

JAN 27 2020

01-22-2020

MARK L. HATCHER, CLERK
OF THE BANKRUPTCY COURT

To: Honorable Christopher Alston
From: Jodie Hirtler and Steven McNight ^{AM} _{JFK}
Re: Contractual Obligations

Judge Alston,

My wife is holder of claim # 837.

She is unwell and this affray is
making her even more ill and
unstable,

She suffer from schizophrenia,
Aspergers Syndrome and is now
advanced in age (65). She did
what she considered was prudent
in storing her property (658 oz.
troy .999 fine Ag) in a pooled
account w/ N.W.T.M.

(1)

01-22-2020

The trustee Mr. Calvert and his professionals have consistently and repeatedly failed to address their contractual obligations to her as well as the 53 (fifty-three) other storage account creditors. The fact that the issue has not been addressed in any proceeding does not mean that there is ^{NOT}, in fact, a fifty ton elephant in the room. These contractual obligations are nothing other than that 50 ton elephant. The letter a copy of which I

(2)

01-22-2020

have enclosed is an acknowledgment of just such an animal.

The storage contracts are clearly the debtors obligations... and my wife is not to be

ignored. She paid for a product... it is not property of the debtor's estate. She is sole owner

of 658 oz tr (.999 fine) Ag, or in the corollary, the equivalent in Au, Pd., Pt, Rh, or dollars American as of 01-22-2020 in full market value.

The debtor's estate cannot sell, convey, bargain, exchange

(3)

or liquidate property that belongs to another. To do so is both unequitable and exhibits nothing but 'bad faith'.

She instructed the trustee on 04-26-2016 regarding the disposition of her property. The trustee ignored her instructions and has been in breach of his contractual obligations since that time, a span of well over 1000 days. In addition to the base market value of her property entrusted to the

(4)

01-22-2020

the debtors' estate, a reasonable late fee computed at a modest 35⁰⁰ dollars (35) a day will total over thirty-five thousand (35,000) dollars. This is not unreasonable nor excessive considering the nature and extent of the harm and damages inflicted upon her self, her property, and her good faith expectations. Nor does this meager amount even begin to repair the damages to the United States Bankruptcy Court caused by Mr. Calvert, his

(5)

01-22-2020

professionals and others
who have conducted this
on going scheme to 'slash
and burn' ^{and rape and pillage} every step of the
way... Even Shermans'
march through Georgia was
more compassionate,

This then is an ^{intended} request for
motion to clarify the "commodity
contracts" issue, as well
as to be construed as an Invoice
for goods in the debtors' possession
according to the schedules submitted
to the court on 04-01-2016
at docket # 1, as well as

(6)

01-22-2020

at docket nos: 220, 221, 222,
223, 224, 225, 226, 227;
all of which were filed with
this court on May, 02, 2016
incorporated herein.

In addition, I myself,
Steven McKnight have conservatively
expended three hours a week
for the past one hundred and
ninety weeks (190) for
which I require instruction in
order to receive compensation
for priority administrative
claim. Three hours weekly (3)
for one hundred ninety weeks (190)

(7)

01-22-2020

is equal to 373 hours.

As appointed quasi-judicial official for Thurston County from 1999-2008

I am qualified as 'professional'.

An equitable rate for Administration of this matter is one hundred dollars an hour (100).

Therefore I now request ~~for~~ equitable compensation for time spent in pro se duties representing my wife Jodie Hirtler. The

sum total of time worked is

373 hours. The rate is 100 dollars

per. This is a total of ~~37,300~~⁰⁰

dollars (thirty-three thousand ~~dollars~~)

(8)

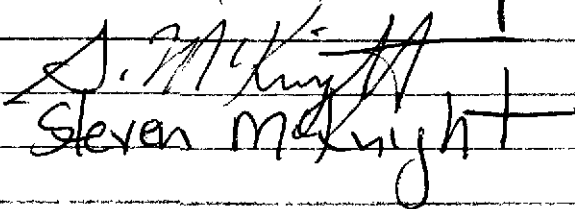
01-22-2020

three hundred dollars).

I am willing to forego any reimbursements for all expenses to include postage, envelopes and ordinary business expenses.

Please advise and remit as soon as practicable to ^{all and} quash any further ~~if~~ interest she, me, and we have in Case No: 16-11767.

With all due respect,


Steven McKnight

(9)

Addendum to letter of 01-22-2020
RE: AFF; davit

Steve McKnight
I, (here in) swear and

affirm that the forgoing expenses
were each and all reasonable
and necessary in acting for

USA Jodie Hirtler, Claim 837;
Case No: 16-11767, and for
acting in her behalf administering
her interests as party to
Case No: 16-11767.

It being the 22nd day of
January, 2020 in Cherokee County
North Carolina, USA at 11:30 am,

In good faith signed by me, Steve McKnight,

S. McKnight

(1)

01-22-2020

Mr Calvert,

It is very unfortunate that you should take such a stance w/ regards to my simple request directed to you in the e-mail of 01-13-2020.

For much of its history, NWTM sold precious metals in the form of ... "to the general public" Order No: S-14-1441-17-501 further relevant part is to be found at page 2, paragraph 4 "The Commodity Transaction Act of Washington ("the Act") regulates the offer and sale of ... under commodity contracts," (id)

(1)

01-22-2020

The Statement of Charges and Notice
of Intent To Enter Order To Cease
and Desist and to Impose Civil Penalties

issued by the Washington State
Department of Financial Institutions

goes on to find in relevant
part that, "A commodity

contract does not ... required (sic)

to deliver to the buyer within

28 days after the payment of good funds ..."

(id, page 2, paragraph 4 @ line 13)

Said, "Statement of Charges ..."

goes on to clarify, "Any commodity
transaction that takes longer than

(2)

01-22-2020

28 days for delivery will fall
under the ~~act~~ Act unless an
exemption applies", (id)

The above referenced statement
of charges and Notice... makes
perfectly clear that the Storage
customers' are each and all
separate and distinct from
the other billion customers in
that the nature of the relationship
between the seller (N.W.T.M) and
the buyer (in this instance, I,
Jodie Hirtler) is one wherein
the delivery of such physical
items are not required to be

(3)

01-22-2020

delivered within the 28 day
requirement of the Act.

In this ~~an~~ instance, "the
offer and sale of ... precious
metals ... constitutes the offer
and/or sale of a 1.) commodity;
2.) commodity contract; OR 3.)
commodity option, ... in the state
of Washington as defined in RCW
21.30.010(10), (11), (14), (15). There
are no relevant exemptions.

Therefor, Mr. Calvert, pursuant
to RCW 21.30.070 in your
role as trustee, and all employees
of the debtor estate, (the trustees'

(4)

01-22-2020

professionals'), are liable for any violations of the Act with regards to the offer and/or sale of ~~to~~ items defined in the Commodities Transaction Act, i.e.

ie, 1.) commodities; 2.) commodity options; 3.) commodity contracts.

The bizarre and capricious pseudo-legal theories propounded in your e-mail to me are neither persuasive nor valuable.

Mr Calvert, you and your professionals have made, and continue to make untrue statements of material fact

(5)

01-22-2020

and/or omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

To be clear, our claim is not one held on any sort of unfulfilled purchase order. Accordingly

11 USC 766 (b), (c), (h-2), and,

11 USC 765 (a), (1), (2); "the

trustee shall ... comply with any instructions from a customer regarding such customer's desired disposition

of any commodities contract... (id)

and, "in priority to any other claims." (id)

(6)

01-22-2020

The regulations could not be more clear. Priority is given due to the fact that the physical items underlying the commodity contracts are extremely volatile in nature. In

relevant part, ... "The automatic stay does not apply to commodity, security, and futures contracts". (id)

Shall means it is mandatory that the action be done. Shall means it is a mandate and it is not merely a suggestion.

There for my directive to you in the E-mail of January

(7)

01-22-2020

13, 2020, directing the options
(two) for the disposition of
~~my~~ estate assets, remains
fully and completely in effect
until such time as you or
your assignees receive further
additional instructions. You
are illegally depriving me of
what is not an asset of the
debtors estate. Those goods...
or the funds purchasing said...
are my property and I,
Jodie Hirtler, am sole owner
as evidenced by both the
Bullion Agreement and

(8)

01-22-2020

Sales Acknowledgment
purchase order numbered 106388,
Sept 10, 2015, for 458 troy ounces
of Ag (.999), and, Sales Order
Acknowledgment No: 114186; & Nov.
09, 2015, for 200 troy ounces of Ag
(.999), and as well, Sales Order
Acknowledgment No: 106391,
of Sept 10, 2015, for 01 (one)
silver 1 oz troy Seagorch Bar
(.999 Ag). This then is
you invoice for 659 ounces troy
(.999 Ag), or in the alternative
the equivalent in ~~doll~~ United States
dollars paid directly to my

(9)

01-22-2020

banking and savings institution
at Wells Fargo Bank, ~~with~~ account
and routing to be given
at your indication... This
is your itemized invoice...
please remit at your earliest
convenience but no later than
10 days, due now.
With all respect due

Jodie Huttler

Jodie Huttler 1/22/2020

(10)

01-22-2020

Addendum to letter
dated 01-22-2020

Mr Calvert,

In addition... It is important
for me to simply note that had
you, your professionals, or the
debtors' estate, ~~had~~ honored my
^{directive}
~~request~~ communicated to you on
04-26-2020 the debtors' estate
would have preserved the value
of the estate an estimated
two thousand dollars (\$2000⁰⁰).

This very instance further exemplifies
your lack of any fiduciary duty
to both the debtors estate, and,
the creditors thereof whether

(1)

01-22-2020

secured or unsecured, priority
notwithstanding as well as all
vendors, and holders' of executory
contract of whatever nature or
detail.

The record is perfectly clear.

The facts are the facts, This is your Invoice,

Please remit at once.

With all respect doe,

Jodie Hintler

Jodie & Hintler 1/22/2020

(2)