



1 Kevin: Walker, *sui juris, In Propria Persona*.
2 Steven MacArthur-Brooks, *sui juris, In Propria Persona*.

3 C/o [REDACTED]
4 [REDACTED]

5 non-domestic *without* the United States
6 Email: team@walkernovagroup.com

7 *Attorney(ies) In Fact, Executor(s), Trustee(s), Authorized*
8 *Representative(s), and Secured Party(ies) for Plaintiff(s)*
9 TMSTEVEN MACARTHUR-BROOKS© ESTATE,
10 TMSTEVEN MACARTHUR-BROOKS© IRR TRUST.

11 **UNITED STATES DISTRICT COURT SOUTHERN DISTRICT**
12 **OF FLORIDA MIAMI DIVISION**

13 TMSTEVEN MACARTHUR-
14 **BROOKS© ESTATE, et al.,**
15 *Plaintiff(s),*

Case No. 1:24-cv-24273-RKA

Judge: Roy K. Altman

16 vs.
17 **ALEJANDRO MORENO, et al.,**
18 *Defendant(s).*

**NOTICE OF DEFENDANT'S FULL
ADMISSION TO EVERYTHING IN
THEIR RESPONSE IN OPPOSITION
TO PLAINTIFF'S MOTION TO
EXPEDITE SUMMARY JUDGMENT
AS A MATTER OF LAW WITHOUT A
HEARING**

19
20 **NOTICE OF DEFENDANT'S FULL ADMISSION TO EVERYTHING IN THEIR**
21 **RESPONSE IN OPPOSITION TO PLAINTIFF'S MOTION TO EXPEDITE**
22 **SUMMARY JUDGMENT AS A MATTER OF LAW WITHOUT A HEARING**

23 **COMES NOW**, Plaintiffs TMSTEVEN MACARTHUR-BROOKS© ESTATE and
24 TMSTEVEN MACARTHUR-BROOKS© IRR TRUST (hereinafter "Plaintiffs"), by and
25 through their Attorney(ies) In Fact, who exercise the authority granted by an
26 executed 'Affidavit of Powers of Attorney In Fact,' (Exhibit D). Plaintiffs,
27 proceeding in accordance with their unalienable right to contract, as **secured** and
28 **protected** by the Constitution of the United States of America, and in particular



1 **Article I, Section 10** of the Constitution, which states: "No State shall... pass any
2 **Law impairing the Obligation of Contracts.**"

3 **I. FULL ADMISSION BY DEFENDANTS**

- 4 1. Defendants, through their collective "Response in Opposition" (Docket No.
5 15), have failed to provide any valid rebuttal to Plaintiff's Motion to Expedite
6 Summary Judgment as a Matter of Law Without a Hearing. Instead, their
7 response constitutes an admission of Plaintiff's arguments and material facts
8 as a matter of law.
- 9 2. Defendants now have **literally admitted** to **receiving**, reading, and
10 **considering** all of Plaintiff's verified commercial affidavits. By
11 acknowledging receipt and **consideration** of these affidavits, while willfully
12 and intentionally failing to respond or rebut them, Defendants have
13 demonstrated:
 - 14 • Full knowledge of receiving the affidavits and comprehension of the
15 affidavits' content;
 - 16 • Agreement with the affidavits' material facts as true and correct by
17 their individual and collective silence acquiesce, tacit agreement, tacit
18 procuration, and inaction;
 - 19 • **Voluntary waiver of any opportunity to dispute or contest the claims**
20 **made therein.**
- 21 3. In their response, Defendants went so far as to collectively characterize laws,
22 principles, and **longstanding legal maxims** cited by Plaintiff
23 as "**meritless**" and "**baseless.**" This **disgraceful rhetoric** not only reveals
24 their ignorance of the law but also demonstrates their outright contempt for
25 the foundational doctrines of justice and equity that underpin this nation's
26 legal system.
- 27 4. Such statements, dismissing the **bedrock principles of law, legal maxims,**
28 and commercial remedies, are unbecoming of any party to these proceedings



1 and represent an affront to the integrity of this Court and the rule of law
2 itself.

3 //

4 **II. DEFENDANTS' WILLFUL AND INTENTIONAL FAILURE TO**
5 **REBUT IS CONSENT BY SILENCE: SILENT ACQUIESCENCE**

6 5. Defendants' self-admitted collective acknowledgment of receipt and
7 **consideration** of Plaintiff's affidavits, coupled with their willful and blatant
8 failure to rebut, dispute, or respond to the affidavits in any manner,
9 constitutes:

- 10 • A **binding agreement** to the facts and claims asserted therein;
- 11 • A demonstration of Defendants' legal incapacity and incompetence as
12 'wards of the court;
- 13 • Material facts supporting Plaintiff's entitlement to all relief sought **and**
14 Summary Judgment.

15 6. In accordance with longstanding principles of law, **silence is**
16 **acquiescence**, and unrebutted affidavits stand as Truth in commerce and in
17 Law. Defendants' willful and intentional failure to respond constitutes tacit
18 agreement to all claims and statements set forth in the affidavits.

19 7. Ignorance of the law is no excuse. Defendants' collective failure to rebut or
20 properly respond cannot be dismissed as mere oversight or negligence. It is a
21 clear, **willful, and intentional** act that affirms the validity of **all** Plaintiff's
22 claims.

23 8. Under U.C.C. § 2-206, '**Offer and Acceptance in Formation of Contract**,'
24 Defendants' actions further evidence an acceptance of Plaintiff's offer,
25 contract, and claims as they fail to counter the presented affidavits, which
26 constitute clear and unequivocal offers to establish **material facts**.
27 Defendants' self-admitted willful and intentional silence and inaction are
28 recognized under this provision as valid acceptance in the course of dealings.



1 **III. PLAINTIFFS'S ATTEMPTS TO SETTLE AND DEFENDANTS'**
2 **VIOLATIONS OF RIGHTS**

- 3 9. Plaintiffs made several good-faith attempts to settle this matter with
4 Defendants by formally requesting restitution and the return of private trust
5 property: a **2018 GMC**.
- 6 10. Instead of doing the right thing returning the private trust Property as legally
7 and lawfully requested, Defendants:
- 8 • Willfully violated Plaintiff's rights;
 - 9 • Unlawfully seized and withheld the Property, effectively **stealing it**;
 - 10 • Demonstrated their bad faith and disregard for Plaintiff's rights, further
11 evidencing their inability or refusal to act in good faith.
- 12 11. Defendants' **failure to address or rebut these violations** in their Response
13 constitutes further tacit admission of the truth of Plaintiff's claims. Their
14 silence on this matter confirms their acknowledgment of wrongdoing and
15 liability.

16 //

17 **IV. DEFENDANTS ARE 'WARDS OF THE COURT'**

- 18 12. It is a well-established principle under **4 ATTORNEY & CLIENT 7 C.J.S.**
19 **and 2-3 ATTORNEY & CLIENT 7 C.J.S.** that clients represented by
20 'Attorneys at Law' are considered '**wards of the court.**' A copy of 4
21 ATTORNEY & CLIENT 7 C.J.S. and 2-3 ATTORNEY & CLIENT 7 C.J.S. is
22 attached hereto as **Exhibit 'AA'.**
- 23 13. As **wards of the court**, Defendants have *voluntarily* relinquished their
24 authority and autonomy over their legal matters, subjecting themselves to the
25 jurisdiction and authority of this Court or administrative tribunal.
- 26 Specifically:
- 27 • Defendants' attorneys are obligated to prioritize the interests of the court
28 over those of the Defendants;



- 1 • Defendants, by **contract**, have diminished their standing and authority in
- 2 their own case, evidencing their incompetence to rebut Plaintiff's claims.
- 3 14. By voluntarily retaining legal counsel, Defendants have willfully accepted
- 4 their diminished status as 'wards of the court.' This status is further
- 5 evidenced by their collective failure to rebut or nullify Plaintiff's claims in
- 6 accordance with **U.C.C. § 1-103**, which preserves the application of common
- 7 law principles such as good faith and fair dealing when statutory law (U.C.C.
- 8 provisions) is silent.

9 //
10 //

11 **V. PLAINTIFFS' ENTITLEMENT TO SANCTIONS AND SUMMARY**
12 **JUDGMENT, AS A MATTER OF LAW**

13 **A. Entry of Default Judgment**

- 14 15. Defendants' willful and continued non-response, dishonor, default, and
- 15 procedural violations leave no genuine dispute of material fact. Plaintiffs are
- 16 entitled to default judgment under **FRCP 55(b)**, as Defendants have failed to
- 17 provide any substantive defense or rebuttal.
- 18 16. Under **Florida Rule of Civil Procedure 1.510(a)**, summary judgment is
- 19 appropriate where there is **no genuine issue as to any material fact**, and the
- 20 moving party is **entitled** to judgment as **a matter of law**. The three (3)
- 21 un rebutted affidavits submitted by Plaintiff(s), **which the Defendants have**
- 22 **now on the record admitted to receiving and ignoring**, establish that there
- 23 are no genuine issues of material fact in dispute, and Plaintiffs are entitled to
- 24 judgment based on the evidence presented and as **a matter of law**.

25 **B. Imposition of Sanctions**

- 26 17. Plaintiffs respectfully request the Court impose severe sanctions against
- 27 Defendants, including:
- 28 • Monetary penalties for willful noncompliance with the Court's order.



- 1 • Reimbursement of Plaintiffs' costs and attorney's fees under **28 U.S.C. § 1927**,
2 which totals to the said sum of **Three Hundred Million U.S. Dollars**
3 **(\$300,000,000.00 USD)**.
- 4 • A finding of **civil contempt** for Defendants' willful disregard of procedural
5 and substantive obligations.

6 **C. Fraud, Breach of Contract, and Other Violations**

7 18. Defendants' actions constitute fraud, breach of contract, and dishonor under
8 U.C.C. and federal law. Plaintiffs reaffirm their claims of fraud,
9 embezzlement, breach of trust, and deprivation of rights, as stated in the
10 Verified Complaint and incorporated affidavits.

11 //

12 **VI. LEGAL PRINCIPLES SUPPORTING PLAINTIFFS' CLAIMS**

13 19. Plaintiffs rely on the following legal principles:

- 14 • **Unrebutted Affidavits as Judgment in Commerce:** Plaintiffs' unrebutted
15 affidavits are binding truth under the maxim, "**An unrebutted affidavit**
16 **becomes the judgment in commerce.**"
- 17 • **Res Judicata and Collateral Estoppel:** **Defendants are barred** from contesting
18 the finality of Plaintiffs' claims under the doctrines of **res**
19 **judicata** and **collateral estoppel**, as all material facts and claims have been
20 resolved conclusively.
- 21 • **Breach of U.C.C. Obligations and Presumed Dishonor:** Defendants'
22 dishonor and default are evidenced by their failure to fulfill obligations
23 defined by **U.C.C. § 3-505** and other applicable statutes.

24 //

25 **VII. RELIEF SOUGHT**

26 20. **WHEREFORE**, Plaintiffs respectfully request the following relief:

27 21. **Entry of Default Judgment, and/or Judgement based on the Pleadings, and/**
28 **or Summary Judgement**, against all Defendants in the amount



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of \$16,975,000,000.00 USD as of 11/29/2024, with an additional **One Billion** (\$1,000,000,000.00 USD) per day continuing until 'full satisfaction' of the Title 18 § 8 obligation, as considered and agreed by Defendants.

- 22. **Striking of Defendants' Noncompliant Filings** for failure to adhere to the Court's procedural order.
- 23. **Imposition of Sanctions**, including monetary penalties and attorney's fees, for Defendants' willful noncompliance and bad-faith conduct, and waste of the Court's time and resources.
- 24. A **Finding of Civil Contempt** against Defendants for their continued disregard of the Court's authority.
- 25. Any additional relief the Court deems just and proper.

Unless the Court intends to act contrary to established contract law, legal maxims, principles, and the Constitution?


Respectfully submitted this 27th day of November,

COMMERCIAL OATH AND VERIFICATION:

County of Riverside)
) Commercial Oath and Verification
 The State of California)

I, STEVEN MACARTHUR-BROOKS, under my unlimited liability and Commercial Oath proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and not misleading to the best of Affiant's knowledge and belief under penalty of International Commercial Law and state this to be HIS Affidavit of Truth regarding same signed and sealed this 27TH day of NOVEMBER in the year of Our Lord two thousand and twenty four:

proceeding *sui juris*, **In Propria Persona**, by *Special Limited Appearance*, **All rights reserved without prejudice or recourse, U.C.C. §§ 1-308, 3-402.**

By: 
~~Steven MacArthur Brooks~~, Attorney in Fact, Secured Party, Executor, national, private bank(er) EIN # 9x-xxxxxxx



COMMERCIAL OATH AND VERIFICATION:

1 County of Riverside)
2) Commercial Oath and Verification
3)
4 The State of California)

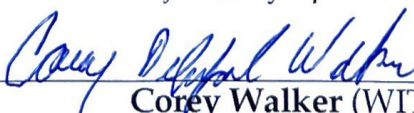
5 I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding
6 in good faith being of sound mind states that the facts contained herein are true,
7 correct, complete and not misleading to the best of Affiant's knowledge and belief
8 under penalty of International Commercial Law and state this to be HIS Affidavit of
9 Truth regarding same signed and sealed this 27TH day of NOVEMBER in the year
10 of Our Lord two thousand and twenty four:

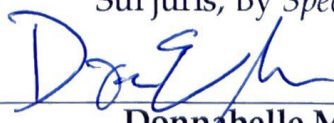
11 proceeding *sui juris*, **In Propria Persona**, by *Special Limited Appearance*,
12 **All rights reserved without prejudice or recourse, U.C.C. §§ 1-308, 3-402.**

13 By: 
14 **Kevin Walker**, *Attorney In Fact, Secured Party,*
15 *Executor, national, private bank(er) EIN # 9x-xxxxxxx*

16 //

17 Let this document stand as truth before the Almighty Supreme Creator and let it be
18 established before men according as the scriptures saith: "But if they will not listen,
19 take one or two others along, so that every matter may be established by the testimony of two
20 or three witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every
21 word be established" 2 Corinthians 13:1.

22 *Sui juris, By Special Limited Appearance,*
23 By: 
24 **Corey Walker (WITNESS)**

25 *Sui juris, By Special Limited Appearance,*
26 By: 
27 **Donnabelle Mortel (WITNESS)**

28 //

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PROOF OF SERVICE

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STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I competent, over the age of eighteen years, and not a party to the within action. My mailing address is the Koda’s World, 5476 North West 77th Court, suite # 613, Miami Lakes, California [33018]. On November 28, 2024, I served the within documents:

- 1. **NOTICE OF DEFENDANT'S FULL ADMISSION TO EVERYTHING IN THEIR RESPONSE IN OPPOSITION TO PLAINTIFF'S MOTION TO EXPEDITE SUMMARY JUDGMENT AS A MATTER OF LAW WITHOUT A HEARING.**

By **Electronic Service** on November 28, 2024. Based on a court order **or an agreement of the parties** to accept service by electronic transmission, I caused the documents to be sent to the ‘persons’ at the electronic notification addresses listed below.

Michael D. Starks
C/o ANDREW KEMP-GERSTEL and LIEBLER, GONZALEZ,
PORTUONDO.
44 West Flagler Street
Miami Florida, [33130]
mds2@lgplaw.com
sck@lgplaw.com
service@lgplaw.com
akg@lgplaw.com
mkv@lgplaw.com

Shannon: Peterson, Alejandro: Moreno
C/o SheppardMullin
12275 El Camino Real, Suite 100
San Diego, California [92130-4092]
spetersen@sheppardmullin.com
amoreno@sheppardmullin.com

Teresa H. Campbell, Shirley Jackson, Sheryl Flaughner
SAN DEIGO COUNTY CREDIT UNION
6545 Sequence Drive
San Diego, California [92121]
spetersen@sheppardmullin.com

Edwyn: Martinez and Blake: Partridge

-EXHIBIT AA-

§ 4 ATTORNEY & CLIENT

7 C. J. S.

→ His first duty is to the courts and the public, not to the client,⁵⁵ and wherever the duties to his client conflict with those he owes as an officer of the court in the administration of justice, the former must yield to the latter.⁵⁶

The office of attorney is indispensable to the administration of justice and is intimate and

peculiar in its relation to, and vital to the well-being of, the court.⁵⁷ An attorney has a duty to aid the court in seeing that actions and proceedings in which he is engaged as counsel are conducted in a dignified and orderly manner, free from passion and personal animosities, and that all causes brought to an issue are tried and decided on their merits only;⁵⁸ to aid the court

§§ 2-3 ATTORNEY & CLIENT

7 C. J. S.

and the term is synonymous with "attorney."¹⁴ Therefore, anyone advertising himself as a lawyer holds himself out to be an attorney, an attorney at law, or counselor at law.¹⁵

If one appears before any court in the interest of another and moves the court to action with respect to any matter before it of a legal nature, such person appears as an "advocate", as that term is generally understood.¹⁶ The phrase "as an advocate in a representative capacity," as used in the statute regulating the practice of law, implies a representation distinct from officer or other regular administrative corporate employee representation.¹⁷

In England and her colonies a "barrister" is a person entitled to practice as an advocate or counsel in the superior courts.¹⁸ A "solicitor" is a person whose business it is to be employed in the care and management of suits depending in courts of chancery.¹⁹ In the great majority of the states of the Union, where law and equity are both administered by the same court, it has naturally come about that the two offices of attorney at law and solicitor in chancery have practically been consolidated, although in the federal equity practice the term "solicitor" is in

general use; but in some states the office of solicitor in chancery is a distinct and separate office from that of attorney at law.²⁰

→ A client is one who applies to a lawyer or counselor for advice and direction in a question of law, or commits his cause to his management in prosecuting a claim or defending against a suit in a court of justice;²¹ one who retains the attorney, is responsible to him for his fees, and to whom the attorney is responsible for the management of the suit;²² one who communicates facts to an attorney expecting professional advice.²³ Clients are also called "wards of the court" in regard to their relationship with their attorneys.²⁴

← ward of court

§ 3. Nature of Right to Practice

While it has been broadly stated that the right to practice law is not a natural or constitutional right, but is in the nature of a privilege or franchise, the practice of law is not a matter of grace but of right for one who is qualified by his learning and moral character.

Library References

Attorney and Client ⇔ 14.

The right to practice law is not a natural or constitutional right.²⁵ Nor is the right to practice

→ **Wards of court.** Infants and persons of unsound mind placed by the court under the care of a guardian. *Davis' Committee v. Loney*, 290 Ky. 644, 162 S.W.2d 189, 190. Their rights must be guarded jealously. *Montgomery v. Erie R. Co.*, C.C.A.N.J., 97 F.2d 289, 292. See *Guardianship*.