both. An organization can be fined up to **\$100,000** for each violation, while officers and directors can be fined up to \$10,000 for each violation.

IX. Facts Of The Claim-Violations of The Federal Law:

9.1 Defendant, which is a debt collector under the FDCPA, violated the FDCPA in numerous ways, including, but not limited to mis-representation, and the following:

9.2 The defendant is not registered with the Attorney General for National Security in violation of the Foreign Agent Registration Act of 1938, and does not have their FARA registration form available for inspection.

9.3 The attorneys in the law firm do not have a license to practice law.

9.4 The attorneys do not have a license with the State to be a legal debt collector.

9.5 The attorney's law firm does not have a license to be a legal debt collector.

9.6 The law firm does not have a bond as mandated in the FDCPA.

9.7 The law firm is not registered with the Attorney General in the State of Florida.

9.8 Refusing to verify or to provide validation of the debt;

9.9 Not showing the account/trade-line as being in “dispute” on Plaintiff’s credit report;

9.10 Falsely reporting the debt on Plaintiff’s credit report; and

9.11 Plaintiff has been damaged as a direct result of these violations of the FDCPA as set forth in this Complaint.

9.12 Such negligence, malice, wantonness, recklessness, and/or intentional conduct proximately caused the damages set forth in this complaint.

1st- Claim- Violation of Foreign Agent Registration Act of 1938:

The defendant is in violation of the FARA, he is not registered with the Attorney General For National Security and he does not have a copy of the registration form available for inspection.

2nd- Claim Violation of the FDCPA,

The law firm nor the attorney meet the requirements mandated in the FARA, or FDCPA, to be a legal debt collector.

3rd- Claim R.I.C.O. Violations:

4.2 The debt included the fact that exaction of a usurious interest rate rendered the debt unlawful and that is all that is necessary to support the Civil RICO action. *Durante Bros. & Sons, Inc. v. Flushing Nat. Bank*, 755 F.2d 239, cert. denied, 473 US 906 (1985).

4th- Claim Legal Prejudice:

Legal prejudice refers to a condition shown by a party that will defeat the action of an opposing party. In other words, it is a fact or condition which may defeat the opposing party's case, if the same is established or shown by a party to litigation.

5th- Claim Failure To Establish Agency:

6.1 The debt collectors cannot establish agency and therefore have no legal authority to be collecting a debt.

6.2 The people have rights, Corporations do not have rights. Among these "Rights" is the right to contract, the people have this right under 42 USC 1981.

6.3 The people exercise this right by their signature and/or Social Security Number.

6th- Claim -The Right To Contract:

7.1 The right to contract is reserved to the people. This is established by the age-old principle of "Agency". To establish an "Agency", the "Principal" must ask the "Agent" to perform a task. The "Agent" must agree to perform the task.

7th- Claim- The Gramm-Leach Bliley Act (GLBA) Violations

8.1 The Gramm-Leach Bliley Act (GLBA) is a law that prevents third parties from gaining access to your personal financial information through fraud, trickery, false statements, and fraudulent, lost or stolen documents. When a financial institution violates the GBLA, there are severe civil and criminal penalties that may include fines and imprisonment. The penalties for failing to meet GLBA compliance requirements include:

- Fines of \$100,000 for each violation for financial institutions found in violation of GLBA regulation.
- Fines of \$10,000 for each violation for officers and directors in charge of institutions found to be in violation of GLBA regulation.

8th- Claim -Violation of Mail Fraud Statutes: 18 U.S.C. 1341

9.1 The defendant is in violation of Federal Mail Fraud statutes using the U.S. Postal Service to deliver fraudulent statements to unsuspecting victims.

8th- Claim Violation of Federal Wire Fraud Statutes:

10.1 The elements of wire fraud under Section 1343 directly parallel those of the mail fraud statute, but require the use of an interstate telephone call or electronic communication made in furtherance of the scheme. *United States v. Briscoe*, 65 F.3d 576, 583 (7th Cir. 1995) (citing *United States v. Ames Sintering Co.*, 927 F.2d 232, 234 (6th Cir. 1990) (per curiam)); *United States v. Frey*, 42 F.3d 795, 797 (3d Cir. 1994) (wire fraud is identical to mail fraud statute except that it speaks of communications transmitted by wire); see also, e.g., *United States v. Profit*, 49 F.3d 404, 406 n. 1 (8th Cir

Reservation of Rights:

"I reserve my right not to be compelled to perform under any contract, commercial agreement or bankruptcy that I did not enter knowingly, voluntarily, and intentionally, and furthermore, I do not and will not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement or bankruptcy."

I have reserved my rights under the UCC 1-308, formally 1-207, and demand the statutes used in this court be construed in harmony with Common Law.

The code is complementary to the common law, which remains in force, except where displaced by the code. A statute should be construed in harmony with the common law unless there is a clear legislative intent to abrogate the common law.

The code was written as not to abolish the common law entirely.

10.5 I was not involved with an international maritime contract, so in good faith, I deny that such a contract exists, and demand the court proceed under Common Law Jurisdiction. I'm only aware of two jurisdictions the court can operate under as per the Constitution, and those jurisdictions are Common Law, and Admiralty Jurisdiction.

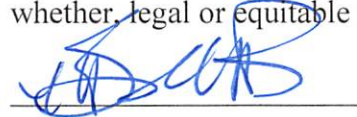
10.6 If the court chooses to proceed under Admiralty Jurisdiction, I' will need the court to inform me where I' can find the rules of procedure for admiralty jurisdiction for my review, to avoid a violation of my due process, which will result in a civil claim against the court for obstruction of the administration of justice.

Elements for Common Law:

- a. Controversy (The listed defendants)
- b. Specific Claim (wrongful foreclosure)
- c. Specific Remedy Sought by Claimant (5.5 million dollars)
- d. Claim Must be Sworn To (Affidavit of Verification attached), and I will verify in open court that all herein be true.

Relief Sought:

1. An award of statutory, actual, compensatory, and punitive damages in the amount of 5.5 million dollars.
2. The alleged debt be discharged and return of all securities owed (payments, interest and principle).
3. The defendants contact the credit reporting agencies and remove the false information that was reported to them that is damaging the plaintiff's credit history.
4. Plaintiff also requests all further relief to which he is entitled under Federal or State law, whether legal or equitable nature.

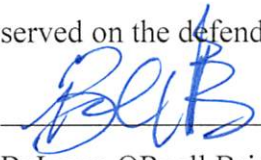
 11/16/2023

151 BeLawn OReall Bright

Without Prejudice UCC 1-308

CERTIFICATE OF SERVICE

I hereby certify that on the 16th day of NOV, 11/16/2023, the foregoing document was served on the defendant listed below.

151  _____ 11/16/2023

BeLawn O'Reall Bright
Without Prejudice UCC 1-308

Mailed to the following:

Joseph F. Rosen EQS
806 S Douglas Rd STE 200,
Coral Gables, FL 00000

The firm of Pollack & Rosen, P.A.

806 S Douglas Rd STE 200,
Coral Gables, FL 00000

RADIUS GLOBAL SOLUTIONS LLC FORMAERLY NORTHLAND GROUP LLC

7831 Glenroy Rd Ste 250
Edina, MN 55439

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