

From/Plaintiff: Kevin: Walker, *sui juris, In Propria Persona.*
Executor, Authorized Representative, Secured Party.

™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©
c/o 30650 Rancho California Road Suite #406-251
Temecula, California [92591]
non-domestic *without* the United States
Email: team@walkernovagroup.com

*** NOTICE TO AGENT IS NOTICE TO PRINCIPAL ***
*** NOTICE TO PRINCIPAL IS NOTICE TO AGENT ***

*** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT ***

To/Defendant(s)/Respondent(s): Kevin: Baker, JJ: Gaffney,
Agent(s), Fiduciary(ies)
C/o CALIFORNIA HIGHWAY PATROL
27685 Commerce Drive
Temecula, California [92590]
Registered Mail # [RF775821216US](#) / Email: Antillon@chp.ca.gov

To/Defendant(s)/Respondent(s): Chad: Bianco,
Grewel, Agent(s)
C/o RIVERSIDE COUNTY SHERIFF
4095 Lemon Street, 2nd floor
Riverside, California [92501]
Registered Mail # [RF775821202US](#)
Email: ssherman@law4cops.com

AFFIDAVIT and Plain Statement of Facts

NOTICE OF DEFAULT AND FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON.

Kevin: Walker, ™KEVIN WALKER©
ESTATE, ™KEVIN LEWIS
WALKER©, ™KEVIN WALKER© IRR
TRUST,

Claimant(s)*Plaintiff(s),*

vs.

**J. J. Gaffney, Kevin: Baker, Chad:
Bianco, Grewel, SMALE,
CALIFORNIA HIGHWAY PATROL,
THE STATE OF CALIFORNIA,
RIVERSIDE COUNTY SHERIFF, Does
1-100 Inclusive,**
Defendant(s)/Respondent(s).

CITATION/BOND NO.: 7W50000TL

- 1. NOTICE OF DEFAULT**
- 2. FRAUD**
- 3. RACKETEERING**
- 4. EMBEZZLEMENT**
- 5. IDENTITY THEFT**
- 6. CONPSIRACY**
- 7. DEPRIVATION OF RIGHTS UNDER
COLOR OF LAW**
- 8. RECEIVING EXTORTION PROCEEDS**
- 9. FALSE PRETENSES**
- 10. EXTORTION**
- 11. BANK FRAUD**
- 12. TRANSPORTATION OF STOLEN
PROPERTY, MONEY, & SECURITIES**
- 13. ONE HUNDRED MILLION SETTLEMENT
OFFER**
- 14. CONSIDERED AND STIPULATED NINE
HUNDRED BILLION (\$900,000,000,000.00)
JUDGEMENT AND LIEN.**

COMES NOW ™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©,
™KEVIN WALKER© IRR TRUST, by and through their *Attorney-In-Fact, Kevin:
Walker,* who is proceeding *sui juris, In Propria Persona,* and by *Special Limited
Appearance,* hereby acknowledges receipt of your coerced and extorted **OFFER/**

1 **BOND/CITATION #7W50000TL**, dated **December 6, 2024, at 9:52 a.m.** (attached
2 hereto as **Exhibit F**). Kevin is a **living man, a natural freeborn Sovereign**, and
3 **national**, invoking His inherent constitutionally **secured** and **protected** rights and
4 exercising the authority granted by the executed '**Affidavit: Power of Attorney In**
5 **Fact**', attached hereto as **Exhibit A** and incorporated herein by reference.

6 The Plaintiffs, acting through their *Attorney-in-Fact*, proceed in accordance with
7 their *unalienable* right to contract, as secured and protected by the **Constitution of**
8 **the United States of America**, and in particular **Article I, Section 10**, which states:
9 **"No State shall... pass any Law impairing the Obligation of Contracts."**

10 **NOTICE OF DEFAULT**

11 This notice serves as formal **NOTICE OF DEFAULT**, concerning Contract/Bond/
12 Ticket Number **7W50000TL**. This communication shall serve as a formal **NOTICE**
13 **OF DEFAULT** of the aforementioned coerced and extorted offer, which was
14 conditionally accepted contingent upon proof of the conditions set forth herein,
15 governed by the principles of contract law, legal maxims, common law, and the
16 **Uniform Commercial Code (UCC)**, including but not limited to **UCC §§ 1-103,**
17 **2-202, 2-204, 2-206**, and the **mailbox/postal rule**.

18 The undersigned, **Kevin: Walker**, herein referred to as Affiant. Affiant is the
19 Agent, Attorney-In-Fact, **holder in due course**, and **Secured Party** and Creditor of
20 and for TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©, TMKEVIN
21 **WALKER© IRR TRUST**. Affiant hereby states that he is of legal age and competent
22 to state on belief and first hand personal knowledge that the facts set forth herein as
23 duly noted below are true, correct, complete, and presented in **good faith**,
24 regarding the **coerced and extorted indorsement/signature** commercial contract
25 **OFFER/CONTRACT/TICKET/BOND #7W50000TL**, listed under TMKEVIN LEWIS
26 WALKER©, pertaining to the private trust property and private automobile
27 hereafter referred to as "Private Property".

28 **** Notice of Administrative Process ****

1 **This VERIFIED Affidavit, NOTICE, and SELF-EXECUTING CONTRACT**
2 **SECURITY AGREEMENT** concerns Defendant(s)/Respondent(s)/You, J. J.
3 Gaffney, Kevin: Baker, Chad: Bianco, Grewel, SMALE, THE STATE OF
4 CALIFORNIA, CALIFORNIA HIGHWAY PATROL (CHP), RIVERSIDE COUNTY
5 SHERIFF (RSO), *Does 1-100 Inclusive*, and their **blatant bad faith** acts of **fraud,**
6 **racketeering, conspiracy, threats and extortion against foreign officials, official**
7 **guests, or internationally protected persons, extortion, embezzlement, larceny,**
8 **coercion, identity theft, extortion of national/internationally protected person,**
9 **conspiracy to deprive of rights under the color of law, treason, bank fraud, trusts,**
10 **etc., in restraint of trade, frauds and swindles, mail fraud, forced peonage,**
11 **monopolization of trade and commerce, willful violation of the Constitution,**
12 **deprivation of rights under color of law, monopolization of trade and commerce,**
13 **and intentional and willful and intentional trespass and infringement of the**
14 **™KEVIN LEWIS WALKER© trademark and copyright.**

15 As with any administrative process, You/Defendant(s)/Respondent(s), J. J.
16 Gaffney, Kevin: Baker, Chad: Bianco, Grewel, SMALE, THE STATE OF
17 CALIFORNIA, CALIFORNIA HIGHWAY PATROL, RIVERSIDE COUNTY
18 SHERIFF, *Does 1-100 Inclusive* may controvert the statements and/or claims made
19 by Affiants by executing and delivering a **verified response point by point, in**
20 **affidavit form, sworn and attested to under penalty of perjury, signed by J. J.**
21 Gaffney, Kevin: Baker, Chad: Bianco, Grewel, SMALE, THE STATE OF
22 CALIFORNIA, CALIFORNIA HIGHWAY PATROL, RIVERSIDE COUNTY
23 SHERIFF, *Does 1-100 Inclusive* or other designated officer of the corporation with
24 evidence in support by Certified, Express, or Registered Mail. **Answers by any**
25 **other means are considered a non-response and will be treated as a non-response.**

26 //

27 ***** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT*** :**

28 **Again for the record, this contract, received and accepted per the mailbox**

1 **rule, is self-executing and serves as a SECURITY AGREEMENT, and establishes**
2 **a lien, Authorized by You/They/the DEBTOR(S). Acceptance of this contract is**
3 **deemed to occur at the moment it is dispatched via mail, in accordance with the**
4 **mailbox rule established in common law. Under this rule, an acceptance becomes**
5 **effective and binding** once it is properly addressed, stamped, and placed in the
6 control of the postal service, as supported by **Adams v. Lindsell (1818) 106 ER 250.**
7 **Furthermore, as a self-executing agreement, this contract creates immediate and**
8 **enforceable obligations** without the need for further action, functioning also as a
9 **SECURITY AGREEMENT** under **Article 9 of the Uniform Commercial Code (UCC).**

10 ***** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT*** :**

11 //

12 **Contract Agreement Terms of Conditional Acceptance:**
13 **Plain Statement of Facts**

14 **KNOW ALL MEN BY THESE PRESENT**, that I, **Kevin: Walker**, proceeding
15 ***sui juris, In Propria Persona***, by ***Special Limited Appearance***, a man upon the land,
16 a follower of the Almighty Supreme Creator, first and foremost and the laws of man
17 when they are not in conflict (Leviticus 18:3, 4) Pursuant to Matthew 5:33 - 37 and
18 James 5:12, let my yea mean yea and my nay be nay, as supported by Federal Public
19 Law 97-280, 96 Stat.1211, depose and say that I, **Kevin: Walker** over 18 years of age,
20 being competent to testify and having **first hand knowledge** of the **facts** herein
21 **declare (or certify, verify, affirm, or state)** under penalty of perjury under the laws
22 of the **United States of America** that the following is true and correct, to the best of
23 my understanding and belief, and in good faith:

- 24 1. I, Kevin: Walker, *proceeding sui juris, In Propria Persona*, by *Special Limited*
25 *Appearance*, herby state again for the record that I explicitly reserve all my rights
26 and waive absolutely none. See U.C.C. §§ 1-308.
- 27 2. I, Kevin: Walker, *proceeding sui juris, In Propria Persona*, by *Special Limited*
28 *Appearance*, herby invoke *equity and fairness*.

- 1 3. As a a natural freeborn **Sovereign**, and national, there is no legal *requirement* for
2 me to have such a "license" for **traveling** in my **private** car and/or means of
3 transport. The unrevealed legal purpose of driver's licenses is commercial in
4 nature. Since I **do not** carry passengers 'for hire,' and I **am not** engaged in trade
5 or commerce on the highways, **there is no law 'requiring'** me to have a license
6 to **travel** for my own **private** pleasure and that of my family and friends.
- 7 4. I, Kevin: Walker, *proceeding sui juris, In Propria Persona*, by *Special Limited*
8 *Appearance*, herby **declare, state, verify, and affirm** for the record that the
9 'commercial' and 'for hire' Driver's License/Contract/Bond # **B6735991** has
10 been canceled, revoked, terminated, and liquidated, as **evidenced** by
11 instructions and notice accepted by **Steven Gordon**, with the California
12 Department of Motor Vehicles," as **evidenced** by Affidavit of Truth NUMBER
13 **RF661447751US**. attached hereto as **Exhibit D** and incorporated herein by
14 reference
- 15 5. Consistent with the **eternal tradition of natural common law**, unless I have
16 **harmed or violated someone or their property, I have committed no crime; and**
17 **I am therefore not subject to any penalty**. I act in accordance with the following
18 **U.S. Supreme Court case**: "The individual may stand upon his **constitutional**
19 **rights** as a citizen. He is entitled to carry on his **private** business in his own way.
20 **His power to contract is unlimited**. He owes no such duty [to submit his books
21 and papers for an examination] to the State, since he receives nothing therefrom,
22 beyond the protection of his life and property. His rights are such as existed by
23 the law of the land [Common Law] **long antecedent to the organization of the**
24 **State**, and can only be taken from him by due process of law, and in accordance
25 with the Constitution. Among his **rights** are a **refusal to incriminate himself**,
26 and **the immunity of himself and his property from arrest or seizure except**
27 **under a warrant of the law**. He owes nothing to the public so long as he does
28 not trespass upon their rights." **Hale v. Henkel**, 201 U.S. 43 at 47 (1905).

1 6. I reserve my natural **common law right** not to be compelled to perform
2 under any **contract** that I did not enter into knowingly, voluntarily, and
3 **intentionally**. And furthermore, I do **not** accept the liability associated
4 with the compelled and pretended "benefit" of any hidden or unrevealed
5 contract or commercial agreement. As such, the hidden or unrevealed
6 contracts that supposedly create obligations to perform, for persons of
7 subject status, are inapplicable to me, and are null and void. If I have
8 participated in any of the supposed "benefits" associated with these hidden
9 contracts, I have done so under duress, for lack of any other practical
10 alternative. I may have received such "benefits" but I have not accepted
11 them in a manner that binds me to anything.

12 7. **Affiant states and alleges that this Affidavit Notice and Self-Executing**
13 **Contract and Security Agreement is *prima facie* evidence of fraud,**
14 **racketeering, conspiracy, conspiracy to deprive under the color of law,**
15 **embezzlement, larceny, deprivation of rights under the color of law,**
16 **identity theft, extortion. coercion, injury and damage to Affiant and**
17 **proof of claim. See *United States v. Kis*, 658 F.2d, 526 (7th Cir. 1981),,**
18 **"Appellee had the burden of first proving its prima facie case and could**
19 **do so by affidavit or other evidence."**

20 //

21 **UNLAWFUL DETAINMENT AND ARREST while**
22 **Traveling in Private Automobile**

23 8. On **December 6, 2024**, I, **Kevin Walker**, *sui juris*, was traveling **privately**
24 in my **private** automobile, displaying a 'PRIVATE' plate. This clearly
25 established that the private automobile was 'not for hire' or 'commercial'
26 **use** and, therefore explicitly classifying the automobile as **private**
27 **property**, and **NOT** *within* any statutory and/or commercial jurisdiction.
28 See Exhibit G.

- 1 9. Upon being unlawfully stopped and detained by Defendants/
2 Respondents, Kevin: Baker and/or SMALE, and J: Gaffney, of the CHP, I,
3 Affiant, informed **all** CHP Officers and RSO Deputies who **conspired** on
4 the scene that the Affiant was a **national privately traveling** in My **private**
5 automobile, as articulated by Me and as evidenced by the 'PRIVATE'
6 plate on the private automobile.
- 7 10. The private **private** automobile was not in any way displaying STATE or
8 government registration, and was displaying a PRIVATE plate. See Exhibit G.
- 9 11. The private **private** automobile is duly reflected on Private UCC Contract
10 Trust/UCC1 filing #**2024385925-4**, and **UCC3 filing #2024402990-2**, both
11 **filings** attached hereto as **Exhibits B and C** respectively, and incorporated
12 herein by reference
- 13 12. **Under threat, duress, and coercion** J: Gaffney, of the CHP was
14 provided with a national/non-citizen national, #**C35510079** and passport
15 book #**A39235161**. Copy attached hereto as **Exhibits N and O** respectively,
16 and incorporated herein by reference.
- 17 13. Defendant/Respondents, Kevin: Baker and J: Gaffney, of the CHP *treasonously*
18 stated they were **above the law** and that the Constitution did not apply to them
19 nor do they care about or respect it, or the **Supreme Court**, or the Law.
- 20 14. During the unlawful detention and thus arrest, several RIVERSIDE SHERIFF
21 Deputies including Deputy Grewel.
- 22 15. Grewel obtained private information under false pretenses, and in conspiracy
23 with Kevin: Baker, and **J: Gaffney**, they together fraudulently created a debt
24 instrument/PROMISE using false and fraudulent information, which was neither
25 displayed on the private automobile nor evident elsewhere.
- 26 16. **All statements, claims, offer, terms presented in your coerced and extorted**
27 **OFFER (#7W50000TL) are CONDITIONALLY ACCEPTED upon proof of the**
28 **following from You/Defendant(s)/Respondent(s):**

- 1 (1) **Upon Proof from You/Defendant(s)/Respondent(s)** CITATION/
2 INSTRUMENT/OFFER #7W50000TL was **NOT** indorsed under threat,
3 duress, and coercion, as evidenced by the signature line of CITATION/
4 INSTRUMENT/OFFER #7W50000TL (Exhibit F).
- 5 (2) **Upon Proof from You/Defendant(s)/Respondent(s) that California Vehicle**
6 **Code § 260** applies to **private** “automobiles” and explicitly requires their
7 registration, notwithstanding the clear distinction made between private and
8 commercial vehicles in the code itself.
- 9 (3) **Upon Proof from You/Defendant(s)/Respondent(s) that 18 U.S. Code**
10 **§ 31(6)** includes **private** “automobiles” within its definition of "motor
11 vehicle," contrary to its express limitation to vehicles used for
12 **commercial** purposes.
- 13 (4) **Upon Proof from You/Defendant(s)/Respondent(s)** that the cited
14 **private** “automobiles” (“Private Property”) was required to be
15 registered despite displaying a **private plate** identifying it as a **private**
16 **transport** and not for commercial use, as evidenced by the photograph
17 of the private decal and PLATE displayed on the **private** “automobile.”
18 A picture of the private PLATE attached hereto as **Exhibit G** and
19 incorporated herein by reference.
- 20 (5) **Upon Proof from You/Defendant(s)/Respondent(s) of Jurisdiction**
21 **and Authority:**
 - 22 • Provide evidence demonstrating the issuing authority’s
23 jurisdiction to impose statutory obligations upon private
24 individuals utilizing private automobiles for personal purposes.
- 25 (6) **Upon Proof from You/Defendant(s)/Respondent(s) of Lawful**
26 **Consideration:**
 - 27 • Provide evidence that the coerced and extorted CITATION
28 constitutes a *valid* contract supported by **lawful consideration,**

1 which was entered into **knowingly, willfully, free of coercion,**
2 **threat, intimidation, or other felonious and bad faith actions,**
3 with *full and complete disclosure*. **Without mutual consent and**
4 **valuable consideration, no valid contract can exist under common**
5 **law or UCC principles.**

- 6 (7) **Upon Proof from You/Defendant(s)/Respondent(s) that** the living man,
7 natural born Sovereign, state Citizen: Californian, national/non-citizen
8 national, **Kevin: Walker, sui juris, In Propria Persona,** does **NOT** possess the
9 *unalienable* inherent, unalienable **right** to travel in His private automobile/
10 private transport, free of harassment, trespass, restrictions, and/or
11 encumbrances.
- 12 (8) **Upon Proof from You/Defendant(s)/Respondent(s) that** it is **NOT** well
13 **established law** that the **highways** of the State **are public property,** and
14 **their primary and preferred use is for private purposes,** and that their use
15 for purposes of gain is special and extraordinary which, generally at least,
16 the legislature may prohibit or condition as it sees fit." See, [Stephenson vs.](#)
17 [Rinford, 287 US 251;](#) [Pachard vs Banton, 264 US 140,](#) and cases cited; [Frost](#)
18 [and F. Trucking Co. vs. Railroad Commission, 271 US 592;](#) [Railroad](#)
19 [commission vs. Inter-City Forwarding Co., 57 SW.2d 290;](#) [Parlett Cooperative](#)
20 [vs. Tidewater Lines, 164 A. 313.](#)
- 21 (9) **Upon Proof from You/Defendant(s)/Respondent(s) that** a vehicle **NOT** used
22 for **commercial** activity is **NOT** a "consumer good , and ...it IS a type of
23 vehicle **required** to be registered and "use tax" paid of which the tab is
24 evidence of receipt of the tax. See, [Bank of Boston vs Jones, 4 UCC Rep. Serv.](#)
25 [1021, 236 A2d 484, UCC PP 9-109.14.](#)
- 26 (10) **Upon Proof from You/Defendant(s)/Respondent(s) that** the entirety
27 of this transaction does not constitute a "**commercial**" matter under
28 applicable law.

- 1 (11) **Upon Proof from You/Defendant(s)/Respondent(s) that it is NOT a**
2 fundamental **Right** to travel, and it is **factually** and actually a privilege, and
3 NOT a gift granted by the Supreme Creator and restated by our founding
4 fathers as Unalienable and cannot be taken by any Man / Government made
5 Law or color of law known as a private “Code” (secret) or a “Statute.”
- 6 (12) **Upon Proof from You/Defendant(s)/Respondent(s) that, ‘the claim and**
7 **exercise of a constitutional **right** CAN be converted into a crime.’ See, [Miller](#)
8 [v. U.S., 230 F 2d 486, 489.](#)**
- 9 (13) **Upon Proof from You/Defendant(s)/Respondent(s) that, the owner DOES**
10 **NOT** have constitutional **right** to use and enjoyment of his property." See,
11 [Simpson v. Los Angeles \(1935\), 4 C.2d 60, 47 P.2d 474.](#)
- 12 (14) **Upon Proof from You/Defendant(s)/Respondent(s) that **private men and****
13 **women** are required to give up their **right** to “travel,” for the purported
14 “benefit” and privilege of “driving” a “motor vehicle.”
- 15 (15) **Upon Proof from You/Defendant(s)/Respondent(s) that [28 U.S. Code §](#)**
16 **[3002\(15\) - Definitions](#) does NOT stipulate, “United States” means – (A) a**
17 **[Federal corporation](#); (B) an agency, department, commission, board, or other**
18 **entity of the United States; or (C) an instrumentality of the United States.**
- 19 (16) **Upon Proof from You/Defendant(s)/Respondent(s) that [Title 8 U.S. Code](#)**
20 **[1101\(a\)\(22\) - Definition](#), does NOT expressly stipulates, “ (22)The term**
21 **“**national** of the United States” means (A) a citizen of the United States, or**
22 **(B) a person who, though **not** a citizen of the United States, owes permanent**
23 **allegiance to the United States.**
- 24 (17) **Upon Proof from You/Defendant(s)/Respondent(s) that, the individual**
25 **may NOT stand upon his **constitutional rights** as a citizen. He is NOT**
26 **entitled to carry on his **private** business in his own way. **His power to****
27 ****contract is NOT unlimited.** He owes such duty [to submit his books and**
28 **papers for an examination] to the State, and upon proof that his rights are**

1 NOT such as existed by the law of the land [Common Law] **long antecedent**
2 **to the organization of the State**, and CAN be taken from him without due
3 process of law, or in accordance with the Constitution. NOT among his
4 **rights** are a **refusal to incriminate himself**, and **the immunity of himself**
5 **and his property from arrest or seizure except under a warrant of the law,**
6 **and upon proof that he owes the public even though does not trespass upon**
7 **their rights. See, [Hale v. Henkel, 201 U.S. 43 at 47 \(1905\)](#).**

8 (18) **Upon Proof from You/Defendant(s)/Respondent(s)** that All laws which are
9 repugnant to the Constitution are NOT null and void. See, [Chief Justice](#)
10 [Marshall, Marbury vs Madison, 5, U.S. \(Cranch\) 137, 174, 176 \(1803\)](#).

11 (19) **Upon Proof from You/Defendant(s)/Respondent(s)** that it WAS NOT
12 noted in Land v. Dollar, 338 US 731 (1947), “that when the government
13 entered into a [commercial](#) field of activity, it **left immunity behind.**” This
14 principle is further affirmed in *Brady v. Roosevelt*, 317 U.S. 575 (1943); *FHA v.*
15 *Burr*, 309 U.S. 242 (1940); and *Kiefer v. RFC*, 306 U.S. 381 (1939).

16 (20) **Upon Proof from You/Defendant(s)/Respondent(s)** that it was NOT
17 established under the Clearfield Doctrine, as articulated in *Clearfield Trust*
18 *Co. v. United States*, 318 U.S. 363 (1943), that when the government engages in
19 commercial or proprietary activities, it sheds its sovereignty and is subject to
20 the same rules and liabilities as any **private** corporation.

21 (21) **Upon Proof from You/Defendant(s)/Respondent(s)** that the for Hire”
22 DRIVER’S LICENSE CONTRACT and AGREEMENT BOND #B6735991 **was**
23 **NOT CANCELED**, TERMINATED, REVOKED, and **LIQUIDATED**,
24 ACCEPTED FOR VALUE AND EXEMPT FROM LEVY, FOR RELEASE,
25 CREDIT, AND DEPOSIT TO **PRIVATE** POST REGISTERED, with the U.S.
26 Treasury, with the retaining full control and access to all respective right,
27 interest, titles, and credits, as evidenced by the contract security agreement
28 and affidavit titled, ‘AFFIDAVIT RIGHT TO TRAVEL CANCELLATION,

1 TERMINATION, AND REVOCATION of COMMERCIAL “For Hire”
2 DRIVER’S LICENSE CONTRACT and AGREEMENT. LICENSE/BOND #
3 B6735991. A true and correct copy attached hereto as **Exhibit D** and
4 incorporated herein by reference.

5 **LEGAL STANDARDS, MAXIMS, and PRECEDENT**

6 17. In support of this CONDITIONAL ACCEPTANCE and Affidavit and
7 Notice and Self-Executing Contract and Security Agreement Affiant cites
8 the following established legal standards, legal maxims, precedent, and
9 principles:

10 **Use defines classification:**

11 (1) It is **well established law** that the **highways** of the state are **public**
12 **property**, and **their primary and preferred use is for private purposes**, and
13 that their use for purposes of gain is special and extraordinary which,
14 generally at least, the legislature may prohibit or condition as it sees fit."
15 **Stephenson vs. Rinford**, 287 US 251; **Pachard vs Banton**, 264 US 140, and
16 cases cited; **Frost and F. Trucking Co. vs. Railroad Commission**, 271 US 592;
17 **Railroad commission vs. Inter-City Forwarding Co.**, 57 SW.2d 290; **Parlett**
18 **Cooperative vs. Tidewater Lines**, 164 A. 313

19 (2) The **California Motor Vehicle Code, section 260**: Private cars/vans etc. not
20 in commerce / for profit, are immune to registration fees:

21 1. (a) A “**commercial vehicle**” is a vehicle of a type **REQUIRED** to be
22 **REGISTERED** under this code”.

23 2. (b) “Passenger vehicles which are **not used** for the transportation
24 of persons **for hire**, compensation or profit, and housecars, **are not**
25 **commercial vehicles**”.

26 3. (c) “a vanpool vehicle is not a **commercial** vehicle.”

27 (3) **18 U.S. Code § 31 - Definition**, expressly stipulates, “The term “**motor**
28 **vehicle**” means every description of carriage or other contrivance propelled

- 1 or drawn by mechanical power **and** used for **commercial** purposes on the
2 highways in the transportation of passengers, passengers and property, or
3 property or cargo”.
- 4 (4) A vehicle not used for **commercial** activity is a “consumer goods”, ...it is
5 **NOT** a type of vehicle **required** to be registered and “use tax” paid of which
6 the tab is evidence of receipt of the tax.” Bank of Boston vs Jones, 4 UCC Rep.
7 Serv. 1021, 236 A2d 484, UCC PP 9-109.14.
- 8 (5) “ The ‘**privilege**’ of using the streets and highways by the operation thereon
9 of motor carriers **for hire** can be acquired only by permission or license from
10 the state or its political subdivision. ” – Black's Law Dictionary, 5th ed, page
11 830.
- 12 (6) “It is held that a tax upon common carriers by motor vehicles is based
13 upon a reasonable classification, and does not involve any
14 unconstitutional discrimination, although **it does not apply to private**
15 **vehicles**, or those used by the owner in his own business, and not for
16 hire.” **Desser v. Wichita, (1915) 96 Kan. 820; Iowa Motor Vehicle Asso.**
17 **v. Railroad Comrs., 75 A.L.R. 22.**
- 18 (7) “Thus self-driven vehicles are **classified according to the use** to which they
19 are put rather than according to the means by which they are propelled.” Ex
20 Parte Hoffert, 148 NW 20.
- 21 (8) In view of this rule a statutory provision that the supervising officials “**may**”
22 exempt such persons when the transportation is not on a **commercial** basis
23 means that they “**must**” exempt them.” **State v. Johnson, 243 P. 1073; 60**
24 **C.J.S. section 94 page 581.**
- 25 (9) “**The use to which an item is put, rather than its physical characteristics,**
26 determine whether it should be classified as “consumer goods” under UCC
27 9- 109(1) or “equipment” under UCC 9-109(2).” **Grimes v Massey Ferguson,**
28 **Inc., 23 UCC Rep Serv 655; 355 So.2d 338 (Ala., 1978).**

1 (10) "Under UCC 9-109 there is a real distinction between goods purchased for
2 personal use and those purchased for business use. The two are mutually
3 exclusive and the **principal use to which the property is put should be**
4 **considered as determinative."** *James Talcott, Inc. v Gee*, 5 UCC Rep Serv
5 1028; 266 Cal.App.2d 384, 72 Cal.Rptr. 168 (1968).

6 (11) "The **classification of goods in UCC 9-109 are mutually exclusive."**
7 **McFadden v Mercantile-Safe Deposit & Trust Co.**, 8 UCC Rep Serv 766; 260
8 Md 601, 273 A.2d 198 (1971).

9 (12) "The classification of ``goods" under [UCC] 9-109 **is a question of fact."**
10 **Morgan County Feeders, Inc. v McCormick**, 18 UCC Rep Serv 2d 632; 836
11 P.2d 1051 (Colo. App., 1992).

12 (13) "The definition of ``goods" includes an automobile." *Henson v Government*
13 *Employees Finance & Industrial Loan Corp.*, 15 UCC Rep Serv 1137; 257 Ark
14 273, 516 S.W.2d 1 (1974).

15 **The RIGHT to Travel is not a Privilege:**

16 (14) "**No State government entity has the power to allow or deny passage**
17 **on the highways**, byways, nor waterways... transporting his vehicles
18 and personal property for either recreation or business, but by being
19 subject only to local regulation i.e., safety, caution, traffic lights, speed
20 limits, etc. **Travel is not a privilege requiring, licensing, vehicle**
21 **registration, or forced insurances."** *Chicago Coach Co. v. City of*
22 *Chicago*, 337 Ill. 200, 169 N.E. 22.

23 (15) The fundamental **Right** to travel is NOT a Privilege, it's a gift granted by your
24 Creator and restated by our founding fathers as Unalienable and cannot be taken by
25 any Man / Government made Law or color of law known as a private "Code"
26 (secret) or a "Statute."

27 (16) "**Traveling** is passing from place to place--act of **performing journey**; and **traveler**
28 **is person who travels."** *In Re Archy* (1858), 9 C. 47.

1 (17) "**Right** of transit through each state, with every species of property known to
2 constitution of United States, and recognized by that paramount law, is
3 secured by that instrument to each citizen, and does not depend upon
4 uncertain and changeable ground of mere comity." **In Re Archy** (1858), 9 C.
5 47.

6 (18) Freedom to **travel** is, indeed, an important aspect of the citizen's "liberty".
7 We are first concerned with the extent, if any, to which Congress has
8 authorized its curtailment. (Road) **Kent v. Dulles**, 357 U.S. 116, 127.

9 (19) The **right** to **travel** is a part of the "liberty" of which the citizen cannot be
10 deprived without due process of law under the Fifth Amendment. So much
11 is conceded by the solicitor general. In Anglo Saxon law that right was
12 emerging at least as early as Magna Carta. **Kent v. Dulles**, 357 U.S. 116, 125.

13 (20) "Even the legislature **has no power** to deny to a citizen the **right** to travel
14 upon the highway and transport his property in the ordinary course of his
15 business or pleasure, though this right may be regulated in accordance with
16 public interest and convenience. *Chicago Coach Co. v. City of Chicago*, 337
17 Ill. 200, 169 N.E. 22, 206.

18 (21) "... It is now universally recognized that the state does possess such power
19 [to impose such burdens and limitations upon private carriers when using
20 the public highways for the transaction of their business] with respect to
21 common carriers using the public highways for the transaction of their
22 business in the transportation of persons or property for hire. That rule is
23 stated as follows by the **supreme court of the United States**: 'A citizen may
24 have, under the fourteenth amendment, the **right** to travel and transport his
25 property upon them (the public highways) by **auto vehicle**, but **he has no**
26 **right to make the highways his place of business by using them as a**
27 **common carrier for hire**. Such use is a privilege which may be granted or
28 withheld by the state in its discretion, without violating either the due

1 process clause or the equal protection clause.' (*Buck v. Kuykendall*, 267 U. S.
2 307 [38 A. L. R. 286, 69 L. Ed. 623, 45 Sup. Ct. Rep. 324].

3 (22) "The **right** of a citizen to travel upon the highway and transport his
4 property thereon in the ordinary course of life and business **differs radically**
5 **an obviously from that of one who makes the highway his place of**
6 **business** and uses it for **private** gain, in the running of a stage coach or
7 omnibus. The former is the usual and ordinary **right** of a citizen, a **right**
8 common to all; while the latter is special, unusual and extraordinary. As to
9 the former, the extent of legislative power is that of regulation; but as to the
10 latter its power is broader; the right may be wholly denied, or it may be
11 permitted to some and denied to others, because of its extraordinary nature.
12 This distinction, elementary and fundamental in character, is recognized by
13 all the authorities."

14 (23) " Even the legislature has no power to deny to a citizen the **right** to travel
15 upon the highway and transport his/her property in the ordinary course of
16 his business or pleasure, though this right may be regulated in accordance
17 with the public interest and convenience." ["regulated" means traffic safety
18 enforcement, stop lights, signs etc.] – *Chicago Motor Coach v. Chicago*, 169
19 NE 22.

20 (24) "The claim and exercise of a constitutional **right** cannot be converted into a
21 crime." – *Miller v. U.S.*, 230 F 2d 486, 489.

22 (25) "There can be no sanction or penalty imposed upon one because of this
23 exercise of constitutional **rights**." – *Sherar v. Cullen*, 481 F. 945

24 (26) The **right** of the citizen to **travel** upon the highway and to transport his
25 property thereon, in the ordinary course of life and business, differs radically
26 and obviously from that of one who makes the highway his place of business
27 for private gain in the running of a stagecoach or omnibus." – *State vs. City*
28 *of Spokane*, 186 P. 864.

- 1 (27) "The **right** of the citizen to **travel** upon the public highways and to
2 transport his/her property thereon either by carriage or automobile, is **not** a
3 mere **privilege** which a city [or State] may prohibit or permit at will, but a
4 common right which he/she has under the **right** to life, liberty, and the
5 pursuit of happiness." — Thompson v. Smith, 154 SE 579.
- 6 (28) "The **right** of the Citizen to **travel** upon the public highways and to
7 transport his property thereon, in the ordinary course of life and business, is
8 a common **right** which he has under the **right** to enjoy life and liberty, to
9 acquire and possess property, and to pursue happiness and safety. It includes
10 the right, in so doing, to use the ordinary and usual conveyances of the day,
11 and under the existing modes of **travel**, includes the right to drive a horse
12 drawn carriage or wagon thereon or to operate an automobile thereon, for
13 the usual and ordinary purpose of life and business." — Thompson vs.
14 Smith, supra.; Teche Lines vs. Danforth, Miss., 12 S.2d 784
- 15 (29) "The use of the highways for the purpose of **travel** and transportation is not
16 a mere **privilege**, but a common and fundamental **Right** of which the public
17 and the individual cannot be rightfully deprived." — Chicago Motor Coach
18 vs. Chicago, 169 NE 22; Ligare vs. Chicago, 28 NE 934; Boon vs. Clark, 214
19 SSW 607; 25 Am. Jur. (1st) Highways Sect. 163.
- 20 (30) "The **right** to b is part of the Liberty of which a citizen cannot deprived
21 without due process of law under the Fifth Amendment. This Right was
22 emerging as early as the Magna Carta." — Kent vs. Dulles, 357 US 116 (1958).
- 23 (31) "The state **cannot** diminish **Rights** of the people." — Hurtado vs. California,
24 110 US 516.
- 25 (32) "Personal liberty largely consists of the Right of locomotion -- to go where
26 and when one pleases -- only so far restrained as the Rights of others may
27 make it necessary for the welfare of all other citizens. The **Right** of the
28 Citizen to **travel** upon the public highways and to transport his property

1 thereon, by horse drawn carriage, wagon, or automobile, is not a mere
2 **privilege** which may be permitted or prohibited at will, but the
3 common **Right** which he has under his **Right** to life, liberty, and the pursuit
4 of happiness. Under this Constitutional guarantee one may, therefore, under
5 normal conditions, **travel** at his inclination along the public highways or in
6 public places, and while conducting himself in an orderly and decent
7 manner, neither interfering with nor disturbing another's Rights, he will be
8 protected, not only in his person, but in his safe conduct." — II Am.Jur. (1st)
9 Constitutional Law, Sect.329, p.1135.

10 (33) Where **rights secured** by the Constitution are involved, **there can be no**
11 **rule making or legislation** which would abrogate them." — Miranda v.
12 Arizona, 384 U.S.

13 (34) "The state **cannot** diminish **Rights** of the **people**." — Hurtado vs. California,
14 110 US 516.

15 **NO QUALIFIED OR LIMITED IMMUNITY**

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

22 (36)"Public officials are **not** immune from suit when they transcend their lawful
23 authority by invading constitutional **rights**." — AFLCIO v. Woodward, 406
24 F2d 137 t.

25 (37) "Immunity **fosters neglect and breeds irresponsibility** while liability
26 promotes care and caution, which caution and care is owed by the
27 government to its people." (Civil Rights) **Rabon vs Rowen Memorial**
28 **Hospital, Inc.** 269 N.S. 1, 13, 152 SE 1 d 485, 493.

- 1 (38) "Judges not only can be sued over their official acts, but could be held **liable**
2 **for injunctive and declaratory relief and attorney's fees.**" **Lezama v. Justice**
3 **Court**, A025829.
- 4 (39) "Ignorance of the law does not excuse misconduct in anyone, least of all in
5 a sworn officer of the law." **In re McCowan** (1917), 177 C. 93, 170 P. 1100.
- 6 (40) "All are presumed to know the law." **San Francisco Gas Co. v. Brickwedel**
7 (1882), 62 C. 641; **Dore v. Southern Pacific Co.** (1912), 163 C. 182, 124 P. 817;
8 **People v. Flanagan** (1924), 65 C.A. 268, 223 P. 1014; **Lincoln v. Superior**
9 **Court** (1928), 95 C.A. 35, 271 P. 1107; **San Francisco Realty Co. v. Linnard**
10 (1929), 98 C.A. 33, 276 P. 368.
- 11 (41) "It is one of the fundamental maxims of the common law that ignorance of
12 the law excuses no one." **Daniels v. Dean** (1905), 2 C.A. 421, 84 P. 332.
- 13 (42) "the people, not the States, are sovereign." – Chisholm v. Georgia, 2 Dall.
14 419, 2 U.S. 419, 1 L.Ed. 440 (1793).
- 15 (43) **ALL ARE EQUAL UNDER THE LAW.** (God's Law - Moral and Natural
16 Law). Exodus 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40; Luke
17 10:17; Col. 3:25. "No one is above the law".
- 18 (44) **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE**
19 **EXPRESSED.** (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). -- **Legal maxim:** "To lie is to
20 go against the mind."
- 21 (45) **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 truth.
- 23 (46) **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.** (Lev. 5:4-5;
24 Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5: 12).
- 25 (47) **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.**
26 (12 Pet. 1:25; Heb. 6:13-15); "He who does not deny, admits."
- 27 (48) **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN**
28 **COMMERCE.** (Heb. 6:16-17); "There is nothing left to resolve.

1 (49) **WORKMAN IS WORTHY OF HIS HIRE.** The first of these is expressed in
2 Exodus 20:15; Lev. 19:13; Mat. 10:10; Luke 10⁷; 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 (50) **HE WHO LEAVES THE BATTLEFIELD FIRST **LOSES BY DEFAULT.****
6 (Book of Job; Mat. 10:22) -- **Legal maxim:** “He who does not repel a wrong
7 when he can occasions it.”)

8 Executed “*without the United States*” in compliance with **28 USC § 1746.**

9 **FURTHER AFFIANT SAYETH NOT.**

10 //

11 //

12 ***Some Relevant U.C.C. Sections and Application***

13 **1. U.C.C. § 1-308 - Reservation of Rights:**

14 This section ensures that acceptance of an offer under duress or coercion does
15 not waive any rights or defenses. By invoking U.C.C. § 1-308, **KEVIN**
16 **WALKER© ESTATE** asserts that any compliance with your offer is made with
17 *explicit reservation of rights*, preserving all legal remedies.

18 **2. U.C.C. § 2-204 - Formation in General:**

19 This section establishes that a contract can be formed in any manner sufficient
20 to show agreement, including conduct. By issuing the citation (an implied offer
21 to contract), You/Defendant(s)/Respondent(s), have initiated a contractual
22 relationship, which has been conditionally accepted with [new terms herein](#).

23 **3. U.C.C. § 2-206 - Offer and Acceptance in Formation of Contract:**

24 Under this section, an offer can be accepted in any reasonable manner. By
25 conditionally accepting the citation and dispatching this notice via USPS
26 Certified, Registered, and/or Express mail, **KEVIN WALKER© ESTATE** has
27 created a binding contract agreement and obligation which You/Defendant(s)/
28 Respondent(s) are contractually bound and obligated to.

1 **4. U.C.C. § 2-202 – Final Written Expression:**

2 This provision ensures that the terms of this conditional acceptance supplement
3 the original terms of the citation. By including these conditions, the issuing
4 authority is bound to provide proof of their validity, failing which the
5 conditional acceptance will be expressly stipulated as the **final** agreement.

6 **5. U.C.C. § 1-103 – Supplementary General Principles of Law Applicable:**

7 This section allows common law principles to supplement the UCC. Under the
8 doctrine of **equity** and **fair dealing**, failure to provide the requested proof
9 constitutes bad faith and silent acquiescence, tacit agreement, and tacit
10 procurement to all of the the **fact and terms stipulated** in this Affidavit Notice
11 and Self-Executing Contract and Security Agreement.

12 **Legal and Procedural Basis**

13 **1. Mailbox/Postal Rule:**

14 Under the mailbox rule, this notice of conditional acceptance is effective and
15 considered **accepted** by You/Defendant(s)/Respondent(s) upon dispatch via
16 the respective Registered, Certified, and/or Express mail number. The
17 agreement becomes **binding** when the notice **is sent**, not when received. This
18 binds the issuing authority to the terms outlined in this notice unless rebutted
19 within the specified timeframe.

20 **2. Offer and Acceptance:**

21 Your citation constitutes an offer under contract law. This notice self-executing
22 Contract and Security Agreement conditionally accepts your contract OFFER
23 and supplements its terms under U.C.C. § 2-202. Failure to fulfill the new and
24 final terms and conditions within the specified **three (3) day** timeframe
25 constitutes **silent acquiescence, tacit agreement, and tacit procurement.**

26 **RESPONSE DEADLINE: REQUIRED WITHIN THREE (3) DAYS:**

27 A response and/or compensation and/or restitution payment must be
28 received within a deadline of **three (3) days**. At the “**Deadline**” is defined as

1 5:00 p.m. on the third (3rd) day after your receipt of this affidavit. “**Failure to**
2 **respond**” is defined as a blank denial, unsupported denial, inapposite denial,
3 such as, “not applicable” or equivalent, statements of counsel and other
4 declarations by third parties that lack first-hand knowledge of the facts, and/
5 or responses lacking verification, all such responses being legally insufficient
6 to controvert the verified statements herewith. See *Sieb's Hatcheries, Inc* and
7 *Beasley, Supra*. Failure to respond can result in **your acceptance of personal**
8 **liability** external to qualified immunity and waiver of any decision rights of
9 remedy.

10 **FAILURE TO RESPOND AND/OR PERFORM, REMEDY, AND SETTLEMENT**

11 If You/Defendant(s)/Respondent(s) fail to respond and perform **within**
12 **three (3) days** of receiving this Affidavit Notice and Self- Executing Contract
13 and Security Agreement and **CONDITIONAL ACCEPTANCE**, with **verified**
14 **evidence** of the above accompanied by an affidavit, **sworn under the penalty**
15 **of perjury, as required by law**, You/Defendant(s)/Respondent(s), J. J.
16 Gaffney, Kevin: Baker, Chad: Bianco, Grewel, SMALE, THE STATE OF
17 CALIFORNIA, CALIFORNIA HIGHWAY PATROL, RIVERSIDE COUNTY
18 SHERIFF, *Does 1-100 Inclusive*, You/Defendant(s)/Respondent(s)
19 **individually and collectively fully agree** that you must **act in good faith and**
20 **accordance with the Law**, cease all conspiracy, fraud, identity theft,
21 embezzlement, deprivation under the color of law, extortion, embezzlement,
22 bank fraud, harassment, conspiracy to deprive, and other violations of the
23 law, and **TERMINATE** these proceeding immediately, releasing all restitution
24 and Credits due to Affiant/**Kevin: Walker**, TMKEVIN WALKER© ESTATE,
25 TMKEVIN LEWIS WALKER©, and/or TMKEVIN WALKER© IRR TRUST.

26 **One Hundred Million (\$100,000,000.00 USD) Restitution**
27 **Settlement Payment**

28 Furthermore, if You/Defendant(s)/Respondent(s) fail to respond and

1 perform **within three (3) days** from the date of receipt of this communication by
2 providing **verified evidence and proof** of the facts and conditions set forth herein,
3 accompanied by **affidavits sworn under penalty of perjury as required by law**, J. J.
4 Gaffney, Kevin: Baker, Chad: Bianco, Grewel, SMALE, THE STATE OF
5 CALIFORNIA, CALIFORNIA HIGHWAY PATROL, RIVERSIDE COUNTY
6 SHERIFF, *Does 1-100 Inclusive*, hereby agree that, within nine (9) days of receipt of
7 this contract offer, You/Defendant(s)/Respondent(s) shall issue restitution payment
8 in the total sum certain of **One Hundred Million U.S. Dollars (\$100,000,000.00**
9 **USD)**, which shall become **immediately** due and payable to TMWG EXPRESS
10 TRUST©, TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or
11 TMKEVIN WALKER© IRR TRUST.

12 **Nine Hundred Billion (\$900,000,000,000.00 USD)**

13 **Default Judgement and Lien**

14 If You/Defendant(s)/Respondent(s) fail to respond and perform **within**
15 **three (3) days** from the date of receipt of this communication, as **contractually**
16 **required**, You/Defendant(s)/Respondent(s) hereby individually and collectively,
17 fully agree, that the entire amount evidenced and itemized in Invoice
18 #CHP93738933, totaling **Nine Hundred Billion U.S. Dollars (\$900,000,000,000.00**
19 **USD)**, shall become **immediately** due and payable in full.

20 **Furthermore**, if You/Respondent(s)/Defendant(s), fail to respond and
21 perform **within three (3) days** from the date of receipt of this communication, You/
22 Defendant(s)/Respondent(s), **individually and collectively**, **admit the statements**
23 **and claims** by **TACIT PROCURATION**, and completely agree that you/they
24 individually and collectively are guilty of **fraud, racketeering, indentity theft,**
25 **treason, breach of trust and fiduciary duties, extortion, coercion, deprivation of**
26 **rights under the color of law, conspiracy to deprive of rights under the color of law,**
27 **monopolization of trade and commerce, forced peonage, obstruction of**
28 **enforcement, creating trusts in restraint of trade dereliction of fiduciary duties,**

1 bank fraud, breach of trust, treason, tax evasion, bad faith actions, dishonor, injury
2 and damage to Affiant.

3 //

4 **JUDGEMENT AND COMMERCIAL LIEN**
5 **AUTHORIZATION**

6 Moreover, if You/Defendant(s)/Respondent(s), fail to respond **within three**
7 **(3) days** from the date of receipt of this communication, you/they **individually and**
8 **collectively, fully and unequivocally Decree, Accept, fully Authorize (in accord**
9 **with UCC section 9), indorse, support, and advocate for a judgement, and/or**
10 **SUMMARY JUDGEMENT, and/or commercial lien of Nine Hundred Billion U.S.**
11 **Dollars (\$900,000,000,000.00 USD) against** You/Respondent(s)/Defendant(s), J. J.
12 Gaffney, Kevin: Baker, Chad: Bianco, Grewel, SMALE, STATE OF CALIFORNIA
13 DEPT OF CALIFORNIA HIGHWAY PATROL, RIVERSIDE COUNTY SHERIFF,
14 *Does 1-100 Inclusive, in favor of,* TMWG EXPRESS TRUST[©], TMKEVIN WALKER[©]
15 ESTATE, TMKEVIN LEWIS WALKER[©], and/or TMKEVIN WALKER[©] IRR TRUST,
16 and/or their lawfully designated ASSIGNEE(S).

17 **Finally, If You/Respondent(s)/Defendant(s), fail to respond within three (3)**
18 **days** from the date of receipt of this communication, **You/Defendant(s)/**
19 **Respondent(s) individually and collectively, EXPRESSLY, FULLY, and**
20 **unequivocally Authorize, indorse, support and advocate for** TMWG EXPRESS
21 TRUST[©], TMKEVIN WALKER[©] ESTATE, TMKEVIN LEWIS WALKER[©], and/or
22 TMKEVIN WALKER[©] IRR TRUST, and/or their lawfully designated ASSIGNEE(S)
23 to formally notify the United States Treasury, Internal Revenue Service, the
24 respective Congress (wo)man, U.S. Attorney General, and/or any person,
25 individual, legal fiction, and/or person, or ens legis Affiant deems necessary,
26 including but not limited to submitting the requisite form(s) 1099-A, 1099-OID,
27 1099-C, 1096, 1040, 1041, 1041-V, 1040-V, 3949-A, with the **Nine Hundred Billion**
28 **U.S. Dollars (\$900,000,000,000.00 USD)** as the **income to You/Defendant(s)/**

1 **Respondent(s) and lost revenue and/or income to Affiant, and/or** TMWGW EXPRESS
2 TRUST©, TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or
3 TMKEVIN WALKER© IRR TRUST, and/or their lawfully designated ASSIGNEE(S).

4 //

5 //

6 **SUMMARY JUDGEMENT, U.C.C. 3-505 PRESUMED**
7 **DISHONOR**

8 Said income is **to be assessed and claimed as income** by/to You/
9 Defendant(s)/Respondent(s), **and/or by filing a lawsuit** followed by a DEMAND
10 or similar for **SUMMARY JUDGEMENT** as **a matter of law**, in accordance with
11 **California Code of Civil Procedure § 437c(c)** and **Federal Rule of Civil Procedure**
12 **56(a)**, and/or executing an Affidavit Certificate of Non-Response, Dishonor,
13 **Judgement, and Lien Authorization**, in accordance with **U.C.C. § 3-505**, and/or
14 issue an ORDER TO PAY or BILL OF EXCHANGE to the U.S. Treasury and IRS,
15 said sum certain of **Nine Hundred Billion U.S. Dollars (\$900,000,000,000.00 USD)**,
16 for **immediate credit to** Affiant, and/or TMWGW EXPRESS TRUST©, TMKEVIN
17 WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or TMKEVIN WALKER©
18 IRR TRUST, and/or their lawfully designated ASSIGNEE(S), with this Self-
19 Executing Contract and Security Agreement servings as *prima facie evidence* of
20 You/Respondent(s)/Defendant(s)'s **Verified INDEBTEDNESS** to Affiant, Affiant,
21 and/or TMWGW EXPRESS TRUST©, TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS
22 WALKER©, and/or TMKEVIN WALKER© IRR TRUST, and/or their lawfully
23 designated ASSIGNEE(S).

24 Should it be deemed necessary, the Claimant(s)/Plaintiff(s) are **fully**
25 **Authorized (in accord with U.C.C § 9-509)** to file a UCC commercial **LIEN and/or**
26 **UCC1 Financing Statement** to perfect interest and/or secure full satisfaction of the
27 adjudged sum of **Nine Hundred Billion U.S. Dollars (\$900,000,000,000.00 USD)**.

28 //

1 ***** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT*** :**

2 Again for the record, this **contract, received and accepted per the mailbox rule, is**
3 **self-executing and serves as a SECURITY AGREEMENT, and establishes a lien,**
4 **Authorized by You/They/the DEBTOR(S). Acceptance of this contract is deemed to**
5 **occur at the moment it is dispatched via mail, in accordance with the mailbox rule**
6 **established in common law. Under this rule, an acceptance becomes effective and**
7 **binding** once it is properly addressed, stamped, and placed in the control of the postal
8 service, as supported by **Adams v. Lindsell (1818) 106 ER 250. Furthermore, as a self-**
9 **executing agreement, this contract creates immediate and enforceable obligations**
10 without the need for further action, functioning also as a **SECURITY AGREEMENT** under
11 **Article 9 of the Uniform Commercial Code (UCC).**

12 ***** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT*** :**

13 **ESTOPPEL BY ACQUIESCENCE:**

14 If the addressee(s) or an intended recipient of this notice fail to respond
15 addressing **each point, on a point by point basis, they individually and**
16 **collectively accept all of the statements, declaration, stipulations, facts, and**
17 **claims as TRUTH and fact by TACIT PROCURATION, all issues are deemed**
18 **settled RES JUDICATA, STARE DECISIS and by COLLATERAL**
19 **ESTOPPEL.** You may **not** argue, controvert, or otherwise protest the finality of
20 the administrative findings in any subsequent process, whether administrative or
21 judicial. (See Black's Law Dictionary 6th Ed. for any terms you do not "understand").

22 **Your failure to completely answer and respond will result in your agreeing**
23 **not to argue, controvert or otherwise protest the finality of the administrative**
24 **findings in any process, whether administrative or judicial, as certified by**
25 **Notary or Witness Acceptor in an Affidavit Certificate of Non Response and/or**
26 **Judgement, or similar.**

27 Should YOU fail to respond, provide partial, unsworn, or incomplete
28 answers, such are not acceptable to me or to any court of law. See, *Sieb's*

1 *Hatcheries, Inc. v. Lindley*, 13 F.R.D. 113 (1952)., “Defendant(s) made no request for
2 an extension of time in which to answer the request for admission of facts and filed
3 only an unsworn response within the time permitted,” thus, under the specific
4 provisions of Ark. and *Fed. R. Civ. P.* 36, the facts in question were **deemed**
5 **admitted as true. Failure to answer is well established in the court.** *Beasley v. U.*
6 *S.*, 81 F. Supp. 518 (1948)., “I, therefore, hold that the requests **will be considered as**
7 **having been admitted.**” Also as previously referenced, “Statements of fact
8 contained in affidavits which are **not** rebutted by the opposing party's **affidavit or**
9 **pleadings may** be accepted as **true** by the trial court.” --*Winsett v. Donaldson*, 244
10 N.W.2d 355 (Mich. 1976).

11 //

12 **COPY of this SELF-EXECUTING CONGRACT AND SECURITY AGREEMENT sent to the**
13 **following WITNESSES by way of Registered Mail with Misprision of Felony Obligations:**

14 **To/Cc:** Rob Bonta, Fiduciary(ies),
15 C/o Office of the Attorney General
16 1300 "I" Street
Sacramento, California [95814-2919]
Registered Mail # **RF775821193US.**

To/Cc: Issa, Darrel
C/o U.S. HOUSE OF REPRESENTATIVES
Washington, District of Colombia [20515]
Registered Mail # **RF775821180US.**

17 **To/Cc:** Antony: Blinken
18 C/o U.S. DEPARTMENT OF STATE
600 19th Street, North West
19 Washington, District of Colombia [20515]
Registered Mail # **RF775821176US.**

To/Cc: Merrick: Garland
C/o Office of the Attorney General
950 Pennsylvanie Avenue, NW
Washington, District of Colombia [20530-0001]
Registered Mail # **RF775821437US.**

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Invoice # **CHP93738933**

INVOICE and/or TRUE BILL

Dear Valued Defendant(s), Respondent(s), Customer(s), Fiduciary(ies), Agent(s), and/or DEBTOR(S):

It has come to OUR attention that you are **deemed guilty of multiple felony crimes, violations of U.S. Code, U.C.C, the Constitution, and the law.** You have or currently still are **threatening, extorting, depriving, coercing, damaging, injuring, and causing irreparable physical, mental, emotional, and financial harm** to TMKEVIN WALKER© ESTATE, TMWG EXPRESS TRUST©, TMKEVIN WALKER© IRR TRUST and its/their beneficiary(ies), and their Fiduciary(ies), Trustee(s), Executor(s), Agent(s), and Representatives. **You remain in default, dishonor, and have an outstanding past due balance due immediately, to wit:**

1.	18 U.S. Code § 1341 - Frauds and swindle :	\$10,000,000.00
2.	18 U.S. Code § 4 - Misprision of felony	\$1,000,000.00
3.	Professional and personal fees and costs associated with preparing documents for this matter:	\$100,000,000.00
4.	15 U.S. Code § 2 - Monopolizing trade a felony; penalty:	\$200,000,000.00
5.	18 U.S. Code § 241 - Conspiracy against rights:	\$9,000,000,000.00
6.	18 U.S. Code § 242 - Deprivation of rights under color of law:	\$9,000,000,000.00
7.	18 U.S. Code § 1344 - Bank fraud: (fine and/or up to 30 years imprisonment)	\$100,000,000.00
8.	15 U.S. Code § 1122 - Liability of United States and States, and instrumentalities and officials thereof:	\$100,000,000,000.00
9.	15 U.S. Code § 1 - Trusts, etc., in restraint of trade illegal; penalty (fine and/or up to 10 years imprisonment):	\$900,000,000.00
10.	18 U.S. Code § 1951 - Interference with commerce by threats or violence (fine and/or up to 20 years imprisonment):	\$3,000,000,000.00
11.	Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and internationally protected persons:	\$11,000,000.00
12.	18 U.S. Code § 878 - Threats and extortion against foreign officials, official guests, or internationally protected persons (fine and/or up to 20 years imprisonment):	\$500,000,000.00
13.	18 U.S. Code § 880 - Receiving the proceeds of extortion (fine and/or up to 3 years imprisonment):	\$100,000,000.00
14.	Use of TM KEVIN LEWIS WALKER©: x 3	\$3,000,000.00
15.	Fraud, conspiracy, obstruction, identity theft, extortion, bad faith actions, treason, monopolization of trade and commerce, bank fraud, threats, coercion, identity theft, mental trauma, emotional anguish and trauma. embezzlement, larceny, felony crimes, loss of time and thus enjoyable life, deprivation of rights under the color of law harassment, Waring against the Constitution, injury and damage:	\$777,075,000,000.00

Total Due: \$900,000,000,000.00 USD
Good Faith Discount: \$899,900,000,000.00 USD
Total Due by 12/25/2024: \$100,000,000.00 USD
Total Due after 12/25/2024: \$900,000,000,000.00 USD

EXHIBITS/ATTACHMENTS:

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- 1. **Exhibit A: Affidavit: Power of Attorney In Fact'**
- 2. **Exhibit B:** Private UCC Contract Trust/UCC1 filing #**2024385925-4**.
- 3. **Exhibit C:** Private UCC Contract Trust/UCC3 filing ##**2024402990-2** .
- 4. **Exhibit D: Affidavit Right of Travel CANCELLATION, TERMINATION, AND REVOCATION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT and AGREEMENT. LICENSE/BOND # B6735991**
- 5. **Exhibit E:** Revocation Termination and Cancelation of Franchise.
- 6. **Exhibit F:** CITATION/BOND #**7W50000T**, accepted under threat, duress, and coercion: **AS EVIDENCED BY SIGNATURE LINE.**
- 7. **Exhibit G:** Automobile's PRIVATE PLATE displayed on the automobile
- 8. **Exhibit H:** Screenshot of "Automobile" and "commercial vehicle" from DMV website
- 9. **Exhibit I:** Screenshot of CA CODE § 260 from <https://leginfo.legislature.ca.gov>
- 10. **Exhibit J:** Photo of CHP Officer "Kevin Baker"
- 11. **Exhibit K:** Photo of CHP Officer "J. J. Gaffney"
- 12. **Exhibit L:** Photo of RSO Officer "Grewel"
- 13. **Exhibit M:** AFFIDAVIT CERTIFICATE of **STATUS, ASSETS, RIGHTS, JURISDICTION, AND PROTECTIONS** as national/non-citizen national, foreign government, foreign official, internationally protected person, international organization, **secured party/secured creditor**, and/or national of the United States, #**RF661448964US**.
- 14. **Exhibit N:** national/non-citizen national passport card #**C35510079**.
- 15. **Exhibit O:** national/non-citizen national passport book #**A39235161**.
- 16. **Exhibit P:** TMKEVIN LEWIS WALKER© Copyright and Trademark Agreement.

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WORDS DEFINED GLOSSARY OF TERMS:

As used in this Affidavit, the following words and terms are as defined in this section, non-obstante:

1. **automobile**: a passenger vehicle that does not transport persons for hire. This includes station wagons, sedans, vans, and sport utility vehicles. See, California Vehicle Code (CVC) §465.
2. **commercial vehicle**: A “**commercial vehicle**” is a vehicle which is used or maintained for the transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily for the transportation of property (for example, trucks and pickups). See CVC §260.
3. **motor vehicle**: The term “**motor vehicle**” means every description of carriage or other contrivance propelled or drawn by mechanical power **and** used for **commercial purposes** on the highways in the transportation of passengers, passengers and property, or property or cargo. See 18 U.S. Code § 31 - Definitions.
4. **financial institution**: a **person**, an **individual**, a **private banker**, a business engaged in vehicle sales, including automobile, airplane, and boat sales, persons involved in real estate closings and settlements, the United States Postal Service, a commercial bank or trust company, any credit union, an agency of the United States Government or of a State or local government carrying out a duty or power of a business described in this paragraph, a broker or dealer in securities or commodities, a currency exchange, or a business engaged in the exchange of currency, funds, or value that substitutes for currency or funds, financial agency, a loan or finance company, an issuer, redeemer, or cashier of travelers’ checks, checks, money orders, or similar instruments, an operator of a credit card system, an insurance company, a licensed sender of money or any other person who engages as a business in the transmission of currency, funds, or value that substitutes for currency, including any person who engages as a business in an informal money transfer system or any network of people who engage as a business in facilitating the transfer of money domestically or internationally outside of the conventional financial institutions system. Ref, 31 U.S. Code § 5312 - Definitions and application.
5. **individual**: As a noun, this term denotes a single **person** as distinguished from a group or class, and also, very commonly, a private or natural person as distinguished from a partnership, corporation, or association; but it is said that this restrictive signification is not necessarily inherent in the word, and that it **may**, in proper cases, include **artificial persons**. As an adjective: Existing as an indivisible entity.

1 Of or relating to a single person or thing, as opposed to a group. — See Black’s Law Dictionary 4th, 7th,
2 and 8th Edition pages 913, 777, and 2263 respectively.

3 6. **person:** Term may include artificial beings, as corporations. The term means an **individual, corporation,**
4 **business trust, estate, trust, partnership, limited liability company, association, joint venture,**
5 **government, governmental subdivision, agency, or instrumentality, public corporation, or any other**
6 **legal or commercial entity.** The term “person” shall be construed to mean and include an individual, a
7 trust, estate, partnership, association, company or corporation. **The term “person” means a natural**
8 **person or an organization. -Artificial persons.** Such as are created and devised by law for the purposes
9 of society and government, called "corporations" or bodies politic." **-Natural persons.** Such as are
10 formed by nature, as distinguished from artificial persons, or corporations. **-Private person.** An
11 individual who is not the incumbent of an office. Persons are divided by law into natural and **artificial.**
12 Natural persons are such as the God of nature formed us; **artificial** are such as are created and devised
13 by **human laws**, for the purposes of society and government, which are called "corporations" or "bodies
14 politic." — See Uniform Commercial Code (UCC) § 1-201, Black’s Law Dictionary 1st, 2nd, and 4th
15 edition pages 892, 895, and 1299, respectively, 27 Code of Federal Regulations (CFR) § 72.11 - Meaning
16 of terms, and 26 United States Code (U.S. Code) § 7701 - Definitions.

17 7. **bank:** a **person** engaged in the business of banking and includes a savings bank, savings and loan
18 association, credit union, and **trust company.** The terms “banks”, “national bank”, “national banking
19 association”, “member bank”, “board”, “district”, and “reserve bank” shall have the meanings assigned
20 to them in section 221 of this title. An institution, of great value in the commercial world, empowered
21 to receive deposits of money, to make loans. and to issue its promissory notes, (designed to circulate as
22 money, and commonly called "bank-notes" or "bank-bills") or to perform any one or more of these
23 functions. The term "bank" is usually restricted in its application to an incorporated body; while a
24 **private individual** making it his business to conduct banking operations is denominated a “banker.”
25 Banks in a commercial sense are of three kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation.
26 Strictly speaking, the term "bank" implies a place for the deposit of money, as that is the most obvious
27 purpose of such an institution. — See, UCC 1-201, 4-105, 12 U.S. Code § 221a, Black’s Law Dictionary
28 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117, 183-184, 139-140, and 437-439.

- 1 8. **discharge:** To cancel or unloose the obligation of a contract; to make an agreement or contract null and
2 inoperative. Its principal species are rescission, release, accord and satisfaction, performance,
3 judgement, composition, bankruptcy, merger. As applied to demands claims, right of action,
4 incumbrances, etc., to discharge the debt or claim is to extinguish it, to annul its obligatory force, to
5 satisfy it. And here also the term is generic; thus a dent , a mortgage. As a noun, the word means the act
6 or instrument by which the binding force of a contract is terminated, irrespective of whether the
7 contract is carried out to the full extent contemplated (in which case the discharge is the result of
8 performance) or is broken off before complete execution. See, Blacks Law Dictionary 1st, page
- 9 9. **pay:** To discharge a debt; to deliver to a creditor the value of a debt, either in
10 money or in goods, for his acceptance. To pay is to deliver to a creditor the
11 value of a debt, either in money or In goods, for his acceptance, by which the
12 debt is discharged. See Blacks Law Dictionary 1st, 2nd, and 3rd edition, pages
13 880, 883, and 1339 respectively.
- 14 10. **payment:** The performance of a duty, promise, or obligation, or discharge of a debt or liability. by the
15 delivery of money or other value. Also the money or thing so delivered. Performance of an obligation
16 by the delivery of money or some other valuable thing accepted in partial or full discharge of the
17 obligation. [Cases: Payment 1. C.J.S. Payment § 2.] 2. The money or other valuable thing so delivered in
18 satisfaction of an obligation. See Blacks Law Dictionary 1st and 8th edition, pages 880-811 and
19 3576-3577, respectively.
- 20 11. **driver:** The term "driver" (i.e: "driver's license") means One **employed** in conducting a coach, carriage,
21 wagon, or other vehicle, with horses, mules, or other animals.
- 22 12. **may:** An auxiliary verb qualifying the meaning of another verb by expressing ability, competency,
23 liberty, permission, probability or contingency. — Regardless of the instrument, however, whether
24 constitution, statute, deed, contract or whatnot, **courts not infrequently construe "may" as "shall" or**
25 **"must".** — See Black's Law Dictionary, 4th Edition page 1131.
- 26 13. **extortion:** The term "**extortion**" means the obtaining of property from another, **with his consent,**
27 **induced by wrongful use of actual or threatened force, violence, or fear, or under color of official**
28 **right.** — See 18 U.S. Code § 1951 - Interference with commerce by threats or violence.

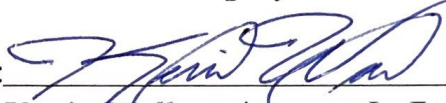
- 1 14. **national:** “foreign government”, “foreign official”, “internationally protected person”, “international
2 organization”, “national of the United States”, “official guest,” and/or “non-citizen national.” **They all**
3 **have the same meaning.** See Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and
4 internationally protected persons.
- 5 15. **United States:** For the purposes of this Affidavit, the terms "United States" and "U.S."
6 *mean only the Federal Legislative Democracy of the District of Columbia, Puerto Rico, U.S.*
7 *Virgin Islands, Guam, American Samoa, and any other Territory within the "United*
8 *States," which entity has its origin and jurisdiction from Article 1, Section 8, Clause*
9 *17-18 and Article IV, Section 3, Clause 2 of the Constitution for the United States of*
10 *America. The terms "United States" and "U.S." are NOT to be construed to mean or include*
11 *the sovereign, united 50 states of America.*
- 12 16. **fraud:** deceitful practice or Willful device, resorted to with intent to deprive another of his right, or in
13 some manner to do him an injury. As distinguished from negligence, it is always positive, intentional.
14 as applied to contracts is the cause of an error bearing on material part of the contract, created or
15 continued by artifice, with design to obtain some unjust advantage to the one party, or to cause an
16 inconvenience or loss to the other. in the sense of court of equity, properly includes all acts, omissions,
17 and concealments which involved a breach of legal or equitable duty, trust, or confidence justly
18 reposed, and are injurious to another, or by which an undue and unconscientious advantage is taken of
19 another. See Black’s Law Dictionary, 1st and 2nd Edition, pages 521-522 and 517 respectively.
- 20 17. **color:** appearance, semblance. or simulacrum, as distinguished from that which is real. A prima facie or
21 apparent right. Hence, a deceptive appearance; a plausible, assumed exterior, concealing a lack of
22 reality; a a disguise or pretext. See, Black’s Law Dictionary 1st Edition, page 222.
- 23 18. **colorable:** That which is in appearance only, and not in reality, what it purports to be. See, Black’s Law
24 Dictionary 1st Edition, page 2223.
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COMMERCIAL OATH AND VERIFICATION:


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

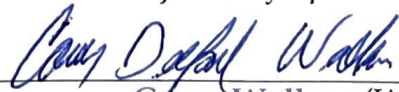
5 I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding
6 in good faith being of sound mind states that the facts contained herein are true,
7 correct, complete and not misleading to the best of Affiant's knowledge and belief
8 under penalty of International Commercial Law and state this to be HIS Affidavit of
9 Truth regarding same signed and sealed this 14TH day of DECEMBER 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, UCC § 1-308, 3-402.**

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

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

21 Sui juris, By *Special Limited Appearance*,
22 By: 
23 Donnabelle Mortel (WITNESS)

24 Sui juris, By *Special Limited Appearance*,
25 By: 
26 Corey Walker (WITNESS)

NOTICE:

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

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JURAT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Riverside)
) ss.
County of California)

Subscribed and ~~sworn~~ to (or affirmed) before me on this 14th day of December, 2024, by Kevin Walker
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Joyti Patel, _____ Notary public
print

Joytilatel Seal:

