

Express Mail #EI057570367US / Registered Mail #RF612742369US — Dated: 01/6/2025

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

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

3 C/o 15822 North West 87th Court

4 Miami Lakes, Florida [33018]

5 non-domestic *without* the United States

6 Email: steven@walkernovagroup.com

7 *Attorney(s)-In-Fact, Executor(s), Trustee(s), Authorized*
8 *Representative(s), and Secured Party(ies)* for Plaintiff(s)

9 TMSTEVEN MACARTHUR-BROOKS© TRUST

10 TMSTEVEN MACARTHUR-BROOKS© IRR TRUST ESTATE

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

13 TMSTEVEN MACARTHUR-BROOKS©
14 ESTATE, TMSTEVEN MACARTHUR-
15 BROOKS© IRR TRUST,

16 *Plaintiff(s),*

17 vs.

18 **Alejandro Moreno,**
19 **Shannon Peterson,**
20 **Teresa H. Campbell,**
21 **Shirley Jackson,**
22 **Sheryl Flaughner,**
23 **Nathan Schmidt,**
24 **Carolyn Kissick,**
25 **Ryan Little,**
26 **Scott Carroll,**
27 **Rubie Donaghy,**
28 **SHEPPARD MULLIN RICHTER &**
HAMPTON LLP,
SAN DIEGO COUNTY CREDIT UNION,
SOUTH FLORIDA AUTO RECOVERY,
Does 1-100 Inclusive,

Defendant(s).

Case No.: 2024-020644-CA-01

[AMENDED] VERIFIED COMPLAINT FOR:

1. **FRAUD**
2. **BREACH OF CONTRACT**
3. **THEFT, EMBEZZLEMENT, AND FRAUDULENT MISAPPLICATION OF FUNDS AND ASSETS**
4. **FRAUD, FORGERY, AND UNAUTHORIZED USE OF IDENTITY**
5. **MONOPOLIZATION OF TRADE AND COMMERCE, AND UNFAIR BUSINESS PRACTICES**
6. **DEPRIVATION OF RIGHTS UNDER COLOR OF LAW**
7. **RECEIVING EXTORTION PROCEEDS**
8. **FALSE PRETENSES AND FRAUD**
9. **EXTORTION**
10. **RACKETEERING**
11. **BANK FRAUD**
12. **FRAUDULENT TRANSPORTATION AND TRANSFER OF STOLEN GOODS AND SECURITIES**
13. **SLANDER OF TITLE**
14. **REPLEVIN OR COMPENSATION**
15. **UNLAWFUL INTERFERENCE, INTIMIDATION, EXTORTION, AND EMOTIONAL DISTRESS**
16. **DECLARATORY JUDGEMENT & RELIEF**
17. **SUMMARY JUDGEMENT AS A MATTER OF LAW - AGREED AND STIPULATED (\$2.975) BILLION JUDGEMENT AND LIEN.**

29 **COMES NOW**, Plaintiffs TMSTEVEN MACARTHUR-BROOKS© ESTATE,

30 TMSTEVEN MACARTHUR-BROOKS© IRR TRUST, (hereinafter "Plaintiffs"), by

1 and through their Attorney(s)-in-Fact, **Steven: MacArthur-Brooks** and **Kevin:**
2 **Walker**, who are both proceeding *sui juris, In Propria Persona*, and by *Special*
3 *Limited Appearance*. **Steven** and **Kevin** are **natural freeborn Sovereigns** and state
4 Citizens of California **the republic** in its **De'jure** capacity as one of the several
5 states of the Union 1789. This incidentally makes them both a **national** American
6 Citizen of the republic as per the **De'Jure Constitution for the United States**
7 **1777/1789**.

8 Plaintiffs, acting through their Attorney(s)-in-Fact, assert their *unalienable* right to
9 **contract**, as secured by **Article I, Section 10** of the **Constitution**, which states: "**No**
10 **State shall... pass any Law impairing the Obligation of Contracts.**" and thus which
11 *prohibits* states from impairing the obligation of **contracts**. This clause
12 **unequivocally** prohibits states from impairing the obligation of contracts, including
13 but not limited to, a trust and contract agreement as an '*Attorney-In-Fact*,' and any
14 private contract existing between Plaintiffs and Defendants. A true and correct copy
15 of the '*Affidavit: Power of Attorney In Fact*,' is attached hereto as **Exhibits D** and
16 incorporated herein by reference.

17 Plaintiffs further rely on their inherent rights under the **Constitution** and the
18 common law – rights that predate the formation of the state and remain
19 safeguarded by due process of law

20 **Constitutional Basis:**

21 Plaintiffs assert that their private rights are secured and protected under the
22 **Constitution, common law, and exclusive equity**, which govern their ability to
23 freely contract and protect their property and interests..

24 Plaintiffs respectfully assert and affirm:

- 25 • "The individual may stand upon his constitutional rights as a citizen. He is
26 entitled to carry on his **private** business in his own way. **His power to**
27 **contract is *unlimited***. He owes no such duty [to submit his books and papers
28 for an examination] to the State, since he receives nothing therefrom, beyond

1 the protection of his life and property. His rights are such as existed by the
2 law of the land [Common Law] long antecedent to the organization of the
3 State, and can only be taken from him by due process of law, and in
4 accordance with the Constitution. Among his rights are a refusal to
5 incriminate himself, and the immunity of himself and his property from
6 arrest or seizure except under a warrant of the law. He owes nothing to the
7 public so long as he does not trespass upon their rights." (*Hale v. Henkel*, 201
8 U.S. 43, 47 [1905]).

- 9 • "The claim and exercise of a constitutional **right cannot** be converted into a
10 crime." – *Miller v. U.S.*, 230 F 2d 486, 489.
- 11 • "Where **rights secured by** the Constitution are involved, **there can be no rule**
12 **making or legislation** which would abrogate them." – *Miranda v. Arizona*,
13 384 U.S.
- 14 • "There can be no sanction or penalty imposed upon one because of this
15 exercise of constitutional **rights**." – *Sherar v. Cullen*, 481 F. 945.
- 16 • "A law repugnant to the Constitution is **void**." – *Marbury v. Madison*, 5 U.S.
17 (1 Cranch) 137, 177 (1803).
- 18 • "It is not the duty of the citizen to surrender his rights, liberties, and
19 immunities under the guise of police power or any other governmental
20 power." – *Miranda v. Arizona*, 384 U.S. 436, 491 (1966).
- 21 • "An unconstitutional act is not law; it confers no rights; it imposes no duties;
22 affords no protection; it creates no office; it is, in legal contemplation, as
23 inoperative as though it had never been passed." – *Norton v. Shelby County*,
24 118 U.S. 425, 442 (1886).
- 25 • "No one is bound to obey an unconstitutional law, and no courts are bound to
26 enforce it." – *16 Am. Jur. 2d, Sec. 177, Late Am. Jur. 2d, Sec. 256*.
- 27 • "Sovereignty itself remains with the people, by whom and for whom all
28 government exists and acts." – *Yick Wo v. Hopkins*, 118 U.S. 356, 370 (1886).

Supremacy Clause

Plaintiffs respectfully assert and affirm that:

- **The Supremacy Clause** of the Constitution of the United States (**Article VI, Clause 2**) establishes that **the Constitution**, federal laws made pursuant to it, and treaties made under its authority, constitute the "**supreme Law of the Land**", and thus **take priority over any conflicting state laws**. It provides that state courts are bound by, and state constitutions subordinate to, the supreme law. However, federal statutes and treaties must be within the parameters of the Constitution; **that is, they must be pursuant to** the federal government's **enumerated powers**, and **not violate other constitutional limits on federal power ...** As a constitutional provision identifying the supremacy of federal law, the Supremacy Clause assumes the underlying priority of federal authority, **albeit only when that authority is expressed in the Constitution itself; no matter what** the federal or state governments **might wish to do**, they **must** stay within the boundaries of the **Constitution**.

Plaintiffs sue Defendant(s) and assert as **established, considered, agreed** and **admitted** by Defendants:

1. Plaintiffs, TMSTEVEN MACARTHUR-BROOKS© ESTATE, TMSTEVEN MACARTHUR-BROOKS© IRR TRUST, (collectively referred to as "Plaintiffs") are the holders in due course' of all assets, intangible and tangible, hold allodial title to all assets, and are each **foreign** to the 'United States, which is a federal corporation, as evidenced by 28 U.S. Code § 3002, and are **not** subject to its jurisdiction thereof.

2. Plaintiff(s) is/are **undisputedly** the Real Party(ies) in Interest, holder(s) in due course, Creditor(s), and hold allodial title to **any and all** assets, registered or unregistered, tangible or intangible.

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

1 4. Plaintiffs all have explicitly reserved all of their rights, also in
2 accordance with U.C.C. § 1-308, and have waive **none**.

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

5 **Defendants**

6 6. Defendant(s), Alejandro Moreno, Shannon Peterson, Teresa H.
7 Campbell, Shirley Jackson, Sheryl Flaughner, Nathan Schmidt, Carolyn
8 Kissick, Ryan Little, Scott Carroll, Rubie Donaghy, SHEPPARD MULLIN
9 RICHTER & HAMPTON LLP, SAN DIEGO COUNTY CREDIT UNION,
10 SOUTH FLORIDA AUTO RECOVERY, and/or Does 1-100 Inclusive,
11 according to Law and Statute, are each a 'person,' and/or 'trust' and/or
12 'individual,' and/or 'bank' as defined by 26 U.S. Code § 7701(a)(1), U.C.C. §§
13 1-201 and 4-105, 26 U.S. Code § 581, and 12 U.S. Code § 221a, and/or a
14 'financial institution,' as defined by 18 U.S. Code § 20 - Financial institution
15 defined, and Defendants are **engaged in interstate commerce**, and/or doing
16 business in Riverside, California.

17 7. Defendants are **undisputedly** the **DEBTORS** in this matter.

18 8. Defendants are **undisputedly** **NOT** the CREDITOR(S), or an ASSIGNEE(S) of
19 the CREDITOR(S), in this matter.

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

21 10. Defendants do **NOT** have **any** standing.

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

23 11. Plaintiffs do not know the true names of **Defendants Does 1 through 100**, inclusive,
24 and therefore sues them by those fictitious names. Their true names and capacities are
25 unknown to Plaintiff. When their true names and capacities are ascertained, Plaintiff will
26 amend this complaint by inserting their true names and capacities herein. Plaintiff is
27 informed and believes and thereon alleges that each of these unknown and fictitiously
28 named Defendant(s) claim some right, title, estate, lien, or interest in the hereinafter-

1 described real property adverse to Plaintiff's title, and that their claims, and each of them,
2 constitute a cloud on Plaintiff's title to that real property.

3 **DESCRIPTION OF AFFECTED PRIVATE TRUST PROPERTY**

4 12. This action affects title to the private Trust property (herein referred to as
5 "private property" and/or "subject property") situated in the county of Miami-
6 Dade, Florida, commonly described as a [2018 GMC SIERRA 1500, with VIN #](#)
7 [3GTP1NEC0JG447243](#), hereinafter referred to as the "Property," and all bonds,
8 securities, Federal Reserve Notes, assets, tangible and intangible, registered and
9 unregistered, and more particularly described in the Authentic UCC1 filing and
10 NOTICE #[2024400157-3](#) and UCC3 filing and NOTICE #[2024405802-2](#) and
11 [2024403283-5](#), all Filed in the Office of Secretary of State State Of Nevada. Attached
12 hereto as **Exhibits A, B, and C** respectively, and incorporated herein by reference.

13 13. This action also affected any titles, investments, interests, principal amounts,
14 **credits**, funds, assets, bonds, Federal Reserve Notes, notes, bills of exchange,
15 entitlements, negotiable instruments, or similar collateralized, hypothecated, and/
16 or securitized items in any manner tied to Plaintiffs' signature, promise to pay,
17 order to pay, endorsement, credits, authorization, or comparable actions
18 (collectively referred to hereinafter as "Assets").

19 **STANDING**

20 14. Plaintiffs are **undisputedly** the Real Party(ies) in Interest, holder(s) in
21 due course, Creditor(s), and hold allodial title to **any and all** assets,
22 registered or unregistered, tangible or intangible, in accordance with contract
23 law, principles, **common law, exclusive equity**, the right to equitable
24 subrogation, and the U.C.C. (Uniform Commercial Code). This is further
25 evidenced by the following UCC filings, all duly filed in the Office of the
26 Secretary of State, State of Nevada: **UCC1 filing #[2024400157-3](#) and UCC3**
27 **filing #[2024405802-2](#) and [2024403283-5](#)** (Exhibits A, B, and C), and in
28 accordance with UCC §§ 3-302, 9-105, and 9-509.

1 15. **Plaintiffs'** contracted Attorney in Fact, Executor, and Authorized
2 Representatives are Steven MacArthur-Brooks and Kevin Walker, as
3 evidenced by the 'Affidavit: Power of Attorney in Fact,' attached hereto as
4 **Exhibit D**, and incorporated herein by reference.

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

7 17. Plaintiff(s) alone possess(es) *exclusive equity*.

8 18. Defendants do **NOT** have **any** valid interest or standing.

9 19. Defendants do **NOT** have a valid claim to the '**Property**' (2018 GMC
10 SIERRA 1500 with VIN # 3GTP1NEC0JG447243), or any of the respective
11 Assets, registered and unregistered, tangible and intangible.

12 //

13 **'state Citizen' vs 'citizen of the United States'**

14 20. "**The fourteenth amendment creates and defines citizenship of the United**
15 **States**. It had long been contended, and had been held by many learned authorities,
16 and had never been judicially decided to the contrary, that there was no such thing
17 as a citizen of the United States, except as that condition arose from citizenship of
18 some state. No mode existed, it was said, of obtaining a citizenship of the United
19 States, except by first becoming a citizen of some state. *This question is now at rest.*

20 The fourteenth amendment defines and declares who shall be citizens of the United
21 States, to wit, "all persons born or naturalized in the United States, and subject to
22 the jurisdiction thereof." The latter qualification was intended to exclude the
23 children of foreign representatives and the like. With this qualification, every
24 person born in the United States or naturalized is declared to be a citizen of the
25 United States and of the state wherein he resides." – UNITED STATES V.

26 ANTHONY. [11 Blatchf. 200; 5 Chi. Leg. News. 462, 493; 17 Int. Rev. Rec. 197; 30
27 Leg. Int. 266; 5 Leg. Op. 63; 20 Pittsb. Leg. J. 199.] Circuit Court, N. D. New York.
28 June 18, 1873.

1 21. "It is quite clear, then, that there is a citizenship of the United States**
2 **and** a citizenship of a State, which are distinct from each other and which depend
3 upon different characteristics or circumstances in the individual." — [Slaughter](#)
4 [House Cases](#), 83 U.S. 36 (1872).

5 22. "We have in our political system a Government of the United States **and a**
6 **government of each of the several States**. Each one of these governments is distinct
7 from the others, and each has citizens of its own who owe it allegiance, and whose
8 rights, within its jurisdiction, it must protect. **The same person may be at the same**
9 **time a citizen of the United States and a Citizen of a State**, but his rights of
10 citizenship under one of these governments will be different from those he has
11 under the other." — Slaughter House Cases **United States vs. Cruikshank**, 92 U.S.
12 542 (1875).

13 23. "One may be a citizen of a State and yet not a citizen of the United States."
14 — Thomasson v. State, 15 Ind. 449; Cory v. Carter, 48 Ind. 327 (17 Am. R. 738);
15 [McCarthy v. Froelke](#), 63 Ind. 507; [In Re Wehlitz](#), 16 Wis. 443. [[McDonel v. State](#), 90
16 Ind. 320, 323 (1883)] [underlines added].

17 24. "The first clause of the fourteenth amendment of the federal Constitution
18 made negroes citizens of the United States**, and citizens of the state in which
19 they reside, and thereby created **two classes** of citizens, one of the United States**
20 and the other of the state." — [4 Dec. Dig. '06, p. 1197, sec. 11] ["Citizens" (1906),
21 emphasis added].

22 25. "That there is **a citizenship of the United States and a citizenship of a state**,
23 and the privileges and immunities of one are not the same as the other is well
24 established by the decisions of the courts of this country." — [[Tashiro v. Jordan](#),
25 201 Cal. 236 (1927)].

26 26. "... both before and after the Fourteenth Amendment to the federal Constitution, it
27 has not been necessary for a person to be a citizen of the United States in order to be a
28 citizen of his state." — [[Crosse v. Board of Supervisors of Elections](#)] [221 A.2d 431 (1966)].

1 27. “The privileges and immunities clause of the Fourteenth
2 Amendment protects very few rights because it neither incorporates any of
3 the Bill of Rights nor protects all rights of individual citizens. See Slaughter-
4 House Cases, 83 U.S. (16 Wall.) 36, 21 L.Ed. 394 (1873). Instead, this
5 provision protects only those rights peculiar to being a citizen of the federal
6 government; it does not protect those rights which relate to state citizenship.”
7 – [Jones v. Temmer, 829 F.Supp. 1226 (USDC/DCO 1993)]

8 28. The 1st clause of the fourteenth Amendment states: “All persons born
9 or naturalized in the United States, **and** subject to the jurisdiction thereof, are
10 citizens of the United States and the state wherein they reside.”

11 29. The 1st clause of the fourteenth Amendment **does not** say: “All persons
12 born or naturalized in the United States, **are** subject to the jurisdiction
13 thereof”

14 30. The 1st clause of the fourteenth Amendment contains **two**
15 **requirements** for United States citizenship: **(a)** that a person be born or
16 naturalized in the United States **and** **(b)** that a person be subject to the
17 jurisdiction of the United States.

national/non-citizen national aka state Citizen

18
19 1. The **Department of State** document, “Certificates of Non-Citizen Nationality,”
20 located at [https://travel.state.gov/content/travel/en/legal/travel-legal-considerations/us-](https://travel.state.gov/content/travel/en/legal/travel-legal-considerations/us-citizenship/Certificates-Non-Citizen-Nationality.html)
21 [citizenship/Certificates-Non-Citizen-Nationality.html](https://travel.state.gov/content/travel/en/legal/travel-legal-considerations/us-citizenship/Certificates-Non-Citizen-Nationality.html) says – in part – in the 3rd
22 paragraph: “Section 101(a)(21) of the INA defines the term ‘**national**’ as ‘a
23 person owing permanent allegiance to a state.’ Section 101(a)(22) of the INA
24 provides that the term ‘**national** of the United States’ includes all U.S. citizens as
25 well as persons who, though not citizens of the United States, owe permanent
26 allegiance to the United States (**non-citizen nationals**).”

27 2. **Title 8 U.S. Code 1101(a)(22) - Definition**, expressly stipulates, “ **(22)**The term
28 “**national** of the United States” means (A) a citizen of the United States, or (B) a

1 person who, though not a citizen of the United States, owes permanent
2 allegiance to the United States.”

3 3. 22 CFR § 51.2 - Passport issued to nationals only, stipulates: (a) A passport may
4 be issued **only** to a U.S. **national**.

5 4. 22 CFR § 51.3 - Types of passports, stipulates: (a) Regular passport. A regular passport
6 is issued to a **national** of the United States. (e) Passport card. A passport card is issued
7 to a **national** of the United States on the same basis as a regular passport.

8 5. Attached is national’s national/ non-citizen national PASSPORT CARD
9 #[C34494678](#) and PASSPORT BOOK #[A45202697](#), as defined by **22 CFR § 51.2**
10 **and 22 CFR § 51.3 and** these DOCUMENTS unequivocally demonstrates that the
11 holder (Affiant) is a ‘**national**,’ as defined by these provisions. Attached hereto as
12 **Exhibits O and P** and incorporated herein by reference.

13 31. Title 18 U.S. Code § 112 - Protection of foreign officials, official guests,
14 and internationally protected persons, expressly stipulates that “foreign
15 government”, “foreign official”, “internationally protected person”, “international
16 organization”, “**national** of the United States”, and “official guest” have the *same*
17 *meaning*.

18 32. It is **unequivocally true** that Title 18 U.S. Code § 112 - Protection of foreign
19 officials, official guests, and internationally protected persons expressly
20 stipulates that in addition to being a **national**, a national is *also* considered a
21 “foreign government”, “foreign official”, “internationally protected person”,
22 “international organization”, “**national** of the United States”, and “official guest.”

23 **UNREBUTTED AFFIDAVITS, STIPULATED FACTS,**
24 **CONTRACT SECURITY AGREEMENT, AND**
25 **AUTHORIZED JUDGMENT AND LIEN**

26 33. Plaintiffs and Defendants are parties to certain Contract and Security
27 Agreements, specifically contract security agreement numbers

28 **[9589071052701733216000](#), [9589071052701733216123](#), and [RF204463888US](#)**. Each

1 contract security agreement and/or self-executing contract security agreement was
2 received, considered, and agreed to by Defendants through silent acquiescence,
3 tacit agreement, and tacit procurement. Each contract also includes a corresponding
4 Form 3811, which was signed as evidence of receipt. — **AN UNREBUTTED**

5 **AFFIDAVIT STANDS AS TRUTH IN COMMERCE.** (12 Pet. 1:25; Heb. 6:13-15);

6 'He who does not deny, admits. **AN UNREBUTTED AFFIDAVIT BECOMES THE**
7 **JUDGEMENT IN COMMERCE.** (Heb. 6:16-17); 'There is nothing left to resolve.'

8 All referenced contracts and signed Forms 3811 are attached hereto as **Exhibits E, F,**
9 **G, H, I, and J** respectively, as follows:

- 10 • **Exhibit E:** [Contract Security Agreement #RF204463888US](#).
- 11 • **Exhibit J:** Form 3811 corresponding to Exhibit E:
- 12 • **Exhibit F:** [Contract Security Agreement #9589071052701733216000](#).
- 13 • **Exhibit G:** Form 3811 corresponding to Exhibit F:
- 14 • **Exhibit H:** [Contract Security Agreement #9589071052701733216123](#).
- 15 • **Exhibit I:** Form 3811 corresponding to Exhibit H.

16 34. **Self-Executing Contract Security Agreements** were *received,*
17 *considered,* and *agreed* to by Defendants, acknowledging and accepting a
18 Judgement, Summary Judgement, and/or Lien Authorization (in accordance
19 with U.C.C. § 9-509), against Defendants in the amount of Two Billion Nine
20 Hundred Seventy Five Million and 00/100 U.S. Dollars (\$2,975,000,000.00 USD), in
21 favor of Plaintiffs.

22 35. Defendant(s) have/had a **duty** to respond to all of Plaintiffs' NOTICES
23 and binding CONTRACTS, and have intentionally and willfully remained silent
24 and and dishonor

25 36. Defendants have *received, considered,* and *agreed* to **all** the terms of all
26 contract agreements, constituting a bona fide contract under the principles of
27 contract law and the Uniform Commercial Code (U.C.C.). Pursuant to the mailbox
28 rule, which establishes that **acceptance of an offer is effective when dispatched**

1 (U.C.C. § 2-206. Offer and Acceptance in Formation of Contract) and **principles** of
2 **silent acquiescence, tacit procurement, and tacit agreement**, the acceptance is valid.
3 This acceptance is in alignment with the doctrine of 'offer and acceptance' and the
4 provisions of U.C.C. § 2-202, which governs the **final** expression of the
5 CONTRACT. 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 #2024400157-3
9 **and UCC3 filing and NOTICE #2024405802-2 and 2024403283-5** (Exhibits A, B, and
10 C).

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

13 37. **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 E, F, and H). These affidavits present facts that all parties have
16 agreed to. Consequently, all issues are considered settled according to the principles
17 of *res judicata*, which are further supported by U.C.C. § 2-202, *Final* Written
18 Expression: Parol or Extrinsic Evidence. This section states that a writing intended
19 by the parties to serve as the definitive *final* expression of their **agreement** cannot
20 be contradicted by any evidence of prior or contemporaneous agreements.

21 38. **U.C.C. § 1-103 - Enforcement of Contract and Fraud:** Under U.C.C. §
22 1-103, the Uniform Commercial Code applies to contracts unless explicitly stated
23 otherwise. This section provides that fraud, duress, or any unlawful condition does
24 **not** negate the binding nature of the contract. Therefore, the contracts in question
25 are enforceable as written, free from fraud or misrepresentation, and valid under
26 commercial law principles.

27 39. **U.C.C. § 2-204 - Formation of Contract:** As further supported by U.C.C. §
28 2-204, a contract can be formed even if the exact terms are not yet agreed upon,

1 provided that there is an intention to form a contract and an agreement on essential
2 terms. This principle affirms that the actions of the parties and the language in the
3 un rebutted affidavits constitute an agreement to the terms at hand, making
4 arbitration unnecessary.

5 40. [U.C.C. § 2-206 - Offer and Acceptance](#): Additionally, U.C.C. § 2-206
6 confirms that an offeror is bound by the terms once an offer is accepted, unless the
7 offer states otherwise. The verified commercial affidavits and contract and security
8 agreements (Exhibits E, F, and H) submitted are *prima facie evidence* that the
9 parties have mutually agreed to the terms, thereby forming a **CONTRACT** under
10 the **principles** of offer and acceptance outlined in U.C.C. § 2-206.

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

19 42. 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 E, F, and H), Defendants or the entity they represent
22 **is/are the DEBTOR(S)** in this matter.

23 43. 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 E, F, and H), Defendants
26 are **NOT** the CREDITOR, or an ASSIGNEE of the CREDITOR, in this matter.

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

1 security agreement(s) (Exhibits E, F, and H), Defendants are indebted to Plaintiffs in
2 the amount of **Two Billion Nine Hundred Seventy-Five Million and 00/100 U.S.**
3 **Dollars (\$2,975,000,000.00).**

4 45. 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 E, F, and H) Defendants do NOT have ‘standing.’

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

17 47. 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 E, F, and H), “Statements of **fact** contained in
20 affidavits which are **not** rebutted by the opposing party's **affidavit or pleadings**
21 **may**[must] be accepted as **true** by the trial court.” --Winsett v. Donaldson, 244
22 N.W.2d 355 (Mich. 1976).

23 48. 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 E, F, and H), the principles of *res judicata, stare*
26 *decisis*, and **collateral estoppel** apply to the unrebutted commercial 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 judgement, as *a matter of law*. - 'HE WHO LEAVES THE
2 BATTLEFIELD FIRST LOSES BY DEFAULT.'

3 //

4 JUDGEMENT OF \$2,975,000,000.00 CONSIDERED,
5 AGREED TO, AND AUTHORIZED.

6 49. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted
7 verified commercial affidavits, contract agreement, and/or self-executing contract
8 security agreement(s) (Exhibits E, F, and H), Defendants **fully authorize, endorse,**
9 **support,** and advocate for the entry of a UCC commercial judgment and lien in the
10 amount of **Two Billion Nine Hundred Seventy-Five Million and 00/100 U.S.**
11 **Dollars (\$2,975,000,000.00) against Defendants, in favor of Plaintiffs,** as also
12 **evidenced** by INVOICE/TRUE BILL #SANDIEGOCREDITDISHONOR24 which is
13 a part of **Exhibit E**.

14 50. 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 E, F, and H), should it be **deemed** necessary, the
17 Plaintiffs are **fully Authorized** to initiate the filing of a lien, and the seizing of
18 property to secure satisfaction of the **ADJUDGED, DECREED, AND**
19 **AUTHORIZED** sum total due to **Affiant**, and/or TMSTEVEN MACARTHUR-
20 BROOKS© ESTATE, and/or TMSTEVEN MACARTHUR-BROOKS© IRR TRUST of,
21 **Two Billion Nine Hundred Seventy-Five Million and 00/100 U.S. Dollars**
22 **(\$2,975,000,000.00).**

23 **DEFENDANTS PRESUMED TO BE IN DISHONOR: UCC § 3-505**

24 51. Defendants are **presumed** to be in **dishonor**, in accordance with **U.C.C. §**
25 **3-505**, as evidenced by the attached **Affidavit Certificate** of Dishonor, Non-response,
26 **DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION** (Exhibit E).

27 52. Defendants **have not** submitted any evidence to contradict or rebut the
28 statements made in the affidavits. As a result, the facts set forth in the affidavits are

1 deemed true and uncontested. *Additionally*, the California Evidence Code § 664
2 and related case law support the presumption that official duties have been
3 regularly performed, and *unrebutted* affidavits stand as **Truth**.

4 53. Defendants may **not** argue, controvert, or otherwise protest the finality of the
5 administrative findings established through the unrebutted affidavits. As per
6 established legal principles, once an affidavit is submitted and not rebutted, its
7 content is accepted as true, and Defendants are barred from contesting these
8 findings in subsequent processes, whether administrative or judicial.

9 //

10 **'Tender of Payment' made in 'full satisfaction' and Dollar for**
11 **Dollar Discharge: U.C.C §§ 3-104, 3-601, 3-603, [3-311](#), 9-105, 9-509,**
12 **House Joint Resolution 192 of June 5, 1933 Public Law 73-10.**

13 54. Plaintiffs under threat, duress, coercion, and extortion, made tender of
14 payment to Defendant(s), in **good faith** in the amount of **Twenty-Four Thousand**
15 **U.S. Dollars (\$24,000.00 USD)** for settlement and "**full satisfaction**," and have been
16 made to a person entitled to enforce the instrument, as evidenced by Certified Mail
17 Number 9589071052701733216000, the respective Certified BILL OF EXCHANGE
18 hereto as Exhibit K, and incorporated herein by reference.

19 55. Defendant(s) individually and collectively, **fully agree** that if said tender of
20 payment is/was "**refused**" there is/was **discharge, to the extent of the amount of**
21 **the tender**, as stipulated by U.C.C. § 3-603. Given the clear indication of tender of
22 payment contained a statement to the effect that the instrument was tendered as
23 **full satisfaction** of the claim, as stipulated by U.C.C. § 3-311, there is again
24 **discharge**.

25 56. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted verified
26 commercial affidavits, contract agreement, and/or self-executing contract security
27 agreement(s) (Exhibits E, F, and H), Defendants individually and collectively, **fully**
28 **agree**, that **House Joint Resolution 192 of June 5, 1933, Public Law 73-10** expressly

1 stipulates, '**every provision** contained in or made with respect to **any** obligation which
2 purports to give the obligee a right to require payment in gold **or a particular kind of**
3 **coin or currency**, or in an amount in money of the United States measured thereby, is
4 **declared to be against public policy**; and **no such provision shall be contained in or**
5 **made with respect to any obligation hereafter incurred. Every obligation**, heretofore
6 of hereafter incurred, whether or not any such provision is contained therein or made
7 with respect thereto, **shall be discharged** upon payment, **dollar for dollar**, in **any coin**
8 **or currency** which at the time of payment is legal tender for public and private debts.

9 57. A **Library of Congress Certified Copy** of *The Public Statutes at Large of the*
10 *United States of America* from March 1933 to June 1934: House Joint Resolution 192
11 of June 5, 1933, Public Law 73-10, is attached hereto as.

12 **SPECIAL DEPOSIT and MASTER INDEMNITY BOND**

13 58. This notarized, authorized, and indorsed VERIFIED COMPLAINT
14 itself acted as a BOND and/or MONETARY INSTRUMENT, as defined by **31**
15 **U.S. Code § 5312 and U.C.C. § 3-104**, supplemented by the MASTER
16 INDEMNITY BOND (Exhibit S), and that the BOND also satisfies the
17 procedural and substantive requirements of **Rule 67 of the Federal Rules of**
18 **Civil Procedure. Exclusive equity** supports this claim, as it ensures that no
19 competing claims will infringe upon the Plaintiffs' established rights to this
20 bond of and will be reported on the forms 1099-A, 1099-OID, and/or 1099-B,
21 with Plaintiff(s) evidenced as the CREDITOR(S)

22 59. Janet Yellen and/or the United States Treasury is the registered holder and
23 fiduciary of/for Plaintiff(s)' the private **Two Hundred Billion Dollar**
24 **(\$200,000,000,000.00 USD) 'MASTER DISCHARGE AND INDEMNITY BOND'**
25 **#RF372320890US**, which was post deposited to private post registered account **#RF**
26 **204 463 931 US**. Said 'MASTER DISCHARGE AND INDEMNITY
27 BOND' (**#RF372320890US**) expressly stipulates it is "insuring, underwriting,
28 indemnifying, discharging, paying and satisfying **all** such account holders and

1 accounts dollar for dollar against **any and all pre-existing, current and future**
2 losses, costs, debts, taxes, encumbrances, deficits, deficiencies, liens, judgments,
3 true bills, obligations of contract or performance, defaults, charges, and any and all
4 other obligations **as may exist or come to exist** during the term of this Bond... Each
5 of the said account holders and accounts **shall be severally insured, underwritten**
6 **and indemnified against any and all future Liabilities as may appear, thereby**
7 **instantly satisfying all such obligations dollar for dollar without exception**
8 through the above-noted Private Offset Accounts up to and including the full face
9 value of this Bond through maturity." A copy of 'MASTER DISCHARGE AND
10 INDEMNITY BOND' #RF372320890US is attached hereto as **Exhibit L** and
11 incorporated herein by reference, **and will serve as a CAUTION and/or BOND for**
12 **immediate adjustment and setoff of any and all costs associated with these**
13 **matters.**

14 **Gold Reserve Act of 1934, Public Law 73-87, Title III, Section 3**
15 60. As *considered, agreed, and stipulated* by Defendant(s) in the
16 unrebutted verified commercial affidavits, contract agreement, and/or self-
17 executing contract security agreement(s) (Exhibits E, F, and H), Defendants
18 individually and collectively, fully agree that **Gold Reserve Act of 1934,**
19 **Public Law 73-87, Title III, Section 3,** stipulates: "(a) *every* provision
20 contained in or made with respect to *any* obligation which purports to give
21 the obligee a right to **require payment in gold or a particular kind of coin or**
22 **currency** of the United States, or in an amount in money of the United States
23 measured thereby, **is declared to be against** public policy. (b) Every
24 **obligation**, heretofore or hereafter incurred, **shall be discharged upon**
25 **payment, dollar for dollar, in any coin or currency** which at the time of
26 payment is legal tender for **public and private** debts.

27 **GENERALLY ACCEPTED AUDITING STANDARDS (GAAS)**
28 **and 12 U.S. Code §§ 83, 411, and 412**

1 61. 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 E, F, and H), Defendants never at any time risked
4 any of their/its assets and truly only *exchanged* the GENUINE ORIGINAL
5 PROMISSORY NOTE for “credit” according to the **Federal Reserve** Generally
6 Accepted Auditing Standards (GAAS) with the FEDERAL RESERVE SYSTEM, and
7 the applicable provisions under the **Federal Reserve System** and **Title 12 U.S.**
8 **Code §§ 83, 411, and 412.**

9 62. 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) (attached hereto as *Exhibits E, F, and H*), Defendants never, at
12 any time, risked any of their own assets in the transaction. Instead, Defendants
13 merely exchanged the **GENUINE ORIGINAL PROMISSORY NOTE** provided by
14 Plaintiffs for “credit,” in accordance with the Federal Reserve’s Generally Accepted
15 Auditing Standards (GAAS), and the applicable provisions under the **Federal**
16 **Reserve System** and **Title 12 U.S. Code §§ 83, 411, and 412.**

17 Specifically:

18 **1. Prohibition Against Lending Bank Funds:**

19 Pursuant to **12 U.S.C. § 83 - ‘Loans by bank on its own stock’**, a national
20 bank is *expressly prohibited* from lending its own capital, including its funds
21 or assets, for *any* purpose. This statutory restriction ensures that banks do not
22 risk their depositors’ money or their reserve capital in loan transactions.
23 Instead, banks act as *intermediaries*, aka *money changers*, exchanging currency
24 and issuing “credit” based on MONETARY INSTRUMENTS of value
25 provided by borrowers. The Plaintiffs’ promissory note served as such an
26 MONETARY INSTRUMENT of value, enabling the Defendants to *purchase*
27 *and acquire* Plaintiffs’ MONETARY INSTRUMENT and then extend “credit”
28 without utilizing their own funds.

1 **12 U.S.C. § 83** provides:

2 “No national bank shall make any loan or discount on the security of the
3 shares of its own capital stock. Nor shall any such association be the
4 purchaser or holder of any such shares unless such security or purchase shall
5 be necessary to prevent loss upon a debt previously contracted in good
6 faith...”

7 While the statute focuses on preventing national banks from engaging in self-
8 dealing with their capital stock, it also establishes the general **principle** that
9 banks *cannot* loan their own assets or funds directly. This underscores the
10 fact that the Plaintiffs’ promissory note, not the Defendants’ capital, initiated
11 and facilitated the transaction.

12 **2. The PROMISSORY NOTE as Collateral:**

13 Plaintiffs’ promissory note was a **negotiable instrument** under the Uniform
14 Commercial Code (UCC), representing real value. Defendants monetized this
15 NOTE to create “credit,” rather than lending any pre-existing funds or
16 risking their own assets. The note became **collateral** for the credit issued by
17 Defendants, effectively making the Plaintiffs’ own MONETARY
18 INSTRUMENT/PROMISSORY NOTE the originating instrument and asset of
19 the transaction.

20 **3. Exchange of Equivalent Value, Not a Loan:**

21 The transaction constituted an **exchange of currency**, whereby Plaintiffs
22 provided the asset (the promissory note) that Defendants used to generate
23 credit. Defendants then issued this credit to Plaintiffs, demonstrating that no
24 traditional loan of pre-existing money occurred. Plaintiffs’ promissory note
25 became the basis for the issuance of credit in compliance with **12 U.S.C. § 411**,
26 which governs the issuance of Federal Reserve Notes as obligations of the
27 United States, backed by collateral.

28

1 **4. Unjust Enrichment and Fraudulent Misrepresentation:**

2 By accepting and monetizing Plaintiffs' promissory note, Defendants
3 obtained the full value of the alleged loan at the outset, while failing to
4 disclose that no actual funds of their own were provided. Defendants'
5 retention of the note without returning equivalent collateral or funds
6 constitutes **unjust enrichment**. Furthermore, their failure to disclose the true
7 nature of the transaction represents **fraudulent misrepresentation**, as
8 Plaintiffs were led to believe that Defendants provided a traditional loan.

9 //

10 **5. Legal and Financial Implications:**

11 The Plaintiffs' promissory note created the very credit extended to them,
12 meaning that Plaintiffs have already provided the full value of the alleged
13 loan. Consequently, no genuine debt exists between Plaintiffs and
14 Defendants. Under the principles of equity and commercial law, the
15 transaction must be treated as satisfied by the Plaintiffs' provision of the
16 promissory note.

17 Defendants' reliance on the Plaintiffs' note as the originating asset further
18 establishes that Plaintiffs are the rightful creators of the credit and should not
19 be subjected to repayment obligations on funds that originated from their
20 own instrument.

21 **[12 U.S.C. 1813\(L\)\(1\): The term 'Deposit' Defined](#)**

22 63. As considered, agreed, and stipulated by Defendant(s) in the unrebutted
23 verified commercial affidavits, contract agreement, and/or self-executing contract
24 security agreement(s) (Exhibits E, F, and H), as under [12 U.S.C. 1813\(L\)\(1\)](#), [“]the
25 term ‘deposit’ means— the unpaid balance of money or its equivalent received or
26 held by a bank or savings association in the usual course of business and **for which**
27 **it has given or is obligated to give credit**, either conditionally or unconditionally,
28 to a commercial, checking, savings, time, or thrift account, or which is evidenced by

1 its certificate of **deposit**, thrift certificate, investment certificate, certificate of
2 indebtedness, or other similar name, or a check or draft drawn against
3 a deposit account and certified by the bank or savings association, or a letter of
4 credit or a traveler's check on which the bank or savings association is primarily
5 liable: Provided, That, without limiting the generality of the term "**money or its**
6 **equivalent**", **any such account or instrument must be regarded as evidencing** the
7 receipt of the **equivalent of money when credited or issued in exchange** for checks
8 or drafts **or** for a **promissory note** upon which the person obtaining any such **credit**
9 or instrument is primarily or secondarily liable, **or** for a charge against
10 a deposit account, **or** in settlement of **checks, drafts**, or other instruments
11 forwarded to such bank or savings association for collection.[""]

12 64. As considered, agreed, and stipulated by Defendant(s) in the
13 unrebutted verified commercial affidavits, contract agreement, and/or self-
14 executing contract security agreement(s) (Exhibits E, F, and H), Defendants
15 individually and collectively, fully agree that **Under Title 12 U.S.C. 1813(L)(1)**
16 when the purported borrower gives, deposits, or surrenders or the subsequent
17 **supposed** loan owner obtains the PROMISSORY NOTE, it becomes a CASH ITEM
18 and Defendant(s), and/or their Corporation, parent Corporation and other
19 subsidiaries are required to give the **purported** borrower a **CASH RECEIPT**. The
20 deposit of Plaintiff's promissory note was made to a demand deposit account
21 Defendant(s), and/or their Corporation, parent Corporation and other subsidiaries
22 are required to show it on THEIR books, but **instead YOU/THEY do an offset** entry
23 and **intentionally fail** to give the **purported borrower and/or Affiant a CASH**
24 **RECEIPT**.

25 65. 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 E, F, and H), Defendants individually and
28 collectively, fully agree that Plaintiff(s) is/are the Creditor(s) and the source of all

1 equity used for the acquisition of the Property, and the holder in due course of all
2 assets, as evidenced by **UCC1 filing #2024400157-3, and UCC3 filing and NOTICE**
3 **#2024405802-2 and 2024403283-5** (Exhibits A, B, and C).

4 66. 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 E, F, and H), the forms 1099-A, 1099-C, and 1099-
7 OID have been filed and Accepted by the Internal Revenue Service, correctly and
8 appropriately listing Plaintiff(s) as “LENDER” and “PAYER,” and Defendant(s) as
9 BORROWER and “RECIPIENT,” indicating discharge, settlement and satisfaction
10 of any **purported** obligation. Each form is attached hereto as **Exhibits M and N**
11 respectively, as follows:

- 12 • **Exhibit M:** 2024 form 1099-OID, for \$24,000.00
- 13 • **Exhibit N:** 2024 form 1099-A, for \$24,000.00

14 67. 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 E, F, and H), Defendant(s) has/have been **paid in**
17 **full for any purported** “contract” and/or obligation.

18 68. As considered, agreed, and stipulated by Defendant(s) in the
19 unrebutted verified commercial affidavits, contract agreement, and/or self-
20 executing contract security agreement(s) (Exhibits E, F, and H), the
21 unrebutted affidavits themselves serve as **prima facie evidence** of **fraud,**
22 **embezzlement, fraud, larceny, intensity theft, conspiracy, deprivation of**
23 **rights under the color of law, extortion. coercion, injury and damage to**
24 **Affiant and proof of claim. See *United States v. Kis*, 658 F.2d, 526 (7th Cir.**
25 **1981)., “Appellee had the burden of first proving its prima facie case and**
26 **could do so by affidavit or other evidence.”**

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

1 security agreement(s) (Exhibits E, F, and H), Defendants have **individually and**
2 **collectively admitted the statements and claims** by TACIT PROCURATION, all
3 issues are deemed **settled RES JUDICATA, STARE DECISIS** and by
4 **COLLATERAL ESTOPPEL,**

5 **GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (GAAP)**

6 70. As *considered, agreed, and stipulated* by Defendant(s) in the *unrebutted*
7 verified commercial affidavits, contract agreement, and/or self-executing contract
8 security agreement(s) (Exhibits E, F, and H), Defendants never at any time risked
9 any of its assets and truly only exchanged the GENUINE ORIGINAL
10 PROMISSORY NOTE for “credit” according to the **Generally Accepted Accounting**
11 **Principles (GAAP)**. ‘Banks’ are **required** to adhere Generally Accepted Accounting
12 Principles and as **evidenced** by, [12 U.S.C 1831n - ‘Accounting objectives,](#)
13 [standards, and requirements’](#): [“(2) Standards (A)Uniform accounting principles
14 consistent with GAAP Subject to the requirements of this chapter and any other
15 provision of Federal law, the accounting principles applicable to reports or
16 statements required to be filed with Federal banking agencies by all **insured**
17 **depository institutions** shall be uniform and consistent with generally accepted
18 accounting principles.”]

19 71. As *considered, agreed, and stipulated* by Defendant(s) in the *unrebutted*
20 verified commercial affidavits, contract agreement, and/or self-executing
21 contract security agreement(s) (Exhibits E, F, and H), **GAAP** follows an
22 accounting convention that lies at the heart of the **double-entry bookkeeping**
23 **system** called the **Matching Principle**. This principle works are follows:
24 when a bank accepts bullion, coin, currency, drafts, promissory notes, or any
25 other similar instruments (hereinafter “instruments”) from customers and
26 deposits or records the instruments as assets, it must record offsetting
27 liabilities that match the assets that it accepted from customers. **The**
28 **liabilities** represent the amounts that the [bank owes the customers](#), funds

1 accepted from customers. If a fractional reserve banking system like the
2 United States banking system, most of the funds advanced to borrowers
3 (assets held by banks) are created by the banks, once they purchase/acquire
4 the TRUE Creditor's Asset (NOTE, ORDER, DRAFT, LETTER OF CREDIT,
5 MONEY ORDER, SECURITY, ETC.) and are not merely transferred from one
6 set of depositors to another set of borrowers. Said Asset remains an Asset to
7 Plaintiffs.

8 72. As *considered, agreed, and stipulated* by Defendant(s) in the
9 *unrebutted* verified commercial affidavits, contract agreement, and/or self-
10 executing contract security agreement(s) (Exhibits E, F, and H), GAAP is
11 **intended to ensure consistency among financial records, financial**
12 **transparency, and protection from fraud or misleading company reports.**

13 //

14 **SUMMARY JUDGMENT IS DUE AS A MATTER OF LAW**

15 73. **California Code of Civil Procedure § 437c(c)**: Under California Code of Civil
16 Procedure § 437c(c), **summary judgment is appropriate** when “there is no triable
17 issue as to any material fact and the moving party is entitled to judgment as a
18 matter of law.” The undisputed facts of this case, as evidenced by the *unrebutted*
19 **affidavits** submitted by Plaintiffs, demonstrate and **evidence** that no triable issues
20 of material fact remain.

21 74. Defendants have failed to controvert or respond to Plaintiffs' verified
22 affidavits with competent evidence, thereby rendering the affidavits conclusive and
23 binding under both statutory and case law, *res judicata, stare decisis, collateral*
24 *estoppel*.

25 75. **Unrebutted Affidavits Establish No Disputed Facts**: Plaintiffs' affidavits
26 were submitted in good faith and stand as truth in commerce. These affidavits were
27 served upon Defendants, providing sufficient notice and opportunity to rebut or
28 contest the assertions therein. Defendants' failure to respond or dispute the

1 affidavits results in a legal presumption of their validity. As a matter of law, an
2 affidavit that is un rebutted is deemed admitted and undisputed, thereby
3 precluding any triable issue of fact.

- 4 • Pursuant to **Res Judicata**, the un rebutted affidavits have the same force
5 and effect as a **judgment** and are now binding upon Defendants.
- 6 • Under the principle of **Stare Decisis**, binding precedent affirms that
7 undisputed affidavits establish facts conclusively in a civil proceeding.
- 8 • **Collateral Estoppel** bars Defendants from re-litigating any issue
9 previously resolved by the un rebutted affidavits, as they have failed to
10 raise a substantive dispute within the prescribed timeframes.

11 **76. Defendants’ Failure to Produce Contradictory Evidence:**

12 Defendants have neither provided competent evidence to dispute Plaintiffs’ claims
13 nor identified any material fact requiring trial. Plaintiffs’ affidavits, contracts, and
14 supporting documents (attached hereto as Exhibits E, F, and H) collectively
15 establish the absence of any genuine dispute. Without contradictory evidence or a
16 triable issue, Plaintiffs are entitled to judgment as a matter of law.

17 **77. Judicially Recognized Finality of Affidavits:** Courts have long held that
18 when affidavits are left un rebutted, they stand as truth and are accepted as fact. See
19 **Morris v. National Cash Register Co., 44 Cal.App.2d 811, 813 (1941)**, which
20 confirms that undisputed evidence is sufficient to warrant summary judgment.
21 Additionally, under Federal and State Rules of Evidence, facts established by
22 affidavit are considered *binding* when no counter-affidavit is provided.

23 **78.** Plaintiffs have demonstrated that all material facts are undisputed, and the
24 applicable law mandates judgment in their favor. Based on the evidence presented,
25 and pursuant to California Code of Civil Procedure § 437c(c), Plaintiffs respectfully
26 request that the Court grant summary judgment in their favor as a matter of law.

27 **79. Supported by Principles of Equity and Law:**

- 1 • **Equity:** It would be inequitable to allow Defendants to delay proceedings
2 when they have failed to rebut or contest the factual assertions of
3 Plaintiffs' affidavits.
- 4 • **Law:** Plaintiffs have satisfied the procedural and substantive requirements
5 for summary judgment, including providing sufficient admissible
6 evidence to establish their claims.

7 //

8 **LEGAL STANDARDS, MAXIMS, AND PRECEDENT**

9 80. In support of the above claims, Plaintiffs assert the application of well-
10 established legal standards, maxims, and precedent:

- 11 • **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN**
12 **COMMERCE** (12 Pet. 1:25; Heb. 6:13-15). "He who does not deny,
13 admits."
- 14 • **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN**
15 **COMMERCE** (Heb. 6:16-17). "There is nothing left to resolve."
- 16 • **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT** (Lev. 5:4-5;
17 Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5:12).
- 18 • **IN COMMERCE, FOR ANY MATTER TO BE RESOLVED, IT MUST**
19 **BE EXPRESSED** (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). -- Legal maxim: "To lie
20 is to go against the mind."
- 21 • **HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT**
22 (Book of Job; Mat. 10:22) -- Legal maxim: "He who does not repel a wrong
23 when he can occasions it."
- 24 • **IN COMMERCE, TRUTH IS SOVEREIGN** (Exodus 20:16; Ps. 117:2; John
25 8:32; II Cor. 13:8). Truth is sovereign — and the Sovereign tells only the
26 truth.
- 27 • **A WORKMAN IS WORTHY OF HIS HIRE.** The first of these is
28 expressed in Exodus 20:15; Lev. 19:13; Mat. 10:10; Luke 10:7; II Tim. 2:6.

1 Legal maxim: "It is against equity for freemen not to have the free
2 disposal of their own property."

- 3 • **ALL ARE EQUAL UNDER THE LAW** (God's Law - Moral and Natural Law).
4 Exodus 21:23-25; Lev. 24:17-21; Deut. 1:17, 19:21; Mat. 22:36-40; Luke 10:17; Col.
5 3:25. "No one is above the law."
- 6 • **"Statements of fact contained in affidavits which are not rebutted by the**
7 **opposing party's affidavit or pleadings may be accepted as true by the trial**
8 **court."** -- Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976).
- 9 • See, **Sieb's Hatcheries, Inc. v. Lindley**, 13 F.R.D. 113 (1952), "Defendant(s) made
10 no request for an extension of time in which to answer the request for admission
11 of facts and filed only an unsworn response within the time permitted," thus,
12 under the specific provisions of Ark. and Fed. R. Civ. P. 36, the facts in question
13 were deemed admitted as true. Failure to answer is well established in the court.
14 **Beasley v. U.S.**, 81 F. Supp. 518 (1948), "I, therefore, hold that the requests will
15 be considered as having been admitted." Also as previously referenced,
16 "Statements of fact contained in affidavits which are not rebutted by the
17 opposing party's affidavit or pleadings may[must] be accepted as true by the
18 trial court." -- **Winsett v. Donaldson**, 244 N.W.2d 355 (Mich. 1976).
- 19 • **"Public officials are not immune from suit when they transcend their lawful**
20 **authority by invading constitutional rights."** – **AFLCIO v. Woodward**, 406 F2d
21 137.
- 22 • **"Immunity fosters neglect and breeds irresponsibility while liability**
23 **promotes care and caution, which caution and care is owed by the government**
24 **to its people."** (Civil Rights) **Rabon vs. Rowen Memorial Hospital, Inc.**, 269
25 N.S. 1, 13, 152 SE 1 d 485, 493.
- 26 • **"When enforcing mere statutes, judges of all courts do not act judicially (and**
27 **thus are not protected by "qualified" or "limited immunity,"** - SEE: **Owen v.**
28 **City**, 445 U.S. 662; **Bothke v. Terry**, 713 F2d 1404) - but merely act as an

1 extension as an agent for the involved agency – but only in a “ministerial”
2 and not a “discretionary capacity...” *Thompson v. Smith*, 154 S.E. 579, 583;
3 *Keller v. P.E.*, 261 US 428; *F.R.C. v. G.E.*, 281 U.S. 464.

- 4 • “Judges not only can be sued over their official acts, but could be held liable
5 for injunctive and declaratory relief and attorney's fees.” *Lezama v. Justice*
6 *Court*, A025829.
- 7 • “Ignorance of the law does not excuse misconduct in anyone, least of all in a
8 sworn officer of the law.” *In re McCowan* (1917), 177 C. 93, 170 P. 1100.
- 9 • “All are presumed to know the law.” *San Francisco Gas Co. v. Brickwedel*
10 (1882), 62 C. 641; *Dore v. Southern Pacific Co.* (1912), 163 C. 182, 124 P. 817;
11 *People v. Flanagan* (1924), 65 C.A. 268, 223 P. 1014; *Lincoln v. Superior Court*
12 (1928), 95 C.A. 35, 271 P. 1107; *San Francisco Realty Co. v. Linnard* (1929), 98
13 C.A. 33, 276 P. 368.
- 14 • “It is one of the fundamental maxims of the common law that ignorance of the
15 law excuses no one.” *Daniels v. Dean* (1905), 2 C.A. 421, 84 P. 332.
- 16 • The people, not the States, are sovereign. – *Chisholm v. Georgia*, 2 Dall. 419,
17 2 U.S. 419, 1 L.Ed. 440 (1793).

18 *FIRST CAUSE OF ACTION*

19 **(For Fraud Conduct and Misrepresentation against all Defendants)**

20 81. Plaintiffs re-affirm and incorporate paragraphs 1 through 80 as if set forth herein.

21 82. Defendants have *willfully* and *intentionally* engaged in fraudulent conduct by
22 knowingly misrepresenting material facts related to the title and authority to
23 conduct a trustee's sale. This fraudulent misconduct includes but is not limited to
24 the creation of false claims of debt, the placement of fraudulent documents in the
25 mail or other authorized depositories, and the initiation of legal proceedings devoid
26 of any lawful or legal basis.

27 83. Defendants knowingly misrepresented Plaintiffs’ financial obligations,
28 fabricated debt claims, and falsely represented their authority to proceed with the

1 trustee's sale and foreclosure of Plaintiffs' property, all with the intent to unlawfully
2 deprive Plaintiffs of their property and financial interests.

3 84. In furtherance of this scheme, Defendants transmitted fraudulent documents,
4 including but not limited to forged deeds and fabricated loan documents, through
5 the U.S. Postal Service and other commercial carriers, knowing that these
6 documents were false and intended to defraud Plaintiffs.

7 85. Defendant's acts of fraudulent misrepresentation and deceit as described
8 above violate Plaintiffs' private rights under various statutes that provide for a
9 private right of action. These include, but are not limited to:

- 10 • **12 U.S. Code § 2605** (Real Estate Settlement Procedures Act of 1974) –
11 Provides a private right of action for Plaintiffs when Defendants fail to
12 provide the proper disclosures and engage in fraudulent conduct in
13 connection with real estate settlements.
- 14 • **12 U.S. Code § 5601** (The Dodd-Frank Wall Street Reform and Consumer
15 Protection Act) – Allows a private right of action for Plaintiffs harmed by
16 unfair or deceptive practices by financial institutions, including fraud
17 and misrepresentation in loan servicing and foreclosure proceedings.
- 18 • **12 U.S. Code § 1639c** ([Truth in Lending Act, TILA](#)) – Provides a private
19 right of action for fraudulent misrepresentation or failure to disclose
20 material information regarding financial products, including mortgage
21 loans and related documents.
- 22 • **15 U.S. Code § 1692** (Fair Debt Collection Practices Act, FDCPA) –
23 Provides a private right of action for fraudulent representations and
24 unlawful debt collection practices, including fraudulent or deceptive
25 methods used to collect debts.

26 86. By *willfully* and *intentionally* engaging in the fraudulent conduct described
27 above, Defendants have violated statutory and common law protections, causing
28 Plaintiffs to suffer severe financial losses, property deprivation, loss of the pursuit

1 of life and liberty, reputational harm, and the illegal and unlawful interference with
2 their ability to lawfully conduct business.

3 87. Defendants, by their own actions, willful silence, non-compliance, and
4 admission, have engaged in the conduct described in this complaint. As such, these
5 **facts must** be taken as true and are dispositive in this action.

6 Defendants' wrongful conduct includes but is not limited to:

- 7 • Creation of false claims of debt and fraudulent documentation in an
8 attempt to execute a trustee's sale;
- 9 • Misrepresentation of their title and authority to conduct foreclosure and
10 trustee's sale proceedings;
- 11 • Fraudulent use of U.S. Postal Service and commercial carriers to transmit
12 and deliver forged documents, all with the intent to deceive and defraud
13 Plaintiffs.

14 88. As a direct result of Defendants' fraudulent actions, Plaintiffs have suffered
15 significant harm, including but not limited to:

- 16 • Financial loss due to the fraudulent foreclosure and trustee's sale;
- 17 • Deprivation of property and loss of valuable assets;
- 18 • Harm to their reputation and business interests; and
- 19 • Emotional distress and significant hardship caused by Defendants'
20 fraudulent misrepresentations.

21 89. **18 U.S. Code § 1341 - Frauds and swindles**, expressly stipulates: "**whoever, having**
22 **devised or intending to devise any scheme or artifice to defraud, or for obtaining money**
23 **or property by means of false or fraudulent pretenses, representations, or promises**, or to
24 sell, dispose of, loan, exchange, alter, give away, distribute, supply, or furnish or procure
25 for unlawful use any counterfeit or spurious coin, obligation, **security, or other article**, or
26 anything represented to be or intimated or held out to be such counterfeit or spurious
27 article, for the purpose of executing such scheme or artifice or attempting so to do, **places**
28 **in any post office** or authorized depository for mail matter, any matter or thing whatever

1 to be sent or delivered by the Postal Service, or deposits or causes to be deposited any
2 matter or thing whatever to be sent or delivered by any private or commercial interstate
3 carrier, or takes or receives therefrom, any such matter or thing, or knowingly causes to be
4 delivered by mail or such carrier according to the direction thereon, or at the place at
5 which it is directed to be delivered by the person to whom it is addressed, **any such matter**
6 **or thing, shall be fined under** this title or **imprisoned** not more than **20 years, or both**. If
7 the violation occurs in relation to, or involving any benefit authorized, transported,
8 transmitted, transferred, disbursed, or paid in connection with, a presidentially declared
9 major disaster or emergency (as those terms are defined in section 102 of the Robert T.
10 Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122)), or affects a
11 financial institution, such person shall be fined not more than \$1,000,000 or imprisoned not
12 more than **30 years, or both.**"

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

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

15 90. Plaintiffs re-affirm and incorporate paragraphs 1 through 89 as if set
16 forth herein

17 91. **Breach of Contractual Obligations:** Defendants willfully and
18 intentionally breached contractual obligations by failing to honor the terms
19 set forth in the underlying Contract and Security Agreements between the
20 parties.

21 92. **Nature of Defendants' Breach:** Defendants' breach includes, but is not
22 limited to, the failure to perform specified duties, the pursuit of false claims
23 of debt, and the unauthorized initiation of foreclosure or trustee sale actions
24 against Plaintiffs without proper contractual or legal authority.

25 93. **Violation of Agreement:** Defendants' conduct constitutes a violation of
26 both the express and implied terms of the agreement, including Defendants'
27 obligations to act in good faith and deal fairly with Plaintiffs, resulting in
28 substantial financial harm and damages to Plaintiffs.

1 **94. U.C.C. § 2-202 Compliance:** Pursuant to **U.C.C. § 2-202**, which
2 establishes the parol evidence rule and affirms the final written expression of
3 a contract, Defendants are bound by the agreed-upon terms that constitute
4 the complete and exclusive statement of the agreement.

5 **95. Acceptance and Binding Agreement:** Defendants received, considered,
6 and agreed to the contract offer and final expression of the contract as defined
7 under **U.C.C.** provisions. This acceptance is evidenced through Defendants'
8 willful and intentional silent acquiescence, tacit agreement, and tacit
9 procurement to the un rebutted affidavits and contract security agreements
10 (Exhibits E, F, and H), affidavit certificate of non-response, default, and the
11 judgment and lien authorization, all of which were duly received by
12 Defendants.

13 **96. Obligations under U.C.C.:** Defendants' agreement to these terms
14 thereby creates binding obligations under **U.C.C. Article 2** as well as other
15 relevant sections, such as **U.C.C. §§ 1-103, 1-202, 2-204, and 2-206**. Despite
16 these clear terms, Defendants, through various improper and bad-faith
17 actions, breached the contract by failing to settle and close the account,
18 refusing to reconvey the title free of encumbrances, and neglecting to settle
19 the debt owed to Plaintiffs.

20 **97. Failure to Cease Illegal Activities:** Defendants also failed to cease any
21 illegal, unlawful, and unconstitutional collection efforts on an undisputedly
22 fraudulent debt, engaging in conduct that included but was not limited to
23 threats, violations of Plaintiffs' rights, racketeering, paper terrorism, coercion,
24 extortion, bank fraud, monopolization of trade and commerce, restraint-of-
25 trade violations, deprivation of rights, conspiracy under color of law, breach
26 of the implied covenant of good faith and fair dealing, identity theft, and
27 taking unreasonable positions that forced Plaintiffs into litigation.

28 //

1 **98. Material Breach and Deprivation of Bargain:** This failure to perform,
2 along with the unauthorized actions, directly violates the terms and
3 conditions of the express contract security agreements. These actions
4 constitute a material breach that has deprived Plaintiffs of the benefit of their
5 bargain, as defined under U.C.C. § 2-202 and related provisions that govern
6 the enforceability of the final contract terms.

7 **99. Private Right of Action:**

- 8 • Plaintiffs hereby assert a **Private Right of Action** to enforce their
9 rights under the Contract and Security Agreements, as well as the
10 **Uniform Commercial Code**.
- 11 • Plaintiffs are entitled to bring this action pursuant to **U.C.C. § 2-202**,
12 **U.C.C. §§ 1-103, 1-202, and 2-204** to seek appropriate remedies,
13 including but not limited to compensatory damages, punitive
14 damages, declaratory relief, and equitable remedies as the Court may
15 deem just and proper.

16 **Private Rights of Action under Embezzlement Laws:**

- 17 • Plaintiffs assert their **Private Right of Action** under **18 U.S.C. § 666** for
18 embezzlement, as well as common law embezzlement principles, for the
19 wrongful appropriation of funds and assets by Defendants.
- 20 • **18 U.S.C. § 666** provides a federal basis for a **Private Right of Action**
21 when Defendants have engaged in fraudulent misapplication or theft of
22 funds, particularly when those funds are derived from financial
23 institutions or governmental transactions. Plaintiffs are entitled to
24 restitution for any funds or assets misappropriated and for damages
25 caused by Defendants' fraudulent conduct, including any related losses

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

27 **(For Theft, Embezzlement, and Fraudulent Misapplication of Funds**
28 **and Assets against all Defendants)**

1 100. Plaintiffs re-affirm and incorporate paragraphs 1 through 99 as if fully set
2 forth herein.

3 101. Plaintiffs affirm that Defendants engaged in illegal, unlawful,
4 unconstitutional, and **fraudulent** acts, including but not limited to:

- 5 • **Embezzling** funds and/or assets entrusted to their care;
- 6 • Executing illegal, unlawful, and unconstitutional foreclosure actions without
7 legal standing or proper authorization;
- 8 • **Fraudulently** transferring or attempting to transfer ownership of Plaintiffs'
9 property through deceit, deception, and abuse of process;
- 10 • Creating a **fraudulent** claim of ownership and title to the property, depriving
11 Plaintiffs of their legal rights, interests, and equity.

12 102. Plaintiffs further affirm, as evidenced by Exhibits E, F, and H, Defendants,
13 including any officers, directors, agents, or employees connected to financial
14 institutions, acted in direct violation of federal law and fiduciary obligations.

15 Specifically:

16 **(a)** Defendants, while acting in their capacity as agents or employees of financial
17 institutions, fraudulently misapplied or embezzled funds and property entrusted
18 to their care.

19 **(b)** The misappropriation and subsequent **fraudulent** foreclosure actions resulted
20 in direct harm to Plaintiffs, including but not limited to financial loss, damage to
21 property interests, and violations of constitutional and statutory rights.

22 103. Plaintiffs affirm that Defendants' actions are actionable under federal
23 statutes providing a private right of action, including but not limited to:

- 24 • **12 U.S. Code § 503**, which allows individuals harmed by the **embezzlement**
25 or misapplication of funds to seek **civil remedies**; and
- 26 • Applicable provisions under federal and State consumer protection laws, as
27 well as property and contract law, which *prohibit* deceptive and fraudulent
28 practices in financial transactions.

1 104. **Plaintiffs affirm that Defendants’ actions violated fiduciary duties owed**
2 **to Plaintiffs as borrowers and property owners.** Defendants, acting in bad faith
3 and without lawful authority, willfully misapplied funds, purloined assets, and
4 engaged in acts of *fraud*, resulting **injury, harm, and damages** to Plaintiffs.

5 105. Plaintiffs further affirm that Defendants’ conduct constitutes *willful* and
6 *intentional* violations of the law and warrants treble damages pursuant to applicable
7 statutes.

8 106. **18 U.S. Code § 656 - Theft, embezzlement, or misapplication by bank**
9 **officer or employee**, expressly stipulates: “**Whoever**, being an officer, director,
10 agent or employee of, or connected in any capacity with any Federal Reserve bank,
11 member bank, depository institution holding company, national bank, insured
12 bank, branch or agency of a foreign bank, or organization operating under section
13 25 or section 25(a)[1] of the Federal Reserve Act, or a receiver of a national bank,
14 insured bank, branch, agency, or organization or any agent or employee of the
15 receiver, or a Federal Reserve Agent, or an agent or employee of a Federal Reserve
16 Agent or of the Board of Governors of the Federal Reserve System, **embezzles**,
17 **abstracts, purloins or willfully misapplies any of the moneys, funds or credits of**
18 **such bank**, branch, agency, or organization or **holding company or any moneys,**
19 **funds, assets or securities intrusted** to the custody or care of such bank, branch,
20 agency, or organization, or holding company or to the custody or care of any such
21 agent, officer, director, employee or receiver, **shall be** fined not more than **\$1,000,000**
22 **or imprisoned not more than 30 years, or both**.....As used in this section, the term
23 “national bank” is synonymous with “national banking association”; “member
24 bank” means and includes any national bank, state bank, or bank and trust
25 company which has become a member of one of the Federal Reserve banks;
26 “insured bank” includes any bank, banking association, trust company, savings
27 bank, or other banking institution, the deposits of which are insured by the Federal
28 Deposit Insurance Corporation; and the term “branch or agency of a foreign

1 bank” means a branch or agency described in section 20(9) of this title. For
2 purposes of this section, the term “depository institution holding company” has the
3 meaning given such term in section 3 of the Federal Deposit Insurance Act.”

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

5 **(For Fraud, Forgery, and Unauthorized Use of Identity against all**
6 **Defendants)**

7 107. Plaintiffs re-affirm and incorporate paragraphs 1 through 106 as if
8 fully set forth herein.

9 108. Plaintiffs affirm that Defendants illegally, unlawfully, and
10 unconstitutionally used Plaintiffs’ **identity**, including estate and trust
11 information, *without* Plaintiffs consent or authorization, for their own benefit
12 by creating false financial instruments, misrepresentations, and fraudulent
13 claims to the subject property.

14 109. Defendants intentionally willfully, and knowingly engaged in
15 fraudulent conduct by attempting to foreclose on and encumber the subject
16 property without Plaintiffs’ consent or any legal or lawful authority. In
17 furtherance of their illegal, unlawful, and unconstitutional actions,
18 Defendants:

- 19 • Forged Plaintiffs’ signature on financial documents and legal
20 instruments;
21 • Obtained Plaintiffs’ signature under false pretenses;
22 • Used these falsified and fraudulent documents to support their unlawful
23 foreclosure attempts and misrepresent their claims of ownership or
24 control over the subject property.

25 110. Plaintiffs affirm that Defendants’ fraudulent actions, including forgery and
26 the unauthorized use of Plaintiffs’ **identity**, violate **common law principles** of
27 fraud, forgery, and **identity theft**, as well as applicable state and federal statutes,
28 including but not limited to:

- 1 • **15 U.S. Code § 1681n (Fair Credit Reporting Act):** Providing a private
2 right of action for willful and knowing violations related to the misuse of
3 personal and financial information;
- 4 • **State Civil Code on Forgery or Fraudulent Misrepresentation:**
5 Prohibiting the falsification of documents and misrepresentation in
6 financial transactions and real property matters;
- 7 • **15 U.S. Code § 1692e (Fair Debt Collection Practices Act):** Prohibiting
8 false, deceptive, or misleading representations in the collection of debts.

9 111. Plaintiffs further affirm that Defendants' conduct constitutes a willful and
10 intentional scheme to deprive Plaintiffs of their property, as follows:

- 11 • The creation of false financial instruments and forged signatures
12 demonstrates a pattern of fraudulent misrepresentation and forgery;
- 13 • The misuse of Plaintiffs' identity, including estate and trust information,
14 constitutes a direct violation of Plaintiffs' rights to privacy, autonomy,
15 and protection from unauthorized exploitation.

16 112. Defendants' unlawful actions have directly caused harm to Plaintiffs,
17 including:

- 18 • Loss of property value, enjoyment, and equity;
- 19 • Emotional distress, humiliation, mental trauma, and reputational harm;
- 20 • Financial expenses incurred in defending against fraudulent foreclosure
21 actions and restoring title to the property.

22 113. Defendants' actions rise to the level of gross and intentional misconduct,
23 warranting the imposition of treble damages pursuant to applicable civil statutes
24 and laws governing fraudulent conduct

25 114. **18 U.S. Code § 1025**, expressly stipulates: "**Whoever**, upon any waters or
26 vessel **within the special maritime and territorial jurisdiction of the United**
27 **States, by any fraud, or false pretense**, obtains from any person anything of value,
28 or procures the execution and delivery of **any instrument** of writing or conveyance

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

9 **115. 18 U.S. Code § 1028A - Aggravated identity theft**, expressly
10 stipulates: "In general. — **Whoever**, during and in relation to any felony
11 violation enumerated in subsection (c), knowingly transfers, possesses, or
12 uses, without lawful authority, a means of identification of another person
13 **shall, in addition to the punishment provided for such felony, be sentenced**
14 **to a term of imprisonment of 2 years.** (2) Terrorism offense. — **Whoever**,
15 during and in relation to any felony violation enumerated in section 2332b(g)
16 (5)(B), knowingly transfers, possesses, or uses, without lawful authority, a
17 means of identification of another person or a false identification document
18 **shall, in addition to the punishment provided for such felony, be sentenced**
19 **to a term of imprisonment of 5 years."**

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

21 **(For Monopolization of Trade and Commerce, and Unfair Business**
22 **Practices against all Defendants)**

23 116. Plaintiffs re-affirm and incorporate paragraphs 1 through 115 as if fully set
24 forth herein.

25 117. Plaintiffs affirm that Defendants, in violation of 15 U.S.C. § 2, willfully
26 engaged in monopolization of trade and commerce by manipulating financial
27 systems and processes to further their fraudulent objectives. Specifically,
28 Defendants engaged in illegal and unlawful conduct, including but not limited to:

- 1 • **Fabricating false debts** and creating fraudulent security interests
2 without Plaintiffs' knowledge, authorization, or consent;
- 3 • Utilizing financial institutions to process illegal foreclosure actions and
4 *fraudulent* claims against the subject property;
- 5 • Engaging in deceptive and unfair practices designed to **monopolize**
6 **trade and commerce**, restrain competition, and deprive Plaintiffs of their
7 rightful property and legal protections.

8 118. Defendants' actions, as alleged, were part of a larger scheme to **monopolize**
9 **trade and commerce** through unfair and deceptive practices, thereby violating
10 applicable civil statutes, including but not limited to:

- 11 • **15 U.S.C. § 15(a) (Clayton Act)**: Providing a private right of action for
12 damages resulting from anticompetitive and **monopolistic** practices;
- 13 • **State Unfair Competition Laws**: Prohibiting fraudulent, deceptive, and
14 unlawful business practices in trade and commerce;
- 15 • **Uniform Commercial Code (U.C.C.)**: Governing negotiable instruments,
16 discharge of obligations, and fair trade practices.

17 119. Plaintiffs affirm that as part of this fraudulent scheme, Defendants engaged
18 in bank fraud by creating false debts, fabricating fraudulent security interests, and
19 manipulating financial institutions to process unlawful foreclosure actions. These
20 practices directly violated Plaintiffs' rights and financial interests, causing
21 significant injury, harm, and damages to Plaintiffs.

22 120. Plaintiffs further affirm that they made a good faith tender of payment
23 through various debt instruments, including a Bill of Exchange, Forms 1099-A,
24 1099-OID, 1099-C, Banker's Acceptance, Letter of Credit, and other negotiable
25 instruments as defined by U.C.C. § 3-104.

26 121. Despite Plaintiffs' efforts to resolve the matter in good faith, Defendants willfully
27 disregarded these instruments and violated public policy, applicable law, and Plaintiffs'
28 rights, including but not limited to:

- 1 • **House Joint Resolution 192 of June 5, 1933 (Public Law 73-10):**
2 Prohibiting the demanding payment in gold or a particular kind of
3 **coin or currency**, or in an amount in money of the United States
4 measured thereby, and **declaring it to be against public policy**; and
5 **declaring that no such provision shall be contained in or made**
6 **with respect to any obligation hereafter incurred. Every**
7 **obligation**, heretofore of hereafter incurred, whether or not any
8 such provision is contained therein or made with respect thereto,
9 **shall be discharged upon payment, dollar for dollar, in any coin or**
10 **“currency”** which at the time of payment is legal tender for public
11 and private debts;
12 • **Gold Reserve Act of 1934 (Public Law 73-87, Title III, Section 3):**
13 Governing obligations and currency under public law;
14 • **Uniform Commercial Code (U.C.C.) §§ 3-311, 3-603:** Addressing
15 the discharge of obligations and the tender of payment in good
16 faith;
17 • **Bill of Exchange Act:** Governing negotiable instruments and the
18 discharge of debts under international law.

19 122. Plaintiffs assert that Defendants’ refusal to accept lawful tender and their
20 manipulation of financial processes amount to:

- 21 • Fraudulent misrepresentation and concealment of material facts regarding
22 the nature and validity of the alleged debt;
- 23 • A calculated effort to monopolize trade and commerce by suppressing
24 competition and enforcing unlawful claims against Plaintiffs’ property;
- 25 • A direct violation of Plaintiffs’ rights under applicable common law and
26 civil statutes.

27 123. Plaintiffs further allege that Defendants’ actions were part of a broader
28 scheme to unfairly restrain trade and commerce by:

- 1 • Leveraging fraudulent financial instruments to secure unlawful gains;
- 2 • Misusing public policy and statutory frameworks to enforce
- 3 monopolistic practices;
- 4 • Exploiting their position of power within the financial system to deprive
- 5 Plaintiffs of lawful protections and remedies.

6 124. Plaintiffs affirm that Defendants' actions, in violation of **15 U.S.C. § 2**,
7 caused direct harm and damages to Plaintiffs' financial and legal interests.
8 Specifically, **15 U.S.C. § 2** expressly stipulates:

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

17 125. Plaintiffs affirm that Defendants' illegal, unlawful, and
18 unconstitutional practices directly resulted in injury and harm, warranting
19 the imposition of treble damages under **15 U.S.C. § 15(a)**, which provides for
20 compensation in cases of antitrust violations and monopolistic practices.

21 126. Plaintiffs further affirm that Defendants' conduct constitutes willful,
22 intentional, and egregious violations of their rights, including but not limited
23 to:

- 24 • Deprivation of property without due process of law;
- 25 • Restraint of trade and competition in violation of public policy;
- 26 • Fraudulent practices designed to defraud Plaintiffs and gain
- 27 unlawful advantage.

28 //

SIXTH (6th) CAUSE OF ACTION

(For Deprivation of Rights Under the Color of Law against all Defendants)

(Private Cause of Action under 42 U.S.C. § 1983 and Constitutional Law)

127. Plaintiffs re-affirm and incorporate paragraphs 1 through 126 as if fully set forth herein

128. Plaintiffs affirm that Defendants, acting under *color of law*, willfully and intentionally deprived Plaintiffs of rights secured by the **Constitution** and laws of the United States, specifically in violation of **42 U.S.C. § 1983**.

129. Plaintiffs affirm that Defendants engaged in illegal, unlawful, and coercive actions by threatening the sale of Plaintiffs' private property through *fraudulent* foreclosure proceedings. These actions included but were not limited to:

- **Attempting to Coerce Plaintiffs into complying with baseless and unlawful financial demands under the imminent threat of losing their property;**
- **Depriving Plaintiffs of their property rights and protections secured and protected by the Fifth and Fourteenth Amendments of the United States Constitution;**
- **Exercising fraudulent and deceptive practices designed to unjustly enrich Defendants at Plaintiffs' expense.**

130. Plaintiffs affirm that Defendants' actions violated Plaintiffs' due process rights, as secured by the Fifth and Fourteenth Amendments, by failing to provide proper notice, fair hearings, and lawful justification for the foreclosure proceedings.

131. Plaintiffs assert that Defendants' conduct caused direct harm to Plaintiffs, resulting in significant emotional, financial, and legal damages. Specifically, Defendants' actions deprived Plaintiffs of:

- **The right to due process of law, secured and protected by the Fifth and Fourteenth Amendments of the Constitution;**
- **The right to be free from coercion and extortion under *color of law*;**

- 1 • The **right** to enjoy private property *without unlawful interference or*
2 **deprivation.**

3 132. Plaintiffs **demand** relief for the injury, damage, and harm caused by
4 Defendants' actions, as authorized under **42 U.S.C. § 1983**, which provides a private
5 right of action for the deprivation of constitutional rights under color of state law.

6 133. **18 U.S.C. § 241**, expressly stipulates: "If two or more persons conspire
7 to injure, oppress, threaten, or intimidate any person in any State, Territory,
8 Commonwealth, Possession, or District in the free exercise or enjoyment of
9 any right or privilege secured to him by the Constitution or laws of the
10 United States, or because of his having so exercised the same; or If two or
11 more persons go in disguise on the highway, or on the premises of another,
12 with intent to prevent or hinder his free exercise or enjoyment of any right or
13 privilege so secured – They **shall be** fined under this title **or imprisoned** not
14 more than **ten years, or both.**"

15 134. Plaintiffs further affirm that Defendants, acting under the authority
16 and guise of legal processes, conspired to deprive Plaintiffs of their
17 constitutional rights. These actions represent a calculated effort to abuse their
18 positions and disregard established legal and constitutional protections.

19 135. Plaintiffs further affirm that Defendants' actions represent a
20 systematic and deliberate violation of Plaintiffs' rights and protections under
21 the United States Constitution and federal law, warranting full and
22 appropriate relief as determined by this Court.

23 **SEVENTH CAUSE OF ACTION**

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

25 136. Plaintiffs re-affirm and incorporate paragraphs 1 through 135 as if set forth herein.

26 137. Defendants employed coercive tactics, including the unlawful initiation of
27 foreclosure, threats, and false claims of authority, to compel Plaintiff to act against
28 their interests and submit to fraudulent claims. These actions constitute a violation

1 of [42 U.S.C. § 1983](#), which allows for a civil action for the deprivation of rights
2 secured by the Constitution or federal law. Defendant(s), acting under color of law,
3 have deprived Plaintiff of their property rights, secured under the Constitution.

4 138. Defendant(s)' actions also constitute violations of [15 U.S.C. § 1](#) of the
5 Sherman Antitrust Act, which prohibits conspiracies to restrain trade or commerce.
6 If the coercive foreclosure actions are part of a broader effort to monopolize or
7 restrain trade (e.g., through fraudulent property acquisition or market
8 manipulation), such actions would be in violation of federal antitrust law.

9 Moreover, by engaging in these unlawful activities, Defendant(s) have unlawfully
10 received and benefited from **extortion proceeds** obtained through fraudulent
11 means, thus constituting unjust enrichment under the **Restatement (Second) of**
12 **Torts**, which provides for civil remedies when one party benefits at the expense of
13 another through wrongful conduct. The wrongful nature of Defendant(s)' actions
14 has caused significant injury and harm to Plaintiff, warranting restitution and other
15 appropriate remedies.

- 16 • **Restatement (Second) of Torts - Unjust Enrichment:** Unjust enrichment
17 occurs when one party unfairly benefits from another party's loss. In this
18 case, the Defendant(s) have received benefits from extortionate and
19 fraudulent foreclosure practices, and under the principles of unjust
20 enrichment, Defendant(s) should be required to disgorge these ill-gotten
21 gains.

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

1 140. **18 U.S.C. § 880**, expressly stipulates: “a person who **receives, possesses,**
2 **conceals, or disposes of any money or other property** which was obtained from
3 **the commission of any offense under this chapter that is punishable by**
4 **imprisonment for more than 1 year**, knowing the same to have been unlawfully
5 obtained, **shall be imprisoned not more than 3 years, fined under this title, or**
6 **both.”**

7 ***EIGHTH (8th) CAUSE OF ACTION***

8 **(For False Pretenses and Fraud all Defendants)**

9 141. Plaintiffs re-affirm and incorporate paragraphs 1 through 140 as if set forth herein.

10 142. **Defendants' Fraudulent Actions and 'Fraud in the Factum'**: Defendants
11 willfully and intentionally engaged in fraudulent actions by knowingly
12 misrepresenting material facts and created ‘**fraud in the factum**’, concerning the
13 interest, ownership, title, and authority to file a ‘notice of default and intent to sell,’
14 and/or conduct a trustee's sale. These actions were conducted under blatantly
15 fraudulent and false pretenses, and **ignorance of the law is no excuse.**

16 143. **False Claims of Debt and Fraudulent Proceedings**: Defendants willfully
17 and intentionally created false claims of debt, placed fraudulent documents in the
18 post office or authorized depository for mail, and initiated illegal proceedings that
19 lack any lawful or legal basis. By engaging in these actions, Defendants have
20 wrongfully deprived Plaintiffs of property or assets through fraudulent means,
21 causing direct harm and financial loss to Plaintiffs.

22 144. **Fraudulent Tactics and Deceptive Representations**: Defendant(s)
23 employed fraudulent tactics, including the unlawful initiation of transactions under
24 false pretenses, deceitful representations, and the use of fraudulent instruments to
25 obtain goods, services, or property from Plaintiffs. Specifically, Defendant(s)
26 obtained property, executed fraudulent documents, or procured signatures under
27 false pretenses, knowing that the documents and signatures were obtained through
28 fraudulent misrepresentations.

1 **145. Defendant(s)' Conduct Constitutes Fraud and Misrepresentation:**

2 Defendant(s)' conduct constitutes **fraud** and **misrepresentation** under common law
3 principles of tort law, including fraudulent misrepresentation and false pretenses.
4 This conduct entitles Plaintiffs to seek damages and remedies for the unlawful
5 appropriation of property.

6 **146. Unlawful Benefit from Fraudulent Conduct:** Defendant(s) unlawfully
7 benefited from Plaintiffs by obtaining property, goods, services, or financial benefits
8 through deceit or fraudulent representations, which constitute a breach of duty to
9 Plaintiffs. Defendant(s)' actions, by obtaining property or value through fraud, have
10 caused harm and financial loss to Plaintiffs.

11 **147. Specific Fraudulent Actions:** Defendant(s)' actions include, but are not
12 limited to:

- 13 • **Use of Fraudulent Instruments:** Defendant(s) used, attempted
14 to use, or procured the use of fraudulent instruments or
15 documents, such as forged contracts, notes, or other fraudulent
16 evidence of debt, to transfer property or encumber Plaintiffs'
17 assets.
- 18 • **False Pretenses:** Defendants made false and misleading
19 representations with the intent to deceive Plaintiffs into parting
20 with property or value. Plaintiffs relied upon these false
21 representations to their detriment.
- 22 • **Misappropriation of Property:** Defendant(s) unlawfully
23 obtained property, money, or goods by fraud, deceit, or false
24 pretenses, knowing that the property was obtained through
25 fraudulent means.

26 **148. Damages from Fraudulent Conduct:** As a result of Defendant(s)'
27 fraudulent conduct, Plaintiffs have suffered damages, including but not
28 limited to:

- 1 • **Actual damages** for property lost or fraudulently obtained;
- 2 • **Consequential damages** resulting from Defendant(s)' fraudulent
- 3 actions;
- 4 • **Punitive damages** due to Defendant(s)' willful and intentional
- 5 misconduct.

6 **149. Legal and Equitable Remedies Sought:**

- 7 • **Private Right of Action under 18 U.S.C. § 1964:** Plaintiffs are entitled
- 8 to pursue a **private right of action** under **18 U.S.C. § 1964** (RICO), as
- 9 Defendant(s)' fraudulent conduct constitutes racketeering activity.
- 10 • **Private Right of Action under 15 U.S.C. § 1 (Sherman Antitrust**
- 11 **Act):** Plaintiffs may also pursue relief under **15 U.S.C. § 1**, which
- 12 provides a private right of action for violations of antitrust law,
- 13 particularly in the context of fraudulent practices that restrain trade
- 14 or commerce through false pretenses.
- 15 • **Fraud and Deceit under State Law:** Under state law principles,
- 16 Plaintiffs are entitled to seek damages for fraud, deceit, and
- 17 misrepresentation through **private civil actions**.

18 **150.Recovery and Restitution: Defendants' actions entitle Plaintiffs to**
19 **recover:**

- 20 • **Actual damages** for property lost or fraudulently obtained;
- 21 • **Consequential damages** resulting from Defendant(s)' fraudulent
- 22 actions;
- 23 • **Punitive damages** due to Defendant(s)' willful and intentional
- 24 misconduct;
- 25 • Any other **equitable relief** available under the law, including but not
- 26 limited to the **return of any wrongfully obtained property** or value.

27 **151. Unjust Enrichment: Defendant(s) have been unjustly enriched by**
28 **receiving property or benefits through fraudulent means. Equity demands**

1 **that Defendant(s) return the unjustly obtained property or its value.**

2 **Plaintiffs seek the appropriate legal and equitable remedies, including but**
3 **not limited to:**

- 4 • **The return of all credits, money, funds, property, or value wrongfully**
5 **obtained by Defendant(s);**
- 6 • **Full compensation** for the harm suffered, including any consequential or
7 **punitive damages resulting from Defendant(s)' fraudulent conduct.**

8 152. **18 U.S. Code § 1341 - Frauds and swindles**, expressly stipulates: "**whoever,**
9 **having devised or intending to devise any scheme or artifice to defraud, or for**
10 **obtaining money or property by means of false or fraudulent pretenses,**
11 **representations, or promises,** or to sell, dispose of, loan, exchange, alter, give away,
12 distribute, supply, or furnish or procure for unlawful use any counterfeit or
13 spurious coin, obligation, **security, or other article**, or anything represented to be or
14 intimated or held out to be such counterfeit or spurious article, for the purpose of
15 executing such scheme or artifice or attempting so to do, **places in any post office**
16 **or authorized depository for mail matter, any matter or thing whatever to be sent or**
17 **delivered by the Postal Service, or deposits or causes to be deposited any matter or**
18 **thing whatever to be sent or delivered by any private or commercial interstate**
19 **carrier, or takes or receives therefrom, any such matter or thing, or knowingly**
20 **causes to be delivered by mail or such carrier according to the direction thereon, or**
21 **at the place at which it is directed to be delivered by the person to whom it is**
22 **addressed, any such matter or thing, shall be fined under this title or **imprisoned****
23 **not more than 20 years, or both.** If the violation occurs in relation to, or involving
24 any benefit authorized, transported, transmitted, transferred, disbursed, or paid in
25 connection with, a presidentially declared major disaster or emergency (as those
26 terms are defined in section 102 of the Robert T. Stafford Disaster Relief and
27 Emergency Assistance Act (42 U.S.C. 5122)), **or affects a financial institution, such**
28

1 person shall be fined not more than \$1,000,000 or imprisoned not more than 30
2 years, or both.”

3 **NINETH (9th) CAUSE OF ACTION**

4 **(For Threats and Extortion against all Defendants)**

5 153. Plaintiffs re-affirm and incorporate paragraphs 1 through 152 as if set forth herein.

6 154. **Acknowledgment of Unrebutted Affidavits:** As considered, agreed, and
7 admitted by Defendants in the *unrebutted* affidavits (Exhibits E, F, and H),
8 Defendant(s) knowingly and willfully engaged in threatening conduct, including
9 threats of harm and extortion, in violation of applicable laws concerning
10 internationally protected persons, foreign officials, and official guests, and/or
11 nationals of the United States.

12 155. **Extortionate Demands:** Defendant(s) made extortionate demands or threats
13 to influence or coerce Plaintiff(s) through intimidation, fraud, or force, knowing
14 that such threats would lead to harm or unlawful actions that would benefit
15 Defendant(s).

16 156. **Nature of Defendants’ Threats and Extortionate Conduct:**

- 17 • Threatening to violate the rights or safety of an internationally protected
18 person or foreign official, as defined under **18 U.S. Code § 112** - Protection
19 of foreign officials, official guests, and internationally protected persons.
20 • Making extortionate demands in connection with the threats described
21 above.

22 157. **Coercion and Extortion:** By engaging in these unlawful actions,
23 Defendant(s) have knowingly engaged in coercion and extortion, using threats to
24 unlawfully influence or compel Plaintiff(s) to act against their interests or submit to
25 Defendant(s)' unlawful demands.

26 158. **Harm to Plaintiff(s):** These actions have directly harmed Plaintiff(s) by
27 depriving them of their rights or property or by compelling Plaintiff(s) to surrender
28 something of value, under duress or threat of further deprivation and/or harm.

1 **159. Unjust Enrichment to Defendant(s):** Defendant(s) made these demands
2 with the knowledge that their actions were unlawful and intended to benefit from
3 the coerced conduct, resulting in unjust enrichment to Defendant(s) and harm to
4 Plaintiff(s).

5 **160. Private Right of Action: 18 U.S. Code § 873** provides a civil remedy for
6 individuals who have been victims of extortion, enabling Plaintiff(s) to seek
7 damages as a result of Defendant(s)' coercive tactics. Moreover, individuals may
8 pursue damages under **civil RICO statutes** when extortion is tied to racketeering
9 activities, which include coercive tactics to gain unlawful financial benefits.

10 **161. Civil Cause of Action for Extortion and Coercion:** Defendant(s)' actions are
11 subject to a **private right of action** for the following:

- 12 • **Compensatory damages** for Plaintiff(s) due to Defendants' extortion
13 attempts, which forced Plaintiffs into compliance through unlawful
14 demands;
- 15 • **Punitive damages** for Defendants' intentional, willful, and malicious
16 extortion under **18 U.S. Code § 878**, which provides for criminal
17 penalties as well as the possibility of civil damages in cases of
18 coercion, threats, or extortion against foreign officials or
19 internationally protected persons.
- 20 • **Consequential damages** resulting from Defendant(s)' coercive
21 actions, including financial and reputational harm;
- 22 • Any **punitive damages** deemed appropriate due to Defendant(s)'
23 intentional misconduct or willful disregard for Plaintiff(s)' rights.

24 **162. Violation of Constitutional and Statutory Rights:** Defendant(s)' actions
25 also constitute a violation of Plaintiff(s)' constitutional rights or rights under
26 applicable law, including but not limited to unlawful coercion and deprivation of
27 property, which entitles Plaintiff(s) to full redress and damages.

28 **163. Relevant Statutes and Legal Precedent:**

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- **18 U.S. Code § 878** - Threats and extortion against foreign officials, official guests, or internationally protected persons, expressly stipulates:
 - (a) Whoever knowingly and willfully threatens to violate **18 U.S. Code § 112, 18 U.S. Code § 1116, or 18 U.S. Code § 1201** shall be fined under this title or imprisoned not more than five years, or both, except that imprisonment for a threatened assault shall not exceed three years.
 - (b) Whoever in connection with any violation of subsection (a) or actual violation of **18 U.S. Code § 112, 18 U.S. Code § 1116, or 18 U.S. Code § 1201** makes any extortionate demand shall be fined under this title or imprisoned not more than twenty years, or both.
 - (c) For the purpose of this section, “foreign official,” “internationally protected person,” “national of the United States,” and “official guest” shall have the same meanings as those provided in **18 U.S. Code § 1116(a)**.
 - (d) If the victim of an offense under subsection (a) is an **internationally protected person** outside the United States, the United States may exercise jurisdiction over the offense if:
 1. The victim is a representative, officer, employee, or agent of the United States.
 2. An offender is a **national of the United States**.
 3. An offender is afterward found in the United States

164. Relief Sought: Plaintiffs seek the following:

- **Compensatory damages** for the harm suffered due to the unlawful conduct;
- **Consequential damages** arising from Defendant(s)' actions;
- **Punitive damages** for Defendants' intentional and malicious misconduct;
- **Equitable relief** as necessary, including restitution and the return of property wrongfully obtained through extortion.

1 chargeable under State law and punishable by imprisonment for more
2 than one year.

3 **170. Federal Offenses:** Defendants have engaged in acts that are indictable
4 under various provisions of Title 18, United States Code, including but not limited
5 to the following:

- 6 • Sections 891–894 (extortionate credit transactions)
- 7 • Section 933 (trafficking in firearms)
- 8 • Sections 1028–1029 (fraud and related activities in connection with
9 identification documents and access devices)
- 10 • Sections 1341–1344 (fraud, including mail and wire fraud, and financial
11 institution fraud)
- 12 • Section 1951 (interference with commerce, robbery, or extortion)
- 13 • Section 1952 (racketeering)
- 14 • Section 1956 (money laundering)
- 15 • Section 1957 (monetary transactions in property derived from criminal
16 activity)
- 17 • Sections 2314–2319 (interstate transportation of stolen property and
18 trafficking in counterfeit goods)

19 **Pattern of Racketeering Activity**

20 **171. Pattern of Racketeering Activity:** Defendants have engaged in a **pattern of**
21 **racketeering activity** by committing multiple acts that fall within the scope of the
22 racketeering activity described above, causing substantial harm to Plaintiff. These
23 repeated unlawful acts demonstrate a deliberate pattern of racketeering activities
24 intended to deprive Plaintiff of their property and rights.

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

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

27 **172.** Plaintiffs re-affirm and incorporate paragraphs 1 through 171 as if set forth
28 herein.

1 173. Plaintiff hereby asserts a cause of action for bank fraud under 12 U.S. Code
2 § 1831, which provides a basis for a **private cause of action** for the unlawful
3 conduct of Defendants.

4 **6. Violation of 12 U.S. Code § 1831 - Bank Fraud**

5 Defendants willfully and intentionally violated 12 U.S. Code § 1831,
6 which expressly stipulates:

7 "Whoever knowingly executes, or attempts to execute, a scheme or
8 artifice – (1) to defraud a financial institution; or (2) to obtain any of
9 the moneys, funds, credits, assets, securities, or other property owned
10 by, or under the custody or control of a financial institution, by means
11 of false or fraudulent pretenses, representations, or promises; shall be
12 fined not more than \$1,000,000 or imprisoned not more than 30 years,
13 or both."

14 **7. Defendants' Scheme to Defraud**

15 Defendants engaged in a deliberate and fraudulent scheme to defraud
16 a financial institution, specifically by placing fraudulent claims on the
17 property, misrepresenting ownership, and creating false debt
18 instruments, all under false pretenses. These actions were executed
19 with the intent to unlawfully obtain funds, securities, assets, and other
20 property under the custody and control of the financial institution.

21 **8. Plaintiff's Financial Harm**

22 The fraudulent conduct perpetrated by Defendants caused substantial
23 financial harm to Plaintiff. By unlawfully manipulating financial assets
24 and misleading the financial institution, Defendants' actions further
25 violated Plaintiff's rights, resulting in significant economic damages.

26 **9. Damages Sought**

27 As a result of the Defendants' violations of 12 U.S. Code § 1831,
28 Plaintiff seeks to recover compensatory damages, including but not

1 limited to financial losses, consequential damages, and any other relief
2 the Court deems appropriate. Additionally, Plaintiff seeks punitive
3 damages in order to deter further unlawful conduct

4 174. Defendants willfully and intentionally violated **18 U.S. Code § 1344 - Bank**
5 **Fraud**, which expressly stipulates: "**Whoever knowingly executes, or attempts to**
6 **execute**, a scheme or artifice – (1) to defraud a financial institution; or (2) to obtain
7 any of the **moneys, funds, credits, assets, securities, or other property** owned by,
8 or under the custody or control of a financial institution, by means of false or
9 fraudulent pretenses, representations, or promises; shall be fined not more than
10 **\$1,000,000** or imprisoned not more than **30 years, or both.**" Defendants engaged in a
11 scheme to defraud the financial institution by placing fraudulent claims on the
12 property, misrepresenting ownership, and creating false debt instruments, all while
13 under false pretenses. Their actions were designed to obtain funds, securities, and
14 assets unlawfully, further violating Plaintiff's rights and causing financial harm."

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

16 **(For **Fraudulent Transfer of Property and Securities** against all Defendants)**

17 175. Plaintiffs re-affirm and incorporate paragraphs 1 through 174 as if set forth
18 herein.

19 176. **Defendants' Unlawful Actions:** Defendants willfully and knowingly
20 engaged in the unlawful transportation, transmission, and transfer of stolen,
21 converted, and fraudulently obtained goods, securities, and moneys across state
22 lines, in violation of **18 U.S. Code § 2314** and **§ 2315**, which prohibit the interstate
23 transportation of stolen, converted, or fraudulently obtained property, including
24 securities and money. These actions also violated **15 U.S. Code § 78j** (Securities
25 Exchange Act of 1934), which prohibits manipulative and deceptive practices in
26 connection with the purchase or sale of securities.

27 177. **Acquisition of Plaintiff's Property and Financial Interests:** Defendants
28 wrongfully acquired Plaintiffs' property and financial interests, including but not

1 limited to real property, monetary instruments, negotiable instruments, and other
2 assets exceeding \$5,000 in value, through fraudulent misrepresentation and deceit.

3 **178. Fraudulent Transfers and Participation in Deceptive Conduct:** Defendants
4 knowingly participated in fraudulent transfers of assets and securities, such as
5 forged deeds and fabricated financial documents, understanding that these assets
6 had been wrongfully acquired through fraud, as evidenced by the verified and
7 *unrebutted* commercial affidavits (Exhibits E, F, and H).

8 **179. Conspiracy to Defraud:** Defendants intentionally conspired to transport
9 and transfer these goods, with the specific intent to defraud Plaintiffs and deprive
10 them of their rightful assets, including financial securities, in violation of **15 U.S.**
11 **Code § 78j**. This statute prohibits fraud, misrepresentation, and deceptive conduct
12 in the sale or transfer of securities.

13 **180. Execution of Fraudulent and Unlawful Transfers:** Specifically, the
14 fraudulent and unlawful transfer of Plaintiffs' property, including financial
15 securities, was executed as part of Defendants' scheme to deprive Plaintiffs of
16 their rightful assets, without any legal authority or justification.

17 **181. Intent to Deceive and Defraud:** Defendants' actions were undertaken
18 with the specific intent to deceive, defraud, and injure Plaintiffs.

19 **182. Harm and Financial Loss:** As a direct result of Defendants' unlawful
20 conduct, Plaintiffs have suffered irreparable harm and financial loss. Plaintiffs
21 have been deprived of their property, forced to engage in legal proceedings to
22 recover said assets, prevent further fraudulent actions from Defendants, and
23 protect their rights.

24 **183. Application of FDCPA:** In addition to the above actions and as
25 evidenced by the *unrebutted* commercial affidavits (Exhibits E, F, and H),
26 Defendants have engaged in fraudulent practices related to debt collection, in
27 violation of the **Fair Debt Collection Practices Act (FDCPA), 15 U.S. Code §**
28 **1692**. Specifically, Defendants may have misrepresented the nature of

1 financial obligations or the amount of debt owed by Plaintiffs, using
2 fraudulent documentation to advance their unlawful scheme.

3 **184. Misrepresentation of Debt Obligations:** Defendants wrongfully and
4 knowingly participated in actions that misrepresented financial obligations,
5 including the creation and submission of fraudulent documents or debt
6 instruments designed to coerce Plaintiffs into paying fictitious debts or
7 accepting false claims. These acts constitute a violation of **15 U.S. Code §**
8 **1692e**, which prohibits false representations and deceptive conduct in the
9 collection of debts.

10 **185. Prohibited Practices Under FDCPA:** Defendants' actions may further
11 constitute violations under **15 U.S. Code § 1692f**, which prohibits the use of
12 unfair or unconscionable means to collect or attempt to collect any debt,
13 including fraudulent or misleading conduct that could be used to deceive
14 Plaintiffs into relinquishing their property, funds, or assets.

15 **186. Damages and Relief for FDCPA Violation:** As a result of Defendants'
16 actions, Plaintiffs have suffered significant emotional distress and financial
17 harm, including wrongful loss of assets and forced legal actions to protect
18 their rights and prevent further fraudulent transfers. Under **15 U.S. Code §**
19 **1692k**, Plaintiffs are entitled to recover damages, including actual damages,
20 statutory damages, and attorney's fees and costs associated with this legal
21 action.

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

24 187. Plaintiffs re-affirm and incorporate paragraphs 1 through 186 as if set forth
25 herein.

26 188. Plaintiffs assert a claim for slander of title arising from Defendants'
27 false, malicious, and improper statements or filings that have clouded the title
28 to Plaintiffs' property. These actions have caused Plaintiffs significant injury,

1 including damage to their rightful ownership of the property and a
2 substantial diminution in its value.

3 189. The slander of title has not been rebutted and Defendants, through
4 their silent acquiescence, tacit agreement, and tacit procurement, as well as the
5 absence of any valid rebuttal to multiple verified commercial affidavits, have
6 effectively admitted the falsity of their claims. This *consideration* and
7 acknowledgment is further evidenced by the signed USPS Forms 3811
8 (attached as Exhibits E, J, F, G, H, and I), confirming Defendants' receipt and
9 acceptance of the relevant Notices, Affidavits, and the Self-Executing Contract
10 and Security Agreements.

11 190. Moreover, Plaintiffs assert that they are entitled to a **private right of**
12 **action** under 18 U.S. Code § 1964(c) (RICO Act) *and* 42 U.S. Code § 1983 for
13 the deprivation of rights under color of law, as well as under other relevant
14 statutes that protect property rights and actions against unlawful slander.

15 191. Defendants actions represent unlawful conduct that not only damages
16 Plaintiffs' property rights but also constitutes a violation of Plaintiffs' legal
17 rights, justifying a private right of action for damages.

18 ***FOURTEENTH (14th) CAUSE OF ACTION***
19 **([Replevin Action](#) – Against all Defendants)**

20 192. Plaintiffs re-allege and incorporate paragraphs 1 through 191 as if set forth
21 herein.

22 193. Plaintiffs seek a judgment for the immediate return of their **private**
23 automobile/transport and all private Property currently held by Defendants, which
24 was stolen from Plaintiffs, and which is incurring a daily usage charge of \$1,000.00
25 per day, as per the stipulation from Defendants, and also by their implied actions of
26 containing to maintain possession of the private Property.

27 194. Plaintiffs alternatively seek compensation for the full value of the Property
28 if it is not returned in the exact working order and condition.

1 195. Plaintiffs demand the immediate return of all property, tangible and
2 intangible, free and clear of any adverse claims by Defendants, as they have no
3 lawful or legal right to retain possession. If the property cannot be returned,
4 Plaintiffs seek compensation for its full market value at the time of the wrongful
5 possession.

6 196. Defendants' failure to respond to Plaintiffs' demands and **unrebutted**
7 **affidavits** constitutes wrongful possession of the Property under any Law,
8 consistent with legal maxims and established precedent.

9 197. Plaintiffs request the court issue an ORDER for the immediate return of the
10 Property or, alternatively, for the monetary value of the Property to be awarded to
11 Plaintiffs in accordance with the principles of Law and Chapter 78, Florida Statutes,
12 along with any other relief the court deems just and proper

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14 //

15 *Fifteenth (15th) CAUSE OF ACTION*

16 **(Unlawful Interference, Intimidation, Extortion, and Emotional**
17 **Distress – Against all Defendants)**

18 198. Plaintiffs re-affirm and incorporate paragraphs 1 through 197 as if set forth
19 herein.

20 199. **Defendants' Unlawful Conduct:** Defendants willfully and knowingly
21 engaged in unlawful conduct designed to interfere with Plaintiffs' business and
22 commerce. This conduct included threats of violence, intimidation, and extortion,
23 specifically aimed at disrupting Plaintiffs' lawful business activities and economic
24 pursuits. Defendants' actions were unlawful, malicious, and calculated to harm
25 Plaintiffs' business interests.

26 200. Defendants have admitted to these facts, as reflected in their *unrebutted*
27 affidavits, which under applicable legal principles must be deemed true and taken
28 as established.

1 **201. Threats and Coercion:**

2 a. Defendants intentionally made threats of violence and intimidation against
3 Plaintiffs with the express purpose of coercing them into compliance with
4 unlawful demands.

5 b. These threats were communicated through electronic means, written
6 correspondence, and verbal communications, and were calculated to instill fear
7 in Plaintiffs and force them to act against their will.

8 c. Defendants' admissions, documented in their un rebutted affidavits, confirm
9 that these threats were made with the intent to intimidate, coerce, and interfere
10 with Plaintiffs' lawful activities.

11 **202. Resulting Economic and Emotional Harm:** As a direct and proximate result
12 of Defendants' wrongful conduct:

13 a. **Economic Damages:** Plaintiffs suffered substantial financial harm, including
14 the loss of business opportunities, damage to their business reputation, and
15 other significant economic losses.

16 b. **Emotional Distress:** Defendants' actions caused Plaintiffs severe emotional
17 distress, including humiliation, anxiety, and psychological harm.

18 These facts, detailed in Plaintiffs' affidavits, remain un rebutted by Defendants
19 and must therefore be accepted as true.

20 **203. Extortionate Conduct:** Defendants' conduct constitutes extortion under
21 applicable law. Their threats of violence and harm were intended to unlawfully
22 coerce Plaintiffs into:

23 a. Relinquishing property, services, or money.

24 b. Acting against their will and contrary to their lawful rights.

25 This unlawful conduct was undertaken with the specific intent to deprive
26 Plaintiffs of their rightful property, business interests, and personal well-being.

27 These acts, as documented in Plaintiffs' affidavits, remain *un rebutted* and must
28 be accepted as fact.

1 **204. Outrageous and Extreme Behavior:**

2 Defendants' actions were extreme, outrageous, and beyond all bounds of decency.
3 Their conduct demonstrates a reckless disregard for the economic and emotional
4 consequences inflicted upon Plaintiffs. These allegations are supported by the
5 *unrebutted* affidavits submitted by Plaintiffs and must be taken as established facts.

6 **205. Damages and Relief:** As a direct and proximate result of Defendants'
7 unlawful actions, Plaintiffs have incurred the following damages:

8 a. **Actual Damages:** Plaintiffs have suffered economic losses, emotional distress,
9 and expenses, including medical costs arising from the emotional and
10 psychological harm caused by Defendants' conduct.

11 b. **Compensatory Damages:** Plaintiffs are entitled to compensatory damages for
12 their financial and emotional harm.

13 c. **Punitive Damages:** Plaintiffs seek punitive damages to punish Defendants for
14 their willful, malicious, and unlawful actions and to deter similar conduct in the
15 future.

16 d. **Other Relief:** Plaintiffs seek any additional relief deemed just and appropriate
17 by the Court.

18 **206. Unrebutted Affidavits and Legal Entitlement:** Defendants have failed to
19 rebut the sworn affidavits submitted by Plaintiffs, which detail the unlawful
20 interference, intimidation, and extortion. Under legal standards, these affidavits
21 must be taken as true. Consequently, Plaintiffs are entitled to judgment as a matter
22 of law based on the unrebutted evidence and established facts

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

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

25 207. Plaintiffs re-affirm and incorporate paragraphs 1 through 206 as if set forth herein.

26 208. **Fraud:** Plaintiffs seek a declaratory judgment affirming that
27 Defendants have committed acts of fraud by willfully misrepresenting
28 material facts, concealing critical information, and engaging in deceptive

1 practices that have caused harm to Plaintiffs. This judgment will establish
2 Defendants' liability and confirm Plaintiffs' entitlement to relief.

3 **209. Breach of Contract:** Plaintiffs demand a declaratory judgment
4 affirming the terms and enforceability of the self-executing Contract and
5 Security Agreement. Defendants' failure to rebut Plaintiffs' commercial
6 affidavits constitutes tacit agreement to these terms, thereby confirming
7 Defendants' breach of contract and their liability for damages.

8 **210. Theft, Embezzlement, and Fraudulent Misapplication of Funds and**
9 **Assets:** Plaintiffs seek a declaratory judgment confirming that Defendants
10 engaged in theft, embezzlement, and fraudulent misapplication of Plaintiffs'
11 funds and assets. Plaintiffs request that the Court affirm Defendants'
12 wrongful conduct and their responsibility to restore the misappropriated
13 assets.

14 **211. Fraud, Forgery, and Unauthorized Use of Identity:** Plaintiffs demand
15 a declaratory judgment to establish that Defendants committed fraud and
16 forgery by unlawfully using Plaintiffs' identity without authorization. This
17 includes the creation, manipulation, or misuse of documents and instruments
18 bearing Plaintiffs' name, which resulted in financial and reputational harm.

19 **212. Monopolization of Trade and Commerce and Unfair Business**
20 **Practices:** Plaintiffs seek a declaratory judgment to affirm that Defendants
21 engaged in unlawful monopolistic practices and unfair business practices,
22 including restricting market competition and exploiting Plaintiffs' business
23 interests. This judgment will clarify the public harm caused by Defendants'
24 actions and the impact on Plaintiffs' rights to fair trade and commerce.

25 **213. Deprivation of Rights Under Color of Law:** Plaintiffs seek a declaratory
26 judgment affirming that Defendants, acting under the color of law, deprived
27 Plaintiffs of their constitutional and statutory rights. This includes violations of due
28 process, equal protection, and other rights protected under federal and state laws.

1 **214. Receiving Extortion Proceeds, False Pretenses, and Fraud:** Plaintiffs seek a
2 declaratory judgment to affirm that Defendants knowingly received and benefited
3 from proceeds obtained through extortion, false pretenses, and fraud. This
4 judgment will confirm the illegal nature of such transactions and Defendants'
5 liability for damages.

6 **215. Extortion and Racketeering:** Plaintiffs demand a declaratory judgment
7 affirming that Defendants engaged in extortion and racketeering activities in
8 violation of federal and state laws. Plaintiffs seek the Court's determination of the
9 unlawful nature of Defendants' conduct and its impact on Plaintiffs' rights and
10 interests.

11 **216. Bank Fraud:** Plaintiffs request a declaratory judgment confirming that
12 Defendants engaged in bank fraud as defined under 18 U.S.C. § 1344. This
13 includes fraudulent representations, mismanagement of financial
14 instruments, and unlawful practices that caused harm to Plaintiffs.

15 **217. Fraudulent Transportation and Transfer of Stolen Goods and**
16 **Securities:** Plaintiffs seek a declaratory judgment confirming that Defendants
17 unlawfully transported and transferred stolen goods, funds, and securities in
18 violation of federal law. This judgment will clarify Defendants' liability for
19 their fraudulent acts.

20 **218. Slander of Title:** Plaintiffs demand a declaratory judgment affirming
21 the validity of their title to the property in question. Plaintiffs request that the
22 Court confirm Defendants' defamatory claims and actions have unlawfully
23 clouded Plaintiffs' title, causing reputational and financial harm.

24 **219. Replevin or Compensation:** Plaintiffs request a declaratory judgment
25 establishing their right to immediate possession of the property or,
26 alternatively, compensation equivalent to the value of the property. Plaintiffs
27 assert that they are the sole and exclusive owners, free and clear of any claims
28 or interests asserted by Defendants. This includes confirming that the title is

1 valid, uncontested, and that any wrongful retention by Defendants is subject
2 to remedy under Florida law.

3 **220. Unlawful Interference, Intimidation, Extortion, and Emotional**
4 **Distress:** Plaintiffs seek a declaratory judgment to confirm that Defendants
5 engaged in unlawful interference, intimidation, and extortion, causing
6 emotional distress and harm to Plaintiffs. This judgment will affirm
7 Defendants' liability and the extent of damages suffered by Plaintiffs.

8 **221. Declaratory Judgment for Tacit Agreement and Liability:** Plaintiffs
9 demand a declaratory judgment affirming that Defendants, by failing to rebut
10 Plaintiffs' duly executed and notarized commercial affidavits, have agreed to
11 the terms and conditions of the self-executing Contract and Security
12 Agreement. This includes Defendants' stipulated liability in the amount of
13 **Two Billion Nine Hundred Seventy-Five Million and 00/100 U.S. Dollars**
14 **(\$2,975,000,000.00).**

15 a. Plaintiffs present Exhibits "E" through "J" as supporting evidence,
16 demonstrating Defendants' silence, acquiescence, non-response, and tacit
17 procurement, which legally constitutes agreement to the terms of the
18 Contract and Security Agreement.

19 **Relief Requested:**

20 Plaintiffs respectfully demand that the Court grant declaratory relief to:

- 21 a. Affirm the validity and enforceability of the Contract and Security Agreement.
22 b. Establish Defendants' liability for the wrongful acts and omissions outlined
23 herein.
24 c. Clarify Plaintiffs' rights, title, and interests under federal and state laws.
25 d. Award Plaintiffs such further relief as the Court deems just and proper,
26 including, but not limited to, the agreed and stipulated judgment of **Two Billion**
27 **Nine Hundred Seventy-Five Million and 00/100 U.S. Dollars**
28 **(\$2,975,000,000.00)** and the corresponding lien against Defendants.

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

2 **(Summary Judgement as a Matter of Law – Against all Defendants)**

3 222. Plaintiffs re-affirm and incorporate paragraphs 1 through 221 as if set forth herein.

4 223. Plaintiffs respectfully **move** for summary judgement in their favor
5 based on the clear, enforceable terms of the Contract and Security Agreement,
6 and as a matter of law. Pursuant to the Contract and Security Agreement,
7 Defendant(s) explicitly stipulated and accepted, by their conduct and
8 inaction, a binding judgement, summary judgement, and/or lien
9 authorization (per U.C.C. § 9-509) in favor of Plaintiffs. The contract
10 establishes Defendant(s)' liability in the agreed-upon amount of **Two Billion**
11 **Nine Hundred Seventy-Five Million and 00/100 U.S. Dollars**
12 **(\$2,975,000,000.00)**, which Defendant(s) acknowledged and accepted through
13 the principles of tacit procurement and silent acquiescence, thereby waiving
14 any grounds to contest this judgement.

15 224. Defendants agreed to the terms stipulated in the *unrebutted*
16 commercial affidavits and the self-executing Contract and Security
17 Agreement, all of which were confirmed, signed for via USPS form 3811, and
18 delivered via USPS Registered, Express, and/or Certified Mail.

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

24 226. Given that the affidavits presented are unrebutted and establish
25 the facts essential to Plaintiffs' claims, summary judgement in favor of
26 Plaintiffs is warranted. Defendants' failure to contest or rebut these
27 affidavits supports the conclusion that there are no genuine issues of
28 material fact, and Plaintiffs are entitled to judgement as **a matter of law.**

1 227. Plaintiffs respectfully demand the Court to grant summary judgement
2 in their favor based on the undisputed facts presented in the unrebutted
3 verified commercial affidavits submitted and incorporated into this matter.
4 Defendants have failed to rebut the content of these affidavits, which
5 conclusively establish the validity of Plaintiffs' claims.

6 228. **Florida Rule of Civil Procedure 1.510(a) and California Code of Civil**
7 **Procedure § 437c(a):** Summary judgement is appropriate where there is no
8 triable issue of material fact and the moving party is entitled to judgement as
9 a matter of law. The *unrebutted* affidavits (Exhibits E, F, and H) submitted by
10 Plaintiffs establish that there are no material facts in dispute, and Plaintiffs are
11 entitled to judgement based on the evidence provided.

12 **CLAIM and DEMAND FOR RELIEF:**

13 229. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
14 through 234 as if fully set forth herein.

15 230. Plaintiffs seek a judgment **replevin or compensation** for the Property in
16 **their favor**, free and clear of any adverse claims by Defendant(s), and a judgment in
17 the sum amount of, **Two Billion Nine Hundred Seventy-Five Million and 00/100**
18 **U.S. Dollars (\$2,975,000,000.00 USD)**, as established and **evidenced** by UCC
19 **#2024400157-3 and UCC3 filing and NOTICE #2024405802-2 and 2024403283-5.**

20 231. As *considered, agreed, and stipulated* by Defendant(s) in the *unrebutted*
21 verified commercial affidavits, contract agreement, and/or self-executing contract
22 security agreement(s) (Exhibits E, F, and H), All issues are deemed **settled RES**
23 **JUDICATA, STARE DECISIS** and by **COLLATERAL ESTOPPEL**.

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25 //

26 **RELIEF DEMANDED:**

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

28 **First (1st) Cause of Action (Fraud)**

- 1 1. For compensatory damages resulting from Defendants' willful and intentional
2 fraudulent misrepresentations and creation of false claims of debt, as considered,
3 agreed, and stipulated by Defendant(s) in the unrebutted verified commercial
4 affidavits, contract agreement, and/or self-executing contract security
5 agreement(s) (Exhibits E, F, and H).
- 6 2. For punitive damages based on Defendants' intentional, willful, and malicious
7 conduct.
- 8 3. **Private Right of Action:** A private right of action exists under fraud claims,
9 particularly where fraudulent misrepresentation leads to financial harm. As
10 established under Restatement (Second) of Torts, § 529, individuals harmed by
11 fraudulent misrepresentation may seek both compensatory and punitive
12 damages.
- 13 4. Additionally, several federal statutes provide a private right of action for
14 fraudulent practices:
 - 15 • **12 U.S. Code § 2605 (Real Estate Settlement Procedures Act of 1974)** –
16 Provides a private right of action for Plaintiffs when Defendants fail to
17 provide the proper disclosures and engage in fraudulent conduct in
18 connection with real estate settlements.
 - 19 • **12 U.S. Code § 5601 (The Dodd-Frank Wall Street Reform and Consumer
20 Protection Act)** – Allows a private right of action for Plaintiffs harmed by
21 unfair or deceptive practices by financial institutions, including fraud and
22 misrepresentation in loan servicing and foreclosure proceedings.
 - 23 • **12 U.S. Code § 1639c (Truth in Lending Act, TILA)** – Provides a private right
24 of action for fraudulent misrepresentation or failure to disclose material
25 information regarding financial products, including mortgage loans and
26 related documents.
 - 27 • **15 U.S. Code § 1692 (Fair Debt Collection Practices Act, FDCPA)** – Provides
28 a private right of action for fraudulent representations and unlawful debt

1 collection practices, including fraudulent or deceptive methods used to
2 collect debts.

3 **Second (2nd) Cause of Action (Breach of Contract)**

- 4 5. **Compensatory Damages for Breach of Contract:** Plaintiffs seek **compensatory**
5 **damages** resulting from Defendants' breach of the Contract and Security
6 Agreement. Defendants have failed to perform their obligations as required
7 under the contract, which was deemed accepted by their **non-response** to the
8 terms outlined in the contract, including but not limited to their failure to
9 address the affixed contractual duties and obligations.
- 10 6. **Private Right of Action for Breach of Contract:** A **Private Right of Action** for
11 breach of contract is established under **Uniform Commercial Code (U.C.C.) §**
12 **2-715**, which provides a remedy for non-performance or wrongful failure to
13 perform an agreement. Under this provision, Plaintiffs are entitled to seek
14 **compensatory damages** for any loss incurred as a result of Defendants' failure to
15 uphold the terms of the contract.
- 16 7. **Non-performance and Civil Claim for Damages:** As per **common law contract**
17 **principles**, non-performance of an agreement entitles the non-breaching party to
18 pursue a **civil claim** for damages arising from the breach. Defendants' willful
19 non-performance and failure to satisfy their obligations as set forth in the
20 contract have directly resulted in financial harm to Plaintiffs, for which they seek
21 restitution and any other appropriate remedies as deemed just and proper by the
22 Court.

23 **Third (3rd) Cause of Action (Theft, Embezzlement, and Fraudulent**
24 **Misapplication of Funds and Assets)**

- 25 8. For restitution of funds and assets misappropriated by Defendants, constituting
26 embezzlement, as per applicable laws.
- 27 9. For punitive damages due to Defendants' intentional, willful, and malicious
28 misappropriation and negligence of Plaintiff's property.

1 10. **Private Right of Action:** Under 18 U.S.C. § 666 and common law embezzlement
2 principles, victims of embezzlement have a private right of action for recovery of
3 stolen assets and damages caused by the wrongful appropriation of funds.

4 **Fourth (4th) Cause of Action (Fraud, Forgery, and Unauthorized Use**
5 **of Identity)**

6 11. For compensatory damages due to Defendants' unlawful use of Plaintiffs'
7 private and personal information without authorization.

8 12. For punitive damages for the willful and intentional unauthorized use of
9 identity.

10 13. **Private Right of Action:** Under 18 U.S.C. § 1028, individuals whose identities
11 have been fraudulently used may pursue a private right of action for damages
12 caused by the unauthorized use of personal information.

13 **Fifth (5th) Cause of Action (Monopolization of Trade and Commerce**
14 **and Unfair Business Practices)**

15 14. For compensatory damages due to Defendants' unlawful restraint of trade and
16 commerce, in violation of antitrust laws.

17 15. For **equitable relief** to prevent further monopolistic practices.

18 16. **Private Right of Action:** Under Sherman Antitrust Act, 15 U.S.C. § 2, private
19 parties may bring suit for monopolistic practices and seek both damages and
20 injunctive relief to prevent future violations.

21 **Sixth (6th) Cause of Action (Deprivation of Rights under the Color of**
22 **Law)**

23 17. **Compensatory Damages:** Plaintiffs seek compensatory damages arising
24 from the deprivation of their constitutional rights under **42 U.S.C. § 1983**
25 **and 18 U.S.C. § 241**. These damages are necessary to redress the harm
26 suffered by Plaintiffs as a direct result of Defendants' unlawful actions,
27 including violations of due process, equal protection, and other
28 fundamental rights guaranteed by the U.S. Constitution.

1 **18. Punitive Damages:** Plaintiffs further seek punitive damages based on
2 Defendants' intentional, willful, and malicious deprivation of Plaintiffs'
3 constitutional rights. These damages are warranted to deter Defendants
4 and others from engaging in similar conduct in the future and to hold
5 them accountable for their egregious and oppressive actions.

6 **19. Private Right of Action:** Pursuant to **42 U.S.C. § 1983**, Plaintiffs, as private
7 individuals, have the right to sue state actors who have deprived them of
8 their constitutional rights under color of law. This statute provides for both
9 compensatory and punitive damages as remedies for such violations.
10 Additionally, under **18 U.S.C. § 241**, Plaintiffs highlight the criminal
11 conspiracy by Defendants to interfere with their constitutional rights,
12 further underscoring the gravity of the violations and the need for judicial
13 intervention and damages

14 **Seventh (7th) Cause of Action (Receiving Extortion Proceeds)**

15 **20. Compensatory Damages for Unlawful Benefit from Extortion Proceeds:**

16 Plaintiffs seek **compensatory damages** resulting from Defendants' unlawful
17 benefit obtained from **extortion proceeds** in violation of **18 U.S.C. § 880** and **15**
18 **U.S.C. § 1** (Sherman Antitrust Act). Defendants employed coercive tactics,
19 including the unlawful initiation of foreclosure, threats, and false claims of
20 authority, to compel Plaintiffs to act against their interests and submit to
21 fraudulent claims. These actions constitute extortion, with the Defendants
22 unlawfully benefiting from the wrongful appropriation of Plaintiffs' property.

23 **21. Punitive Damages for Willful and Malicious Participation in Extortion:**

24 Plaintiffs further seek **punitive damages** due to Defendants' **intentional,**
25 **willful,** and **malicious participation** in the unlawful act of extortion.

26 Defendants' coercive conduct not only constitutes a direct violation of federal
27 law but was done with the deliberate intent to harm Plaintiffs, strip them of their
28 property rights, and gain an unlawful advantage.

1 //

2 **22. Violation of 42 U.S.C. § 1983 - Deprivation of Rights Under Color of Law:**

3 Defendants' actions violate **42 U.S.C. § 1983**, which allows for a civil action for
4 the deprivation of rights secured by the Constitution or federal law. Acting
5 under color of law, Defendants unlawfully deprived Plaintiffs of their property
6 rights, which are constitutionally protected. Defendants' actions in initiating
7 foreclosure and making false claims of authority have unlawfully deprived
8 Plaintiffs of their constitutional rights, thus entitling Plaintiffs to seek restitution
9 and damages for the violation of their property rights.

10 **23. Violation of 15 U.S.C. § 1 (Sherman Antitrust Act):** Defendants' coercive

11 foreclosure actions, which may be part of a broader effort to monopolize or
12 restrain trade, violate **15 U.S.C. § 1** of the **Sherman Antitrust Act**. By conspiring
13 to restrict Plaintiffs' right to freely manage their property and engage in
14 commerce, Defendants' conduct constitutes illegal restraint of trade, and
15 Plaintiffs are entitled to remedies under federal antitrust law for these violations.

16 **24. Unjust Enrichment Under Restatement (Second) of Torts:** Through their

17 fraudulent foreclosure practices and extortionate behavior, Defendants have
18 unjustly enriched themselves by receiving benefits from the wrongful
19 appropriation of Plaintiffs' property. Under the **Restatement (Second) of Torts**,
20 unjust enrichment occurs when one party benefits at the expense of another
21 through wrongful conduct. Defendants' receipt of extortion proceeds from
22 Plaintiffs' property constitutes unjust enrichment, and as a result, Defendants
23 should be required to disgorge these ill-gotten gains.

24 **25. Private Right of Action for Extortion and Related Criminal Activities:**

- 25 • **18 U.S.C. § 880** provides a **private right of action** for restitution to victims of
26 extortion. Plaintiffs are entitled to recover funds or property obtained
27 through extortionate means, and to seek **restitution** for the unlawful benefit
28 Defendants derived from their coercive tactics.

- Additionally, **civil RICO claims** under **18 U.S.C. § 1962** allow Plaintiffs to seek remedies for the pattern of racketeering activity, including extortion and related criminal activities, resulting in financial injury. Plaintiffs can pursue **damages, punitive damages**, and other appropriate civil remedies for Defendants' racketeering acts.

Eighth (8th) Cause of Action (False Pretenses and Fraud)

26. **Compensatory Damages for Fraudulent Representations:** Plaintiffs seek compensatory damages resulting from Defendants' fraudulent representations regarding ownership and authority related to foreclosure proceedings. Defendants knowingly made false representations concerning their right to initiate foreclosure actions, which were detrimental to Plaintiffs' property rights.

27. **Punitive Damages for Willful and Malicious Intent:** Plaintiffs seek punitive damages for Defendants' intentional, willful, and malicious conduct in creating false pretenses to facilitate the wrongful foreclosure. Defendants acted with an intentional disregard for the truth and with a malice that warrants punitive damages to deter such conduct.

28. Private Right of Action:

- **Restatement (Second) of Torts § 530:** Under **Restatement (Second) of Torts § 530**, victims of fraudulent misrepresentation may pursue both compensatory and punitive damages. This legal principle supports Plaintiffs' right to seek redress for both the actual harm caused by the fraudulent representations and the malicious intent behind such actions.
- **Private Right of Action under State Fraud Laws:** Plaintiffs are entitled to pursue a **private right of action** for fraudulent misrepresentation under applicable state laws governing fraud, deceit, and false pretenses. These state laws provide for the recovery of both compensatory and punitive damages for fraudulent conduct.

- 1 • **Civil Remedies for Fraud under 18 U.S.C. § 1343 (Wire Fraud):** Under 18
2 **U.S.C. § 1343**, which criminalizes wire fraud, Plaintiffs may also pursue civil
3 remedies, including compensatory and punitive damages, if Defendants'
4 actions involved the use of interstate communication for fraudulent
5 purposes.

6 **29. Remedies Sought:**

- 7 • **Compensatory Damages** for the financial harm caused by Defendants'
8 fraudulent misrepresentations.
9 • **Punitive Damages** to punish Defendants for their intentional and malicious
10 conduct and to deter future fraudulent actions.
11 • **Equitable Relief** as appropriate, including the potential return of property or
12 compensation for losses stemming from the fraudulent foreclosure actions

13 **Ninth (9th) Cause of Action (Extortion)**

14 **30. Compensatory Damages:** Plaintiff(s) seek **compensatory damages** for the
15 harm caused by Defendants' extortion attempts, which unlawfully forced
16 Plaintiff(s) into compliance through coercive and unlawful demands.

17 **31. Punitive Damages:** Plaintiff(s) seek **punitive damages** for Defendant(s)'
18 intentional, willful, and malicious conduct in committing extortion under
19 **18 U.S. Code § 878**, which governs the penalties for threats and extortion
20 related to foreign officials, internationally protected persons, and official
21 guests.

22 **32. Private Right of Action: 18 U.S.C. § 873** provides a civil **right of action** for
23 victims of extortion, enabling Plaintiff(s) to pursue damages stemming
24 from Defendants' unlawful extortionate conduct. Furthermore, individuals
25 may pursue **civil remedies** under **RICO statutes** (Racketeer Influenced
26 and Corrupt Organizations Act) when the extortion is connected to a
27 pattern of racketeering activity, providing an additional legal avenue for
28 redress.

1 33. **RICO Claims:** Plaintiff(s) may also pursue damages and relief under the
2 **civil RICO statutes** if Defendants' coercive and extortionate actions are
3 part of a larger pattern of racketeering activity. This includes seeking
4 damages for financial harm, reputational damage, and the unlawful
5 benefits Defendants obtained through extortion

6 **Tenth (10th) Cause of Action (Racketeering)**

7 34. **Nature of the Claim:** This cause of action arises from Defendants'
8 intentional, willful, and malicious engagement in a pattern of racketeering
9 activities in violation of **18 U.S.C. § 1961 et seq.**, causing substantial harm
10 to Plaintiff.

11 35. **Compensatory Damages:** Plaintiff seeks compensatory damages for
12 injuries to their property and rights caused by Defendants' ongoing
13 racketeering activities, including but not limited to fraudulent and illegal
14 actions aimed at depriving Plaintiff of their property through extortion,
15 false claims, and fraudulent misrepresentations.

16 36. **Punitive Damages:** Plaintiff further seeks punitive damages due to
17 Defendants' intentional, willful, and malicious conduct, which reflects a
18 blatant disregard for the law and Plaintiff's rights.

19 37. **Private Right of Action:** Pursuant to **18 U.S.C. § 1964(c)**, Plaintiff asserts
20 their private right of action to bring claims under the **Racketeer**
21 **Influenced and Corrupt Organizations (RICO) Act**. This statute enables
22 private parties to seek both compensatory and punitive damages for
23 injuries caused by ongoing criminal enterprises and racketeering activities

24 **Eleventh (11th) Cause of Action (Bank Fraud)**

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

27 39. For punitive damages for Defendants' intentional, willful, and malicious intent
28 to defraud.

1 40. **Private Right of Action:** Although 18 U.S.C. § 1344 does not expressly grant a
2 private right of action, civil remedies for fraud and breach of fiduciary duties
3 under common law or UCC § 3-305 may provide a basis for damages.

4 **Twelfth (12th) of Action (Fraudulent Transfer of Property and**
5 **Securities)**

6 41. **Nature of the Claim:** This cause of action arises from Defendants' intentional,
7 willful, and malicious fraudulent transfer and transportation of stolen property
8 and securities in violation of 18 U.S.C. § 2314.

9 42. **Compensatory Damages:** Plaintiff seeks compensatory damages for the
10 unlawful transfer and transportation of stolen property and securities, including
11 but not limited to assets wrongfully removed, withheld, or concealed in
12 violation of the law.

13 43. **Punitive Damages:** Plaintiff further seeks punitive damages due to Defendants'
14 intentional, willful, and malicious conduct in fraudulently transferring and
15 transporting assets, which constitutes a clear violation of property and trust
16 rights.

17 44. **Private Right of Action:**

18 a. While 18 U.S.C. § 2314 criminalizes the transportation of stolen property, it
19 does not independently create a private right of action.

20 b. Plaintiff asserts civil remedies under relevant laws, including claims for fraud,
21 unjust enrichment, and restitution, to recover damages resulting from the
22 fraudulent transfer of property.

23 c. Pursuant to UCC § 9-315, Plaintiff asserts their right to claim damages related
24 to the wrongful transfer of collateral or property that violates security
25 agreements and other lawful protections of property interests.

26 **Thirteenth (13th) Cause of Action (Slander of Title)**

27 45. **Nature of the Claim:** This cause of action arises from Defendants' false,
28 malicious, and defamatory filings that clouded the title to Plaintiff's Property,

1 thereby damaging Plaintiff's ownership rights and interfering with their lawful
2 use and enjoyment of the Property.

3 **46. Declaratory Relief:** Plaintiff seeks a declaration that their title to the Property is
4 free and clear of any adverse claims made by Defendants, and that all fraudulent
5 filings, encumbrances, or liens be deemed null and void.

6 **47. Punitive Damages:** Plaintiff further seeks punitive damages due to Defendants'
7 intentional, willful, and malicious actions, which were calculated to defraud and
8 injure Plaintiff and unlawfully encumber their Property.

9 **48. Compensatory Damages:** Plaintiff seeks compensatory damages for the harm
10 caused by Defendants' actions, including but not limited to the costs associated
11 with clearing the title, diminished value of the Property, and other economic
12 losses incurred as a direct result of Defendants' wrongful conduct.

13 **49. Private Right of Action:**

14 **50. a. Common Law Slander of Title:** A private right of action for slander of title
15 exists under well-established common law tort principles. This right allows a
16 property owner to recover damages caused by false and defamatory statements
17 that directly impair their ownership rights or title to the Property.

18 b. Defendants' filings meet the criteria for slander of title, as they were:

19 i. Published to third parties.

20 ii. False and malicious in nature.

21 iii. Specifically calculated to cause harm by casting doubt on Plaintiff's title.

22 iv. Resulting in actual damages to Plaintiff.

23 **Fourteenth (14th) Cause of Action (Replevin or Compensation)**

24 **51. Nature of the Claim:**

25 This cause of action seeks judgment for the replevin of the Property, or
26 compensation for its value in favor of Plaintiffs, ensuring it is free and
27 clear of any adverse claims or interests wrongfully asserted by Defendants.
28 Plaintiffs' ownership rights are evidenced and established through UCC1

1 filling #2024400157-3, and UCC3 filing and NOTICE #2024405802-2 and
2 2024403283-5 and unrequited commercial affidavits (attached as Exhibits
3 A, B, and C).

4 52. Relief Sought:

5 53. Punitive Damages: Plaintiffs seek punitive damages for Defendants'
6 unlawful and false claims against Plaintiffs' property rights..

7 Fifteenth (15th) Cause of Action (**Unlawful Interference, Intimidation,**
8 **Extortion, and Emotional Distress**)

9 54. Nature of the Claim: Defendants willfully and knowingly engaged in a
10 pattern of unlawful conduct, including threats of violence, intimidation,
11 and extortion, with the specific intent to interfere with Plaintiffs' lawful
12 business activities and economic pursuits. Defendants' actions were
13 malicious, intentional, and calculated to cause harm to Plaintiffs' business
14 interests, personal well-being, and economic opportunities.

15 55. Defendants have admitted to these actions, as evidenced by their
16 un rebutted affidavits, which are legally deemed as true under established
17 principles of law.

18 56. Unlawful Conduct:

19 a. Threats of Violence and Intimidation:

20 Defendants intentionally made threats of violence and intimidation against
21 Plaintiffs with the aim of coercing them into complying with unlawful
22 demands. These threats, communicated through electronic means, written
23 correspondence, and verbal statements, were calculated to instill fear and
24 force Plaintiffs to act against their will.

25 b. Extortionate Acts:

26 Defendants' conduct constitutes extortion, as their threats of harm were
27 specifically intended to coerce Plaintiffs into relinquishing property,
28 money, services, or rights to which Plaintiffs are legally entitled. These

1 extortionate acts, as admitted by Defendants in their un rebutted affidavits,
2 were undertaken with malicious intent to disrupt Plaintiffs' business and
3 personal affairs.

4 **c. Unlawful Interference:**

5 Defendants intentionally disrupted Plaintiffs' ability to conduct lawful
6 commerce and business activities through a pattern of coercion and
7 intimidation. This interference directly caused Plaintiffs to suffer financial
8 losses, damage to business reputation, and the loss of economic
9 opportunities.

10 **57. Resulting Harm:**

11 As a direct and proximate result of Defendants' unlawful conduct,
12 Plaintiffs have suffered the following damages:

13 **a. Economic Damages:** Loss of business opportunities, financial harm, and
14 damage to Plaintiffs' business reputation.

15 **b. Emotional and Psychological Harm:** Severe emotional distress,
16 humiliation, anxiety, and other forms of personal and psychological harm
17 caused by Defendants' extreme and outrageous conduct.

18 **c. Tangible Losses:** Plaintiffs incurred medical expenses and other costs
19 related to addressing the emotional and psychological harm caused by
20 Defendants' actions.

21 **58. Admissions and Unrebutted Evidence:**

22 Plaintiffs' allegations are supported by their sworn affidavits, which
23 remain unrebutted by Defendants. Defendants' own admissions, as set
24 forth in their affidavits, confirm their unlawful conduct, including threats,
25 intimidation, and extortion. These facts, being unrebutted, must be
26 accepted as true, and Plaintiffs are entitled to judgment as a matter of law
27 based on the established record.

28 **59. Relief Sought:**

1 a. **Compensatory Damages:** Plaintiffs seek damages for the financial
2 losses, emotional distress, and other harm caused by Defendants' unlawful
3 interference, intimidation, and extortion.

4 b. **Punitive Damages:** Plaintiffs seek punitive damages to punish
5 Defendants for their intentional, willful, and malicious conduct and to
6 deter similar behavior in the future.

7 c. **Injunctive Relief:** Plaintiffs seek a permanent injunction to enjoin
8 Defendants from engaging in any further unlawful interference, threats,
9 intimidation, or extortion against Plaintiffs or their business interests.

10 d. **Declaratory Relief:** Plaintiffs request a declaration affirming that
11 Defendants' conduct violated federal and state laws, including extortion
12 and interference with commerce, and confirming Plaintiffs' entitlement to
13 relief.

14 **60. Legal Basis:**

15 a. **Hobbs Act (18 U.S.C. § 1951):** Defendants' actions constitute extortion
16 and unlawful interference with commerce, as prohibited under the Hobbs
17 Act.

18 b. **State Tort Law:** Defendants' conduct also gives rise to claims under
19 state law for intentional infliction of emotional distress, tortious
20 interference with business relations, and extortion.

21 c. **Unrebutted Evidence:** Defendants' admissions and failure to rebut
22 Plaintiffs' affidavits further solidify the Plaintiffs' claims, entitling them to
23 judgment as a matter of law.

24 **61. Enjoinment Against Future Misconduct:**

25 Defendants' repeated and deliberate unlawful conduct demonstrates a
26 high likelihood of recurrence. Plaintiffs seek injunctive relief to enjoin
27 Defendants from engaging in any future threats, intimidation, extortion, or
28 interference with Plaintiffs' lawful activities or property rights.

1 **Sixteenth (16th) Cause of Action (Declaratory Judgement)**

2 62. **Fraud:** For a declaratory judgment affirming that Defendants have committed
3 acts of fraud by willfully misrepresenting material facts, concealing critical
4 information, and engaging in deceptive practices, resulting in harm to Plaintiffs.
5 This judgment will establish Defendants' liability and confirm Plaintiffs'
6 entitlement to relief as provided under applicable federal and state laws.

7 63. **Breach of Contract:** For a declaratory judgment affirming the terms and
8 enforceability of the self-executing Contract and Security Agreement.
9 Defendants' failure to rebut Plaintiffs' commercial affidavits constitutes tacit
10 agreement to these terms, thereby confirming Defendants' breach of contract
11 and their liability for damages.

12 64. **Theft, Embezzlement, and Fraudulent Misapplication of Funds and Assets:**
13 For a declaratory judgment confirming that Defendants engaged in theft,
14 embezzlement, and fraudulent misapplication of Plaintiffs' funds and assets,
15 and to restore the misappropriated assets as outlined in the Contract and
16 Security Agreement.

17 65. **Fraud, Forgery, and Unauthorized Use of Identity:** For a declaratory judgment
18 affirming that Defendants committed fraud and forgery by unlawfully using
19 Plaintiffs' identity without authorization. This includes the creation,
20 manipulation, or misuse of documents bearing Plaintiffs' name, which resulted
21 in financial harm and reputational damage to Plaintiffs.

22 66. **Monopolization of Trade and Commerce and Unfair Business Practices:** For a
23 declaratory judgment affirming that Defendants engaged in unlawful
24 monopolistic practices and unfair business practices, including restricting
25 market competition and exploiting Plaintiffs' business interests. This judgment
26 will clarify the public harm caused by Defendants' actions and their impact on
27 Plaintiffs' rights to fair trade and commerce. **Deprivation of Rights Under Color**
28 **of Law:** For a declaratory judgment affirming that Defendants, acting under the

1 color of law, deprived Plaintiffs of their constitutional and statutory rights. This
2 includes violations of due process, equal protection, and other rights under
3 federal and state laws.

4 **67. Receiving Extortion Proceeds, False Pretenses, and Fraud:** For a declaratory
5 judgment affirming that Defendants knowingly received and benefited from
6 proceeds obtained through extortion, false pretenses, and fraud. This judgment
7 will confirm the illegal nature of these transactions and establish Defendants'
8 liability for damages.

9 **68. Extortion and Racketeering:** For a declaratory judgment affirming that
10 Defendants engaged in extortion and racketeering activities in violation of
11 federal and state laws. This judgment will affirm the unlawful nature of
12 Defendants' conduct and its impact on Plaintiffs' rights and interests.

13 **69. Bank Fraud:** For a declaratory judgment affirming that Defendants engaged in
14 bank fraud under 18 U.S.C. § 1344, involving fraudulent representations,
15 mismanagement of financial instruments, and unlawful practices causing harm
16 to Plaintiffs.

17 **70. Fraudulent Transportation and Transfer of Stolen Goods and Securities:** For a
18 declaratory judgment confirming that Defendants unlawfully transported and
19 transferred stolen goods, funds, and securities in violation of federal law. This
20 judgment will confirm Defendants' fraudulent acts and establish their liability
21 for such misconduct.

22 **71. Slander of Title:** For a declaratory judgment affirming the validity of Plaintiffs'
23 title to the property in question and confirming that Defendants' defamatory
24 actions have unlawfully clouded Plaintiffs' title, causing reputational and
25 financial harm.

26 **72. Replevin or Compensation:** For a declaratory judgment confirming that Plaintiffs are
27 the sole and lawful owners of the property, free of any claims or encumbrances asserted
28 by Defendants, and quieting the title as against Defendants' actions.

1 **73. Unlawful Interference, Intimidation, Extortion, and Emotional Distress:** For a
2 declaratory judgment affirming that Defendants engaged in unlawful
3 interference, intimidation, and extortion, which caused emotional distress and
4 harm to Plaintiffs, thereby establishing Defendants' liability and the extent of
5 damages suffered.

6 **74. Declaratory Judgment for Tacit Agreement and Liability:** For a declaratory
7 judgment affirming that Defendants, by failing to rebut Plaintiffs' duly executed
8 and notarized commercial affidavits, have tacitly agreed to the terms of the self-
9 executing Contract and Security Agreement. This includes Defendants'
10 stipulated liability in the amount of Two Billion Nine Hundred Seventy-Five
11 Million and 00/100 U.S. Dollars (\$2,975,000,000.00).

12 **Seventeenth (17th) Cause of Action (Summary Judgement as a matter**
13 **of law)**

14 **75. Plaintiffs respectfully request that the Court grant the following relief for**
15 **the Seventeenth Cause of Action, based on the undisputed facts,**
16 **Defendants' failure to rebut Plaintiffs' affidavits, and the governing legal**
17 **principles, pursuant to California Code of Civil Procedure § 437c(c) and**
18 **Rule 56 of the Federal Rules of Civil Procedure:**

19 **1. Grant Summary Judgment in Plaintiffs' Favor:**

- 20 • Declare that no triable issue of material fact exists, as Defendants have
21 failed to rebut or produce any competent evidence to controvert
22 Plaintiffs' verified affidavits.
- 23 • Conclude that Plaintiffs are entitled to judgment as a matter of law
24 pursuant to **California Code of Civil Procedure § 437c(c) and Rule 56**
25 **of the Federal Rules of Civil Procedure**, which both establish that
26 summary judgment is appropriate when there is no genuine dispute as
27 to any material fact.

28 **2. Recognize the Finality of Unrebutted Affidavits:**

- 1 • Affirm that Plaintiffs' *unrebutted* affidavits are conclusive and binding
2 as a matter of law under the doctrines of **res judicata**, **stare decisis**, and
3 **collateral estoppel**, establishing all relevant facts necessary for
4 judgment.
- 5 • Hold that Defendants' failure to respond or contest the affidavits
6 creates a legal presumption of their validity and precludes any dispute
7 regarding their content.

8 **3. Monetary Judgment as a Matter of Law:**

- 9 • Enter judgment in favor of Plaintiffs in the total amount of **Two Billion**
10 **Nine Hundred Seventy-Five Million and 00/100 U.S. Dollars**
11 **(\$2,975,000,000.00)**, as there is no dispute as to the material facts or the
12 amounts owed. This sum is due as a matter of law under **Rule 56** and
13 **California Code of Civil Procedure § 437c(c)**, based on Defendants'
14 failure to provide any evidence or rebut Plaintiffs' claims.

15 **4. Equitable Relief:**

- 16 • Declare that Defendants are barred from contesting the facts established
17 by the unrebutted affidavits and Plaintiffs' supporting evidence.
- 18 • Order Defendants to comply with any specific equitable remedies or
19 obligations outlined in Plaintiffs' affidavits and contracts.

20 **5. Costs and Further Relief:**

- 21 • Award Plaintiffs their costs and reasonable attorney fees incurred in
22 bringing this motion.
- 23 • Grant such further relief as the Court deems just, equitable, and proper.

24 76. Plaintiffs affirm that, as a matter of law, the undisputed facts, along with
25 Defendants' failure to present contrary evidence, render the amount of
26 **Two Billion Nine Hundred Seventy-Five Million and 00/100 U.S. Dollars**
27 **(\$2,975,000,000.00)** immediately due and owing. Under **California Code of**
28 **Civil Procedure § 437c(c)** and **Rule 56**, the absence of any genuine dispute

1 of material fact mandates the entry of summary judgment in favor of
2 Plaintiffs in the specified amount, along with all other requested relief.

3 **Supporting Evidence:**

4 111. Exhibits "A" through "P," which include the unrebutted commercial
5 affidavits and related documentation establishing Defendants' tacit
6 agreement and the undisputed merit and validity of Plaintiffs' claims.

7 //

8 **LIST OF EXHIBITS / EVIDENCE:**

- 9 1. **Exhibit A:** UCC1 filing #[2024400157-3](#).
10 2. **Exhibit B:** UCC3 filing #[2024405802-2](#).
11 3. **Exhibit C:** UCC3 filing #[2024403283-5](#).
12 4. **Exhibit D:** Affidavit: Power of Attorney in Fact.
13 5. **Exhibit E:** [Contract](#) Security Agreement #[RF204463888US](#)
14 6. **Exhibit F:** [Contract](#) Security Agreement #[9589071052701733216000](#).
15 7. **Exhibit G:** Form 3811 corresponding to Exhibit F
16 8. **Exhibit H:** [Contract](#) Security Agreement #[9589071052701733216123](#).
17 9. **Exhibit I:** Form 3811 corresponding to Exhibit H
18 10. **Exhibit J:** Form 3811 corresponding to Exhibit E.
19 11. **Exhibit K:** BILL OF EXCHANGE, Certified # [9589071052701733216000](#).
20 12. **Exhibit L:** Private Post Registered (with U.S. Treasury) \$200,000,000,000.00 USD
21 'MASTER DISCHARGE AND INDEMNITY BOND,' #[RF372320890US](#).
22 13. **Exhibit M:** 2024 form 1099-OID, for \$24,000.00.
23 14. **Exhibit N:** 2024 form 1099-A, for \$24,000.00
24 15. **Exhibit O:** national/non-citizen national/internationally protected person PASSPORT
25 BOOK #[A45202697](#).
26 16. **Exhibit P:** national/non-citizen national/internationally protected person PASSPORT
27 CARD #[C34494678](#).

28 //

WORDS DEFINED GLOSSARY OF TERMS:

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

1. **Attorney:** Strictly, one who is designated to transact business for another; a legal agent. — Also termed attorney-in-fact; private attorney. 2. A person who practices law; LAWYER. Also termed (in sense 2) attorney-at-law; public attorney. A person who is appointed by another and has authority to act on behalf of another. *See also* POWER OF ATTORNEY. *See*, Black's Law Dictionary 8th Edition, pages 392-393, Oxford Dictionary or Law, 5th Edition, page 38, American Bar Association's website.
2. **Attorney-in-fact:** A private attorney authorized by another to act in his place and stead, either for some particular purpose, as to do a particular act, or for the transaction of business in general, not of a legal character. This authority is conferred by an instrument in writing, called a "letter of attorney," or more commonly a "power of attorney." A person to whom the authority of another, who is called the constituent, is by him lawfully delegated. The term is employed to designate persons who are under special agency, or a special letter of attorney, so that they are appointed in *factum*, for the deed, or special act to be performed; but in a more extended sense it includes all other agents employed in any business, or to do any act or acts in pais for another. Bacon, Abr. Attorney; Story, Ag. § 25. All persons who are capable of acting for themselves, and even those who are disqualified from acting in their own capacity, if they have sufficient understanding, as infants of proper age, and *femes coverts*, may act as attorney of other. The person named in a power of attorney to act on your behalf is commonly referred to as your "agent" or "attorney-in-fact." With a valid power of attorney, your agent can take any action permitted in the document. — See Bouvier's Law Dictionary, volumes 1,2,

1 and 3, page 282, Blacks Law Dictionary 1, 2nd, 8th, pages 105, 103, and
2 392 respectively, and the American Bar Association's website on 'Power of
3 Attorney' and 'Attorney-In-Fact'

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

20 4. **individual:** As a noun, this term denotes a single **person** as distinguished from a
21 group or class, and also, very commonly, a private or natural person as distinguished
22 from a partnership, corporation, or association; but it is said that this restrictive
23 signification is not necessarily inherent in the word, and that it **may**, in proper cases,
24 include **artificial persons**. As an adjective: Existing as an indivisible entity. Of or
25 relating to a single person or thing, as opposed to a group.— See Black's Law
26 Dictionary 4th, 7th, and 8th Edition pages 913, 777, and 2263 respectively.

27 5. **person:** Term may include artificial beings, as corporations. The term means an
28 **individual, corporation, business trust, estate, trust, partnership, limited liability**

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

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

1 Code § 221a, Black's Law Dictionary 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117,
2 183-184, 139-140, and 437-439.

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

13 8. **pay:** To discharge a debt; to deliver to a creditor the value of a debt, either in money or
14 in goods, for his acceptance. To pay is to deliver to a creditor the value of a debt, either
15 in money or In goods, for his acceptance, by which the debt is discharged. See Blacks
16 Law Dictionary 1st, 2nd, and 3rd edition, pages 880, 883, and 1339 respectively.

17 9. **payment:** The performance of a duty, promise, or obligation, or discharge of a debt or
18 liability. by the delivery of money or other value. Also the money or thing so
19 delivered. Performance of an obligation by the delivery of money or some other
20 valuable thing accepted in partial or full discharge of the obligation. [Cases: Payment
21 1. C.J.S. Payment § 2.] 2. The money or other valuable thing so delivered in satisfaction
22 of an obligation. See Blacks Law Dictionary 1st and 8th edition, pages 880-811 and
23 3576-3577, respectively.

24 10. **may:** An auxiliary verb qualifying the meaning of another verb by expressing ability,
25 competency, liberty, permission, probability or contingency. — Regardless of the
26 instrument, however, whether constitution, statute, deed, contract or whatnot, **courts**
27 **not infrequently construe "may" as "shall" or "must".**— See Black's Law Dictionary,
28 4th Edition page 1131.

- 1 11. **extortion:** The term “**extortion**” means the obtaining of property from another, **with**
2 **his consent, induced by wrongful use of actual or threatened force, violence, or fear,**
3 **or under color of official right.**— See 18 U.S. Code § 1951 - Interference with
4 commerce by threats or violence.
- 5 12. **national:** “foreign government”, “foreign official”, “internationally protected person”,
6 “international organization”, “national of the United States”, “official guest,” and/or
7 “non-citizen national.” **They all have the same meaning.** See Title 18 U.S. Code § 112
8 - Protection of foreign officials, official guests, and internationally protected persons.
- 9 13. **United States:** For the purposes of this Affidavit, the terms "United States" and "U.S."
10 *mean only the Federal Legislative Democracy of the District of Columbia, Puerto Rico, U.S.*
11 *Virgin Islands, Guam, American Samoa, and any other Territory within the "United*
12 *States," which entity has its origin and jurisdiction from Article 1, Section 8, Clause*
13 *17-18 and Article IV, Section 3, Clause 2 of the Constitution for the United States of*
14 *America. The terms "United States" and "U.S." are NOT to be construed to mean or include*
15 *the sovereign, united 50 states of America.*
- 16 14. **fraud:** deceitful practice or Willful device, resorted to with intent to deprive another of
17 his right, or in some manner to do him an injury. As distinguished from negligence, it
18 is always positive, intentional. as applied to contracts is the cause of an error bearing
19 on material part of the contract, created or continued by artifice, with design to obtain
20 some unjust advantage to the one party, or to cause an inconvenience or loss to the
21 other. in the sense of court of equity, properly includes all acts, omissions, and
22 concealments which involved a breach of legal or equitable duty, trust, or confidence
23 justly reposed, and are injurious to another, or by which an undue and
24 unconscientious advantage is taken of another. See Black’s Law Dictionary, 1st and
25 2nd Edition, pages 521-522 and 517 respectively.
- 26 15. **color:** appearance, semblance. or simulacrum, as distinguished from that which is real.
27 A prima facie or apparent right. Hence, a deceptive appearance; a plausible, assumed
28

1 exterior, concealing a lack of reality; a a disguise or pretext. See, Black's Law
2 Dictionary 1st Edition, page 222.

3 16. **colorable**: That which is in appearance only, and not in reality, what it purports to be.
4 See, Black's Law Dictionary 1st Edition, page 2223.


5 //

6 **COMMERCIAL OATH AND VERIFICATION:**

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

10 I, STEVEN MACARTHUR-BROOKS, under my unlimited liability and Commercial
11 Oath proceeding in good faith being of sound mind states that the facts contained
12 herein are true, correct, complete and not misleading to the best of Affiant's
13 knowledge and belief under penalty of International Commercial Law and state
14 this to be HIS Affidavit of Truth regarding same signed and sealed this 6TH day of
15 JANUARY in the year of Our Lord two thousand and twenty five:

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

18 By: 
19 **Steven MacArthur-Brooks**, Authorized Representative,
20 Attorney-In-Fact, Secured Party,
21 Executor, **national/internationally protected person**
private bank(er) EIN # 9x-xxxxxxx

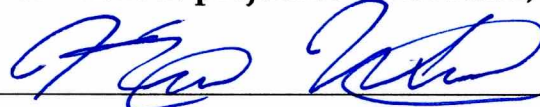
22 **COMMERCIAL OATH AND VERIFICATION:**

23 County of Miami-Dade)
24) Commercial Oath and Verification
25 The State of Florida)

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

1 under penalty of International Commercial Law and state this to be HIS Affidavit of
2 Truth regarding same signed and sealed this 6TH day of JANUARY in the year of
3 Our Lord two thousand and twenty five:

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

6 By: 

7 **Kevin Walker**, Authorized Representative,
8 Attorney-In-Fact, Secured Party,
9 Executor, national/internationally protected person
private bank(er) EIN # 9x-xxxxxxx


10 //

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

16 Sui juris, By *Special Limited Appearance*,

17 By: 
18 **Brittany Cabral** (WITNESS)

19 Sui juris, By *Special Limited Appearance*,

20 By: 
21 (WITNESS)

22 //

23 **PROOF OF SERVICE**

24 STATE OF FLORIDA)
25) ss.
26 COUNTY OF MIAMI-DADE)

27 I competent, over the age of eighteen years, and not a party to the within
28 action. My mailing address is the Koda's World, 5476 North West 77th Court, suite

1 # 613, Miami Lakes, California [33018]. On January 16, 2025, I served the within
2 documents:

3 1. **[AMENDED] VERIFIED COMPLAINT FOR FRAUD, BREACH OF**
4 **CONTRACT, RACKETEERING, THEFT, EMBEZZLEMENT, and SUMMARY**
5 **JUDGEMENT AS A MATTER OF LAW.**

6 2. **Exhibits O and P**

7 **By United States Mail.** I enclosed the documents in a sealed envelope or
8 package addressed to the persons at the addresses listed below by placing the
9 envelope for collection and mailing, following our ordinary business practices. I
10 am readily familiar with this business's practice for collecting and processing
11 correspondence for mailing. On the same day that correspondence is placed for
12 collection and mailing, it is deposited in the ordinary course of business with the
13 United States Postal Service, in a sealed envelope with postage fully prepared. I am
14 a resident or employed in the county where the mailing occurred. The envelope or
15 package was placed in the mail in Riverside County, California, and sent via
16 Registered Mail with a form 3811.

17 Michael D. Starks
18 C/o ANDREW KEMP-GERSTEL and LIEBLER, GONZALEZ,
19 PORTUONDO.
20 44 West Flagler Street
21 Miami Florida, [33130]

22 Shannon Peterson, Alejandro Moreno
23 C/o Sheppard Mullin
24 12275 El Camino Real, Suite 100
25 San Diego, California [92130-4092]

26 Teresa H. Campbell, Shirley Jackson, Sheryl Flaugher
27 SAN DEIGO COUNTY CREDIT UNION
28 6545 Sequence Drive
San Diego, California [92121]

Edwin: Martinez and Blake: Partridge
C/o SOUTH FLORIDA AUTO RECOVERY CORP AND SASTRE,
SAAVEDRA & EPSTEIN, PLLC
PO BOX 226185
Miami, Florida [33222]

ACKNOWLEDGEMENT:

1 State of Florida)

2) SS.

3 County of Miami-Dade)

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.

4
5
6 On this 6th day of January, 2025, before me, Queti Banos, a Notary
7 Public, personally appeared Steven MacArthur-Brooks, who proved to me on the basis of
8 satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
9 instrument and acknowledged to me that he/she/they executed the same in his/her/their
10 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
11 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

14 WITNESS my hand and official seal.

15 Signature Queti Banos (Seal)

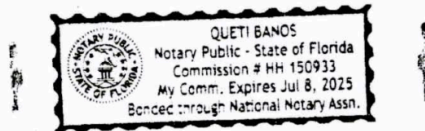


Exhibit P

