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6 *Attorney-In-Fact, Executor, and Authorized Representative,*
7 *for Real Party(ies) in Interest and Purported Defendant*
8 TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©,
9 TMKEVIN WALKER© IRR TRUST

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF RIVERSIDE**

12 **THE PEOPLE OF THE STATE OF**
13 **CALIFORNIA,**
14 [Purported] *Plaintiff,*
15
16 *vs.*
17 TMKEVIN LEWIS WALKER©,
18 [Purported] *Defendant.*

Case No./Bond No.: **TE243660039 / RSDM**

PURPORTED DEFENDANT'S VERIFIED
NOTICE OF CONDITIONAL
ACCEPTANCE, NOTICE OF
MANDATORY COUNTERCLAIM, AND
NOTICE OF JUDICIAL FRAUD AND
CONSPIRACY TO DEPRIVE UNDER
COLOR OF LAW, AND DEMAND FOR
DISMISSAL, SANCTIONS,
RESTITUTION, AND SUMMARY
JUDGEMENT AS A MATTER OF LAW
IN FAVOR OF PURPORTED
DEFENDANT

19 ***PURPORTED DEFENDANT'S VERIFIED NOTICE OF CONDITIONAL***
20 ***ACCEPTANCE, NOTICE OF MANDATORY COUNTERCLAIM, AND NOTICE OF***
21 ***JUDICIAL FRAUD AND CONSPIRACY TO DEPRIVE UNDER COLOR OF LAW,***
22 ***AND DEMAND FOR DISMISSAL, SANCTIONS, RESTITUTION, AND SUMMARY***
23 ***JUDGEMENT AS A MATTER OF LAW IN FAVOR OF PURPORTED DEFENDANT***

24 **COMES NOW**, Purported Defendant TMKEVIN LEWIS WALKER (hereinafter
25 "Purported Defendant" and/or "Defendant" and/or "Real Party in Interest"), by
26 and through Defendant's Attorney-in-Fact, **Kevin: Walker**, who is proceeding *sui*
27 *juris, In Propria Persona*, and by *Special Limited Appearance* (NOT generally).
28 **Kevin** is a natural, *freeborn sovereign*; one of the **People** invoking common law,

1 exclusive equity, and fairness, and a **state Citizen** of California the **republic** in its **de**
2 **jure** capacity as one of the several states of the Union established in 1789. This
3 incidentally makes him a **non-citizen national/national** American of the **republic**
4 as per the **De'Jure Constitution for the United States 1777/1789**.

5 Dendant, acting through their Attorney-in-Fact, assert their **inherent**
6 **unalienable** right to **contract**, as secured by **Article I, Section 10** of the
7 **Constitution**, which states: "**No State shall... pass any Law impairing the**
8 **Obligation of Contracts,**" and thus which **prohibits** states from impairing the
9 obligation of **contracts**.

10 This clause **unequivocally** prohibits states from impairing the obligation of
11 contracts, including but not limited to, a trust and contract agreement as an
12 '**Attorney-In-Fact,**' and any private contract existing between Plaintiffs and
13 Defendants. A copy of the '**Affidavit: Power of Attorney In Fact,**' is attached hereto
14 as **Exhibit A** and incorporated herein by reference.

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

18 **I. 'Attorney-in-Fact' : Legal Authority and Recognition:**

19 An **attorney-in-fact** is a **private attorney** authorized by another to act on their
20 behalf in specific matters, as granted by a **power of attorney**. This authority can be
21 **limited to a specific act** or extend to **general business matters** that are not of a
22 legal character.

23 According to **Bouvier's Law Dictionary, Black's Law Dictionary (1st, 2nd, and 8th**
24 **editions), and the American Bar Association (ABA):**

- 25 • An **attorney-in-fact** derives their authority from a written instrument,
26 commonly referred to as a "**power of attorney.**"
- 27 • A **constituent** may lawfully delegate authority to an **attorney-in-fact** to act in
28 their place.

- 1 • This designation is distinct from an **attorney-at-law**, as it pertains to an
2 individual acting under a **special agency or letter of attorney** for particular
3 actions.
- 4 • Even individuals who are otherwise disqualified from acting in their own legal
5 capacity, such as minors or married women (historically referred to as **femes coverts**),
6 may act as an **attorney-in-fact** for others if they have the necessary understanding.

7 **Black's Law Dictionary** defines an **attorney-in-fact** as follows:

8 *"A person to whom the authority of another, who is called the constituent, is by him*
9 *lawfully delegated. The term is employed to designate persons who are under special*
10 *agency, or a special letter of attorney, so that they are appointed in factum, for the deed,*
11 *or special act to be performed; but in a more extended sense, it includes all other agents*
12 *employed in any business, or to do any act or acts in pais for another."*

13 The **American Bar Association (ABA)** further affirms that the individual named in
14 a **power of attorney** is legally referred to as an **agent** or **attorney-in-fact** and has the
15 authority to take **any action expressly permitted in the document**. The **American**
16 **Bar Association (ABA)** official website explicitly states:

17 *"The person named in a power of attorney to act on your behalf is commonly referred to*
18 *as your "agent" or "**attorney-in-fact**." With a valid power of attorney, your agent can*
19 *take **any** action permitted in the document."*

20 **II. Statutory and U.C.C. Recognition of 'Attorney-in-Fact' Authority:**

21 The authority of an attorney-in-fact is explicitly recognized in various statutory and
22 commercial codes, reinforcing its binding nature:

- 23 • **U.C.C. § 3-402**: Establishes that an authorized representative, including an
24 attorney-in-fact, can bind the principal in contractual and financial
25 transactions.
- 26 • **28 U.S.C. § 1654**: Confirms that "**parties may plead and conduct their own**
27 **cases personally or by counsel**", reinforcing the Plaintiffs' right to self-
28 representation and the use of an attorney-in-fact.

- 1 • **26 U.S.C. § 2203:** Recognizes executors, including attorneys-in-fact, in matters
2 of estate administration and tax liability.
- 3 • **26 U.S.C. § 7603:** Acknowledges that an attorney-in-fact may lawfully receive
4 and respond to IRS summonses on behalf of the principal.
- 5 • **26 U.S.C. § 6903:** Confirms that fiduciaries, including attorneys-in-fact, are
6 recognized in tax matters and are legally bound to act in their principal's best
7 interest.
- 8 • **26 U.S.C. § 6036:** Establishes that attorneys-in-fact can handle affairs related to
9 the administration of decedent estates and trust entities.
- 10 • **26 U.S.C. § 6402:** Grants attorneys-in-fact the authority to receive and
11 negotiate tax refunds and credits on behalf of the principal.

12 Defendant has clearly presented a valid "**Affidavit: Power of Attorney In**
13 **Fact**" (Exhibit A), which lawfully confers upon them the authority to act in this
14 matter. The legal principles established by the **UCC and statutory law further**
15 **reinforce the binding authority of Plaintiffs' affidavits and agreements.**

16 Defendants' assertion that a **trust cannot be represented by an attorney-in-fact**
17 **contradicts well-established statutory, commercial, and legal principles.** By
18 denying this legal reality, **Defendants engage in intentional misrepresentation**
19 **and mockery of long-standing legal doctrine, further demonstrating their lack of**
20 **credibility and bad faith in these proceedings**

21 **III. Legal Basis for Proof of Delivery via Registered Mail**

22 Under well-established legal precedent, documents sent via **Registered Mail**
23 **with return receipt requested (Form 3811)** are presumed **delivered upon**
24 **mailing**, providing strong evidentiary proof of service. Courts have
25 consistently upheld this principle, reinforcing the **Mailbox Rule**, which states
26 that a properly mailed document is presumed received by the addressee
27 unless convincingly rebutted.

28 **Key Legal Precedents Supporting Proof of Delivery**

- 1 **1. U.S. v. Bowen, 414 F.2d 1268 (3rd Cir. 1969)** – The court held that when
2 **Registered Mail is sent with return receipt requested** and the receipt is signed,
3 it constitutes **prima facie evidence of delivery**, meaning the burden shifts to the
4 recipient to prove non-receipt.
- 5 **2. Hagner v. United States, 285 U.S. 427 (1932)** – The Supreme Court ruled that
6 mailing a document via **Registered Mail creates a strong presumption of**
7 **receipt** by the intended party, further solidifying the evidentiary weight of
8 proper mailing.
- 9 **3. NLRB v. Local Union No. 103, 434 U.S. 335 (1978)** – The Court established that a
10 **return receipt provides sufficient proof of service** unless rebutted with clear
11 and convincing evidence to the contrary.
- 12 **4. Federal Rules of Evidence (FRE) Rule 301** – Under this rule, a presumption
13 exists that a properly mailed document is **received by the intended recipient**,
14 shifting the burden of proof to the recipient to disprove delivery.
- 15 **5. 39 U.S.C. § 3009** – Governs the legality and evidentiary weight of **Registered**
16 **Mail**, affirming that mailing with proof of delivery (e.g., Form 3811) is **legally**
17 **sufficient evidence of receipt**.
- 18 **6. 26 U.S.C. § 7502** – This statute explicitly states that the **date of mailing is**
19 **deemed the date of filing or receipt** when Registered Mail is used, providing
20 strong evidentiary support for the **timely delivery and legal effect** of mailed
21 documents.

22 **Application of the Mailbox Rule**

23 The **Mailbox Rule** dictates that once a document is properly addressed, stamped,
24 and deposited with the postal service, **it is presumed delivered and received by**
25 **the addressee**. Courts have repeatedly upheld this principle, ensuring that a party
26 cannot **simply deny receipt** to evade legal responsibility. When **Registered Mail**
27 **with return receipt requested** is used, the proof of mailing is further **reinforced by**
28 **the signed receipt**, making rebuttal even more difficult

1 Legal Presumption of Delivery and Evidentiary Weight

2 Based on established case law and statutory authority, **Registered Mail with return**
3 **receipt requested (Form 3811)** serves as **prima facie evidence of delivery** and
4 creates a strong presumption of receipt by the intended party. Under **U.S. v.**
5 **Bowen, Hagner v. United States, and NLRB v. Local Union No. 103**, this
6 presumption stands unless rebutted by clear and convincing evidence.
7 Furthermore, **26 U.S.C. § 7502** affirms that the date of mailing via **Registered Mail**
8 is deemed the date of filing or receipt, solidifying its evidentiary value. **Federal**
9 **Rules of Evidence Rule 301** shifts the burden to the recipient to prove non-receipt,
10 while **39 U.S.C. § 3009** reinforces the legal sufficiency of proof of delivery through
11 postal records.

12 **VII. FRAUDULENT NATURE OF ALL PURPORTED PLAINTIFF'S** 13 **ACTIONS AND CLAIMS**

- 14 8. Purported Defendant asserts and affirms that the entirety of this action by the
15 *purported* Plaintiff is predicated entirely on **fraudulent claims**.
- 16 9. The Plaintiff, who **purports** to have authority and/or standing to bring this
17 action, is in fact a Defendant in a **pre-existing** claim and legal matter and
18 purported **Plaintiff is in DEFAULT and DISHONOR**, as evidenced by the
19 '**Affidavit Certificate** of Dishonor, Non-response, **DEFAULT, JUDGEMENT, and**
20 **LIEN AUTHORIZATION**' and **LIEN AUTHORIZATION** (see Exhibit E) and as
21 also evidenced by Federal Lawsuit Case No.: **5:25-cv-00646-WLH-MAA**, filed
22 on **March 11, 2025** (see Exhibit F).

23 **IV. Plaintiff's Presumption of Dishonor under U.C.C. § 3-505 and** 24 **Evidence Proving Plaintiff's Dishonor**

- 25 1. The failure of Plaintiff and/or *Does 1-100 inclusive* to rebut or provide any valid
26 evidence of their performance is further confirmed by the, '**AFFIDAVIT**
27 **CERTIFICATE of DISHONOR, NON-RESPONSE, DEFAULT, JUDGEMENT, and**
28 **LIEN AUTHORIZATION**' /Self-Executing Contract Security Agreement (See

1 Exhibit E), which is **duly notarized** and complies with the requirements of
2 U.C.C. § 3-505.

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

11 (2) A purported stamp or writing of the drawee, payor bank, or presenting
12 bank on or accompanying the instrument stating that acceptance or payment
13 has been refused unless reasons for the refusal are stated and the reasons are
14 not 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
17 of 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
20 oaths 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
22 instrument and certify either that presentment has been made or, if not made,
23 the reason why it was not made, and that the instrument has been
24 dishonored by nonacceptance or nonpayment. The protest may also certify
25 that notice of dishonor has been given to some or all parties.

- 26 3. The **notarized** 'AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE,
27 DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION"/Self-Executing
28 Contract Security Agreement (Exhibit H), complies with these requirements and

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

4 4. Plaintiff **has not** submitted any evidence to contradict or rebut the statements
5 made in the **affidavits**. As a result, the facts set forth in the affidavits are deemed
6 true and uncontested. *Additionally*, the **California Evidence Code § 664** and
7 related case law support the *presumption* that official duties have been regularly
8 performed, and *unrebutted* affidavits stand as **Truth**.

9 5. Plaintiff may **not** argue, controvert, or otherwise protest the finality of the
10 **administrative findings** established through the *unrebutted* affidavits. As per
11 established legal **principles**, once an **affidavit** is submitted and not rebutted, **its**
12 **content is accepted as true**, and **Plaintiff and Does-100 inclusive is/are barred**
13 from contesting these findings in subsequent processes, **whether administrative**
14 **or judicial**.

15 **X. Constitutional and State Protections for *Private Rights***

16 The Purported Defendant asserts that their **private, secured rights** are protected by
17 the **United States Constitution**, the **Bill of Rights**, the **common law**, and **exclusive**
18 **equity jurisdiction**, which together govern the individual's ability to contract
19 freely, maintain dominion over private property, and be free from arbitrary
20 interference by the State or its agents.

21 The following legal authorities support the Defendant's position:

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

1 *"This Constitution, and the Laws of the United States which shall be made in Pursuance*
2 *thereof; and all Treaties made... shall be the **supreme Law of the Land**; and the Judges*
3 *in every State shall be **bound** thereby, any Thing in the Constitution or Laws of any*
4 *State to the Contrary notwithstanding."*

5 As such, federal constitutional protections *override* any conflicting state laws, rules,
6 or ordinances. State Courts, officers, and agents are **bound** to uphold the federal
7 Constitution as the **highest law of the land**. This authority, however, is limited to
8 acts made **in pursuance of the Constitution** – federal or state laws or actions
9 outside of constitutional limits are **null and void**.

10 **VII. California State Constitution – Parallel Protections**

11 Under the **California Constitution**, Article I – Declaration of Rights, the
12 Defendant's rights are similarly preserved:

- 13 • **Section 1:** *"All people are by nature free and independent and have inalienable*
14 *rights. Among these are enjoying and defending life and liberty, acquiring,*
15 *possessing, and protecting property, and pursuing and obtaining safety, happiness,*
16 *and privacy."*
- 17 • **Section 7:** *"A person may not be deprived of life, liberty, or property without due*
18 *process of law..."*
- 19 • **Section 13:** *"The right of the people to be secure in their persons, houses,*
20 *papers, and effects against unreasonable seizures and searches may not be*
21 *violated..."*

22 These provisions reiterate that the Defendant's private rights are secured not only
23 by the federal Constitution but also by the **organic law of California**, which exists
24 in harmony with and subordinate to the supreme law of the United States.

25 **VIII. NOTICE OF CONDITIONAL ACCEPTANCE**

26 This NOTICE OF **CONDITIONAL ACCEPTANCE** is issued in response to the
27 **fraudulent** charges filed against the purported Defendant in the document
28 **received March 25, 2025**, but dated March 14, 2025. The purported Defendant

1 **conditionally accepts** the legitimacy of this **unsigned, defective, *alleged*** complaint,
2 **and fraudulent and retaliatory “charges” upon evidence and proof of claim and**
3 **evidence and proof of the following** from the *purported* Plaintiff:

- 4 1. **Upon evidence and proof from the purported Plaintiff** of the existence of a
5 **valid corpus delicti**, i.e., a demonstrable injury to person or property,
6 committed by the purported Defendant, **and a verified** complaint from an
7 **actual injured party** having **firsthand knowledge, sworn under penalty of**
8 **perjury.**
- 9 2. **Upon evidence and proof from the purported Plaintiff that the government,**
10 **agency, or officer can lawfully appear as an “injured party”** in a private legal
11 controversy, despite the long-settled principle that **a fictitious entity or political**
12 **subdivision cannot be a “party of interest” or suffer injury in fact *without a***
13 **living, natural man or woman asserting a *verified* claim.**
- 14 3. **Upon evidence and proof from the purported Plaintiff that the stop was**
15 conducted *with probable cause* and **NOT in violation of constitutional**
16 **protections under the Fourth, Fifth, and Fourteenth Amendments, as**
17 **evidenced by Verified Commercial Affidavit #RF775820621US,**
18 **#RF775821088US, #RF775822582US , and #RF775823645US.** Copy of said
19 Verified Commercial Affidavits are attached as **Exhibits B, C, D, and E**
20 respectively, and incorporated herein by reference.
- 21 4. **Upon evidence and proof from the purported Plaintiff that the “peace officer”**
22 had **constitutional and lawful authority** to demand a **driver’s license**, despite
23 the fact that the Purported Defendant was **NOT engaged in commercial activity**
24 and was traveling in a **private automobile and transport clearly marked as**
25 **such: “PRIVATE”.**
- 26 5. **Upon evidence and proof from the purported Plaintiff that the fabricated**
27 **“charges” filed on March 14, 2025 with a was NOT a retaliatory action, filed in**
28 **bad faith, just days after Federal Lawsuit Case No.: 5:25-cv-00646-WLH-MAA**

1 was initiated on **March 11, 2025** against the same alleged “peace officer,”
2 Gregory Eastwood and/or Robert Bowman. A copy of the Federal Lawsuit, with
3 affirmed violations under color of law and of **42 U.S.C. § 1983 and 18 U.S.C. §**
4 **242**, as well as other federal violations, is attached as **Exhibit F** and incorporated
5 herein by reference.

- 6 **6. Upon evidence and proof from the purported Plaintiff** that the “charges” are
7 **NOT** in violation of **18 U.S.C. §§ 241-242**, concerning conspiracy and
8 deprivation of rights under color of law.
- 9 **7. Upon evidence and proof from the purported Plaintiff** that the 'charges' and
10 related enforcement actions are not a form of commercial fraud, securities fraud,
11 or bank fraud in violation of **18 U.S.C. § 1344**, wherein negotiable instruments
12 and personal identifying information are used without consent, disclosure, or
13 lawful authority to generate revenue or initiate unauthorized financial
14 transactions.
- 15 **8. Upon evidence and proof from the purported Plaintiff** that the initiation,
16 enforcement, and perpetuation of the fabricated 'charges' are not part of a
17 pattern of racketeering activity in violation of the **Racketeer Influenced and**
18 **Corrupt Organizations Act (RICO)**, **18 U.S.C. §§ 1961-1968**, involving mail
19 fraud, wire fraud, extortion, conspiracy, and the deprivation of rights under
20 color of law.
- 21 **9. Upon evidence and proof from the purported Plaintiff** that the 'charges' were
22 not made or enforced under false pretenses, constructive fraud, or fraudulent
23 inducement – wherein a legal obligation was presumed without full disclosure,
24 valid contract, or lawful authority – contrary to established principles of equity,
25 contract law, and the Constitution
- 26 **10. Upon evidence and proof from the purported Plaintiff** that the enforcement of
27 these 'charges' is not an act of extortion under **18 U.S.C. § 1951 (Hobbs Act)**,
28 particularly targeting a private, peaceful national under threat, duress, or

1 coercion, and without jurisdictional or lawful authority to compel performance
2 or payment.

3 **11. Upon evidence and proof from the purported Plaintiff** that the fabricated
4 'charges' and all acts of enforcement thereunder do not violate **18 U.S.C. § 112**,
5 which prohibits threats, coercion, intimidation, or obstruction against
6 internationally protected persons or official guests, and further that the
7 Defendant is not acting in a private foreign capacity with protected status under
8 international law or treaty

9 **12. Upon evidence and proof from the purported Plaintiff** that the use of mailing
10 systems, citations, or instruments in the matter at hand does not constitute mail
11 fraud in violation of **18 U.S.C. § 1341**, or the unlawful use of government
12 channels to deliver unconscionable or fraudulent offers disguised as legal
13 obligations.

14 **13. Upon evidence and proof from the purported Plaintiff** that the
15 instruments involved have not been converted, securitized, monetized, or
16 used as collateral in a manner constituting securities fraud or unlawful
17 conversion of bonded energy under **15 U.S.C. §§ 78j(b) and 77q**, or related
18 statutory violations

19 **14. Upon evidence and proof from the purported Plaintiff** that the use of the
20 Defendant's legal name or identifying information does not amount to unlawful
21 impersonation, identity theft, or misrepresentation under **18 U.S.C. § 1028**, and
22 that no presumption of corporate personhood has been fraudulently assigned to
23 a living man or woman without consent.

24 **15. Upon evidence and proof from the purported Plaintiff** that the alleged
25 requirement to provide a "driver's license" is **applicable** to the Defendant even
26 when no crime was being committed, **and the stop itself was lawful.**

27 **16. Upon evidence and proof from purported Plaintiff** that the CITATION/
28 INSTRUMENT/OFFER #[TE464702](#) was accepted intentionally, *willfully*, and

- 1 and indorsed, and not done so under threat, duress, and/or coercion, and with
2 full and complete disclosure, and lawful authority.
- 3 17. **Upon evidence and proof from the purported Plaintiff** that the **California**
4 **Vehicle Code § 260** lawfully applies to **private** “automobiles” and explicitly
5 requires their registration, notwithstanding the clear distinction made between
6 **private** and *commercial* vehicles in the code itself.
- 7 18. **Upon evidence and proof from the purported Plaintiff** that anything allegedly
8 obtained during the **unconstitutional and unlawful** stop was not the **fruit of a**
9 **poisonous tree**, as admitted by the peace officer Gregory Eastwood in the
10 *unrbutted affidavits* (See Exhibits B, C, D, and E).
- 11 19. **Upon evidence and proof from the purported Plaintiff** that Exhibits B, C, D, and E
12 and do NOT serve as *prima facie evidence* of fraud, coercion, extortion, kidnapping,
13 torture, identity theft, false pretenses, bank fraud, treason, and deprivation of rights
14 under color of law by Purported Plaintiff and/or Gregory Eastwood and/or Robert
15 Bowman and/or Nicholas Gruwell and/or Joseph Sinz and/or Chad Bianco.
- 16 20. **Upon evidence and proof from the purported Plaintiff** that the **18 U.S. Code §**
17 **31(6)** includes private “automobiles” within its definition of “motor vehicle,”
18 contrary to its express limitation to vehicles used for **commercial** purposes.
- 19 21. **Upon evidence and proof from the purported Plaintiff** that it is **NOT** a
20 fundamental **Right** to travel, and it is **factually** and actually a privilege, and
21 NOT a gift granted by the Supreme Creator and restated by our founding
22 fathers as *Unalienable* and cannot be taken by any Man / Government made
23 Law or color of law known as a private “Code” (secret) or a “Statute.
- 24 22. **Upon evidence and proof from the purported Plaintiff** demonstrating the
25 issuing authority’s jurisdiction to impose statutory obligations upon **private**
26 individuals utilizing **private automobiles** for personal purposes.
- 27 23. **Upon evidence and proof from the purported Plaintiff** that the living man,
28 natural freeborn sovereign, state Citizen: Californian, national/ non-citizen

1 national, **Kevin: Walker**, *sui juris*, does **NOT** possess the *unalienable* inherent,
2 unalienable **right** to travel in His private automobile/private transport, free of
3 harassment, trespass, restrictions, and/or encumbrances.

4 **24. Upon evidence and proof from the purported Plaintiff** that, it is **NOT** well
5 **established law** that the **highways** of the State **are public property**, and **their**
6 **primary and preferred use is for private purposes**, and that their use for
7 purposes of gain is special and extraordinary which, generally at least, the
8 legislature may prohibit or condition as it sees fit." See, [Stephenson vs. Rinford,](#)
9 [287 US 251; Pachard vs Banton, 264 US 140, and cases cited; Frost and F.](#)
10 [Trucking Co. vs. Railroad Commission, 271 US 592; Railroad commission vs.](#)
11 [Inter-City Forwarding Co., 57 SW.2d 290; Parlett Cooperative vs. Tidewater](#)
12 [Lines, 164 A. 313.](#)

13 **25. Upon evidence and proof from the purported Plaintiff** that, a vehicle **NOT**
14 used for **commercial** activity is **NOT** a "consumer good , and ...it IS a type of
15 vehicle **required** to be registered and "use tax" paid of which the tab is evidence
16 of receipt of the tax. See, [Bank of Boston vs Jones, 4 UCC Rep. Serv. 1021, 236](#)
17 [A2d 484, UCC PP 9-109.14.](#)

18 **26. Upon evidence and proof from the purported Plaintiff** that, the entirety of this
19 transaction does not constitute a "**commercial**" matter under applicable law.

20 **27. Upon evidence and proof from purported Plaintiff** that, 'the claim and exercise
21 of a constitutional **right** CAN be converted into a crime.' See, [Miller v. U.S., 230](#)
22 [F 2d 486, 489.](#)

23 **28. Upon evidence and proof from the purported Plaintiff** that, One does **NOT**
24 have constitutional **right** to use and enjoyment of his property." See, [Simpson v.](#)
25 [Los Angeles \(1935\), 4 C.2d 60, 47 P.2d 474.](#)

26 **29. Upon evidence and proof from the purported Plaintiff** that **private men and**
27 **women** are required to give up their **right** to "travel," for the purported
28 "benefit" and privilege of "driving" a "motor vehicle."

- 1 30. **Upon evidence and proof from the purported Plaintiff** that [28 U.S. Code §](#)
2 [3002\(15\) - Definitions](#) does **NOT** stipulate, “United States” means – (A) a Federal
3 [corporation](#); (B) an agency, department, commission, board, or other entity of
4 the United States; or (C) an instrumentality of the United States.
- 5 31. **Upon evidence and proof from the purported Plaintiff** that, [8 U.S. Code](#)
6 [1101\(a\)\(22\) - Definition](#), does **NOT** expressly stipulates, “ (22)The term
7 “**national** of the United States” means (A) a citizen of the United States, or (B) a
8 person who, though **not** a citizen of the United States, owes permanent
9 allegiance to the United States.
- 10 32. **Upon evidence and proof from the purported Plaintiff** that, the individual
11 may **NOT** stand upon his **constitutional rights** as a citizen. He is NOT entitled
12 to carry on his **private** business in his own way. **His power to contract is NOT**
13 **unlimited**. He owes such duty [to submit his books and papers for an
14 examination] to the State, and upon proof that his rights are NOT such as
15 existed by the law of the land [Common Law] **long antecedent to the**
16 **organization of the State**, and CAN be taken from him without due process of
17 law, or in accordance with the Constitution. NOT among his **rights** are a **refusal**
18 **to incriminate himself**, and the **immunity of himself and his property from**
19 **arrest or seizure except under a warrant of the law**, and upon proof that he
20 owes the public even though does not trespass upon their rights. See, [Hale v.](#)
21 [Henkel, 201 U.S. 43 at 47 \(1905\)](#).
- 22 33. **Upon evidence and proof from the purported Plaintiff** that, all laws which are
23 repugnant to the Constitution are **NOT null and void**. See, [Chief Justice](#)
24 [Marshall, Marbury vs Madison, 5, U.S. \(Cranch\) 137, 174, 176 \(1803\)](#).
- 25 34. **Upon evidence and proof from the purported Plaintiff** that the for Hire”
26 DRIVER’S LICENSE CONTRACT and AGREEMENT BOND #B6735991
27 **was NOT CANCELED**, TERMINATED, REVOKED, and **LIQUIDATED**,
28 ACCEPTED FOR VALUE AND EXEMPT FROM LEVY, FOR RELEASE,

1 CREDIT, AND DEPOSIT TO **PRIVATE** POST REGISTERED, with the U.S.
2 Treasury, with the retaining full control and access to all respective right,
3 interest, titles, and credits, as evidenced by the contract security agreement
4 and affidavit titled, 'AFFIDAVIT RIGHT TO TRAVEL CANCELLATION,
5 TERMINATION, AND REVOCATION of COMMERCIAL "For Hire"
6 DRIVER'S LICENSE CONTRACT and AGREEMENT. LICENSE/BOND #
7 B6735991. A true and correct copy attached hereto as **Exhibit G** and
8 incorporated herein by reference.

9 **35. Upon evidence and proof from purported Plaintiff** that it was **NOT** noted in
10 *Land v. Dollar*, 338 US 731 (1947), "that when the government entered into a
11 **commercial** field of activity, it **left immunity behind.**" This principle is further
12 affirmed in *Brady v. Roosevelt*, 317 U.S. 575 (1943); *FHA v. Burr*, 309 U.S. 242
13 (1940); and *Kiefer v. RFC*, 306 U.S. 381 (1939).

14 **36. Upon evidence and proof from purported Plaintiff** that it was **NOT**
15 established under the Clearfield Doctrine, as articulated in *Clearfield Trust Co. v.*
16 *United States*, 318 U.S. 363 (1943), that when the government engages in
17 commercial or proprietary activities, it sheds its sovereignty and is subject to the
18 same rules and liabilities as any **private** corporation.

19 **37. Upon evidence and proof from purported Plaintiff** that these matters have not
20 already been settled under **res judicata**, **stare decisis**, and **collateral estoppel**, as
21 **evidenced** by Exhibits B, C, D, and E.

22 **IX. EVIDENCE OF FRAUD, EXTORTION, AND CONSPIRACY TO**
23 **DEPRIVE RIGHTS**

24 These fraudulent 'charges' are further evidenced as act of **judicial fraud, extortion,**
25 **coercion, and conspiracy to deprive under color of law**, as evidenced in the **four**
26 **(4) Unrebutted Affidavits and Contract and Security Agreements** (Exhibits B, C,
27 D, and E) that have been lawfully executed and remain **unrebutted**. These
28 affidavits serve as **prima facie evidence** of:

- 1 • **Fraudulent and Retaliatory Prosecution** – The charge was filed **immediately**
2 **after Federal Lawsuit** Case #5:25-cv-00646-WLH-MAA (Exhibit F),
3 evidencing intent to **intimidate, retaliate, and coerce** under false pretenses.
- 4 • **False Pretenses and Unlawful Detainment** – The stop itself was
5 **unconstitutional and illegal**, making all evidence obtained **fruit of the**
6 **poisonous tree** (*Wong Sun v. United States*, 371 U.S. 471 (1963)).
- 7 • **Kidnapping and Torture Under Color of Law** – The unlawful seizure and
8 detainment constitute **kidnapping**, while any coercion, intimidation, or
9 mistreatment while in custody **constitutes torture** under federal and
10 international law.
- 11 • **Criminal Extortion and Abuse of Process** – The use of fraudulent charges to
12 compel compliance **constitutes extortion** under **18 U.S.C. § 1951** and **fraud**
13 **upon the court** (*Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238
14 (1944)).

15 Since these **affidavits** remain **unrebutted**, their contents must be accepted as **truth**
16 **and judgment in commerce and law**. Any continued action in reliance on
17 **fraudulent claims is malicious prosecution and subject to immediate legal**
18 **consequences**.

19 //

20 **X. Final Declaration and Legal Consequences of Non-Response**

21 Absent **verified and admissible proof** of all the claims and points of law outlined
22 above – **within three (3) days** of receipt of this Verified Notice and Demand – **it**
23 **shall stand as a matter of fact and law that:**

- 24 1. The purported Plaintiff is in **default and dishonor**;
- 25 2. The purported Plaintiff has **failed to rebut material facts** and lawful
26 objections made herein;
- 27 3. The purported Plaintiff has **admitted to all allegations by silence,**
28 **acquiescence, and failure to provide proof of claim; and**

1 4. This Verified Notice and Demand shall constitute *prima facie evidence of*
2 **criminal acts and malfeasance under color of law**, committed by the
3 purported Plaintiff and any agents or officers in concert with said party.

4 The following crimes and violations are therefore **established on the record by**
5 **estoppel and admission** through non-response:

- 6 • **Fraud (Common Law and Commercial)**
- 7 • **Constructive Fraud and False Pretenses**
- 8 • **Conspiracy to Deprive Rights Under Color of Law (18 U.S.C. § 241)**
- 9 • **Deprivation of Rights Under Color of Law (18 U.S.C. § 242)**
- 10 • **Extortion and Coercion (18 U.S.C. § 1951)**
- 11 • **Malicious Prosecution and Abuse of Process**
- 12 • **Mail Fraud and Wire Fraud (18 U.S.C. §§ 1341 & 1343)**
- 13 • **Securities Fraud and Misuse of Negotiable Instruments (15 U.S.C. §§ 78j(b),**
14 **77q)**
- 15 • **Kidnapping and Unlawful Seizure (18 U.S.C. § 1201)**
- 16 • **Torture and Cruel Treatment Under Color of Authority**
- 17 • **Violation of International and Constitutional Protections of Peaceful**
18 **Nationals**
- 19 • **Violation of 18 U.S.C. § 112 - Protection of Foreign Officials and Guests**
- 20 • **Violation of the Fourth, Fifth, Ninth, Tenth, and Fourteenth Amendments**
21 **to the U.S. Constitution**

22 **Accordingly, any continued attempt to prosecute or enforce the subject**
23 **matter of these fraudulent ‘charges’ – absent the evidence and proof**
24 **demanded herein – shall constitute willful participation in a criminal**
25 **conspiracy and open all parties involved to personal liability, both civil**
26 **and criminal.**

27 **Let the record reflect: Silence is acquiescence. Silence is agreement. Silence is**
28 **dishonor**

1 **XI. DEMAND FOR DISMISSAL, SANCTIONS, AND**
2 **RESTITUTION**

3 Given the fraudulent nature of this action, the following remedies are demanded:

- 4 • **Immediate Dismissal With Prejudice** – These charges are **void and**
5 **unenforceable**, and any continued prosecution constitutes **malicious**
6 **prosecution and judicial fraud**.
- 7 • **Sanctions Against Responsible Parties** – All individuals responsible for
8 these fraudulent charges must face **civil and criminal sanctions** for their role
9 in violating constitutional rights.
- 10 • **Restitution and Compensation for Damages** – Full financial restitution
11 is demanded for **damages suffered**, including legal fees, **emotional**
12 **distress**, injury and harm resulting from the fraudulent “charges,” in
13 the amount **no less than One Hundred Million Dollars**
14 **(\$100,000,000.00)**.
- 15 • **Reasonable Attorney’s Fees and Costs** – Reimbursement of
16 reasonable attorney’s fees totaling the sum of **One Million Dollars**
17 **(\$1,000,000.00)**
- 18 • **Referral for Federal Investigation** – This matter must be referred to the **U.S.**
19 **Department of Justice and appropriate oversight agencies** for violations of
20 no less than **18 U.S.C. §§ 241-242**.

21 **XII. ‘SPECIAL DEPOSIT’ and ‘Full Faith and Credit’: 31 U.S. Code §**
22 **5312 and U.C.C. § 3-104**

23 This notarized and indorsed VERIFIED NOTICE AND DEMAND/NEGOTIABLE
24 INSTRUMENT serves as a BOND, SPECIAL DEPOSIT, and/or MONETARY
25 INSTRUMENT, as defined by 31 U.S. Code § 5312 and U.C.C. § 3-104, and is further
26 supplemented by the Defendant’s ‘full faith and credit’ as stipulated by the
27 Constitution. This BOND also satisfies the procedural and substantive requirements
28 of Rule 67 of the Federal Rules of Civil Procedure. Exclusive equity supports this

1 claim, ensuring that no competing claims may infringe upon the Defendant's
2 established rights to this bond or any others, and said instruments shall be reported
3 on IRS Forms 1099-A, 1099-OID, and/or 1099-B, with Plaintiff(s) evidenced as the
4 CREDITOR(S)..

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

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

21 **XIV. A MOTION is a Request; A DEMAND Asserts a Right**

22 The Court must recognize and honor the **critical legal distinction** between a
23 **motion** and a **demand**:

- 24 1. A **motion** is a **request** made to the Court, subject to its discretion and judicial
25 interpretation.
- 26 2. A **demand**, by contrast, is the **assertion of an established right** under
27 statutory, constitutional, or equitable law – requiring the Court to **act in**
28 **accordance with law**, not discretion.

1 **XV. LEGAL NOTICE AND RESERVATION OF RIGHTS**

2 This notice is made **with full reservation of rights under UCC 1-308**, and any
3 further attempts to pursue this fraudulent charge **will result in legal action** for
4 fraud, conspiracy, and deprivation of rights Whereas a motion asks for permission, a
5 demand invokes authority. The Court is not at liberty to ignore a demand grounded
6 in unalienable rights and lawfully established protections.

7 //

8 **LIST OF EXHIBITS / EVIDENCE:**

- 9 1. **Exhibit A: Affidavit: Power of Attorney In Fact'**
- 10 2. **E Exhibit B: Affidavit and Contract Security Agreement #RF775820621US, titled:**
11 **NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING,**
12 **CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,**
13 **IDENTITY THEFT, EXTORTION, COERCION, TREASON.**
- 14 3. **Exhibit C: Affidavit and Contract Security Agreement #RF775821088US, titled:**
15 **NOTICE OF DEFAULT, and FRAUD, RACKETEERING, CONSPIRACY,**
16 **DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT,**
17 **EXTORTION, COERCION, TREASON**
- 18 4. **Exhibit D: Affidavit and Contract Security Agreement #RF775822582US, titled:**
19 **NOTICE OF DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF**
20 **FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS**
21 **UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION,**
22 **KIDNAPPING.**
- 23 5. **Exhibit E: Affidavit and Contract Security Agreement #RF775823645US, titled:**
24 **Affidavit Certificate of Dishonor, Non-response, DEFAULT, JUDGEMENT, and**
25 **LIEN AUTHORIZATION.**
- 26 6. **Exhibit F: VERIFIED COMPLAINT FOR FRAUD, BREACH OF CONTRACT,**
27 **THEFT, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,**
28 **CONSPIRACY, RACKETEERING, KIDNAPPING, TORTURE, and SUMMARY**

1 JUDGEMENT AS A MATTER OF LAW. Filed **March 11, 2025**.

2 7. **Exhibit G:** AFFIDAVIT RIGHT TO TRAVEL CANCELLATION, TERMINATION,
3 AND REVOCATION of COMMERCIAL “For Hire” DRIVER’S LICENSE
4 CONTRACT and AGREEMENT. LICENSE/BOND # B6735991.

5 8. **Exhibit H:** Hold Harmless Agreement.

6 9. **Exhibit I:** Private UCC Contract Trust/UCC1 filing #**2024385925-4**.

7 10. **Exhibit J:** TMKEVIN LEWIS WALKER© Trademark and Copyright Agreement.

8 11. **Exhibit K:** AFFIDAVIT OF TAX-EXEMPT FOREIGN STATUS.

9 12. **Exhibit L:** AFFIDAVIT: Resolution, Revocation, and Termination of Franchise.

10 13. **Exhibit M:** Copy of *Fraudulent* NOTICE titled, ‘MISDEMEANOR COMPLAINT
11 & NOTICE TO APPEAR’. — Dated 03/14/2025 and received 03/25/2025.

12 //

13 **WORDS DEFINED GLOSSARY OF TERMS:**

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

- 16 1. **Attorney-in-fact:** A private attorney authorized by another to act in his place and stead, either for some
17 particular purpose, as to do a particular act, or for the transaction of business in general, not of a legal
18 character. This authority is conferred by an instrument in writing, called a "letter of attorney," or more
19 commonly a "power of attorney." A person to whom the authority of another, who is called the
20 constituent , is by him lawfully delegated. The term is employed to designate persons who are under
21 special agency, or a special letter of attorney, so that they are appointed in *factum*, for the deed, or
22 special act to be performed; but in a more extended sense it includes all other agents employed in any
23 business, or to do any act or acts in pais for another. Bacon, Abr. Attorney; Story, Ag. § 25. All persons
24 who are capable of acting for themselves, and even those who are disqualified from acting in their own
25 capacity, if they have sufficient understanding, as infants of proper age, and femes coverts, may act as
26 attorney of other. The person named in a power of attorney to act on your behalf is commonly referred
27 to as your "agent" or "attorney-in-fact." With a valid power of attorney, your agent can take any action
28 permitted in the document. — See Bouvier’s Law Dictionary, volumes 1,2, and 3, page 282, Blacks Law

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

3 2. **Attorney:** Strictly, one who is designated to transact business for another; a legal agent. —
4 Also termed attorney-in-fact; private attorney. 2. A person who practices law; LAWYER. Also
5 termed (in sense 2) attorney-at-law; public attorney. A person who is appointed by another
6 and has authority to act on behalf of another. *See also* POWER OF ATTORNEY. *See*, Black's
7 Law Dictionary 8th Edition, pages 392-393, Oxford Dictionary or Law, 5th Edition, page 38,
8 American Bar Association's website.

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

24 4. **individual:** As a noun, this term denotes a single **person** as distinguished from a group or
25 class, and also, very commonly, a private or natural person as distinguished from a
26 partnership, corporation, or association; but it is said that this restrictive signification is not
27 necessarily inherent in the word, and that it **may**, in proper cases, include **artificial persons**.
28 As an adjective: Existing as an indivisible entity. Of or relating to a single person or thing, as

1 opposed to a group.— See Black’s Law Dictionary 4th, 7th, and 8th Edition pages 913, 777,
2 and 2263 respectively.

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

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

- 1 purpose of such an institution. — See, UCC 1-201, 4-105, 12 U.S. Code § 221a, Black’s Law
2 Dictionary 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117, 183-184, 139-140, and 437-439.
- 3 7. **discharge:** To cancel or unloose the obligation of a contract; to make an agreement or contract
4 null and inoperative. Its principal species are rescission, release, accord and satisfaction,
5 performance, judgement, composition, bankruptcy, merger. As applied to demands claims,
6 right of action, incumbrances, etc., to discharge the debt or claim is to extinguish it, to annul
7 its obligatory force, to satisfy it. And here also the term is generic; thus a dent , a mortgage. As
8 a noun, the word means the act or instrument by which the binding force of a contract is
9 terminated, irrespective of whether the contract is carried out to the full extent contemplated
10 (in which case the discharge is the result of performance) or is broken off before complete
11 execution. See, Blacks Law Dictionary 1st, page.
- 12 8. **pay:** To *discharge* a debt; to deliver to a creditor the value of a debt, either in money or in
13 goods, for his acceptance. To pay is to deliver to a creditor the value of a debt, either in money
14 or In goods, for his acceptance, by which the debt is discharged. See Blacks Law Dictionary
15 1st, 2nd, and 3rd edition, pages 880, 883, and 1339 respectively.
- 16 9. **payment:** The performance of a duty, promise, or obligation, or discharge of a debt or liability.
17 by the delivery of money or other value. Also the money or thing so delivered. Performance of
18 an obligation by the delivery of money or some other valuable thing accepted in partial or full
19 discharge of the obligation. [Cases: Payment 1. C.J.S. Payment § 2.] 2. The money or other
20 valuable thing so delivered in satisfaction of an obligation. See Blacks Law Dictionary 1st and
21 8th edition, pages 880-811 and 3576-3577, respectively.
- 22 10. **may:** An auxiliary verb qualifying the meaning of another verb by expressing ability,
23 competency, liberty, permission, probability or contingency. — Regardless of the instrument,
24 however, whether constitution, statute, deed, contract or whatnot, **courts not infrequently**
25 **construe "may" as "shall" or "must".** — See Black’s :aw Dictionary, 4th Edition page 1131.
- 26 11. **extortion:** The term “**extortion**” means the obtaining of property from another, **with his consent,**
27 **induced by wrongful use of actual or threatened force, violence, or fear, or under color of official**
28 **right.** — See 18 U.S. Code § 1951 - Interference with commerce by threats or violence.

- 1 12. **national:** “foreign government”, “foreign official”, “internationally protected person”,
2 “international organization”, “national of the United States”, “official guest,” and/or “non-
3 citizen national.” **They all have the same meaning.** See Title 18 U.S. Code § 112 - Protection of
4 foreign officials, official guests, and internationally protected persons.
- 5 13. **United States:** For the purposes of this Affidavit, the terms "United States" and "U.S." *mean*
6 *only the Federal Legislative Democracy of the District of Columbia, Puerto Rico, U.S. Virgin Islands,*
7 *Guam, American Samoa, and any other Territory within the "United States," which entity has*
8 *its origin and jurisdiction from Article 1, Section 8, Clause 17-18 and Article IV, Section 3,*
9 *Clause 2 of the Constitution for the United States of America. The terms "United States" and*
10 *"U.S." are NOT to be construed to mean or include the sovereign, united 50 states of America.*
- 11 14. **fraud:** deceitful practice or Willful device, resorted to with intent to deprive another of his
12 right, or in some manner to do him an injury. As distinguished from negligence, it is always
13 positive, intentional. as applied to contracts is the cause of an error bearing on material part of
14 the contract, created or continued by artifice, with design to obtain some unjust advantage to
15 the one party, or to cause an inconvenience or loss to the other. in the sense of court of equity,
16 properly includes all acts, omissions, and concealments which involved a breach of legal or
17 equitable duty, trust, or confidence justly reposed, and are injurious to another, or by which an
18 undue and unconscientious advantage is taken of another. See Black’s Law Dictionary, 1st and
19 2nd Edition, pages 521-522 and 517 respectively.
- 20 15. **color:** appearance, semblance. or simulacrum, as distinguished from that which is real. A
21 prima facie or apparent right. Hence, a deceptive appearance; a plausible, assumed exterior,
22 concealing a lack of reality; a a disguise or pretext. See, Black’s Law Dictionary 1st Edition,
23 page 222.
- 24 16. **colorable:** That which is in appearance only, and not in reality, what it purports to be. See,
25 Black’s Law Dictionary 1st Edition, page 2223
- 26 //
27 //
28 //

COMMERCIAL OATH AND VERIFICATION:

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

5 I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding
6 in good faith being of sound mind states that the facts contained herein are true,
7 correct, complete and not misleading to the best of Affiant's knowledge and belief
8 under penalty of International Commercial Law and state this to be HIS Affidavit of
9 Truth regarding same signed and sealed this 26TH day of MARCH in the year of
10 Our Lord two thousand and twenty five:

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


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

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

21 *sui juris, By Special Limited Appearance,*
22 **All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.**

23 By: 
24 **Donnabelle Mortel (WITNESS)**

25 *sui juris, By Special Limited Appearance,*
26 **All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.**

27 By: 
28 **Corey Walker (WITNESS)**

//

PROOF OF SERVICE

STATE OF CALIFORNIA)

) ss.

COUNTY OF RIVERSIDE)

I competent, over the age of eighteen years, and not a party to the within action. My mailing address is the Walkernova Group, care of: 30650 Rancho California Road suite 406-251, Temecula, California [92591]. On or before **March 26, 2025**, I served the within documents:

1. ***PURPORTED DEFENDANT'S VERIFIED NOTICE OF CONDITIONAL ACCEPTANCE, NOTICE OF MANDATORY COUNTERCLAIM, AND NOTICE OF JUDICIAL FRAUD AND CONSPIRACY TO DEPRIVE UNDER COLOR OF LAW, AND DEMAND FOR DISMISSAL, SANCTIONS, RESTITUTION, AND SUMMARY JUDGEMENT AS A MATTER OF LAW IN FAVOR OF PURPORTED DEFENDANT.***

2. ***Exhibits A through M.***

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

Wesley Hsu
C/o HONORABLE WESLEY HSU
350 West 1st Street, Courtroom 9B, 9th Floor
Los Angeles, California [90012]
Registered Mail #RF775824230US

Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt,
Robert Gell, Joseph Sinz, Nicholas O Gruwell,
C/o MENIFEE JUSTICE CENTER
30755 Auld Road - D

1 Murrieta, California [92563]
2 **Registered Mail #RF775824226US**

3 Pam Bondi
4 C/o U.S. DEPARTMENT OF JUSTICE
5 950 Pennsylvania Avenue
6 Washington, District of Columbia [20530-0001]
7 **Registered Mail #RF775824243US**

8 Kash Patel
9 C/o FBI Headquarters
10 935 Pennsylvania Avenue, North West
11 Washington, District of Columbia [20535-0001]
12 **Registered Mail #RF775824257US**

13 Michael Hestrin and Miranda Thomson
14 C/o OFFICE OF THE DISTRICT ATTORNEY
15 3960 Orange Street
16 Riverside, California [92501]
17 **Registered Mail #RF775824265US**

18 Rob Bonta
19 C/o OFFICE OF THE ATTORNEY GENERAL
20 1300 "I" Street
21 Sacramento, California [95814-2919]
22 **Registered Mail #RF775824274US**

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

27 Wesley Hsu
28 C/o HONORABLE WESLEY HSU
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I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 26, 2025 in Riverside County, California.

/s/Donnabelle Mortel/
Donnabelle Mortel

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NOTICE:

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

ACKNOWLEDGEMENT:

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State of California)

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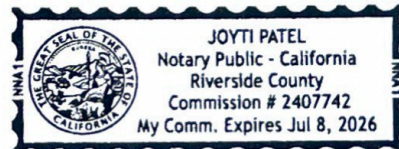
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

County of Riverside)

On this 26th day of March, 2025, before me, Joyti Patel, a Notary Public, personally appeared Kevin Walker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Joyti Patel (Seal)