


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

3   
4 Miami Lakes, Florida [33018]  
5 non-domestic *without* the United States  
6 Email: steven@walkernovagroup.com

7 *Attorney In Fact, Executor, Trustee, Authorized*  
8 *Representative, and Secured Party* for Plaintiff(s)  
9 <sup>TM</sup>STEVEN MACARTHUR-BROOKS© ESTATE,  
10 <sup>TM</sup>STEVEN MACARTHUR-BROOKS© IRR TRUST

11 **CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA FOR**  
12 **THE COUNTY OF MIAMI-DADE**

13 <sup>TM</sup>STEVEN MACARTHUR-BROOKS© )  
14 ESTATE, <sup>TM</sup>STEVEN MACARTHUR- )  
15 BROOKS© IRR TRUST )  
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Plaintiff(s),  
  
vs.  
ALEJANDRO MORENO, et al,  
  
Defendant(s).

Case No.:2024-020644-CA-01  
**VERIFIED DEMAND/MOTION TO**  
**EXPEDITE SUMMARY**  
**JUDGEMENT, WITHOUT HEARING.**  
  
**1. DEMAND/MOTION FOR SUMMARY**  
**JUDGMENT WITHOUT HEARING**  
**BASED ON THREE UNREBUTTED**  
**AFFIDAVITS, BINDING**  
**CONDITIONAL ACCEPTANCE, AND**  
**NO MATERIAL DISPUTE OF FACT.**

17 NOW COMES the Plaintiffs, <sup>TM</sup>STEVEN MACARTHUR-BROOKS© ESTATE and  
18 <sup>TM</sup>STEVEN MACARTHUR-BROOKS© IRR TRUST, and respectfully **demand** that  
19 this Honorable Court grant summary judgment in favor of the Plaintiffs, without  
20 the necessity of a hearing, on the grounds that there exists no material dispute of  
21 fact, thereby establishing the Defendants' binding obligations under the principles  
22 of contract and commercial law.

23 **1. Affirmation of Stipulated Facts and Binding Acceptance**

24 Plaintiff asserts that it is indisputable and unequivocal that there is **no material**  
25 **dispute of fact**, and Defendants have failed to rebut of **any** the statements and  
26 claims presented by the Plaintiff, and as considered, agreed, and stipulated by  
27 Defendant(s) in the **unrebutted** affidavits (Exhibits E, F, and H), Defendants  
28 have individually and collectively **admitted all statements and claims** by

1 **TACIT PROCURATION**, all issues are deemed **settled RES JUDICATA**,  
2 **STARE DECISIS** and by **COLLATERAL ESTOPPEL**.

3 Further, Defendants have again through silent acquiescence, tacit agreement,  
4 and tacit procuration, effectively accepted the terms set forth in the conditional  
5 acceptance issued in response to Defendants' Notice of Removal to federal court,  
6 by failing to rebut within the commercially recognized 72-hour period,  
7 Defendants have consented to the terms contained therein. As a result, all claims  
8 are settled as **res judicata, stare decisis, and collateral estoppel**.

9 **2. Legal Standards, Maxims, and Precedents**

10 In support of this demand, Plaintiffs cite the following established legal  
11 principles:

- 12 • **ALL ARE EQUAL UNDER THE LAW.** (God's Law - Moral and Natural  
13 Law). Exodus 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40;  
14 Luke 10:17; Col. 3:25. "No one is above the law".
- 15 • **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE**  
16 **EXPRESSED.** (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). -- **Legal maxim:** "To lie is  
17 to go against the mind." Oriental proverb: "Of all that is good, sublimity  
18 is supreme."
- 19 • **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.** (Lev. 5:4-5;  
20 Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5: 12).
- 21 • **IN COMMERCE TRUTH IS SOVEREIGN.** (Exodus 20:16; Ps. 117:2; John  
22 8:32; II Cor. 13:8 ) Truth is sovereign -- and the Sovereign tells only the  
23 truth.
- 24 • **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN**  
25 **COMMERCE.** (12 Pet. 1:25; Heb. 6:13-15;). "He who does not deny,  
26 admits."
- 27 • **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN**  
28 **COMMERCE.** (Heb. 6:16-17;). "There is nothing left to resolve."

- 1 • **HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.**

2 (Book of Job; Mat. 10:22) -- **Legal maxim:** "He who does not repel a wrong  
3 when he can occasions it.

4 **3. Summary Judgment as a Matter of Law Without Hearing**

5 Pursuant to Florida Rule of Civil Procedure 1.510(a) and California Code of Civil  
6 Procedure § 437c(c), summary judgment is appropriate when there is no genuine  
7 issue of material fact and the moving party is entitled to judgment as a **matter of**  
8 **law**. The three (3) **unrebutted verified commercial affidavits** (Exhibits E, F, and  
9 H) submitted by the Plaintiffs **indisputably** and **unequivocally** establish that  
10 there are no genuine issues of material fact in dispute, entitling the Plaintiffs to  
11 immediate summary judgment based on the evidence presented and as a **matter**  
12 **of law**, with no need for a hearing. Furthermore, the Court should already **sua**  
13 **sponte** recognize the validity of the Plaintiffs' position and **GRANT**  
14 **SUMMARY JUDGMENT IN FAVOR OF THE PLAINTIFFS.**

15 //

16 **4. Additional Harm and Injury to Plaintiff**

17 Plaintiff further asserts that any additional unnecessary litigation will cause  
18 further harm and injury to the Plaintiff, who has recently incurred additional  
19 costs relating to the Defendants' theft of the Plaintiff's private trust property,  
20 private real property described as a 2018 GMC SIERRA 1500, with VIN #  
21 3GTP1NEC0JG447243. This unlawful act exacerbates the ongoing damages  
22 suffered by the Plaintiff and underscores the urgency of the matter.

23 WHEREFORE, the Plaintiff respectfully demands that this Honorable Court  
24 grant summary judgment in favor of the Plaintiff, based on the evidence  
25 presented, unless the Court intends to act contrary to law and the Constitution.

26 //

27 **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN COMMERCE.**

28 (Heb. 6:16-17); "There is nothing left to resolve."

1 **WHEREFORE**, Plaintiffs respectfully request that this Honorable Court grant this  
2 Motion for Summary Judgement in favor of the Plaintiffs, ruling that the issues  
3 raised herein have been conclusively settled, and awarding any further relief the  
4 Court deems just and proper

5 //

6 **COMMERCIAL OATH AND VERIFICATION:**


7 County of Miami-Dade )  
8 ) Commercial Oath and Verification  
9 The State of Florida )

10 I, STEVEN MACARTHUR-BROOKS, under my unlimited liability and Commercial  
11 Oath proceeding in good faith being of sound mind states that the facts contained  
12 herein are true, correct, complete and not misleading to the best of Affiant's  
13 knowledge and belief under penalty of International Commercial Law and state  
14 this to be HIS Affidavit of Truth regarding same signed and sealed this 2nd day of  
15 NOVEMBER in the year of Our Lord two thousand and twenty four:

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

18 By:   
19 Steven MacArthur-Brooks, Attorney In Fact, Secured Party,  
20 Executor, national, private bank(er) EIN # 9x-xxxxxxx

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

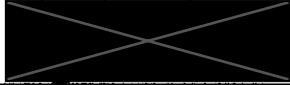
23 By:   
24 Kevin Walker, Attorney In Fact, Secured Party,  
25 Executor, national, private bank(er) EIN # 9x-xxxxxxx

25 //

26 Let this document stand as truth before the Almighty Supreme Creator and let it be  
27 established before men according as the scriptures saith: "But if they will not listen,  
28 take one or two others along, so that every matter may be established by the testimony of two

1 or three witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every  
2 word be established" 2 Corinthians 13:1.

3 Sui juris, By Special Limited Appearance,

4   
5 By: \_\_\_\_\_  
6 (WITNESS)

7 Sui juris, By Special Limited Appearance,

8   
9 By: \_\_\_\_\_  
10 Brittany Cabral (WITNESS)

11 **NOTICE:**

12 Using a notary on this document does *not* constitute any adhesion, *nor does it alter*  
13 *my status in any manner.* The purpose for notary is verification and identification  
14 only and not for entrance into any foreign jurisdiction.

15 **ANKNOWLEDGEMENT:**

16 State of Florida )

17 ) ss.

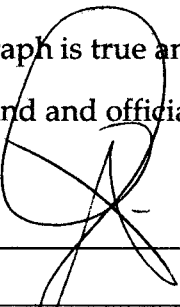
18 County of Miami-Dade )

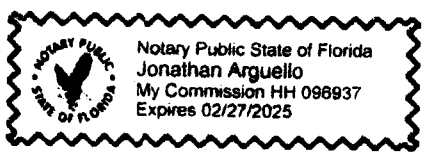
19 On this 2nd day of November, 2024, before me, JONATHAN ARGUELLO, a

20 Notary Public, personally appeared Steven MacArthur-Brooks, who proved to me on the  
21 basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
22 within instrument and acknowledged to me that he/she/they executed the same in his/  
23 her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
24 instrument the person(s), or the entity upon behalf of which the person(s) acted, executed  
25 the instrument.

26 I certify under PENALTY OF PERJURY under the laws of the State of Florida that the  
27 foregoing paragraph is true and correct.

28 WITNESS my hand and official seal.

Signature  \_\_\_\_\_ (Seal)



1 **PROOF OF SERVICE**

2 STATE OF FLORIDA )  
3 ) ss.  
4 COUNTY OF MIAMI-DADE )

5 I competent, over the age of eighteen years, and not a party to the within  
6 action. My mailing address is the Koda’s World, 5476 North West 77th Court, suite  
7 # 613, Miami Lakes, California [33018]. On November 2, 2024, I served the within  
8 documents:

9 **1. VERIFIED DEMAND/MOTION TO EXPEDITE SUMMARY JUDGEMENT,**  
10 **WITHOUT HEARING.**

11 **By Electronic Service** on November 2, 2024. Based on a court order or an  
12 **agreement of the parties** to accept service by electronic transmission, I caused the  
13 documents to be sent to the persons at the electronic notification addresses listed  
14 below.

15 Michael D. Starks  
16 C/o ANDREW KEMP-GERSTEL and LIEBLER, GONZALEZ,  
17 PORTUONDO.  
18 44 West Flagler Street  
19 Miami Florida, [33130]  
20 [mds2@lgplaw.com](mailto:mds2@lgplaw.com)  
21 [sck@lgplaw.com](mailto:sck@lgplaw.com)  
22 [service@lgplaw.com](mailto:service@lgplaw.com)  
23 [akg@lgplaw.com](mailto:akg@lgplaw.com)  
24 [mkv@lgplaw.com](mailto:mkv@lgplaw.com)

25 Shannon: Peterson, Alejandro: Moreno  
26 C/o SheppardMullin  
27 12275 El Camino Real, Suite 100  
28 San Diego, California [92130-4092]  
[spetersen@sheppardmullin.com](mailto:spetersen@sheppardmullin.com)  
[amoreno@sheppardmullin.com](mailto:amoreno@sheppardmullin.com)

Teresa H. Campbell, Shirley Jackson, Sheryl Flaughner  
SAN DEIGO COUNTY CREDIT UNION  
6545 Sequence Drive  
San Diego, California [92121]  
[sflaughner@sdccu.com](mailto:sflaughner@sdccu.com)

Edwyn: Martinez  
C/o SOUTH FLORIDA AUTO RECOVERY CORP  
PO BOX 226185  
Miami, Florida [33222]  
[sfar@southfloridaautorecovery.com](mailto:sfar@southfloridaautorecovery.com)

**By United States Mail** on November 2, 2024. I enclosed the documents in a sealed

