



17 3. Plaintiff clearly states a claim against the aforementioned defendants,  
18 any assertions by counsel to the contrary is frivolous at best and a  
19 fraud upon the court at worse. Thus there is no basis for any dismissal  
20 under any part or subpart of Rule 12(b).

21  
22 4. The contract upon which the Defendants Motion is based, actually  
23 expired in full in July or August of 2005, having been initiated in July  
24 or August of 2004, and the statute of limitation well tolled on the  
25 contract well beyond any period of enforcement. It is utterly  
26 unenforceable in any form, forum, or venue, and the issues in question  
27 in the suit took place well outside the purview of the well-expired  
28 contracts. While Defendants did engage in illegal and fraudulent  
29 conduct prior to any contract being penned, then though the duration  
30 of the contract, and then afterwards there acts were outline to provide  
31 background on a long term continuum of unlawful conduct by the  
32 Defendants. The core issues in this case filed in June 2011 (nearly  
33 seven years after the penning of the 2004 contract) revolve around  
34 acts initiated in the Fall of 2007 by the Defendants, which came to  
35 fruition and injured the Plaintiff in December 2009 and deprived him  
36 ad infringed upon his civil rights.

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5. Thus, there has been no written contract or other written agreement or records maintained beyond the July/August 2004 contract date, at the request of the Defendants.

6. Indeed, the contract written by the Defendant, declared with specificity that the contract expired in full and in all aspects at the end of one year, as did all prior contracts. The contract thus expired in whole on August 2, 2005, as did any written or verbal agreements.

7. Had the contract actually been in force at the time the contract would be entirely null and void as it was an illegal and *contra bones mores* and fully unenforceable, forming an illegal monopoly, restraint of trade, and price manipulation of goods sold the to U.S. Government. Such contracts are in their entirety utterly unlawful, and unenforceable.

8. Further the alleged contract was a product of fraud, overreaching, and an unlawful contract confected to rig government bidding and pricing and to unlawfully control the market place.

57 9. There is thus no justification to bring any action in Tennessee, and  
58 indeed, as the most grave acts of the Defendants are violations of  
59 Federal Law committed for the large part in Rockport, and Gloucester  
60 Massachusetts, and involving matters well outside the scope of the  
61 long expired 2004 contract.

62  
63 10. While Tennessee provides a Statute of Limitations of contracts for six  
64 (6) years, the Defendants waived this, and reduced this to only one  
65 year in duration. Thus, after August 2005, there was no longer a  
66 contract, a venue, or an obligation by the Plaintiff.

67  
68 11. Defendant also unlawfully conspired with actors in the  
69 Commonwealth of Massachusetts and in the Town of Rockport (MA)  
70 and, acted under the color of law, to effect a chain of events that did  
71 deprive the Plaintiff of his civil rights, and thus the appropriate venue  
72 for this action is exclusively that of the United States District Court  
73 for the District of Massachusetts.

74  
75 12. The primary locus of the Defendants misdeeds is within the confines  
76 of the Commonwealth of Massachusetts, although their conduct

77 affected a wide spider-web of extensive fraud, racketeering, and  
78 conspiracy across the globe forming a long term organized criminal  
79 enterprise.

80

81 13. The courts of Tennessee are an improper venue for this action, as  
82 there was no contractual basis for that venue at the time of the  
83 extensive misdeeds, and the statutes of limitation had long since  
84 expired on any previous contracts. Even if the contract(s) were still in  
85 force (which it was not), the venue of Tennessee would be improper  
86 in all respects for the matter as hand due to a lack of authority over the  
87 subject matter.

88

89 14. After the expiration of the 2004 contracts in 2005, verbal contracts  
90 were then initiated within the Commonwealth of Massachusetts.

91

92 15. In this civil rights case, the core of misconduct involving this group of  
93 Defendants was actually directed and controlled from Essex and  
94 Suffolk County, Massachusetts. While this group of defendants may  
95 have been physically located in Putnam Country, Tennessee, they  
96 were being controlled and doing the bidding of official actors in

97 Massachusetts.

98

99 16. In fact, when the Defendant discovered that a Federal civil rights  
100 lawsuit was being prepared, they ran to their local county courthouse  
101 in Putnam County, Tennessee and filed a frivolous and meritless  
102 lawsuit against the Plaintiff in an attempt to obtain summary judgment  
103 over the matter, in order to subvert the Federal Civil Right Lawsuit,  
104 which the court in Tennessee had and continues to have zero  
105 jurisdictions. The REI Defendants committed a significant fraud  
106 against the court in Tennessee in their initial complaint, and their  
107 conduct forms a *defacto* Obstruction of Justice.

108

109 17. Then, as the Defendants were evading service in the civil right case,  
110 they were also using *ex parte* communication to obtain an unjust  
111 judgment in a Tennessee case which they now attempt to introduce in  
112 this Federal case.

113

114 18. When the Court in Tennessee was served with a proper “Notice to  
115 Remove” the matter to Federal Court, the Chancery Judge and indeed  
116 the Country Clerk Magistrate refused to obey said notice, in an

117 arrogant violation of Federal Law, and stated “We do things different  
118 in this county” and also “We do not answer to any Federal court, and  
119 You can not take this case out of our court”

120

121 19. Indeed as per the statement of charges provided by Research  
122 Electronics for legal fees, there is an entry date July 14, 2011 where  
123 by the first bills the client (REI) in regards to receipt of the Notice of  
124 Removal, and then charged them to confect a strategy to deal with the  
125 next day in court (in Putnam Country). Further, this same removal  
126 notice was also filed with the court, the judge, the judges personal  
127 clerk within merely minutes of each other by fax, and the next day  
128 copies filed by mail with both the County Court in Putnam Country  
129 form where it was removed from, and with the Civil Clerk in Boston  
130 where it was removed to. In essence the attorney, the judge, and the  
131 court in Putnam County utterly ignored federal law in regards to  
132 removal actions.

133

134 20. The Attorney for Research Electronics in Tennessee repeatedly filed  
135 notice of motions and hearing mere three days before the required  
136 appearance, often so that that Plaintiff Atkinson was given less then

137 72 hours to travel from Rockport, MA to Cookeville, TN to attend a  
138 hearing, and then when Atkinson filed a timely motion to attend by  
139 telephone due to the unlawfully short notification, the motion was  
140 either lost three different times, or the motions rejected and Atkinson  
141 sanction for not appearing, for a hearing that was not properly noticed  
142 by the required number of business days, and such an appearance was  
143 refused, and Atkinson was never permitted to submit evidence of any  
144 sort, nor permitted to make an appearance, or indeed permitted to  
145 partake in oral argument in any way. There was however,  
146 considerable *ex parte* communication between the REI attorney, the  
147 Judge, and the Judges clerk, from which Atkinson was improperly  
148 excluded.

149  
150 21. When the Plaintiff Atkinson contacted the Clerk Magistrate in Putnam  
151 Country in order to obtain a copy of the case file to provide it to the  
152 Federal Court on the “Notice of Removal”, the clerk stated that the  
153 case file could not be found to allow it to be copied, and then a few  
154 days later stated that it was in the possession of the attorney  
155 representing Defendant Research Electronics, and multiple attempts of  
156 obtain a copy were unsuccessful.

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22. The Clerk Magistrate in Tennessee stated that she did not know what a “Notice of Removal” was, and that all Federal Courts lacked any authority of the Chancery Courts of Tennessee, and she refused to obey the Notice of Removal in any way, or to stop all proceedings or actions. Further, even after copies of the Notice of Removal was supplied to 3 clerks, one judge (twice), and one attorney (twice), the County Court utterly refused to obey Federal law in regards to removal, and indeed the Notices were removed from the record of the case.

23. As this “legal issues arising out of the plaintiff’s dispute with REI” was removed to Federal Court, the County Court in Tennessee the court in Tennessee utter ceased to have any oversight of any form over the matter as of July 14, 2011. The court then refused to remove the case to Federal Court, and unlawfully retained the matter. The matter was not resolved in any way as the case was removed to this court almost two months ago, and this court has not yet examined or resolved the matter.

177 24. Counsel for the REI Defendant commits a fraud upon the court by  
178 claiming that a contract was in play, which in fact it had long since  
179 expired, and the statute of limitations tolled on the contract, rendering  
180 it moot.

181  
182 25. Plaintiff asserts that there was no final judgment in Tennessee, and if  
183 such judgment took place, then federal law was broken in regards to  
184 removal. Thus, any alleged final judgment is null and void.

185  
186 26. The process server states in writing (see return of service filed with  
187 this court) that proper service was effected, and that Thomas H. Jones  
188 officially accepted service, and that Thomas H. Jones stated that he  
189 could act as the agent for the other employees and they he could  
190 accept service for them. Hence, proper service was made.

191  
192 27. Additionally, as all individuals at Research Electronics are being sued  
193 in their individual capacity in this action, as well in their official  
194 capacity (as agents of, and working under the direction of the  
195 Rockport Police Department, Agents of the Federal Bureau of  
196 Investigation, and others), the Defendant were served not only

197 through their official channels, but service was also made upon them  
198 personally at their residences in accordance with Tenn.R.Civ.Proc  
199 4.0.4 wherein services is deemed complete upon mailing.

200

201 28.Federal rules indicate that anybody who is not a party to the case may  
202 serve papers in a federal suit.

203

204 29.As no protest or opposition was filed by Defendant Research  
205 Electronics over the Notice of Removal for 130 days, they waive any  
206 such opposition to the Removal, accept it, and thus their original case  
207 now resides in full with this court.

208

209 30.The matter should be reviewed and examined *de novo* but this court.

210

211 31.In turn, as this Putnam County, Tennessee case was fully removed to  
212 Federal District, and not opposed, in any way (but mere ignored by  
213 the Defendant REI), there could be no further action in Putnam  
214 County as the Defendant REI acquiesced to the removal to the Boston  
215 venue.

216

217 32. Well after the case was properly removed to Federal Court, the  
218 County Judge in a highly biased and malicious act, issued a sanction  
219 for Atkinson for mere filing a removal notice and not taking part in  
220 the case in Putnam County (after it was removed), and then  
221 unlawfully went forward with the case to issue a improper and illegal  
222 judgment. Thus, Plaintiff Atkinson respectfully requests that this court  
223 order the vacating of all Putnam Country orders, ruling, decisions,  
224 judgments, sanctions, or other action which took place after the case  
225 was removed (and the removal not opposed) on July 14, 2011.

226  
227 33. It has since been discovered and on information and belief that the  
228 judge in question in Putnam Country is socially and financially  
229 involved with the Principals of Research Electronics, and until fairly  
230 recently a close neighbor of Defendant Thomas H. Jones, and whom  
231 should have utterly rescued himself from the case.

232  
233 34. Further, on information and belief, the Attorney behind this case is a  
234 family member of Research Electronics principals, and participated in  
235 acts of improper conduct.

236

237 35. Plaintiff Atkinson has not yet received any of the final documents  
238 directly from the Court in Putnam County and has no reason to  
239 believe that a final (albeit unlawful) judgment has been passed, or  
240 official records sent from the Clerks office to notify Atkinson of an  
241 adverse judgment. In fact, the case in Tennessee is Moot, given that it  
242 has been removed in full to Federal Court, and that the Removal was  
243 not opposed or even challenged in any way (even after 130 days).

244

245 36. As a *pro se* Plaintiff, Plaintiff requests Leave of this Court in order to  
246 submit an additional amended Complaint should the latest Complaint  
247 herein lack details which the Court may desire to review in  
248 consideration of this matter, or to clarify or to further describe the  
249 Acts, Causes of Action, Defendants, Prayer of Relief, or other topics  
250 found herein. Any deficiency in this filing may be easily cured by an  
251 amendment.

252

253 37. Plaintiff opposes dismissal pursuant to Fed.R.Civ.P. Rule 12(b)(3),  
254 12(b)(4) and 12(b)(6) on all counts or on any Defendant.

255

256 38. Service was properly performed, venue is proper, and proper claims  
257 have been stated by which relief can be granted.

258  
259 39. The Third Amended Complaint reveals a very large and very complex  
260 criminal enterprise, and reveals grave infringement upon the civil  
261 rights of not only the Plaintiff, but also the public as a whole. If  
262 amendments are needed to cure any flaw, then an amend complaint  
263 with those changes must be allowed. Research Electronics is a long-  
264 term criminal enterprise, spanning many decades of unlawful conduct.

265  
266 40. “In civil rights cases where the plaintiff appears pro se, the court must  
267 construe the pleadings liberally and must afford plaintiff the benefit of  
268 any doubt”. *Bretz v. Kelman*, 773 F.2d 1026, 1027 n. 1 (9th Cir.1985)  
269 (en banc).

270  
271 41. “A pro se litigant must be given leave to amend his or her complaint  
272 unless it is 'absolutely clear that the deficiencies of the complaint  
273 could not be cured by amendment.’ “ *Noll*, 809 F.2d at 1448 (quoting  
274 *Broughton v. Cutter Laboratories*, 622 F.2d 458, 460 (9th Cir.1980)

275 (per curiam)); accord *Eldridge v. Block*, 832 F.2d 1132, 1135-36 (9th  
276 Cir.1987).

277

278 42. “Moreover, before dismissing a pro se civil rights complaint for  
279 failure to state a claim, the district court must give the plaintiff a  
280 statement of the complaint's deficiencies”. *Eldridge*, 832 F.2d at  
281 1136; *Noll*, 809 F.2d at 1448-49. “Without the benefit of a statement  
282 of deficiencies, the pro se litigant will likely repeat previous errors.”  
283 *Noll*, 809 F.2d at 1448.

284

285 43. Exhibit 1, reflected the recent shipment of goods by Research  
286 Electronics, LLC to the U.S. Government directly, this roster clearly  
287 reflects that virtually all goods are being provided to Military  
288 Agencies, and members of the Intelligence Community, with only a  
289 miniscule amount be provided to non military, and non-intelligence  
290 Federal agencies. This is prima facia evidence that the primary  
291 function and user of this equipment is indeed military and intelligence  
292 in nature, and by its very nature (absent any other classification) is by  
293 default military arms.

294

295 44.The goods (all of the goods) manufactured by REI is listed in 22 CFR  
296 120-130, and specifically in ITAR 121.1 XI(b) as being controlled  
297 military arms, and thus federal law requires all shipments and exports  
298 to be approved by the U.S. State Department. As per exhibit 11, page  
299 10, item 44, Research Electronics never obtained approval form the  
300 U.S. State Department for these shipments, thus they were illegal  
301 export of arms.

302  
303 45.Per exhibit 2, the U.S. State Department is engaged in the licensing of  
304 similar or identical products by competitors or REI, as evidence by  
305 competitors applying for proper licenses, which REI has failed to do.

306  
307 46.Per exhibit 3, the actual end user provided a legitimate End-user  
308 Certificate for the transaction; however, REI did not forward this  
309 document to the U.S. State Department to obtain a license for the  
310 export, and did in fact falsify export documents to effect the illegal  
311 arm shipment.

312  
313 47.Per exhibit 4, REI has unlayfully shipped arms to China in  
314 contravention of the Tiamemen Square Sanctions, did not seek U.S.

315 State Department approval on this shipment, and did not obtain the  
316 required approvals from the President of the United States. As per  
317 Block #27, REI falsely claims that no license is required, when indeed  
318 federal law required such a license. REI has engaged in highly  
319 forbidden arm smuggling and falsification of export documents.

320

321 48. Per exhibit 5, the contract in question expired in August of 2005, and  
322 the statute of limitations on the contract expired as per above  
323 aforementioned tolling.

324

325 49. Per exhibits 6, Plaintiff was a Manufactures Representative until  
326 August 2005, but not beyond that point, and was after August 3, 2005  
327 merely a free agent.

328

329 50. Per exhibit 7, the U.S. Government seized all imports and exports of  
330 goods, when it was reported (by the Plaintiff) they REI was smuggling  
331 arms, and falsifying export documents. The seizure was initiated after  
332 the improper goods to Uzbekistan in December 2009, and the seizure  
333 and ban remained in place until Mid March 2010.

334

335 51. Per exhibit 8, REI falsified export documents, in section 27, stating  
336 that no license is required for good listed under ITAR 121.1 XI(b) as  
337 requiring such a license.

338  
339 52. Exhibit 9, reflect the Notice of Removal dated July 14, 2009 tht  
340 removed this action from Putnam County to this Court, a Removal  
341 utterly ignored by REI, counsel, judge, and clerk. However, this  
342 Removal notice is in the file of this court, and it well predated the  
343 “summary judgment” on the matter. Exhibit 10, entries dated  
344 7/14/2011 clearing show evidence that the REI attorney knew that a  
345 Notice of Removal had been filed, and the following day  
346 communications in regards to the removal authority. Further on  
347 7/20/2011 the bill also reveals that counsel engaged in the illegal  
348 intercept of a phone call, and conspired with clerks office to  
349 coordinate an action in contravention of Federal law.

350  
351 53. Exhibit 11, reflects admission by REI that the shipment of Uzbekistan  
352 and Switzerland was in contravention of both U.S. law and  
353 international treaty in regards to arms shipments. Further, REI admits  
354 that Plaintiff did nothing wrong, that the goods were properly paid for

355 by the Plaintiff, and the proper paperwork was obtain to initiate a  
356 legal exportation, yet REI did not obtain the proper licenses, nor even  
357 make the slightest effort or inquiry to effect a legitimate shipment, and  
358 this broken federal law.

359

360 54. In document 12 in this case, on the bottom of page 5, REI confesses to  
361 entering into a conspiracy with other actors to “Set Up” the Plaintiff  
362 with the Rockport Police Department in reference to paragraph 364.

363

364 55. In exhibit 12, the completed returns of service clearly indicate that  
365 proper service was made on all defendants associated with Research  
366 Electronics in their official capacities, and also in their individual  
367 capacity, by way of two different means, and two different process  
368 servers. REI cannot thus claim that service was not properly made,  
369 when it is obvious that it was.

370

371 56. Exhibits 13 – 28 are the marketing literature, and user manuals for the  
372 Defendants products wherein they describe a function of “counter-  
373 surveillance” and thus libability and restriction under ITAR 121.1

374 XI(b) and Munitions Control List, implementing the M.L. 11.a.c.  
375 “Wassenaar Arrangement” (international treaty on arms control).

376

377 57.Exhibit 29, clearly demonstrates the ban of un-approved arms  
378 shipment to China as a result of Foreign Relations Authorization Act,  
379 Fiscal Years 1990 and 1991 (Public Law 101-246) “Tiananmen  
380 Square Sanctions” which the Defendants REI, and employees of REI  
381 have repeatedly violated.

382

383 58.Exhibit 30, clearly reveals that Defendant is offering “Defense  
384 Services” and “Defense and Classified information” in contravention  
385 of ITAR and the Arm Control Act, and other U.S. Laws.

386

387 59.Exhibit 31, is a report published by the U.S. State Department for  
388 Fiscal year 2009. Restating the requirements for all such shipments  
389 and service to be licensed though PM/DDTC.

390

391 60.Further, Plaintiff has also attached a memorandum of law in regards to  
392 this matter, which roughly parallels the position put forward in the  
393 third amend complaint.

394

395 61. Plaintiff reserves the right to file a further pleadings of responses on  
396 substantive grounds.

397

398 62. It must also be brought to the court attention that Defendants counsel  
399 has made improper claims and statements to the court.

400

401 Respectfully submitted,

402 Dated: November 30, 2011

403

404 \_\_\_\_\_  
404 James M. Atkinson, pro se  
405 31R Broadway  
406 Rockport, MA 01966  
407 (978) 546-3803

408

409

410

**CERTIFICATE OF SERVICE**

411

412 I hereby certify that this document filed though the ECF System will be sent  
413 electronically to the registered participants as identified on the Notice of  
414 Electronic Filing (NEF) (by way of the clerks terminal) and paper copies by  
415 U.S. Mail will be sent to those indicated as non-registered participants this  
416 30<sup>th</sup> day of November, 2011

417

418

419

\_\_\_\_\_  
James M. Atkinson, pro se