Court of Queen's Bench of Alberta

Date: 20220803 **Docket:** 2101 07946 **Registry:** Calgary

Between:

Royal Bank of Canada

Plaintiff

- and -

Sandra Ann Anderson A.K.A. Sandra-ann, Authorized representative A.K.A. Sandra-Ann: Anderson, A.K.A. SANDRA ANDERSON, WOMAN SANDRA OF THE ANDERSON FAMILY, A.K.A. i woman sandra-ann, acting as agent for and on behalf of SANDRA ANDERSON, A.K.A. sandra-ann: woman, A.K.A. Sandra-Ann, Executor, A.K.A. sandra-ann

Defendant

Memorandum of Decision of the Associate Chief Justice J.D. Rooke

I. Introduction

[1] This Decision responds to an unusual, but not unique, litigation scenario. Sandra Ann Anderson [Ms. Anderson] owns a condominium in Calgary [the Condo] that she financed with a

- 2019 mortgage, with a principle of \$160,000, loaned from the Royal Bank of Canada [RBC]. Ms. Anderson calls herself many things and by many names, as indicated in the style of cause, above. Ms. Anderson has ceased making payments on the mortgage. RBC, on June 16, 2021, filed a Statement of Claim to foreclose on the Condo, and recover its debt, which had by then had increased to \$160,954.94. Ms. Anderson also had secured a personal Visa credit card against this property, and accumulated \$3,930.58 in further debts.
- [2] None of this is particularly unusual. Foreclosures such as this occur all the time at this Court. However, Ms. Anderson is an unusual litigant because she believes she is not subject to Canadian law but rather only to a different and special law, that she seems to claim means that she can get a condo for free, and that she does not need to pay her credit card debt. Ms. Anderson says she is not subject to Canadian "law, statutes, ordinances, codes". Ms. Anderson says there are no debts, at least any that she owes. Instead, she says it is RBC who owes her money. Ms. Anderson has many explanations for these claims. She points to secret (and imaginary) bank accounts operated by the US government that are linked to her birth certificate. She says that a bank in the UK, the "WeRe Bank" and its proprietor, "Peter of England", have provided a "Voucher" signed by Prime Minister Justin Trudeau, that discharges all her obligations. These are clearly irrational and unaccepted OPCA claims: see *Meads v Meads*, cited at para 12 *infra*.
- [3] Other times Ms. Anderson says that "i woman sandra-ann" does not owe anything. Rather, it is SANDRA ANN ANDERSON who is in a contract with RBC. That all capital names entity is someone, or something, else, but certainly not her, she claims. Ms. Anderson, at various points, says she is the "Executrix" of SANDRA ANN ANDERSON. And many, many more unusual claims, some of which I will later survey.
- [4] The net effect is that Ms. Anderson is doing all she can to frustrate RBC's foreclosure. She has bombarded the Court and RBC with obviously legally worthless, abusive documents. When Ms. Anderson appears in court physically, or via teleconference, Ms. Anderson is disruptive, contemptuous, ignores court directions and orders, and acts, literally, as a law unto herself. That has led to Ms. Anderson being kicked out of courtrooms, and muted and expelled from teleconference appearances.
- [5] None of Ms. Anderson's claims, arguments, or magical documents have any merit, whatsoever. Ms. Anderson has been wasting, and continues to waste, the Plaintiff's and the Court's time.
- [6] Ms. Anderson is a self-represented litigant, and, so, has the benefit of special privileges and status, as set by the Supreme Court of Canada in *Pintea v Johns*, 2017 SCC 23. However, Ms. Anderson has been involved in a range of litigation before this and in other courts that makes very clear that her activities are not those of some misinformed and confused person, stumbling through a complex, inscrutable, apparatus. Instead, Ms. Anderson is an intentional bad, vexatious, actor. She has been informed of the what, why, and how she is getting things wrong. Ms. Anderson has been cautioned that very negative consequences will follow from her misconduct and that is, indeed, what has transpired. All that has made no difference to her continuing vexatious conduct. Instead, as I will subsequently discuss, Ms. Anderson's bad conduct in the foreclosure action has now escalated to a new level: she is directly threatening the Court staff and judiciary, who will pay Ms. Anderson the fines that she purports to levy, in silver coin, a.k.a. "lawful money".

- This Decision has several functions. One is to address Ms. Anderson's abuse of the Alberta Court of Queen's Bench, its employees and decision makers, and wastage of the Court's resources. A second objective of this Decision is to end the RBC foreclosure proceeding in a manner that is fair and efficient to those involved parties who have engaged this Court in good faith. That means that Ms. Anderson may not find the result of this Decision is what she prefers, but Ms. Anderson has forfeited her interests being front and center in this matter. Ms. Anderson is a litigation terrorist (*Lee v Canada (Attorney General*), 2018 ABQB 464 at para 155; *Unrau v National Dental Examining Board*, 2019 ABQB 283 at paras 227, 238 [*Unrau #2*]), a person who uses courts and law to harm others, because she likes it, and for her personal advantage. The time for that to end is now and this Decision will do that.
- [8] I also note, as an initial point in this matter, that Ms. Anderson recently was involved in a testamentary manner where I was one of the Case Management Justices. Suffice to say that Ms. Anderson received a multimillion-dollar inheritance from her father. That fact is relevant in several ways. First, Ms. Anderson is well able to pay her mortgage payments, and the outstanding Condo debt as a whole. Second, Ms. Anderson can easily afford to hire a lawyer. She formerly did so, but that cramped her litigation style. Ms. Anderson is thus not a destitute, desperate person, but, instead, a greedy scofflaw, who seeks a condo for free, with no legitimate legal basis.
- [9] Third, those significant resources mean that Ms. Anderson is well positioned to misuse legal processes, and harass and abuse others, and she has done exactly that. That capacity, intent, and activity also warrants certain steps.
- [10] As will become apparent, Ms. Anderson's bad conduct in the Condo foreclosure is simply one facet of Ms. Anderson's overall, and consistent, approach to her social and legal obligations. Simply put, Ms. Anderson seeks to do only what Ms. Anderson wants to do.

II. Sandra Ann Anderson

- [11] Prior to reviewing the status of the Condo foreclosure, and taking steps to achieve the two goals identified above, some further background on Ms. Anderson and her activities is helpful to put this Court's admittedly unusual and stringent responses into context. What follows is an overview with illustrative examples, rather than a comprehensive record of how Ms. Anderson has flouted Canadian law, and abused Canadian courts. Compiling a complete record would be excessive, repetitive, and a waste of judicial resources.
- [12] Ms. Anderson is a pseudolaw adherent and guru, an individual who claims that the laws created by Parliament and the legislatures, and inherited via the common law, are all a fraud, that are unjustly imposed without valid authority. In Canada, pseudolaw is usually grouped as "Organized Pseudolegal Commercial Arguments" [OPCA], a term coined in the first court decision to comprehensively review that subject: *Meads v Meads*, 2012 ABQB 571. OPCA schemes are pseudolaw, rules that sound like law, and use legal language, but are false, "not-law".
- [13] Functionally, OPCA strategies are a kind of cheat code, a sort of "get out of jail free card", that pseudolaw adherents engage to purportedly get free money (and condos), not pay taxes, drive without insurance or a driver's licences, engage in criminal offences without state sanction, and so on. In *Meads v Meads*, I observed, at para 4, that beyond using a highly stereotypic and conserved set of not-law concepts:

... This category of litigant shares one other critical characteristic: they will only honour state, regulatory, contract, family, fiduciary, equitable, and criminal obligations if they feel like it. And typically, they don't.

That exactly describes Ms. Anderson, and, in many ways, is all one needs to know about her.

- [14] No court in any jurisdiction has accepted the stereotypic conspiratorial not-law concepts that make up pseudolaw. Employing pseudolaw is always an abuse of court processes, and warrants immediate court response: *Unrau #2* at paras 180, 670-671.
- [15] Ms. Anderson has a dismal legal record. What follows are a sampling of illustrative examples.

A. Sandra Anderson, Horse Smuggler, and Vigilante Judge of Her Own Do-It-Yourself Court

- [16] Ms. Anderson is an international horse smuggler: *Anderson v Ossowski*, 2021 ABQB 382, action struck out 2021 ABQB 428, costs ordered 2021 ABQB 456. Ms. Anderson has repeatedly purchased horses in the US, and then, when transporting those horses into Canada, she has claimed the horses were her property that she had taken first into and then back out of the US, thus evading customs duties. Ms. Anderson was caught, and that led to horse seizures and fines. I note that one of Anderson's smuggled horses, "Gaesbekers Gabbertje", was purchased by Ms. Anderson for about \$120,000 Canadian in the range of her outstanding condo debt.
- [17] Ms. Anderson then took the unconventional step of filing pseudolaw paperwork in the Alberta Court of Queen's Bench that purported to seize control of the Court's physical infrastructure. Ms. Anderson' pseudolaw documents stated she would then conduct a vigilante legal proceeding against Canadian Border Service officers and administrators, federal government officials, and a Public Prosecution Service of Canada Crown Prosecutor. Ms. Anderson, "i.woman.Sandra of the Anderson family", would be the prosecutor and judge, who would determine the guilt and penalties of these "trespassers". All this follows a well-established and never successful US Sovereign Citizen pseudolaw scheme promoted by Carl (Karl) Lentz: *Anderson v Ossowski*, 2021 ABQB 382 at paras 19-32.
- [18] Needless to say, this attempt to conduct at a vigilante "do it yourself court" was rejected by this Court, Ms. Anderson's materials were struck out, and Ms. Anderson was ordered to pay costs. Ms. Anderson sent the Court printed copies of the Decisions that rejected her horse smuggling vigilante judge process, with each page marked, in red sharpie, at 45 degrees to the lower right:

this seventh day of

June two thousand

and twenty one.

No Trespass

Contract declined

All rights reserved Sandra-ann [ink fingerprint]

[See Anderson v Ossowski, 2021 ABQB 456, Appendix "A".]

[19] Naturally, that was meaningless and had no legal effect.

B. Sandra Anderson, Criminal Proceedings

- [20] Ms. Anderson is the accused in numerous Provincial Court of Alberta criminal proceedings:
 - Docket 190768739P1 charges include driving while impaired, failure to produce a driver's licence, and operating a motor vehicle while having a prohibited blood alcohol concentration.
 - Docket 210776647P1 uttering a forged document (forged COVID-19 test results), and transporting fireworks on an aircraft.
 - Dockets 210335584P1, 201295763P1, 210335584P1 customs and fraud offenses resulting from Ms. Anderson's international horse smuggling.
 - Docket 211079462P101 failure to attend court.
 - Docket 211071105P1 failure to comply with release conditions.
- [21] Ms. Anderson has illegally attempted to disrupt and sabotage those criminal proceedings by submitting forged subpoenas (*Anderson (Re)*, 2022 ABQB 35 at paras 8-11), repeatedly submitting pseudolaw documents that purport to unilaterally terminate the prosecutions against her, in some instances by "payments" from an imaginary bank account (*Canada (Attorney General) v Anderson*, 2022 ABQB 310 at paras 8-11, 14). When Ms. Anderson appeared in Court, she was disruptive and was ejected by the Sheriffs.
- [22] Ms. Anderson also took the unconventional step of retaining a Calgary-based pseudolaw lawyer, Daniel Terry Lozinik, "private sovran attorney general". Lozinik operates the "Angelic Law" OPCA website: http://www.angeliclaw.com. Lozinik's in-court misconduct has led to him being ejected from Alberta courtrooms: *Anderson (Re)* at para 17. Lozinik has been prohibited from engaging in unlicenced legal services: *Law Society of British Columbia v Daniel Lozinik* (26 January 2021), Vancouver S-211132 (BCSC). Lozinik is also facing multiple criminal charges, including firearms offenses: *Canada (Attorney General) v Anderson* at para 17.
- [23] Ms. Anderson currently has outstanding arrest warrants in five criminal matters, dating from June 2019, onward. Ms. Anderson has informed my office that she is no longer in Canada, and, instead, has relocated to California. I find on a balance of probabilities that Ms. Anderson has absconded from Canada to evade arrest and detention in her criminal proceedings.

C. Straw(wo)man Theory Strategies

[24] Ms. Anderson's wealth of pseudolaw activity includes her persistent use of "Strawman Theory", the idea that individuals have two aspects, a "flesh and blood" human being, and an immaterial legal doppelganger, the "Strawman": see *Meads v Meads* at paras 417-446; *Pomerleau v Canada (Revenue Agency)*, 2017 ABQB 123 at paras 67-88; *Potvin (Re)*, 2018 ABQB 652 at paras 83-92; Donald J Netolitzky, "Organized Pseudolegal Commercial Arguments and Magic and Ceremony" (2018) 55:4 Alta L Rev 1045 at 1069-1078. The two halves use names with different letter case and, often, punctuation, e.g. "Sandra-Ann: Anderson" vs "SANDRA ANN ANDERSON". The core reason for Ms. Anderson's use of Strawman Theory is it that SANDRA ANN ANDERSON is purportedly responsible for everything bad, and thus is the only half that is subject to debts, legislation, criminal liability, and court authority.

So Sandra-Ann: Anderson says she owns the Condo, and if someone has to pay, that's SANDRA ANN ANDERSON.

[25] Ms. Anderson has over and over used Strawman Theory, and, Ms. Anderson has been told, over and over, that Strawman Theory is false and does not work. Her Straw(wo)man is a fanciful imaginary thing: *Anderson (Re)* at para 12. Strawman Theory is so notoriously false that anyone who employs Strawman Theory is presumed to do so in bad faith, and for abusive, ulterior purposes: *Fiander v Mills*, 2015 NLCA 31 at paras 37-40; *Rothweiler v Payette*, 2018 ABQB 288 at paras 6-21; *Unrau #2* at para 180. That presumption applies to Ms. Anderson, who consistently and persistently uses Strawman Theory schemes, periodically switching to new variations, but always maintaining her SANDRA ANN ANDERSON sock-puppet to take all the debts and blame.

D. OPCA Guru

- [26] Ms. Anderson has now gone past simply acting as user of pseudolaw, to actively propagating misinformation of that kind, she is an "OPCA guru": *Meads v Meads* at paras 85-158. Ms. Anderson is now teaching others via the Internet that they (incorrectly) do not have to pay income tax. Ms. Anderson claims to have the secrets for that. As I noted in *Meads v Meads* at paras 669-674, pseudolaw promoters are predatory conmen/women who profit from exploiting the naïve and vulnerable. In *Canada* (*Attorney General*) v *Anderson* at para 18, I observed:
 - ... The fact Ms. Anderson has escalated and deepened her pseudolaw activities from "student" to "teacher" is not a prerequisite for her to be subject to prospective court access restrictions. What this development demonstrates is the degree to which Ms. Anderson is dedicated to, and has oriented her life around, these toxic non-law concepts. She is a committed pseudolaw adherent and proselytizer.
- [27] Tilleman J in *Fearn v Canada Customs*, 2014 ABQB 114 at paras 215-256 concluded that OPCA guru activities are *prima facie* criminal contempt, given their rejection and public denial of Canadian legislation and court authority. That is Ms. Anderson's legal character, rather than a "good faith, fair dealing" litigant.

E. Vexatious Litigant Status and Court Access Restrictions

- [28] These factors, and other litigation misconduct by Ms. Anderson, led this Court to on April 26, 2022 to impose *Judicature Act*, RSA 2000, c J-2, ss 23-23.1 court access restrictions to mitigate Ms. Anderson's abusive litigation conduct: *Canada (Attorney General) v Anderson*. The chief effect of these court access restrictions is that Ms. Anderson cannot initiate litigation or litigation steps at the Alberta Court of Queen's Bench, except with the permission "leave" of the Court.
- [29] Court access restrictions are a useful tool to minimize the harm cause by abusive litigants, but they are far from a universal panacea. One problem is that court access restrictions do not meaningfully affect "defensive" steps taken by abusive litigants to frustrate litigation where the abusive litigant is a responding party. This limitation on court access restrictions will become very apparent when I subsequently review the progression of Ms. Anderson's foreclosure proceeding.

[30] Court processes are based on the underlying assumption that litigants at least will try to cooperate with the Court and its procedures. Pseudolaw litigants rarely engage in anything that could be described as "cooperation". Ms. Anderson is an illustrative, even dramatic, example.

F. Conclusion

- [31] Ms. Anderson is an unrepentant, disruptive, greedy, uncooperative, abusive scofflaw. That has now been her uniform approach to legal rights and obligations, and the Courts, for years. Her misconduct is expanding into multiple subjects and disputes. Ms. Anderson cannot be trusted. When she is pointed to the actual law, she reliably rejects that, and claims to unilaterally impose something else.
- [32] Unlike many pseudolaw litigants, Ms. Anderson has significant and substantial resources. She has already demonstrated that she will use unorthodox vigilante processes against those who simply are engaged in their legal duties. All these factors, and Ms. Anderson's dismal record of pseudolaw misconduct, mean that Ms. Anderson is an appropriate target for unusual and intrusive litigation and litigant management steps by this Court. Doing otherwise simply guarantees more trouble ahead.

III. The Foreclosure

[33] The following timeline explains the status of the Condo foreclosure proceeding. This timeline is to some degree simplified, and, for example, does not include the many occasions where Ms. Anderson has written myself, the Masters, and other Court personnel making demands for irrelevant and imaginary information, such as my US Internal Revenue Service account information.

<u>June 16, 2021</u> - RBC files its Statement of Claim, stating that Ms. Anderson had ceased making payments on the Condo mortgage, had overdue and unpaid municipal property taxes, and outstanding debts on the Visa credit card secured against the Condo. RBC seeks repayment of the credit card debt, and foreclosure on the Condo with the usual alternative remedies.

October 4, 2021 - RBC applies for a redemption order on the Condo, along with other related remedies, and summary judgment on the outstanding credit card debt. The RBC Application is supported by a professional valuation of the Condo for \$243,000 market value, \$219,000 forced sale value. Other affidavit evidence establishes the outstanding mortgage debt is \$162,391.51.

October 4, 2021 - "sandra-ann, agent for SANDRA ANDERSON" files a "Statement of Defence in the form of an Affidavit" which is neither a Statement of Defence, nor an Affidavit. Instead, the document is a series of questions, most of which are nonsense, and all of which involve pseudolaw concepts. For example, Ms. Anderson demands mortgage and credit card contract documents with "wet ink signatures". The idea that a debt may only be established by an original "wet ink signature" physical contract is a common and legally rejected OPCA motif deployed as a basis alleged to invalidate debt contracts, e.g. *Gacias v Equifax Canada Co*, 2019 ABQB 640 at para 14; *Royal Bank of Canada v Skrapec*, 2011 BCSC 1827 at para 24, leave to appeal to BCCA refused, 2012 BCCA 10; *Xceed Mortgage Corporation/Corporation hypothécaire Xceed c Pépin-Bourgouin*, 2011 QCCS 2116 at paras 15–18; *Banque Royale du Canada c Tremblay*, 2013 QCCQ

12827 at para 14, aff'd 2013 QCCA 2035 at para 7; Canadian Imperial Bank of Commerce v Piedrahita, 2012 NBQB 101 at para 8, leave to appeal to NBCA refused (2012), 387 NBR (2d) 399 (CA); The Bank of Nova Scotia v Lai-Ping Lee, 2013 ONSC 6698 at para 10; First National Financial GP Corporation v Maritime Residential Housing Development Ltd, 2013 NSSC 219 at para 7; Toronto-Dominion Bank v Devries, 2013 CanLII 41978 (Ont Sup Ct (Sm Cl Ct)) at paras 2–3, 40–48; Banque Royale du Canada c Minicozzi, 2013 QCCQ 6566 at para 21, aff'd 2013 QCCA 1722; Bank of Montreal v Rogozinsky, 2014 ABQB 771 at paras 24, 41–43, 56, 603 AR 261; Toronto-Dominion Bank v Thompson, [2015] OJ No 5141 (QL) at paras 7, 16 (Sup Ct (Sm Cl Ct)); Alberta v Greter, 2016 ABQB 293 at paras 2, 11, 16; Royal Bank of Canada v 101000039 Saskatchewan Ltd, 2017 SKQB 253 at paras 9, 19; Knutson (Re), 2018 ABQB 858, note 9 at Appendix E; Royal Bank of Canada v Anderson, 2022 ABOB 354 at paras 23-24. If this rule were, in fact, true, then no contract formed via electronic means would ever be enforceable. Among other things, the "Statement of Defence" claims that Ms. Anderson does not owe any credit card-related debts, and, instead, demands full refund of all post-December, 2019 payments made by Ms. Anderson, totaling \$67,427.35.

The "Statement of Defence" was accompanied by an "Affidavit of Status and Fact", reproduced below as Appendix "A". This "Affidavit's" OPCA characteristics are obvious, including use of presumptively abusive and bad-purpose Strawman Theory. A full review of the abusive pseudolaw character of this document is both unnecessary and a waste of judicial resources. Its failings are obvious and manifest.

Both these documents were filed in the Okotoks Provincial Court of Alberta, which is obviously the wrong court to have any legal effect. Each was notarized by lawyer Cody A. Melnyk, who was for that reason reported by the Court to the Law Society of Alberta for disciplinary steps: *Royal Bank of Canada v Anderson*, 2022 ABQB 354 at paras 54-68.

November 10, 2021 - the RBC application was adjudicated before Master Farrington on November 10, 2021. Ms. Anderson was present, but only identified herself as the "executor" of the fictitious Strawwoman SANDRA ANN ANDERSON estate. Master Farrington confirmed the mortgage was valid, the quantum of the outstanding debts, and granted Ms. Anderson a six-month "redemption period" to repay the debt in full. Otherwise, the Condo would be listed as a judicial sale.

May 10, 2022 - Ms. Anderson made a leave to file application for a Counterclaim against RBC that would block the foreclosure, declare Ms. Anderson owes nothing, and make myself and Alberta Minister of Justice Tyler Shandro personally responsible, as fiduciaries, for Ms. Anderson's debts and operation of her Strawwoman's bank account that is allegedly held by the US Securities and Exchange Commission. In the alternative, Ms. Anderson claimed strategies like the "wet ink signature" money-for-nothing scheme described above, the WeRe Bank had paid her debt with a "Voucher" signed by Prime Minister Justin Trudeau, and other schemes that are fully reviewed in *Royal Bank of Canada v Anderson*, 2022 ABQB 354. Ms. Anderson's leave to file request was denied, and she was ordered to pay a \$10,000 *Rule* 10.49(1) penalty to the Clerk of the Court for Ms. Anderson's transparent attempts to sabotage the foreclosure using OPCA tactics.

May 12, 2022 - Ms. Anderson sends Counsel for RBC a "Notice of Injunction and Cease and Desist". Counsel for RBC responds "You cannot file documents at Queen's Bench due to the Court Order declaring you a vexatious litigant."

May 26-30, 2022 - Court appointed Realtor Craig Durkovich [Mr. Durkovich] writes Ms. Anderson to arrange for viewing of the Condo. Ms. Anderson's response to that email is to reject the Court's authority, saying Court orders related to "legal title", not "... the real property which is still in my possession and under my ownership ...". Ms. Anderson also says she has no outstanding debt:

In addition, this matter was has been settled and payment has been affected and any seizure has already been reported to the agents of authority as fraud. [Sic.]

Ms. Anderson then threatens Mr. Durkovich:

I have already notified the [Real Estate Council of Alberta] and your broker of this fraudulent conveyance and should you continue to harass me, I will add you as a party to 3949A subject 15 USC Sec1 and Title 18 241 and 242.

The provisions Ms. Anderson indicated are US, rather than Canadian, legislation.

<u>June 3, 2022</u> - Since Ms. Anderson did not pay her outstanding debts, RBC applied for access to the Condo so the court-appointed realtor could display that property, or vacant possession of the property. A supporting June 1, 2022 Affidavit of Mr. Durkowich reported he was unable to contact Ms. Anderson by telephone and email. The Affidavit reports the Condo is occupied by a tenant, Filomena Rosati.

<u>July 13, 2022</u> - The parties appear before Master Mason. Ms. Anderson appeared via teleconference. Ms. Anderson was disruptive and interrupted proceedings, so she had to be repeatedly muted. During the multiple matters prior to the Condo foreclosure hearing, Ms. Anderson repeatedly sent pseudolaw messages via the teleconference "chat" function. When the matter was heard, Ms. Anderson denied she was present, instead self-identifying as the "Authorized Representative", "Sandra". Ms. Anderson continues her usual pseudolaw claims and tactics. Master Mason ordered a key to the Condo is placed in a lock box on the Condo by July 15, 2022, and that showings of the Condo shall commence immediately. Solicitor/client costs were ordered against Ms. Anderson.

<u>July 15, 2022</u> - Ms. Anderson, by fax titled "Void Disclosure", sent a packet of materials to this Court. Attached is a letter dated July 7, 2022 to counsel for RBC that is reproduced as Appendix "B", below. It is completely pseudolaw nonsense.

<u>July 18, 2022</u> - Ms. Anderson by multiple emails to the Court, sent the untitled document, dated July 16, 2022, and reproduced in Appendix "C" below, to myself and other Court staff. Ms. Anderson also demanded contact information for additional Court staff to deliver this document. The July 18, 2022 document is a "fee schedule", a notorious form of OPCA intimidation, that is uniformly rejected by all courts that have dealt with such fee schedules. I will now further discuss the July 18, 2022 document in more detail.

IV. The July 18, 2022 Fee Schedule

- [34] The July 18, 2022 document, the "Fee Schedule", is a "foisted unilateral agreement", a document that purportedly has effect when unilaterally imposed on a target: *Meads v Meads* at paras 447-528. Fee schedules are a specific subtype of foisted unilateral agreement where the recipient is, purportedly, automatically subject to penalties or fines for certain activities: *Meads v Meads* at paras 474, 505-523. Ms. Anderson calls these unilateral fines payment for "services rendered", and demands those payments in "lawful money (Canadian Silver Dollars)".
- [35] These "service charges" range from \$100,000 for any "Single Court Appearance", to \$10 million for:

Mis addressing Living Being/woman as a Territorial "Canadian Citizen" "resident", "fiction" "corporate entity" or anything other than a Living woman/man

This is, of course, more Strawwoman nonsense. Since I never identify Ms. Anderson by her fake divided identities, by this Decision alone, I will purportedly owe Ms. Anderson hundreds of millions of Canadian Silver Dollars.

- Meads at para 527; Fearn v Canada Customs, 2014 ABQB 114 at para 199; Bank of Montreal v Rogozinsky, 2014 ABQB 771 at para 78; Gidda v Hirsch, 2014 BCSC 1286 at para 84; R v Sands, 2013 SKQB 115 at para 18; R v Boxrud, 2014 SKQB 221 at para 46; Re Boisjoli, 2015 ABQB 629 at paras 58-69; Allen Boisjoli Holdings v Papadoptu, 2016 FC 1260; Pomerleau v Canada Revenue Agency, 2017 ABQB 123 at para 135; Canadian Imperial Bank of Commerce v McDougald, 2017 ABQB 124 at para 28; Gauthier v Starr, 2016 ABQB 213 at para 39, aff'd 2018 ABCA 14; Re Gauthier, 2017 ABQB 555 at paras 65-66, aff'd 2018 ABCA 14; Potvin (Re), 2018 ABQB 652 at paras 79-80; Knutson (Re), 2018 ABQB 858 at paras 61-62, court access restricted 2018 ABQB 1050 at para 18; DKD (Re) (Dependent Adult), 2018 ABQB 1021 at para 14; Labonte v Alberta Health Services, 2019 ABQB 41 at paras 22-26; CP (Re), 2019 ABQB 310 at para 29; Portincasa v Taylor, 2022 ABQB 451 at para 12. Ms. Anderson knows this, because I have told her exactly that: Anderson v Ossowski, 2021 ABQB 428 at paras 17-19.
- [37] According to Canadian law, one may draw the inference that a person intends the natural result of their actions: **R** v **Anderson**, [1990] 1 SCR 265. That is a basis to establish criminal intent. So, when Ms. Anderson is told something is wrong, and then does it, I can conclude that her misconduct and engaging in illegal intimidation is not an accident, or a misunderstanding, but, instead, intentional.
- [38] Ms. Anderson has access to the resources to take steps to try to implement her illegal fee schedule demands. She has, unfortunately, in the past found Alberta lawyers who will collaborate with her schemes. While Ms. Anderson is subject to court access restrictions in Alberta, she could engage in "forum shopping", and file her lawsuits in the US, the Federal Courts, or other provinces.
- [39] Or she could simply set up further "do-it-yourself" vigilante pseudolaw courts. There are many ways Ms. Anderson could engage in mischief, and inflict harm, and I have no difficulty, whatsoever, concluding she very possibly may do exactly that. After all, her record speaks for itself, loudly.

- [40] All this reflects negatively on Ms. Anderson, and warrants court action. However, the fact that Ms. Anderson is now also targeting court staff, particularly the Clerks of the Court, warrants special attention. In her most recent emails, Ms. Anderson is demanding the names of court staff she has interacted with, and their email addresses. Again, the implications of that are obvious: harassment and intimidation.
- [41] Nielsen ACJ recently in *JSG v AG*, 2021 ABQB 841 at paras 41-44 commented on the implications of abusive litigants targeting vulnerable court staff:
 - ... I also note that litigation management is ineffective because JSG ... targets aspects of the Court's structure and staff that are defenceless and cannot be protected by steps like case management, because those Court staff, particularly Clerks of the Court, are professionally obliged to assist litigants, even those who are abusive and harmful.
 - ... Legal and academic commentary on abusive litigants has historically neglected this ... factor. Justice Shelley of this Court in *Alberta Treasury Branches v Hok*, 2019 ABQB 196 at para 10 stressed the obligations of Clerks of the Court to the public:

The Court Clerks serve a critical function as part of the administration of justice in this province. They are the front line of the Alberta Court of Queen's Bench. They are required to assist litigants and others who have business with the Court. However, the obligation to provide these services to the public does not extend to them being bullied, abused, or otherwise mistreated in an unfair and unprofessional manner.

... I agree with and adopt the conclusions of Justice Pepall made in *Lochner v Ontario Civilian Police Commission*, 2020 ONCA 720 at para 18:

Vexatious litigants are a drain on our system of justice. In addition to being a burden on the opposing parties, they are a burden on the judiciary and court personnel. At least the judiciary has mechanisms to attempt to address the conduct of vexatious litigants, but court personnel are ill-equipped to do anything when faced with a barrage of telephone calls, emails, and other communications frequently characterized by incendiary and rude remarks. The cost and time incurred by opposing parties is significant, and adverse costs awards frequently cannot be relied upon to discourage future comparable behaviour. (Emphasis added.)

... In [*JSG* (*Re*), 2021 ABQB 555], I concluded JSG is an example of an abusive litigant who targets this vulnerable component of the Court apparatus. *Occupational Health and Safety Act*, RSA 2000, c O-2.1, s 3(1)(b) requires employers, including the Government of Alberta and this Court, to take reasonable and practical steps to prevent workplace harassment and bullying.

[42] I agree with and fully endorse this analysis by Associate Chief Justice Nielsen. These issues at least equally apply to Ms. Anderson. That is a further reason to now take steps to address Ms. Anderson's unacceptable conduct.

V. Resolution of the Condo Foreclosure

- [43] There is no point to continuing the foreclosure proceeding. Ms. Anderson has made it unmistakably clear that she will not in any way cooperate with any step taken by the Plaintiff or Court. Instead, Ms. Anderson now promises to sue RBC, RBC's officers, RBC's lawyer, the court-appointed realtor, the Honourable Minister Shandro, Clerks of the Court, Masters of the Court, and myself, via fines and penalties she has unilaterally imposed, under her own illegal authority.
- [44] In *British Columbia (Attorney General) v Council of Canadians with Disabilities*, 2022 SCC 27 at para 1, Wagner CJC for a unanimous Court, explained what "access to justice" means:

Access to justice depends on the efficient and responsible use of court resources. Frivolous lawsuits, endless procedural delays, and unnecessary appeals increase the time and expense of litigation and waste these resources. To preserve meaningful access, courts must ensure that their resources remain available to the litigants who need them most - namely, those who advance meritorious and justiciable claims that warrant judicial attention.

- [45] Permitting the Condo foreclosure proceeding to continue, increment by increment, while Ms. Anderson threatens, disrupts, demands, and declares, all securely from California, beyond the reach of the Court, is not "access to justice". To proceed in the usual manner is, instead, a farce, a predictable parade of hazards that range from pratfalls to punji stick pits.
- [46] Permitting this matter to continue expends the resources of this Court, and, as Chief Justice Wagner has instructed, the Alberta Court of Queen's Bench "must ensure" its resources are allocated in an appropriate manner. Intervention thus is necessary. Otherwise, nothing would ever change; nothing new could ever be expected. It has to end, and now it does.

A. RBC

[47] I rule that RBC has established the debts owed by Ms. Anderson. Ms. Anderson has had a more than adequate opportunity to respond to the Court's decision, to provide a redemption payment, or to come to another joint and agreed upon result. Ms. Anderson, instead, has chosen to the path illustrated above.

[48] I, therefore, order:

- 1. Absolute and full title to the Condo is transferred immediately to RBC, as of the date of this Decision. RBC shall register that change of title with the Alberta Land Titles Office.
- 2. The Land Titles Office shall refuse to register any interest or document submitted by Ms. Anderson in relation to the Condo, except if that candidate registration is accompanied by an Order of this Court permitting same.
- 3. The value of the Condo is set at the forced sale amount: \$219,000.

- 4. RBC shall, by September 30, 2022, submit to the Court by Affidavit the following information:
 - a) a statement of the outstanding Condo mortgage and credit card debts, as of the date of this Decision;
 - b) other unpaid debts linked to the Condo, for example municipal taxes, and condominium association fees;
 - c) solicitor/client expenses incurred in conduct of this foreclosure action;
 - d) other expenses incurred during the foreclosure action, such as valuation expenses, realtor expenses, and other disbursements; and
 - e) a report on the status of the tenancy of the Condo, as further discussed below.
- [49] RBC may also, by September 30, 2022, submit an updated valuation on the Condo. Ms. Anderson has frustrated RBC and its assessor from conducting a full evaluation of the property via her illegitimate claims, threats, and evasions. If, upon that full investigation, the Condo's value is substantially less than the \$219,000 forced sale amount, I may revise the value of the Condo further.
- [50] I exercise the Court's statutory and inherent jurisdiction to conclude this matter immediately. The preceding review of Ms. Anderson's mechanizations explains why. Additionally, I have acted immediately because I am very well aware that Ms. Anderson may attempt to use strategies, such as property registrations, litigation, in both real and fictitious courts, to further complicate and frustrate this legal proceeding, and RBC getting the Condo it owns, by law.
- [51] Now is the time to act, and that is what I have done. The foreclosure is over and done. Mindful of my obligations to provide information to self-represented litigants concerning their litigation options, as set in *Pintea v Johns*, 2017 SCC 23, if Ms. Anderson disagrees with this outcome, her remedy is an appeal to the Alberta Court of Appeal.

B. Tenant Filomena Rosati

- [52] Ms. Anderson has enough victims. If, in fact, Ms. Anderson is renting the Condo to the apparent occupant, Filomena Rosati, I will endeavor to minimize what complication and harm may result to the innocent tenant. First, I find that any tenancy contract between the occupant of the Condo and Ms. Anderson is terminated, immediately, by the fundamental breach of the tenancy contract by Ms. Anderson. The tenant contracted for a residence in which to live. Ms. Anderson intentionally sabotaged that by refusing to pay her mortgage, and then engaging in shameful OPCA strategies to "get a condo for free".
- [53] Ms. Rosati, who I am going to assume is the tenant of the Condo, has the following options:
 - 1. Ms. Rosati may come to an agreement with RBC as to her remaining in the Condo, as a tenant, or by purchase of the Condo, but
 - 2. if Ms. Rosati and RBC cannot come to an agreement so that Ms. Rosati remains in the Condo, then Ms. Rosati shall vacate the Condo by September 30, 2022.

- [54] In either alternative, Ms. Rosati is entitled to make a claim against any equity remaining by Ms. Anderson in the Condo so as to indemnify Ms. Rosati from the expense caused by Ms. Anderson's breach of contract. That includes:
 - 1. refund of the full damage deposit paid by Ms. Rosati to Ms. Anderson, if any;
 - 2. the cost for Ms. Rosati to employ a mover to relocate her property to another Calgary-area location;
 - 3. any costs relating to disconnecting and setting up services such as utilities and telecommunications; and
 - 4. other reasonable expenses that are required so that Ms. Rosati can relocate from the Condo.
- [55] I encourage RBC and Ms. Rosati to come to a result that is mutually satisfactory and advantageous. They are both victims of Ms. Anderson.
- [56] Ms. Rosati should, by September 30, 2022, file with the Court by affidavit any claims that she wishes to make to compensate her for costs resulting from the foreclosure. If Ms. Rosati reports unidentified issues resulting from the foreclosure and her tenancy then she may make submissions and provide information, again due by September 30, 2022.
- [57] I am very well aware that Ms. Anderson may target her former tenant. First, Ms. Rosati should know that Ms. Anderson has no right to make any claim against Ms. Rosati. Ms. Anderson is not permitted in this Court to initiate any litigation against Ms. Rosati, except with the Court's leave and supervision. Since Ms. Anderson is an unrepentant and highly active OPCA litigant, there is a very real probability that Ms. Anderson may send Ms. Rosati abusive pseudolaw documents. If that occurs, Ms. Rosati should submit those materials as part of her affidavit, and the Court may order additional penalties against Ms. Anderson on that basis.

C. Distribution of Proceeds of the Foreclosure

- [58] The Court will finalize distribution of the proceedings of the foreclosure after receiving information as indicated above. Ms. Anderson may also submit an affidavit following the instructions in Part VI below, with the deadline of September 30, 2022. I recommend Ms. Anderson not submit further pseudolaw documents in this matter. That may lead to additional penalties.
- [59] To be explicit, the distribution process is a document-only proceeding, there will be no further hearings in this matter.
- [60] If Ms. Anderson holds any remaining equity in the Condo after taking into account the debts, claims, and expenses identified above, as well as the \$10,000 *Rule* 10.49(1) penalty imposed on Ms. Anderson in *Royal Bank of Canada v Anderson*, 2022 ABQB 354, then those funds will be on an interim basis paid into Court and held in trust for Ms. Anderson, pending final resolution of this matter.
- [61] I take this step so that affected parties, including the Court, may recover additional expenses caused by Ms. Anderson. While my hope is that Ms. Anderson will, from here on in, discontinue her practice of OPCA litigation, abuse of the Court, and the persons affected in this litigation, I recognize that the odds of that outcome are unfavourable. The residual funds held in trust are to minimize the harm Ms. Anderson may attempt to cause.

VI. Litigation and Litigant Management Steps

[62] Ms. Anderson is already subject to comprehensive court access restrictions at the Alberta Court of Queen's Bench: *Canada (Attorney General) v Anderson*. That has not, however, stopped Ms. Anderson from conducting herself in an obnoxious and abusive manner. In light of the factors and events I have previously reviewed, I now also Order:

- 1. Ms. Anderson is prohibited from any direct or indirect communication with the Alberta Court of Queen's Bench, except:
 - a) in documentary form and by registered mail to my office, or the office of my designate, or
 - b) by filing or submitting documents via a member in good standing of the Law Society of Alberta, or another person authorized to represent Ms. Anderson in the Alberta Court of Queen's Bench, pursuant to the *Legal Professions Act*, RSA 2000, c L-8.
- 2. To exclude any confusion, that means that Ms. Anderson is prohibited from <u>any</u> communication with <u>any</u> Alberta Court of Queen's Bench staff and decision makers, for example by email, telephone, letters or other correspondence, and faxes.
- 3. Ms. Anderson is prohibited from filing <u>any</u> documents with the Alberta Court of Queen's Bench, except according to paragraph 1(b), and, unless Ms. Anderson engages the services of a lawyer, the only way that Ms. Anderson may file <u>any</u> documents with the Alberta Court of Queen's Bench is if:
 - a) those documents are received by my office, or my designate, by registered mail,
 - b) after review, those documents are determined to be legally valid and not at abuse of the court, and then,
 - c) Ms. Anderson then pays a filing and document review payment set by the Court.
- 4. Ms. Anderson may only communicate with my office and file documents using the name "Sandra Ann Anderson", and not using initials, an alternative name structure, or a pseudonym.
- 5. When Ms. Anderson is permitted to file any document with the Alberta Court of Queen's Bench, that filing may include a pre-requisite that Ms. Anderson is required to pay security for costs in an amount determined by the Court.
- 6. When a document submitted by Ms. Anderson is rejected pursuant to this Decision, Ms. Anderson may be required to pay a penalty amount.
- [63] I am aware that these new provisions, according to Ms. Anderson's fee schedule, would, illegally, mean I am liable to her for a very large amount of silver coinage. I strongly recommend that Ms. Anderson not pursue illegal steps on that basis.
- [64] I also very strongly recommend to Ms. Anderson that she immediately retain a lawyer for any future interactions with the Alberta Court of Queen's Bench. She can afford it. She has lots

of money. I have made this recommendation previously (*Royal Bank of Canada v Anderson*, 2022 ABQB 354 at para 75), and repeat that advice, since the same applies now:

I very strongly recommend Ms. Anderson retain a lawyer - and, by that, I mean an actual certified and trained lawyer who is a valid member of the Law Society - rather than her "private sovran attorney general", Mr. Lozinik. I understand Ms. Anderson is facing multiple criminal proceedings. She has engaged in highly inappropriate activity in this and other civil matters. Ms. Anderson should immediately take steps to obtain licenced, proper and accurate legal advice and information, and listen very carefully to that. Otherwise, the path ahead for Ms. Anderson will be predictably difficult. And that will be her fault, alone.

VI. Conclusion

- [65] RBC takes immediate possession of the Condo. The proceeds and distribution of the foreclosure will be finalized after receipt of affidavits outlined above and that are due by September 30, 2022.
- [66] Counsel for RBC shall prepare the Order giving effect to this Decision. The Order and this Decision may be served on Ms. Anderson by email to: AndersonAsandra@gmail.com. Ms. Anderson's approval of that Order is dispensed with, pursuant to *Rule* 9.4(2)(c). RBC shall serve this Decision and the corresponding Order to:
 - 1. the occupant of the Condo,
 - 2. the condominium management corporation for the 200 Auburn Meadows Common SE Calgary AB, T3M 3A8 building, and
 - 3. the Registrar of Land Titles.
- [67] Costs and penalties resulting from this litigation will be determined after September 30, 2022.

Dated at the City of Calgary, Alberta this 3rd day of August, 2022.

J.D. Rooke A.C.J.C.Q.B.A.

Appearances:

None

Appendix "A" - "Affidavit of Status and Fact"

sandra-ann on or near Dewinton Alberta

Denise A Whiteley in her private capacity, as a woman who sometimes acts as agent/lawyer for Warren Benson Amantea

1413 - 2nd Street S.W. Calgary, AB T2R-0W7 Ph: 403-228-8382 E: whiteley@wbalaw.ca

RE: 2101-07946

Affidavit of Status and Affidavit of Fact

Affidavit of Status and Fact

i, a woman, sandra-ann am over the age of consent, am of sound mind, am a creation of God-Almighty and a follower of God's laws first and foremost, and the laws of woman when they are not in conflict (Leviticus 18:3,4). Pursuant to Matthew 5:33-37 and James 5:12, let my yea be yea, and my nay be nay, as supported by Federal Public Law 97-280, 96 Stat. 1211 - "Whereas the Bible, the Word of God, has made a unique contribution in shaping Canada the land as a distinctive and blessed nation and people" and "Whereas Biblical teachings inspired concepts of civil government that are also contained in our Charter of Rights and Freedoms" and "Whereas ... the spiritual truth is "the rock on which our rights and freedoms rest".

i have personal knowledge of the matters stated herein and hereby asseverate, understanding both the spiritual and legal liabilities of, "Thou shalt not bear false witness against thy neighbour".

1. i, a woman, sandra-ann, being a creation of God, claim my body, information, and genetic material, are my Property.

PROPERTY "That which belongs exclusively to one". "The right and interest which a [wo]man has in land and chattels to the exclusion of others".

- i, sandra-ann via a will codicil from Barbara-Jean Goulette my mother gave me control of the living estate known as ANDERSON SANDRA ANN, Number 010206, registration date April 20th, 1970 and revoked any implied use, control, Power of Attorney or grants she may have made to the Government, any states, Crown/State or banking agents, heirs or their assigns with respect to the use of my name.
- 2. i, a woman, sandra-ann am a living breathing sentient being on the land, a Natural creation of GOD and therefore am not and cannot be any ARTIFICIAL PERSON and, therefore, am exempt from any and all identifications, treatments and requirements, as such pursuant to any process, law code or statute or any colour thereof. i am not the PERSON or fictious name SANDRA ANDERSON created by the Birth Certificate Registration #[redacted] registered on April 24th, 1970, the Birth Certificate being a registered security.
- 3. i, a woman, sandra-ann am not Property of PERSONS doing business as ROYAL BANK OF CANADA (hereinafter called RBC), Warren Benson Amantea LLP or Denise A. Whiteley, a woman who sometimes act as a lawyer for Warren Benson Amantea.
- i, a woman, sandra-ann have no obligation [contract] with PERSONS doing business RBC Warren Benson Amantea LLP or Denise A. Whiteley, a woman who sometimes act as a lawyer for Warren Benson Amantea.

- 5. i, a woman, sandra-ann reserve, claim all, and waive none of my God-given secured and guaranteed Rights nor relinquished these rights to PERSONS doing business as RBC, Warren Benson Amantea LLP or Denise A. Whiteley, a woman who sometimes act as a lawyer for Warren Benson Amantea.
- 6. i, a woman, sandra-ann have no obligation [contract] to acknowledge, believe, adhere; laws, statutes, ordinances, codes, et. al, authored by PERSONS doing business as RBC, Warren Benson Amantea LLP or Denise A. Whiteley, a woman who sometimes act as a lawyer for Warren Benson Amantea.
- 7. SANDRA ANDERSON apparently received a loan of \$160,000 from the corporation, RSC, in May 2019.
- 8. i, woman sandra-ann, upon discovering the apparent loan from the corporate fiction named RBC to SANDRA ANDERSON is not in fact a loan but simply a book keeping entry on a computer screen to make it look like SANDRA ANDERSON received a loan to deprive myself of monies (principal and interest), discontinued paying the so called loan from RBC.
- 9. i, woman, sandra-ann, requested on several occasions documentation from RBC to prove the loan that RBC apparently granted to SANDRA ANDERSON was in fact legitimit.
- 10. i, woman, sandra-ann, to this date have not receive any documentation for proof of loan to SANDRA ANDERSON from RBC.
- 11. i, woman, sandra-ann, continue to receive threats from Denise Whiteley, whom apparently is a woman who works for a law firm called Warren Benson Amantea LLP representing the RBC, to come up with a payment proposal for arrears on a loan to SANDRA ANDERSON that i have yet to see proof of.
- g. Can a financial instrument be securitized?
- h. What lawful consideration does RBC give when agreeing to a loan?
- i. What creates the "source" of funds the bank claims it lends?
- j. When the RBC accepts a loan contract, does RBC monetize this instrument, creating a credit on account which it then uses to fund the loan to the applicant?
- k. If RBC did not loan it's own money to a customer, but monetized the signed loan document creating new funds on the account, would this not be an exchange rather than a loan?
- I. Does RBC accept promissory notes and if so, how would we go about presenting one for acceptance?
- m. Is it true the "lender" [RBC] follows GAAP (generally accepted accounting principles)? Respond Yes or No in writing.
- n. Was full disclosure given regarding if the "borrower" was to provide the funding for the loan per bookkeeping entries?
- o. Does RBC accept something of value from the borrower that is recorded as an asset on the books of RBC resulting in a new liability? Yes or No in writing.
- p. Did RBC loan/lend the borrower RBC's own pre-existing money or assets? Yes or No in writing.
- q. Did the borrower have "full disclosure" of the bookkeeping entries?

- r. Did RBC add interest to the borrowers own promissory note/agreement/contract?
- s. What equitable value/consideration did RBC give in return for the borrowers promissory note/agreement/contract?
- t. Is it the intent of the loan agreement in which the party who funded the loan, as per RBC's bookkeeping entries is to be repaid the money lent to the borrowers? Yes or No in writing.
- u. Does the lender record an asset showing the borrower owes money to the lender involved in the loan agreement? Yes or no in writing.
- v. Is it true that, according to the bookkeeping entries, the borrower funds the loan? Yes or No in writing.
- w. Is it true according to RBC's bookkeeping entries the borrower is the depositor therefore the creditor of the principal amount? Yes or No in writing.
- x. Is it now clear that RBC has violated GAAP (generally accepted accounting principles) thus making the agreement/contract null and void? Yes or No in writing.
- y. Is it true RBC converted the agreement/contract/promissory note by using it a "value" to give value to a bond/cheque or similar financial instrument as proven by RBC's bookkeeping entries, thus proving the borrower funded the loan and proving RBC used concealment and false statements that RBC funded the loan? Yes or No in writing.
 - 12. i provided this similar affidavit to Denise Whiteley, a woman acting as agent for RBC on behalf of Warren Benson Amantea, LLP on three occasions on September 15th, September 28th and October 2, 2021 and to date have not received a response.
 - 13. Alison Zieliger, states under penalty of perjury that she served the email address andersonasandra@gmail.com Can Alison please provide proof that this email belongs to SANDRA ANDERSON?
 - 14. Can Denise please provide proof of receipt that the documents served by Alison to SANDRA ANDERSON were in fact received. As per the Alberta Rules of Court: Service on individuals Section 11.5 (2) Service is effected under this rule,
 - 1. if the document is left with the individual, on the date it is left, or
 - 2. if the document is sent by recorded mail, on the date acknowledgment of receipt is signed by the individual to whom it is addressed
 - 15. i, woman sandra-ann now ask for the following documents to be presented with full disclosure of:
 - 1. Validation of alleged debt owed with FULL forensic accounting
 - 2. A copy of the relevant and lawful Terms and Conditions
 - 3. A true and verified copy (NOT photocopy) of the Original Credit Agreement
 - 4. Verification of your claim against SANDRA ANDERON or sandra-ann (a sworn affidavit or even just a signed invoice)
 - 5. The signed contract between SANDRA ANDERON or sandra-ann and Royal Bank of Canada
 - 6. A copy of the Tax Bil for the properties listed in the Affidavit Statement of Defense
 - 7. A true and verified copy of the contract between SANDRA ANDERSON or sandra-ann and the CRA
 - 16. i, woman sandra-ann also require an answer to each of the following questions in regards to the loan to SANDRA ANDERSON from RBC to clarify that infact a valid loan and the interest charged is lawful:

- a. When we agree to a loan and it is accepted by Royal Bank of Canada (RBC) has that created a trust?
- b. If a trust has been created by our autograph/agreement what are the roles (fiduciary duties) of the RBC and we within this trust?
- c. In transactions is it not the case RBC is acting in the capacity of "Trustee?" Please answer Yes or No
- d. Does the RBC hold legal title?
- e. Who holds "Equitable" title?
- f. Is an "agreement" (or contract) signed by ourselves a financial instrument?
- z. Has the loan agreement/mortgage contract been sold to a special Purpose entity for securitization and pooled into tranches with other mortgages? Yes or no in writing.
 - 17. i, a woman, sandra-ann, am noticing and providing opportunity for any man, woman, or PERSON doing business as the ROYAL BANK OF CANADA or acting as agent on behalf of RBC, _3_days to rebut this Affidavit of Fact point for point.

Failure to rebut the facts stated herein shall serve as tacit agreement and acquiescence from any, man, woman, or PERSON doing business RBC or Warren Benson Amantea LLP that all herein be true.

Maxims - Rule of law

- An unrebutted affidavit stands as the truth in commerce: Peter 1:25 But the word of the lord endureth for ever. And this is the word which by the gospel is preached unto you.
- An unrebutted affidavit becomes judgement in commerce: Hebrews 6:16-17 for men verily swear by the greater: and an oath for confirmation is to them and end of all strife. Wherein God, willing more abundantly to she unto the heirs of promise the immutability of his counsel, confirmed it by an oath
- A lien or claim can be satisfied only through rebuttal by Counter-Affidavit point-for-point, resolution by jury, or payment (Gen. 2-3; Matt. 4; Revelation. Legal maxim: "If the plaintiff does not prove his case, the defendant is absolved.").
- If Denise or any man or woman of ROYAL BANK OF CANADA, do not respond to this affidavit I will ask the sitting Justice to uphold the Rule of Law and dismiss the case.

i declare and will testify viva voce, in open court, under penalty of perjury that all herein be true. Executed on this eighth day of the ninth month, in the year two thousand twenty one.

sandra-ann:woman [signature]

Notary used without prejudice to my rights:

BE IT REMEMBERED, That on this 4th day of October in the year of our LORD, two thousand and twenty one, personally appeared before me, the Subscriber, a Notary Public for the PROVINCE of ALBERTA, sandra-ann, party to this Document, known to me personally to be such, and she acknowledged this Document to be her act and deed. Given under my hand and seal of office, the day and year aforesaid.

[signature] Notary Public Sitting in, and for, The Province of Alberta Cody A. Melnyk
Barrister, Solicitor

& Notary Public

Appendix "B" - Letter from Sandra Ann Anderson to Denise Whiteley, Dated July 7, 2022

Sandra Anderson
C/O PO Box 999000 CA 259239
RPO Old Town Okotoks, AB [T1S-06N]
AndersonAsandra@gmail.com

NOTICE TO AGENT IS NOTICE TO PRINCIPAL NOTICE TO PRINCIPAL IS NOTICE TO AGENT

Denise Whiteley, absconding debtor & delinquent Trustee

1413 2nd Street SW

Calgary, Alberta T2R-0W7

Additional absconding debtors & delinquent Trustees:

CC via email: Davide Lametti, Private Capacity

CC: via email: John D. Rooke, Private Capacity

CC: via email: James R. Farrington, Private Capacity

CC: Clerk of the Court - Court of Queens Bench Fax 403-297-8617

July 7, 2022

I am in receipt of your unsolicited offer to attend court on July 3, 2020. I am confused as to why you think the order made by an unapproved administrator of my estate has authority to order seizure of private property, as you have received multiple forms of payment to resolve any outstanding debt obligations. In law, refusal constitutes payment/discharge.

At inception of my loan to the Royal Bank, and without my full comprehension at the time or knowledge of the attached document, you required government identity documents to secure said loan/mortgage. The attached United Nations Handbook on Civil Registration clearly proves all government identity documents are legal tender. (See attached Exhibit A discharge documentation, pages 3-5, 17, 24-27 from United Nations Handbook on Civil Registration and Vital Statistics systems for specific citations that StatsCan for Canada is privy to, as a United Nations reviewer and approver of this document)

As such, payment was tendered, accepted, acknowledged and received by you ab nitio of the loan/mortgage. So where is the controversy regarding outstanding debt? Under the discovery doctrine, the order you believe is valid, is now void ab nitio for fraud isn't it? As there is no debt to foreclose on now correct? In effect, this is where the term prepaid account derives from.

Further, as securities intermediaries and commissioned SEC agents, monetizing debt instruments through Eurostream/Euroclear per the provincial filing prospectus, you are required to report to the IRS any changes is tax matters or unreported gains/proceeds from your activities. Please complete the FINTRAC document for all parties who have an interest or are proceeding against me as this is a requirement to report all financial gains.

Copies of completed 1099a/c forms which were accepted by the IRS for this transaction are available to you, upon request, as further proof of additional debt settlement for this matter, should you require it for your records.

In addition, the underwritings for all court matters concerning ANDERSON, SANDRA ANN has been revoked as of May 31, 2022 as all government identity documents act as legal tender. (**Attached Exhibit B**)

Should you, Denise, or any other man or woman decide to continue to proceed further with this seizure charade, I will have no other recourse to pursue recovery of all damages. My fee schedule is attached which began at the inception of this controversy.

Regards,

By: [signature Sandra Anderson]

All rights reserved, without recourse

Without vexatious, frivolity or maliciousness

Principal/Bailor/Entitlement Holder/Beneficiary

Appendix "C" - Sandra Ann Anderson Document Dated July 16, 2022

Sandra Anderson
C/O PO Box 999000 CA 253 239
RPO Old Town Okotoks, AB [T1S-06N]
Within the Territory and Nation of Blackfoot
AndersonAsandra@gmail.com

Notice to Agent is Notice to Principal and Notice to Principal is Notice to Agent Service Via E-mail to:

J.L. Mason, in private capacity, acting as Administrative Master, Alberta Court of Queens Bench
John D. Rooke, in private capacity, acting as Administrative Associate Chief Justice, Alberta Court of
Queens Bench

Nadine Ahn, in private capacity, acting as Chief Financial Officer for ROYAL BANK OF CANADA (RBC)

David Mackay, in private capacity, acting as CEO for ROYAL BANK OF CANADA (RBC)

Tyler Shandro, in private capacity, acting as Minister of Justice and Solicitor General Alberta

Denise Whiteley, in private capacity, acting as agent for RBC

Craig Durkovich, in private capacity, acting as Realtor for RBC

Paula Lorenz, in private capacity, acting as Court Clerk, Alberta Court of Queens Bench

Christa Funnell, in private capacity, acting as Court Clerk, Alberta Court of Queens Bench

July 16, 2022

RE: Notice of Trust, Notice Cease and Desist, and Notice of Fee Schedule - Case 2101-07946

J.L Mason, John, Nadine, David, Tyler, Denise, Craig, Paula and Christa or other court clerks,

As you are all aware, there was a court hearing on Wednesday July 13th, 2022, where J.L. Mason acting as administrative Master took it upon herself to deny my due process of law by not allowing me to speak

on the video call by continually muting me. Unable to express the trust I am writing all of you now to let you know that all title to my property is under trust. A Trust Declaration will be provided in the near future. In the meantime, I require all to cease and desist moving forward in any of my matters until I can provide a certification of trust or other documentation.

And as a reminder, Canada and its' Provinces under UN directives no longer have authority to seize any unceded lands of Canada and as such this private property has been removed outside of government jurisdiction and the contract, that was created fraudulently, and possibly binding to that jurisdiction has been revoked as of the end of May, 2022.

In addition, Tyler Shandro, Acting Minster of Justice and Solicitor General of Alberta, received, on Wednesday July 13th, 2022, a private and confidential hand written letter with instructions to personally settle and close this matter. Should you have any additional questions or concerns in regards to these matters please contact Tyler Shandro, directly.

Should you, Denise, Craig, John, J.L. Mason, Tyler, David, Nadine, Paula, Christa, and or any other agent(s) acting on behalf of RBC or Court of Queens Bench Calgary/Alberta or Provincial court of Calgary/Alberta move forward and wish me to perform any services and/or you and/or any of your agents' trespass on any of my private and real property, equity heridiments, et al causing me harm in anyway, I will require payment individually from each one of you. See attached fee schedule. Fees to be collected immediately upon service/trespass.

Thank you for your prompt attention.

By: [Sandra Anderson signature]

All rights reserved, without recourse

Without vexation, frivolity or maliciousness

Principal/Bailor /Entitlement Holder/Beneficiary

FEE SCHEDULE

For Services Rendered or Demanded by each individual

To be paid immediately upon any and all services rendered in

And payable on demand in lawful money (Canada Silver Dollars), at face value of coinage as designated herein at the conclusion of each transaction.

ANY COURT APPEARNCE (cost per appearance/task)

1) Single Court Appearance	\$100,000.00
2) Single Use of Personal Private Home	\$50,000.00
3) Home office Rental	\$25,000.00
4) Computer Rental	\$10,000.00
5) My Time and Energy for paper work/Study Preparation	\$25,000.00
6) Response to emails/phone calls	\$2,500.00

GENERAL TRESSPASS

7) Unsolicited Contract By Whatever Means (post, telephone, Electronic)	\$100,000.00
8) Unauthorized Participation in Private Correspondence (By any means)	\$200,000.00

9) Theft of Private Property	\$10,000,000.00	
10) Refusal to file documents into case I court	\$1,000,000.00	
11) Harassment - per occurrence	\$200,000.00	
12) Failure to produce public official/performance Bond on demand	\$500,000.00	
13) Promissory/Commercial Paper Fraud	\$1,000,000.00	
14) Contract Fraud	\$500,000.00	
15) Color of law or Implied Color of law	\$1,000,000.00	
16) Acceptance of Oath of Office	\$500,000.00	
17) Failure to Produce Oral/Written Oath(s) of Office Upon Demand	\$500,000.00	
18) Obtaining Property Under False Pretenses	\$1,000,000.00	
19) Fraud of any kind (Per occurrence/instance)	\$1,000,000.00	
20) Removal of Property	\$1,500,000.00	
21) Damage to/of Property	\$1,000,000.00	
22) Unauthorized use of Trade Name	\$1,000,000.00	
23) Unauthorized underwriting of or using name SANDRA ANDERSON	\$2,000,000.00	
24) Failure to produce true Bill or proof of debt.	\$10,000,000.00	
25) Interference with Trust and Commercial Activities by a corporation		
\$100,000,000.00 (corporation)		
and or an individual - USC Title 15, Section 1 \$1,000,000.00 (individual)		
26) Interference with Trust and Commercial Activities by an individual		

27) Mis addressing Living Being/woman as a Territorial "Canadian Citizen" "resident", "fiction" "corporate entity" or anything other than a Living woman/man \$10,000,000.00