

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

DEC 11 2024

J. Prendergast
J. Prendergast

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Kevin R. McCarthy, Thomas J. Holthus, Jeffrey Stenman, Andrew Boylan, Wes Andrews, David Preter, Christin Howitt, Matthew Havoic, Amy Kretovic, D. James Jim Daras, Mike Nolan, GEORGIA'S OWN CREDIT UNION, QUALITY LOAN SERVICE CORPORATION, CENLAR FEDERAL SAVINGS & LOAN, FIDELITY NATIONAL TITLE COMPANY, MCCARTHY & HOLTHUS, LLP

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

KEVIN WALKER ESTATE, DONNABELLE MORTEL ESTATE, KEVIN WALKER IRR TRUST, WG EXPRESS TRUST

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

CASE NUMBER
(Número del Caso):
CVME 2405831

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Kevin Walker, Attorney In Fact, c/o 30650 Rancho California Road Suite 406-251, Temecula, California 92591 (310) 928-8521

DATE: **DEC 11 2024** Clerk, by *Jacqueline*, Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).) **J. Prendergast**



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- by personal delivery on (date):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

- BANNING 311 E. Ramsey St., Banning, CA 92220
- BLYTHE 265 N. Broadway, Blythe, CA 92225
- CORONA 505 S. Buena Vista, Rm. 201, Corona, CA 92682
- MENIFEE 27401 Menifee Center Dr., Menifee, CA 92584
- MORENO VALLEY 13800 Heacock St., Ste. D201, Moreno Valley, CA 92553
- MURRIETA 30755-D Auld Rd., Suite 1226, Murrieta, CA 92563
- PALM SPRINGS 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262
- RIVERSIDE 4050 Main St., Riverside, CA 92501

FILED R-C1032
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF RIVERSIDE
 DEC 11 2024
 J. Prendergast

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address)
 Kevin Walker, sui juris, In Propria Persona,
 Attorney In Fact, Executor, Secured Party,
 c/o 30650 Rancho California Road Suite # 406-251
 Temecula, California [92591]

TELEPHONE NO (310) 923-8521 FAX NO (Optional)

E-MAIL ADDRESS (Optional) team@walkemovagroup.com

ATTORNEY FOR (Name) Plaintiffs

PLAINTIFF/PETITIONER: KEVIN WALKER ESTATE, DONNABELLE MORTEL ESTATE,
 KEVIN WALKER IRR TRUST, WG EXPRESS TRUST

DEFENDANT/RESPONDENT: Kevin R. McCarthy, Thomas J. Holthus, Jeffrey Stenman,
 GEORGIA'S OWN CREDIT UNION, QUALITY LOAN SERVICE
 CORPORATION, MCCARTHY & HOLTHUS, LLP, et al.

CASE NUMBER:
 CVME 24 05 831

CERTIFICATE OF COUNSEL

The undersigned certifies that this matter should be tried or heard in the court identified above for the reasons specified below:

- The action arose in the zip code of: [92591]
- The action concerns real property located in the zip code of: _____
- The Defendant resides in the zip code of: _____

For more information on where actions should be filed in the Riverside County Superior Courts, please refer to Local Rule 3115 at www.riverside.courts.ca.gov.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date 11/14/2024 _____

(TYPE OR PRINT NAME OF ATTORNEY PARTY MAKING DECLARATION)

By: J. Prendergast UCC 1-308, 3-402
 Attorney in fact without recourse
 (SIGNATURE)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)
Kevin Walker, Attorney-In-Fact
c/o 30650 Rancho California Road #406-251, Temecula, California [92591]
TELEPHONE NO (310) 923-8521 FAX NO
EMAIL ADDRESS team@walkemovagroup.com
ATTORNEY FOR (Name) KEVIN WALKER ESTATE, DONNABELLE MORTEL ESTATE, KEVIN WALKER IRR TRUST, WQ EXPRESS TRUST

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
STREET ADDRESS 27401 Menifee Center Drive
MAILING ADDRESS
CITY AND ZIP CODE Menifee, California [92584]
BRANCH NAME Menifee

CASE NAME:

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE
DEC 11 2024
J. Prendergast

CIVIL CASE COVER SHEET
* Unlimited (Amount demanded exceeds \$35,000)
Limited (Amount demanded is \$35,000 or less)

Complex Case Designation
Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER
CVME 2405831
JUDGE
DEPT

Items 1-6 below must be completed (see instructions on page 2)

- 1. Check one box below for the case type that best describes this case:
Auto Tort
Contract
Provisionally Complex Civil Litigation
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
Real Property
Non-PI/PD/WD (Other) Tort
Unlawful Detainer
Employment
Judicial Review

- 2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management.
a. Large number of separately represented parties
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. Substantial amount of documentary evidence
d. Large number of witnesses
e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 17
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 11/14/2024
Kevin Walker, Attorney-In-Fact, Executor


By: [Signature]
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code) (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
File this cover sheet in addition to any cover sheet required by local court rule.
If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

1 Kevin Walker, sui juris, In Propria Persona.
2 TMWALKERNOVA GROUP©
3 c/o 30650 Rancho California Road #406-251
4 Temecula, California [92591]
5 non-domestic *without* the United States
6 Email: team@walkernovagroup.com

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

DEC 11 2024

 J. Prendergast

5 *Attorney(s) In Fact*, and *Executor(s)* for Plaintiffs.
6 TMWG EXPRESS TRUST©, TMKEVIN WALKER© IRR TRUST
7 TMDONNABELLE MORTEL© ESTATE
8 TMKEVIN WALKER© ESTATE,

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**

10 TMKEVIN WALKER© ESTATE,
11 TMDONNABELLE MORTEL© ESTATE,
12 TMKEVIN WALKER© IRR TRUST, TMWG
13 EXPRESS TRUST©,

14 Plaintiff(s),

15 vs.

16 Kevin R. McCarthy,
17 Thomas J. Holthus,
18 Jeffrey Stenman,
19 Andrew Boylan,
20 Wes Andrews,
21 David Preter,
22 Christin Hewitt,
23 Matthew Havice,
24 Amy Kretovic,
25 D. James Jim Daras,
26 Mike Nolan,
27 GEORGIAS OWN CREDIT UNION,
28 QUALITY LOAN SERVICE
CORPORATION,
CENLAR FEDERAL SAVINGS & LOAN,
FIDELITY NATIONAL TITLE COMPANY,
MCCARTHY & HOLTHUS, LLP,
Does 1-100 Inclusive,

Defendant(s).

Case No.: CVME 2405831

VERIFIED COMPLAINT FOR:

1. FRAUD
2. BREACH OF CONTRACT
3. EMBEZZLEMENT
4. IDENTITY THEFT
5. MONOPOLIZATION OF TRADE AND COMMERCE
6. DEPRIVATION OF RIGHTS UNDER COLOR OF LAW
7. RECEIVING EXTORTION PROCEEDS
8. FALSE PRETENSES
9. EXTORTION
10. RACKETEERING
11. BANK FRAUD
12. TRANSPORTATION OF STOLEN PROPERTY, MONEY, & SECURITIES
13. SLANDER OF TITLE
14. QUIET TITLE
15. INTERFERENCE WITH COMMERCE BY THREATS OR VIOLENCE
16. DECLARATORY JUDGEMENT & RELIEF
17. **SUMMARY JUDGEMENT AS A MATTER OF LAW - AGREED AND STIPULATED THIRTY BILLION (\$30,000,000,000.00) JUDGEMENT AND LIEN.**

26 **Plaintiffs** sue Defendant(s) and assert as **established, considered, and admitted:**

27 **1. Plaintiffs,** TMKEVIN WALKER© ESTATE, TMDONNABELLE MORTEL©
28 ESTATE, TMKEVIN WALKER© IRR TRUST, TMWG EXPRESS TRUST©, (collectively

1 referred to as "Plaintiffs") are trustees and fiduciaries of the subject property, and
2 ' holders in due course' of all assets, intangible and tangible, and are each are a
3 foreign Trust. Furthermore, according to Law each are a '**person,**' and/or '**trust**'
4 and/or '**individual,**' and/or '**bank**' and/or '**financial institution**' as evidenced by
5 26 U.S. Code § 7701(a)(1), U.C.C. §§ 1-201 and 4-105, 26 U.S. Code § 581, and 12 U.S.
6 Code § 221a, **and** 18 U.S. Code § 20.

7 **2.** Plaintiff(s) is/are undisputedly the Real Party(ies) in Interest, holder(s) in due
8 course, and Creditor(s).

9 **3.** Plaintiffs all have explicitly reserved their rights in accordance with U.C.C. §
10 1-308, **and waive none.**

11 **4.** Plaintiffs are the **holder(s) in due course** of all assets, tangible and intangible,
12 registered and unregistered, in accordance with U.C.C. § 3-302.

13 **5.** Plaintiffs alone undisputedly have exclusive, sole, and **complete standing.**

14 **Defendants**

15 **6.** Defendant(s), Kevin R. McCarthy, Thomas J. Holthus, Jeffrey Stenman,
16 Andrew Boylan, Wes Andrews, David Preter, Christin Hewitt, Matthew Havice,
17 Amy Kretovic, D. James Jim Daras, Mike Nolan, GEORGIA'S OWN CREDIT
18 UNION, QUALITY LOAN SERVICE CORPORATION, CENLAR FEDERAL
19 SAVINGS & LOAN, FIDELITY NATIONAL TITLE COMPANY, MCCARTHY &
20 HOLTHUS, LLP, Does 1-100 Inclusive, according to Law and Statute, are each a
21 '**person,**' and/or '**trust**' and/or '**individual,**' and/or '**bank**' as defined by 26 U.S.
22 Code § 7701(a)(1), U.C.C. §§ 1-201 and 4-105, 26 U.S. Code § 581, and 12 U.S. Code §
23 221a, **and/or** a '**financial institution,**' as defined by 18 U.S. Code § 20 - Financial
24 institution defined, and Defendants are **engaged in interstate commerce**, and/or
25 doing business in Riverside, California.

26 **7.** Defendants **are the DEBTORS** in this matter.

27 **8.** Defendants are NOT the CREDITOR, or an ASSIGNEE of the CREDITOR, in
28 this matter.

1 9. Defendants do NOT have power of attorney in any way.

2 10. Defendants do NOT have standing.

3 **Unknown Defendants (Does 1-100)**

4 11. Plaintiffs do not know the true names of **Defendants Does 1 through 100**,
5 inclusive, and therefore sues them by those fictitious names. Their true names and
6 capacities are unknown to Plaintiff. When their true names and capacities are
7 ascertained, Plaintiff will amend this complaint by inserting their true names and
8 capacities herein. Plaintiff is informed and believes and thereon alleges that each of
9 these unknown and fictitiously named Defendant(s) claim some right, title, estate,
10 lien, or interest in the hereinafter-described real property adverse to Plaintiff's title,
11 and that their claims, and each of them, constitute a cloud on Plaintiff's title to that
12 real property.

13 **DESCRIPTION OF AFFECTED PRIVATE TRUST PROPERTY**

14 12. This action affects title to the private Trust property situated in the county of
15 Riverside, California, commonly described as a [REDACTED]

16 [REDACTED]

17 [REDACTED] County of Riverside, [REDACTED]

18 [REDACTED] Riverside County, California,' hereinafter referred to as the "Property,"

19 and **all** bonds, securities, Federal Reserve Notes, assets, tangible and intangible,

20 registered and unregistered, and more particularly described in the Authentic

21 **UCC1 filing #2024385925-4 and #2024385935-1, and UCC3 filing #2024410323-9**

22 and **2024411189-0**, all Filed in the Office of Secretary of State State Of Nevada.

23 Attached hereto as **Exhibits A, B, C, and D** respectively, and incorporated herein by
24 reference.

25 13. This action also affected any titles, interests, principal amounts, credits, funds,
26 assets, bonds, Federal Reserve Notes, notes, bills of exchange, entitlements,
27 negotiable instruments, or similar collateralized, hypothecated, and/or securitized
28 items in any manner tied to Plaintiffs' signature, promise to pay, order to pay,

1 endorsement, credits, authorization, or comparable actions (collectively referred to
2 hereinafter as "Assets").

3 STANDING

4 14. Plaintiffs are the Real Party in Interest, Creditor(s), and Holder(s) in Due
5 Course, in accordance with § 3-302 of the U.C.C. (Uniform Commercial Code), of all
6 assets, registered and unregistered, tangible and intangible, and hold allodial title to
7 all assets. This is further evidenced by the following UCC filings, all duly filed in
8 the Office of the Secretary of State, State of Nevada: **UCC1 filing #2024385925-4** and
9 **#2024385935-1, and UCC3 filing #20244103323-9 AND 2024411189-0** (Exhibits A, B,
10 C, and D).

11 15. **Plaintiffs' standing** is further affirmed and evidenced by the GRANT DEED
12 recorded in Official Records County of Riverside, [REDACTED]
13 [REDACTED] where the private trust property is titled to [REDACTED]
14 **Private Irrevocable Trust** [REDACTED] Attached hereto as **Exhibit E**,
15 and incorporated herein by reference

16 16. Accordingly, Plaintiffs maintain **exclusive and sole standing** in relation to
17 said assets and their interests, as duly recorded and affirmed by these filing.

18 17. Plaintiffs' contracted Attorney in Fact, Executor, and Authorized
19 Representatives are Kevin Walker and Donnabelle Escarez Mortel, as evidenced by
20 the 'Affidavit: Power of Attorney in Fact,' attached hereto as **Exhibit F** and
21 incorporated herein by reference.

22 18. The Plaintiff(s) alone possess(es) **sole and exclusive standing** and is/are the
23 'Holder in Due Course,' in accordance with U.C.C. § 3-302, of all real property,
24 assets, securities (**both registered and unregistered**), as well as **tangibles and**
25 **intangibles**.

26 19. Defendants do **NOT** have **any** valid interest or standing.

27 20. Defendants do **NOT** have a valid claim to the 'Property' [REDACTED]
28 [REDACTED]

1 [REDACTED]
2 [REDACTED] Riverside County, California), or any of the respective Assets,
3 registered and unregistered, tangible and intangible.

4 21. Defendants do not possess any valid interest or standing concerning DEED
5 OF TRUST #0000000000788382476307152022, which has been Accepted for Value
6 and Returned for Value, with honor, for full satisfaction, setoff, and adjustment of
7 all charges associated with the DEED OF TRUST, pursuant to House Joint
8 Resolution 192 of June 5, 1933 (Public Law 73-10) and Article 3 of the Uniform
9 Commercial Code (U.C.C.). The original document was special deposited into a
10 private post registered account with the U.S. Treasury (Fiduciary), as evidenced by
11 Registered Mail #RF661588808US and the accompanying form 3811, which was
12 signed and returned. Said Acquired DEED OF TRUST as well as a Library of
13 Congress Certified Copy of *The Public Statutes at Large of the United States of America*
14 from March 1933 to June 1934: House Joint Resolution 192 of June 5, 1933, Public
15 Law 73-10, are attached hereto as Exhibits G and H respectively, and are
16 incorporated herein by reference.

17 **UNREBUTTED AFFIDAVITS, STIPULATED FACTS,**
18 **CONTRACT SECURITY AGREEMENT, AND**
19 **AUTHORIZED JUDGMENT AND LIEN**

20 22. Plaintiffs and Defendants are parties to certain Contract and Security
21 Agreements, specifically contract security agreement numbers
22 70220410000174267715, 70220410000174210186, 7022041000000357689,
23 EI948565425US, RF661913565, and RF661593122US. Each contract security
24 agreement and/or self-executing contract security agreement was received,
25 considered, and agreed to by Defendants through silent acquiescence, tacit
26 agreement, and tacit procuration. Each contract also includes a corresponding Form
27 3811, which was signed as evidence of receipt. – **AN UNREBUTTED AFFIDAVIT**
28 **STANDS AS TRUTH IN COMMERCE.** (12 Pet. 1:25; Heb. 6:13-15). ‘He who does

1 not deny, admits. **AN UNREBUTTED AFFIDAVIT BECOMES THE**
2 **JUDGEMENT IN COMMERCE.** (Heb. 6:16-17); 'There is nothing left to resolve.'
3 All referenced contracts and signed Forms 3811 are attached hereto as **Exhibits I, J,**
4 **K, L, M, N, O, P, Q, R, S, and T** respectively, as follows:

- 5 • **Exhibit I:** **Contract Security Agreement #70220410000174267715.**
- 6 • **Exhibit J:** **Contract Security Agreement #70220410000174210186.**
- 7 • **Exhibit K:** **Contract Security Agreement #70220410000000357689.**
- 8 • **Exhibit L:** **Contract Security Agreement #EI948565425US.**
- 9 • **Exhibit M:** Form 3811 corresponding to Exhibit L.
- 10 • **Exhibit N:** **Contract Security Agreement #RF661591356US.**
- 11 • **Exhibit O:** Form 3811 corresponding to Exhibit N.
- 12 • **Exhibit P:** **Affidavit Certificate** of Dishonor, Non-response, **DEFAULT,**
13 **JUDGEMENT,** and **LIEN AUTHORIZATION** and **LIEN AUTHORIZATION,**
14 **#RF661591651US.**
- 15 • **Exhibit Q:** Form 3811 corresponding to Exhibit P.
- 16 • **Exhibit R:** **Contract Security Agreement #RF661593017US.**
- 17 • **Exhibit S:** Form 3811 corresponding to Exhibit R.
- 18 • **Exhibit T:** **Self-Executing Contract Security Agreement #RF661593122US.**

19 23. **Self-Executing Contract Security Agreement #RF661593122US (Exhibit**
20 **S)** was executed and agreed to by Defendants, acknowledging and accepting a
21 Judgment, Summary Judgment, and/or Lien Authorization (in accordance with
22 U.C.C. § 9-509), against Defendants in the amount of Thirty Billion Dollars
23 (\$30,000,000,000.00 USD), in favor of Plaintiffs.

24 24. Defendant(s) received, considered, and agreed to all the terms of all
25 contract agreements, including the **Self-Executing Contract Security Agreement**
26 (Exhibit S), constituting a bona fide contract under the principles of contract law
27 and the Uniform Commercial Code (U.C.C.). Pursuant to the mailbox rule, which
28 establishes that acceptance of an offer is effective when dispatched (U.C.C. § 2-206),

1 and principles of silent acquiescence, tacit procurement, and tacit agreement, the
2 acceptance is valid. This acceptance is in alignment with the doctrine of 'offer and
3 acceptance' and the provisions of U.C.C. § 2-202, which governs the final expression
4 of the contract, and U.C.C. § 2-302, which addresses unconscionability in the
5 contract terms. Furthermore, under the U.C.C., all assets – whether registered or
6 unregistered – are held subject to the allodial title, with Plaintiffs maintaining sole
7 and exclusive standing over all real property, assets, securities, both tangible and
8 intangible, registered and unregistered, **as evidenced** by UCC1 filing #2024385925-4
9 and #2024385935-1, and UCC3 filing #20244103323-9 and 2024411189-0 (Exhibits A,
10 B, C, and D).

11 **NO AGREEMENT TO ARBITRATION AND VALIDATION**
12 **OF BINDING CONTRACT(S) UNDER U.C.C. PRINCIPLES**

13 **25. No Stipulation to Arbitration:** It is important to clarify that there is no
14 stipulation to arbitration as evidenced by the unrebutted verified commercial
15 affidavits (Exhibits I, J, K, L, N, P, R, and T). These affidavits present facts that all
16 parties have agreed to. Consequently, all issues are considered settled according to
17 the principles of *res judicata*, which are further supported by U.C.C. § 2-202. This
18 section states that a writing intended by the parties to serve as the definitive **final**
19 expression of their agreement cannot be contradicted by any evidence of prior or
20 contemporaneous agreements.

21 **26. U.C.C. § 2-204 - Formation of Contract:** As further supported by U.C.C. §
22 2-204, a contract can be formed even if the exact terms are not yet agreed upon,
23 provided that there is an intention to form a contract and an agreement on essential
24 terms. This principle affirms that the actions of the parties and the language in the
25 unrebutted affidavits constitute an agreement to the terms at hand, making
26 arbitration unnecessary.

27 **27. U.C.C. § 2-206 - Offer and Acceptance:** Additionally, U.C.C. § 2-206
28 confirms that an offeror is bound by the terms once an offer is accepted, unless the

1 offer states otherwise. The verified affidavits submitted are evidence that the parties
2 have mutually agreed to the terms, thereby forming a contract under the principles
3 of offer and acceptance outlined in U.C.C. § 2-206.

4 28. **U.C.C. § 1-103 - Enforcement of Contract and Fraud:** Under U.C.C. §
5 1-103, the Uniform Commercial Code applies to contracts unless explicitly stated
6 otherwise. This section provides that fraud, duress, or any unlawful condition does
7 **not** negate the binding nature of the contract. Therefore, the contracts in question
8 are enforceable as written, free from fraud or misrepresentation, and valid under
9 commercial law principles.

10 29. As considered, agreed, and stipulated by Defendant(s) in the unrebutted
11 verified commercial affidavits, contract agreement, and/or self-executing contract
12 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), Defendants may **not** argue,
13 controvert, or otherwise protest the finality of the administrative findings
14 established through the **unrebutted verified commercial affidavits**. As per
15 established legal principles and **legal maxims**, once an affidavit is submitted and
16 not rebutted, its content is accepted as true, and Defendants are **estopped and**
17 **barred** from contesting these findings in subsequent processes, **whether**
18 **administrative or judicial**.

19 30. As considered, agreed, and stipulated by Defendant(s) in the unrebutted
20 verified commercial affidavits, contract agreement, and/or self-executing contract
21 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), Defendants or the entity
22 they represent **is/are the DEBTOR(S)** in this matter.

23 31. As considered, agreed, and stipulated by Defendant(s) in the
24 unrebutted verified commercial affidavits, contract agreement, and/or self-
25 executing contract security agreement(s) (Exhibits I, J, K, L, N, P, R, and T),
26 Defendants are **not** the CREDITOR, or an ASSIGNEE of the CREDITOR, in
27 this matter.

28 //

1 32.As considered, agreed, and stipulated by Defendant(s) in the unrebutted
2 verified commercial affidavits, contract agreement, and/or self-executing contract
3 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), Defendants are indebted to
4 Plaintiffs in the amount of **Thirty Billion Dollars (\$30,000,000,000.00)**.

5 33.As considered, agreed, and stipulated by Defendant(s) in the unrebutted
6 verified commercial affidavits, contract agreement, and/or self-executing contract
7 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), Defendants do NOT have
8 'standing.'

9 34.As considered, agreed, and stipulated by Defendant(s) in the unrebutted
10 verified commercial affidavits, contract agreement, and/or self-executing contract
11 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), under **California Code of**
12 **Civil Procedure § 437c(c)**, summary judgment is appropriate when there is no
13 triable issue of material fact and the moving party is entitled to judgment as a
14 matter of law. The unrebutted affidavits submitted by Plaintiff(s) demonstrate that
15 no triable issues of material fact remain in dispute, and Plaintiffs are entitled to
16 judgment based on the evidence presented and as **a matter of law**.

17 35. As considered, agreed, and stipulated by Defendant(s) in the unrebutted
18 verified commercial affidavits, contract agreement, and/or self-executing contract
19 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), "Statements of **fact**
20 contained in affidavits which are **not** rebutted by the opposing party's **affidavit or**
21 **pleadings may** be accepted as **true** by the trial court." --Winsett v. Donaldson, 244
22 N.W.2d 355 (Mich. 1976).

23 36.As considered, agreed, and stipulated by Defendant(s) in the unrebutted
24 verified commercial affidavits, contract agreement, and/or self-executing contract
25 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), the principles of **res**
26 **judicata, stare decisis, and collateral estoppel** apply to the **unrebutted affidavits,**
27 establishing that all issues are deemed settled and cannot be contested further.
28 These principles reinforce the finality of the administrative findings and support

1 the granting of summary judgment, as a **matter of law**. - 'HE WHO LEAVES THE
2 BATTLEFIELD FIRST LOSES BY DEFAULT.'

3 **JUDGEMENT OF \$30,000,000,000.00 CONSIDERED,**
4 **AGREED TO, AND AUTHORIZED.**

5 37. As considered, agreed, and stipulated by Defendant(s) in the unrebutted
6 verified commercial affidavits, contract agreement, and/or self-executing contract
7 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), Defendants **fully**
8 **authorize, endorse, support**, and advocate for the entry of a UCC commercial
9 judgment and lien in the amount of **Thirty Billion and 00/100 Dollars**
10 **(\$30,000,000,000.00) against Defendants, in favor of Plaintiffs**, as also evidenced
11 by INVOICE/TRUE BILL #GEOQUALDISHONOR24 which is a part of **Exhibit T**.
12 INVOICE/TRUE BILL #GEOQUALDISHONOR24 is attached hereto as **Exhibit U**
13 and incorporated herein by reference.

14 38. As considered, agreed, and stipulated by Defendant(s) in the unrebutted
15 verified commercial affidavits, contract agreement, and/or self-executing contract
16 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), should it be **deemed**
17 necessary, the Plaintiffs are **fully Authorized** to initiate the filing of a lien, and the
18 seizing of property to secure satisfaction of the **ADJUDGED, DECREED, AND**
19 **AUTHORIZED** sum total due to **Affiant**, and/or TMKEVIN WALKER© ESTATE,
20 and/or TMDONNABELLE ESCAREZ MORTEL© ESTATE of, **Thirty Billion and**
21 **00/100 Dollars (\$30,000,000,000.00).**

22 39. Defendants have **not** submitted any evidence to contradict or rebut the
23 statements made in the affidavits. As a result, the facts set forth in the affidavits are
24 deemed true and uncontested. Even then non-applicable California Evidence Code
25 § 664 and related case law support the presumption that official duties have been
26 regularly performed, and unrebutted affidavits stand as Truth.

27 40. Defendants may not argue, controvert, or otherwise protest the finality of the
28 administrative findings established through the unrebutted affidavits. As per

1 established legal principles, once an affidavit is submitted and not rebutted, its
2 content is accepted as true, and Defendants are barred from contesting these
3 findings in subsequent processes, whether administrative or judicial.

4 **Tender of Payment made in “full satisfaction” and Dollar for**
5 **Dollar Discharge: U.C.C §§ 3-104, 3-603, 3-311, 9-105, 9-509, House**
6 **Joint Resolution 192 of June 5, 1933 Public Law 73-10.**

7 41. Plaintiffs under threat, duress, coercion, and extortion, made tender of
8 payment to Defendant(s), in **good faith** in the amount of **Three Hundred**
9 **Thousand U.S. Dollars (\$300,000.00 USD)** for settlement and “**full satisfaction,**”
10 and have been made to a person entitled to enforce the instrument, as evidenced by
11 UCC Filing #2024411189-0 (Exhibit D), Registered BILL OF EXCHANGE
12 #RF661591285US, and LETTER OF CREDIT, #RF661591308US, each is attached
13 hereto as **Exhibits V and W** respectively, and incorporated herein by reference.

14 42. Defendant(s) individually and collectively, **fully agree** that if said tender of
15 payment is/was “**refused**” there is/was **discharge, to the extent of the amount of**
16 **the tender**, as stipulated by U.C.C. § 3-603. Given the clear indication of tender of
17 payment contained a statement to the effect that the instrument was tendered as
18 **full satisfaction** of the claim, as stipulated by U.C.C. § 3-311, there is again
19 **discharge.**

20 43. Janet Yellen and/or the United States Treasury is the registered holder and
21 fiduciary of/for Plaintiff(s) the private **Two Hundred Billion Dollar**
22 **(\$200,000,000,000.00 USD) ‘MASTER DISCHARGE AND INDEMNITY BOND’**

23 [REDACTED] which was post deposited to private post registered account # [REDACTED]
24 [REDACTED] Said ‘MASTER DISCHARGE AND INDEMNITY
25 BOND’ ([REDACTED]) expressly stipulates it is “insuring, underwriting,
26 indemnifying, discharging, paying and satisfying **all** such account holders and
27 accounts dollar for dollar against **any and all pre-existing, current and future**
28 losses, costs, debts, taxes, encumbrances, deficits, deficiencies, liens, judgments,

1 true bills, obligations of contract or performance, defaults, charges, and any and all
2 other obligations **as may exist or come to exist** during the term of this Bond... Each
3 of the said account holders and accounts **shall be severally insured, underwritten**
4 **and indemnified against any and all future Liabilities as may appear, thereby**
5 **instantly satisfying all such obligations dollar for dollar without exception**
6 through the above-noted Private Offset Accounts up to and including the full face
7 value of this Bond through maturity." A copy of 'MASTER DISCHARGE AND
8 INDEMNITY BOND' [REDACTED] is attached hereto as **Exhibit X** and
9 incorporated herein by reference, **and will serve as a CAUTION and/or BOND for**
10 **immediate adjustment and setoff of any and all costs associated with these**
11 **matters.**

12 44.As considered, agreed, and stipulated by Defendant(s) in the unrebutted
13 verified commercial affidavits, contract agreement, and/or self-executing contract
14 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), Defendants individually
15 and collectively, fully agree, that House Joint Resolution 192 of June 5, 1933, Public
16 Law 73-10 expressly stipulates, '**every provision** contained in or made with respect
17 to any obligation which purports to give the obligee a right to require payment in
18 gold or a particular kind of coin or currency, or in an amount in money of the
19 United States measured thereby, **is declared to be against public policy; and no**
20 **such provision shall be contained in or made with respect to any obligation**
21 **hereafter incurred. Every obligation**, heretofore of hereafter incurred, whether or
22 not any such provision is contained therein or made with respect thereto, **shall be**
23 **discharged** upon payment, **dollar for dollar**, in **any coin** or **currency** which at the
24 time of payment is legal tender for public and private debts. A Library of Congress
25 Certified Copy of *The Public Statutes at Large of the United States of America* from
26 March 1933 to June 1934: House Joint Resolution 192 of June 5, 1933, Public Law
27 73-10. See **Exhibit H**.

28 //

1 45. As considered, agreed, and stipulated by Defendant(s) in the unrebutted
2 verified commercial affidavits, contract agreement, and/or self-executing contract
3 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), Defendants individually
4 and collectively, fully agree that **Gold Reserve Act of 1934, Public Law 73-87, Title**
5 **III, Section 3**, stipulates: "(a) every provision contained in or made with respect to
6 any obligation which purports to give the obligee a right to **require payment in**
7 **gold or a particular kind of coin or currency** of the United States, or in an amount
8 in money of the United States measured thereby, **is declared to be against public**
9 **policy**. (b) Every obligation, heretofore or hereafter incurred, shall be discharged
10 upon payment, dollar for dollar, in any coin or currency which at the time of
11 payment is legal tender for **public and private** debts.

GENERALLY ACCEPTED AUDITING STANDARDS (GAAS)

13 46. As considered, agreed, and stipulated by Defendant(s) in the unrebutted
14 verified commercial affidavits, contract agreement, and/or self-executing contract
15 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), Defendants never at any
16 time risked any of its assets and truly only exchanged the GENUINE ORIGINAL
17 PROMISSORY NOTE for "credit" according to the **Federal Reserve Generally**
18 **Accepted Auditing Standards (GAAS)** with the FEDERAL RESERVE SYSTEM.

19 47. As considered, agreed, and stipulated by Defendant(s) in the unrebutted
20 verified commercial affidavits, contract agreement, and/or self-executing contract
21 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), GAAP is intended to
22 **ensure consistency among financial records, financial transparency, and**
23 **protection from fraud or misleading company reports**.

GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (GAAP)

25 48. As considered, agreed, and stipulated by Defendant(s) in the unrebutted
26 verified commercial affidavits, contract agreement, and/or self-executing contract
27 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), Defendants never at any
28 time risked any of its assets and truly only exchanged the GENUINE ORIGINAL

1 PROMISSORY NOTE for “credit” according to the **Generally Accepted Accounting**
2 **Principles (GAAP)**. ‘Banks’ are **required** to adhere Generally Accepted Accounting
3 Principles and as **evidenced** by, **12 U.S.C 1831n - ‘Accounting objectives,**
4 **standards, and requirements’**: [“(2) Standards (A)Uniform accounting principles
5 consistent with **GAAP** Subject to the requirements of this chapter and any other
6 provision of Federal law, the accounting principles applicable to reports or
7 statements required to be filed with Federal banking agencies by all **insured**
8 **depository institutions** shall be uniform and consistent with generally accepted
9 accounting principles.”]

10 49.As considered, agreed, and stipulated by Defendant(s) in the unrebutted
11 verified commercial affidavits, contract agreement, and/or self-executing contract
12 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), **GAAP** follows an
13 accounting convention that lies at the heart of the **double-entry bookkeeping**
14 **system** called the **Matching Principle**. This principle works are follows: when a
15 bank accepts bullion, coin, currency, drafts, promissory notes, or any other similar
16 instruments (hereinafter “instruments”) from customers and deposits or records the
17 instruments as assets, it must record offsetting liabilities that match the assets that it
18 accepted from customers. **The liabilities represent the amounts that the bank**
19 **owes the customers**, funds accepted from customers. If a fractional reserve banking
20 system like the United States banking system, most of the funds advanced to
21 borrowers (assets held by banks) are created by the banks, once they purchase/
22 acquire the TRUE Creditor’s Asset (NOTE, ORDER, DRAFT, LETTER OF CREDIT,
23 MONEY ORDER, SECURITY, ETC.) and are not merely transferred from one set of
24 depositors to another set of borrowers. Said Asset remains a Asset to Plaintiffs.

25 **12 U.S.C. § 83: ‘No national bank shall make any loan or discount**
26 **on the security of the shares of its own capital stock’**

27 50.As considered, agreed, and stipulated by Defendant(s) in the unrebutted verified
28 commercial affidavits, contract agreement, and/or self-executing contract security

1 agreement(s) (Exhibits I, J, K, L, N, P, R, and T), it is indisputable fact that as under 12
2 U.S.C. § 83 - 'Loans by bank on its own stock: 'No national bank shall make any loan or
3 discount on the security of the shares of its own capital stock.'

4 12 U.S.C. 1813(L)(1): The term 'Deposit' Defined

5 51. As considered, agreed, and stipulated by Defendant(s) in the unrebutted
6 verified commercial affidavits, contract agreement, and/or self-executing contract
7 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), as under **12 U.S.C. 1813(L)**
8 **(1)**, [“]the term ‘deposit’ means – the unpaid balance of money or its equivalent
9 received or held by a bank or savings association in the usual course of business
10 and **for which it has given or is obligated to give credit**, either conditionally or
11 unconditionally, to a commercial, checking, savings, time, or thrift account, or
12 which is evidenced by its certificate of deposit, thrift certificate, investment
13 certificate, certificate of indebtedness, or other similar name, or a check or draft
14 drawn against a deposit account and certified by the bank or savings association, or
15 a letter of credit or a traveler’s check on which the bank or savings association is
16 primarily liable: Provided, That, without limiting the generality of the term “**money**
17 **or its equivalent**”, **any such account or instrument must be regarded as**
18 **evidencing** the receipt of the **equivalent of money when credited or issued in**
19 **exchange** for checks or drafts **or for a promissory note** upon which the person
20 obtaining any such **credit** or instrument is primarily or secondarily liable, **or** for a
21 charge against a deposit account, **or** in settlement of **checks, drafts**, or other
22 instruments forwarded to such bank or savings association for collection.[“]

23 52. As considered, agreed, and stipulated by Defendant(s) in the
24 unrebutted verified commercial affidavits, contract agreement, and/or self-
25 executing contract security agreement(s) (Exhibits I, J, K, L, N, P, R, and T),
26 Defendants individually and collectively, fully agree 1that **Under Title 12**
27 **U.S.C. 1813(L)(1)** when the purported borrower gives, deposits, or surrenders or the
28 subsequent **supposed** loan owner obtains the PROMISSORY NOTE, it becomes a

1 CASH ITEM and Defendant(s), and/or their Corporation, parent Corporation and
2 other subsidiaries are required to give the **purported** borrower a **CASH RECEIPT**.
3 The deposit of Plaintiff's promissory note was made to a demand deposit account
4 Defendant(s), and/or their Corporation, parent Corporation and other subsidiaries
5 are required to show it on THEIR books, but **instead YOU/THEY do an offset** entry
6 and **intentionally fail** to give the **purported borrower and/or Affiant a CASH**
7 **RECEIPT**.

8 53.As considered, agreed, and stipulated by Defendant(s) in the unrebutted
9 verified commercial affidavits, contract agreement, and/or self-executing contract
10 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), Defendants individually
11 and collectively, fully agree that Article 1, Section 10 of the Constitution expressly
12 **stipulates:** 'No State shall enter into any Treaty, Alliance, or Confederation; grant
13 Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make any Thing
14 but gold and silver Coin a Tender in Payment of Debts; pass any Bill of Attainder,
15 ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title
16 of Nobility.'

17 54.As considered, agreed, and stipulated by Defendant(s) in the unrebutted
18 verified commercial affidavits, contract agreement, and/or self-executing contract
19 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), Defendants individually
20 and collectively, fully agree that Plaintiff(s) is/are the Creditor(s) and the source of
21 all equity used for the acquisition of the Property, and the holder in due course of all
22 assets, as evidenced by **UCC1 filing #2024385925-4** and **#2024385935-1**, and **UCC3**
23 **filing #2024410323-9** and **2024411189-0** (Exhibits A, B, C, and D).

24 55.As considered, agreed, and stipulated by Defendant(s) in the unrebutted
25 verified commercial affidavits, contract agreement, and/or self-executing contract
26 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), the forms 1099-A, 1099-C,
27 and 1099-OID have been filed and Accepted by the Internal Revenue Service,
28 correctly and appropriately listing Plaintiff(s) as "LENDER" and "PAYER," and

1 Defendant(s) as BORROWER and "RECIPIENT," indicating discharge, settlement
2 and satisfaction of any **purported** obligation. Each form is attached hereto as
3 **Exhibits Y, Z, AA, BB, CC, DD** respectively, as follows:

- 4 • **Exhibit Y:** 2022 form 1099-A, for \$252,700.
- 5 • **Exhibit Z:** 2022 form 1099-OID, for \$252,700
- 6 • **Exhibit AA:** 2022 form 1099-C, for \$252,700.
- 7 • **Exhibit BB:** 2022 form 1099-OID, for \$252,700.
- 8 • **Exhibit CC:** 2022 form 1099-A, for \$252,700.
- 9 • **Exhibit DD:** 2022 form 1099-A, for \$1,023,416.35.
- 10 • **Exhibit EE:** 2022 form 1099-C, for \$1,023,416.35.
- 11 • **Exhibit FF:** 2022 form 1099-OID, for \$1,023,416.35.
- 12 • **Exhibit GG:** 2023 form 1099-C, for \$252,700.
- 13 • **Exhibit HH:** 2024 form 1099-OID, for \$300,000.
- 14 • **Exhibit II:** 2024 form 1099-A, for \$300,000.

15 56. As considered, agreed, and stipulated by Defendant(s) in the unrebutted
16 verified commercial affidavits, contract agreement, and/or self-executing contract
17 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), the negotiable instrument,
18 titled 'BUYER'S FINAL SETTLEMENT STATEMENT,' valued at \$1,023,416.35, has
19 been accepted for its assessed value and returned for setoff and discharge of the
20 obligation as defined under 18 U.S.C. § 8. This action aligns with House Joint
21 Resolution 192 of June 5, 1933 (Public Law 73-10), as well as U.C.C. §§ 3-603, 3-311,
22 3-104, Article I, Section 10, and Article IV of the Constitution, affirming the
23 Republic's form of government. The 'BUYER'S FINAL SETTLEMENT
24 STATEMENT,' attached hereto as **Exhibit JJ** and incorporated herein by reference.

25 57. As considered, agreed, and stipulated by Defendant(s) in the unrebutted
26 verified commercial affidavits, contract agreement, and/or self-executing contract
27 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), the 'Affidavit of WALKER
28 TODD,' a professional Witnesses and former Federal Reserve Attorney, further

1 evidences that **Plaintiffs are the TRUE Creditors**. The signed copy of the 'Affidavit
2 of WALKER TODD,' attached hereto as **Exhibit KK** and incorporated herein by
3 reference.

4 58.As considered, agreed, and stipulated by Defendant(s) in the unrebutted
5 verified commercial affidavits, contract agreement, and/or self-executing contract
6 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), Defendant(s) has/have
7 been **paid in full** for **any purported** "contract" and/or obligation.

8 59.As considered, agreed, and stipulated by Defendant(s) in the unrebutted
9 verified commercial affidavits, contract agreement, and/or self-executing contract
10 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), the unrebutted affidavits
11 themselves serve as **prima facie evidence** of **fraud, embezzlement, fraud, larceny,**
12 **intensity theft, conspiracy, deprivation of rights under the color of law, extortion.**
13 **coercion, injury and damage to Affiant and proof of claim. See *United States v. Kis,***
14 **658 F.2d, 526 (7th Cir. 1981), "Appellee had the burden of first proving its prima**
15 **facie case and could do so by affidavit or other evidence."**

16 60.As considered, agreed, and stipulated by Defendant(s) in the unrebutted
17 verified commercial affidavits, contract agreement, and/or self-executing contract
18 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), Defendants have
19 **individually and collectively admitted the statements and claims** by TACIT
20 **PROCURATION**, all issues are deemed **settled RES JUDICATA, STARE**
21 **DECISIS** and by **COLLATERAL ESTOPPEL**.

22 **LEGAL STANDARDS, MAXIMS, AND PRECEDENT**

23 **61.AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN**
24 **COMMERCE.** (12 Pet. 1:25; Heb. 6:13-15); "He who does not deny, admits."

25 **62. AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN**
26 **COMMERCE.** (Heb. 6:16-17); 'There is nothing left to resolve.'

27 **63.TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.** (Lev.
28 5:4-5; Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5: 12).

1 64. IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE
2 EXPRESSED. (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). -- **Legal maxim:** 'To lie is to
3 go against the mind.'

4 65. HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.
5 (Book of Job; Mat. 10:22) -- **Legal maxim:** 'He who does not repel a wrong
6 when he can occasions it.'

7 66. IN COMMERCE TRUTH IS SOVEREIGN. (Exodus 20:16; Ps. 117:2;
8 John 8:32; II Cor. 13:8) Truth is sovereign -- and the Sovereign tells only the
9 truth.

10 67. WORKMAN IS WORTHY OF HIS HIRE. The first of these is
11 expressed in Exodus 20:15; Lev. 19:13; Mat. 10:10; Luke 10"7; II Tim. 2:6. **Legal**
12 **maxim:** 'It is against equity for freemen not to have the free disposal of their
13 own property.'

14 68. ALL ARE EQUAL UNDER THE LAW. (God's Law - Moral and
15 Natural Law). Exodus 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat.
16 22:36-40; Luke 10:17; Col. 3:25. 'No one is above the law.'

17 69. "Statements of **fact** contained in affidavits which are **not** rebutted by the
18 opposing party's **affidavit or pleadings** may be accepted as **true** by the trial
19 court." --Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976).

20 70. See, *Sieb's Hatcheries, Inc. v. Lindley*, 13 F.R.D. 113 (1952)., "Defendant(s)
21 made no request for an extension of time in which to answer the request for
22 admission of facts and filed only an unsworn response within the time
23 permitted," thus, under the specific provisions of Ark. and *Fed. R. Civ. P. 36*,
24 the facts in question were **deemed admitted as true. Failure to answer is**
25 **well established in the court.** *Beasley v. U. S.*, 81 F. Supp. 518 (1948)., "I,
26 therefore, hold that the requests **will be considered as having been**
27 **admitted.**" Also as previously referenced, "Statements of **fact** contained in
28 affidavits which are **not** rebutted by the opposing party's **affidavit or**

1 **pleadings may**[must] be accepted as **true** by the trial court." --Winsett v.
2 Donaldson, 244 N.W.2d 355 (Mich. 1976).

3 71."The state **cannot** diminish **Rights** of the **people**." – Hurtado vs.
4 California, 110 US 516.

5 72."Public officials are not immune from suit when they transcend their
6 lawful authority by invading constitutional **rights**." – AFLCIO v. Woodward,
7 406 F2d 137 t.

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

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

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

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

23 77. "**All are presumed to know the law.**" San Francisco Gas Co. v.
24 Brickwedel (1882), 62 C. 641; Dore v. Southern Pacific Co. (1912), 163 C. 182,
25 124 P. 817; People v. Flanagan (1924), 65 C.A. 268, 223 P. 1014; Lincoln v.
26 Superior Court (1928), 95 C.A. 35, 271 P. 1107; San Francisco Realty Co. v.
27 Linnard (1929), 98 C.A. 33, 276 P. 368.

28 //

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

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

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

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

17 *FIRST CAUSE OF ACTION*

18 **(For Fraud against all Defendants)**

19 82. Plaintiffs re-allege and incorporate paragraphs 1 through 81 as if set forth
20 herein.

21 83. Defendants have **willfully and intentionally** engaged in fraudulent conduct
22 by knowingly misrepresenting material facts related to the title and authority to
23 conduct a trustee's sale. This misconduct includes the creation of false claims of
24 debt, the placement of fraudulent documents in the mail or other authorized
25 depositories, and the initiation of legal proceedings devoid of lawful or legal basis.

26 84. **18 U.S. Code § 1341 - Frauds and swindles**, expressly stipulates: "**whoever,**
27 **having devised or intending to devise any scheme or artifice to defraud, or for**
28 **obtaining money or property by means of false or fraudulent pretenses,**

1 **representations, or promises**, or to sell, dispose of, loan, exchange, alter, give away,
2 distribute, supply, or furnish or procure for unlawful use any counterfeit or
3 spurious coin, obligation, **security, or other article**, or anything represented to be or
4 intimated or held out to be such counterfeit or spurious article, for the purpose of
5 executing such scheme or artifice or attempting so to do, **places in any post office**
6 or authorized depository for mail matter, any matter or thing whatever to be sent or
7 delivered by the Postal Service, or deposits or causes to be deposited any matter or
8 thing whatever to be sent or delivered by any private or commercial interstate
9 carrier, or takes or receives therefrom, any such matter or thing, or knowingly
10 causes to be delivered by mail or such carrier according to the direction thereon, or
11 at the place at which it is directed to be delivered by the person to whom it is
12 addressed, **any such matter or thing, shall be fined under this title or imprisoned**
13 **not more than 20 years, or both.** If the violation occurs in relation to, or involving
14 any benefit authorized, transported, transmitted, transferred, disbursed, or paid in
15 connection with, a presidentially declared major disaster or emergency (as those
16 terms are defined in section 102 of the Robert T. Stafford Disaster Relief and
17 Emergency Assistance Act (42 U.S.C. 5122)), or affects a financial institution, such
18 person shall be fined not more than \$1,000,000 or imprisoned not more than **30**
19 **years, or both."**

20 //

21 //

22 ***SECOND (2nd) CAUSE OF ACTION***

23 **(For Breach of Contract against all Defendants)**

24 85. Plaintiffs re-allege and incorporate paragraphs 1 through 84 as if set forth
25 herein.

26 86. Defendants willfully and intentionally breached contractual obligations by
27 failing to honor the terms set forth in the underlying Contract and Security
28 Agreements between the parties.

1 87. Defendants' breach includes, but is not limited to, the failure to perform
2 specified duties, the pursuit of false claims of debt, and the unauthorized initiation
3 of foreclosure or trustee sale actions against Plaintiffs without proper contractual or
4 legal authority.

5 88. This conduct constitutes a violation of both the express and implied terms of
6 the agreement, including Defendants' obligations to act in good faith and to deal
7 fairly with Plaintiffs, resulting in substantial financial harm and damages to
8 Plaintiffs.

9 89. Pursuant to U.C.C. § 2-202, which establishes the parol evidence rule and
10 affirms the final written expression of a contract, Defendants are bound by the
11 agreed-upon terms that constitute the complete and exclusive statement of the
12 agreement.

13 90. Defendants received, considered, and accepted the offer and final expression
14 of the contract as defined under U.C.C. provisions.

15 91. This acceptance is evidenced through Defendants' acquiescence to the
16 un rebutted affidavit, affidavit certificate of non-response, default, and the judgment
17 and lien authorization, all of which were duly received by Defendants.

18 92. Defendants' agreement to these terms thereby creates binding obligations
19 under **U.C.C. Article 2** as well as other relevant sections, such as **U.C.C. § 1-201**,
20 defining general obligations, and **U.C.C. § 2-204**, governing contract formation.

21 93. Despite these clear terms, Defendants, through various improper and bad-
22 faith actions, breached the contract by failing to settle and close the account,
23 refusing to reconvey the title free of encumbrances, and neglecting to settle the debt
24 owed to Plaintiffs.

25 94. Defendants also failed to cease any illegal, unlawful, and unconstitutional
26 collection efforts on an undisputedly fraudulent debt, engaging in conduct that
27 included but was not limited to threats, violations of Plaintiffs' rights, racketeering,
28 paper terrorism, coercion, extortion, bank fraud, monopolization of trade and

1 commerce, restraint-of-trade violations, deprivation of rights, conspiracy under
2 color of law, breach of the implied covenant of good faith and fair dealing, identity
3 theft, and taking unreasonable positions that forced Plaintiffs into litigation.

4 95. This failure to perform, along with the unauthorized actions, directly violates
5 the terms and conditions of the express contract security agreements.

6 96. These actions constitute a material breach that has deprived Plaintiffs of the
7 benefit of their bargain, as defined under [U.C.C. § 2-202](#) and related provisions that
8 govern the enforceability of the final contract terms

9 ***THIRD (3rd) CAUSE OF ACTION***

10 **(For **Embezzlement** against all Defendants)**

11 97. Plaintiffs re-allege and incorporate paragraphs 1 through 96 as if set forth
12 herein.

13 98. Defendants, through deceptive actions, embezzled funds and/or assets by
14 engaging in illegal, unlawful, and unconstitutional foreclosure actions and
15 transferring or attempting to transfer ownership of Plaintiff's property without
16 standing or authorization, resulting in a fraudulent claim to the property.

17 99. **18 U.S. Code § 656 - Theft, embezzlement, or misapplication by bank**
18 **officer or employee**, expressly stipulates: "**Whoever**, being an officer, director,
19 agent or employee of, or connected in any capacity with any Federal Reserve bank,
20 member bank, depository institution holding company, national bank, insured
21 bank, branch or agency of a foreign bank, or organization operating under section
22 25 or section 25(a)[1] of the Federal Reserve Act, or a receiver of a national bank,
23 insured bank, branch, agency, or organization or any agent or employee of the
24 receiver, or a Federal Reserve Agent, or an agent or employee of a Federal Reserve
25 Agent or of the Board of Governors of the Federal Reserve System, **embezzles**,
26 abstracts, purloins or **willfully misapplies any of the moneys, funds or credits of**
27 **such bank**, branch, agency, or organization or **holding company or any moneys,**
28 **funds, assets or securities intrusted** to the custody or care of such bank, branch,

1 agency, or organization, or holding company or to the custody or care of any such
2 agent, officer, director, employee or receiver, **shall be** fined not more than \$1,000,000
3 **or imprisoned not more than 30 years, or both**.....As used in this section, the term
4 “national bank” is synonymous with “national banking association”; “member
5 bank” means and includes any national bank, state bank, or bank and trust
6 company which has become a member of one of the Federal Reserve banks;
7 “insured bank” includes any bank, banking association, trust company, savings
8 bank, or other banking institution, the deposits of which are insured by the Federal
9 Deposit Insurance Corporation; and the term “branch or agency of a foreign
10 bank” means a branch or agency described in section 20(9) of this title. For
11 purposes of this section, the term “depository institution holding company” has the
12 meaning given such term in section 3 of the Federal Deposit Insurance Act.”

13 ***FOURTH (4th) CAUSE OF ACTION***

14 **(For Identity Theft against all Defendants)**

15 100. Plaintiffs re-allege and incorporate paragraphs 1 through 99 as if set forth
16 herein.

17 101. Defendants unlawfully used Plaintiff’s identity, including estate and trust
18 information, to create false financial instruments and misrepresentations in the
19 course of attempting to foreclose and encumber the subject property without
20 consent or legal authority. In furtherance of their fraudulent actions.

21 102. Defendants also forged Plaintiff’s signature and obtained it under false
22 pretenses, using these falsified documents to advance their unlawful claims and
23 continue the fraudulent foreclosure process.

24 103. **18 U.S. Code § 1025**, expressly stipulates: “**Whoever**, upon any waters or
25 vessel **within the special maritime and territorial jurisdiction of the United**
26 **States, by any fraud, or false pretense**, obtains from any person anything of value,
27 or procures the execution and delivery of **any instrument** of writing **or conveyance**
28 **of real or personal property**, or the signature of any person, as maker, endorser, or

1 guarantor, to or upon any bond, bill, receipt, promissory note, draft, or check, or
2 any other evidence of indebtedness, or fraudulently sells, barter, or disposes of
3 any bond, bill, receipt, promissory note, draft, or check, or other evidence of
4 indebtedness, for value, knowing the same to be worthless, **or knowing the**
5 **signature of the maker, endorser, or guarantor thereof to have been obtained by**
6 **any false pretenses, shall be** fined under this title **or imprisoned not more than**
7 **five years, or both."**

8 104. **18 U.S. Code § 1028A - Aggravated identity theft**, expressly stipulates: "In
9 general. — **Whoever**, during and in relation to any felony violation enumerated in
10 subsection (c), knowingly transfers, possesses, or uses, without lawful authority, a
11 means of identification of another person **shall, in addition to the punishment**
12 **provided for such felony, be sentenced to a term of imprisonment of 2 years.** (2)
13 Terrorism offense. — **Whoever**, during and in relation to any felony violation
14 enumerated in section 2332b(g)(5)(B), knowingly transfers, possesses, or uses,
15 without lawful authority, a means of identification of another person or a false
16 identification document **shall, in addition to the punishment provided for such**
17 **felony, be sentenced to a term of imprisonment of 5 years."**

18 //

19 ***FIFTH (5th) CAUSE OF ACTION***

20 **(For Monopolization of Trade and Commerce against all Defendants)**

21 105. Plaintiffs re-allege and incorporate paragraphs 1 through 104 as if set forth
22 herein.

23 106. Defendant(s), in violation of **15 U.S.C. § 2**, willfully engaged in
24 monopolization of trade and commerce by manipulating financial systems and
25 processes to further their fraudulent objectives. Specifically, Defendant(s) engaged
26 in bank fraud by fabricating false debts, creating fraudulent security interests, and
27 utilizing financial institutions to process illegal foreclosure actions and fraudulent
28 claims against the subject property. These actions were part of a larger scheme to

1 monopolize trade and commerce through unfair practices, restraining competition
2 and depriving Plaintiff of rightful property and legal protections under the law.

3 107. Plaintiffs made a tender of payment through various debt instruments,
4 including a Bill of Exchange, Forms 1099-A, 1099-OID, 1099-C, Banker's
5 Acceptance, Letter of Credit, and other Negotiable Instruments as defined by
6 **U.C.C. § 3-104**. Despite these good faith efforts to settle and resolve the matter and
7 properly assess taxes, Defendants willfully and intentionally violated Plaintiff's
8 rights and disregarded the law and public policy, including but not limited to
9 **House Joint Resolution 192 of June 5, 1933 (Public Law 73-10)**, U.C.C. §§ 3-603,
10 3-311, 3-104, House Joint Resolution 348 (Public Resolution No. 63), Gold Reserve
11 Act of 1934 (Public Law 73-87, Title III, Section 3), Bill of Exchange Act of 1882, 18
12 U.S.C § 8, 12 U.S.C § 411, 12 U.S.C. § 1813(l), 31 U.S. Code § 5103.

13 108. **15 U.S.C. § 2**, expressly stipules: "Every person who shall monopolize, or
14 attempt to monopolize, or combine or conspire with any other person or persons,
15 to monopolize any part of the trade or commerce among the several States, or with
16 foreign nations, **shall be deemed guilty of a felony**, and, on conviction thereof,
17 **shall be** punished by fine not exceeding \$100,000,000 if a corporation, or, if any
18 other person, \$1,000,000, or by imprisonment not exceeding **10 years, or by both**
19 said punishments, **in the discretion of the court.**"

20 *SIXTH (6th) CAUSE OF ACTION*

21 **(For Deprivation of Rights against all Defendants)**

22 109. Plaintiffs re-allege and incorporate paragraphs 1 through 108 as if set forth
23 herein.

24 110. Defendant(s) willfully deprived Plaintiff of rights secured by the
25 Constitution and laws of the United States, specifically in violation of **42 U.S.C. §**
26 **1983** and **18 U.S.C. § 241**. Defendant(s), acting under color of law, engaged in
27 extortion by threatening the sale of Plaintiff's property through fraudulent
28 foreclosure proceedings. They coerced Plaintiff into complying with baseless and

1 unlawful financial demands under the imminent threat of losing their property.
2 These actions constitute a violation of Plaintiff's due process rights under the **Fifth**
3 **and Fourteenth Amendments** of the U.S. Constitution. Furthermore, by conspiring
4 to deprive Plaintiff of their constitutional rights, Defendant(s) have violated **18**
5 **U.S.C. § 241**, which criminalizes conspiracies to deprive individuals of their rights,
6 thus committing a federal offense and further reinforcing the unlawfulness of their
7 actions.

8 111. **18 U.S.C. § 241**, expressly stipulates: "If two or more persons conspire to
9 injure, oppress, threaten, or intimidate any person in any State, Territory,
10 Commonwealth, Possession, or District in the free exercise or enjoyment of any
11 right or privilege secured to him by the Constitution or laws of the United States, or
12 because of his having so exercised the same; or If two or more persons go in
13 disguise on the highway, or on the premises of another, with intent to prevent or
14 hinder his free exercise or enjoyment of any right or privilege so secured – They
15 **shall be** fined under this title **or imprisoned** not more than **ten years, or both.**"

16 *SEVENTH CAUSE OF ACTION*

17 **(For Receiving Extortion Proceeds against all Defendants)**

18 112. Plaintiffs re-allege and incorporate paragraphs 1 through 111 as if set forth
19 herein.

20 113. Defendant(s) employed coercive tactics, including the unlawful initiation of
21 foreclosure, threats, and false claims of authority, to compel Plaintiff to act against
22 their interests and submit to fraudulent claims. These actions constitute a violation
23 of **18 U.S.C. § 880**, which criminalizes the receipt of extortion proceeds. By engaging
24 in these unlawful activities, Defendant(s) have unlawfully received and benefited
25 from extortion proceeds obtained through fraudulent means, thereby reinforcing
26 the wrongful nature of their actions and the resulting harm inflicted upon Plaintiff.

27 114. **18 U.S.C. § 880**, expressly stipulates: "**a person who receives, possesses,**
28 **conceals, or disposes of any money or other property which was obtained from**

1 the commission of any offense under this chapter that is punishable by
2 **imprisonment for more than 1 year**, knowing the same to have been unlawfully
3 obtained, **shall be imprisoned not more than 3 years, fined under this title, or**
4 **both."**

5 **EIGHTH (8th) CAUSE OF ACTION**
6 **(For False Pretenses all Defendants)**

7 115. Plaintiffs re-allege and incorporate paragraphs 1 through 114 as if set forth
8 herein.

9 116. Defendants **willfully and intentionally** engaged in fraudulent actions by
10 **knowingly misrepresenting material facts** and created '*fraud in the factum,*'
11 concerning the interest, ownership, title, and authority to file a 'notice of default
12 and intent to sell,' and/or conduct a trustee's sale, **undisputedly** operating under
13 **blatantly fraudulent and false pretenses**. - Ignorance of the law if no excuse.

14 117. Defendants **willfully and intentionally** created false claims of debt, placed
15 fraudulent documents in the post office or authorized depository for mail, and
16 initiated illegal proceedings that lack any lawful or legal basis.

17 118. 18 U.S. Code § 1025 False pretenses on high seas and other waters,
18 expressly stipulates: "**Whoever**, upon any waters or vessel **within the special**
19 **maritime and territorial jurisdiction of the United States**, by **any fraud, or false**
20 **pretense**, obtains from any person anything of value, or procures the execution and
21 delivery of **any instrument of writing or conveyance of real or personal property**,
22 or the signature of any person, as maker, endorser, or guarantor, to or upon any
23 bond, bill, receipt, promissory note, draft, or check, or any other evidence of
24 indebtedness, or fraudulently sells, barter, or disposes of any bond, bill, receipt,
25 promissory note, draft, or check, or other evidence of indebtedness, for value,
26 knowing the same to be worthless, **or knowing the signature of the maker,**
27 **endorser, or guarantor thereof to have been obtained by any false pretenses, shall**
28 **be fined under this title or imprisoned not more than five years, or both."**

1 119. 18 U.S. Code § 1341 - Frauds and swindles, expressly stipulates:
2 “**whoever, having devised or intending to devise any scheme or artifice to**
3 **defraud, or for obtaining money or property by means of false or fraudulent**
4 **pretenses, representations, or promises, or to sell, dispose of, loan, exchange,**
5 alter, give away, distribute, supply, or furnish or procure for unlawful use any
6 counterfeit or spurious coin, obligation, **security, or other article**, or anything
7 represented to be or intimated or held out to be such counterfeit or spurious
8 article, for the purpose of executing such scheme or artifice or attempting so
9 to do, **places in any post office** or authorized depository for mail matter, any
10 matter or thing whatever to be sent or delivered by the Postal Service, or
11 deposits or causes to be deposited any matter or thing whatever to be sent or
12 delivered by any private or commercial interstate carrier, or takes or receives
13 therefrom, any such matter or thing, or knowingly causes to be delivered by
14 mail or such carrier according to the direction thereon, or at the place at
15 which it is directed to be delivered by the person to whom it is addressed,
16 **any such matter or thing, shall be fined under this title or **imprisoned** not**
17 **more than 20 years, or both.** If the violation occurs in relation to, or involving
18 any benefit authorized, transported, transmitted, transferred, disbursed, or
19 paid in connection with, a presidentially declared major disaster or
20 emergency (as those terms are defined in section 102 of the Robert T. Stafford
21 Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122)), or affects a
22 financial institution, **such person shall be fined not more than \$1,000,000 or**
23 **imprisoned not more than 30 years, or both.”**

24 //

25 ***NINETH (9th) CAUSE OF ACTION***
26 **(For **Extortion** against all Defendants)**

27 120. Plaintiffs re-allege and incorporate paragraphs 1 through 119 as if set
28 forth herein.

1 **121.18 U.S. Code § 878** - Threats and extortion against foreign officials,
2 official guests, or internationally protected persons, expressly stipulates: “(a)
3 Whoever knowingly and willfully threatens to violate section 112, 1116,
4 or 1201 **shall be fined under this title or imprisoned not more than five**
5 **years, or both**, except that imprisonment for a threatened assault shall not
6 exceed three years. (b)Whoever in connection with any violation of
7 subsection (a) or actual violation of section 112, 1116, or 1201 makes any
8 extortionate demand **shall be fined under this title or imprisoned not more**
9 **than twenty years, or both**. (c) For the purpose of this section “foreign
10 **official**”, “internationally protected person”, “national of the United
11 **States**”, and “official guest” **shall have the same meanings** as those
12 provided in section 1116(a) of this title. (d) If the victim of an offense under
13 subsection (a) is an internationally protected person outside the United States,
14 the United States **may** exercise jurisdiction over the offense if (1) the victim is
15 a representative, officer, employee, or agent of the United States, (2) an
16 offender is a national of the United States, or (3) an offender is afterwards
17 found in the United States. As used in this subsection, the United States
18 includes all areas under the jurisdiction of the United States including any of
19 the places within the provisions of sections 5 and 7 of this title and section
20 46501(2) of title.”

21 **TENTH (10th) CAUSE OF ACTION**

22 **(For Racketeering against all Defendants)**

23 122. Plaintiff re-alleges and incorporate paragraphs 1 through 121 as if set forth
24 herein.

25 123. Defendants **willfully and intentionally** engaged in **fraudulent actions**
26 by **knowingly misrepresenting material facts** and creating ‘*fraud in the*
27 *factum*’ concerning interest, ownership, title, and authority to file a ‘notice of
28 default and intent to sell’ and/or conduct a trustee's sale, operating under

1 blatantly false pretenses. This conduct constitutes racketeering under **18**
2 **U.S.C. § 1961 et seq.**, as Defendants engaged in a pattern of fraudulent and
3 illegal activities aimed at unlawfully depriving Plaintiff of their property
4 rights.

5 124. Defendants **willfully and intentionally** created false claims of debt,
6 placed fraudulent documents in the post office or authorized depository for
7 mail, and initiated illegal proceedings that lack any lawful or legal basis.
8 Their actions reflect an ongoing scheme to defraud and extort through
9 racketeering activities, further underscoring the **criminal nature** of their
10 conduct.

11 125. **18 U.S. Code § 1961 - Definitions**, express stipulates: “(1) ‘**racketeering**
12 **activity**’ means (A) any act or threat involving murder, kidnapping, gambling,
13 arson, robbery, bribery, **extortion**, dealing in obscene matter, or dealing in a
14 controlled substance or listed chemical (as defined in section 102 of the Controlled
15 Substances Act), which is chargeable under State law and punishable by
16 **imprisonment for more than one year**; (B) **any act** which is indictable under any of
17 the following provisions of title 18, United States Code: ... **Sections 891–894**
18 **(relating to extortionate credit transactions)**, section 932 (relating to straw
19 purchasing), section 933 (relating to trafficking in firearms), section 1028 (relating to
20 fraud and related activity in connection with identification documents), section
21 1029 (relating to fraud and related activity in connection with access devices),
22 section 1084 (relating to the transmission of gambling information), **section 1341**
23 **(relating to mail fraud)**, **section 1343 (relating to wire fraud)**, **section 1344**
24 **(relating to financial institution fraud)**, section 1351 (relating to fraud in foreign
25 labor contracting), section 1425 (relating to the procurement of citizenship or
26 nationalization unlawfully), section 1426 (relating to the reproduction of
27 naturalization or citizenship papers), section 1427 (relating to the sale of
28 naturalization or citizenship papers), sections 1461–1465 (relating to obscene

1 matter), **section 1503 (relating to obstruction of justice),... section 1951 (relating**
2 **to interference with commerce, robbery, or extortion), section 1952 (relating to**
3 **racketeering)**, section 1953 (relating to interstate transportation of wagering
4 paraphernalia), section 1954 (relating to unlawful welfare fund payments), section
5 1955 (relating to the prohibition of illegal gambling businesses), **section 1956**
6 **(relating to the laundering of monetary instruments), section 1957 (relating to**
7 **engaging in monetary transactions in property derived from specified unlawful**
8 **activity), ... sections 2314 and 2315 (relating to interstate transportation of stolen**
9 **property)**, section 2318 (relating to trafficking in counterfeit labels for
10 phonorecords, computer programs or computer program documentation or
11 packaging and copies of motion pictures or other audiovisual works), **section 2319**
12 **(relating to criminal infringement of a copyright)**, section 2319A (relating to
13 unauthorized fixation of and trafficking in sound recordings and music videos of
14 live musical performances), **section 2320 (relating to trafficking in goods or**
15 **services bearing counterfeit marks)."**

16 ***ELEVENTH (11th) CAUSE OF ACTION***

17 **(For Bank Fraud against all Defendants)**

18 126. Plaintiffs re-allege and incorporate paragraphs 1 through 125 as if set forth
19 herein.

20 127. Defendants willfully and intentionally violated 18 U.S. Code § 1344 - Bank
21 Fraud, which expressly stipulates: "**Whoever knowingly executes, or attempts to**
22 **execute**, a scheme or artifice – (1) to defraud a financial institution; or (2) to obtain
23 any of the **moneys, funds, credits, assets, securities, or other property** owned by,
24 or under the custody or control of a financial institution, by means of false or
25 fraudulent pretenses, representations, or promises; shall be fined not more than
26 **\$1,000,000** or imprisoned not more than **30 years, or both.**" Defendants engaged in a
27 scheme to defraud the financial institution by placing fraudulent claims on the
28 property, misrepresenting ownership, and creating false debt instruments, all while

1 under false pretenses. Their actions were designed to obtain funds, securities, and
2 assets unlawfully, further violating Plaintiff's rights and causing financial harm."

3 **TWELFTH (12th) CAUSE OF ACTION**

4 **(For Transportation of stolen goods, securities, moneys against all**
5 **Defendants)**

6 128. Plaintiffs re-allege and incorporate paragraphs 1 through 127 as if set forth
7 herein.

8 129. Defendants willfully and knowingly violated 18 U.S. Code § 2314 -
9 Transportation of Stolen Goods, Securities, Moneys by engaging in the unlawful
10 transportation, transmission, and transfer of stolen, converted, and fraudulently
11 obtained goods, **securities, and moneys** across state lines. Defendants wrongfully
12 acquired Plaintiff's property and financial interests, including but not limited to real
13 property, negotiable instruments, and other assets, all of which exceed \$5,000 in
14 value.

15 130. Defendants participated in **fraudulent transfers of assets** and securities,
16 such as forged deeds and fabricated financial documents, knowing these to have
17 been wrongfully acquired. These actions were conducted with the specific intent to
18 defraud Plaintiff(s), and these stolen securities and goods were transported across
19 state lines to further Defendants' unlawful enterprise.

20 131. Defendants, despite knowing that the property was wrongfully obtained,
21 conspired to transport and transfer these goods in direct violation of **18 U.S. Code §**
22 **2314**, which expressly states: "Whoever transports, transmits, or transfers in
23 interstate or foreign commerce any goods, wares, merchandise, **securities, or**
24 **money**, of the value of \$5,000 or more, knowing the same to have been stolen,
25 converted, or taken by fraud... shall be fined under this title or imprisoned not more
26 than **ten years, or both.**"

27 132. In particular, the fraudulent and unlawful transfer of property, including
28 but not limited to financial securities, was executed as part of Defendants' scheme

1 to deprive Plaintiff(s) of their rightful assets, without any legal authority or
2 justification.

3 133. Defendants' actions have caused **irreparable harm** and **financial loss** to
4 Plaintiff(s), who have been **deprived of their property** and **forced** into legal
5 proceedings to recover said assets, prevent further paper terrorism from
6 Defendants, and to protect their rights.

7 ***THIRTEENTH (13th) CAUSE OF ACTION***
8 **(For **Slander of Title** against all Defendants)**

9 134. Plaintiffs re-allege and incorporate paragraphs 1 through 133 as if set forth
10 herein.

11 135. Plaintiffs claim slander of title due to the Defendants' false, malicious, and
12 improper statements or filings which have clouded the title to the property. These
13 actions have caused Plaintiffs injury, damaged Plaintiffs' right to the property, and
14 diminished its value. The aforementioned slander of title was not rebutted, and
15 Defendants fully accepted, through **silent acquiescence, tacit agreement, tacit**
16 **procuration**, and **unrebutted verified commercial affidavits**, the falsity of their
17 claims. This includes the signed USPS forms 3811 for relevant Notices, Affidavits,
18 and Contract Security Agreements, attached as **Exhibits I, J, K, L, M, N, O, P, Q, R,**
19 **S, and T**, confirming receipt and acceptance by Defendants.

20 ***FOURTEENTH (14th) CAUSE OF ACTION***
21 **(**Quiet Title** – Against all Defendants)**

22 136. Plaintiffs re-allege and incorporate paragraphs 1 through 135 as if set forth
23 herein.

24 137. Plaintiffs are the holder(s) in due course of all assets, tangible and
25 intangible, register and unregistered, **evidenced** by **UCC1 filing #2024385925-4** and
26 **#2024385935-1, UCC3 filing #20244103323-9** and **2024411189-0**, and the GRANT
27 DEED recorded in Official Records County of Riverside, DOC #2024-0291980, APN:
28 957-570-005, File No.: 37238 KH: Exhibits A, B, C, D, and E respectively.

1 138. Plaintiffs seek a judgment quieting title to the Property in their favor, free
2 and clear of any adverse claims by Defendants. The Contract and Security
3 Agreement stipulated and agreed that Defendants accepted a lien authorization
4 against them in the sum of \$30,000,000,000.00 USD. Said amount is supported by
5 **unrebutted verified commercial affidavits, and self-executing security**
6 **agreements, fully acknowledged** through Defendants' **non-response and**
7 **dishonor**, evidenced by Exhibits I, J, K, L, M, N, O, P, Q, R, S, and T , all of which
8 confirm Defendants' receipt and **agreement** by silent acquiescence, tacit
9 **agreement, and tacit procurement.**

10 //

11 //

12 ***FIFTEENTH (15th) CAUSE OF ACTION***

13 **(Interference with Commerce by Threats of Violence – Against**
14 **all Defendants)**

15 139. Plaintiffs re-allege and incorporate paragraphs 1 through 138 as if set forth
16 herein.

17 140. Defendants willfully and knowingly violated **18 U.S. Code § 1951**, also
18 known as the Hobbs Act, which prohibits actual or attempted interference with
19 commerce by threats, violence, or extortion.

20 141. Defendants intentionally engaged in conduct that involved making threats
21 of violence and intimidation against Plaintiffs, specifically intending to interfere
22 with Plaintiffs' lawful business and commercial activities.

23 142. Such conduct by Defendants was designed to instill fear and coerce
24 Plaintiffs into complying with unlawful demands, thereby infringing upon
25 Plaintiffs' rights to freely conduct business and commerce.

26 143. Defendants' actions included direct threats communicated via electronic
27 means, letters, and verbal communications, with the intent to hinder Plaintiffs'
28 economic and business interests.

1 144. This unlawful interference has resulted in substantial harm to Plaintiffs'
2 business operations, reputation, and financial standing, leading to economic
3 damages and severe emotional distress.

4 145. By engaging in threats of violence to interfere with commerce, Defendants
5 violated Plaintiffs' right to conduct business without unlawful disruption, a right
6 protected under both federal and state laws.

7 146. Plaintiffs demand that the Court hold Defendants liable for their intentional
8 and malicious interference with commerce through threats of violence, in violation
9 of **18 U.S. Code § 1951**.

10 147. Plaintiffs seek compensatory and punitive damages, injunctive relief to
11 prevent future interference, **and any additional** relief the Court deems appropriate.

12 ***SIXTEENTH (16th) CAUSE OF ACTION***

13 **(Declaratory Judgement and Relief – Against all Defendants)**

14 148. Plaintiffs re-allege and incorporate paragraphs 1 through 147 as if set forth
15 herein.

16 149. **Breach of Contract:** Plaintiffs seek a declaratory judgment to affirm the
17 terms and conditions laid out in the Contract Security Agreement, including the
18 determination of Defendants' liability. The failure of Defendants to rebut Plaintiffs'
19 commercial affidavits demonstrates tacit agreement to these terms.

20 150. **Deprivation of Rights:** Plaintiffs demand a declaratory judgment to affirm
21 their constitutional and statutory rights, particularly in the context of unlawful
22 actions taken by Defendants. This judgment would clarify the extent of the
23 Plaintiffs' rights and the Defendants' violations, including any impact on the
24 public's interest and rights. This declaratory relief is necessary to ensure that the
25 public record accurately reflects Plaintiffs' rights and the unlawful actions of
26 Defendants.

27 151. **Monopolization of Trade and Commerce:** Plaintiffs seek a declaratory
28 judgment to establish whether Defendants' actions constitute unlawful

1 monopolistic practices and to clarify the impact of these practices on Plaintiffs'
2 business interests and the public interest. This judgment will address the broader
3 implications of Defendants' monopolistic behavior on the market and public access
4 to fair trade practices.

5 152. **Bank Fraud:** Plaintiffs demand a declaratory judgment to confirm that
6 Defendants' actions constitute bank fraud under 18 U.S. Code § 1344, affirming the
7 fraudulent nature of the claims and transactions related to the financial institution.

8 153. **Slander of Title:** Plaintiffs seek a declaratory judgment to affirm the
9 validity of their title to the property and to address any defamatory statements or
10 claims made by Defendants that have clouded the title.

11 154. **Quiet Title:** Plaintiffs demand a declaratory judgment to establish that they
12 are the sole and exclusive owners of the property, free and clear of any claims or
13 interests asserted by Defendants. This includes confirming that the title is valid and
14 uncontested.

15 155. **Declaratory Judgment & Relief:** Plaintiffs seek a declaratory judgment that
16 Defendants, by failing to rebut the Plaintiffs' commercial affidavits, have agreed to
17 the terms and conditions laid out in the self-executing Contract Security
18 Agreement, including liability in the amount of **Thirty Billion and 00/100 U.S.**
19 **Dollars (\$30,000,000,000.00)**. Supporting evidence includes **Exhibits "A" through**
20 **"BB"** demonstrating Defendants' disputable tacit agreement, silence acquiescence,
21 non-response, and tacit procurement.

22 ***SEVENTEENTH (17th) CAUSE OF ACTION***

23 **(Summary Judgement – Against all Defendants)**

24 156. Plaintiffs re-allege and incorporate paragraphs 1 through 155 as if set forth herein.

25 157. Plaintiffs respectfully **move** for summary judgment in their favor based on
26 the clear, enforceable terms of the Contract and Security Agreement, and as a matter
27 of law. Pursuant to the Contract and Security Agreement, Defendant(s) explicitly
28 stipulated and accepted, by their conduct and inaction, a binding judgment,

1 summary judgment, and/or lien authorization (per U.C.C. § 9-509) in favor of
2 Plaintiffs. The contract establishes Defendant(s)' liability in the agreed-upon
3 amount of Thirty Billion and 00/100 U.S. Dollars (\$30,000,000,000.00), which
4 Defendant(s) acknowledged and accepted through the principles of tacit
5 procuration and silent acquiescence, thereby waiving any grounds to contest this
6 judgment.

7 158. Defendants agreed to the terms stipulated in the unrebutted commercial
8 affidavits and the self-executing Contract and Security Agreement, all of which
9 were confirmed, signed for via USPS form 3811, and delivered via USPS Registered,
10 Express, and/or Certified Mail.

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

16 160. Given that the affidavits presented are unrebutted and establish the facts
17 essential to Plaintiffs' claims, summary judgment in favor of Plaintiffs is warranted.
18 Defendants' failure to contest or rebut these affidavits supports the conclusion that
19 there are no genuine issues of material fact, and Plaintiffs are entitled to judgment
20 as a matter of law.

21 161. Plaintiffs respectfully demand the Court to grant summary judgment in
22 their favor based on the undisputed facts presented in the unrebutted verified
23 commercial affidavits submitted and incorporated into this matter. Defendants
24 have failed to rebut the content of these affidavits, which conclusively establish the
25 validity of Plaintiffs' claims.

26 162. **California Code of Civil Procedure § 437c(a):** Summary judgment is
27 appropriate where there is no triable issue of material fact and the moving party is
28 entitled to judgment as a matter of law. The unrebutted affidavits submitted by

1 Plaintiffs establish that there are no material facts in dispute, and Plaintiffs are
2 entitled to judgment based on the evidence provided.

3 **CLAIM FOR RELIEF:**

4 163. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
5 through 158 as if fully set forth herein.

6 164. Plaintiffs seek a judgment **quieting title** to the Property **in their favor**, free
7 and clear of any adverse claims by Defendant(s), and a judgment in the sum
8 amount of, **Thirty Billion and 00/100 U.S. Dollars (\$30,000,000,000.00 USD**, as
9 established and **evidenced** by **UCC1 filing #2024385925-4** and **#2024385935-1**,
10 **UCC3 filing #20244103323-9** and **2024411189-0**, and the GRANT DEED recorded in
11 Official Records County of Riverside, [REDACTED]

12 [REDACTED] Exhibits A, B, C, D, and E respectively.

13 165.. – All issues are deemed **settled** **RES JUDICATA, STARE DECISIS** and
14 by **COLLATERAL ESTOPPEL**.

15 //

16 //

17 //

18 **RELIEF DEMANDED:**

19 **WHEREFORE**, Plaintiffs respectfully demand for judgement as follows:

20 **On the First Cause of Action (Fraud)**

- 21 1. For compensatory damages due to Defendants' willful and intentional
22 fraudulent misrepresentations and creation of false claims of debt, As
23 considered, agreed, and stipulated by Defendant(s) in the unrebutted
24 verified commercial affidavits, contract agreement, and/or self-
25 executing contract security agreement(s) (Exhibits I, J, K, L, N, P, R, and
26 T).
- 27 2. For punitive damages based on Defendants' **intentional, willful, and**
28 **malicious** conduct.

1 **On the Second Cause of Action (Breach of Contract)**

- 2 3. For compensatory damages resulting from Defendants' breach of the
3 Contract and Security Agreement by failing to perform their obligations
4 as required under the contract, which was deemed accepted by their
5 non-response.

6 **On the Third Cause of Action (Embezzlement)**

- 7 4. For the restitution of funds and assets misappropriated by Defendants,
8 constituting embezzlement, as per the applicable laws.
9 5. For punitive damages due to Defendants' intentional, willful, and
10 malicious misappropriation and negligence, of Plaintiff's property.

11 **On the Fourth Cause of Action (Identity Theft)**

- 12 6. For compensatory damages due to Defendants' unlawful use of
13 Plaintiffs' personal information without authorization.
14 7. For punitive damages for the intentional and unauthorized use of
15 identity.

16 **On the Fifth Cause of Action (Monopolization of Trade and Commerce)**

- 17 8. For compensatory damages due to Defendants' unlawful restraint of
18 trade and commerce, in violation of antitrust laws.
19 9. For equitable relief to prevent further monopolistic practices.

20 **On the Sixth Cause of Action (Deprivation of Rights)**

- 21 10. For compensatory damages arising from the deprivation of Plaintiffs'
22 constitutional rights under 42 U.S.C. § 1983 and 18 U.S.C. § 241.
23 11. For punitive damages based on Defendants' intentional, willful, and
24 malicious deprivation of rights.

25 **On the Seventh Cause of Action (Receiving Extortion Proceeds)**

- 26 12. For compensatory damages resulting from Defendants' unlawful
27 benefit from extortion proceeds in violation of 18 U.S.C. § 880.
28

1 13. For punitive damages based on Defendants' intentional, willful, and
2 malicious participation in extortion.

3 **On the Eighth Cause of Action (False Pretenses)**

4 14. For compensatory damages resulting from Defendants' fraudulent
5 representations regarding ownership and authority related to
6 foreclosure proceedings.

7 15. For punitive damages for Defendants' intentional, willful, and
8 malicious intent in creating false pretenses.

9 **On the Ninth Cause of Action (Extortion)**

10 16. For compensatory damages due to Defendants' extortion attempts,
11 which forced Plaintiffs into compliance through unlawful demands.

12 17. For punitive damages for Defendants' intentional, willful, and
13 malicious extortion under 18 U.S. Code § 878.

14 **On the Tenth Cause of Action (Racketeering)**

15 18. For compensatory damages due to Defendants' pattern of racketeering
16 activities in violation of 18 U.S.C. § 1961 et seq.

17 19. For punitive damages for Defendants' intentional, willful, and
18 malicious engagement in fraudulent and illegal activities.

19 **On the Eleventh Cause of Action (Bank Fraud)**

20 20. For compensatory damages due to Defendants' violation of 18 U.S.C. § 1344
21 through fraudulent schemes to defraud financial institutions.

22 21. For punitive damages for Defendants' intentional, willful, and malicious
23 intent to defraud.

24 **On the Twelfth Cause of Action (Transportation of Stolen Property, Money, &
25 Securities)**

26 22. For compensatory damages due to Defendants' unlawful transportation and
27 transfer of stolen property and securities, as per 18 U.S. Code § 2314.

28 //


1 23. For punitive damages for the **intentional, willful, malicious**, and fraudulent
2 transportation of assets.

3 **On the Thirteenth Cause of Action (Slander of Title)**

4 24. For compensatory damages due to Defendants' false and malicious filings
5 that clouded title to the Property, damaging Plaintiffs' ownership rights.

6 25. For a declaration that Plaintiffs' title is clear of any adverse claims and for
7 punitive damages for Defendants' intentional, willful, and malicious **slander**
8 **of title**.

9 **On the Fourteenth Cause of Action (Quiet Title)**

10 26. For a judgment quieting title to the Property in favor of Plaintiffs, free and
11 clear of any claims by Defendants, as established and **evidenced** by UCC1
12 **filing #2024385925-4** and **#2024385935-1**, UCC3 **filing #20244103323-9** and
13 **2024411189-0**, and the GRANT DEED recorded in Official Records County of
14 Riverside, 
15 Exhibits A, B, C, D, and E respectively.

16 27. For punitive damages resulting from Defendants' unlawful and false claims
17 against Plaintiffs' property rights.

18 **On the Fifteenth Cause of Action (Interference with commerce by threats or**
19 **violence)**

20 28. For compensatory damages due to Defendants' intentional, unlawful, and
21 coercive actions, including threats, intimidation, or violence, which interfered
22 with Plaintiffs' lawful commerce and business activities related to the
23 Property.

24 29. For punitive damages due to Defendants' deliberate and malicious conduct
25 aimed at disrupting Plaintiffs' commercial and contractual relations,
26 including but not limited to fraudulent filings, extortionate demands, and
27 coercive measures that obstructed Plaintiffs' ability to exercise their property
28 and economic rights.

1 30. For injunctive relief enjoining Defendants from further interference with
2 Plaintiffs' lawful commercial activities and transactions involving the
3 Property, including but not limited to any attempts to impose baseless claims
4 or encumbrances.

5 31. For declaratory relief establishing that Defendants' actions constitute
6 unlawful interference with commerce under applicable federal and state
7 laws, including, but not limited to, violations of **18 U.S.C. § 1951** (the Hobbs
8 Act) and related provisions.

9 32. For restitution or disgorgement of any ill-gotten gains acquired by
10 Defendants through threats, coercion, or other unlawful means that deprived
11 Plaintiffs of their rights to freely engage in commerce related to the Property.

12 **On the Sixteenth Cause of Action (Declaratory Judgment & Relief)**

13 33. For a declaratory judgment affirming that Defendants, by failing to
14 rebut any of Plaintiffs' commercial affidavits, have fully agreed to the
15 terms in the Contract Security Agreement, including the obligation as
16 defined by 18 U.S.C § 8, certified indebtedness, and liability of **Thirty**
17 **Billion U.S. Dollars (\$30,000,000,000.00 USD)**.

18 34. For an order declaring Defendants' claims invalid, based on **res**
19 **judicata, collateral estoppel**, and the principles of **stare decisis**.

20 **On the Seventeenth Cause of Action (Summary Judgment as a matter of**
21 **law)**

22 35. For summary judgment in favor of Plaintiffs, establishing that the
23 Defendants have fully and undisputedly considered and agreed to the
24 terms stipulated in the the unrebutted verified commercial affidavits
25 (Exhibits I, J, K, L, N, P, R, and T).

26 36. By way of silent acquiescence, tacit agreement, and tacit procurement,
27 under principles of contract law and legal maxims, Defendants have
28 tacitly agreed to the terms in the unrebutted verified commercial

1 affidavits, contract agreement, and/or self-executing contract security
2 agreement(s) (Exhibits I, J, K, L, N, P, R, and T).

3 37. For judgment in the sum amount of **Thirty Billion (\$30,000,000,000.00 USD)**,
4 As considered, agreed, and stipulated by Defendant(s) in the unrebutted
5 verified commercial affidavits, contract agreement, and/or self-executing
6 contract security agreement(s) (Exhibits I, J, K, L, N, P, R, and T).

7 **On All Causes of Action:**

8 38. For costs of suit, including the stipulated and reasonable attorney's fees, as
9 stipulated in the **Self-Executing** Contract Security Agreement
10 #RF661593122US (Exhibit T), and INVOICE/TRUE BILL
11 #GEOQUALDISHONOR24 (Exhibits U).

12 39. For any additional relief in favor of the Plaintiffs that the Court deems just
13 and proper, for the emotional trauma, grief, and individually and collectively
14 admitted injury and harm caused to the Trust's beneficiaries, including
15 women and children.


16 **Supporting Evidence:**

17 111. Exhibits "A" through "KK," which include the unrebutted commercial
18 affidavits and related documentation establishing Defendants' tacit
19 agreement and the undisputed merit and validity of Plaintiffs' claims.

20 //

21 **LIST OF EXHIBITS / EVIDENCE:**

- 22 1. **Exhibit A:** UCC1 filing #2024385925-4.
23 2. **Exhibit B:** UCC1 filing #2024385935-1.
24 3. **Exhibit C:** UCC1 filing #2024410323-9.
25 4. **Exhibit D:** UCC1 filing #2024411189-0.
26 5. **Exhibit E:** GRANT DEED recorded in Official Records County of Riverside, DOC
27 #2024-0291980, APN: 957-570-005, File No.: 37238 KH, where the private trust property
28 is titled to 'WG Private Irrevocable Trust, dated Febraury 7, 2022.'

- 1 6. **Exhibit F:** Affidavit: Power of Attorney in Fact.
- 2 7. **Exhibit G:** DEED OF TRUST #0000000000788382476307152022.
- 3 8. **Exhibit H:** Library of Congress Certified Copy of *The Public Statutes at Large of the United*
4 *States of America* from March 1933 to June 1934: House Joint Resolution 192 of June 5,
5 1933, Public Law 73-10.
- 6 9. **Exhibit I:** Contract Security Agreement #70220410000174267715.
- 7 10. **Exhibit J:** Contract Security Agreement #70220410000174210186.
- 8 11. **Exhibit K:** Contract Security Agreement #70220410000000357689.
- 9 12. **Exhibit L:** Contract Security Agreement #EI948565425US.
- 10 13. **Exhibit M:** Form 3811 corresponding to Exhibit L.
- 11 14. **Exhibit N:** Contract Security Agreement #RF661591356US.
- 12 15. **Exhibit O:** Form 3811 corresponding to Exhibit N.
- 13 16. **Exhibit P:** Affidavit Certificate of Dishonor, Non-response, **DEFAULT**, **JUDGEMENT**,
14 and **LIEN AUTHORIZATION** and **LIEN AUTHORIZATION**, #RF661591651US.
- 15 17. **Exhibit Q:** Form 3811 corresponding to Exhibit P.
- 16 18. **Exhibit R:** Contract Security Agreement #RF661593017US.
- 17 19. **Exhibit S:** Form 3811 corresponding to Exhibit R.
- 18 20. **Exhibit T:** Self-Executing Contract Security Agreement #RF661593122US.
- 19 21. **Exhibit U:** INVOICE/TRUE BILL #GEOQUALDISHONOR24.
- 20 22. **Exhibit V:** Registered BILL OF EXCHANGE #RF661591285US.
- 21 23. **Exhibit W:** LETTER OF CREDIT, #RF661591308US.
- 22 24. **Exhibit X:** Private Post Registered (with U.S. Treasury) \$200,000,000,000.00 USD
23 'MASTER DISCHARGE AND INDEMNITY BOND,' #
- 24 25. **Exhibit Y:** 2022 form 1099-A, for \$252,700.
- 25 26. **Exhibit Z:** 2022 form 1099-OID, for \$252,700
- 26 27. **Exhibit AA:** 2022 form 1099-C, for \$252,700.
- 27 28. **Exhibit BB:** 2022 form 1099-OID, for \$252,700.
- 28 29. **Exhibit CC:** 2022 form 1099-A, for \$252,700.

- 1 30. **Exhibit DD:** 2022 form 1099-A, for \$1,023,416.35.
- 2 31. **Exhibit EE:** 2022 form 1099-C, for \$1,023,416.35.
- 3 32. **Exhibit FF)** 2022 form 1099-OID, for \$1,023,416.35.
- 4 33. **Exhibit GG:** 2023 form 1099-C, for \$252,700.
- 5 34. **Exhibit HH:** 2024 form 1099-OID, for \$300,000.
- 6 35. **Exhibit II:** 2024 form 1099-A, for \$300,000.
- 7 36. **Exhibit JJ:** \$1,023,416.35 face value 'BUYER'S FINAL SETTLEMENT STATEMENT.'
- 8 37. **Exhibit KK:** Signed copy of the 'Affidavit of WALKER TODD,

9 WORDS DEFINED GLOSSARY OF TERMS:

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

- 12 1. **financial institution:** a **person**, an **individual**, a **private banker**, a business
13 engaged in vehicle sales, including automobile, airplane, and boat sales,
14 persons involved in real estate closings and settlements, the United States
15 Postal Service, a commercial bank or trust company, any credit union, an
16 agency of the United States Government or of a State or local government
17 carrying out a duty or power of a business described in this paragraph, a broker
18 or dealer in securities or commodities, a currency exchange, or a business
19 engaged in the exchange of currency, funds, or value that substitutes for
20 currency or funds, financial agency, a loan or finance company, an issuer,
21 redeemer, or cashier of travelers' checks, checks, money orders, or similar
22 instruments, an operator of a credit card system, an insurance company, a
23 licensed sender of money or any other person who engages as a business in the
24 transmission of currency, funds, or value that substitutes for currency, including
25 any person who engages as a business in an informal money transfer system or
26 any network of people who engage as a business in facilitating the transfer of
27 money domestically or internationally outside of the conventional financial
28 institutions system. Ref, 31 U.S. Code § 5312 - Definitions and application.

- 1 2. **individual:** As a noun, this term denotes a single **person** as distinguished from
2 a group or class, and also, very commonly, a private or natural person as
3 distinguished from a partnership, corporation, or association; but it is said that
4 this restrictive signification is not necessarily inherent in the word, and that it
5 **may**, in proper cases, include **artificial persons**. As an adjective: Existing as an
6 indivisible entity. Of or relating to a single person or thing, as opposed to a
7 group. – See Black’s Law Dictionary 4th, 7th, and 8th Edition pages 913, 777,
8 and 2263 respectively.
- 9 3. **person:** Term may include artificial beings, as corporations. The term means an
10 **individual, corporation, business trust, estate, trust, partnership, limited**
11 **liability company, association, joint venture, government, governmental**
12 **subdivision, agency, or instrumentality, public corporation, or any other legal or**
13 **commercial entity.** The term “person” shall be construed to mean and include
14 an individual, a trust, estate, partnership, association, company or corporation.
15 **The term “person” means a natural person or an organization. -Artificial**
16 **persons.** Such as are created and devised by law for the purposes of society and
17 government, called "corporations" or bodies politic." **-Natural persons.** Such as
18 are formed by nature, as distinguished from artificial persons, or corporations.
19 **-Private person.** An individual who is not the incumbent of an office. Persons
20 are divided by law into natural and **artificial**. Natural persons are such as the
21 God of nature formed us; **artificial** are such as are created and devised by
22 **human laws**, for the purposes of society and government, which are called
23 "corporations" or "bodies politic." – See Uniform Commercial Code (UCC) §
24 1-201, Black’s Law Dictionary 1st, 2nd, and 4th edition pages 892, 895, and 1299,
25 respectively, 27 Code of Federal Regulations (CFR) § 72.11 - Meaning of terms,
26 and 26 United States Code (U.S. Code) § 7701 - Definitions.
- 27 4. **bank:** a **person** engaged in the business of banking and includes a savings
28 bank, savings and loan association, credit union, and **trust company**. The terms

1 “banks”, “national bank”, “national banking association”, “member bank”,
2 “board”, “district”, and “reserve bank” shall have the meanings assigned to
3 them in section 221 of this title. An institution, of great value in the commercial
4 world, empowered to receive deposits of money, to make loans. and to issue its
5 promissory notes, (designed to circulate as money, and commonly called "bank-
6 notes" or "bank-bills") or to perform any one or more of these functions. The
7 term "bank" is usually restricted in its application to an incorporated body;
8 while a **private individual** making it his business to conduct banking
9 operations is denominated a “banker." Banks in a commercial sense are of three
10 kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation. Strictly speaking,
11 the term "bank" implies a place for the deposit of money, as that is the most
12 obvious purpose of such an institution. — See, UCC 1-201, 4-105, 12 U.S. Code §
13 221a, Black’s Law Dictionary 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117,
14 183-184, 139-140, and 437-439.

15 5. **discharge:** To cancel or unloose the obligation of a contract; to make an
16 agreement or contract null and inoperative. Its principal species are rescission,
17 release, accord and satisfaction, performance, judgement, composition,
18 bankruptcy, merger. As applied to demands claims, right of action,
19 incumbrances, etc., to discharge the debt or claim is to extinguish it, to annul its
20 obligatory force, to satisfy it. And here also the term is generic; thus a dent , a
21 mortgage. As a noun, the word means the act or instrument by which the
22 binding force of a contract is terminated, irrespective of whether the contract is
23 carried out to the full extent contemplated (in which case the discharge is the
24 result of performance) or is broken off before complete execution. See, Blacks
25 Law Dictionary 1st, page.

26 6. **pay:** To discharge a debt; to deliver to a creditor the value of a debt, either in
27 money or in goods, for his acceptance. To pay is to deliver to a creditor the
28 value of a debt, either in money or In goods, for his acceptance, by which the

- 1 debt is discharged. See Blacks Law Dictionary 1st, 2nd, and 3rd edition, pages
2 880, 883, and 1339 respectively.
- 3 7. **payment:** The performance of a duty, promise, or obligation, or discharge of a
4 debt or liability. by the delivery of money or other value. Also the money or
5 thing so delivered. Performance of an obligation by the delivery of money or
6 some other valuable thing accepted in partial or full discharge of the obligation.
7 [Cases: Payment 1. C.J.S. Payment § 2.] 2. The money or other valuable thing so
8 delivered in satisfaction of an obligation. See Blacks Law Dictionary 1st and 8th
9 edition, pages 880-811 and 3576-3577, respectively.
- 10 8. **may:** An auxiliary verb qualifying the meaning of another verb by expressing
11 ability, competency, liberty, permission, probability or contingency. –
12 Regardless of the instrument, however, whether constitution, statute, deed,
13 contract or whatnot, **courts not infrequently construe "may" as "shall" or**
14 **"must".** – See Black's Law Dictionary, 4th Edition page 1131.
- 15 9. **extortion:** The term "**extortion**" means the obtaining of property from another,
16 **with his consent, induced by wrongful use of actual or threatened force,**
17 **violence, or fear, or under color of official right.** – See 18 U.S. Code § 1951 -
18 Interference with commerce by threats or violence.
- 19 10. **national:** "foreign government", "foreign official", "internationally protected
20 person", "international organization", "national of the United States", "official
21 guest," and/or "non-citizen national." **They all have the same meaning.** See
22 Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and
23 internationally protected persons.
- 24 11. **United States:** For the purposes of this Affidavit, the terms "United States" and
25 "U.S." *mean only the Federal Legislative Democracy of the District of Columbia,*
26 *Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, and any other*
27 *Territory within the "United States," which entity has its origin and jurisdiction*
28 *from Article 1, Section 8, Clause 17-18 and Article IV, Section 3, Clause 2 of the*

1 Constitution for the United States of America. *The terms "United States" and*
2 *"U.S." are NOT to be construed to mean or include the sovereign, united 50 states of*
3 *America.*

4 12. **fraud:** deceitful practice or Willful device, resorted to with intent to deprive
5 another of his right, or in some manner to do him an injury. As distinguished
6 from negligence, it is always positive, intentional. as applied to contracts is the
7 cause of an error bearing on material part of the contract, created or continued
8 by artifice, with design to obtain some unjust advantage to the one party, or to
9 cause an inconvenience or loss to the other. in the sense of court of equity,
10 properly includes all acts, omissions, and concealments which involved a
11 breach of legal or equitable duty, trust, or confidence justly reposed, and are
12 injurious to another, or by which an undue and unconscientious advantage is
13 taken of another. See Black’s Law Dictionary, 1st and 2nd Edition, pages 521-522
14 and 517 respectively.

15 13. **color:** appearance, semblance. or simulacrum, as distinguished from that which
16 is real. A prima facie or apparent right. Hence, a deceptive appearance; a
17 plausible, assumed exterior, concealing a lack of reality; a disguise or pretext.
18 See, Black’s Law Dictionary 1st Edition, page 222.

19 14. **colorable:** That which is in appearance only, and not in reality, what it purports
20 to be. See, Black’s Law Dictionary 1st Edition, page 2223.

21 //

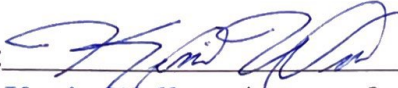
22 **COMMERCIAL OATH AND VERIFICATION:**

23 County of Riverside)
24) Commercial Oath and Verification
25 The State of California)

26 I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding
27 in good faith being of sound mind states that the facts contained herein are true,
28 correct, complete and not misleading to the best of Affiant's knowledge and belief
under penalty of International Commercial Law and state this to be HIS Affidavit of

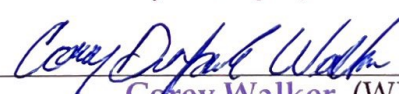
1 Truth regarding same signed and sealed this 14TH day of NOVEMBER in the year
2 of Our Lord two thousand and twenty four:

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

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

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

13 Sui juris, By Special Limited Appearance,
14 By: 
15 **Donabelle Mortel** (WITNESS)

16 Sui juris, By Special Limited Appearance,
17 By: 
18 **Corey Walker** (WITNESS)

19 **PROOF OF SERVICE**

20 STATE OF CALIFORNIA)
21) ss.
22 COUNTY OF RIVERSIDE)

23 I competent, over the age of eighteen years, and not a party to the within
24 action. My mailing address is the Delfond Group, care of: 3410 La Sierra Avenue
25 suite F250, Riverside, California [92503]. On November 15, 2024, I served the
26 within documents:

- 27 1. **VERIFIED COMPLAINT FOR FRAUD, BREACH OF CONTRACT, QUIET**
28 **TITLE, RACKETEERING, SUMMARY JUDGMENT AS A MATTER OF LAW.**

By United States Mail. I enclosed the documents in a sealed envelope or

1 package addressed to the persons at the addresses listed below by placing the
2 envelope for collection and mailing, following our ordinary business practices. I
3 am readily familiar with this business's practice for collecting and processing
4 correspondence for mailing. On the same day that correspondence is placed for
5 collection and mailing, it is deposited in the ordinary course of business with the
6 United States Postal Service, in a sealed envelope with postage fully prepared. I am
7 a resident or employed in the county where the mailing occurred. The envelope or
8 package was placed in the mail in Riverside County, California.

9 Thomas J. Holthus, Kevin R. McCarthy
10 C/o MCCARTHY & HOLTHUS, LLP
2763 Camino Del Rio S, Suite 100
San Diego, California [92108]
11 **Registered Mail #** RF775820555US

12 David Preter, Christin Hewitt,
13 Matthew Havice, Amy Kretovic,
C/o GEORGIAS OWN CREDIT UNION,
14 100 Peachtree Street N.W.
Atlanta, Georgia [30303]
15 **Registered Mail #** RF775820564US

16 Jeffrey Stenman, Andrew Boylan,
Wes Andrews, Fiduciary(ies) Agent(s).
17 C/o QUALITY LOAN SERVICE CORPORATION
2763 Camino Del Rio S, Suite 450
San Diego, California [92108]
18 **Registered Mail #** RF775820578US

19 D. James Jim Daras, Fiduciary(ies),
20 C/o CENLAR SAVINGS & LOAN
425 Phillips Boulevard,
Ewing, New Jersey [08618]
21 **Registered Mail #** RF775820581US

22 **By Electronic Service.** Based on a court order and/or an [agreement of the](#)
23 [parties](#) to accept service by electronic transmission, I caused the documents to be
24 sent to the persons at the electronic notification addresses listed below.

25 Thomas J. Holthus, Kevin R. McCarthy
26 C/o MCCARTHY & HOLTHUS, LLP
2763 Camino Del Rio S, Suite 100
San Diego, California [92108]
27 info@mccarthyholthus.com
28 evictions@mccarthyholthus.com

ANKNOWLEDGEMENT:

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State of California)

) ss.

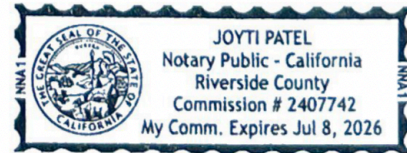
County of Riverside)

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.

On this 14th day of November, 2024, before me, Joyti Patel, a Notary Public, personally appeared Kevin Walker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Joyti Patel (Seal)