

ORIGINAL
20080335

IN THE SUPREME COURT
STATE OF NORTH DAKOTA

RECEIVED BY CLERK
SUPREME COURT FEB 10 2009

Asset Acceptance LLC

v

Supreme Court # 0335
Walsh County # 00166

Peter Grzeskowiak

FILED
IN THE OFFICE OF THE
CLERK OF SUPREME COURT

FEB 9 2009

Petitioner
Peter Grzeskowiak
15750 County Rd 15
Minto ND 58261
701 699 3189

STATE OF NORTH DAKOTA

Respondent
Asset
300 NP Ave Ste 105
PO Box 2427
Fargo ND 58108
701 235 6411

My Rights & this brief are based on my personal property rights under the North Dakota Constitution & wrongful taking by a biased judge to allow Asset to gain a judgement by fraud when the have NO legal no~~r~~ Constitutional Standing

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CERTIFICATE OF SERVICE

A true & correct copy of the enclosed appeals brief S Ct #0335 shall be served upon Asset by & thru the lawyers/clerks by pre-paid US Mail on Feb 9th, 2009 to 300 NP Ave, Ste 105, Box 2427 Fargo ND 58108

A handwritten signature in black ink, appearing to be "R. J. [unclear]", written in a cursive style.

TABLE OF CASES

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JURISDICTIONAL STATEMENT

Per the North Dakota Constitution, Art 1, sec 9 All Courts shall be open, & every man for any injury done him in His lands, goods person or reputation shall have remedy by Due Process of Law, & the Right & Justice administered without sale, denial or delay. Appellate Jurisdiction is hereby invoked per NDCC 27-02-04 as a supervisory control over inferior courts affecting the Rights of a Sovereign Citizen of the State of North Dakota. I am addressing the lack of standing of Asset to invoke jurisdiction of the Court & as the bias of Judge Geiger for refusing to recuse, with the clerk knowingly entering false judgement.

Transcripts / Electronic compy

There was no hearings in the case so there are no transcript. I do not know how to make an electronic copy nor can I afford to have one made.

There is an ice storm & I don't know if I am able to get to town to make copies & mail this in. I will try to file an appendix when my reply brief is filed in repsonce to Asset/Rodenurg

ISSUES PRESENTED ON APPEAL

1. As DELL has refused to provide a purchase contract, then violated every terms of the warranty, does DELL have standing under the North Dakota Constitutions demands

2 Does a biased judge have a duty to recuse when after judge Gieger has shown bias in every previous proceeding.

3 Is Clifton Rodenburg subject to the rules of court, to send true & correct exact copies that are duly verified or is Clifton allowed to let others use a rubber stamp as a signature as in Shelia Angeles, account representative practicing law without a license

STATEMENT OF THE CASE

A judgement based on fraud was gained by asset & Clifton Rodenburg. Asset has claimed to represent DELL in this proceeding, or has Asset been buying up paper. I ask for Asset to clarify this & to provide a copy of the purchase agreement with my signature. I would aslo like the court to take notice of the amount claimed, over 3 times the price of a DELL Computer. I was served papers, I read thru & noticed there's no court seal, no civil case number & is not a verified signature, I called the clerks office in Walsh County & expressed my concerns, esp to the bottom is noted, This is an attempt to collect a debt. I read the Rules of court & did not believe this was a proper legal action.

When I recieved the Motion for Default Judgement, I didn't have a working typewriter & can barely afford to live on \$651.00 a month per SSI disability, when I was notified judge Gieger was presiding & then the jurisdiction of the couert was going ahead, I filed a new Notice to Remove this judge for bias, with my Counter Suit.

I am not trying to avoid an honest purchase per the warranty terms of suitable for a particular purpose or thing. There was problems with the DELL 4550 from day 1. I called DELL tech support & was horrified by the way they tried to speak English, You cannot understand them & in order to comply with the purchase agreement, the people should be able to speak Our language. The computer needs to be fully reworked, I am not able to do this & nor can I afford to have this done professionally. I tried to buy a used DELL 4550 from EBAY, the person selling changed the price after the fact & refused to send me the tower I paid for. I tried to buy a 2nd DELL 4550 tower, I was sent a wrong computer & then the seller claimed I never paid which I proved to EBAYI paid in FULL. I tried to get my put^r fixed on payments thru several p^aces of which

Invisimax was willing but could take up to 2 weeks. I found the camera, printer & speakers never worked. DELL replaced speakers but billed me outrageously because I never returned the broken speakers, per the purchase agreement, DELL is to provide all return postage. I made this known to them MANY times & DELL finally said to never mind on returning the damaged speakers so they could save cost, to fix the printer, I was told to send to the manufacturer, I called for their address & was told I needed a copy of the warranty/purchase agreement. I called DELL again-for about the 1000 times for a copy of the purchase agreement, contract & warranty. I was told they could email my copy & print out, I said fine but the printer is 1 that doesn't work. I wanted to try & save all the files, pictures & information concerning my legal studies, DELL refused to explain how to make CD.

This is why I cannot make an Electronic copy for the court-I DON'T know how. I called DELL so MANY times, it was so maddening to not be able to understand & have to keep asking what, what, speak plainer. Due to the numerous warranty violations I asked DELL for the return postage as there was a 100% Satisfaction Guarantee in 1 year with full return-DELL refused to provide postage nor provide me with a return address. I gave DELL due Notice I would be making NO Payments until this computer was fully operational, with American Tech Support. Instead of DELL abiding with proper business ethics, I was slammed with 1000's of phone calls per week by people that spoke better English than tech support. I finally received 1 phone call from an American, he asked of the trouble I was having with this computer, & the horrors with the tech support in India, EES these PEHTAH. I was told all problems are to be fully addressed with tech support Made in The USA,

I expected to be given a US phone number, instead I was told he would switch me over & the line went dead. . NO one ever called back from within America, just the 1000's of abusive phone calls DEMANDING money. I finally had to leave my phone off the hook for 3 months, I'd use the phone & instead of hanging up-I'd have to leave the phone off the hook or the phone calls resumed.

Due to the massive consumer complains on DELL outsourcing the tech support & voiding so many warranties, DELL has stopped some of this. If it pleases the court, do a search on DELL complaints on tech support. I did 1 search with 3,800,000 hits using YAHOO! & with 104,000 for Attorney General files Complaints on Dell tech support. , Therein the FRAUD is exposed to the Light of Day

ISSUE I

Per the requirement in the North Dakota Constitution, Art I, Sec 9 to claim an injury. By Dell creating the problems in selling goods under an implied warranty, does DELL have standing? DELL was given proper NOTICE payments would/shall be stopped in the warranty wasn't honored. Instead of honoring the purchase agreement, DELL acted in fraudulent, decptive trade practices, mail & wire fraud, false credit reports were filed, 1000's of abusive phone calls-the credit dept is at least able to speak better english than tech support.

ISSUE II

Does a biased judge have a Consitutional duty to recuse. In the matter ND S Ct # 20030009 was brought before the Supreme Court on the abuse of judge gieger granting IFP statis on a perjured IFP form, then reaching a decision of conduct claimed to be committed by Pete when I wasn't even in the State of North Dakota. Then j Gieger violated the Seperation of Church & State by ordering Pete not to attend Mass at my Church. I then attended Mass in Minto ND as there no longer was a 7:30 am Mass that I could attend in Warsaw ND. I drove home from Mass in Minto ND on County Road 15 thru Warsaw ND. As I drove thru town, Weninger was somewhere close by, saw Pete drive thru Warsaw on my way home. Weninger then went to file a police report Pete had violated the restraining order. The decision to prosecut pete for attending Mass & driving home thru Warsaw took over 2 weeks before I was told I would not be charged. Due to the length of time, bias of judge giger & my nerves, I was grinding my teeth in my sleep & was cracking teeth. Then I appealed this decision to the ND Supreme Court, when I mailed in my brief, I was hit by a car driven by Mr Nordine. I suffered whip lash & now have a broken

neck & an insurance policy by gieco that refuses to honor my policy. Next act of abuse of process by judge Gieger is in Civ No: Walsh Co 07-~~C~~-69 S Ct 08-0118 The ex3ecutor of my Mothers Estate was stealing my personal property & refused any contact regarding how the estate was to be settled. I tried calling & writing to the executor but she refused any dialog to account for the money missing & then gained a-restraining order so I could not serve the executor without a judge s order. I moved Judge Gieger per Minn Stat 599 to order service be allowed & for my property to be recorded in my name. J Gieger refused to grant a hearing & review was DENIED by clerk Penny Miller. In this case of DELL/Asett, 3 original copies, duly signed were filed with my counter suit, before the 10 day period had tolled. I did not know j Gieger stayed on the case untill I was told by legal aid, sometime after Dec 9, 2008. The basic right of Due Process is to be heard, j Gieger is more bent on a personal vendetta to cause me as much harm as possible. NDCC 29-15-21 states a notice to remove is to be filed in 10 days, when I recieved the motion for default judgement, I then knew this was proceeding in violation of process, , assignment of j Gieger dated July 16, 2008, Notice to Remove is filed July 25, 2008.

I never recieved ANY Notice that j gieger was to preside or I would have notified the ND Supreme Court of the abuse by j Gieger in every proceeding before. Therefore as I was never given Notice j Giger was presiding, I was denied my Right under the ND Const, Art VI, Sec 2 for the Supreme court to issue Writ under original jurisdiction. My Notrice of Removal States, ETREME bias, The last notice I had was, j Gieger had refferred my Notice to Remove & Counter Suit to Foughty.

My Notice to Remove was filed before I had any other orders issued by j Gieger, the motion for default judgement was the FIRST time I knew the court would have jurisdiction, the last thing I want is j gieger acting in any proceedings concerning Peter John Grzeskowiak by the extreme bias of j Gieger, he knew to recuse from this proceeding To obtain a change of Judge as a matter of Right where there is reason' to believe the proceedings will not be fair & impartial, see -State v Garrison 276 NW 693, 694 (1937) to allow a party to present a cause to an unprejudiced tribunal, Orcutt v Conrad 87 NW 982, 983 (1901).

ARE LAWYERS SUBJECT TO RULES OF COURT

I was concerned with what is being used in these proceedings by Asset/Rodenburg. I read thru the forms claimed, there isn't a court seal, clerks signature, case number nor a verified signature. which is further compounded by a misleading statement; "I am a debt collector attempting to collect a debt, any information obtained will be used for that purpose". I was very concerned on being mislead, I went through the North Dakota Rules of Court, R-7, 11. I cannot afford every law book there is, I have the Fedd Rules of Civil Pro, R7 states (3) All motions SHALL be signed in accordance with Rule 11(a) Every pleading, written motion and other paper SHALL be signed by at least one attorney of record in the attorneys name.

I am a debt collector attempting to collect a debt, any information obtained will be used for that purpose.

Rule govern the procedure in district courts in all suits of a civil nature whether cognizable as cases at law or in equity, with the exceptions stated in Rule 81. They shall be construed and administered to secure the Just, Spedy & Inexpensive determination of every action.

Explanatory note; Rule 1 is an adaption of Rule 1 FRCivP, with changes made only to conform to the court system of North Dakota. Rule 1 was amended amended, to track the 1993 federal amendment. These rules have been made applicable by statute to probate & guardianship matters, NDCC 30-02-04

As will become readily apparent from a reading of these rules, they are the federal rules of Civil Procedure, insofar as applicable to state practice. These explanatory notes attempt to point out the deviations from the federal rules. Where there is no significant deviation, annotations to the federal rules may be useful, as the ND S Ct has said, see Unemployment Compensation Division v Bjornsrud, 261 NW2d 396, 398 (ND 1977)

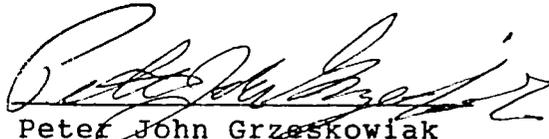
when we adopted the Fed R of Civ Pro we did so with the knowledge of the interpretations placed upon them by the federal courts, though we aren't compelled to follow these interpretations, they are highly persuasive in the interest of uniform interpretation, we are to be guided by them

Applications by Fed R Civ Pro; Creation, Status, & validity of the Federal Rules. Under the authority vested by the Rules Enabling Act of 1934 the US S Ct promulgated the original Fed R of Civ Pro in Dec 1937. The original rules became effective in 1938 & have been amended on many occasions. The Rules have the Force & Effect of Law. They supercede inconsistent statutes enacted prior to their effective date.

Whereas my copies are not exact duplicates as is filed in the Court, nor are my papers duly verified

PRAYER FOR RELIEF

As DELL violated the warranty, refused proper business standards, Rodenburg refusing to abide by the rules of Court, the bias of judge Gieger, I ask the Court to remove the default judgement & allow my counter suit to proceed.


Peter John Grzeskowiak
15750 Co Rd 15
Minto ND 58261
701 699 3189

Supreme Court of North Dakota

OFFICE OF THE CLERK

600 E BOULEVARD AVE DEPT 180

BISMARCK ND 58505-0530

(701) 328-2221 (Voice)

(701) 328-4480 (FAX) (701) 800-366-6888 (TTY)

supclerkofcourt@ndcourts.gov

CLERK OF THE SUPREME COURT
PENNY MILLER

CHIEF DEPUTY CLERK
COLETTE M. BRUGGMAN

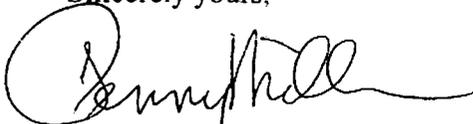
December 30, 2008

Mr. Peter Grzeskowiak
15750 County Road 15
Minto, ND 58261

RE: Asset Acceptance LLC v. Grzeskowiak
Supreme Court No. 20080335
Walsh Co. No. 08-C-00166

Your Petition in Forma Pauperis to Waive Filing Fee on Appeal was received December 24, 2008. In reviewing this matter, I note the trial court waived the filing fee in the underlying matter; therefore, under North Dakota Rules of Appellate Procedure 12, a filing fee will not be required in this matter. This pertains to the filing fee only.

Sincerely yours,



Penny Miller
Clerk
North Dakota Supreme Court

PM:cmb

pc: Mr. Clifton G. Rodenburg

Jan 19,

supclerk of court
@ ndcourts.gov

Rodenburg C @
qol.com

FCPA
IS real

COUNTY OF WALSH

NORTHEAST JUDICIAL DISTRICT

ASSET ACCEPTANCE, LLC,)
)
 Plaintiff,)
)
 v.)
)
 PETER GRZESKOWIAK,)
)
 Defendant.)

SUMMONS

THE STATE OF NORTH DAKOTA TO THE ABOVE NAMED DEFENDANT:

You are hereby summoned and required to appear and defend against this action, which is herewith served upon you, by serving upon the undersigned an Answer or some other proper response within twenty (20) days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

Dated: Jun 11, 2008

Summons
 HENBURG & LAUNGER
 Plaintiff
 Ste. 105, Box 2427
 North Dakota 58108

50136-SMA

psummon

COUNTY OF WALSH

NORTHEAST JUDICIAL DISTRICT

ASSET ACCEPTANCE, LLC,)
)
 Plaintiff,)
)
 v.)
)
 PETER GRZESKOWIAK,)
)
 Defendant.)

COMPLAINT

File No.:

Plaintiff states:

COUNT 1

1. Plaintiff has been assigned the claim of Dell Financial Services and is the owner of a credit account agreed to by Defendant.

2. The Defendant is indebted to Plaintiff for the amount stated of charges incurred by the Defendant on a credit card for the period of the term of which are stated in the account agreement.

3. The Defendant is indebted to the Plaintiff in the amount of \$1,917.06 plus pre-judgment contractual interest of 18% per annum from 12/1/13 and thereafter at the rate of 6% per annum.

4. The Defendant is indebted to the Plaintiff in the sum of \$1,917.06.

COUNT 2

5. The Defendant is indebted to the Plaintiff for a monetary benefit from the Plaintiff.

6. The Defendant accepted the benefits.

7. That by virtue of the circumstances surrounding the request for funds made, the Defendant knowingly requested the funds in issue and/or knowingly and voluntarily accepted the benefits bestowed.

8. It would be inequitable for this Court to allow the Defendant to retain the benefits of the funds or to be unjustly enriched at the expense of the Plaintiff or allow the Defendant to retain the value of the funds in issue without repaying the Plaintiff the value of same.

WHEREFORE, plaintiff prays that judgment be rendered against the Defendant in the amount of \$1,917.06 plus prejudgment contractual interest of \$433.66 to June 4, 2008 and thereafter at the rate of 6% per annum, court costs, and for such other relief as this Court deems reasonable.

Dated, June 4, 2008

19/06/2008

Alfonso Rodenburg
ROBERTSON, ROBERT & LEITCH
105, Box 2427
Victoria 58108-2427

50-41808

I am a general collector of information and any information obtained will be used for a purpose.

50136-SMA

peredita