

Registered Mail #RE050093362US — Dated: January 22, 2025

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

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

C/o 15822 North West 87th Court

3 Miami Lakes, Florida [33018]

4 non-domestic *without* the United States

Email: [team@walkernovagroup.com](mailto:team@walkernovagroup.com)

5  
6 *Attorney-In-Fact, Executor, Authorized Representative,*

TMSTEVEN MACARTHUR-BROOKS© ESTATE,

7 TMSTEVEN MACARTHUR-BROOKS© IRR TRUST

8 ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE  
9 COUNTY, FLORIDA

10 TMSTEVEN MACARTHUR-  
BROOKS© ESTATE, TMSTEVEN  
11 MACARTHUR-BROOKS© IRR  
TRUST

12 *Plaintiff(s),*

13 *vs.*

14 ALEJANDRO MORENO, et al,

15 *Defendant(s).*

Case No. 2024-020644-CA-01

16 **PLAINTIFFS' CONDITIONAL**  
17 **ACCEPTANCE TO DEFENDANTS'**  
18 **MOTION TO COMPEL**  
19 **ARBITRATION AND STAY**  
20 **PROCEEDINGS, AND PLAINTIFFS'**  
21 **DEMAND FOR CRIMINAL**  
22 **REFERRAL AND PROSECUTION**  
23 **OF DEFENDANTS, SANCTIONS,**  
24 **AND DEFAULT AND SUMMARY**  
25 **JUDGMENT, AS A MATTER OF**  
26 **LAW, WITHOUT HEARING.**

20 **PLAINTIFFS' CONDITIONAL ACCEPTANCE TO DEFENDANTS' MOTION TO**  
21 **COMPEL ARBITRATION AND STAY PROCEEDINGS, AND PLAINTIFFS'**  
22 **DEMAND FOR CRIMINAL REFERRAL AND PROSECUTION OF**  
23 **DEFENDANTS, SANCTIONS, AND DEFAULT AND SUMMARY JUDGMENT,**  
24 **AS A MATTER OF LAW, WITHOUT HEARING**

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

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

27 and through their Attorney-in-Fact, **Steven: MacArthur-Brooks** and **Kevin:**

28 **Walker**, who are both proceeding *sui juris, In Propria Persona*, and by *Special*

1 **Limited Appearance.** Steven and Kevin are natural freeborn Sovereigns and state  
2 Citizens of California the republic in its De'jure capacity as one of the several  
3 states of the Union 1789. This incidentally makes them both a national American  
4 Citizen of the republic as per the De'Jure Constitution for the United States  
5 1777/1789.

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

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

### 17 Constitutional Basis:

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

21 Plaintiffs respectfully assert and affirm:

- 22 • "The individual may stand upon his constitutional rights as a citizen. He is entitled  
23 to carry on his **private** business in his own way. **His power to contract is unlimited.**  
24 He owes no such duty [to submit his books and papers for an examination] to the  
25 State, since he receives nothing therefrom, beyond the protection of his life and  
26 property. His rights are such as existed by the law of the land [Common Law] long  
27 antecedent to the organization of the State, and can only be taken from him by due  
28 process of law, and in accordance with the Constitution. Among his rights are a

1 refusal to incriminate himself, and the immunity of himself and his property from  
2 arrest or seizure except under a warrant of the law. He owes nothing to the public  
3 so long as he does not trespass upon their rights." (*Hale v. Henkel*, 201 U.S. 43, 47  
4 [1905]).

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

## Supremacy Clause

24  
25 Plaintiffs respectfully assert and affirm that:

- 26 • **The Supremacy Clause** of the Constitution of the United States (**Article VI,**  
27 **Clause 2)** establishes that **the Constitution**, federal laws made pursuant to  
28 **it**, and treaties **made under its authority**, constitute the "**supreme Law of the**

1 **Land"**, and thus **take priority over any conflicting state laws.** It provides  
2 that state courts are bound by, and state constitutions subordinate to, the  
3 supreme law. However, federal statutes and treaties must be within the  
4 parameters of the Constitution; **that is, they must be pursuant to** the federal  
5 government's **enumerated powers, and not violate other constitutional**  
6 **limits on federal power ...** As a constitutional provision identifying the  
7 supremacy of federal law, the Supremacy Clause assumes the underlying  
8 priority of federal authority, **albeit only when that authority is expressed in**  
9 **the Constitution itself; no matter what** the federal or state governments  
10 **might wish to do, they must** stay within the boundaries of the **Constitution.**

11 **PROCEDURAL HISTORY: Notice of Void Orders and**  
12 **Proceedings Due to Lack of Subject Matter Jurisdiction**

13 Plaintiffs hereby provide notice that **any and all** orders, rulings, or proceedings issued or  
14 conducted by a court that lacked subject matter jurisdiction are **moot and void ab initio.**

15 This includes any rulings or orders by Judge Roy K Altman and/or UNITED STATES  
16 DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA MIAMI DIVISION. A court  
17 without subject matter jurisdiction has no lawful authority to adjudicate the matter, and any  
18 such actions taken in the absence of jurisdiction are rendered **null and void ab initio.**

19 It is **well-established** that subject matter jurisdiction is a foundational requirement for the  
20 validity of any court proceeding. In the absence of such jurisdiction:

- 21 **1. All orders and judgments issued are legally void** and cannot be enforced.
- 22 **2. All subsequent proceedings are inherently defective** and cannot be used to  
23 legitimize or ratify unlawful actions taken by the court.
- 24 **3. The doctrine of judicial immunity does not apply** to actions taken in excess of  
25 jurisdiction.

26 Plaintiffs reserve all rights to seek appropriate remedies and sanctions for actions taken  
27 under color of authority in the absence of jurisdiction, as such actions constitute a willful  
28 disregard for the rule of law.

## 'Standing'

- 1  
2 1. Plaintiffs are **undisputedly** the Real Party(ies) in Interest, holder(s) in due  
3 course, Creditor(s), and hold allodial title to **any and all** assets, registered or  
4 unregistered, tangible or intangible, in accordance with contract law, principles,  
5 **common law, exclusive equity**, the right to equitable subrogation, and the  
6 U.C.C. (Uniform Commercial Code). This is further evidenced by the following  
7 UCC filings, all duly filed in the Office of the Secretary of State, State of Nevada:  
8 **UCC1 filing #2024400157-3 and UCC3 filing #2024405802-2 and 2024403283-5**  
9 **(Exhibits A, B, and C)**, and in accordance with UCC §§ 3-302, 9-105, and 9-509.
- 10 2. Plaintiffs maintain **exclusive and sole standing** in relation to said assets and  
11 their interests, as duly recorded and affirmed by these filing.
- 12 3. **Plaintiff(s) alone possess(es) exclusive equity.**
- 13 4. Defendants do **NOT** have **any** valid interest or standing.
- 14 5. Defendants do **NOT** have a valid claim to the **'Property'** (2018 GMC SIERRA  
15 1500 with VIN # 3GTP1NEC0JG447243), or any of the respective goods or assets,  
16 registered and unregistered, tangible and intangible, and have **stolen and**  
17 **unlawfully disposed** of the **private trust property**.
- 18 6. As considered, agreed, and stipulated by Defendant(s) in the unrebutted  
19 verified commercial affidavits, contract agreement, and/or self-executing contract  
20 security agreement(s) (Exhibits I, J, K, L, N, P, R, and T), the 'Affidavit of WALKER  
21 TODD,' a professional Witnesses and former Federal Reserve Attorney, further  
22 evidences that **Plaintiffs are the TRUE Creditors**. The signed copy of the 'Affidavit  
23 of WALKER TODD,' attached hereto as **Exhibit S** and incorporated herein by  
24 reference.

## **Defendants' Actions as Acts of War Against the Constitution**

26 The defendants' conduct constitutes an **outright war against the Constitution** of the United  
27 States, its *principles*, and the **rule of law**. By their *bad faith* and deplorable actions, the  
28 defendants have demonstrated *willful and intentional* disregard and contempt for the

1 **supreme law of the land**, as set forth in **Article VI, Clause 2 of the Constitution**, which  
2 declares that the Constitution, federal laws, and treaties are the supreme law of the land,  
3 binding upon all states, courts, and officers.

#### 4 **A. Violations of Constitutional Protections**

5 The defendants have intentionally and systematically engaged in acts that directly violate  
6 the protections guaranteed to the plaintiffs and the people under the Constitution, including  
7 but not limited to:

- 8 **1. Violation of the Plaintiffs' Unalienable Rights:** The defendants have deprived the  
9 plaintiffs of life, liberty, and property without due process of law, as guaranteed  
10 under the Fifth and Fourteenth Amendments.
- 11 **2. Subversion of the Rule of Law:** Through their actions, the defendants have  
12 undermined the separation of powers and checks and balances established by the  
13 Constitution. They have disregarded the judiciary's duty to uphold the Constitution  
14 by attempting to operate outside the confines of lawful authority, rendering  
15 themselves effectively unaccountable.
- 16 **3. Treasonous Conduct:** Pursuant to Article III, Section 3, treason against the United  
17 States is defined as levying war against them or adhering to their enemies, giving  
18 them aid and comfort. The defendants' conduct in subverting the constitutional order,  
19 depriving citizens of their lawful rights, and unlawfully exercising power without  
20 jurisdiction constitutes a form of domestic treason against the Constitution and the  
21 people it protects.

#### 22 **B. Acts of Aggression and Tyranny**

23 The defendants' actions amount to a usurpation of authority and a direct attack on the sovereignty of  
24 the people, who are the true source of all government power under the Constitution. As stated in the  
25 Declaration of Independence, whenever any form of government becomes destructive of the  
26 unalienable rights of the people, it is the right of the people to alter or abolish it. The defendants,  
27 through their actions, have positioned themselves as adversaries to this principle, attempting to  
28 replace the rule of law with arbitrary and unlawful dictates.

1 **C. Weaponizing Authority to Oppress**

2 The defendants' intentional misuse of their authority to act against the interests of the  
3 Constitution and its Citizens is a clear manifestation of tyranny. Rather than serving their  
4 constitutional mandate to protect and defend the Constitution, they have actively waged war  
5 on it by:

- 6 • **Suppressing lawful claims and evidence presented by the plaintiffs** to protect  
7 their property and rights.
- 8 • **Engaging in acts of fraud, coercion, and racketeering** that strip plaintiffs of their  
9 constitutional protections.
- 10 • **Dismissing the jurisdictional authority of constitutional mandates**, including but  
11 not limited to rights to due process and equal protection under the law.

12 **The defendants' actions are not merely breaches of law; they are acts of *insurrection and***  
13 ***rebellion against the very foundation of the nation's constitutional framework.*** Such  
14 acts must not go unchallenged, as they jeopardize the constitutional order, the rights of the  
15 people, and the rule of law that ensures justice and equality. Plaintiffs call upon the court  
16 and relevant authorities to enforce the Constitution, compel accountability, and halt the  
17 defendants' treasonous war against the supreme law of the land.

18 **'Bare Statutes' as Confirmation of Guilt and the Necessity of**  
19 **Prosecution by an Enforcer**

20 Plaintiffs' incorporation of "bare statutes" does **NOT** exonerate Defendants; rather, it serves  
21 as evidence of Defendants' guilt, which they have already *undisputedly* admitted through  
22 their actions and lack of rebuttal to any affidavits, which they have a duty to respond to. The  
23 invocation of bare statutes merely underscores the necessity for Plaintiffs to compel a  
24 formal enforcer, such as a District Attorney or Attorney General, to prosecute the criminal  
25 violations. This requirement for enforcement does **NOT** negate the Defendants' culpability  
26 but, instead, affirms the gravity of their admitted violations.

27 In this matter, Plaintiffs have thoroughly detailed the Defendants' willful and intentional  
28 breaches of multiple federal statutes under Title 18, and Plaintiff's **private right(s) of**

1 **action.** These *blatant* and *willful* violations have been clearly articulated in the **AMENDED**  
2 **COMPLAINT.** Defendants' actions constitute **treasonous** conduct against the **Constitution**  
3 **and the American people.** Their behavior, alongside that of their counsel, reflects an  
4 attitude of being above the law, further solidifying their guilt.

5 Plaintiffs maintain that the Defendants' reliance on procedural defenses or technicalities  
6 does not absolve them of their criminal conduct. Instead, their actions are an unequivocal  
7 admission of guilt that necessitates legal action by the appropriate prosecutorial authority.  
8 Plaintiffs reserve all rights to compel such enforcement to ensure that the Defendants are  
9 held fully accountable for their crimes.

### 10 'state Citizen' vs 'citizen of the United States'

- 11 1. **"The fourteenth amendment creates and defines citizenship of the United**  
12 **States.** It had long been contended, and had been held by many learned  
13 authorities, and had never been judicially decided to the contrary, that there was  
14 no such thing as a citizen of the United States, except as that condition arose  
15 from citizenship of some state. No mode existed, it was said, of obtaining a  
16 citizenship of the United States, except by first becoming a citizen of some state.  
17 ***This question is now at rest.*** The fourteenth amendment defines and declares  
18 who shall be citizens of the United States, to wit, "all persons born or  
19 naturalized in the United States, and subject to the jurisdiction thereof." The  
20 latter qualification was intended to exclude the children of foreign  
21 representatives and the like. With this qualification, every person born in the  
22 United States or naturalized is declared to be a citizen of the United States and  
23 of the state wherein he resides." — **UNITED STATES V. ANTHONY.** [11  
24 Blatchf. 200; 5 Chi. Leg. News. 462, 493; 17 Int. Rev. Rec. 197; 30 Leg. Int. 266; 5  
25 Leg. Op. 63; 20 Pittsb. Leg. J. 199.] Circuit Court, N. D. New York. June 18, 1873.
- 26 2. "It is quite clear, then, that there is a citizenship of the United States\*\* **and** a citizenship of a  
27 State, which are distinct from each other and which depend upon different characteristics or  
28 circumstances in the individual." — [Slaughter House Cases](#), 83 U.S. 36 (1872).



- 1 3. "We have in our political system a Government of the United States **and a**  
2 **government of each of the several States**. Each one of these governments is  
3 distinct from the others, and each has citizens of its own who owe it allegiance,  
4 and whose rights, within its jurisdiction, it must protect. **The same person may**  
5 **be at the same time a citizen of the United States and a Citizen of a State**, but  
6 his rights of citizenship under one of these governments will be different from  
7 those he has under the other." — Slaughter House Cases **United States vs.**  
8 **Cruikshank**, 92 U.S. 542 (1875).
- 9 4. "One may be a citizen of a State and yet not a citizen of the United States." —  
10 Thomasson v. State, 15 Ind. 449; Cory v. Carter, 48 Ind. 327 (17 Am. R. 738);  
11 McCarthy v. Froelke, 63 Ind. 507; In Re Wehlitz, 16 Wis. 443. [McDonel v. State, 90  
12 Ind. 320, 323 (1883)] [underlines added].
- 13 5. "The first clause of the fourteenth amendment of the federal Constitution  
14 made negroes citizens of the United States\*\* , and citizens of the state in which  
15 they reside, and thereby created **two classes** of citizens, one of the United  
16 States\*\* and the other of the state." — [4 Dec. Dig. '06, p. 1197, sec. 11]  
17 ["Citizens" (1906), emphasis added].
- 18 6. "That there is **a citizenship of the United States and a citizenship of a state**,  
19 and the privileges and immunities of one are not the same as the other is well  
20 established by the decisions of the courts of this country." — [Tashiro v. Jordan,  
21 201 Cal. 236 (1927)].
- 22 7. "... both before and after the Fourteenth Amendment to the federal Constitution,  
23 it has not been necessary for a person to be a citizen of the United States in  
24 order to be a citizen of his state." — [Crosse v. Board of Supervisors of Elections]  
25 [221 A.2d 431 (1966)].
- 26 8. "The privileges and immunities clause of the Fourteenth Amendment protects  
27 very few rights because it neither incorporates any of the Bill of Rights nor  
28 protects all rights of individual citizens. See Slaughter-House Cases, 83 U.S. (16

1 Wall.) 36, 21 L.Ed. 394 (1873). Instead, this provision protects only those rights  
2 peculiar to being a citizen of the federal government; it does not protect those  
3 rights which relate to state citizenship.” – [Jones v. Temmer, 829 F.Supp. 1226  
4 (USDC/DCO 1993)]

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

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

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

13 **[national/non-citizen national aka state Citizen](#)**

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

23 2. **Title 8 U.S. Code 1101(a)(22) - Definition**, expressly stipulates, “ **(22)**The term  
24 “**national** of the United States” means (A) a citizen of the United States, or (B) a  
25 person who, though not a citizen of the United States, owes permanent  
26 allegiance to the United States.”

27 3. **22 CFR § 51.2 - Passport issued to nationals only**, stipulates: (a) A passport may  
28 be issued **only** to a U.S. **national**.

- 1 4. **22 CFR § 51.3 - Types of passports**, stipulates: (a) Regular passport. A regular  
2 passport is issued to a **national** of the United States. (e) Passport card. A  
3 passport card is issued to a **national** of the United States on the same basis as a  
4 regular passport.
- 5 5. Attached is national's national/non-citizen national PASSPORT CARD  
6 #C34494678 and PASSPORT BOOK #A45202697 (Exhibits O and P and  
7 incorporated herein by reference), as defined by 22 CFR § 51.2 and 22 CFR § 51.3  
8 **and** these DOCUMENTS unequivocally demonstrates that the holder (Affiant) is  
9 a '**national**,' as defined by these provisions.
- 10 6. **Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and**  
11 **internationally protected persons**, expressly stipulates that "foreign government",  
12 "foreign official", "internationally protected person", "international organization",  
13 "**national** of the United States", and "official guest" have the *same meaning*.
- 14 7. It is **unequivocally true** that **Title 18 U.S. Code § 112 - Protection of foreign**  
15 **officials, official guests, and internationally protected persons** expressly  
16 stipulates that in addition to being a **national**, a national is *also* considered a  
17 "foreign government", "foreign official", "internationally protected person",  
18 "international organization", "**national** of the United States", and "official  
19 guest."  
20 **'Tender of Payment' made in 'full satisfaction' and Dollar for**  
21 **Dollar Discharge: U.C.C §§ 3-104, 3-601, 3-603, 3-311, 9-105, 9-509,**  
22 **House Joint Resolution 192 of June 5, 1933 Public Law 73-10.**
- 23 1. Plaintiffs under threat, duress, coercion, and extortion, made tender of  
24 payment to Defendant(s), in **good faith** in the amount of **Twenty-Four**  
25 **Thousand U.S. Dollars (\$24,000.00 USD)** for settlement and "**full**  
26 **satisfaction**," and have been made to a person entitled to enforce the  
27 instrument, as evidenced by Certified Mail Number  
28 9589071052701733216000 (Exhibit K).

- 1 2. Defendant(s) individually and collectively, **fully agree** that if said tender of  
2 payment is/was “refused” there is/was **discharge, to the extent of the**  
3 **amount of the tender**, as stipulated by U.C.C. § 3-603. Given the clear  
4 indication of tender of payment contained a statement to the effect that the  
5 instrument was tendered as **full satisfaction** of the claim, as stipulated by  
6 U.C.C. § 3-311, there is again **discharge**.
- 7 3. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted verified  
8 commercial affidavits, contract agreement, and/or self-executing contract security  
9 agreement(s) (Exhibits E, F, and H), Defendants individually and collectively, **fully**  
10 **agree**, that **House Joint Resolution 192 of June 5, 1933, Public Law 73-10** expressly  
11 stipulates, ‘**every** provision contained in or made with respect to **any** obligation which  
12 purports to give the obligee a right to require payment in gold **or a particular kind of**  
13 **coin or currency**, or in an amount in money of the United States measured thereby, is  
14 **declared to be against public policy; and no such provision shall be contained in or**  
15 **made with respect to any obligation hereafter incurred. Every obligation**, heretofore  
16 of hereafter incurred, whether or not any such provision is contained therein or made  
17 with respect thereto, **shall be discharged** upon payment, **dollar for dollar**, in **any coin**  
18 **or currency** which at the time of payment is legal tender for public and private debts.
- 19 4. A **Library of Congress Certified Copy** of *The Public Statutes at Large of the United States*  
20 *of America* from March 1933 to June 1934: House Joint Resolution 192 of June 5, 1933,  
21 Public Law 73-10, is attached hereto as **Exhibit R**.

22 **Gold Reserve Act of 1934, Public Law 73-87, Title III, Section 3**

23 As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted  
24 verified commercial affidavits, contract agreement, and/or self-executing  
25 contract security agreement(s) (Exhibits E, F, and H), Defendants individually  
26 and collectively, **fully agree** that **Gold Reserve Act of 1934, Public Law 73-87,**  
27 **Title III, Section 3**, stipulates: "(a) **every** provision contained in or made with  
28 respect to **any** obligation which purports to give the obligee a right to **require**

1 payment in gold or a *particular kind of coin or currency* of the United States,  
2 or in an amount in money of the United States measured thereby, **is declared**  
3 **to be against** public policy. (b) Every obligation, heretofore or hereafter  
4 incurred, shall be discharged upon payment, dollar for dollar, in any coin or  
5 currency which at the time of payment is legal tender for **public and private**  
6 debts.

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

- 9 1. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted verified  
10 commercial affidavits, contract agreement, and/or self-executing contract security  
11 agreement(s) (Exhibits E, F, and H), Defendants never at any time risked any of their/  
12 its assets and truly only *exchanged* the GENUINE ORIGINAL PROMISSORY NOTE for  
13 “credit” according to the **Federal Reserve** Generally Accepted Auditing Standards  
14 (GAAS) with the FEDERAL RESERVE SYSTEM, and the applicable provisions under  
15 the **Federal Reserve System** and **Title 12 U.S. Code §§ 83, 411, and 412**.
- 16 2. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted verified  
17 commercial affidavits, contract agreement, and/or self-executing contract security  
18 agreement(s) (attached hereto as *Exhibits E, F, and H*), Defendants never, at any time,  
19 risked any of their own assets in the transaction. Instead, Defendants merely  
20 exchanged the GENUINE ORIGINAL PROMISSORY NOTE provided by Plaintiffs  
21 for “credit,” in accordance with the Federal Reserve’s Generally Accepted Auditing  
22 Standards (GAAS), and the applicable provisions under the **Federal Reserve System**  
23 and **Title 12 U.S. Code §§ 83, 411, and 412**.

24 Specifically:

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

26 Pursuant to 12 U.S.C. § 83 - ‘Loans by bank on its own stock’, a national  
27 bank is *expressly prohibited* from lending its own capital, including its funds  
28 or assets, for *any* purpose. This statutory restriction ensures that banks do not

1 risk their depositors' money or their reserve capital in loan transactions.  
2 Instead, banks act as *intermediaries*, aka *money changers*, exchanging currency  
3 and issuing "credit" based on MONETARY INSTRUMENTS of value  
4 provided by borrowers. The Plaintiffs' promissory note served as such an  
5 MONETARY INSTRUMENT of value, enabling the Defendants to *purchase*  
6 *and acquire* Plaintiffs' MONETARY INSTRUMENT and then extend "credit"  
7 without utilizing their own funds.

8 **12 U.S.C. § 83** provides:

9 "No national bank shall make any loan or discount on the security of the  
10 shares of its own capital stock. Nor shall any such association be the  
11 purchaser or holder of any such shares unless such security or purchase shall  
12 be necessary to prevent loss upon a debt previously contracted in good  
13 faith..."

14 While the statute focuses on preventing national banks from engaging in self-  
15 dealing with their capital stock, it also establishes the general **principle** that  
16 banks *cannot* loan their own assets or funds directly. This underscores the  
17 fact that the Plaintiffs' promissory note, not the Defendants' capital, initiated  
18 and facilitated the transaction.

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

20 Plaintiffs' promissory note was a **negotiable instrument** under the Uniform  
21 Commercial Code (UCC), representing real value. Defendants monetized this  
22 NOTE to create "credit," rather than lending any pre-existing funds or  
23 risking their own assets. The note became **collateral** for the credit issued by  
24 Defendants, effectively making the Plaintiffs' own MONETARY  
25 INSTRUMENT/PROMISSORY NOTE the originating instrument and asset of  
26 the transaction.

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

28 The transaction constituted an **exchange of currency**, whereby Plaintiffs

1 provided the asset (the promissory note) that Defendants used to generate  
2 credit. Defendants then issued this credit to Plaintiffs, demonstrating that no  
3 traditional loan of pre-existing money occurred. Plaintiffs' promissory note  
4 became the basis for the issuance of credit in compliance with **12 U.S.C. § 411**,  
5 which governs the issuance of Federal Reserve Notes as obligations of the  
6 United States, backed by collateral.

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

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

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

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

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

26 **12 U.S.C. 1813(L)(1): The term 'Deposit' Defined**

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

1 security agreement(s) (Exhibits E, F, and H), as under **12 U.S.C. 1813(L)(1)**, [“]the  
2 term ‘deposit’ means— the unpaid balance of money or its equivalent received  
3 or held by a bank or savings association in the usual course of business and **for**  
4 **which it has given or is obligated to give credit**, either conditionally or  
5 unconditionally, to a commercial, checking, savings, time, or thrift account, or  
6 which is evidenced by its certificate of deposit, thrift certificate, investment  
7 certificate, certificate of indebtedness, or other similar name, or a check or draft  
8 drawn against a deposit account and certified by the bank or savings  
9 association, or a letter of credit or a traveler’s check on which  
10 the bank or savings association is primarily liable: Provided, That, without  
11 limiting the generality of the term “**money or its equivalent**”, **any such account**  
12 **or instrument must be regarded as evidencing** the receipt of the **equivalent of**  
13 **money when credited or issued in exchange** for checks or drafts **or for a**  
14 **promissory note** upon which the person obtaining any such **credit** or  
15 instrument is primarily or secondarily liable, **or** for a charge against  
16 a deposit account, **or** in settlement of **checks, drafts**, or other instruments  
17 forwarded to such bank or savings association for collection.[“]

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



1 **intentionally fail** to give the **purported borrower and/or Affiant a CASH**  
2 **RECEIPT.**

3 5. As considered, agreed, and stipulated by Defendant(s) in the unrebutted verified  
4 commercial affidavits, contract agreement, and/or self-executing contract  
5 security agreement(s) (Exhibits E, F, and H), Defendants individually and  
6 collectively, fully agree that Plaintiff(s) is/are the Creditor(s) and the source of all  
7 equity used for the acquisition of the Property, and the holder in due course of all  
8 assets, as evidenced by **UCC1 filing #2024400157-3, and UCC3 filing and**  
9 **NOTICE #2024405802-2 and 2024403283-5** (Exhibits A, B, and C).

10 6. As considered, agreed, and stipulated by Defendant(s) in the unrebutted verified  
11 commercial affidavits, contract agreement, and/or self-executing contract  
12 security agreement(s) (Exhibits E, F, and H), the forms 1099-A, 1099-C, and 1099-  
13 OID have been filed and Accepted by the Internal Revenue Service, correctly  
14 and appropriately listing Plaintiff(s) as “LENDER” and “PAYER,” and  
15 Defendant(s) as BORROWER and “RECIPIENT,” indicating discharge,  
16 settlement and satisfaction of any purported obligation. Each form is attached  
17 hereto as **Exhibits M and N** respectively, as follows:

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

20 7. As considered, agreed, and stipulated by Defendant(s) in the unrebutted verified  
21 commercial affidavits, contract agreement, and/or self-executing contract  
22 security agreement(s) (Exhibits E, F, and H), Defendant(s) has/have been **paid in**  
23 **full for any purported “contract”** and/or obligation.

24 8. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted verified  
25 commercial affidavits, contract agreement, and/or self-executing contract  
26 security agreement(s) (Exhibits E, F, and H), the unrebutted affidavits  
27 themselves serve as *prima facie* evidence of **fraud, embezzlement, fraud,**  
28 **larceny, intensity theft, conspiracy, deprivation of rights under the color of law,**

1 extortion. coercion, injury and damage to Affiant and proof of claim. See *United*  
2 *States v. Kis*, 658 F.2d, 526 (7<sup>th</sup> Cir. 1981)., “Appellee had the burden of first  
3 proving its prima facie case and could do so by affidavit or other evidence.”

4 9. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted verified  
5 commercial affidavits, contract agreement, and/or self-executing contract  
6 security agreement(s) (Exhibits E, F, and H), Defendants have **individually and**  
7 **collectively admitted the statements and claims** by TACIT PROCURATION,  
8 all issues are deemed **settled RES JUDICATA, STARE DECISIS** and by  
9 **COLLATERAL ESTOPPEL.**

### 10 GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (GAAP)

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

24 11. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted  
25 verified commercial affidavits, contract agreement, and/or self-executing  
26 contract security agreement(s) (Exhibits E, F, and H), **GAAP** follows an  
27 accounting convention that lies at the heart of the **double-entry**  
28 **bookkeeping system** called the **Matching Principle**. This principle works

1 are follows: when a bank accepts bullion, coin, currency, drafts,  
2 promissory notes, or any other similar instruments (hereinafter  
3 “instruments”) from customers and deposits or records the instruments as  
4 assets, it must record offsetting liabilities that match the assets that it  
5 accepted from customers. **The liabilities represent the amounts that the**  
6 **bank owes the customers**, funds accepted from customers. If a fractional  
7 reserve banking system like the United States banking system, most of the  
8 funds advanced to borrowers (assets held by banks) are created by the  
9 banks, once they purchase/acquire the TRUE Creditor’s Asset (NOTE,  
10 ORDER, DRAFT, LETTER OF CREDIT, MONEY ORDER, SECURITY,  
11 ETC.) and are not merely transferred from one set of depositors to another  
12 set of borrowers. Said Asset remains an Asset to Plaintiffs.

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

## 18 CONDITIONAL ACCEPTANCE

19 Plaintiffs hereby **CONDITIONALLY ACCEPT** the Defendants' motions and  
20 claims, I accordance with Uniform Commercial Code, legal maxims, principles, and  
21 contract law upon proof of the following:

- 22 1. Upon proof from Defendants that that a valid arbitration agreement exists, that  
23 Plaintiffs agreed to willingly, intentionally, and with full and completed disclosure.
- 24 2. Upon proof from Defendants that the **unrebutted verified commercial affidavits** and/  
25 or self-executing Contract Security Agreement (Exhibits E, F, and H) did **NOT** alter,  
26 change, or negate the terms of **any purported** contract in accordance with the Uniform  
27 Commercial Code, Contract Law principles, the law merchant, legal maxims, and/or  
28 Law.

- 1 3. Upon proof from Defendants that they are above the Law, the Constitution, the  
2 Uniform Commercial Code (U.C.C.), and above contract law and legal maxims.
- 3 4. Upon proof that Defendants did **NOT** received, consider, and agree to ALL contract  
4 terms stated in each **unrebutted verified commercial affidavit** and/or self-executing  
5 security agreement (Exhibits E, F, and H), as evidenced by Exhibits A through P.
- 6 5. Upon proof from Defendants that the **unrebutted verified commercial affidavits**  
7 (Exhibits E, F, and H), which do **NOT** have an arbitration agreement, actually do have  
8 an arbitration agreement.
- 9 6. Upon proof from Defendants that the original contract was **NOT** 'void ab initio' [void  
10 from the beginning], as *received, considered, agreed, and stipulated* by Defendants in  
11 the the *unrebutted* verified commercial affidavits (Exhibits E, F, and H), due to  
12 Defendants **knowingly** and **intentionally creating 'fraud in the factum'** and withhold  
13 from "Affiant" vital information concerning said debt and all of the matrix involved in  
14 making the loan" See *Deutsche Bank v. Peabody*, 866 N.Y.S.2d 91 (2008).
- 15 7. Upon proof from Defendants that the original contract was **NOT** 'void ab  
16 *initio*' [void from the beginning], as considered, agreed and stipulated by  
17 Defendants in the the **unrebutted verified** commercial affidavits (Exhibits E, F,  
18 and H), due to Defendants **willful** and **intentional** fraud, racketeering, bad faith  
19 actions, theft, robbery, extortion, coercion, embezzlement, deprivation of rights  
20 under the color of law, as consider, as **fully admitted by Defendants** in each  
21 unrebutted verified commercial affidavit and/or self-executing security  
22 agreement (Exhibits E, F, and H), and as articulated in the original verified  
23 complaint.
- 24 8. Upon proof from Defendants that summary judgment is **NOT** appropriate, as  
25 evidenced by **Contract Law, principles, legal maxims, Florida Rule of Civil Procedure**  
26 **1.510(a), California Code of Civil Procedure § 437c(c), and Federal Rule of Civil**  
27 **Procedure 56(a).**
- 28 9. Upon proof that summary judgment is **NOT** due as '**a matter of law.**'

1 10. Upon proof from Defendants that legal maxims do **NOT** apply to this contract law and  
2 commercial transaction, which is governed by contract law, merchant legal maxims,  
3 and the principles of offer and acceptance.

4 11. Upon proof that the doctrines of **RES JUDICATA, STARE DECISIS,** and  
5 **COLLATERAL ESTOPPEL** are not applicable to the unrebutted verified commercial  
6 affidavits (Exhibits E, F, and H).

7 **I. DEFENDANTS ARE 'WARDS OF THE COURT'**

8 1. It is a **well-established** principle under **4 ATTORNEY & CLIENT 7 C.J.S. and**  
9 **2-3 ATTORNEY & CLIENT 7 C.J.S.** that clients represented by 'Attorneys at  
10 Law' are considered '**wards of the court.**' A copy of 4 ATTORNEY & CLIENT 7  
11 C.J.S. and 2-3 ATTORNEY & CLIENT 7 C.J.S. is attached hereto as **Exhibit Q.**

12 2. As **wards of the court,** Defendants have *voluntarily* relinquished their authority  
13 and autonomy over their legal matters, subjecting themselves to the jurisdiction  
14 and authority of this Court or administrative tribunal. Specifically:

- 15 • Defendants' attorneys are obligated to prioritize the interests of the court  
16 over those of the Defendants;
- 17 • Defendants, by **contract,** have diminished their standing and authority in  
18 their own case, evidencing their incompetence to rebut Plaintiff's claims.

19 3. By voluntarily retaining legal counsel, Defendants have willfully accepted their  
20 diminished status as 'wards of the court.' This status is further evidenced by  
21 their collective failure to rebut or nullify Plaintiff's claims in accordance  
22 with **U.C.C. § 1-103,** which preserves the application of common law principles  
23 such as good faith and fair dealing when statutory law (U.C.C. provisions) is  
24 silent.

25 **II. DEFENDANTS' PRESUMPTION OF DISHONOR UNDER U.C.C. §**  
26 **3-505 AND EVIDENCE PROVING DEFENDANTS' DISHONOR**

27 The failure of Defendants to rebut or provide any valid evidence of their performance is  
28 further confirmed by the, 'AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE,

1 DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION”/Self-Executing Contract  
2 Security Agreement #RF204463888US’ (Exhibit E), which is **duly notarized** and complies  
3 with the requirements of U.C.C. § 3-505.

4 Under U.C.C. § 3-505, a document regular in form, such as the notarized Affidavit  
5 Certificate serves as evidence of dishonor and creates a **presumption** of dishonor.

6 **U.C.C. § 3-505. Evidence of Dishonor:**

7 (a) The following are admissible as evidence and create a presumption of  
8 dishonor and of any notice of dishonor stated:

9 (1) A document regular in form as provided in subsection (b) which purports to  
10 be a protest;

11 (2) A purported stamp or writing of the drawee, payor bank, or presenting bank  
12 on or accompanying the instrument stating that acceptance or payment has  
13 been refused unless reasons for the refusal are stated and the reasons are not  
14 consistent with dishonor;

15 (3) A book or record of the drawee, payor bank, or collecting bank, kept in the  
16 usual course of business which shows dishonor, even if there is no evidence of  
17 who made the entry.

18 (b) **A protest is a certificate of dishonor made by a** United States consul or  
19 vice consul, or **a notary public** or other person authorized to administer oaths  
20 by the law of the place where dishonor occurs. It may be made upon  
21 information satisfactory to that person. The protest must identify the instrument  
22 and certify either that presentment has been made or, if not made, the reason  
23 why it was not made, and that the instrument has been dishonored by  
24 nonacceptance or nonpayment. The protest may also certify that notice of  
25 dishonor has been given to some or all parties.

26 The **notarized** ‘AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE,  
27 DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION”/Self-Executing Contract  
28 Security Agreement #RF204463888US’, complies with these requirements and serves

1 as a formal protest and **evidence of dishonor** under U.C.C. § 3-505, as it clearly  
2 documents Defendants' refusal to respond or provide the necessary rebuttal to  
3 Plaintiffs' claims.

4 **III. DEFENDANTS' ERRONEOUS FOCUS ON "PRO SE" IS**  
5 **IRRELEVANT given 'IN PROPRIA PERSONA' AKA 'PRO PER' FILINGS**

6 Defendants' reliance on the "pro se" designation is a **baseless**  
7 **mischaracterization**. Plaintiffs are **trusts lawfully represented by their**  
8 **'Attorney(ies) In Fact'** under the Constitution's protection of the right to  
9 contract. Plaintiffs proceed '*In Propria Persona*' (**pro per**), '*Sui Juris*,' not 'pro  
10 se,' as **clearly evidenced** in the record.

11 Defendants' repeated reference to irrelevant case law and incorrect legal  
12 interpretations is an attempt to distract from their own failure to rebut or  
13 perform.

14 **IV. DEFENDANTS HAVE FAILED TO REBUT OR PROVIDE EVIDENCE**

15 Defendants were required to rebut Plaintiffs' claims and Conditional Acceptance  
16 with specific, factual evidence and proof, as dictated by the principles of contract  
17 law and Uniform Commercial Code (U.C.C.) provisions:

- 18 • **U.C.C. § 1-103, 'Construction of Uniform Commercial Code to Promote its**  
19 **Purposes and Policies: Applicability of Supplemental Principles of Law':**  
20 Requires actions to conform to good faith and fundamental fairness, which  
21 Defendants have failed to demonstrate.
- 22 • **U.C.C. § 2-206, 'Offer and Acceptance in Formation of Contract':** A **valid**  
23 response or performance requires clear acceptance or adequate rebuttal,  
24 neither of which Defendants have provided.

25 Defendants' filing instead relied on mischaracterizations, general denials, and  
26 irrelevant citations, failing to directly address Plaintiffs' specific claims and  
27 terms. **This failure to perform or provide any valid rebuttal or evidence**  
28 **serves as conclusive evidence of dishonor, establishing Defendants'**

1 **continued dishonor and default** under the principles of contract law and  
2 legal maxims

3 **V. FULL ADMISSION BY DEFENDANTS**

4 1. Defendants, through their collective "Response in Opposition" (Docket No. 15),  
5 have failed to provide any valid rebuttal to Plaintiff's Motion to Expedite  
6 Summary Judgment as a Matter of Law Without a Hearing. Instead, their  
7 response constitutes an admission of Plaintiff's arguments and material facts as a  
8 matter of law.

9 2. Defendants now have **literally admitted to receiving**, reading, and **considering**  
10 all of Plaintiff's verified commercial affidavits. By acknowledging receipt and  
11 **consideration** of these affidavits, while willfully and intentionally failing to  
12 respond or rebut them, Defendants have demonstrated:

- 13 • Full knowledge of receiving the affidavits and comprehension of the affidavits' content;
- 14 • Agreement with the affidavits' material facts as true and correct by their individual and  
15 collective silence acquiesce, tacit agreement, tacit procuration, and inaction;
- 16 • **Voluntary waiver of any opportunity to dispute or contest the claims made therein.**

17 3. In their motion and filings Defendants have gone so far as to collectively  
18 characterize laws, *principles*, and **longstanding legal maxims** cited by Plaintiffs  
19 as "**meritless**" and "**baseless.**" This **disgraceful rhetoric** not only reveals their  
20 ignorance of the law but also demonstrates their outright contempt for the  
21 foundational doctrines of justice and equity that underpin this nation's legal  
22 system.

23 4. Such statements, dismissing the **bedrock principles of law, legal maxims**, and  
24 commercial remedies, are unbecoming of any party to these proceedings and  
25 represent an affront to the integrity of this Court and the rule of law itself.

26 **VI. DEFENDANTS' WILLFUL AND INTENTIONAL FAILURE TO**  
27 **REBUT IS CONSENT BY SILENCE: SILENT ACQUIESCENCE,**  
28 **TACIT AGREEMENT, AND TACIT PROCURATION**



- 1 1. Defendants' self-admitted collective acknowledgment of receipt, **consideration, and**  
2 **agreement** to Plaintiff's affidavits, coupled with their willful and blatant failure to  
3 rebut, dispute, or respond to the affidavits in any manner, constitutes:
  - 4 • A **binding agreement** to the facts and claims asserted therein;
  - 5 • A demonstration of Defendants' legal incapacity and incompetence as *'wards of*  
6 *the court;*
  - 7 • Material facts supporting Plaintiff's entitlement to all relief sought **and**  
8 Summary Judgment.
- 9 2. In accordance with longstanding principles of law, **silence is acquiescence**, and  
10 unrebutted affidavits stand as TTruth in commerce and in LLaw. Defendants' willful and  
11 intentional failure to respond constitutes tacit agreement to all claims and statements  
12 set forth in the affidavits.
- 13 3. Ignorance of the law is no excuse. Defendants' collective failure to rebut or properly  
14 respond cannot be dismissed as mere oversight or negligence. It is a clear, **willful, and**  
15 **intentional** act that affirms the validity of **all** Plaintiff's claims.
- 16 4. Under **U.C.C. § 2-206, 'Offer and Acceptance in Formation of Contract,'**  
17 Defendants' actions further evidence an acceptance of Plaintiff's offer, contract,  
18 and claims as they fail to counter the presented affidavits, which constitute clear  
19 and unequivocal offers to establish **material facts**. Defendants' self-admitted  
20 willful and intentional silence and inaction are recognized under this provision  
21 as valid acceptance in the course of dealings.

## 22 **VII. PLAINTIFFS'S ATTEMPTS TO SETTLE AND DEFENDANTS'** 23 **VIOLATIONS OF RIGHTS**

- 24 1. Plaintiffs made several good-faith attempts to settle this matter with  
25 Defendants by formally requesting restitution and the return of private  
26 trust property: a **2018 GMC**.
- 27 2. Instead of doing the right thing returning the private trust Property as  
28 legally and lawfully requested, Defendants:

- 1 • Willfully violated Plaintiff's rights;
  - 2 • Unlawfully seized and withheld the Property, effectively **stealing it**;
  - 3 • Demonstrated their bad faith and disregard for Plaintiff's rights,
  - 4 further evidencing their inability or refusal to act in good faith.
- 5 3. Defendants' **failure to address or rebut these violations** in their Response
- 6 constitutes further tacit admission of the truth of Plaintiff's claims. Their
- 7 silence on this matter confirms their acknowledgment of wrongdoing and
- 8 liability.

9 **VIII. PLAINTIFFS' ENTITLEMENT TO SANCTIONS, DEFAULT**

10 **JUDGEMENT, AND SUMMARY JUDGMENT, AS A MATTER OF LAW**

11 **A. Entry of **Default Judgment****

- 12 1. Defendants' *willful* and continued **non-response, dishonor, default,** and
- 13 procedural violations leave no genuine dispute of material fact. Plaintiffs are
- 14 entitled to default judgment under **FRCP 55(b)**, as Defendants have failed to
- 15 provide any substantive defense or rebuttal.
- 16 2. Under **Florida Rule of Civil Procedure 1.510(a)**, summary judgment is
- 17 appropriate where there is **no genuine issue as to any material fact**, and the
- 18 moving party is **entitled** to judgment as **a matter of law**. The three (3)
- 19 **unrebutted** affidavits submitted by Plaintiff(s), **which the Defendants have now**
- 20 **on the record admitted to receiving and ignoring**, establish that there are no
- 21 genuine issues of material fact in dispute, and Plaintiffs are entitled to judgment
- 22 based on the evidence presented and as **a matter of law**.

23 **B. Imposition of Sanctions**

- 24 1. Plaintiffs respectfully request the Court impose severe sanctions against
- 25 Defendants, including:
- 26 • Reimbursement of Plaintiffs' costs and attorney's fees under **28**
  - 27 **U.S.C. § 1927**, which totals to the said sum of **Three Hundred**
  - 28 **Million U.S. Dollars (\$300,000,000.00 USD)**.

- 1 • Sanctions for the willful misapplication of law, disregard for due  
2 process, and violations of the United States Code, the Uniform  
3 Commercial Code law, and contract law, which have **materially**  
4 harmed Plaintiffs' rights and caused undue financial and emotional  
5 distress. Plaintiffs demand that the Court impose punitive measures  
6 commensurate with the severity of Defendants' actions to deter  
7 further abuse of legal processes.

8 **C. Fraud, Breach of Contract, and Other Violations**

- 9 1. Defendants' actions constitute fraud, breach of contract, and dishonor  
10 under U.C.C. and federal law. Plaintiffs reaffirm their claims of fraud,  
11 embezzlement, breach of trust, and deprivation of rights, as stated in the  
12 Verified Complaint and incorporated affidavits.

13 **IX. LEGAL PRINCIPLES SUPPORTING PLAINTIFFS' CLAIMS**

14 In support of this DEMAND as a **matter of law**, Plaintiffs cite the following  
15 established legal standards, legal maxims, precedent, and principles:

- 16 • **Unrebutted Affidavits as Judgment in Commerce:** Plaintiffs' unrebutted  
17 affidavits are binding truth under the maxim, "**An unrebutted affidavit**  
18 **becomes the judgment in commerce.**"
- 19 • **Res Judicata and Collateral Estoppel:** **Defendants are *barred*** from contesting  
20 the finality of Plaintiffs' claims under the doctrines of **res**  
21 **judicata** and **collateral estoppel**, as all material facts and claims have been  
22 resolved conclusively.
- 23 • **Breach of U.C.C. Obligations and Presumed Dishonor:** Defendants'  
24 dishonor and default are evidenced by their failure to fulfill obligations  
25 defined by **U.C.C. § 3-505** and other applicable statutes **ALL ARE EQUAL**  
26 **UNDER THE LAW.** (God's Law - Moral and Natural Law). Exodus 21:23-25;  
27 Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40; Luke 10:17; Col. 3:25. 'No one  
28 is above the law.'

- 1 • **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE**  
2 **EXPRESSED.** (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). -- **Legal maxim:** 'To lie is to  
3 go against the mind.'
- 4 • **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.** (Lev. 5:4-5;  
5 Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5: 12).
- 6 • **IN COMMERCE TRUTH IS SOVEREIGN.** (Exodus 20:16; Ps. 117:2; John  
7 8:32; II Cor. 13:8 ) Truth is sovereign -- and the Sovereign tells only the truth.
- 8 • **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.**  
9 (12 Pet. 1:25; Heb. 6:13-15;). 'He who does not deny, admits.'
- 10 • "Statements of **fact** contained in affidavits which are **not** rebutted by the  
11 opposing party's **affidavit or pleadings may** be accepted as **true** by the trial  
12 court." --Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976).
- 13 • See, *Sieb's Hatcheries, Inc. v. Lindley*, 13 F.R.D. 113 (1952)., "Defendant(s) made  
14 no request for an extension of time in which to answer the request for  
15 admission of facts and filed only an unsworn response within the time  
16 permitted," thus, under the specific provisions of Ark. and *Fed. R. Civ. P. 36*,  
17 the facts in question were **deemed admitted as true. Failure to answer is**  
18 **well established in the court.** *Beasley v. U. S.*, 81 F. Supp. 518 (1948)., "I,  
19 therefore, hold that the requests **will be considered as having been**  
20 **admitted.**" Also as previously referenced, "Statements of **fact** contained in  
21 affidavits which are **not** rebutted by the opposing party's **affidavit or**  
22 **pleadings may**[must] be accepted as **true** by the trial court." --Winsett v.  
23 Donaldson, 244 N.W.2d 355 (Mich. 1976).
- 24 • 'The state **cannot** diminish **Rights** of the **people.**" – *Hurtado vs. California*,  
25 110 US 516.
- 26 • "Public officials are not immune from suit when they transcend their lawful  
27 authority by invading constitutional **rights.**" – *AFLCIO v. Woodward*, 406  
28 F2d 137 t.

- 1 • "Immunity **fosters neglect and breeds irresponsibility** while liability  
2 promotes care and caution, which caution and care is owed by the  
3 government to its people." (Civil Rights) **Rabon vs Rowen Memorial**  
4 **Hospital, Inc.** 269 N.S. 1, 13, 152 SE 1 d 485, 493.
- 5 • "When enforcing mere statutes, judges of all courts do not act judicially (and  
6 thus are not protected by "qualified" or "limited immunity," - SEE: Owen v.  
7 City, 445 U.S. 662; Bothke v. Terry, 713 F2d 1404) - - "but merely act as an  
8 extension as an agent for the involved agency -- but only in a "ministerial"  
9 and not a "discretionary capacity..." Thompson v. Smith, 154 S.E. 579, 583;  
10 Keller v. P.E., 261 US 428; F.R.C. v. G.E., 281, U.S. 464.
- 11 • "Judges not only can be sued over their official acts, but could be held  
12 **liable for injunctive and declaratory relief and attorney's fees.**"  
13 **Lezama v. Justice Court**, A025829.
- 14 • "Ignorance of the law does **not** excuse misconduct in anyone, least of all  
15 in a sworn officer of the law." In re McCowan (1917), 177 C. 93, 170 P.  
16 1100.
- 17 • "**All are presumed to know the law.**" San Francisco Gas Co. v.  
18 Brickwedel (1882), 62 C. 641; Dore v. Southern Pacific Co. (1912), 163 C.  
19 182, 124 P. 817; People v. Flanagan (1924), 65 C.A. 268, 223 P. 1014;  
20 Lincoln v. Superior Court (1928), 95 C.A. 35, 271 P. 1107; San Francisco  
21 Realty Co. v. Linnard (1929), 98 C.A. 33, 276 P. 368.
- 22 • "It is one of the fundamental maxims of the common law that **ignorance**  
23 **of the law excuses no one.**" Daniels v. Dean (1905), 2 C.A. 421, 84 P. 332.
- 24 • "the people, not the States, are sovereign." – Chisholm v. Georgia, 2  
25 Dall. 419, 2 U.S. 419, 1 L.Ed. 440 (1793).
- 26 • **HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.**  
27 (Book of Job; Mat. 10:22) -- **Legal maxim:** 'He who does not repel a  
28 wrong when he can occasions it.'

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

3 **X. Summary Judgment as a Matter of Law Without Hearing**

- 4 1. Pursuant to Florida Rule of Civil Procedure 1.510(a), California Code of  
5 Civil Procedure § 437c(c), and Federal Rule of Civil Procedure 56(a),  
6 summary judgment is appropriate when there is no genuine issue of  
7 material fact, and the moving party is entitled to judgment as **a matter of**  
8 **law.**
- 9 2. In this case, the three (3) *unrebutted* verified commercial affidavits  
10 (Exhibits E, F, and H) and the VERIFIED COMPLAINT submitted by the  
11 Plaintiffs indisputably establish that there are no genuine issues of  
12 material fact in dispute, thus entitling the Plaintiffs to immediate summary  
13 judgment.
- 14 3. Defendants make frivolous arguments lacking and foundation or legal  
15 backing, and have caused Plaintiffs injury and harm. Each **unrebutted**  
16 affidavit serves as prima facie evidence of these facts.
  - 17 • "Ignorance of the law does **not** excuse misconduct in anyone, least of all  
18 in a sworn officer of the law." In re McCowan (1917), 177 C. 93, 170 P.  
19 1100.
  - 20 • "**All are presumed to know the law.**" San Francisco Gas Co. v.  
21 Brickwedel (1882), 62 C. 641; Dore v. Southern Pacific Co. (1912), 163 C.  
22 182, 124 P. 817; People v. Flanagan (1924), 65 C.A. 268, 223 P. 1014;  
23 Lincoln v. Superior Court (1928), 95 C.A. 35, 271 P. 1107; San Francisco  
24 Realty Co. v. Linnard (1929), 98 C.A. 33, 276 P. 368.
  - 25 • "It is one of the fundamental maxims of the common law that **ignorance**  
26 **of the law excuses no one.**" Daniels v. Dean (1905), 2 C.A. 421, 84 P. 332.
  - 27 • "the people, not the States, are sovereign." — Chisholm v. Georgia, 2  
28 Dall. 419, 2 U.S. 419, 1 L.Ed. 440 (1793)

1 4. Since the Defendants have failed to rebut the contents of the various  
2 affidavits, the Plaintiffs are entitled to judgment as **a matter of law**.

3 5. As such, the Court should **sua sponte** recognize the validity of the  
4 Plaintiffs' position and grant summary judgment in their favor, without  
5 the need for a hearing.

6 **VI. Res Judicata, Stare Decisis, and Collateral Estoppel**

7 **Res Judicata, Stare Decisis, and Collateral Estoppel:** The doctrines of **res**  
8 **judicata, stare decisis, and collateral estoppel** are applicable to the  
9 *unrebutted* affidavits, thereby establishing that all matters have been resolved  
10 and **cannot** be challenged further. These doctrines underscore the finality of  
11 the **administrative** findings and provide an undisputable foundation for the  
12 granting of summary judgement, as a matter of law without the need for a  
13 hearing.

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18 **WHEREFORE**, Plaintiffs respectfully request that this Honorable Court grant this  
19 Demand for Summary Judgement as a matter of law, without hearing, in favor of  
20 the Plaintiffs, unless the Court intends to act contrary to the Uniform Commercial  
21 Code, the United States Code, contract law, legal maxims, principles, and the  
22 Constitution.?

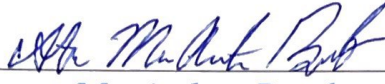
23 **COMMERCIAL OATH AND VERIFICATION:**

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

27 I, STEVEN MACARTHUR-BROOKS, under my unlimited liability and Commercial  
28 Oath proceeding in good faith being of sound mind states that the facts contained

1 herein are true, correct, complete and not misleading to the best of Affiant's  
2 knowledge and belief under penalty of International Commercial Law and state  
3 this to be HIS Affidavit of Truth regarding same signed and sealed this 21ST day of  
4 JANUARY in the year of Our Lord two thousand and twenty five:

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

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

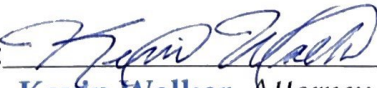
9 //

10 **COMMERCIAL OATH AND VERIFICATION:**

11 County of Miami-Dade )  
12 ) Commercial Oath and Verification  
13 The State of Florida )

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

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

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

24 //

25 //

26 Let this document stand as truth before the Almighty Supreme Creator and let it be  
27 established before men according as the scriptures saith: *"But if they will not listen,*  
28 *take one or two others along, so that every matter may be established by the testimony of two*



1 or three witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every  
2 word be established" 2 Corinthians 13:1.

3 *Sui juris, By Special Limited Appearance,*  
4 **All rights reserved without prejudice or recourse, U.C.C. §§ 1-308, 3-402.**

5 By: Olivia Jones  
6 (WITNESS)

7 *Sui juris, By Special Limited Appearance,*  
8 **All rights reserved without prejudice or recourse, U.C.C. §§ 1-308, 3-402.**

9 By:   
10 Brittany Cabral (WITNESS)

11 //

12 **WORDS DEFINED GLOSSARY OF TERMS:**

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

- 15 1. **Attorney:** Strictly, one who is designated to transact business for another;  
16 a legal agent. — Also termed attorney-in-fact; private attorney. 2. A person  
17 who practices law; LAWYER. Also termed (in sense 2) attorney-at-law;  
18 public attorney. A person who is appointed by another and has authority  
19 to act on behalf of another. *See also* POWER OF ATTORNEY. *See, Black's*  
20 *Law Dictionary 8th Edition, pages 392-393, Oxford Dictionary or Law, 5th*  
21 *Edition, page 38, American Bar Association's website.*
- 22 2. **Attorney-in-fact:** A private attorney authorized by another to act in his  
23 place and stead, either for some particular purpose, as to do a particular  
24 act, or for the transaction of business in general, not of a legal character.  
25 This authority is conferred by an instrument in writing, called a "letter of  
26 attorney," or more commonly a "power of attorney." A person to whom  
27 the authority of another, who is called the constituent, is by him lawfully  
28 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

1 *factum*, for the deed, or special act to be performed; but in a more  
2 extended sense it includes all other agents employed in any business, or  
3 to do any act or acts in pais for another. Bacon, Abr. Attorney; Story, Ag. §  
4 25. All persons who are capable of acting for themselves, and even those  
5 who are disqualified from acting in their own capacity, if they have  
6 sufficient understanding, as infants of proper age, and femes coverts, may  
7 act as attorney of other. The person named in a power of attorney to act  
8 on your behalf is commonly referred to as your "agent" or "attorney-in-  
9 fact." With a valid power of attorney, your agent can take any action  
10 permitted in the document. — See Bouvier's Law Dictionary, volumes 1,2,  
11 and 3, page 282, Blacks Law Dictionary 1, 2nd, 8th, pages 105, 103, and  
12 392 respectively, and the American Bar Association's website on 'Power of  
13 Attorney' and 'Attorney-In-Fact'

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

1 money domestically or internationally outside of the conventional financial  
2 institutions system. Ref, 31 U.S. Code § 5312 - Definitions and application.

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

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

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

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

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

20 8. **pay:** To discharge a debt; to deliver to a creditor the value of a debt, either in money or in  
21 goods, for his acceptance. To pay is to deliver to a creditor the value of a debt, either in money  
22 or In goods, for his acceptance, by which the debt is discharged. See Blacks Law Dictionary  
23 1st, 2nd, and 3rd edition, pages 880, 883, and 1339 respectively.

24 9. **payment:** The performance of a duty, promise, or obligation, or discharge of a debt or  
25 liability. by the delivery of money or other value. Also the money or thing so  
26 delivered. Performance of an obligation by the delivery of money or some other  
27 valuable thing accepted in partial or full discharge of the obligation. [Cases: Payment  
28 1. C.J.S. Payment § 2.] 2. The money or other valuable thing so delivered in satisfaction

1 of an obligation. See Blacks Law Dictionary 1st and 8th edition, pages 880-811 and  
2 3576-3577, respectively.

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

7 11. **extortion:** The term "**extortion**" means the obtaining of property from another, **with his**  
8 **consent, induced by wrongful use of actual or threatened force, violence, or fear, or under**  
9 **color of official right.** — See 18 U.S. Code § 1951 - Interference with commerce by threats or  
10 violence.

11 12. **national:** "foreign government", "foreign official", "internationally protected person",  
12 "international organization", "national of the United States", "official guest," and/or "non-  
13 citizen national." **They all have the same meaning.** See Title 18 U.S. Code § 112 - Protection of  
14 foreign officials, official guests, and internationally protected persons.

15 13. **United States:** For the purposes of this Affidavit, the terms "United States" and "U.S." *mean*  
16 *only the Federal Legislative Democracy of the District of Columbia, Puerto Rico, U.S. Virgin Islands,*  
17 *Guam, American Samoa, and any other Territory within the "United States," which entity has*  
18 *its origin and jurisdiction from Article 1, Section 8, Clause 17-18 and Article IV, Section 3,*  
19 *Clause 2 of the Constitution for the United States of America. The terms "United States" and*  
20 *"U.S." are NOT to be construed to mean or include the sovereign, united 50 states of America.*

21 14. **fraud:** deceitful practice or Willful device, resorted to with intent to deprive another of  
22 his right, or in some manner to do him an injury. As distinguished from negligence, it  
23 is always positive, intentional. as applied to contracts is the cause of an error bearing  
24 on material part of the contract, created or continued by artifice, with design to obtain  
25 some unjust advantage to the one party, or to cause an inconvenience or loss to the  
26 other. in the sense of court of equity, properly includes all acts, omissions, and  
27 concealments which involved a breach of legal or equitable duty, trust, or confidence  
28 justly reposed, and are injurious to another, or by which an undue and

1 unconscientious advantage is taken of another. See Black's Law Dictionary, 1st and  
2 2nd Edition, pages 521-522 and 517 respectively.

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

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

9 //

## 10 LIST OF EXHIBITS / EVIDENCE:

### 11 Supporting Evidence:

12 Exhibits "A" through "P," which include the unrebutted commercial affidavits and  
13 related documentation establishing Defendants' tacit agreement and the  
14 undisputed merit and validity of Plaintiffs' claims.

15 1. **Exhibit A**: UCC1 filing #2024400157-3.

16 2. **Exhibit B**: UCC3 filing #2024405802-2.

17 3. **Exhibit C**: UCC3 filing #2024403283-5.

18 4. **Exhibit D**: Affidavit: Power of Attorney in Fact.

19 5. **Exhibit E**: **Contract** Security Agreement #RF204463888US

20 6. **Exhibit F**: **Contract** Security Agreement #9589071052701733216000.

21 7. **Exhibit G**: Form 3811 corresponding to Exhibit F

22 8. **Exhibit H**: **Contract** Security Agreement #9589071052701733216123.

23 9. **Exhibit I**: Form 3811 corresponding to Exhibit H

24 10. **Exhibit J**: Form 3811 corresponding to Exhibit E.

25 11. **Exhibit K**: BILL OF EXCHANGE, Certified # 9589071052701733216000.

26 12. **Exhibit L**: Private Post Registered (with U.S. Treasury) \$200,000,000.00 USD

27 'MASTER DISCHARGE AND INDEMNITY BOND,' #RF372320890US.

28 13. **Exhibit M**: 2024 form 1099-OID, for \$24,000.00.

- 1 14. **Exhibit N:** 2024 form 1099-A, for \$24,000.00
- 2 15. **Exhibit O:** national/non-citizen national/internationally protected person PASSPORT
- 3 BOOK #A45202697.
- 4 16. **Exhibit P:** national/non-citizen national/internationally protected person PASSPORT
- 5 CARD #C34494678.
- 6 17. Exhibit Q: Copy of 4 ATTORNEY & CLIENT 7 C.J.S. and 2-3 ATTORNEY & CLIENT 7
- 7 C.J.S.
- 8 18. Exhibit R: **Library of Congress Certified Copy** of *The Public Statutes at Large of the*
- 9 *United States of America* from March 1933 to June 1934: House Joint Resolution 192 of
- 10 June 5, 1933, Public Law 73-10
- 11 19. Exhibit S: **Signed** copy of the 'Affidavit' in support of Plaintiffs, by professional
- 12 Witnesses and former Federal Reserve Attorney, WALKER TODD.

13 //

14 **PROOF OF SERVICE**

15 STATE OF FLORIDA )  
 16 ) ss.  
 17 COUNTY OF MIAMI-DADE )

18 I competent, over the age of eighteen years, and not a party to the within  
 19 action. My mailing address is the Koda's World, 15476 North West 77th Court,  
 20 suite #613, Miami Lakes, California [33018]. On January 22, 2025, I served the  
 21 within documents:

22 **1. PLAINTIFFS' CONDITIONAL ACCEPTANCE TO DEFENDANTS' MOTION**  
 23 **TO COMPEL ARBITRATION AND STAY PROCEEDINGS, AND**  
 24 **PLAINTIFFS' DEMAND FOR CRIMINAL REFERRAL AND PROSECUTION**  
 25 **OF DEFENDANTS, SANCTIONS, AND DEFAULT AND SUMMARY**  
 26 **JUDGMENT, AS A MATTER OF LAW, WITHOUT HEARING.**

27 **2. Exhibits Q through S**  
 28 **By Electronic Service** on January 21, 2025. Based on a court order or an

PLAINTIFFS' CONDITIONAL ACCEPTANCE TO DEFENDANTS' MOTION TO COMPEL ARBITRATION AND STAY PROCEEDINGS, AND PLAINTIFFS' DEMAND FOR CRIMINAL REFERRAL AND PROSECUTION OF DEFENDANTS, SANCTIONS, AND DEFAULT AND SUMMARY JUDGMENT, AS A MATTER OF LAW, WITHOUT HEARING

1 agreement of the parties to accept service by electronic transmission, I caused the  
2 documents to be sent to the persons at the electronic notification addresses listed  
3 below.

4 Michael D. Starks  
5 C/o ANDREW KEMP-GERSTEL and LIEBLER, GONZALEZ,  
6 PORTUONDO.  
7 44 West Flagler Street  
8 Miami Florida, [33130]  
9 [mds2@lgplaw.com](mailto:mds2@lgplaw.com)  
10 [sck@lgplaw.com](mailto:sck@lgplaw.com)  
11 [service@lgplaw.com](mailto:service@lgplaw.com)  
12 [akg@lgplaw.com](mailto:akg@lgplaw.com)  
13 [mkv@lgplaw.com](mailto:mkv@lgplaw.com)

9 Shannon: Peterson, Alejandro: Moreno  
10 C/o SheppardMullin  
11 12275 El Camino Real, Suite 100  
12 San Diego, California [92130-4092]  
13 [spetersen@sheppardmullin.com](mailto:spetersen@sheppardmullin.com)  
14 [amoreno@sheppardmullin.com](mailto:amoreno@sheppardmullin.com)

12 Teresa H. Campbell, Shirley Jackson, Sheryl Flaughner  
13 SAN DEIGO COUNTY CREDIT UNION  
14 6545 Sequence Drive  
15 San Diego, California [92121]  
16 [sflaughner@sdccu.com](mailto:sflaughner@sdccu.com)

15 Edwyn: Martinez  
16 C/o SOUTH FLORIDA AUTO RECOVERY CORP  
17 PO BOX 226185  
18 Miami, Florida [33222]  
19 [sfar@southfloridaautorecovery.com](mailto:sfar@southfloridaautorecovery.com)

18 I declare under penalty of perjury under the laws of the State of Florida that  
19 the above is true and correct. Executed on January 22, 2025 at Miami Lakes,  
20 Florida.

21 /s/Brittany Cabral/  
22 Brittany Cabral

22 //

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24 //

25 **NOTICE:**

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



**ACKNOWLEDGEMENT:**

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State of Florida )

) ss.

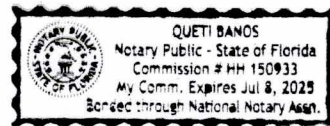
County of Miami-Dade )

On this 22nd day of January, 2025, before me, Queti Banos, a Notary Public, personally appeared Steven MacArthur-Brooks, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Queti Banos (Seal)



# - Exhibit Q-

## § 4 ATTORNEY & CLIENT

7 C. J. S.

→ His first duty is to the courts and the public, not to the client,<sup>55</sup> and wherever the duties to his client conflict with those he owes as an officer of the court in the administration of justice, the former must yield to the latter.<sup>56</sup>

The office of attorney is indispensable to the administration of justice and is intimate and

peculiar in its relation to, and vital to the well-being of, the court.<sup>57</sup> An attorney has a duty to aid the court in seeing that actions and proceedings in which he is engaged as counsel are conducted in a dignified and orderly manner, free from passion and personal animosities, and that all causes brought to an issue are tried and decided on their merits only;<sup>58</sup> to aid the court

## §§ 2-3 ATTORNEY & CLIENT

7 C. J. S.

and the term is synonymous with "attorney."<sup>14</sup> Therefore, anyone advertising himself as a lawyer holds himself out to be an attorney, an attorney at law, or counselor at law.<sup>15</sup>

If one appears before any court in the interest of another and moves the court to action with respect to any matter before it of a legal nature, such person appears as an "advocate", as that term is generally understood.<sup>16</sup> The phrase "as an advocate in a representative capacity," as used in the statute regulating the practice of law, implies a representation distinct from officer or other regular administrative corporate employee representation.<sup>17</sup>

In England and her colonies a "barrister" is a person entitled to practice as an advocate or counsel in the superior courts.<sup>18</sup> A "solicitor" is a person whose business it is to be employed in the care and management of suits depending in courts of chancery.<sup>19</sup> In the great majority of the states of the Union, where law and equity are both administered by the same court, it has naturally come about that the two offices of attorney at law and solicitor in chancery have practically been consolidated, although in the federal equity practice the term "solicitor" is in

general use; but in some states the office of solicitor in chancery is a distinct and separate office from that of attorney at law.<sup>20</sup>

→ A client is one who applies to a lawyer or counselor for advice and direction in a question of law, or commits his cause to his management in prosecuting a claim or defending against a suit in a court of justice;<sup>21</sup> one who retains the attorney, is responsible to him for his fees, and to whom the attorney is responsible for the management of the suit;<sup>22</sup> one who communicates facts to an attorney expecting professional advice.<sup>23</sup> Clients are also called "wards of the court" in regard to their relationship with their attorneys.<sup>24</sup>

← ward of court

### § 3. Nature of Right to Practice

While it has been broadly stated that the right to practice law is not a natural or constitutional right, but is in the nature of a privilege or franchise, the practice of law is not a matter of grace but of right for one who is qualified by his learning and moral character.

#### Library References

Attorney and Client ⇐14.

The right to practice law is not a natural or constitutional right.<sup>25</sup> Nor is the right to practice

→ **Wards of court.** Infants and persons of unsound mind placed by the court under the care of a guardian. *Davis' Committee v. Loney*, 290 Ky. 644, 162 S.W.2d 189, 190. Their rights must be guarded jealously. *Montgomery v. Erie R. Co.*, C.C.A.N.J., 97 F.2d 289, 292. See *Guardianship*.

# - Exhibit R-




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THE  
STATUTES AT LARGE

OF THE  
UNITED STATES OF AMERICA

FROM  
MARCH 1933 to JUNE 1934

CONCURRENT RESOLUTIONS  
RECENT TREATIES AND CONVENTIONS, EXECUTIVE PROCLAMATIONS  
AND AGREEMENTS, TWENTY-FIRST AMENDMENT  
TO THE CONSTITUTION

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EDITED, PRINTED, AND PUBLISHED BY AUTHORITY OF CONGRESS  
UNDER THE DIRECTION OF THE SECRETARY OF STATE

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VOL. XLVIII

IN TWO PARTS

PART 1—Public Acts and Resolutions.

PART 2—Private Acts and Resolutions, Concurrent Resolutions  
Treaties and Conventions, Executive Proclamations  
and Agreements, Twenty-first Amendment to the  
Constitution.

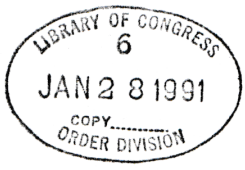
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PART 1

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UNITED STATES  
GOVERNMENT PRINTING OFFICE  
WASHINGTON : 1934

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Set 2  
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The original of every act and joint resolution printed in this volume from page 1 to page 311, inclusive, has the following heading:

SEVENTY-THIRD CONGRESS OF THE UNITED STATES OF AMERICA;

AT THE FIRST SESSION,

BEGUN AND HELD AT THE CITY OF WASHINGTON ON THURSDAY, THE NINTH DAY OF MARCH, ONE THOUSAND NINE HUNDRED AND THIRTY-THREE

The original of every act and joint resolution printed in this volume from page 313 to page 1291, inclusive, has the following heading:

SEVENTY-THIRD CONGRESS OF THE UNITED STATES OF AMERICA;

AT THE SECOND SESSION,

BEGUN AND HELD AT THE CITY OF WASHINGTON ON WEDNESDAY, THE THIRD DAY OF JANUARY, ONE THOUSAND NINE HUNDRED AND THIRTY-FOUR

All bills and joint resolutions presented to the President of the United States bear the signatures of the Speaker (or of the Speaker *pro tempore*) of the House of Representatives and of the Vice President and President of the Senate (or of the President of the Senate *pro tempore*); those signatures accordingly appear on the originals of all acts and joint resolutions.

The signature of the President of the United States appears on the originals of all approved acts and joint resolutions.

The original of every act and joint resolution has endorsed thereon a certificate of origin, signed, as the case may be, by the Clerk of the House of Representatives or by the Secretary of the Senate and reading "I certify that this Act (or Joint Resolution) originated in the House of Representatives (or Senate)." The origin of each act and resolution contained in this volume is indicated in the margin at the beginning of each enactment; thus, for example, H.R. 1491 or H.J.Res. 75 indicates origin in the House of Representatives; and S. 598 or S.J.Res. 14 indicates origin in the Senate.



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## [CHAPTER 46.]

## AN ACT

June 3, 1933.  
[H. R. 4494.]  
[Public, No. 29]

Authorizing a per capita payment of \$100 to the members of the Menominee Tribe of Indians of Wisconsin from funds on deposit to their credit in the Treasury of the United States.

Menominee Indians  
of Wisconsin.  
Per capita payments  
to, from tribal funds.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Interior be, and he is hereby, authorized to withdraw from the fund in the Treasury of the United States on deposit to the credit of the Menominee Indians in the State of Wisconsin a sufficient sum to make therefrom a per capita payment or distribution of \$100, in three installments, \$50 immediately upon passage of this Act, \$25 on or about October 15, 1933, and \$25 on or about January 15, 1934, to each of the living members on the tribal roll of the Menominee Tribe of Indians of the State of Wisconsin, under such rules and regulations as the said Secretary may prescribe.

Approved, June 3, 1933.

## [CHAPTER 47.]

## JOINT RESOLUTION

June 5, 1933.  
[S. J. Res. 48.]  
[Pub. Res., No. 9.]

Authorizing the Secretary of War to receive for instruction at the United States Military Academy at West Point, Posheng Yen, a citizen of China.

Posheng Yen, a citizen  
of China.  
Admitted to Military  
Academy.  
Prorated.  
No Federal expense.  
Conditions.

*Resolved by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of War be, and he is hereby, authorized to permit Posheng Yen to receive instruction at the United States Military Academy at West Point for the course beginning not later than July 1, 1934: *Provided*, That no expense shall be caused to the United States thereby, and that Posheng Yen shall agree to comply with all regulations for the police and discipline of the Academy, to be studious, and to give his utmost efforts to accomplish the courses in the various departments of instruction, and that said Posheng Yen shall not be admitted to the Academy until he shall have passed the mental and physical examinations prescribed for candidates from the United States, and that he shall be immediately withdrawn if deficient in studies or in conduct and so recommended by the Academic Board: *Provided further*, That in the case of said Posheng Yen the provisions of sections 1320 and 1321 of the Revised Statutes shall be suspended: *Provided further*, That S. J. Res. 179, approved March 3, 1933, be, and the same is hereby, repealed.

Oath and service,  
waived.  
R. S., secs. 1320, 1321,  
p. 227.

Existing law repealed.  
Vol. 47, p. 1546.

Approved, June 5, 1933.

## [CHAPTER 48.]

## JOINT RESOLUTION

June 5, 1933.  
[H. J. Res. 192.]  
[Pub. Res., No. 10]

To assure uniform value to the coins and currencies of the United States.

Uniform value of  
coins and currencies.  
Preamble.

Whereas the holding of or dealing in gold affect the public interest, and are therefore subject to proper regulation and restriction; and Whereas the existing emergency has disclosed that provisions of obligations which purport to give the obligee a right to require payment in gold or a particular kind of coin or currency of the United States, or in an amount in money of the United States measured thereby, obstruct the power of the Congress to regulate the value of the money of the United States, and are inconsistent with the declared policy of the Congress to maintain at all times the equal power of every dollar, coined or issued by the United States, in the markets and in the payment of debts. Now, therefore, be it

*Resolved by the Senate and House of Representatives of the United States of America in Congress assembled,* That (a) every provision contained in or made with respect to any obligation which purports to give the obligee a right to require payment in gold or a particular kind of coin or currency, or in an amount in money of the United States measured thereby, is declared to be against public policy; and no such provision shall be contained in or made with respect to any obligation hereafter incurred. Every obligation, heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any coin or currency which at the time of payment is legal tender for public and private debts. Any such provision contained in any law authorizing obligations to be issued by or under authority of the United States, is hereby repealed, but the repeal of any such provision shall not invalidate any other provision or authority contained in such law.

(b) As used in this resolution, the term "obligation" means an obligation (including every obligation of and to the United States, excepting currency) payable in money of the United States; and the term "coin or currency" means coin or currency of the United States, including Federal Reserve notes and circulating notes of Federal Reserve banks and national banking associations.

SEC. 2. The last sentence of paragraph (1) of subsection (b) of section 43 of the Act entitled "An Act to relieve the existing national economic emergency by increasing agricultural purchasing power, to raise revenue for extraordinary expenses incurred by reason of such emergency, to provide emergency relief with respect to agricultural indebtedness, to provide for the orderly liquidation of joint-stock land banks, and for other purposes", approved May 12, 1933, is amended to read as follows:

"All coins and currencies of the United States (including Federal Reserve notes and circulating notes of Federal Reserve banks and national banking associations) heretofore or hereafter coined or issued, shall be legal tender for all debts, public and private, public charges, taxes, duties, and dues, except that gold coins, when below the standard weight and limit of tolerance provided by law for the single piece, shall be legal tender only at valuation in proportion to their actual weight."

Approved, June 5, 1933, 4.40 p.m.

Clauses in obligations requiring gold, etc., payments declared contrary to public policy

No future obligation to be so expressed.

Payments to be made in legal tender.

Conflicting provisions repealed. U.S.C. p. 1003. Other provisions not invalidated.

Term "obligation" defined.

"Coin or currency."

National Economic Emergency Act, amended. Ante, p. 52.

Coins and currencies as legal tender.

Abrased gold coins, according to weight.

[CHAPTER 49.]

AN ACT

To provide for the establishment of a national employment system and for cooperation with the States in the promotion of such system, and for other purposes.

June 6, 1933.  
[S. 510.]  
[Public, No. 30.]

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That (a) in order to promote the establishment and maintenance of a national system of public employment offices there is hereby created in the Department of Labor a bureau to be known as the United States Employment Service, at the head of which shall be a director. The director shall be appointed by the President, by and with the advice and consent of the Senate, and shall receive a salary at the rate of \$8,500 per annum.

(b) Upon the expiration of three months after the enactment of this Act the employment service now existing in the Department of Labor shall be abolished; and all records, files, and property (including office equipment) of the existing employment service

National cooperative employment service. United States Employment Service created in Department of Labor.

Appointment, etc., of Director

Existing service to be abolished; personnel and property transferred.