

1 Steven MacArthur-Brooks, sui juris, In Propria Persona.

2 Kevin: Walker, sui juris, In Propria Persona.

3 [REDACTED]

4 non-domestic *without* the United States

5 Email: [REDACTED]@walkernovagroup.com

6 *Attorney In Fact, Executor, Trustee, Authorized Representative, and Secured Party for Plaintiff(s)*

7 <sup>TM</sup>STEVEN MACARTHUR-BROOKS© ESTATE,  
<sup>TM</sup>STEVEN MACARTHUR-BROOKS© IRR TRUST

THE ORIGINAL FILED ON: NOV 01 2024 IN THE OFFICE OF CIRCUIT COURT MIAMI-DADE CO., FL

FILED FOR RECORD CIVIL PROC. 2024-020644-CA-01

8 **CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA FOR**  
9 **THE COUNTY OF MIAMI-DADE**

10 <sup>TM</sup>STEVEN MACARTHUR-BROOKS© ESTATE, <sup>TM</sup>STEVEN MACARTHUR-BROOKS© IRR TRUST

11 Plaintiff(s),

12 vs.

13 ALEJANDRO MORENO, et al,

14 Defendant(s).

Case No.:2024-020644-CA-01

**VERIFIED MOTION AND**  
**CONDITIONAL ACCEPTANCE.**

1. **PLAINTIFFS' MOTION FOR SUMMARY Judgement AS A MATTER OF LAW, AND**  
**CONDITIONAL ACCEPTANCE**  
**DEFENDANTS' NOTICE OF REMOVAL TO FEDERAL COURT.**

17 **COMES NOW** the Plaintiffs, **Steven MacArthur-Brooks Estate and Steven**  
18 **MacArthur-Brooks IRR Trust** (hereinafter "Plaintiffs"), and respectfully submit this  
19 **Motion for Summary Judgement** in response to Defendants' Notice of Removal to  
20 Federal Court, stating as follows:

21 1. **Jurisdiction and Venue:** This Court has jurisdiction over this matter  
22 pursuant to the federal question arising from the claims presented, with the  
23 amount in controversy exceeding \$75,000, thereby meeting the requirements  
24 set forth in 28 U.S.C. § 1332.

25 **CONDITIONAL ACCEPTANCE**

26 2. **Conditional Acceptance of Removal:** Plaintiffs conditionally accept the  
27 Defendants' Notice of Removal to federal court on the grounds that the  
28 removal is subject to proof that this matter is not fully resolved under the

1 doctrines of *res judicata*, *stare decisis*, and *collateral estoppel*. Plaintiffs assert that  
2 the three un rebutted affidavits submitted with the initial complaint (Exhibits  
3 C, D, and E) stand as conclusive evidence of the truth of the matters asserted  
4 therein.

### 5 SUMMARY JUDGEMENT AS 'A MATTER OF LAW'

- 6 3. **Summary Judgement as a Matter of Law:** Pursuant to Federal Rule of Civil  
7 Procedure 56(a), summary judgement must be granted when there exists no  
8 genuine dispute as to any material fact, and the movant is entitled to  
9 judgement as a **matter of law**. In accordance with Florida Rule of Civil  
10 Procedure 1.510(a), summary judgement is warranted when no genuine issue  
11 exists as to any material fact, and the moving party is entitled to judgement.  
12 Defendants have failed to rebut the contents of the affidavits, thereby  
13 entitling Plaintiffs to judgement as a matter of law.

### 14 RES JUDICATA, STARE DECISIS, AND COLLATERAL 15 ESTOPPEL

- 16 4. **Res Judicata, Stare Decisis, and Collateral Estoppel:** The doctrines of res  
17 judicata, stare decisis, and collateral estoppel are applicable to the un rebutted  
18 affidavits, thereby establishing that all matters have been resolved and  
19 cannot be challenged further. These doctrines underscore the finality of the  
20 administrative findings and provide a solid foundation for the granting of  
21 summary judgement.

### 22 ALL FACTS HAVE ALREADY BEEN STIPULATED: THERE 23 IS NO STIPULATION TO ARBITRATION

- 24 5. **No Stipulation to Arbitration:** It is important to clarify that there is no  
25 stipulation to arbitration as claimed in the un rebutted affidavits attached to  
26 the initial complaint. These affidavits present **facts** that **all** parties have  
27 agreed to as evidenced in the **un rebutted affidavits** (Exhibits E, F, and H).  
28 Consequently, all issues are considered settled according to the principles of



1 **res judicata**, which are further supported by UCC § 2-202. This section states  
2 that a writing intended by the parties to serve as the definitive expression of  
3 their agreement **cannot** be contradicted by **any** evidence of prior or  
4 contemporaneous agreements.

5 **SHANNON PETERSON AND ALEJANDRO MORENO**  
6 **CORRECTLY NAMED as DEFENDANTS**

- 7 6. **Defendants' Actions and Conduct:** Defendants Shannon Petersen and  
8 Alejandro Moreno are not added as defendants in error; they are individuals  
9 who have **willfully and intentionally** violated Rule 84 of the BAR. The  
10 statements made by these individuals alleging that established legal maxims,  
11 United States Code (referred to as Sovereign Statutes), Natural Law,  
12 Common Law, and House Joint Resolution 192 of 1933 (Public Law 73-10,  
13 Exhibit A) are invalid laws or public policies reflect a grave lack of integrity  
14 and true competency in the practice of law. This case could have been  
15 avoided had they not dishonored the Plaintiffs and their co-defendants,  
16 steering this situation into egregious dishonor.
- 17 7. As **evidenced** by the two (2) notices received from Defendant Alejandro  
18 Moreno, the first of which is dated June 3, 2024, and titled "Correspondence  
19 Regarding Your Car Loan With SDCCU (XXXXXX8356-14)," attached hereto  
20 as **Exhibit Q** and incorporated by reference herein, and the second notice,  
21 dated July 17, 2024, also titled "Correspondence Regarding Your Car Loan  
22 With SDCCU (XXXXXX8356-14)," attached hereto as **Exhibit R** and  
23 incorporated by reference herein.
- 24 8. Additionally, as **evidenced** by the two (2) emails received from Defendant  
25 Shannon Peterson, the first dated September 25, 2024, at 2:38 PM, and the  
26 second dated October 5, 2024, at 1:30 PM, both of which are attached hereto  
27 as **Exhibits S and T**, respectively, and incorporated by reference herein.

28 //

1                                    **ADDITIONAL EXHIBITS SUBMITTED AND**  
2                                    **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

- 3            9. **Exhibits Submitted:** Exhibits Q, R, S, and T, including emails from  
4            Defendants Shannon Petersen and Alejandro Moreno, alleging the invalidity  
5            of legal principles, Law, legal maxims, are hereby submitted and served upon  
6            the Plaintiffs as evidence to support this motion and demonstrate the merit of  
7            the claims asserted.
- 8            10. **Exhaustion of Administrative Remedies:** The Plaintiffs assert that all  
9            administrative remedies have been duly exhausted. Moreover, the  
10           Defendants willfully and intentionally aggravated the situation, compelling  
11           the Plaintiffs to bring this matter before the honorable court. This action  
12           satisfies the requirements for judicial intervention in this case..

13                                    **LEGAL STANDARDS, MAXIMS, AND PRECEDENT**

- 14           11. **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.**  
15           (12 Pet. 1:25; Heb. 6:13-15);. "He who does not deny, admits."
- 16           12. **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN**  
17           **COMMERCE.** (Heb. 6:16-17);. "There is nothing left to resolve."
- 18           13. **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.** (Lev. 5:4-5;  
19           Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5: 12).
- 20           14. **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE**  
21           **EXPRESSED.** (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). -- **Legal maxim:** "To lie is to  
22           go against the mind." Oriental proverb: "Of all that is good, sublimity is  
23           supreme."
- 24           15. **HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.**  
25           (Book of Job; Mat. 10:22) -- **Legal maxim:** "He who does not repel a wrong  
26           when he can occasions it.
- 27           16. **IN COMMERCE TRUTH IS SOVEREIGN.** (Exodus 20:16; Ps. 117:2; John  
28           8:32; II Cor. 13:8 ) Truth is sovereign -- and the Sovereign tells only the truth.



- 1 17. **WORKMAN IS WORTHY OF HIS HIRE**. The first of these is expressed in  
2 Exodus 20:15; Lev. 19:13; Mat. 10:10; Luke 10"7; II Tim. 2:6. **Legal maxim:** "It  
3 is against equity for freemen not to have the free disposal of their own  
4 property.
- 5 18. **ALL ARE EQUAL UNDER THE LAW**. (God's Law - Moral and Natural  
6 Law). Exodus 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40; Luke  
7 10:17; Col. 3:25. "No one is above the law".
- 8 19. "Statements of **fact** contained in affidavits which are **not** rebutted by the  
9 opposing party's **affidavit or pleadings** may be accepted as **true** by the trial  
10 court." --Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976).
- 11 20. See, *Sieb's Hatcheries, Inc. v. Lindley*, 13 F.R.D. 113 (1952)., "Defendant(s) made  
12 no request for an extension of time in which to answer the request for  
13 admission of facts and filed only an unsworn response within the time  
14 permitted," thus, under the specific provisions of Ark. and *Fed. R. Civ. P. 36*,  
15 the facts in question were **deemed admitted as true**. **Failure to answer is**  
16 **well established in the court**. *Beasley v. U. S.*, 81 F. Supp. 518 (1948)., "I,  
17 therefore, hold that the requests **will be considered as having been**  
18 **admitted**." Also as previously referenced, "Statements of **fact** contained in  
19 affidavits which are **not** rebutted by the opposing party's **affidavit or**  
20 **pleadings** may[must] be accepted as **true** by the trial court." --Winsett v.  
21 Donaldson, 244 N.W.2d 355 (Mich. 1976).
- 22 21. "The state **cannot diminish Rights of the people**." –Hurtado vs. California,  
23 110 US 516.
- 24 22. "Public officials are not immune from suit when they transcend their lawful  
25 authority by invading constitutional **rights**." – AFLCIO v. Woodward, 406  
26 F2d 137 t.
- 27 23. "Immunity **fosters neglect and breeds irresponsibility** while liability  
28 promotes care and caution, which caution and care is owed by the

1 government to its people." (Civil Rights) **Rabon vs Rowen Memorial**  
2 **Hospital, Inc.** 269 N.S. 1, 13, 152 SE 1 d 485, 493.

3 24. "When enforcing mere statutes, judges of all courts do not act  
4 judicially (and thus are not protected by "qualified" or "limited  
5 immunity," - SEE: Owen v. City, 445 U.S. 662; Bothke v. Terry, 713  
6 F2d 1404) - - "but merely act as an extension as an agent for the  
7 involved agency -- but only in a "ministerial" and not a  
8 "discretionary capacity..." Thompson v. Smith, 154 S.E. 579, 583;  
9 Keller v. P.E., 261 US 428; F.R.C. v. G.E., 281, U.S. 464.

10 25. "Judges not only can be sued over their official acts, but could be  
11 held **liable for injunctive and declaratory relief and attorney's**  
12 **fees.**" **Lezama v. Justice Court**, A025829.

13 26. "Ignorance of the law does **not** excuse misconduct in anyone, least  
14 of all in a sworn officer of the law." In re McCowan (1917), 177 C.  
15 93, 170 P. 1100.

16 27. "**All are presumed to know the law.**" San Francisco Gas Co. v.  
17 Brickwedel (1882), 62 C. 641; Dore v. Southern Pacific Co. (1912), 163 C. 182,  
18 124 P. 817; People v. Flanagan (1924), 65 C.A. 268, 223 P. 1014; Lincoln v.  
19 Superior Court (1928), 95 C.A. 35, 271 P. 1107; San Francisco Realty Co. v.  
20 Linnard (1929), 98 C.A. 33, 276 P. 368.

21 28. "It is one of the fundamental maxims of the common law that **ignorance of**  
22 **the law excuses no one.**" Daniels v. Dean (1905), 2 C.A. 421, 84 P. 332.

23 29. "the people, not the States, are sovereign." – Chisholm v. Georgia, 2 Dall. 419,  
24 2 U.S. 419, 1 L.Ed. 440 (1793).

25 30. **Florida Rule of Civil Procedure 1.510(a):** Summary judgement is  
26 appropriate where there is no genuine issue as to any material fact and the  
27 moving party is entitled to judgement as **a matter of law**. The un rebutted  
28 affidavits submitted by Plaintiff(s) establish that there are no genuine issues



1 of material fact in dispute, and Plaintiffs are entitled to judgement based on  
2 the evidence presented and as a **matter of law**.

3 31. **California Code of Civil Procedure § 437c(c)**: Summary judgement is  
4 appropriate when there is no triable issue of material fact and the moving  
5 party is entitled to judgement as a matter of law. The unrebutted affidavits  
6 submitted by Plaintiff(s) demonstrate that no triable issues of material fact  
7 remain in dispute, and Plaintiffs are entitled to judgement based on the  
8 evidence presented and as a **matter of law**.

9 32. **Res Judicata, Stare Decisis, and Collateral Estoppel**: The principles of  
10 **res judicata, stare decisis, and collateral estoppel** apply to the  
11 **unrebutted affidavits**, establishing that all issues are deemed settled  
12 and cannot be contested further. These principles reinforce the finality  
13 of the administrative findings and support the granting of summary  
14 judgement.

15 //

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


20 **COMMERCIAL OATH AND VERIFICATION:**

21 County of Miami-Dade )  
22 ) Commercial Oath and Verification  
23 The State of Florida )

24 I, STEVEN MACARTHUR-BROOKS, under my unlimited liability and Commercial  
25 Oath proceeding in good faith being of sound mind states that the facts contained  
26 herein are true, correct, complete and not misleading to the best of Affiant's  
27 knowledge and belief under penalty of International Commercial Law and state  
28 this to be HIS Affidavit of Truth regarding same signed and sealed this 1ST day of

1 NOVEMBER in the year of Our Lord two thousand and twenty four:


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


4 By:   
5 **Steven MacArthur-Brooks**, Attorney In Fact, Secured Party,  
6 Executor, national, private bank(er) EIN # 9x-xxxxxxx

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

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

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

17 *Sui juris, By Special Limited Appearance,*  
18 By:   
19 (WITNESS)

20 *Sui juris, By Special Limited Appearance,*  
21 By:   
22 **Brittany Cabral** (WITNESS)

23 //

24 **LIST OF EXHIBITS AND ENCLOSURES:**

- 25 1. (EXHIBIT: Q) NOTICE TITLED, 'CORRESPONDENCE REGARDING YOUR  
26 CAR LOAN WITH SDCCU (XXXXXX8356-14)', and dated June 3, 2024, from  
27 Defendant Alejandro Moreno.  
28 2. (EXHIBIT: R) NOTICE TITLED, 'CORRESPONDENCE REGARDING YOUR  
CAR LOAN WITH SDCCU (XXXXXX8356-14)', and dated July 17, 2024, from



1 Defendant Alejandro Moreno.

2 3. (EXHIBIT: S) Email dated, September 25, 2024, at 1:35 PM, from Defendant  
3 Shannon Peterson.

4 4. (EXHIBIT: T) Email dated, October 22, 2024, at 3:38 PM, from Defendant Shannon  
5 Peterson.

6 //

7 **NOTICE:**

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

11 **ANKNOWLEDGEMENT:**

12 State of Florida )

13 ) ss.

14 County of Miami-Dade )

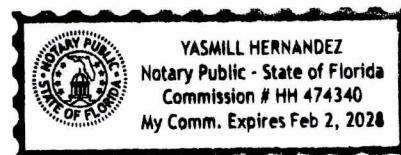
15 On this 1st day of November, 2024, before me, Yasmill Hernandez, a

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

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

24 WITNESS my hand and official seal.

25  
26 Signature  (Seal)



27 //

28 //

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 1, 2024, I served the within  
8 documents:

9 1. **VERIFIED MOTION AND CONDITIONAL ACCEPTANCE: MOTION FOR**  
10 **SUMMARY JUDGEMENT AS A MATTER OF LAW.**

11 **By Electronic Service** on November 1, 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





Steven MacArthur-Brooks, sui jms, In Propria Persona

~~\_\_\_\_\_~~

Miami Lakes, Florida [33018]

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

STEVEN MACARTHUR-BROOKS ESTATE, )  
STEVEN MACARTHUR-BROOKS IRR TRUST )  
Plaintiff (s), )

Case No: 2024-020644-CA-01  
VARIFIED MOTION AND  
CONDITIONAL ACCEPTANCE

VS

ALEJANDRO MORENO, SAN DIEGO COUNTY )  
CREDIT UNION, Shamon Petersch, Teresa H. Campbell, )  
SHEPPARD MULLIN RICHTER HAMPTON LLP, SOUTH )  
FLORIDA AUTO RECOVERY, et al, Defendant (s) )

**THE ORIGINAL  
FILED ON:  
NOV 01 2024  
IN THE OFFICE OF  
CIRCUIT COURT MIAMI-DADE CO., FL**

CIRCUIT  
MIA-DA

2024 NOV - 1 PM 3:41

FILED FOR RECORD  
CIVIL Department 705

Notice of filling EXHIBIT(s) Q-T

By: ~~\_\_\_\_\_~~

UCC 1-308, 3-402



# -EXHIBIT Q-

**SheppardMullin**

Sheppard, Mullin, Richter & Hampton LLP  
501 West Broadway, 19th Floor  
San Diego, California 92101-3598  
619.338.6500 main  
619.338.3815 fax  
www.sheppardmullin.com

June 3, 2024


File Number: 

## VIA U.S. MAIL

Steven MacArthur-Brooks  


Re: Correspondence Regarding Your Car Loan With SDCCU (XXXXXX8356-14)

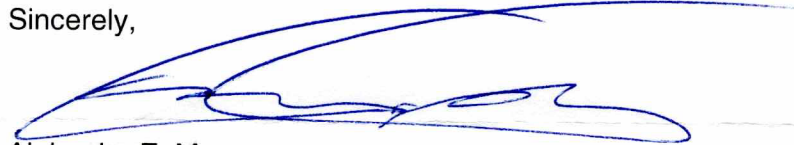
Mr. MacArthur-Brooks:

We are legal counsel for San Diego County Credit Union ("SDCCU"). On May 20 and May 28, 2024 SDCCU received correspondence from you regarding your car loan with SDCCU (Loan No. XXXXXX8356-14) (the "Loan"), which is secured by a 2018 GMC Sierra 1500 (VIN: ). Please direct all communications regarding your claims to us.

Your letters, titled "Affidavit and Plain Statement of Facts" and "Affidavit," are nonsensical and do not have any basis in the facts or the law. They appear to be part of a frivolous effort to avoid repayment of your Loan. SDCCU intends to continue collecting on your Loan and will exercise all lawful rights in the event of your default.

SDCCU will not provide any further response to the positions asserted in your correspondence beyond reiterating that they are nonsensical and do not excuse your debt. Should you choose to send similar correspondence in the future, you should not expect any further response.

Sincerely,



Alejandro E. Moreno  
for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

SMRH:4872-4617-8243.1

# -EXHIBIT R-

**SheppardMullin**

Sheppard Mullin Richter & Hampton LLP  
501 West Broadway, 19th Floor  
San Diego, CA 92101-3598  
619.338.6500 main  
619.234.3815 main fax  
www.sheppardmullin.com

July 17, 2024

[REDACTED]  
File Number [REDACTED]

**VIA U.S. MAIL**

Steven MacArthur-Brooks  
[REDACTED]

Re: Correspondence Regarding Your Car Loan With SDCCU (XXXXXX8356-14)

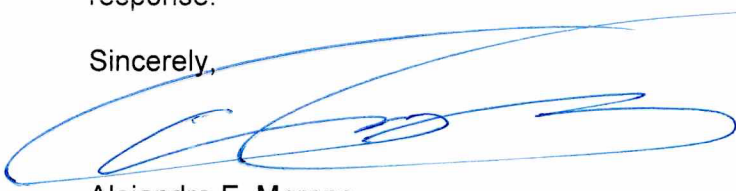
Mr. MacArthur-Brooks:

As you know, we are legal counsel for San Diego County Credit Union ("SDCCU"). On July 15, 2024, SDCCU received correspondence from you regarding your car loan with SDCCU (Loan No. XXXXXX8356-14) (the "Loan"), which is secured by a 2018 GMC Sierra 1500 (VIN: [REDACTED]). As previously indicated, please direct all communications regarding your claims to us.

Your letter, titled "Affidavit Certificate of Dishonor Default Non-Response Judgment and Lien Authorization," continues to assert nonsensical positions and does not have any basis in the facts or the law. This letter is apparently part of your frivolous continuing effort to avoid repayment of your Loan. Please note that SDCCU rejects all contentions in your letters. SDCCU intends to continue collecting on your Loan and will exercise all lawful rights in the event of your default.

SDCCU will not provide any further response to the positions asserted in your correspondence beyond reiterating that they are nonsensical and do not excuse your debt. Should you choose to send similar correspondence in the future, you should not expect any response or a different response.

Sincerely,



Alejandro E. Moreno  
for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

SMRH:4872-4617-8243.2



# -EXHIBIT S-

SP

**From:** Shannon Petersen [REDACTED]  
**Subject:** RE: MACARTHUR-BROOKS v Alejandro, Shirley, SAN DIEGO STATE, Does 1-100 (FRAUD, THEFT, EXTORTION, RACKETEERING..)  
**Date:** September 25, 2024 at 3:38 PM  
**To:** team@walkernovagroup.com

---

Mr. Walker:

As you know, we represent San Diego County Credit Union (“SDCCU”) including its employees and executives. You claim to be an attorney, but I do not see you are admitted to the California Bar. As you should know, the Rules of Professional Conduct prohibit you from communicating with a party you know to be represented by legal counsel. Please cease and desist all direct communications with anyone at SDCCU.

Please direct all communications to me.

SDCCU denies your claims of wrongdoing and violation of the law. Your claims are meritless.

I am checking on my end to see if SDCCU ordered the alleged repossession. To the extent it did, it would be because your client failed to pay his auto loan debt as owed. To the extent your client would like to recover personal property from the vehicle, I expect the repo agent has or soon will provide instructions on how to do so.

I will follow up once I learn more from SDCCU.

**Shannon Z. Petersen**  
[REDACTED]  
[REDACTED] | [Bio](#)

**SheppardMullin**

12275 El Camino Real, Suite 100  
San Diego, CA 92130-4092  
+1 858-720-8900 | main  
[www.sheppardmullin.com](http://www.sheppardmullin.com) | [LinkedIn](#) | [Twitter](#)

---

**From:** WALKERNOVA GROUP <[team@walkernovagroup.com](mailto:team@walkernovagroup.com)>

**Sent:** Wednesday, September 25, 2024 3:06 PM

**To:** [REDACTED]

**Cc:** Alejandro Moreno <[REDACTED]>; Steven .

<[REDACTED][walkernovagroup.com](mailto:walkernovagroup.com)>; Steven Brooks <[REDACTED]>

**Subject:** MACARTHUR-BROOKS v Alejandro, Shirley, SAN DIEGO STATE, Does 1-100 (FRAUD, THEFT, EXTORTION, RACKETEERING..)

# -EXHIBIT T-

**From:** Shannon Petersen [REDACTED]@sheppardmullin.com  
**Subject:** RE: (\$2.975 Billion Lawsuit) MACARTHUR-BROOKS v Shannon, Alejandro, Shannon, Shirley, SAN DIEGO STATE, Et Al.  
**Date:** October 22, 2024 at 1:35 PM  
**To:** WALKERNOVA GROUP team@walkernovagroup.com, steven [REDACTED]@walkernovagroup.com, Steven Brooks [REDACTED]

SP

Mr. MacArthur-Brooks:

Because you have threatened litigation and purport to be an attorney (you are not), no one from SDCCU will communicate with you. Please communicate only through me. I have previously responded to you. Again, your claims are baseless and SDCCU will not pay you any money.

I am preparing a more thorough written response but will not have it to you until later this week.

**Shannon Z. Petersen**

**SheppardMullin**

12275 El Camino Real, Suite 100  
San Diego, CA 92130-4092  
+1 858-720-8900 | main  
[www.sheppardmullin.com](http://www.sheppardmullin.com) | [LinkedIn](#) | [Twitter](#)

**From:** WALKERNOVA GROUP <team@walkernovagroup.com>

**Sent:** Tuesday, October 22, 2024 10:01 AM

**To:** Shannon Petersen [REDACTED] Alejandro Moreno [REDACTED]

[REDACTED]  
southfloridaautorecovery.com; [REDACTED] southfloridaautorecovery.com;  
[REDACTED] southfloridaautorecovery.com

**Subject:** Re: (\$2.975 Billion Lawsuit) MACARTHUR-BROOKS v Shannon, Alejandro, Shannon, Shirley, SAN DIEGO STATE, Et Al.

**Shannon Peterson/DEBTOR/fraudster/Registered Foreign Agent/ Officer of the Court/Treasonous Traitor/Defendant**, Alejandro Moreno, Kelly Mithcell, Ruby Donaghy, **Sheryl Flaugher (extension 2388)**, Teresa H. Campbell, Shirley Jackson, Nathan Schmidt, Carolyn Kissick, Ryan Little, Scott Carroll, Fiduciary(ies), Does 1-100 Inclusive,

I just spoke with Sheryl Falugher (San Diego County Credit Union, at extension 2388), who refused to provide any information regarding the account and the subject property. At this juncture, your **collective non-responsiveness** and the exhaustion of all available