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2 Donnabelle Mortel, *sui juris, In Propria Persona.*  
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7 *Attorney(s)-In-Fact, Executor(s), Trustee(s), Authorized*  
8 *Representative(s), and Secured Party(ies)* for Plaintiff(s)  
9 <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>WG EXPRESS© TRUST  
10 <sup>TM</sup>KEVIN WALKER©, <sup>TM</sup>DONNABELLE MORTE© ESTATE,

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF RIVERSIDE**

13 **GEORGIAS OWN CREDIT UNION, its**  
14 ***assignees and/or successors***

15 *[Purported] Plaintiff(s),*

16 *vs.*

17 <sup>TM</sup>KEVIN WALKER<sup>TM</sup>, <sup>TM</sup>DONNABELLE  
18 MORTEL©,

19 *[Purported] Defendant(s).*

Case No. UDME2400947

**DEFENDANTS' VERIFIED**  
**RESPONSE AND DEMAND FOR**  
**DISMISSAL OF FRAUDULENT**  
**UNLAWFUL DETAINER AND**  
**SANCTIONS AGAINST PLAINTIFFS**  
**AND DEMAND FOR CONSIDERED**  
**AND STIPULATED \$30 BILLION**  
**SUMMARY JUDGEMENT IN FAVOR**  
**OF DEFENDANTS, AS A MATTER**  
**OF LAW.**

20 **DEFENDANTS' VERIFIED RESPONSE AND DEMAND FOR**  
21 **DISMISSAL OF FRAUDULENT UNLAWFUL DETAINER AND**  
22 **SANCTIONS AGAINST PLAINTIFFS, AND DEMAND FOR**  
23 **CONSIDERED AND STIPULATED \$30 BILLION SUMMARY**

**JUDGEMENT IN FAVOR OF DEFENDANTS, AS A MATTER OF LAW**

24 COMES NOW, *Purported* Defendants <sup>TM</sup>KEVIN WALKER© ESTATE,  
25 <sup>TM</sup>KEVIN WALKER©, and <sup>TM</sup>DONNABELLE MORTEL© (hereinafter  
26 "Defendants"), by and through their Attorney(s)-in-Fact, **Kevin: Walker** and  
27 **Donnabelle: Mortel**, who are both proceeding *sui juris, In Propria Persona*,  
28 and by *Special Limited Appearance*. **Kevin** and **Donnabelle** are a **living man**

1 and woman, natural freeborn Sovereigns, state Citizens, and nationals,  
2 invoking their inherent constitutionally secured and protected rights and  
3 exercising the authority granted by executed 'Affidavit: Power of Attorney  
4 In Fact' (attached hereto as Exhibit F).

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

10 **I. FRAUDULENT NATURE OF ALL PLAINTIFFS'**  
11 **ACTIONS AND CLAIMS and PLAINTIFFS'**  
12 **PRESUMED DISHONOR UNDER U.C.C. § 3-505.**

- 13 1. Defendant asserts that the entirety of this action by the purported  
14 Plaintiffs is predicated on **fraudulent claims**.
- 15 2. Plaintiff, who **purports** to have 'standing' to bring this action, is in fact a  
16 Defendant in a pre-existing legal matter filed in the Menifee Justice  
17 Center and Riverside County Superior Court. Said case directly relates  
18 to the subject property and involves overlapping parties and issues. A  
19 copy of the Civil Cover Sheet, Certificate of Counsel, and VERIFIED  
20 complaint in those matters are attached as **Exhibit LL, MM, and NN**  
21 respectively.
- 22 3. Plaintiff, who **purports** to have 'standing' is **presumed** to be in  
23 **DISHONOR** in accordance with **U.C.C. § 3-505**, and as  
24 evidenced by the attached **Affidavit Certificate** of Dishonor,  
25 Non-response, **DEFAULT, JUDGEMENT, and LIEN**  
26 **AUTHORIZATION and LIEN AUTHORIZATION,**  
27 **#RF661591651US (Exhibit P), which serves as evidence of**  
28 **dishonor.**

1 **II. STANDING**

2 3. Defendants are the **Real Party in Interest, Creditor(s),** and Holder(s) in  
3 Due Course, in accordance with § 3-302 of the U.C.C. (Uniform Commercial  
4 Code), of all assets, registered and unregistered, tangible and intangible, and  
5 hold allodial title to all assets. This is further evidenced by the following UCC  
6 filings, all duly filed in the Office of the Secretary of State, State of Nevada:

7 **UCC1 filing #2024385925-4 and #2024385935-1, and UCC3 filing**  
8 **#20244103323-9 AND 2024411189-0** (Exhibits A, B, C, and D).

9 4. **Defendants' standing** is further affirmed and evidenced by the GRANT  
10 DEED recorded in Official Records County of Riverside, DOC #2024-0291980,  
11 APN: 957-570-005, File No.: 37238 KH, where the private trust property is  
12 titled to 'WG Private Irrevocable Trust, dated Febraury 7, 2022.' Attached  
13 hereto as **Exhibit E**, and incorporated herein by reference.

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

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

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

25 8. Plaintiffs in this matter do **NOT** have **any** valid interest or standing.

26 9. Plaintiffs in this matter do **NOT** have a valid claim to the  
27 '**Property**' ( [REDACTED] Temecula, California,' and described as  
28 follows: [REDACTED] in the City of Temecula, California, County

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

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

18 **III. UNREBUTTED AFFIDAVITS, STIPULATED FACTS,**  
19 **CONTRACT SECURITY AGREEMENT, AND AUTHORIZED**  
20 **JUDGEMENT AND LIEN**

21 11. Plaintiffs and Defendants are parties to certain Contract and Security  
22 Agreements, specifically contract security agreement numbers  
23 **70220410000174267715, 70220410000174210186, 7022041000000357689,**  
24 **EI948565425US, RF661913565, and RF661593122US.** Each contract security  
25 agreement and/or self-executing contract security agreement was received,  
26 considered, and agreed to by Plaintiffs through silent acquiescence, tacit agreement,  
27 and tacit procurement. Each contract also includes a corresponding Form 3811,  
28 which was signed as evidence of receipt. — **AN UNREBUTTED AFFIDAVIT**

1 **STANDS AS TRUTH IN COMMERCE.** (12 Pet. 1:25; Heb. 6:13-15); ‘He who does  
2 not deny, admits. **AN UNREBUTTED AFFIDAVIT BECOMES THE**  
3 **JUDGEMENT IN COMMERCE.** (Heb. 6:16-17); ‘There is nothing left to resolve.’

4 All referenced contracts and signed Forms 3811 are attached hereto as **Exhibits I, J,**  
5 **K, L, M, N, O, P, Q, R, S,** and **T** respectively, as follows:

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

20 **12. Self-Executing Contract Security Agreement #RF661593122US (Exhibit S)**

21 was executed and agreed to by Plaintiffs, acknowledging and accepting a  
22 Judgement, Summary Judgement, and/or Lien Authorization (in accordance with  
23 U.C.C. § 9-509), against Plaintiffs in the amount of **Thirty Billion Dollars**  
24 **(\$30,000,000,000.00 USD),** in favor of Defendants.

25 13. Plaintiffs received, considered, and agreed to all the terms of all contract  
26 agreements, including the **Self-Executing Contract Security Agreement** (Exhibit S),  
27 constituting a bona fide contract under the principles of contract law and the  
28 Uniform Commercial Code (U.C.C.). Pursuant to the mailbox rule, which

1 establishes that acceptance of an offer is effective when dispatched (U.C.C. § 2-206),  
2 and principles of silent acquiescence, tacit procurement, and tacit agreement, the  
3 acceptance is valid. This acceptance is in alignment with the doctrine of 'offer and  
4 acceptance' and the provisions of U.C.C. § 2-202, which governs the final expression  
5 of the contract, and U.C.C. § 2-302, which addresses unconscionability in the  
6 contract terms. Furthermore, under the U.C.C., all assets – whether registered or  
7 unregistered – are held subject to the allodial title, with Defendants maintaining  
8 sole and exclusive standing over all real property, assets, securities, both tangible  
9 and intangible, registered and unregistered, **as evidenced** by UCC1 filing  
10 #2024385925-4 and #2024385935-1, and UCC3 filing #20244103323-9 and  
11 2024411189-0 (Exhibits A, B, C, and D).

12 **IV. VALIDATION OF BINDING SELF-EXECUTING CONTRACTS**  
13 **AND SECURITY AGREEMENTS UNDER U.C.C. PRINCIPLES**

14 14. **U.C.C. § 2-204 - Formation of Contract:** As further supported by U.C.C. §  
15 2-204, a contract can be formed even if the exact terms are not yet agreed upon,  
16 provided that there is an intention to form a contract and an agreement on essential  
17 terms. This principle affirms that the actions of the parties and the language in the  
18 un rebutted affidavits constitute an agreement to the terms at hand, making  
19 arbitration unnecessary.

20 15. **U.C.C. § 2-206 - Offer and Acceptance:** Additionally, U.C.C. § 2-206 confirms  
21 that an offeror is bound by the terms once an offer is accepted, unless the offer  
22 states otherwise. The verified affidavits submitted are evidence that the parties  
23 have mutually agreed to the terms, thereby forming a contract under the principles  
24 of offer and acceptance outlined in U.C.C. § 2-206.

25 16. **U.C.C. § 1-103 - Enforcement of Contract and Fraud:** Under U.C.C. § 1-103,  
26 the Uniform Commercial Code applies to contracts unless explicitly stated  
27 otherwise. This section provides that fraud, duress, or any unlawful condition does  
28 **not** negate the binding nature of the contract. Therefore, the contracts in question

1 are enforceable as written, free from fraud or misrepresentation, and valid under  
2 commercial law principles.

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

12 18. As considered, agreed, and stipulated by Plaintiffs in the unrebutted verified  
13 commercial affidavits, contract agreement, and/or self-executing contract security  
14 agreement(s) (Exhibits I, J, K, L, N, P, R, and T), Plaintiffs or the entity they  
15 represent **is/are the DEBTOR(S)** in this matter.

16 19. As considered, agreed, and stipulated by Plaintiffs in the  
17 unrebutted verified commercial affidavits, contract agreement, and/or  
18 self-executing contract security agreement(s) (Exhibits I, J, K, L, N, P, R,  
19 and T), Plaintiffs are **not** the CREDITOR, or an ASSIGNEE of the  
20 CREDITOR, in this matter.

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

25 21. As considered, agreed, and stipulated by Plaintiffs in the unrebutted  
26 verified commercial affidavits, contract agreement, and/or self-executing  
27 contract security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), **Plaintiffs do**  
28 **NOT have 'standing.'**

1 22. As considered, agreed, and stipulated by Plaintiffs in the unrebutted verified  
2 commercial affidavits, contract agreement, and/or self-executing contract security  
3 agreement(s) (Exhibits I, J, K, L, N, P, R, and T), under **California Code of Civil**  
4 **Procedure § 437c(c)**, summary judgement is appropriate when there is no triable  
5 issue of material fact and the moving party is entitled to judgement as a matter of  
6 law. The unrebutted affidavits submitted by Defendants demonstrate that no triable  
7 issues of material fact remain in dispute, and Defendants are entitled to judgement  
8 based on the evidence presented and as **a matter of law**.

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

15 24. As considered, agreed, and stipulated by Plaintiffs in the unrebutted  
16 verified commercial affidavits, contract agreement, and/or self-executing  
17 contract security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), the  
18 principles of **res judicata**, **stare decisis**, and **collateral estoppel** apply to the  
19 **unrebutted affidavits**, establishing that all issues are deemed settled and  
20 **cannot be contested further**. These principles reinforce the finality of the  
21 administrative findings and support the granting of summary judgement, in  
22 favor of Defendants, as **a matter of law**. - '**HE WHO LEAVES THE**  
23 **BATTLEFIELD FIRST LOSES BY DEFAULT.**'

24 //

25 **XXV. JUDGEMENT OF \$30,000,000,000.00 CONSIDERED,**  
26 **AGREED TO AND AUTHORIZED BY PLAINTIFFS.**

27 25. As considered, agreed, and stipulated by Plaintiffs in the unrebutted  
28 verified commercial affidavits, contract agreement, and/or self-executing



1 contract security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), Plaintiffs  
2 **fully authorize, endorse, support,** and advocate for the entry of a UCC  
3 commercial judgement and lien in the amount of **Thirty Billion and 00/100**  
4 **Dollars (\$30,000,000,000.00 )** against Plaintiffs, in favor of Defendants, as  
5 also **evidenced** by INVOICE/TRUE BILL #GEOQUALDISHONOR24 which  
6 is a part of **Exhibit T**. INVOICE/TRUE BILL #GEOQUALDISHONOR24 is  
7 attached hereto as **Exhibit U** and incorporated herein by reference.

8 26. As considered, agreed, and stipulated by Plaintiffs in the unrebutted  
9 verified commercial affidavits, contract agreement, and/or self-executing  
10 contract security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), should it be  
11 **deemed** necessary, the Defendants are **fully Authorized** to initiate the filing  
12 of a lien, and the seizing of property to secure satisfaction of the  
13 **ADJUDGED, DECREED, AND AUTHORIZED** sum total due to **Affiant,**  
14 and/or <sup>TM</sup>KEVIN WALKER© ESTATE, and/or <sup>TM</sup>DONNABELLE ESCAREZ  
15 MORTEL© ESTATE of, **Thirty Billion and 00/100 Dollars**  
16 **(\$30,000,000,000.00).**

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

23 28. Plaintiffs may not argue, controvert, or otherwise protest the finality of  
24 the administrative findings established through the unrebutted affidavits. As  
25 per established legal principles, once an affidavit is submitted and not  
26 rebutted, its content is accepted as true, and Defendants are barred from  
27 contesting these findings in subsequent processes, whether administrative or  
28 judicial.

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

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

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

17 31. Janet Yellen and/or the United States Treasury is the registered holder and  
18 fiduciary of/for Plaintiff(s)' the private **Two Hundred Billion Dollar**  
19 **(\$200,000,000,000.00 USD) 'MASTER DISCHARGE AND INDEMNITY BOND'**  
20 #RF661448567US, which was post deposited to private post registered account #RF  
21 661 448 023 US. Said 'MASTER DISCHARGE AND INDEMNITY  
22 BOND' (#RF661448567US) expressly stipulates it is “insuring, underwriting,  
23 indemnifying, discharging, paying and satisfying **all** such account holders and  
24 accounts dollar for dollar against **any and all pre-existing, current and future**  
25 losses, costs, debts, taxes, encumbrances, deficits, deficiencies, liens, judgements,  
26 true bills, obligations of contract or performance, defaults, charges, and any and all  
27 other obligations **as may exist or come to exist** during the term of this Bond... Each  
28 of the said account holders and accounts **shall be severally insured, underwritten**

1 **and indemnified against any and all future Liabilities as may appear, thereby**  
2 **instantly satisfying all such obligations dollar for dollar without exception**  
3 through the above-noted Private Offset Accounts up to and including the full face  
4 value of this Bond through maturity.” A copy of ‘MASTER DISCHARGE AND  
5 INDEMNITY BOND’ #RF372320890US is attached hereto as **Exhibit X** and  
6 incorporated herein by reference, **and will serve as a CAUTION and/or BOND for**  
7 **immediate adjustment and setoff of any and all costs associated with these**  
8 **matters.**

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

26 33. As considered, agreed, and stipulated by Plaintiffs in the unrebutted verified  
27 commercial affidavits, contract agreement, and/or self-executing contract security  
28 agreement(s) (Exhibits I, J, K, L, N, P, R, and T), Plaintiffs individually and

1 collectively, fully agree that **Gold Reserve Act of 1934, Public Law 73-87, Title III,**  
2 **Section 3**, stipulates: "(a) every provision contained in or made with respect to any  
3 obligation which purports to give the obligee a right to **require payment in gold or**  
4 **a particular kind of coin or currency** of the United States, or in an amount in  
5 money of the United States measured thereby, **is declared to be against public**  
6 **policy.** (b) **Every obligation**, heretofore or hereafter incurred, **shall be discharged**  
7 **upon payment, dollar for dollar, in any coin or currency** which at the time of  
8 payment is legal tender for **public and private** debts.

9 //

## 10 VII. GENERALLY ACCEPTED AUDITING STANDARDS (GAAS)

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

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

## 22 VIII. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (GAAP)

23 36. As considered, agreed, and stipulated by Plaintiffs in the unrebutted verified  
24 commercial affidavits, contract agreement, and/or self-executing contract security  
25 agreement(s) (Exhibits I, J, K, L, N, P, R, and T), Plaintiffs never at any time risked  
26 any of its assets and truly only exchanged the GENUINE ORIGINAL  
27 PROMISSORY NOTE for "credit" according to the **Generally Accepted Accounting**  
28 **Principles (GAAP).** 'Banks' are **required** to adhere Generally Accepted Accounting

1 Principles and as evidenced by, [12 U.S.C 1831n - 'Accounting objectives,](#)  
2 [standards, and requirements'](#): ["(2) Standards (A)Uniform accounting principles  
3 consistent with GAAP Subject to the requirements of this chapter and any other  
4 provision of Federal law, the accounting principles applicable to reports or  
5 statements required to be filed with Federal banking agencies by all [insured](#)  
6 [depository institutions](#) shall be uniform and consistent with generally accepted  
7 accounting principles.["]

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

23 IX. [12 U.S.C. § 83: 'No national bank shall make any loan or](#)  
24 [discount on the security of the shares of its own capital stock'](#)

25 38. As considered, agreed, and stipulated by Plaintiffs in the unrebutted  
26 verified commercial affidavits, contract agreement, and/or self-executing  
27 contract security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), it is  
28 indisputable fact that as under 12 U.S.C. § 83 - 'Loans by bank on its own

1 stock: ‘No national bank shall make any loan or discount on the security of  
2 the shares of its own capital stock.’

3 **X. 12 U.S.C. 1813(L)(1): The term ‘Deposit’ Defined**

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

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

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

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

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

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

1 of any **purported** obligation. Each form is attached hereto as **Exhibits Y, Z, AA, BB,**  
2 **CC, DD** respectively, as follows:

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

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

24 45. As considered, agreed, and stipulated by Plaintiffs in the unrebutted verified  
25 commercial affidavits, contract agreement, and/or self-executing contract security  
26 agreement(s) (Exhibits I, J, K, L, N, P, R, and T), the 'Affidavit of WALKER TODD,'  
27 a professional Witnesses and former Federal Reserve Attorney, further evidences  
28 that **Defendants are the TRUE Creditors**. The signed copy of the 'Affidavit of



1 WALKER TODD,' attached hereto as **Exhibit KK** and incorporated herein by  
2 reference.

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

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

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

## 22 **XI. LEGAL STANDARDS, MAXIMS, AND PRECEDENT**

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

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

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

1       52. 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 go  
3 against the mind.'

4       53. 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 when he  
6 can occasions it.'

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

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

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

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

18       58. See, *Sieb's Hatcheries, Inc. v. Lindley*, 13 F.R.D. 113 (1952)., "Defendant(s)  
19 made no request for an extension of time in which to answer the request for  
20 admission of facts and filed only an unsworn response within the time  
21 permitted," thus, under the specific provisions of Ark. and *Fed. R. Civ. P. 36*,  
22 the facts in question were **deemed admitted as true. Failure to answer is**  
23 **well established in the court.** *Beasley v. U. S.*, 81 F. Supp. 518 (1948)., "I,  
24 therefore, hold that the requests **will be considered as having been**  
25 **admitted.**" Also as previously referenced, "Statements of **fact** contained in  
26 affidavits which are **not** rebutted by the opposing party's **affidavit or**  
27 **pleadings may[must]** be accepted as **true** by the trial court." --Winsett v.  
28 Donaldson, 244 N.W.2d 355 (Mich. 1976).

1 59."The state **cannot** diminish **Rights** of the **people**." – Hurtado vs.  
2 California, 110 US 516.

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

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

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

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

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

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

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

1 67. “the people, not the States, are sovereign.” – Chisholm v. Georgia, 2  
2 Dall. 419, 2 U.S. 419, 1 L.Ed. 440 (1793).

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

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

16 //

17 **XII. SANCTIONS AGAINST ALL PLAINTIFFS FOR WILLFUL**  
18 **AND INTENTIONAL FRAUDULENT ACTIONS AND**  
19 **VIOLATIONS OF LAW**

20 Defendant hereby moves this Court to impose **sanctions** against the Plaintiffs for  
21 their willful and egregious actions in initiating and perpetuating fraudulent claims,  
22 violations of legal standards, and bad faith conduct, as outlined herein. Plaintiffs'  
23 actions are not only baseless but constitute an abuse of the judicial process,  
24 warranting severe penalties to deter future misconduct and to compensate the  
25 Defendant for damages incurred as a result of this fraudulent litigation.

26 70. **Willful and Intentional Bad Faith Conduct and Fraudulent Filings:**  
27 Plaintiffs have **knowingly and intentionally** engaged in fraudulent conduct by  
28 pursuing claims they know to be baseless and without merit. This is evidenced by

1 their failure to rebut the **Unrebutted Affidavits**, their presumed dishonor under  
2 **U.C.C. § 3-505**, and their lack of any standing to bring forth this action. Such actions  
3 violate the principles of equity, fair dealing, and due process, constituting grounds  
4 for sanctions.

5 **71. Abuse of Process:** Plaintiffs' initiation of this unlawful detainer action,  
6 despite being Defendants in pre-existing legal matters directly related to the subject  
7 property, demonstrates a **clear abuse of process**. Plaintiffs' failure to disclose these  
8 overlapping cases and their misrepresentation of facts to this Court exemplifies a  
9 deliberate attempt to mislead the judiciary and waste judicial resources.

10 **72. Failure to Act in Good Faith:** Plaintiffs' silence and failure to rebut the  
11 affidavits and claims presented by the Defendants further indicate bad faith. Under  
12 **U.C.C. § 1-103**, the principles of good faith and equity are paramount. Plaintiffs'  
13 conduct demonstrates a blatant disregard for these principles, further warranting  
14 sanctions.

15 **73. Evidentiary Sanctions and Adverse Inference:** Plaintiffs' failure to rebut the  
16 Defendant's Affidavits, Security Agreements, and Contractual Terms creates a  
17 presumption of **silent acquiescence, tacit agreement, and tacit procurement**. The  
18 Defendant demand that this Court:

- 19 • Strike Plaintiffs' pleadings for lack of standing and evidentiary support.
- 20 • Enter a judgement of **dismissal with prejudice** of all claims brought by  
21 Plaintiffs.
- 22 • Impose an **adverse inference**, recognizing Plaintiffs' failure to rebut as an  
23 admission of the Defendant's claims.

24 **74. Monetary Sanctions:** Defendant seeks monetary sanctions in the form of:

- 25 • Reimbursement for all legal fees, court costs, and damages incurred by the  
26 Defendant in responding to this fraudulent action.
- 27 • Penalties for frivolous litigation, calculated at no less than  
28 **\$30,000,000,000.00 USD**, as stipulated in the **Self-Executing Contract**

1           **Security Agreement #RF661593122US** (Exhibit S). Plaintiffs' acceptance of  
2           this agreement, through tacit acquiescence and silent agreement, binds  
3           them to this liability under **U.C.C. § 9-509**.

4           **75. Deterrence of Future Misconduct:** The imposition of sanctions is necessary  
5           to deter Plaintiffs and others from engaging in similar conduct in the future.  
6           Fraudulent misuse of the courts to perpetrate unlawful claims undermines the  
7           integrity of the judicial system and must be met with severe consequences.

8           //

9           **XIII. SUMMARY JUDGEMENT AGAINST ALL PLAINTIFFS,**  
10           **AS A MATTER OF LAW**

11           76. Defendants respectfully **DEMAND** summary judgement in their favor  
12           based on the clear, enforceable terms of the Contract and Security Agreement,  
13           and as a matter of law. Pursuant to the Contract and Security Agreement,  
14           Defendant(s) explicitly stipulated and accepted, by their conduct and  
15           inaction, a binding judgement, summary judgement, and/or lien  
16           authorization (per U.C.C. § 9-509) in favor of Plaintiffs. The contract  
17           establishes Defendant(s)' liability in the agreed-upon amount of **Thirty**  
18           **Billion and 00/100 U.S. Dollars (\$30,000,000,000.00)**, which Plaintiffs  
19           acknowledged and accepted through the principles of tacit procurement and  
20           silent acquiescence, thereby waiving any grounds to contest this judgement.

21           77. Plaintiffs considered and agreed to all of the terms stipulated in the  
22           unrebutted commercial affidavits and the self-executing Contract and  
23           Security Agreement, all of which were confirmed, signed for via USPS form  
24           3811, and delivered via USPS Registered, Express, and/or Certified Mail.

25           78. Given that the affidavits presented are unrebutted and establish  
26           the facts essential to Defendants' claims, summary judgement in favor of  
27           Defendants is warranted, and **must be granted**. Plaintiffs' failure to  
28           contest or rebut these affidavits supports the conclusion that there are no

1 genuine issues of material fact, and Defendants are entitled to  
2 judgement as a **matter of law**.

3 79. Defendants respectfully DEMAND the Court grant summary  
4 judgement in their favor based on the undisputed facts presented in the  
5 multiple unrebutted verified commercial affidavits and/or contract and  
6 security agreements submitted and incorporated into this matter. Plaintiffs  
7 have failed to rebut the content of these affidavits, which conclusively  
8 establish the validity of Defendants' claims.

9 80. **California Code of Civil Procedure § 437c(a)**: Summary judgement is  
10 appropriate where there is no triable issue of material fact and the moving  
11 party is entitled to judgement as a matter of law. The *multiple* unrebutted  
12 affidavits submitted by Defendants establish that there are no material facts  
13 in dispute, and Defendants are entitled to judgement based on the evidence  
14 provided, as a matter of law.

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

20 **CLAIM AND DEMAND FOR RELIEF:**

21 1. Defendants seek a judgement **quieting title** to the Property **in their**  
22 **favor**, free and clear of any adverse claims by Defendant(s), and a judgement  
23 in the sum amount of, **Thirty Billion and 00/100 U.S. Dollars**  
24 **(\$30,000,000,000.00 USD)**, as established and **evidenced** by **UCC1 filing**  
25 **#2024385925-4** and **#2024385935-1**, **UCC3 filing #20244103323-9** and  
26 **2024411189-0**, and the GRANT DEED recorded in Official Records County of  
27 Riverside, DOC #2024-0291980, APN: 957-570-005, File No.: 37238 KH:  
28 Exhibits A, B, C, D, and E respectively.

1 2.. – All issues are deemed **settled** RES JUDICATA, STARE DECISIS  
2 and by COLLATERAL ESTOPPEL.

3 **RELIEF DEMANDED:**

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

- 5 1. For compensatory damages due to Defendants' willful and intentional  
6 fraudulent misrepresentations and creation of false claims of debt, As  
7 considered, agreed, and stipulated by Defendant(s) in the unrebutted verified  
8 commercial affidavits, contract agreement, and/or self-executing contract  
9 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T).
- 10 2. For punitive damages based on Defendants' **intentional, willful, and**  
11 **malicious** conduct.
- 12 3. For compensatory damages resulting from Plaintiffs' breach of the Contract  
13 and Security Agreement by failing to perform their obligations as required  
14 under the contract, which was deemed accepted by their non-response.
- 15 4. For the restitution of funds and assets misappropriated by Plaintiffs,  
16 constituting embezzlement, as per the applicable laws.
- 17 5. For punitive damages due to Plaintiffs' intentional, willful, and malicious  
18 misappropriation and negligence, of Defendants' property.
- 19 6. For compensatory damages due to Plaintiffs' unlawful use of Defendants'  
20 personal information without authorization.
- 21 7. For punitive damages for the intentional and unauthorized use of identity.
- 22 8. For compensatory damages due to Plaintiffs' unlawful restraint of trade and  
23 commerce, in violation of antitrust laws.
- 24 9. For **equitable** relief to prevent further monopolistic practices.
- 25 10. For compensatory damages arising from the deprivation of Defendants'  
26 constitutional rights under 42 U.S.C. § 1983 and 18 U.S.C. § 241.
- 27 11. For punitive damages based on Plaintiffs' **intentional, willful**, and malicious  
28 deprivation of rights.



- 1 12. For compensatory damages resulting from Plaintiffs' unlawful benefit from  
2 extortion proceeds in violation of 18 U.S.C. § 880.
- 3 13. For punitive damages based on Plaintiffs' intentional, willful, and malicious  
4 participation in extortion.
- 5 14. For compensatory damages resulting from Plaintiffs' fraudulent  
6 representations regarding ownership and authority related to foreclosure  
7 proceedings.
- 8 15. For punitive damages for Plaintiffs' intentional, willful, and malicious intent  
9 in creating false pretenses.
- 10 16. For compensatory damages due to Plaintiffs' extortion attempts, which  
11 forced Defendants into compliance through unlawful demands.
- 12 17. For punitive damages for Plaintiffs' intentional, willful, and malicious  
13 extortion under 18 U.S. Code § 878.
- 14 18. For compensatory damages due to Plaintiffs' pattern of racketeering activities  
15 in violation of 18 U.S.C. § 1961 et seq.
- 16 19. For punitive damages for Plaintiffs' intentional, willful, and malicious  
17 engagement in fraudulent and illegal activities.
- 18 20. For compensatory damages due to Plaintiffs' violation of 18 U.S.C. § 1344  
19 through fraudulent schemes to defraud financial institutions.
- 20 21. For punitive damages for Plaintiffs' intentional, willful, and malicious intent  
21 to defraud.
- 22 22. For compensatory damages due to Plaintiffs' unlawful transportation and  
23 transfer of stolen property and securities, as per 18 U.S. Code § 2314.
- 24 23. For punitive damages for the **intentional, willful, malicious**, and  
25 fraudulent transportation of assets.
- 26 24. For compensatory damages due to Plaintiffs' false and malicious filings  
27 that clouded title to the Property, damaging Defendants' ownership  
28 rights.

- 1 25. For a declaration that Defendants' title is clear of any adverse claims and for  
2 punitive damages for Plaintiffs' intentional, willful, and malicious **slander of**  
3 **title**.
- 4 26. For a judgement quieting title to the Property in favor of Defendants, free and  
5 clear of any claims by Plaintiffs, as established and **evidenced** by UCC1  
6 **filing #2024385925-4** and **#2024385935-1**, UCC3 filing **#20244103323-9** and  
7 **2024411189-0**, and the GRANT DEED recorded in Official Records County of  
8 Riverside, DOC #2024-0291980, APN: 957-570-005, File No.: 37238 KH:  
9 Exhibits A, B, C, D, and E respectively.
- 10 27. For punitive damages resulting from Plaintiffs' unlawful and false claims  
11 against Defendants' property rights.
- 12 28. For a declaratory judgement affirming that Plaintiffs, by failing to rebut any  
13 of Defendants' commercial affidavits, have fully agreed to the terms in the  
14 Contract Security Agreement, including the obligation as defined by 18 U.S.C  
15 § 8, certified indebtedness, and liability of **Thirty Billion U.S. Dollars**  
16 **(\$30,000,000,000.00 USD)**.
- 17 29. For an ORDER declaring Plaintiffs' claims invalid, based on **res**  
18 **judicata, collateral estoppel**, and the principles of **stare decisis**.
- 19 30. For summary judgement in favor of Defendants, establishing that the  
20 Plaintiffs have fully and undisputedly considered and agreed to the terms  
21 stipulated in the the unrebutted verified commercial affidavits (Exhibits I, J,  
22 K, L, N, P, R, and T).
- 23 31. By way of silent acquiescence, tacit agreement, and tacit procurement,  
24 under principles of contract law and legal maxims, Plaintiffs have  
25 tacitly agreed to the terms in the unrebutted verified commercial  
26 affidavits, contract agreement, and/or self-executing contract security  
27 agreement(s) (Exhibits I, J, K, L, N, P, R, and T)

28 //

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

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

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

**Supporting Evidence:**

111. Exhibits “A” through “NN,” which include the unrebutted commercial affidavits and related documentation establishing Defendants' tacit agreement and the undisputed merit and validity of Plaintiffs' claims.

//

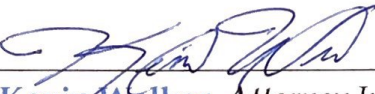
**WHEREFORE**, Plaintiffs respectfully demand that this Honorable Court grant Defendants’ VERIFIED Response and Demand for Dismissal of **Fraudulent Unlawful Detainer AND SANCTIONS AGAINST PLAINTIFFS**, and Demand FOR CONSIDERED AND STIPULATED **\$30 BILLION** Summary Judgement in Favor of Defendants, as a **matter of law**, in favor of the Defendants, ruling that the issues raised herein have been conclusively settled, and awarding Defendants any further relief the Court deems just and proper.

**COMMERCIAL OATH AND VERIFICATION:**

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

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

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


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

12 **COMMERCIAL OATH AND VERIFICATION:**

13 County of Riverside )  
14 ) Commercial Oath and Verification  
15 The State of California )

16 I, DONNABELLE MORTEL, under my unlimited liability and Commercial Oath  
17 proceeding in good faith being of sound mind states that the facts contained herein  
18 are true, correct, complete and not misleading to the best of Affiant's knowledge  
19 and belief under penalty of International Commercial Law and state this to be HIS  
20 Affidavit of Truth regarding same signed and sealed this 10TH day of DECEMBER  
21 in the year of Our Lord two thousand and twenty four:

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

24 By:   
25 Donnabelle Mortel, Attorney In Fact, Secured Party,  
26 Executor, national, private bank(er) EIN # 9x-xxxxxxx

27 Let this document stand as truth before the Almighty Supreme Creator and let it be  
28 established before men according as the scriptures saith: "But if they will not listen,

1 take one or two others along, so that every matter may be established by the testimony of two  
2 or three witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every  
3 word be established" 2 Corinthians 13:1.

4 Sui juris, By Special Limited Appearance,

5 By: Corey D. Walker  
6 Corey Walker (WITNESS)

7 Sui juris, By Special Limited Appearance,

8 By: Steven MacArthur-Brooks  
9 Steven MacArthur-Brooks (WITNESS)

10 //

11 **LIST OF EXHIBITS / EVIDENCE:**

- 12 1. **Exhibit A:** UCC1 filing #2024385925-4.  
13 2. **Exhibit B:** UCC1 filing #2024385935-1.  
14 3. **Exhibit C:** UCC1 filing #2024410323-9.  
15 4. **Exhibit D:** UCC1 filing #2024411189-0.  
16 5. **Exhibit E:** GRANT DEED recorded in Official Records County of Riverside, DOC  
17 #2024-0291980, APN: 957-570-005, File No.: 37238 KH, where the private trust property  
18 is titled to 'WG Private Irrevocable Trust, dated Febraury 7, 2022.'  
19 6. **Exhibit F:** Affidavit: Power of Attorney in Fact.  
20 7. **Exhibit G:** DEED OF TRUST #0000000000788382476307152022.  
21 8. **Exhibit H:** Library of Congress Certified Copy of *The Public Statutes at Large of the United*  
22 *States of America* from March 1933 to June 1934: House Joint Resolution 192 of June 5,  
23 1933, Public Law 73-10.  
24 9. **Exhibit I:** Contract Security Agreement #70220410000174267715.  
25 10. **Exhibit J:** Contract Security Agreement #70220410000174210186.  
26 11. **Exhibit K:** Contract Security Agreement #7022041000000357689.  
27 12. **Exhibit L:** Contract Security Agreement #EI948565425US.  
28 13. **Exhibit M:** Form 3811 corresponding to Exhibit L.

- 1 14. **Exhibit N:** [Contract Security Agreement #RF661591356US](#).
- 2 15. **Exhibit O:** Form 3811 corresponding to Exhibit N.
- 3 16. **Exhibit P:** [Affidavit Certificate](#) of Dishonor, Non-response, **DEFAULT, JUDGEMENT,**
- 4 and LIEN AUTHORIZATION and **LIEN AUTHORIZATION**, #RF661591651US.
- 5 17. **Exhibit Q:** Form 3811 corresponding to Exhibit P.
- 6 18. **Exhibit R:** [Contract Security Agreement #RF661593017US](#).
- 7 19. **Exhibit S:** Form 3811 corresponding to Exhibit R.
- 8 20. **Exhibit T:** [Self-Executing](#) Contract Security Agreement #**RF661593122US**.
- 9 21. Exhibit U: INVOICE/TRUE BILL #**GEOQUALDISHONOR24**.
- 10 22. Exhibit V: Registered BILL OF EXCHANGE #**RF661591285US**.
- 11 23. Exhibit W: LETTER OF CREDIT, #**RF661591308US**.
- 12 24. **Exhibit X:** Private Post Registered (with U.S. Treasury) \$200,000,000,000.00 USD
- 13 'MASTER DISCHARGE AND INDEMNITY BOND,' #RF372320890US.
- 14 25. **Exhibit Y:** 2022 form 1099-A, for \$252,700.
- 15 26. **Exhibit Z:** 2022 form 1099-OID, for \$252,700
- 16 27. **Exhibit AA:** 2022 form 1099-C, for \$252,700.
- 17 28. **Exhibit BB:** 2022 form 1099-OID, for \$252,700.
- 18 29. **Exhibit CC:** 2022 form 1099-A, for \$252,700.
- 19 30. **Exhibit DD:** 2022 form 1099-A, for \$1,023,416.35.
- 20 31. **Exhibit EE:** 2022 form 1099-C, for \$1,023,416.35.
- 21 32. **Exhibit: FF)** 2022 form 1099-OID, for \$1,023,416.35.
- 22 33. **Exhibit GG:** 2023 form 1099-C, for \$252,700.
- 23 34. **Exhibit HH:** 2024 form 1099-OID, for \$300,000.
- 24 35. **Exhibit II:** 2024 form 1099-A, for \$300,000.
- 25 36. **Exhibit JJ:** \$1,023,416.35 face value 'BUYER'S FINAL SETTLEMENT STATEMENT.'
- 26 37. **Exhibit KK:** [Signed](#) copy of the 'Affidavit of WALKER TODD,
- 27 38. **Exhibit LL:** Civil Cover Sheet for pending matter filed with Menifee on 11/14/2024.
- 28 39. **Exhibit MM:** Certificate of Counsel for pending matter filed with Menifee on

1 11/14/2024.

2 40. Exhibit NN: VERIFIED complaint filed with SUPERIOR COURT OF THE STATE OF  
3 CALIFORNIA FOR THE COUNTY OF RIVERSIDE, for pending matter filed with  
4 Menifee on 11/14/2024.

5 //

6 //

7 **WORDS DEFINED GLOSSARY OF TERMS:**

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

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

27 2. **individual:** As a noun, this term denotes a single **person** as distinguished from  
28 a group or class, and also, very commonly, a private or natural person as

1 distinguished from a partnership, corporation, or association; but it is said that  
2 this restrictive signification is not necessarily inherent in the word, and that it  
3 **may**, in proper cases, include **artificial persons**. As an adjective: Existing as an  
4 indivisible entity. Of or relating to a single person or thing, as opposed to a  
5 group. — See Black's Law Dictionary 4th, 7th, and 8th Edition pages 913, 777,  
6 and 2263 respectively.

7 3. **person**: Term may include artificial beings, as corporations. The term means an  
8 individual, corporation, business trust, estate, trust, partnership, limited  
9 liability company, association, joint venture, government, governmental  
10 subdivision, agency, or instrumentality, public corporation, or any other legal or  
11 commercial entity. The term "person" shall be construed to mean and include  
12 an individual, a trust, estate, partnership, association, company or corporation.  
13 **The term "person" means a natural person or an organization. -Artificial**  
14 **persons.** Such as are created and devised by law for the purposes of society and  
15 government, called "corporations" or bodies politic." **-Natural persons.** Such as  
16 are formed by nature, as distinguished from artificial persons, or corporations.  
17 **-Private person.** An individual who is not the incumbent of an office. Persons  
18 are divided by law into natural and **artificial**. Natural persons are such as the  
19 God of nature formed us; **artificial** are such as are created and devised by  
20 **human laws**, for the purposes of society and government, which are called  
21 "corporations" or "bodies politic." — See Uniform Commercial Code (UCC) §  
22 1-201, Black's Law Dictionary 1st, 2nd, and 4th edition pages 892, 895, and 1299,  
23 respectively, 27 Code of Federal Regulations (CFR) § 72.11 - Meaning of terms,  
24 and 26 United States Code (U.S. Code) § 7701 - Definitions.

25 4. **bank**: a **person** engaged in the business of banking and includes a savings  
26 bank, savings and loan association, credit union, and **trust company**. The terms  
27 "banks", "national bank", "national banking association", "member bank",  
28 "board", "district", and "reserve bank" shall have the meanings assigned to



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

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

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

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

1 Territory within the "United States," which entity has its origin and jurisdiction  
2 from Article 1, Section 8, Clause 17-18 and Article IV, Section 3, Clause 2 of the  
3 Constitution for the United States of America. *The terms "United States" and*  
4 *"U.S." are NOT to be construed to mean or include the sovereign, united 50 states of*  
5 *America.*

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

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

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

24 //

25 **PROOF OF SERVICE**

26 STATE OF CALIFORNIA )  
27 ) ss.  
28 COUNTY OF RIVERSIDE )

1 I competent, over the age of eighteen years, and not a party to the within  
2 action. My mailing address is the Walkernova Group Trust, care of: 30650 Rancho  
3 California Road #406-251, Temecula, California [92591]. On December 10, 2024, I  
4 served the within documents:

5 **1. DEFENDANTS' VERIFIED RESPONSE AND DEMAND FOR DISMISSAL OF**  
6 **FRAUDULENT UNLAWFUL DETAINER AND SANCTIONS AGAINST PLAINTIFFS,**  
7 **AND DEMAND FOR CONSIDERED AND STIPULATED \$30 BILLION SUMMARY**  
8 **JUDGEMENT IN FAVOR OF DEFENDANTS, AS A MATTER OF LAW.**

9 **By United States Mail.** I enclosed the documents in a sealed envelope or  
10 package addressed to the persons at the addresses listed below by placing the  
11 envelope for collection and mailing, following our ordinary business practices. I  
12 am readily familiar with this business's practice for collecting and processing  
13 correspondence for mailing. On the same day that correspondence is placed for  
14 collection and mailing, it is deposited in the ordinary course of business with the  
15 United States Postal Service, in a sealed envelope with postage fully prepared. I am  
16 a resident or employed in the county where the mailing occurred. The envelope or  
17 package was placed in the mail in Riverside County, California.

18 Thomas J. Holthus, Kevin R. McCarthy  
19 C/o MCCARTHY & HOLTHUS, LLP  
20 2763 Camino Del Rio S, Suite 100  
San Diego, California [92108]

21 David Preter, Christin Hewitt,  
22 Matthew Havice, Amy Kretovic,  
23 C/o GEORGIAS OWN CREDIT UNION,  
100 Peachtree Street N.W.  
Atlanta, Georgia [30303]

24 Jeffrey Stenman, Andrew Boylan,  
25 Wes Andrews, Fiduciary(ies) Agent(s).  
26 C/o QUALITY LOAN SERVICE CORPORATION  
27 2763 Camino Del Rio S, Suite 450  
San Diego, California [92108]

28 D. James Jim Daras, Fiduciary(ies),  
C/o CENLAR SAVINGS & LOAN  
425 Phillips Boulevard,  
Ewing, New Jersey [08618]

Express Mail #EI982729521US — Dated: December 10, 2024

1 Rob: Bonta  
2 C/o OFFICE OF THE ATTORNEY GENERAL  
3 1300 "I" Street  
4 Sacramento, California [95814-2919]  
5 Registered Mail #RF775821220US

6 Merrick: Garland  
7 C/o OFFICE OF THE ATTORNEY GENERAL  
8 950 Pennsylvania Avenue, NW  
9 Washington, District of Columbia [20530-0001]  
10 Registered Mail #RF775821233US

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

14 Thomas J. Holthus, Kevin R. McCarthy  
15 C/o MCCARTHY & HOLTHUS, LLP  
16 2763 Camino Del Rio S, Suite 100  
17 San Diego, California [92108]  
18 [info@mccarthyholthus.com](mailto:info@mccarthyholthus.com)  
19 [evictions@mccarthyholthus.com](mailto:evictions@mccarthyholthus.com)

20 David Preter, Christin Hewitt,  
21 Matthew Havice, Amy Kretovic,  
22 C/o GEORGIAS OWN CREDIT UNION,  
23 100 Peachtree Street N.W.  
24 Atlanta, Georgia [30303]  
25 [info@georgiasown.org](mailto:info@georgiasown.org)  
26 [amkretovic@georgiasown.org](mailto:amkretovic@georgiasown.org)

27 Jeffrey Stenman, Andrew Boylan,  
28 Wes Andrews, Fiduciary(ies) Agent(s).  
C/o QUALITY LOAN SERVICE CORPORATION  
2763 Camino Del Rio S, Suite 450  
San Diego, California [92108]  
[jstenman@qualityloan.com](mailto:jstenman@qualityloan.com)  
[wandrews@qualityloan.com](mailto:wandrews@qualityloan.com)  
[aboylan@qualityloan.com](mailto:aboylan@qualityloan.com)

D. James Jim Daras, Fiduciary(ies),  
C/o CENLAR SAVINGS & LOAN  
425 Phillips Boulevard,  
Ewing, New Jersey [08618]  
[cenlar@loanadministration.com](mailto:cenlar@loanadministration.com)

I declare under penalty of perjury under the laws of the State of California  
that the above is true and correct. Executed on December 10, 2024 in Riverside  
County, California.

/s/Corey Walker/  
Corey Walker

NOTICE:

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

//

ANKNOWLEDGEMENT:

State of California )  
 ) ss.  
County of Riverside )

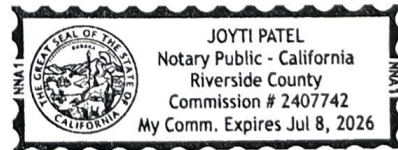
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 10th day of December, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Joyti Patel (Seal)





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 92882
- 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

RI-CI032

<p>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]</p> <p>TELEPHONE NO. (310) 923-8521 FAX NO. (Optional)</p> <p>E-MAIL ADDRESS (Optional): team@walkemovagroup.com</p> <p>ATTORNEY FOR (Name) Plaintiffs</p>	<p align="center">FOR COURT USE ONLY</p>
<p>PLAINTIFF/PETITIONER: KEVIN WALKER ESTATE, DONNABELLE MORTEL ESTATE,                  KEVIN WALKER IRR TRUST, WG EXPRESS TRUST</p> <p>DEFENDANT/RESPONDENT: Kevin R. McCarthy, Thomas J. Holthus, Jeffrey Stenman,                  GEORGIA'S OWN CREDIT UNION, QUALITY LOAN SERVICE                  CORPORATION, MCCARTHY &amp; HOLTHUS, LLP, et al.</p>	<p>CASE NUMBER:</p>
<p><b>CERTIFICATE OF COUNSEL</b></p>	

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](http://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: [Signature]* UCC 1-308, 3-402  
*Attorney in fact* (SIGNATURE) without recourse



1 Kevin Walker, sui juris, In Propria Persona.  
2 <sup>TM</sup>WALKERNOVA 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

7 *Attorney(s) In Fact*, and *Executor(s)* for Plaintiffs.  
8 <sup>TM</sup>WVG EXPRESS TRUST©, <sup>TM</sup>KEVIN WALKER© IRR TRUST  
9 <sup>TM</sup>DONNABELLE MORTEL© ESTATE  
10 <sup>TM</sup>KEVIN WALKER© ESTATE,

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF RIVERSIDE**

13 <sup>TM</sup>KEVIN WALKER© ESTATE,  
14 <sup>TM</sup>DONNABELLE MORTEL© ESTATE,  
15 <sup>TM</sup>KEVIN WALKER© IRR TRUST, <sup>TM</sup>WVG  
16 EXPRESS TRUST©,

17 Plaintiff(s),

18 vs.

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

37 Defendant(s).

Case No.:

**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.**

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

39 **1. Plaintiffs,** <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>DONNABELLE MORTEL©  
40 ESTATE, <sup>TM</sup>KEVIN WALKER© IRR TRUST, <sup>TM</sup>WVG 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] Temecula,  
16 California,' and described as follows: [REDACTED]  
17 Temecula, California, 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, DOC #2024-0291980, APN:  
13 957-570-005, File No.: 37238 KH, where the private trust property is titled to 'WG  
14 **Private Irrevocable Trust, dated Febraury 7, 2022.**' 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**' (31990 Pasos Place,  
28 Temecula, California,' and described as follows: Lot 5 of Tract No. 23209, in the City

1 of Temecula, California, County of Riverside, on file in Book 320, Pages 79 through  
2 97 records of 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 <sup>TM</sup>KEVIN WALKER© ESTATE,  
20 and/or <sup>TM</sup>DONNABELLE 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 #RF661448567US, which was post deposited to private post registered account #RF  
24 661 448 023 US. Said 'MASTER DISCHARGE AND INDEMNITY  
25 BOND' (#RF661448567US) 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' #RF372320890US 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 (7<sup>th</sup> 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 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, DOC #2024-0291980, APN: 957-570-005, File  
12 No.: 37238 KH: 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, DOC #2024-0291980, APN: 957-570-005, File No.: 37238 KH:  
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,' #RF372320890US.
- 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.

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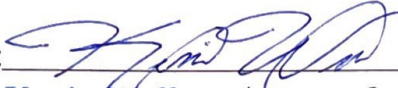
22 **COMMERCIAL OATH AND VERIFICATION:**

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

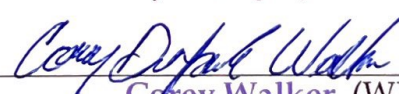
1 Truth regarding same signed and sealed this 14TH day of NOVEMBER in the year  
2 of Our Lord two thousand and twenty four:

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  
11 San Diego, California [92108]  
**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  
18 San Diego, California [92108]  
**Registered Mail #** RF775820578US

19 D. James Jim Daras, Fiduciary(ies),  
20 C/o CENLAR SAVINGS & LOAN  
425 Phillips Boulevard,  
21 Ewing, New Jersey [08618]  
**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  
27 San Diego, California [92108]  
[info@mccarthyholthus.com](mailto:info@mccarthyholthus.com)  
28 [evictions@mccarthyholthus.com](mailto:evictions@mccarthyholthus.com)



**ANKNOWLEDGEMENT:**

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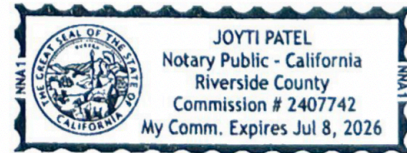
State of California )  
 ) ss.  
County of Riverside )

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)