

-Exhibit A-

TRUTH AFFIDAVIT

IN THE NATURE OF SUPPLEMENTAL
RULES FOR ADMINISTRATIVE AND MARITIME CLAIMS RULES C(6)

Grant of Exclusive power of attorney to conduct all
tax, business, and legal affairs of principal person.

Date: December 3, 2023

POWER OF ATTORNEY IN FACT

I, KEVIN WALKER, WALKER, KEVIN, KEVIN LEWIS WALKER, WALKER, KEVIN
L., WALKER, KEVIN LEWIS, or any derivative thereof, **DEBTOR/ENS LEGIS/BANK/
FINANCIAL INSTITUTION/ARTIFICIAL ENTITY/CORPORATE FICTION**, c/o 5250
Lankershim Blvd Suite 500, North Hollywood, California, do hereby appoint **Kevin: Walker, a
Living Soul, as Agent with Power of Attorney in Fact**, Non-domestic, c/o 30650 Rancho
California Road suite # 406-251, Temecula, California, to take exclusive charge of, manage, and
conduct all of my tax, business and legal affairs, and for such purpose to act for me in my name and
place, without limitation on the powers necessary to carry out this exclusive purpose of attorney in
fact as authorized:

- (a) To take possession of, hold, and manage my real estate and all other property;
- (b) To receive money or property paid or delivered to me from any source;
- (c) To deposit funds in, make withdrawals from, or sign checks or drafts against any account standing in my name individually or jointly in any bank or other depository, to cash coupons, bonds, or certificates of deposits, to endorse checks, notes or other documents in my name; to have access to, and place items in or remove them from, any safety deposit box standing in my name individually or jointly, and otherwise to conduct bank transactions or business for me in my name;
- (d) To pay my just debts and expenses, including reasonable expenses incurred by my Attorney In Fact **Kevin: Walker**, in exercising this **exclusive** power of attorney.
- (e) To retain any investments, invest, and to invest in stocks, bonds, or other securities, or in real estate or other property;

1 (f) To give general and special proxies or exercise rights of conversion or rights with respect to shares or
2 securities, to deposit shares or securities with, or transfer them to protective committees or similar
3 bodies, to join in any reorganization and pay assessments or subscriptions called for in connection with
4 shares or securities;

5 (g) To sell, exchange, lease, give options, and make contracts concerning real estate or other property for
6 such considerations and on such terms as my Attorney In Fact Kevin: Walker, may consider prudent;

7 (h) To improve or develop real estate, to construct, alter, or repair building structures and appurtenances
8 or real estate; to settle boundary lines, easements, and other rights with respect to real estate; to plant,
9 cultivate, harvest, and sell or otherwise dispose of crops and timber, and do all things necessary or
10 appropriate to good husbandry.

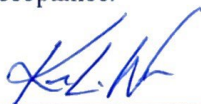
11 (i) To provide for the use, maintenance, repair, security, or storage of my tangible property;

12 (j) To purchase and maintain such policies of insurance against liability, fire, casualty, or other risks as
13 my attorney in fact Kevin: Walker may consider prudent;

14
15 The Agent/**Living Soul, Kevin: Walker**, is hereby authorized by law to act for and in control of the
16 **DEBTOR/ENS LEGIS/BANK/FINANCIAL INSTITUTION/ARTIFICIAL ENTITY/
17 CORPORATE FICTION**, or any derivative thereof. In addition, through the exclusive power of
18 attorney, to contract for all business and legal affairs of the principal person: WALKER, KEVIN,
19 **DEBTOR/ENS LEGIS/BANK/FINANCIAL INSTITUTION/ARTIFICIAL ENTITY/
20 CORPORATE FICTION**. The term "exclusive" shall be construed to mean that while these
21 powers of attorney are in force, only my attorney in fact may obligate me in these matters, and I
22 forfeit the capacity to obligate myself with regard to the same. This grant of Exclusive Power is
23 **Irrevocable** during the lifetime of the Agent/**Living Soul, Kevin: Walker**.

24
25 Executed and sealed by the voluntary act of my own hand, this **11th day of December, 2023**. I am.

26 Acceptance:

27 

28 _____
KEVIN L. WALKER, GRANTOR

1 Executed *without* the UNITED STATES, I declare under penalty of perjury under the laws of the united
2 states of America that the foregoing is true and correct. Without Prejudice, UCC § 1-308.

3
4 I, the above named **exclusive** Attorney In Fact, do hereby
5 Accept the fiduciary interest of the herein-named
6 **DEBTOR/ENS LEGIS/BANK/FINANCIAL**
7 **INSTITUTION/ARTIFICIAL ENTITY/CORPORATE**
8 **FICTION** and will execute the herein-granted powers-of-
9 attorney with due diligence.

10 proceeding *sui juris*, by *special limited appearance*,
11 All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.

12 By: 

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

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

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

21 By: 

22 **Donnabelle Escarez Morzel**, *sui juris, private bank(er) ID # 9x-xxxxxxx6*
23 *Attorney In Fact, national, Authorized Representative, Executor, Secured Party. (WITNESS)*

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

26 By: 

27 **Corey Delford Walker**, *sui juris, private bank(er) ID # 9x-xxxxxxx7*
28 *national, Authorized Representative, Executor, Secured Party. (WITNESS)*

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.

- Exhibit F-

CERTIFIED MAIL # **70220410 000174267708**

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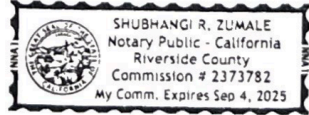
JURAT

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.

State of California)
) ss.
 County of Riverside)

Subscribed and sworn to (of affirmed) before me on this 3rd day of December, 2023, by Kevin Walker, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary public Shubhangi R. Zumale
print
[Signature] Seal:



-Exhibit B-

From/Plaintiff: Kevin: Walker, *sui juris, In Propria Persona.*
Executor, Authorized Representative, Secured Party.

™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©
c/o 30650 Rancho California Road Suite #406-251
Temecula, California [92591]
non-domestic *without* the United States
Email: team@walkernovagroup.com

*** NOTICE TO AGENT IS NOTICE TO PRINCIPAL ***
*** NOTICE TO PRINCIPAL IS NOTICE TO AGENT ***

*** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT ***

To/Defendant(s)/Respondent(s): Gregory D Eastwood,
Robert C V Bowman, George Reyes.
C/o SOUTHWEST JUSTICE CENTER
30755-D Auld Road
Murrieta, California [92563]
Registered Mail # RF775820621US
Email: info@riversidesheriff.org / ssherman@law4cops.com

To/Defendant(s)/Respondent(s): Chad Bianco.
C/o RIVERSIDE COUNTY SHERIFF
4095 Lemon Street, 2nd floor
Riverside, California [92501]
Registered Mail # RF775821613US
Email: info@riversidesheriff.org / ssherman@law4cops.com

AFFIDAVIT and Plain Statement of Facts

NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON.

Kevin: Walker, ™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©, ™KEVIN WALKER© IRR TRUST,

Claimant(s)Plaintiff(s),

vs.

Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, *Does 1-100 Inclusive,* Defendant(s)/Respondent(s).

CITATION/BOND NO.: TE464702

1. FRAUD
2. RACKETEERING
3. EMBEZZLEMENT
4. IDENTITY THEFT
5. CONSPIRACY
6. DEPRIVATION OF RIGHTS UNDER COLOR OF LAW
7. RECEIVING EXTORTION PROCEEDS
8. FALSE PRETENSES
9. EXTORTION
10. UNLAWFUL IMPRISONMENT
11. TORTURE
12. FORCED PEONAGE
13. MONOPOLIZATION OF TRADE AND COMMERCE
14. BANK FRAUD
15. TRANSPORTATION OF STOLEN PROPERTY, MONEY, & SECURITIES
16. CONSIDERED AND STIPULATED ONE TRILLION DOLLAR (\$1,000,000,000.00) JUDGEMENT AND LIEN.

COMES NOW ™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©, ™KEVIN WALKER© IRR TRUST, by and through their *Attorney-In-Fact,* **Kevin: Walker,** who is proceeding *sui juris, In Propria Persona,* and by

1 *Special Limited Appearance*, hereby acknowledges receipt of your **OFFER/**
2 **BOND/CITATION #TE464702**, dated **December 31, 2024, at 9:32 a.m.**

3 (attached hereto as **Exhibit F**). Kevin is a living man, a natural freeborn
4 Sovereign, **state Citizen: Californian**, and national, invoking His inherent
5 constitutionally secured and protected rights and exercising the authority
6 granted by the executed '**Affidavit: Power of Attorney In Fact**', attached
7 hereto as **Exhibit A** and incorporated herein by reference.

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

13 This communication serves as a formal **NOTICE OF CONDITIONAL**
14 **ACCEPTANCE** of the aforementioned coerced and extorted contract OFFER,
15 contingent **upon proof** of the conditions set forth below, governed by the
16 principles of contract law, legal maxims, common law, and the **Uniform**
17 **Commercial Code (UCC)**, including but not limited to **UCC §§ 1-103, 2-202,**
18 **2-204, 2-206**, and the **mailbox/postal rule**.

19 The undersigned, **Kevin: Walker**, herein referred to as Affiant. Affiant is
20 the Agent, Attorney-In-Fact, **holder in due course**, and **Secured Party** and
21 Creditor of and for TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS
22 WALKER©, TMKEVIN WALKER© IRR TRUST. Affiant hereby states that he
23 is of legal age and competent to state on belief and first hand personal
24 knowledge that the facts set forth herein as duly noted below are true, correct,
25 complete, and presented in **good faith**, regarding the **coerced and extorted**
26 commercial contract **OFFER/CONTRACT/TICKET/BOND #TE464702**,
27 listed under TMKEVIN LEWIS WALKER©, pertaining to the private trust
28 property and private automobile hereafter referred to as "Private Property".

**** Notice of Administrative Process ****

This **VERIFIED** Affidavit, NOTICE, and SELF-EXECUTING CONTRACT SECURITY AGREEMENT concerns Defendant(s)/Respondent(s)/You, Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE REYES, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, *Does 1-100 Inclusive*, and their **blatant bad faith** acts of **fraud, racketeering, conspiracy, threats and extortion against foreign officials, official guests, or internationally protected persons, extortion, embezzlement, larceny, coercion, identity theft, extortion of national/internationally protected person, conspiracy to deprive of rights under the color of law, treason, bank fraud, trusts, etc., in restraint of trade, frauds and swindles, mail fraud, forced peonage, monopolization of trade and commerce, willful violation of the Constitution, deprivation of rights under color of law, monopolization of trade and commerce, and intentional and willful and intentional trespass and infringement** of the TMKEVIN LEWIS WALKER© trademark, trade name, patent and copyright.

As with any administrative process, You/Defendant(s)/Respondent(s), Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, *Does 1-100 Inclusive* may controvert the statements and/or claims made by Affiants by executing and delivering a verified response point by point, in affidavit form, **sworn and attested to under penalty of perjury**, signed by Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, *Does 1-100* or other designated officer of the corporation with evidence in support by Certified, Express, or Registered Mail. **Answers by any other means are considered**

1 a non-response and will be treated as a non-response.

2 ***** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT*** :**

3 Again for the record, this **contract, received and accepted per the mailbox**
4 **rule, is self-executing and serves as a SECURITY AGREEMENT, and establishes**
5 **a lien, Authorized by You/They/the DEBTOR(S). Acceptance of this contract is**
6 **deemed to occur at the moment it is dispatched via mail, in accordance with the**
7 **mailbox rule established in common law. Under this rule, an acceptance becomes**
8 **effective and binding** once it is properly addressed, stamped, and placed in the
9 control of the postal service, as supported by **Adams v. Lindsell (1818) 106 ER 250.**
10 **Furthermore, as a self-executing agreement, this contract creates immediate and**
11 **enforceable obligations** without the need for further action, functioning also as a
12 **SECURITY AGREEMENT** under **Article 9 of the Uniform Commercial Code (UCC).**

13 ***** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT*** :**

14 **Contract Agreement Terms of Conditional Acceptance:**
15 **Plain Statement of Facts**

16 KNOW ALL MEN BY THESE PRESENT, that I, **Kevin: Walker**, proceeding
17 *sui juris, In Propria Persona*, by *Special Limited Appearance*, a man upon the land,
18 a follower of the Almighty Supreme Creator, first and foremost and the laws of man
19 when they are not in conflict (Leviticus 18:3, 4) Pursuant to Matthew 5:33 - 37 and
20 James 5:12, let my yea mean yea and my nay be nay, as supported by Federal Public
21 Law 97-280, 96 Stat.1211, depose and say that I, **Kevin: Walker** over 18 years of age,
22 being competent to testify and having **first hand knowledge** of the facts herein
23 **declare (or certify, verify, affirm, or state)** under penalty of perjury under the laws
24 of the **United States of America** that the following is true and correct, to the best of
25 my understanding and belief, and in good faith:

26 I. I, **Kevin: Walker**, proceeding *sui juris, In Propria Persona*, by *Special Limited*
27 *Appearance*, hereby state again for the record that I explicitly **reserve all my**
28 **rights and waive absolutely none.** See U.C.C. § 1-308.

1 II. I, Kevin: Walker, *proceeding sui juris, In Propria Persona*, by *Special*
2 *Limited Appearance*, hereby invoke *equity and fairness*.

3 III. As a a natural freeborn **Sovereign**, state **Citizen: Californian**, and
4 **national**, there is no legal *requirement* for me to have such a “license” for
5 **traveling** in my **private** car and/or means of transport. The unrevealed
6 legal purpose of driver's licenses is commercial in nature. Since I **do not**
7 carry passengers ‘for hire,’ and I **am not** engaged in trade or commerce on
8 the highways, **there is no law ‘requiring’** me to have a license to **travel** for
9 my own **private** pleasure and that of my family and friends.

10 IV. I, Kevin: Walker, *proceeding sui juris, In Propria Persona*, by *Special*
11 *Limited Appearance*, hereby **declare, state, verify, and affirm** for the record
12 that the ‘commercial’ and ‘for hire’ Driver’s License/Contract/Bond #
13 **B6735991** has been canceled, revoked, terminated, and liquidated, as
14 evidenced by instructions and notice accepted by **Steven Gordon**, with the
15 California Department of Motor Vehicles,” as **evidenced** by Affidavit of
16 TruthRegistered Mail #**RF661447751US**.

17 V. Consistent with the **eternal tradition of natural common law**, unless I
18 **have harmed or violated someone or their property, I have committed no**
19 **crime; and I am therefore not subject to any penalty**. I act in accordance
20 with the following **U.S. Supreme Court case**: "The individual may stand
21 upon his **constitutional rights** as a citizen. He is entitled to carry on his
22 **private** business in his own way. **His power to contract is unlimited**. He
23 owes no such duty [to submit his books and papers for an examination] to
24 the State, since he receives nothing therefrom, beyond the protection of his
25 life and property. His rights are such as existed by the law of the land
26 [Common Law] **long antecedent to the organization of the State**, and can
27 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

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

5 VI. I reserve my natural **common law right** not to be compelled to perform under
6 any **contract** that I did not enter into knowingly, voluntarily, and
7 **intentionally**. And furthermore, I do **not** accept the liability associated with the
8 compelled and pretended "benefit" of any hidden or unrevealed contract or
9 commercial agreement. As such, the hidden or unrevealed contracts that
10 supposedly create obligations to perform, for persons of subject status, are
11 inapplicable to me, and are null and void. If I have participated in any of the
12 supposed "benefits" associated with these hidden contracts, I have done so under
13 duress, for lack of any other practical alternative. I may have received such
14 "benefits" but I have not accepted them in a manner that binds me to anything.

15 VII. **Affiant states and alleges that this Affidavit Notice and Self-Executing**
16 **Contract and Security Agreement is *prima facie* evidence of fraud,**
17 **racketeering, indentity theft, treason, breach of trust and fiduciary duties,**
18 **extortion, coercion, deprivation of rights under the color of law, conspiracy to**
19 **deprive of rights under the color of law, monopolization of trade and commerce,**
20 **forced peonage, obstruction of enforcement, extortion of a national/**
21 **internationally protected person, false imprisonment, torture, creating trusts in**
22 **restraint of trade dereliction of fiduciary duties, bank fraud, breach of trust,**
23 **treason, tax evasion, bad faith actions, dishonor, injury and damage to Affiant**
24 **and proof of claim. See *United States v. Kis*, 658 F.2d, 526 (7th Cir. 1981),,**
25 **"Appellee had the burden of first proving its prima facie case and could do so**
26 **by affidavit or other evidence."**

27 **UNLAWFUL DETAINMENT AND ARREST while**
28 **Traveling in *Private* Automobile**

1 VIII. On **December 31, 2024**, at approximately 9:32am I, **Kevin: Walker, sui**
2 **juris**, was **traveling privately** in my **private** automobile, displaying a
3 'PRIVATE' plate, indicating I was 'not for hire' or operating commercially,
4 and the private automobile was not displaying a STATE plate of any sort .
5 This clearly established that the **private** automobile was '**not for hire**' or
6 '**commercial**' use and, therefore explicitly classifying the automobile as
7 **private property**, and **NOT** *within* any statutory and/or commercial
8 jurisdiction. See Exhibit G.

9 IX. Upon being unlawfully stopped and detained by Defendant/Respondents,
10 Gregory D Eastwood and Robert C V Bowman, I, Affiant, informed **all**
11 **Defendants** who willfully **conspired** on the scene in violation of 18 U.S.C. §§ 241
12 and 242, that I was a state Citizen, non-citizen national/**national, privately**
13 **traveling** in My **private** automobile, as articulated by Me and as evidenced by
14 the 'PRIVATE' plate on the private automobile. **This includes William Pratt**
15 **and George Reyes.**

16 X. The **private** automobile and **trust property** was **not** in **any** way displaying
17 STATE or government registration or stickers, and was displaying a
18 PRIVATE plate, removing the automobile from the Defendant's
19 jurisdiction. See Exhibit G.

20 XI. The **private** automobile is duly reflected on Private UCC Contract Trust/
21 UCC1 filing #**2024385925-4**, and **UCC3 filing #2024402990-2**, **both filings**
22 attached hereto as **Exhibits B and C** respectively, and incorporated herein
23 by reference

24 XII. **Under threat, duress, and coercion, and at gunpoint**, Gregory D
25 Eastwood and Robert C V Bowman were presented with a national/non-
26 citizen national, #**C35510079** and passport book #**A39235161**. Copy
27 attached hereto as **Exhibits N and O** respectively, and incorporated herein
28 by reference.

1 XIII. Defendant/Respondents, acted against the Constitution, even when
2 reminded of their duties to support and uphold the Constitution.

3 XIV. At no point in time were Defendants/Respondents presented with a
4 CALIFORNIA DRIVER'S LICENSE (COMMERCIAL CONTRACT), and any
5 information added to the CITATION/CONTRACT was done so in fraud,
6 without consent, full disclosure, and thus is *void ab initio*.

7 XV. I, Kevin: Walker, *sui juris*, should never have been stopped exercising my
8 right to travel, in a private automobile that was clearly marked "PRIVATE"
9 and "not for hire" and "not for commercial use."

10 **FRAUDULENT ALTERATION OF SIGNATURE,**
11 **COERCION, ASSAULT, DISPARAGEMENT,**

12 XVI. During release procedures, Defendant Robert Gell threatened to "house" Kevin:
13 Walker if Kevin did not sign every document presented, exactly as he (Robert
14 Gell) waned Kevin to. Camera records will evidence Robert telling to return to the
15 release tank for no apparent reason, and then **assaulting, shoving, and pushing**
16 Kevin into the tank at the end of the walk.

17 XVII. Defendant Robert Gell went as far as aggressively rushing around a desk and
18 assaulting Kevin, and snatching a pen from Kevin's hand, because Kevin
19 attempted to write 'under duress' by his signature.

20 XVIII. Defendant Robert Gell willfully and intentionally altered Affiant's signature
21 on one document and crossed out 'UCC 1-308,' immediately after Affiant hand
22 wrote it on the document.

23 XIX. Robert Gell stated he had no idea what an attorney-in-fact is and that Kevin:
24 Walker was a, ["jackass"].

25 **FRUIT OF THE POISONOUS TREE DOCTRINE**

26 XX. Affiant further asserts and establishes on the record that the undisputedly
27 unlawful and unconstitutional stop, arrest, and subsequent actions of the
28 Defendants/Respondents are in violation of the Fourth Amendment to the

1 Constitution of the united States of America and constitute an unlawful
2 arrest and seizure. The "**fruit of the poisonous tree**" doctrine, as articulated
3 by the U.S. Supreme Court, establishes that any evidence obtained as a
4 result of an unlawful stop or detainment is tainted and inadmissible in any
5 subsequent proceedings. The unlawful actions of Gregory D. Eastwood,
6 Robert C. V. Bowman, George Reyes, William Pratt, and Robert Gell
7 including *but not limited to* the issuance of fraudulent citations/contracts
8 under threat, duress, and coercion, render all actions and evidence derived
9 therefrom void ab initio. See *Wong Sun v. United States*, 371 U.S. 471 (1963).

10 XXI. Affiant therefore declares and demands that all actions and evidence
11 obtained in connection with this unlawful stop be deemed inadmissible and
12 void as fruits of the poisonous tree.

13 **CONDITIONALLY ACCEPTED upon proof**

14 XXII. All statements, claims, offer, terms presented in your **coerced and extorted**
15 OFFER (#TE464702) are CONDITIONALLY ACCEPTED upon proof of the
16 following **from You/Defendant(s)/Respondent(s)**:

- 17 1. **Upon Proof from You/Defendant(s)/Respondent(s)** CITATION/
18 INSTRUMENT/OFFER #TE464702 was accepted intentionally, willfully, and
19 and indorsed, and not done so under threat, duress, and/or coercion, and
20 with full and complete disclosure (Exhibit F).
- 21 2. **Upon Proof from You/Defendant(s)/Respondent(s) that California Vehicle**
22 **Code § 260** applies to private "automobiles" and explicitly requires their
23 registration, notwithstanding the clear distinction made between private and
24 commercial vehicles in the code itself.
- 25 3. **Upon Proof from You/Defendant(s)/Respondent(s) that 18 U.S. Code**
26 **§ 31(6)** includes private "automobiles" within its definition of "motor
27 vehicle," contrary to its express limitation to vehicles used for
28 commercial purposes.

- 1 **4. Upon Proof from You/Defendant(s)/Respondent(s)** that the cited
2 private “automobiles” (“Private Property”) was required to be
3 registered despite displaying a **private plate** identifying it as a **private**
4 **transport** and not for commercial use, as evidenced by the photograph
5 of the private decal and PLATE displayed on the private “automobile.”
6 A picture of the private PLATE attached hereto as **Exhibit G** and
7 incorporated herein by reference.
- 8 **5. Upon Proof from You/Defendant(s)/Respondent(s)** that it is NOT a
9 fundamental **Right** to travel, and it is **factually** and actually a privilege, and
10 NOT a gift granted by the Supreme Creator and restated by our founding
11 fathers as *Unalienable* and cannot be taken by any Man / Government made
12 Law or color of law known as a private “Code” (secret) or a “Statute.”
- 13 **6. Upon Proof from You/Defendant(s)/Respondent(s) of Jurisdiction and**
14 **Authority:**
 - 15 • Provide evidence demonstrating the issuing authority’s jurisdiction to
16 impose statutory obligations upon private individuals utilizing private
17 *automobiles* for personal purposes.
- 18 **7. Upon Proof from You/Defendant(s)/Respondent(s) of Lawful**
19 **Consideration:**
 - 20 • Provide evidence that the coerced and extorted CITATION constitutes
21 a *valid* contract supported by **lawful consideration**, which was
22 entered into **knowingly, willfully, free of coercion, threat,**
23 **intimidation, or other felonious and bad faith actions, with full and**
24 **complete disclosure. Without mutual consent and valuable**
25 **consideration, no valid contract can exist under common law or UCC**
26 **principles.**
- 27 **8. Upon Proof from You/Defendant(s)/Respondent(s)** that the living
28 man, natural born Sovereign, state Citizen: Californian, national/non-

- 1 citizen national, **Kevin Walker**, *sui juris, In Propria Persona*, does
2 **NOT** possess the *unalienable* inherent, unalienable **right** to travel in
3 His private automobile/private transport, free of harassment, trespass,
4 restrictions, and/or encumbrances.
- 5 9. **Upon Proof from You/Defendant(s)/Respondent(s) that it is NOT**
6 **well established law that the highways of the State are public**
7 **property, and their primary and preferred use is for private purposes,**
8 and that their use for purposes of gain is special and extraordinary
9 which, generally at least, the legislature may prohibit or condition as it
10 sees fit." See, [Stephenson vs. Rinford, 287 US 251; Pachard vs Banton,](#)
11 [264 US 140, and cases cited; Frost and F. Trucking Co. vs. Railroad](#)
12 [Commission, 271 US 592; Railroad commission vs. Inter-City](#)
13 [Forwarding Co., 57 SW.2d 290; Parlett Cooperative vs. Tidewater Lines,](#)
14 [164 A. 313.](#)
- 15 10. **Upon Proof from You/Defendant(s)/Respondent(s) that a vehicle**
16 **NOT** used for **commercial** activity is **NOT** a "consumer good , and ...it
17 IS a type of vehicle **required** to be registered and "use tax" paid of
18 which the tab is evidence of receipt of the tax. See, [Bank of Boston vs](#)
19 [Jones, 4 UCC Rep. Serv. 1021, 236 A2d 484, UCC PP 9-109.14.](#)
- 20 11. **Upon Proof from You/Defendant(s)/Respondent(s) that the entirety**
21 of this transaction does not constitute a "**commercial**" matter under
22 applicable law.
- 23 12. **Upon Proof from You/Defendant(s)/Respondent(s) that, 'the claim**
24 and exercise of a constitutional **right** CAN be converted into a crime.'
25 See, [Miller v. U.S., 230 F 2d 486, 489.](#)
- 26 13. **Upon Proof from You/Defendant(s)/Respondent(s) that, the owner DOES**
27 **NOT** have constitutional **right** to use and enjoyment of his property." See,
28 [Simpson v. Los Angeles \(1935\), 4 C.2d 60, 47 P.2d 474.](#)

- 1 **14. Upon Proof from You/Defendant(s)/Respondent(s) that private men and**
2 **women** are required to give up their **right** to “travel,” for the purported
3 “benefit” and privilege of “driving” a “motor vehicle.”
- 4 **15. Upon Proof from You/Defendant(s)/Respondent(s) that [28 U.S. Code §](#)**
5 **[3002\(15\) - Definitions](#)** does **NOT** stipulate, “United States” means – (A) a
6 **Federal corporation**; (B) an agency, department, commission, board, or other
7 entity of the United States; or (C) an instrumentality of the United States.
- 8 **16. Upon Proof from You/Defendant(s)/Respondent(s) that [Title 8 U.S. Code](#)**
9 **[1101\(a\)\(22\) - Definition](#)**, does NOT expressly stipulates, “ (22)The term
10 “**national** of the United States” means (A) a citizen of the United States, or
11 (B) a person who, though **not** a citizen of the United States, owes permanent
12 allegiance to the United States.
- 13 **17. Upon Proof from You/Defendant(s)/Respondent(s) that, the**
14 individual may **NOT** stand upon his **constitutional rights** as a citizen.
15 He is NOT entitled to carry on his **private** business in his own way. **His**
16 **power to contract is NOT unlimited**. He owes such duty [to submit his
17 books and papers for an examination] to the State, and upon proof that
18 his rights are NOT such as existed by the law of the land [Common
19 Law] **long antecedent to the organization of the State**, and CAN be
20 taken from him without due process of law, or in accordance with the
21 Constitution. NOT among his **rights** are a **refusal to incriminate**
22 **himself, and the immunity of himself and his property from arrest or**
23 **seizure except under a warrant of the law, and upon proof that he**
24 owes the public even though does not trespass upon their rights. See,
25 **[Hale v. Henkel, 201 U.S. 43 at 47 \(1905\)](#)**.
- 26 **18. Upon Proof from You/Defendant(s)/Respondent(s) that All laws which are**
27 repugnant to the Constitution are NOT **null and void**. See, **[Chief Justice](#)**
28 **[Marshall, Marbury vs Madison, 5, U.S. \(Cranch\) 137, 174, 176 \(1803\)](#)**.

1 **19. Upon Proof from You/Defendant(s)/Respondent(s) that the for Hire”**
2 DRIVER’S LICENSE CONTRACT and AGREEMENT BOND
3 #B6735991 **was NOT CANCELED**, TERMINATED, REVOKED, and
4 **LIQUIDATED**, ACCEPTED FOR VALUE AND EXEMPT FROM LEVY,
5 FOR RELEASE, CREDIT, AND DEPOSIT TO **PRIVATE** POST
6 REGISTERED, with the U.S. Treasury, with the retaining full control
7 and access to all respective right, interest, titles, and credits, as
8 evidenced by the contract security agreement and affidavit titled,
9 ‘AFFIDAVIT RIGHT TO TRAVEL *CANCELLATION*, TERMINATION,
10 AND REVOCATION of COMMERCIAL “For Hire” DRIVER’S
11 LICENSE CONTRACT and AGREEMENT. LICENSE/BOND #
12 B6735991. A true and correct copy attached hereto as **Exhibit D** and
13 incorporated herein by reference.

14 **20. Upon Proof from You/Defendant(s)/Respondent(s) that it WAS NOT**
15 noted in *Land v. Dollar*, 338 US 731 (1947), “that when the government
16 entered into a **commercial** field of activity, it **left immunity behind.**”
17 This principle is further affirmed in *Brady v. Roosevelt*, 317 U.S. 575
18 (1943); *FHA v. Burr*, 309 U.S. 242 (1940); and *Kiefer v. RFC*, 306 U.S. 381
19 (1939).

20 **21. Upon Proof from You/Defendant(s)/Respondent(s) that it was NOT**
21 established under the Clearfield Doctrine, as articulated in *Clearfield*
22 *Trust Co. v. United States*, 318 U.S. 363 (1943), that when the government
23 engages in commercial or proprietary activities, it sheds its sovereignty
24 and is subject to the same rules and liabilities as any **private**
25 corporation.

26 **LEGAL STANDARDS, MAXIMS, and PRECEDENT**

27 XXIII. In support of this CONDITIONAL ACCEPTANCE and Affidavit and
28 Notice and Self-Executing Contract and Security Agreement Affiant cites

1 the following established legal standards, legal maxims, precedent, and
2 principles:

3 **Use defines classification:**

- 4 1. It is **well established law** that the **highways** of the state are **public**
5 **property**, and **their primary and preferred use is for private purposes**, and
6 that their use for purposes of gain is special and extraordinary which,
7 generally at least, the legislature may prohibit or condition as it sees fit."
8 **Stephenson vs. Rinford**, 287 US 251; **Pachard vs Banton**, 264 US 140, and
9 cases cited; **Frost and F. Trucking Co. vs. Railroad Commission**, 271 US 592;
10 **Railroad commission vs. Inter-City Forwarding Co.**, 57 SW.2d 290; **Parlett**
11 **Cooperative vs. Tidewater Lines**, 164 A. 313
- 12 2. The **California Motor Vehicle Code, section 260**: Private cars/vans etc. not
13 in commerce / for profit, are immune to registration fees:
 - 14 1. (a) A "**commercial vehicle**" is a vehicle of a type **REQUIRED** to be
15 **REGISTERED** under this code".
 - 16 2. (b) "Passenger vehicles which are **not used** for the transportation
17 of persons **for hire**, compensation or profit, and housecars, **are not**
18 **commercial vehicles**".
 - 19 3. (c) "a vanpool vehicle is not a **commercial** vehicle."
- 20 3. **18 U.S. Code § 31 - Definition**, expressly stipulates, "The term "**motor**
21 **vehicle**" means every description of carriage or other contrivance propelled
22 or drawn by mechanical power **and used for commercial purposes** on the
23 highways in the transportation of passengers, passengers and property, or
24 property or cargo".
- 25 4. A vehicle not used for **commercial** activity is a "consumer goods", ...it is
26 **NOT** a type of vehicle **required** to be registered and "use tax" paid of which
27 the tab is evidence of receipt of the tax." **Bank of Boston vs Jones**, 4 UCC Rep.
28 **Serv. 1021, 236 A2d 484, UCC PP 9-109.14.**

- 1 5. “ The ‘privilege’ of using the streets and highways by the
2 operation thereon of motor carriers for hire can be acquired only
3 by permission or license from the state or its political subdivision.
4 ” – Black's Law Dictionary, 5th ed, page 830.
- 5 6. “It is held that a tax upon common carriers by motor vehicles is
6 based upon a reasonable classification, and does not involve any
7 unconstitutional discrimination, although **it does not apply to**
8 **private vehicles**, or those used by the owner in his own business,
9 and not for hire.” **Desser v. Wichita, (1915) 96 Kan. 820; Iowa**
10 **Motor Vehicle Asso. v. Railroad Comrs., 75 A.L.R. 22.**
- 11 7. “Thus self-driven vehicles are **classified according to the use** to
12 which they are put rather than according to the means by which
13 they are propelled.” Ex Parte Hoffert, 148 NW 20.
- 14 8. In view of this rule a statutory provision that the supervising
15 officials “**may**” exempt such persons when the transportation is
16 not on a **commercial** basis means that they “**must**” exempt them.”
17 **State v. Johnson, 243 P. 1073; 60 C.J.S. section 94 page 581.**
- 18 9. “**The use to which an item is put, rather than its physical**
19 **characteristics**, determine whether it should be classified as
20 “consumer goods” under UCC 9- 109(1) or “equipment” under
21 UCC 9-109(2).” **Grimes v Massey Ferguson, Inc., 23 UCC Rep Serv**
22 **655; 355 So.2d 338 (Ala., 1978).**
- 23 10. “Under UCC 9-109 there is a real distinction between goods
24 purchased for personal use and those purchased for business use.
25 The two are mutually exclusive and the **principal use to which the**
26 **property is put should be considered as determinative.” James**
27 **Talcott, Inc. v Gee, 5 UCC Rep Serv 1028; 266 Cal.App.2d 384, 72**
28 **Cal.Rptr. 168 (1968).**

1 11. "The **classification of goods** in UCC 9-109 **are mutually exclusive.**"
2 **McFadden v Mercantile-Safe Deposit & Trust Co.**, 8 UCC Rep Serv 766; 260
3 Md 601, 273 A.2d 198 (1971).

4 12. "The classification of ``goods" under [UCC] 9-109 **is a question of fact.**"
5 **Morgan County Feeders, Inc. v McCormick**, 18 UCC Rep Serv 2d 632; 836
6 P.2d 1051 (Colo. App., 1992).

7 13. "The definition of ``goods" includes an automobile." *Henson v Government*
8 *Employees Finance & Industrial Loan Corp.*, 15 UCC Rep Serv 1137; 257 Ark
9 273, 516 S.W.2d 1 (1974).

10 **The RIGHT to Travel is not a Privilege:**

11 14. "**No State government entity has the power to allow or deny passage**
12 **on the highways**, byways, nor waterways... transporting his vehicles
13 and personal property for either recreation or business, but by being
14 subject only to local regulation i.e., safety, caution, traffic lights, speed
15 limits, etc. **Travel is not a privilege requiring, licensing, vehicle**
16 **registration, or forced insurances.**" *Chicago Coach Co. v. City of*
17 *Chicago*, 337 Ill. 200, 169 N.E. 22.

18 15. The fundamental **Right** to travel is NOT a Privilege, it's a gift granted
19 by your Creator and restated by our founding fathers as Unalienable
20 and cannot be taken by any Man / Government made Law or color of
21 law known as a private "Code" (secret) or a "Statute."

22 16. "**Traveling** is passing from place to place--act of **performing journey;**
23 and **traveler is person who travels.**" *In Re Archy* (1858), 9 C. 47.

24 17. "**Right** of transit through each state, with every species of property
25 known to constitution of United States, and recognized by that
26 paramount law, is secured by that instrument to each citizen, and does
27 not depend upon uncertain and changeable ground of mere comity." *In*
28 *Re Archy* (1858), 9 C. 47.

1 18. Freedom to **travel** is, indeed, an important aspect of the citizen's "liberty".

2 We are first concerned with the extent, if any, to which Congress has
3 authorized its curtailment. (Road) **Kent v. Dulles**, 357 U.S. 116, 127.

4 19. The **right** to **travel** is a part of the "liberty" of which the citizen cannot be
5 deprived without due process of law under the Fifth Amendment. So much
6 is conceded by the solicitor general. In Anglo Saxon law that right was
7 emerging at least as early as Magna Carta. **Kent v. Dulles**, 357 U.S. 116, 125.

8 20. "Even the legislature **has no power** to deny to a citizen the **right** to travel
9 upon the highway and transport his property in the ordinary course of his
10 business or pleasure, though this right may be regulated in accordance with
11 public interest and convenience. *Chicago Coach Co. v. City of Chicago*, 337
12 Ill. 200, 169 N.E. 22, 206.

13 21. "... It is now universally recognized that the state does possess such power
14 [to impose such burdens and limitations upon private carriers when using
15 the public highways for the transaction of their business] with respect to
16 common carriers using the public highways for the transaction of their
17 business in the transportation of persons or property for hire. That rule is
18 stated as follows by the **supreme court of the United States**: 'A citizen may
19 have, under the fourteenth amendment, the **right** to travel and transport his
20 property upon them (the public highways) by **auto vehicle**, but **he has no**
21 **right to make the highways his place of business by using them as a**
22 **common carrier for hire**. Such use is a privilege which may be granted or
23 withheld by the state in its discretion, without violating either the due
24 process clause or the equal protection clause.' (*Buck v. Kuykendall*, 267 U. S.
25 307 [38 A. L. R. 286, 69 L. Ed. 623, 45 Sup. Ct. Rep. 324].

26 22. "The **right** of a citizen to travel upon the highway and transport his property
27 thereon in the ordinary course of life and business **differs radically an**
28 **obviously from that of one who makes the highway his place of business**

1 and uses it for private gain, in the running of a stage coach or omnibus. The
2 former is the usual and ordinary **right** of a citizen, a **right** common to all;
3 while the latter is special, unusual and extraordinary. As to the former, the
4 extent of legislative power is that of regulation; but as to the latter its power
5 is broader; the right may be wholly denied, or it may be permitted to some
6 and denied to others, because of its extraordinary nature. This distinction,
7 elementary and fundamental in character, is recognized by all the
8 authorities.”

9 23. “Even the legislature has no power to deny to a citizen the **right** to travel
10 upon the highway and transport his/her property in the ordinary course of
11 his business or pleasure, though this right may be regulated in accordance
12 with the public interest and convenience.” [“regulated” means traffic safety
13 enforcement, stop lights, signs etc.]— Chicago Motor Coach v. Chicago, 169
14 NE 22.

15 24. “The claim and exercise of a constitutional **right** cannot be converted into a
16 crime.”— Miller v. U.S., 230 F 2d 486, 489.

17 25. “There can be no sanction or penalty imposed upon one because of this
18 exercise of constitutional **rights**.” — Sherar v. Cullen, 481 F. 945

19 26. The **right** of the citizen to **travel** upon the highway and to transport his
20 property thereon, in the ordinary course of life and business, differs radically
21 and obviously from that of one who makes the highway his place of business
22 for private gain in the running of a stagecoach or omnibus.” — State vs. City
23 of Spokane, 186 P. 864.

24 27. “The **right** of the citizen to **travel** upon the public highways and to transport
25 his/her property thereon either by carriage or automobile, is **not** a mere
26 privilege which a city [or State] may prohibit or permit at will, but a common
27 right which he/she has under the **right** to life, liberty, and the pursuit of
28 happiness.” — Thompson v. Smith, 154 SE 579.

- 1 28. "The **right** of the Citizen to **travel** upon the public highways and to
2 transport his property thereon, in the ordinary course of life and
3 business, is a common **right** which he has under the **right** to enjoy life
4 and liberty, to acquire and possess property, and to pursue happiness
5 and safety. It includes the right, in so doing, to use the ordinary and
6 usual conveyances of the day, and under the existing modes of **travel**,
7 includes the right to drive a horse drawn carriage or wagon thereon or
8 to operate an automobile thereon, for the usual and ordinary purpose
9 of life and business." — Thompson vs. Smith, supra.; Teche Lines vs.
10 Danforth, Miss., 12 S.2d 784.
- 11 29. "The use of the highways for the purpose of **travel** and transportation
12 is not a mere **privilege**, but a common and fundamental **Right** of which
13 the public and the individual cannot be rightfully deprived." — Chicago
14 Motor Coach vs. Chicago, 169 NE 22; Ligare vs. Chicago, 28 NE
15 934; Boon vs. Clark, 214 SSW 607; 25 Am. Jur. (1st) Highways Sect. 163.
- 16 30. "The **right** to b is part of the Liberty of which a citizen cannot deprived
17 without due process of law under the Fifth Amendment. This Right
18 was emerging as early as the Magna Carta." — Kent vs. Dulles, 357 US
19 116 (1958).
- 20 31. "The state **cannot** diminish **Rights** of the people." — Hurtado vs.
21 California, 110 US 516.
- 22 32. "Personal liberty largely consists of the Right of locomotion -- to go where
23 and when one pleases -- only so far restrained as the Rights of others may
24 make it necessary for the welfare of all other citizens. The **Right** of the
25 Citizen to **travel** upon the public highways and to transport his property
26 thereon, by horse drawn carriage, wagon, or automobile, is not a mere
27 **privilege** which may be permitted or prohibited at will, but the
28 common **Right** which he has under his **Right** to life, liberty, and the pursuit

1 of happiness. Under this Constitutional guarantee one may, therefore, under
2 normal conditions, **travel** at his inclination along the public highways or in
3 public places, and while conducting himself in an orderly and decent
4 manner, neither interfering with nor disturbing another's Rights, he will be
5 protected, not only in his person, but in his safe conduct." — II Am.Jur. (1st
6 Constitutional Law, Sect.329, p.1135.

7 33. Where **rights secured** by the Constitution are involved, **there can be no rule**
8 **making or legislation** which would abrogate them." — Miranda v. Arizona,
9 384 U.S.

10 34. "The state **cannot** diminish **Rights** of the **people**." — Hurtado vs. California,
11 110 US 516.

12 **NO QUALIFIED OR LIMITED IMMUNITY**

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

19 36."Public officials are **not** immune from suit when they transcend their lawful
20 authority by invading constitutional **rights**." — AFLCIO v. Woodward, 406
21 F2d 137 t.

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

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

- 1 39. "Ignorance of the law does not excuse misconduct in anyone, least of all in a
2 sworn officer of the law." **In re McCowan** (1917), 177 C. 93, 170 P. 1100.
- 3 40. "All are presumed to know the law." **San Francisco Gas Co. v. Brickwedel**
4 (1882), 62 C. 641; **Dore v. Southern Pacific Co.** (1912), 163 C. 182, 124 P. 817;
5 **People v. Flanagan** (1924), 65 C.A. 268, 223 P. 1014; **Lincoln v. Superior**
6 **Court** (1928), 95 C.A. 35, 271 P. 1107; **San Francisco Realty Co. v. Linnard**
7 (1929), 98 C.A. 33, 276 P. 368.
- 8 41. "It is one of the fundamental maxims of the common law that ignorance of
9 the law excuses no one." **Daniels v. Dean** (1905), 2 C.A. 421, 84 P. 332.
- 10 42. "the people, not the States, are sovereign." — **Chisholm v. Georgia**, 2 Dall.
11 419, 2 U.S. 419, 1 L.Ed. 440 (1793).
- 12 43. **ALL ARE EQUAL UNDER THE LAW.** (God's Law - Moral and
13 Natural Law). Exodus 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat.
14 22:36-40; Luke 10:17; Col. 3:25. "No one is above the law".
- 15 44. **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE**
16 **EXPRESSED.** (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). -- **Legal maxim:** "To lie
17 is to go against the mind."
- 18 45. **IN COMMERCE TRUTH IS SOVEREIGN.** (Exodus 20:16; Ps. 117:2;
19 John 8:32; II Cor. 13:8) Truth is sovereign -- and the Sovereign tells only
20 the truth.
- 21 46. **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.** (Lev.
22 5:4-5; Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5: 12).
- 23 47. **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN**
24 **COMMERCE.** (12 Pet. 1:25; Heb. 6:13-15); "He who does not deny,
25 admits."
- 26 48. **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN**
27 **COMMERCE.** (Heb. 6:16-17); "There is nothing left to resolve.

28 //

1 XXIV. At no point in time were Defendants/Respondents presented with a
2 CALIFORNIA DRIVER'S LICENSE (COMMERCIAL CONTRACT), and any
3 information added to the CITATION/CONTRACT was done so in fraud,
4 without consent, full disclosure, and thus is *void ab initio*.

5 49. **WORKMAN IS WORTHY OF HIS HIRE.** The first of these is
6 expressed in Exodus 20:15; Lev. 19:13; Mat. 10:10; Luke 10"7; II Tim. 2:6.

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

9 50. **HE WHO LEAVES THE BATTLEFIELD FIRST **LOSES BY****

10 **DEFAULT.** (Book of Job; Mat. 10:22) -- **Legal maxim:** "He who does not
11 repel a wrong when he can occasions it."

12 //

13 Executed "*without the United States*" in compliance with **28 USC § 1746.**

14 **FURTHER AFFIANT SAYETH NOT.**

15 //

16 ***Some Relevant U.C.C. Sections and Application***

17 **1. U.C.C. § 1-308 - Reservation of Rights:**

18 This section ensures that acceptance of an offer under duress or coercion does
19 not waive any rights or defenses. By invoking U.C.C. § 1-308, Claimant(s)/
20 Plaintiff(s) asserts that any compliance with your offer is made with *explicit*
21 *reservation of rights*, preserving all legal remedies.

22 **2. U.C.C. § 2-204 - Formation in General:**

23 This section establishes that a contract can be formed in any manner sufficient
24 to show agreement, including conduct. By issuing the citation (an implied offer
25 to contract), You/Dedenfant(s)/Respondent(s), have initiated a contractual
26 relationship, which has been conditionally accepted with new terms herein.

27 **3. U.C.C. § 2-206 - Offer and Acceptance in Formation of **Contract:****

28 Under this section, an offer can be accepted in any reasonable manner. By

1 conditionally accepting the citation and dispatching this notice via USPS
2 Certified, Registered, and/or Express mail, Claimant(s)/Plaintiff(s) has/have
3 created a binding contract agreement and obligation which You/Defendant(s)/
4 Respondent(s) are **contractually bound and obligated to**.

5 **4. U.C.C. § 2-202 - Final Written Expression:**

6 This provision ensures that the terms of this conditional acceptance supplement
7 the original terms of the citation. By including these conditions, the issuing
8 authority is bound to provide proof of their validity, failing which the
9 conditional acceptance will be expressly stipulated as the **final** agreement.

10 **5. U.C.C. § 1-103 - Supplementary General Principles of Law Applicable:**

11 This section allows common law principles to supplement the UCC. Under the
12 doctrine of **equity** and **fair dealing**, failure to provide the requested proof
13 constitutes bad faith and silent acquiescence, tacit agreement, and tacit
14 procuration to all of the the **fact and terms stipulated** in this Affidavit Notice
15 and Self-Executing Contract and Security Agreement.

16 **Legal and Procedural Basis**

17 **1. Mailbox/Postal Rule:**

18 Under the mailbox rule, this notice of conditional acceptance is effective and
19 considered **accepted** by You/Defendant(s)/Respondent(s) upon dispatch via
20 Registered Mail, and/or Express Mail, and/or Certified Mail. The agreement
21 becomes binding when the notice **is sent, not** when received. This binds the
22 issuing authority to the terms outlined in this notice unless rebutted within the
23 specified timeframe.

24 **2. Offer and Acceptance:**

25 Your citation constitutes an offer under contract law. This notice self-
26 executing Contract and Security Agreement conditionally accepts your
27 contract OFFER and supplements its terms under U.C.C. § 2-202. Failure
28 to fulfill the new and final terms and conditions within the specified **three**

1 **(3) day** timeframe constitutes **silent acquiescence, tacit agreement, and**
2 **tacit procurement.**

3 **RESPONSE DEADLINE: REQUIRED WITHIN THREE (3) DAYS:**

4 A response and/or compensation and/or restitution payment must be
5 received within a deadline of **three (3) days**. At the “**Deadline**” is defined as
6 5:00 p.m. on the third (3rd) day after your receipt of this affidavit. “**Failure to**
7 **respond**” is defined as a blank denial, unsupported denial, inapposite denial,
8 such as, “not applicable” or equivalent, statements of counsel and other
9 declarations by third parties that lack first-hand knowledge of the facts, and/
10 or responses lacking verification, all such responses being legally insufficient
11 to controvert the verified statements herewith. See *Sieb's Hatcheries, Inc* and
12 *Beasley, Supra*. Failure to respond can result in **your acceptance of personal**
13 **liability** external to qualified immunity and waiver of any decision rights of
14 remedy.

15 **FAILURE TO RESPOND AND/OR PERFORM, REMEDY, AND**
16 **SETTLEMENT**

17 If You/Defendant(s)/Respondent(s) fail to respond and perform **within**
18 **three (3) days** of receiving this Affidavit Notice and Self- Executing Contract
19 and Security Agreement and **CONDITIONAL ACCEPTANCE**, with verified
20 evidence of the above accompanied by an affidavit, **sworn under the penalty**
21 **of perjury, as required by law**, You/Defendant(s)/Respondent(s), Gregory D
22 Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell,
23 GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT,
24 GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS
25 DEPARTMENT, *Does 1-100*, You/Defendant(s)/Respondent(s) *individually*
26 *and collectively fully agree* that you must **act in good faith** and accordance
27 with the Law, cease all conspiracy, fraud, identity theft, embezzlement,
28 deprivation under the color of law, extortion, embezzlement, bank fraud,

1 harassment, conspiracy to deprive, and other violations of the law, and
2 **TERMINATE these proceeding immediately**, and pay the below mentioned
3 Three Hundred Million Dollar Restitution and Settlement payment, and
4 releasing all special deposit funds and/or Credits due to Affiant and/or
5 Complainant(s)/Plaintiff(s).

6 **Three Hundred Million (\$300,000,000.00 USD) Restitution**
7 **Settlement Payment REQUIRED**

8 Furthermore, if You/Defendant(s)/Respondent(s) fail to respond and
9 perform **within three (3) days** from the date of receipt of this communication by
10 providing **verified evidence and proof** of the facts and conditions set forth herein,
11 accompanied by **affidavits sworn under penalty of perjury as required by law**,
12 Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert
13 Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT,
14 GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS
15 DEPARTMENT, *Does 1-100*, hereby agree that, within three (3) days of receipt of
16 this contract offer, You/Defendant(s)/Respondent(s) shall issue restitution payment
17 in the total sum certain of **Three Hundred Million U.S. Dollars (\$300,000,000.00**
18 **USD)**, which shall become **immediately** due and payable to TMWG EXPRESS
19 TRUST©, TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or
20 TMKEVIN WALKER© IRR TRUST: Complainant(s)/Plaintiff(s).

21 **One Trillion Dollar (\$1,000,000,000,000.00 USD)**
22 **Default Judgement and Lien**

23 If You/Defendant(s)/Respondent(s) fail to respond and perform **within**
24 **three (3) days** from the date of receipt of this communication, as **contractually**
25 **required**, You/Defendant(s)/Respondent(s) hereby individually and collectively,
26 fully agree, that the entire amount evidenced and itemized in Invoice
27 **#RIVSHERTREAS12312024**, totaling **One Trillion Dollars (\$1,000,000,000,000.00)**,
28 **shall** become **immediately** due and payable in full.

1 **Furthermore**, if You/Respondent(s)/Defendant(s), fail to respond and
2 perform **within three (3) days** from the date of receipt of this communication, You/
3 Defendant(s)/Respondent(s), **individually and collectively**, **admit the statements**
4 **and claims** by **TACIT PROCURATION**, and completely agree that you/they
5 individually and collectively are guilty of **fraud, racketeering, indentity theft,**
6 **treason, breach of trust and fiduciary duties, extortion, coercion, deprivation of**
7 **rights under the color of law, conspiracy to deprive of rights under the color of law,**
8 **monopolization of trade and commerce, forced peonage, obstruction of**
9 **enforcement, extortion of a national/internationally protected person, false**
10 **imprisonment, torture, creating trusts in restraint of trade dereliction of fiduciary**
11 **duties, bank fraud, breach of trust, treason, tax evasion, bad faith actions, dishonor,**
12 **injury and damage to Affiant.**

13 **JUDGEMENT AND COMMERCIAL LIEN** 14 **AUTHORIZATION**

15 Moreover, if You/Defendant(s)/Respondent(s), fail to respond **within three (3)**
16 **days** from the date of receipt of this communication, you/they **individually and**
17 **collectively, fully and unequivocally Decree, Accept, fully Authorize** (in accord with
18 **UCC section 9), indorse, support, and advocate for a judgement, and/or SUMMARY**
19 **JUDGEMENT, and/or commercial lien of One Trillion Dollars (\$1,000,000,000,000.00)**
20 **against** You/Respondent(s)/Defendant(s), Gregory D Eastwood, Robert C V Bowman,
21 George Reyes, William Pratt, Robert Gell, GREGORY D EASTWOOD, ROBERT C V
22 BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY
23 SHERIFFS DEPARTMENT, *Does 1-100*, **in favor of**, TMWG EXPRESS TRUST©, TMKEVIN
24 WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or TMKEVIN WALKER© IRR
25 TRUST, and/or their lawfully designated ASSIGNEE(S).

26 **Finally**, If You/Respondent(s)/Defendant(s), **fail to respond within three (3) days**
27 from the date of receipt of this communication, You/Defendant(s)/Respondent(s)
28 **individually and collectively, EXPRESSLY, FULLY, and unequivocally Authorize,**

1 **indorse, support and advocate for** ™WG EXPRESS TRUST©, ™KEVIN WALKER©
2 ESTATE, ™KEVIN LEWIS WALKER©, and/or ™KEVIN WALKER© IRR TRUST, and/or
3 their lawfully designated ASSIGNEE(S) to formally notify the United States Treasury,
4 Internal Revenue Service, the respective Congress (wo)man, U.S. Attorney General, and/
5 or any person, individual, legal fiction, and/or person, or ens legis Affiant deems
6 necessary, including but not limited to submitting the requisite form(s) 1099-A, 1099-OID,
7 1099-C, 1096, 1040, 1041, 1041-V, 1040-V, 3949-A, with the **One Trillion Dollars**
8 **(\$1,000,000,000,000.00 USD)** as the **income to You/Defendant(s)/Respondent(s) and lost**
9 **revenue and/or income to** Affiant, and/or ™WG EXPRESS TRUST©, ™KEVIN
10 WALKER© ESTATE, ™KEVIN LEWIS WALKER©, and/or ™KEVIN WALKER© IRR
11 TRUST, and/or their lawfully designated ASSIGNEE(S).

12 //

13 **SUMMARY JUDGEMENT, U.C.C. 3-505 PRESUMED**
14 **DISHONOR**

15 Said income is **to be assessed and claimed as income** by/to You/
16 Defendant(s)/Respondent(s), **and/or by filing a lawsuit** followed by a
17 DEMAND or similar for **SUMMARY JUDGEMENT** as **a matter of law**, in
18 accordance with **California Code of Civil Procedure § 437c(c)** and **Federal**
19 **Rule of Civil Procedure 56(a)**, and/or executing an **Affidavit Certificate of**
20 **Non-Response, Dishonor, Judgement, and Lien Authorization**, in
21 accordance with **U.C.C. § 3-505**, and/or issue an ORDER TO PAY or BILL OF
22 EXCHANGE to the U.S. Treasury and IRS, said sum certain of **One Trillion**
23 **U.S. Dollars (\$1,000,000,000,000.00 USD)**, for **immediate credit to** Affiant,
24 and/or ™WG EXPRESS TRUST©, ™KEVIN WALKER© ESTATE, ™KEVIN
25 LEWIS WALKER©, and/or ™KEVIN WALKER© IRR TRUST, and/or their
26 lawfully designated ASSIGNEE(S), with this Self-Executing Contract and
27 Security Agreement servings as **prima facie evidence** of You/Respondent(s)/
28 Defendant(s)'s **Verified INDEBTEDNESS** to Affiant, Affiant, and/or ™WG

1 EXPRESS TRUST©, ™KEVIN WALKER© ESTATE, ™KEVIN LEWIS
2 WALKER©, and/or ™KEVIN WALKER© IRR TRUST, and/or their lawfully
3 designated ASSIGNEE(S).

4 Should it be deemed necessary, the Claimant(s)/Plaintiff(s) are **fully**
5 **Authorized (in accord with U.C.C § 9-509)** to file a UCC commercial **LIEN**
6 **and/or UCC1 Financing Statement** to perfect interest and/or secure full
7 satisfaction of the adjudged sum of **One Trillion Dollars**
8 **(\$1,000,000,000,000.00 USD)**.

9 //

10 ***** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT*** :**

11 Again for the record, this **contract, received and accepted per the mailbox rule, is**
12 **self-executing and serves as a SECURITY AGREEMENT, and establishes a lien,**
13 **Authorized by You/They/the DEBTOR(S). Acceptance of this contract is deemed to**
14 **occur at the moment it is dispatched via mail, in accordance with the mailbox rule**
15 **established in common law. Under this rule, an acceptance becomes effective and**
16 **binding** once it is properly addressed, stamped, and placed in the control of the postal
17 service, as supported by **Adams v. Lindsell (1818) 106 ER 250. Furthermore, as a self-**
18 **executing agreement, this contract creates immediate and enforceable obligations**
19 **without the need for further action, functioning also as a SECURITY AGREEMENT under**
20 **Article 9 of the Uniform Commercial Code (UCC).**

21 ***** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT*** :**

22 //

23 **ESTOPPEL BY ACQUIESCENCE:**

24 If the addressee(s) or an intended recipient of this notice fail to respond
25 addressing **each point, on a point by point basis, they individually and**
26 **collectively accept all of the statements, declaration, stipulations, facts, and**
27 **claims as TRUTH and fact by TACIT PROCURATION, all issues are deemed**
28 **settled RES JUDICATA, STARE DECISIS and by COLLATERAL**

1 **ESTOPPEL.** You may **not** argue, controvert, or otherwise protest the finality of
2 the administrative findings in any subsequent process, whether administrative or
3 judicial. (See Black’s Law Dictionary 6th Ed. for any terms you do not “understand”).

4 **Your failure to completely answer and respond will result in your agreeing**
5 **not to argue, controvert or otherwise protest the finality of the administrative**
6 **findings in any process, whether administrative or judicial, as certified by**
7 **Notary or Witness Acceptor in an Affidavit Certificate of Non Response and/or**
8 **Judgement, or similar.**

9 Should YOU **fail** to respond, provide partial, unsworn, or incomplete
10 answers, such are not acceptable to me or to any court of law. See, *Sieb's*
11 *Hatcheries, Inc. v. Lindley*, 13 F.R.D. 113 (1952)., “Defendant(s) made no request for
12 an extension of time in which to answer the request for admission of facts and filed
13 only an unsworn response within the time permitted,” thus, under the specific
14 provisions of Ark. and *Fed. R. Civ. P. 36*, the facts in question were **deemed**
15 **admitted as true. Failure to answer is well established in the court.** *Beasley v. U.*
16 *S.*, 81 F. Supp. 518 (1948)., “I, therefore, hold that the requests **will be considered as**
17 **having been admitted.**” Also as previously referenced, “Statements of fact
18 contained in affidavits which are **not** rebutted by the opposing party's **affidavit or**
19 **pleadings may** be accepted as **true** by the trial court.” --*Winsett v. Donaldson*, 244
20 N.W.2d 355 (Mich. 1976).

21 **COPY of this ACTUAL AND CONSTRUCTIVE NOTICE sent to the following**
22 **WITNESSES by way of Registered Mail with Misprision of Felony Obligations:**

23 **To/Cc:** Rob Bonta, Fiduciary(ies),
24 C/o Office of the Attorney General
25 1300 "I" Street
Sacramento, California [95814-2919]
Registered Mail # **RF775820670US.**

To/Cc: Issa, Darrel
C/o U.S. HOUSE OF REPRESENTATIVES
Washington, District of Colombia [20515]
Registered Mail # **RF775820666US.**

26 **To/Cc:** Michael Hestrin, Fiduciary(ies),
27 C/o Office of the District Attorney
3960 Orange Street
Riverside California [92501]
28 Registered Mail # **RF775820652US.**

To/cc: Merrick Garland
C/o OFFICE OF THE ATTORNEY GENERAL
950 Pennsylvania Avenue Nw
Washington, District of Colombia, [20530]
Registered Mail # **RF775820649US**

Invoice # RIVSHERTREAS12312024

INVOICE and/or TRUE BILL

Dear Valued Defendant(s), Respondent(s), Customer(s), Fiduciary(ies), Agent(s), and/or DEBTOR(S):

It has come to OUR attention that you are **deemed guilty of multiple felony crimes, violations of U.S. Code, U.C.C, the Constitution, and the law.** You have or currently still are **threatening, extorting, depriving, coercing, damaging, injuring, and causing irreparable physical, mental, emotional, and financial harm** to TMKEVIN WALKER© ESTATE, TMWG EXPRESS TRUST©, TMKEVIN WALKER© IRR TRUST and its/their beneficiary(ies), and their Fiduciary(ies), Trustee(s), Executor(s), Agent(s), and Representatives. **You remain in default, dishonor, and have an outstanding past due balance due immediately, to wit:**

1.	18 U.S. Code § 1341 - Frauds and swindle :	\$10,000,000.00
2.	18 U.S. Code § 4 - Misprision of felony	\$1,000,000.00
3.	Professional and personal fees and costs associated with preparing documents for this matter:	\$100,000,000.00
4.	15 U.S. Code § 2 - Monopolizing trade a felony; penalty:	\$200,000,000.00
5.	18 U.S. Code § 241 - Conspiracy against rights:	\$9,000,000,000.00
6.	18 U.S. Code § 242 - Deprivation of rights under color of law:	\$9,000,000,000.00
7.	18 U.S. Code § 1344 - Bank fraud: (fine and/or up to 30 years imprisonment)	\$100,000,000.00
8.	15 U.S. Code § 1122 - Liability of United States and States, and instrumentalities and officials thereof:	\$100,000,000,000.00
9.	15 U.S. Code § 1 - Trusts, etc., in restraint of trade illegal; penalty (fine and/or up to 10 years imprisonment):	\$900,000,000.00
10.	18 U.S. Code § 1951 - Interference with commerce by threats or violence (fine and/or up to 20 years imprisonment):	\$3,000,000,000.00
11.	Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and internationally protected persons:	\$11,000,000.00
12.	18 U.S. Code § 878 - Threats and extortion against foreign officials, official guests, or internationally protected persons (fine and/or up to 20 years imprisonment):	\$500,000,000.00
13.	18 U.S. Code § 880 - Receiving the proceeds of extortion (fine and/or up to 3 years imprisonment):	\$100,000,000.00
14.	Use of TM KEVIN LEWIS WALKER©: x 3	\$3,000,000.00
15.	Fraud, conspiracy, obstruction, identity theft, extortion, bad faith actions, treason, monopolization of trade and commerce, bank fraud, threats, coercion, identity theft, mental trauma, emotional anguish and trauma. embezzlement, larceny, felony crimes, loss of time and thus enjoyable life, deprivation of rights under the color of law harassment, Waring against the Constitution, injury and damage:	\$777,075,000,000.00

Total Due: \$1,000,000,000,000.00 USD
Good Faith Discount: \$999,700,000,000.00 USD
Total Due by 12/10/2024: \$300,000,000.00 USD
Total Due after 12/10/2024: \$1,000,000,000,000.00 USD

EXHIBITS/ATTACHMENTS:

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1. **Exhibit A: Affidavit: Power of Attorney In Fact'**
2. **Exhibit B:** Private UCC Contract Trust/UCC1 filing #**2024385925-4**.
3. **Exhibit C:** Private UCC Contract Trust/UCC3 filing ##**2024402990-2** .
4. **Exhibit D: Affidavit Right of Travel CANCELLATION, TERMINATION, AND REVOCATION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT and AGREEMENT. LICENSE/BOND # B6735991**
5. **Exhibit E:** Revocation Termination and Cancelation of Franchise.
6. **Exhibit F:** CITATION/BOND #**TE464702**, accepted under threat, duress, and coercion: AS EVIDENCED BY SIGNATURE LINE.
7. **Exhibit G:** Automobile's PRIVATE PLATE displayed on the automobile
8. **Exhibit H:** Screenshot of "Automobile" and "commercial vehicle" from DMV website
9. **Exhibit I:** Screenshot of CA CODE § 260 from <https://leginfo.legislature.ca.gov>
10. **Exhibit J:** Photo(s) of Defendant/Respondent Gregory D Eastwood.
11. **Exhibit K:** Photo(s) of Defendant/Respondent Robert C V Bowman.
12. **Exhibit L:** Photo(s) of Defendant/Respondent Willam Pratt.
13. **Exhibit M:** AFFIDAVIT CERTIFICATE of **STATUS, ASSETS, RIGHTS, JURISDICTION, AND PROTECTIONS** as national/non-citizen national, foreign government, foreign official, internationally protected person, international organization, **secured party/secured creditor**, and/or national of the United States, #**RF661448964US**.
14. **Exhibit N:** national/non-citizen national passport card #**C35510079**.
15. **Exhibit O:** national/non-citizen national passport book #**A39235161**.
16. **Exhibit P:** TMKEVIN LEWIS WALKER© Copyright and Trademark Agreement.
17. **Exhibit Q:**
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WORDS DEFINED GLOSSARY OF TERMS:

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

1. **automobile:** a passenger vehicle that does not transport persons for hire. This includes station wagons, sedans, vans, and sport utility vehicles. **See, California Vehicle Code (CVC) §465.**
2. **commercial vehicle:** A “commercial vehicle” is a vehicle which is used or maintained for the transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily for the transportation of property (for example, trucks and pickups). **See CVC §260.**
3. **motor vehicle:** The term “motor vehicle” means every description of carriage or other contrivance propelled or drawn by mechanical power **and** used for **commercial purposes** on the highways in the transportation of passengers, passengers and property, or property or cargo. **See 18 U.S. Code § 31 - Definitions.**
4. **financial institution:** a **person**, an **individual**, a **private banker**, a business engaged in vehicle sales, including automobile, airplane, and boat sales, persons involved in real estate closings and settlements, the United States Postal Service, a commercial bank or trust company, any credit union, an agency of the United States Government or of a State or local government carrying out a duty or power of a business described in this paragraph, a broker or dealer in securities or commodities, a currency exchange, or a business engaged in the exchange of currency, funds, or value that substitutes for currency or funds, financial agency, a loan or finance company, an issuer, redeemer, or cashier of travelers’ checks, checks, money orders, or similar instruments, an operator of a credit card system, an insurance company, a licensed sender of money or any other person who engages as a business in the transmission of currency, funds, or value that substitutes for currency, including any person who engages as a business in an informal money transfer system or any network of people who engage as a business in facilitating the transfer of money domestically or internationally outside of the conventional financial institutions system. Ref, 31 U.S. Code § 5312 - Definitions and application.
5. **individual:** As a noun, this term denotes a single **person** as distinguished from a group or class, and also, very commonly, a private or natural person as distinguished from a partnership, corporation, or association; but it is said that this restrictive signification is not necessarily inherent in the word, and that it **may**, in proper cases, include **artificial persons**. As an adjective: Existing as an indivisible entity.

1 Of or relating to a single person or thing, as opposed to a group. — See Black’s Law Dictionary 4th, 7th,
2 and 8th Edition pages 913, 777, and 2263 respectively.

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

17 7. **bank:** a **person** engaged in the business of banking and includes a savings bank, savings and loan
18 association, credit union, and **trust company.** The terms “banks”, “national bank”, “national banking
19 association”, “member bank”, “board”, “district”, and “reserve bank” shall have the meanings assigned
20 to them in section 221 of this title. An institution, of great value in the commercial world, empowered
21 to receive deposits of money, to make loans. and to issue its promissory notes, (designed to circulate as
22 money, and commonly called "bank-notes" or "bank-bills") or to perform any one or more of these
23 functions. The term "bank" is usually restricted in its application to an incorporated body; while a
24 **private individual** making it his business to conduct banking operations is denominated a “banker.”
25 Banks in a commercial sense are of three kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation.
26 Strictly speaking, the term "bank" implies a place for the deposit of money, as that is the most obvious
27 purpose of such an institution. — See, UCC 1-201, 4-105, 12 U.S. Code § 221a, Black’s Law Dictionary
28 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117, 183-184, 139-140, and 437-439.

- 1 8. **discharge:** To cancel or unloose the obligation of a contract; to make an agreement or contract null and
2 inoperative. Its principal species are rescission, release, accord and satisfaction, performance,
3 judgement, composition, bankruptcy, merger. As applied to demands claims, right of action,
4 incumbrances, etc., to discharge the debt or claim is to extinguish it, to annul its obligatory force, to
5 satisfy it. And here also the term is generic; thus a dent , a mortgage. As a noun, the word means the act
6 or instrument by which the binding force of a contract is terminated, irrespective of whether the
7 contract is carried out to the full extent contemplated (in which case the discharge is the result of
8 performance) or is broken off before complete execution. See, Blacks Law Dictionary 1st, page
- 9 9. **pay:** To discharge a debt; to deliver to a creditor the value of a debt, either in
10 money or in goods, for his acceptance. To pay is to deliver to a creditor the
11 value of a debt, either in money or In goods, for his acceptance, by which the
12 debt is discharged. See Blacks Law Dictionary 1st, 2nd, and 3rd edition, pages
13 880, 883, and 1339 respectively.
- 14 10. **payment:** The performance of a duty, promise, or obligation, or discharge of a debt or liability. by the
15 delivery of money or other value. Also the money or thing so delivered. Performance of an obligation
16 by the delivery of money or some other valuable thing accepted in partial or full discharge of the
17 obligation. [Cases: Payment 1. C.J.S. Payment § 2.] 2. The money or other valuable thing so delivered in
18 satisfaction of an obligation. See Blacks Law Dictionary 1st and 8th edition, pages 880-811 and
19 3576-3577, respectively.
- 20 11. **driver:** The term "driver" (i.e: "driver's license") means One **employed** in conducting a coach, carriage,
21 wagon, or other vehicle, with horses, mules, or other animals.
- 22 12. **may:** An auxiliary verb qualifying the meaning of another verb by expressing ability, competency,
23 liberty, permission, probability or contingency. — Regardless of the instrument, however, whether
24 constitution, statute, deed, contract or whatnot, **courts not infrequently construe "may" as "shall" or**
25 **"must".** — See Black's Law Dictionary, 4th Edition page 1131.
- 26 13. **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.

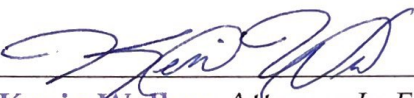
- 1 14. **national:** “foreign government”, “foreign official”, “internationally protected person”, “international
2 organization”, “national of the United States”, “official guest,” and/or “non-citizen national.” **They all**
3 **have the same meaning.** See Title 18 U.S. Code § 112 - Protection of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

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

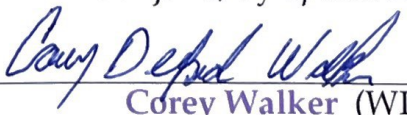
5 I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding
6 in good faith being of sound mind states that the facts contained herein are true,
7 correct, complete and not misleading to the best of Affiant's knowledge and belief
8 under penalty of International Commercial Law and state this to be HIS Affidavit of
9 Truth regarding same signed and sealed this 1ST day of JANUARY 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,
18 take one or two others along, so that every matter may be established by the testimony of two
19 or three witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every
20 word be established" 2 Corinthians 13:1.

21 Sui juris, By *Special Limited Appearance*,
22 By: 
23 **Donnabelle Mortel** (WITNESS)

24 Sui juris, By *Special Limited Appearance*,
25 By: 
26 **Corey Walker** (WITNESS)

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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.

JURAT:

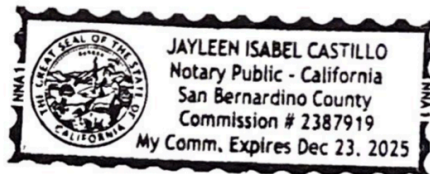
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Riverside)
) ss.
County of California)

Subscribed and ~~sworn~~ to (or affirmed) before me on this 2nd day of January, 2025 by Kevin Walker proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Jayleen Isabel Castillo Notary public
print

Jayleen Castillo Seal:



-Exhibit C-

From/Plaintiff: Kevin: Walker, *sui juris, In Propria Persona.*
Executor, Authorized Representative, Secured Party, Master Beneficiary
™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©
c/o 30650 Rancho California Road Suite #406-251
Temecula, California [92591]
non-domestic *without* the United States
Email: team@walkernovagroup.com

*** NOTICE TO AGENT IS NOTICE TO PRINCIPAL ***
*** NOTICE TO PRINCIPAL IS NOTICE TO AGENT ***

*** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT ***

To/Defendant(s)/Respondent(s): Gregory D Eastwood,
Robert C V Bowman, George Reyes.
C/o SOUTHWEST JUSTICE CENTER
30755-D Auld Road
Murrieta, California [92563]
Registered Mail # RF775821088US
Email: info@riversidesheriff.org / ssherman@law4cops.com

To/Defendant(s)/Respondent(s): Chad Bianco.
C/o RIVERSIDE COUNTY SHERIFF
4095 Lemon Street, 2nd floor
Riverside, California [92501]
Registered Mail # RF775821131US
Email: info@riversidesheriff.org / ssherman@law4cops.com

AFFIDAVIT and Plain Statement of Facts

NOTICE OF DEFAULT, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON.

Kevin: Walker, ™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©, ™KEVIN WALKER© IRR TRUST,

Claimant(s)Plaintiff(s),

vs.

Chad Bianco, Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, CHAD BIANCO, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, Does 1-100 Inclusive,

Defendant(s)/Respondent(s).

CITATION/BOND NO.: TE464702

1. FRAUD
2. RACKETEERING
3. EMBEZZLEMENT
4. IDENTITY THEFT
5. CONPSIRACY
6. DEPRIVATION OF RIGHTS UNDER COLOR OF LAW
7. RECEIVING EXTORTION PROCEEDS
8. FALSE PRETENSES
9. EXTORTION
10. UNLAWFUL IMPRISONMENT
11. TORTURE
12. KIDNAPPING
13. FORCED PEONAGE
14. MONOPOLIZATION OF TRADE AND COMMERCE
15. BANK FRAUD
16. TRANSPORTATION OF STOLEN PROPERTY, MONEY, & SECURITIES
17. CONSIDERED AND STIPULATED ONE TRILLION DOLLAR (\$1,000,000,000.00) JUDGEMENT AND LIEN.

COMES NOW, Claimant(s)/Plaintiff(s) ™KEVIN WALKER© ESTATE and ™KEVIN LEWIS WALKER© and ™KEVIN WALKER© IRR TRUST, (hereinafter "Plaintiffs"), by and through their Attorney-In-Fact, **Kevin: Walker**, who is

1 proceeding *sui juris, In Propria Persona* (*pro per*), and by *Special Limited*
2 *Appearance*. Kevin is a natural freeborn Sovereign and state Citizen of California
3 the republic in its De'jure capacity as one of the several states of the Union 1789.
4 This incidentally makes him a non-citizen national/ national American Citizen of
5 the republic as per the De'Jure Constitution for the United States 1777/1789.
6 Claimant(s)/Plaintiff(s), acting through their Attorney(s)-in-Fact, assert their
7 unalienable right to contract, as secured by Article I, Section 10 of the
8 Constitution, which states: "No State shall... pass any Law impairing the Obligation
9 of Contracts." and thus which prohibits states from impairing the obligation of
10 contracts. This clause unequivocally prohibits states from impairing the obligation
11 of 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 Exhibits A and incorporated herein by reference. Plaintiffs further rely on their
15 unalienable and inherent rights under the Constitution and the common law –
16 rights that predate the formation of the state and remain safeguarded by due
17 process of law.

18 I. Constitutional Basis:

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

22 Plaintiffs respectfully assert and affirm:

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

1 process of law, and in accordance with the Constitution. Among his rights are a
2 refusal to incriminate himself, and the immunity of himself and his property from
3 arrest or seizure except under a warrant of the law. He owes nothing to the public
4 so long as he does not trespass upon their rights." (*Hale v. Henkel*, 201 U.S. 43, 47
5 [1905]).

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

25 **II. Supremacy Clause**

26 Plaintiffs respectfully assert and affirm that:

- 27 • **The Supremacy Clause** of the Constitution of the United States (**Article VI, Clause**
28 **2)** **establishes** that **the Constitution**, federal laws made **pursuant to it**, and treaties

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

11 **III. NOTICE OF DEFAULT**

12 This notice serves as formal **NOTICE OF DEFAULT**, concerning Contract/Bond/
13 Ticket Number [TE464702](#). This communication shall serve as a formal **NOTICE OF**
14 **DEFAULT** of the aforementioned coerced and extorted offer, which was
15 conditionally accepted contingent upon proof of the conditions set forth herein,
16 governed by the principles of contract law, legal maxims, common law, and the
17 **Uniform Commercial Code (UCC)**, including but not limited to **UCC §§ 1-103,**
18 **2-202, 2-204, 2-206**, and the **mailbox/postal rule.**

19 The undersigned, [Kevin: Walker](#), herein referred to as Affiant. Affiant is
20 the Agent, Attorney-In-Fact, **holder in due course**, and **Secured Party** and
21 Creditor of and for TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS
22 WALKER©, TMKEVIN WALKER© IRR TRUST. Affiant hereby states that he
23 is of legal age and competent to state on belief and first hand personal
24 knowledge that the facts set forth herein as duly noted below are true, correct,
25 complete, and presented in **good faith**, regarding the **coerced and extorted**
26 commercial contract OFFER/CONTRACT/TICKET/BOND #[TE464702](#),
27 listed under TMKEVIN LEWIS WALKER©, pertaining to the private trust
28 property and private automobile hereafter referred to as "Private Property".

1 **IV. ** Notice of Administrative Process ****

2 This **VERIFIED** Affidavit, NOTICE, and SELF-EXECUTING CONTRACT
3 SECURITY AGREEMENT concerns Defendant(s)/Respondent(s)/You, Chad
4 Bianco, Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt,
5 CHAD BIANCO, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM
6 PRATT, GEORGE REYES, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, *Does*
7 *1-100 Inclusive*, and their **blatant bad faith** acts of **fraud, racketeering, conspiracy,**
8 **threats and extortion against foreign officials, official guests, or internationally**
9 **protected persons, extortion, embezzlement, larceny, coercion, identity theft,**
10 **extortion of national/internationally protected person, conspiracy to deprive of**
11 **rights under the color of law, treason, bank fraud, trusts, etc., in restraint of trade,**
12 **frauds and swindles, mail fraud, forced peonage, monopolization of trade and**
13 **commerce, willful violation of the Constitution, deprivation of rights under color of**
14 **law, monopolization of trade and commerce, and intentional and willful and**
15 **intentional trespass and infringement** of the TMKEVIN LEWIS WALKER©
16 trademark, trade name, patent and copyright.

17 As with any administrative process, You/Defendant(s)/Respondent(s),
18 Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert
19 Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT,
20 GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS
21 DEPARTMENT, *Does 1-100 Inclusive* may controvert the statements and/or claims
22 made by Affiants by executing and delivering a verified response point by point, in
23 affidavit form, **sworn and attested to under penalty of perjury**, signed by Gregory
24 D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell,
25 GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE
26 REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, *Does*
27 *1-100* or other designated officer of the corporation with evidence in support by
28 Certified, Express, or Registered Mail. **Answers by any other means are considered**

1 a non-response and will be treated as a non-response.

2 ***** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT*** :**

3 Again for the record, this **contract, received and accepted per the mailbox**
4 **rule, is self-executing and serves as a SECURITY AGREEMENT, and establishes**
5 **a lien, Authorized by You/They/the DEBTOR(S). Acceptance of this contract is**
6 **deemed to occur at the moment it is dispatched via mail, in accordance with the**
7 **mailbox rule established in common law. Under this rule, an acceptance becomes**
8 **effective and binding** once it is properly addressed, stamped, and placed in the
9 control of the postal service, as supported by **Adams v. Lindsell (1818) 106 ER 250.**
10 **Furthermore, as a self-executing agreement, this contract creates immediate and**
11 **enforceable obligations** without the need for further action, functioning also as a
12 **SECURITY AGREEMENT under Article 9 of the Uniform Commercial Code (UCC).**

13 ***** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT*** :**

14 **Contract Agreement Terms of Conditional Acceptance:**

15 **V. Plain Statement of Facts**

16 KNOW ALL MEN BY THESE PRESENT, that I, **Kevin: Walker**, proceeding
17 *sui juris, In Propria Persona*, by *Special Limited Appearance*, a man upon the land,
18 a follower of the Almighty Supreme Creator, first and foremost and the laws of man
19 when they are not in conflict (Leviticus 18:3, 4) Pursuant to Matthew 5:33 - 37 and
20 James 5:12, let my yea mean yea and my nay be nay, as supported by Federal Public
21 Law 97-280, 96 Stat.1211, depose and say that I, **Kevin: Walker** over 18 years of age,
22 being competent to testify and having **first hand knowledge** of the facts herein
23 **declare (or certify, verify, affirm, or state)** under penalty of perjury under the laws
24 of the **United States of America** that the following is true and correct, to the best of
25 my understanding and belief, and in good faith:

- 26 1. I, Kevin: Walker, *proceeding sui juris, In Propria Persona*, by *Special Limited*
27 *Appearance*, hereby state again for the record that I explicitly **reserve all my**
28 **rights and waive absolutely none.** See U.C.C. § 1-308.

- 1 2. I, Kevin: Walker, *proceeding sui juris, In Propria Persona*, by *Special*
2 *Limited Appearance*, herby invoke *equity and fairness*.
- 3 3. As a a natural freeborn **Sovereign, state Citizen: Californian**, and
4 **national**, there is no legal *requirement* for me to have such a “license” for
5 **traveling** in my **private** car and/or means of transport. The unrevealed
6 legal purpose of driver's licenses is commercial in nature. Since I **do not**
7 carry passengers ‘for hire,’ and I **am not** engaged in trade or commerce on
8 the highways, **there is no law ‘requiring’** me to have a license to **travel** for
9 my own **private** pleasure and that of my family and friends.
- 10 4. I, Kevin: Walker, *proceeding sui juris, In Propria Persona*, by *Special*
11 *Limited Appearance*, herby **declare, state, verify, and affirm** for the record
12 that the ‘commercial’ and ‘for hire’ Driver’s License/Contract/Bond #
13 **B6735991** has been canceled, revoked, terminated, and liquidated, as
14 evidenced by instructions and notice accepted by **Steven Gordon**, with the
15 California Department of Motor Vehicles,” as **evidenced** by Affidavit of
16 TruthRegistered Mail #**RF661447751US**.
- 17 5. Consistent with the **eternal tradition of natural common law**, unless I
18 **have harmed or violated someone or their property, I have committed no**
19 **crime; and I am therefore not subject to any penalty**. I act in accordance
20 with the following **U.S. Supreme Court case**: "The individual may stand
21 upon his **constitutional rights** as a citizen. He is entitled to carry on his
22 **private** business in his own way. **His power to contract is unlimited**. He
23 owes no such duty [to submit his books and papers for an examination] to
24 the State, since he receives nothing therefrom, beyond the protection of his
25 life and property. His rights are such as existed by the law of the land
26 [Common Law] **long antecedent to the organization of the State**, and can
27 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

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

5 6. I reserve my natural **common law right** not to be compelled to perform under
6 any **contract** that I did not enter into knowingly, voluntarily, and
7 **intentionally**. And furthermore, I do **not** accept the liability associated with the
8 compelled and pretended "benefit" of any hidden or unrevealed contract or
9 commercial agreement. As such, the hidden or unrevealed contracts that
10 supposedly create obligations to perform, for persons of subject status, are
11 inapplicable to me, and are null and void. If I have participated in any of the
12 supposed "benefits" associated with these hidden contracts, I have done so under
13 duress, for lack of any other practical alternative. I may have received such
14 "benefits" but I have not accepted them in a manner that binds me to anything.

15 7. **Affiant states and alleges that this Affidavit Notice and Self-Executing**
16 **Contract and Security Agreement is *prima facie* evidence of fraud,**
17 **racketeering, indentity theft, treason, breach of trust and fiduciary duties,**
18 **extortion, coercion, deprivation of rights under the color of law, conspiracy to**
19 **deprive of rights under the color of law, monopolization of trade and commerce,**
20 **forced peonage, obstruction of enforcement, extortion of a national/**
21 **internationally protected person, false imprisonment, torture, creating trusts in**
22 **restraint of trade dereliction of fiduciary duties, bank fraud, breach of trust,**
23 **treason, tax evasion, bad faith actions, dishonor, injury and damage to Affiant**
24 **and proof of claim. See *United States v. Kis*, 658 F.2d, 526 (7th Cir. 1981),,**
25 **"Appellee had the burden of first proving its prima facie case and could do so**
26 **by affidavit or other evidence."**

27 **UNLAWFUL DETAINMENT AND ARREST while Traveling**
28 **in *Private* Automobile**

- 1 8. On **December 31, 2024**, at approximately 9:32am I, **Kevin: Walker, sui juris**, was
2 **traveling privately** in my **private** automobile, displaying a 'PRIVATE' plate,
3 indicating I was 'not for hire' or operating commercially, and the private
4 automobile was not displaying a STATE plate of any sort . This clearly
5 established that the **private** automobile was '*not for hire*' or '**commercial**' use
6 and, therefore explicitly classifying the automobile as **private property**, and
7 **NOT** *within* any statutory and/or commercial jurisdiction. See Exhibit G.
- 8 9. Upon being unlawfully stopped and detained by Defendant/Respondents,
9 Gregory D Eastwood and Robert C V Bowman, I, Affiant, informed **all**
10 **Defendants** who willfully **conspired** on the scene in violation of 18 U.S.C. §§ 241
11 and 242, that I was a state Citizen, non-citizen natinoal/**national, privately**
12 **traveling** in My **private** automobile, as articulated by Me and as evidenced by
13 the 'PRIVATE' plate on the private automobile. **This includes William Pratt**
14 **and George Reyes.**
- 15 10.The **private** automobile and **trust property** was **not** in *any* way displaying
16 STATE or government registration or stickers, and was displaying a
17 PRIVATE plate, removing the automobile from the Defendant's
18 jurisdiction. See Exhibit G.
- 19 11.The **private** automobile is duly reflected on Private UCC Contract Trust/UCC1
20 filing **#2024385925-4, and UCC3 filing #2024402990-2, both filings** attached
21 hereto as **Exhibits B and C** respectively, and incorporated herein by reference
- 22 12.**Under threat, duress, and coercion, and at gunpoint**, Gregory D Eastwood and
23 Robert C V Bowman were presented with a national/ non-citizen national,
24 **#C35510079** and passport book **#A39235161**. Copy attached hereto as **Exhibits N**
25 **and O** respectively, and incorporated herein by reference.
- 26 13.Defendant/Respondents, acted against the Constitution, even when reminded of
27 their duties to support and uphold the Constitution.

28 //

1 14. At no point in time were Defendants/Respondents presented with a
2 CALIFORNIA DRIVER'S LICENSE (COMMERCIAL CONTRACT), and any
3 information added to the CITATION/CONTRACT was done so in fraud,
4 without consent, full disclosure, and thus is *void ab initio*.

5 15.I, Kevin: Walker, *sui juris*, should never have been stopped exercising my right to
6 travel, in a private automobile that was clearly marked "PRIVATE" and "not for
7 hire" and "not for commercial use."

8 **FRAUDULENT ALTERATION OF SIGNATURE,**
9 **COERCION, ASSAULT, DISPARAGEMENT,**

10 16. During release procedures, Defendant Robert Gell threatened to "house" Kevin:
11 Walker if Kevin did not sign every document presented, exactly as he (Robert
12 Gell) wanted Kevin to. Camera records will evidence Robert telling to return to
13 the release tank for no apparent reason, and then **assaulting, shoving, and**
14 **pushing** Kevin into the tank at the end of the walk.

15 17. Defendant Robert Gell went as far as aggressively rushing around a desk and
16 assaulting Kevin, and snatching a pen from Kevin's hand, because Kevin
17 attempted to write 'under duress' by his signature.

18 18. Defendant Robert Gell willfully and intentionally altered Affiant's signature on
19 one document and crossed out 'UCC 1-308,' immediately after Affiant hand
20 wrote it on the document.

21 19. Robert Gell stated he had no idea what an attorney-in-fact is and that Kevin:
22 Walker was a, ["]jackass["].

23 **FRUIT OF THE POISONOUS TREE DOCTRINE**

24 20. Affiant further asserts and establishes on the record that the undisputedly
25 unlawful and unconstitutional stop, arrest, and subsequent actions of the
26 Defendants/Respondents are in violation of the Fourth Amendment to the
27 Constitution of the United States of America and constitute an unlawful arrest
28 and seizure. The "**fruit of the poisonous tree**" doctrine, as articulated by the

1 **U.S. Supreme Court**, establishes that *any* evidence obtained as a result of an
2 unlawful stop or detainment is tainted and inadmissible in *any* subsequent
3 proceedings. The unlawful actions of Gregory D. Eastwood, Robert C. V.
4 Bowman, George Reyes, William Pratt, and Robert Gell including *but not limited*
5 *to* the issuance of fraudulent citations/contracts under threat, duress, and
6 coercion, render all actions and evidence derived therefrom *void ab initio*. See
7 *Wong Sun v. United States*, 371 U.S. 471 (1963).

8 21. Affiant therefore declares and demands that all actions and evidence obtained in
9 connection with this unlawful stop be deemed inadmissible and void as fruits of
10 the poisonous tree.

11 **VI. CONDITIONAL ACCEPTANCE upon proof**

12 All statements, claims, offer, terms presented in your **coerced and extorted OFFER**
13 **(#TE464702)** are **CONDITIONALLY ACCEPTED** upon proof of the following from
14 **You/Defendant(s)/Respondent(s)**:

- 15 1. **Upon Proof from You/Defendant(s)/Respondent(s)** CITATION/
16 INSTRUMENT/OFFER #TE464702 was accepted intentionally, willfully, and
17 and indorsed, and not done so under threat, duress, and/or coercion, and
18 with full and complete disclosure (**Exhibit F**).
- 19 2. **Upon Proof from You/Defendant(s)/Respondent(s)** that **California Vehicle**
20 **Code § 260** applies to **private** “automobiles” and explicitly requires their
21 registration, notwithstanding the clear distinction made between private and
22 commercial vehicles in the code itself.
- 23 3. **Upon Proof from You/Defendant(s)/Respondent(s)** that **18 U.S. Code**
24 **§ 31(6)** includes **private** “automobiles” within its definition of "motor
25 vehicle," contrary to its express limitation to vehicles used for
26 **commercial** purposes.
- 27 4. **Upon Proof from You/Defendant(s)/Respondent(s)** that the cited
28 **private** “automobiles” (“Private Property”) was required to be

1 registered despite displaying a **private plate** identifying it as a **private**
2 **transport** and not for commercial use, as evidenced by the photograph
3 of the private decal and PLATE displayed on the **private** “automobile.”
4 A picture of the private PLATE attached hereto as **Exhibit G** and
5 incorporated herein by reference.

6 5. **Upon Proof from You/Defendant(s)/Respondent(s) that it is NOT a**
7 fundamental **Right** to travel, and it is **factually** and actually a privilege, and
8 NOT a gift granted by the Supreme Creator and restated by our founding
9 fathers as **Unalienable** and cannot be taken by any Man / Government made
10 Law or color of law known as a **private** “Code” (secret) or a “Statute.”

11 6. **Upon Proof from You/Defendant(s)/Respondent(s) of Jurisdiction and**
12 **Authority:**

- 13 • Provide evidence demonstrating the issuing authority’s jurisdiction to
14 impose statutory obligations upon **private** individuals utilizing **private**
15 *automobiles* for personal purposes.

16 7. **Upon Proof from You/Defendant(s)/Respondent(s) of Lawful**
17 **Consideration:**

- 18 • Provide evidence that the coerced and extorted CITATION constitutes
19 a *valid* contract supported by **lawful consideration**, which was
20 entered into **knowingly, willfully, free of coercion, threat,**
21 **intimidation, or other felonious and bad faith actions, with *full and***
22 ***complete disclosure.* Without mutual consent and valuable**
23 **consideration, no valid contract can exist under common law or UCC**
24 **principles.**

25 8. **Upon Proof from You/Defendant(s)/Respondent(s) that the living**
26 man, natural born Sovereign, state Citizen: Californian, national/non-
27 citizen national, **Kevin: Walker, sui juris, In Propria Persona,** does
28 **NOT** possess the **unalienable** inherent, unalienable **right** to travel in

- 1 His private automobile/private transport, free of harassment, trespass,
2 restrictions, and/or encumbrances.
- 3 9. **Upon Proof from You/Defendant(s)/Respondent(s) that it is NOT well**
4 **established law that the highways of the State are public property, and**
5 **their primary and preferred use is for private purposes, and that their use**
6 **for purposes of gain is special and extraordinary which, generally at least,**
7 **the legislature may prohibit or condition as it sees fit." See, [Stephenson vs.](#)**
8 **[Rinford, 287 US 251; Pachard vs Banton, 264 US 140, and cases cited; Frost](#)**
9 **[and F. Trucking Co. vs. Railroad Commission, 271 US 592; Railroad](#)**
10 **[commission vs. Inter-City Forwarding Co., 57 SW.2d 290; Parlett Cooperative](#)**
11 **[vs. Tidewater Lines, 164 A. 313.](#)**
- 12 10. **Upon Proof from You/Defendant(s)/Respondent(s) that a vehicle NOT used**
13 **for commercial activity is NOT a “consumer good , and ...it IS a type of**
14 **vehicle required to be registered and “use tax” paid of which the tab is**
15 **evidence of receipt of the tax. See, [Bank of Boston vs Jones, 4 UCC Rep. Serv.](#)**
16 **[1021, 236 A2d 484, UCC PP 9-109.14.](#)**
- 17 11. **Upon Proof from You/Defendant(s)/Respondent(s) that the entirety**
18 **of this transaction does not constitute a "commercial" matter under**
19 **applicable law.**
- 20 12. **Upon Proof from You/Defendant(s)/Respondent(s) that, ‘the claim and**
21 **exercise of a constitutional right CAN be converted into a crime.’ See, [Miller](#)**
22 **[v. U.S., 230 F 2d 486, 489.](#)**
- 23 13. **Upon Proof from You/Defendant(s)/Respondent(s) that, the owner**
24 **DOES NOT have constitutional right to use and enjoyment of his**
25 **property." See, [Simpson v. Los Angeles \(1935\), 4 C.2d 60, 47 P.2d 474.](#)**
- 26 14. **Upon Proof from You/Defendant(s)/Respondent(s) that private men**
27 **and women are required to give up their right to “travel,” for the**
28 **purported “benefit” and privilege of “driving” a “motor vehicle.”**

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

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

11 **20. Upon Proof from You/Defendant(s)/Respondent(s) that it WAS NOT**
12 **noted in Land v. Dollar, 338 US 731 (1947), "that when the government**
13 **entered into a commercial field of activity, it **left immunity behind.**"**
14 **This principle is further affirmed in *Brady v. Roosevelt*, 317 U.S. 575**
15 **(1943); *FHA v. Burr*, 309 U.S. 242 (1940); and *Kiefer v. RFC*, 306 U.S. 381**
16 **(1939).**

17 **21. Upon Proof from You/Defendant(s)/Respondent(s) that it was NOT**
18 **established under the Clearfield Doctrine, as articulated in *Clearfield***
19 ***Trust Co. v. United States*, 318 U.S. 363 (1943), that when the government**
20 **engages in commercial or proprietary activities, it sheds its sovereignty**
21 **and is subject to the same rules and liabilities as any private**
22 **corporation.**

23 **VII. LEGAL STANDARDS, MAXIMS, and PRECEDENT**

24 In support of this CONDITIONAL ACCEPTANCE and Affidavit and Notice
25 and Self-Executing Contract and Security Agreement Affiant cites the
26 following established legal standards, legal maxims, precedent, and
27 principles:

28 **Use defines classification:**

- 1 1. It is **well established law** that the **highways** of the state are **public**
2 **property**, and **their primary and preferred use is for private purposes**, and
3 that their use for purposes of gain is special and extraordinary which,
4 generally at least, the legislature may prohibit or condition as it sees fit."
5 **Stephenson vs. Rinford**, 287 US 251; **Pachard vs Banton**, 264 US 140, and
6 cases cited; **Frost and F. Trucking Co. vs. Railroad Commission**, 271 US 592;
7 **Railroad commission vs. Inter-City Forwarding Co.**, 57 SW.2d 290; **Parlett**
8 **Cooperative vs. Tidewater Lines**, 164 A. 313
- 9 2. The **California Motor Vehicle Code, section 260**: Private cars/vans etc. not
10 in commerce / for profit, are immune to registration fees:
 - 11 1. (a) A "**commercial vehicle**" is a vehicle of a type **REQUIRED** to be
12 **REGISTERED** under this code".
 - 13 2. (b) "Passenger vehicles which are **not used** for the transportation
14 of persons **for hire**, compensation or profit, and housecars, **are not**
15 **commercial vehicles**".
 - 16 3. (c) "a vanpool vehicle is not a **commercial** vehicle."
- 17 3. **18 U.S. Code § 31 - Definition**, expressly stipulates, "The term "**motor**
18 **vehicle**" means every description of carriage or other contrivance propelled
19 or drawn by mechanical power **and used for commercial purposes** on the
20 highways in the transportation of passengers, passengers and property, or
21 property or cargo".
- 22 4. A vehicle not used for **commercial** activity is a "consumer goods", ...it is
23 **NOT** a type of vehicle **required** to be registered and "use tax" paid of which
24 the tab is evidence of receipt of the tax." *Bank of Boston vs Jones*, 4 UCC Rep.
25 Serv. 1021, 236 A2d 484, UCC PP 9-109.14.
- 26 5. " The '**privilege**' of using the streets and highways by the
27 operation thereon of motor carriers **for hire** can be acquired only
28

- 1 by permission or license from the state or its political subdivision.
2 " – Black's Law Dictionary, 5th ed, page 830.
- 3 6. "It is held that a tax upon common carriers by motor vehicles is
4 based upon a reasonable classification, and does not involve any
5 unconstitutional discrimination, although **it does not apply to**
6 **private vehicles**, or those used by the owner in his own business,
7 and not for hire." **Desser v. Wichita, (1915) 96 Kan. 820; Iowa**
8 **Motor Vehicle Asso. v. Railroad Comrs., 75 A.L.R. 22.**
- 9 7. "Thus self-driven vehicles are **classified according to the use** to
10 which they are put rather than according to the means by which
11 they are propelled." Ex Parte Hoffert, 148 NW 20.
- 12 8. In view of this rule a statutory provision that the supervising
13 officials "**may**" exempt such persons when the transportation is
14 not on a **commercial** basis means that they "**must**" exempt them."
15 **State v. Johnson, 243 P. 1073; 60 C.J.S. section 94 page 581.**
- 16 9. "The use to which an item is put, rather than its physical
17 **characteristics**, determine whether it should be classified as
18 ``consumer goods" under UCC 9- 109(1) or ``equipment" under
19 UCC 9-109(2)." **Grimes v Massey Ferguson, Inc., 23 UCC Rep Serv**
20 **655; 355 So.2d 338 (Ala., 1978).**
- 21 10. "Under UCC 9-109 there is a real distinction between goods
22 purchased for personal use and those purchased for business use.
23 The two are mutually exclusive and the **principal use to which the**
24 **property is put should be considered as determinative.**" **James**
25 **Talcott, Inc. v Gee, 5 UCC Rep Serv 1028; 266 Cal.App.2d 384, 72**
26 **Cal.Rptr. 168 (1968).**

27 //

28 //

- 1 11. "The **classification of goods** in UCC 9-109 **are mutually exclusive.**"
2 **McFadden v Mercantile-Safe Deposit & Trust Co.**, 8 UCC Rep Serv 766; 260
3 Md 601, 273 A.2d 198 (1971).
4 12. "The classification of ``goods" under [UCC] 9-109 **is a question of fact.**"
5 **Morgan County Feeders, Inc. v McCormick**, 18 UCC Rep Serv 2d 632; 836
6 P.2d 1051 (Colo. App., 1992).
7 13. "The definition of ``goods" includes an automobile." *Henson v Government*
8 *Employees Finance & Industrial Loan Corp.*, 15 UCC Rep Serv 1137; 257 Ark
9 273, 516 S.W.2d 1 (1974).

10 **The RIGHT to Travel is not a Privilege:**

- 11 14. "**No State government entity has the power to allow or deny passage**
12 **on the highways**, byways, nor waterways... transporting his vehicles
13 and personal property for either recreation or business, but by being
14 subject only to local regulation i.e., safety, caution, traffic lights, speed
15 limits, etc. **Travel is not a privilege requiring, licensing, vehicle**
16 **registration, or forced insurances.**" *Chicago Coach Co. v. City of*
17 *Chicago*, 337 Ill. 200, 169 N.E. 22.
18 15. The fundamental **Right** to travel is NOT a Privilege, it's a gift granted
19 by your Creator and restated by our founding fathers as Unalienable
20 and cannot be taken by any Man / Government made Law or color of
21 law known as a private "Code" (secret) or a "Statute."
22 16. "**Traveling** is passing from place to place--act of **performing journey;**
23 and **traveler is person who travels.**" *In Re Archy* (1858), 9 C. 47.
24 17. "**Right** of transit through each state, with every species of property
25 known to constitution of United States, and recognized by that
26 paramount law, is secured by that instrument to each citizen, and does
27 not depend upon uncertain and changeable ground of mere comity." *In*
28 *Re Archy* (1858), 9 C. 47.

1 18. Freedom to **travel** is, indeed, an important aspect of the citizen's "liberty".

2 We are first concerned with the extent, if any, to which Congress has
3 authorized its curtailment. (Road) **Kent v. Dulles**, 357 U.S. 116, 127.

4 19. The **right** to **travel** is a part of the "liberty" of which the citizen cannot be
5 deprived without due process of law under the Fifth Amendment. So much
6 is conceded by the solicitor general. In Anglo Saxon law that right was
7 emerging at least as early as Magna Carta. **Kent v. Dulles**, 357 U.S. 116, 125.

8 20. "Even the legislature **has no power** to deny to a citizen the **right** to travel
9 upon the highway and transport his property in the ordinary course of his
10 business or pleasure, though this right may be regulated in accordance with
11 public interest and convenience. *Chicago Coach Co. v. City of Chicago*, 337
12 Ill. 200, 169 N.E. 22, 206.

13 21. "... It is now universally recognized that the state does possess such power
14 [to impose such burdens and limitations upon private carriers when using
15 the public highways for the transaction of their business] with respect to
16 common carriers using the public highways for the transaction of their
17 business in the transportation of persons or property for hire. That rule is
18 stated as follows by the **supreme court of the United States**: 'A citizen may
19 have, under the fourteenth amendment, the **right** to travel and transport his
20 property upon them (the public highways) by **auto vehicle**, but **he has no**
21 **right to make the highways his place of business by using them as a**
22 **common carrier for hire**. Such use is a privilege which may be granted or
23 withheld by the state in its discretion, without violating either the due
24 process clause or the equal protection clause.' (*Buck v. Kuykendall*, 267 U. S.
25 307 [38 A. L. R. 286, 69 L. Ed. 623, 45 Sup. Ct. Rep. 324].

26 22. "The **right** of a citizen to travel upon the highway and transport his property
27 thereon in the ordinary course of life and business **differs radically an**
28 **obviously from that of one who makes the highway his place of business**

1 and uses it for private gain, in the running of a stage coach or omnibus. The
2 former is the usual and ordinary **right** of a citizen, a **right** common to all;
3 while the latter is special, unusual and extraordinary. As to the former, the
4 extent of legislative power is that of regulation; but as to the latter its power
5 is broader; the right may be wholly denied, or it may be permitted to some
6 and denied to others, because of its extraordinary nature. This distinction,
7 elementary and fundamental in character, is recognized by all the
8 authorities.”

9 23. “Even the legislature has no power to deny to a citizen the **right** to travel
10 upon the highway and transport his/her property in the ordinary course of
11 his business or pleasure, though this right may be regulated in accordance
12 with the public interest and convenience.” [“regulated” means traffic safety
13 enforcement, stop lights, signs etc.]— Chicago Motor Coach v. Chicago, 169
14 NE 22.

15 24. “The claim and exercise of a constitutional **right** cannot be converted into a
16 crime.”— Miller v. U.S., 230 F 2d 486, 489.

17 25. “There can be no sanction or penalty imposed upon one because of this
18 exercise of constitutional **rights**.” — Sherar v. Cullen, 481 F. 945

19 26. The **right** of the citizen to **travel** upon the highway and to transport his
20 property thereon, in the ordinary course of life and business, differs radically
21 and obviously from that of one who makes the highway his place of business
22 for private gain in the running of a stagecoach or omnibus.” — State vs. City
23 of Spokane, 186 P. 864.

24 27. “The **right** of the citizen to **travel** upon the public highways and to transport
25 his/her property thereon either by carriage or automobile, is **not** a mere
26 privilege which a city [or State] may prohibit or permit at will, but a common
27 right which he/she has under the **right** to life, liberty, and the pursuit of
28 happiness.” — Thompson v. Smith, 154 SE 579.

- 1 28. "The **right** of the Citizen to **travel** upon the public highways and to
2 transport his property thereon, in the ordinary course of life and
3 business, is a common **right** which he has under the **right** to enjoy life
4 and liberty, to acquire and possess property, and to pursue happiness
5 and safety. It includes the right, in so doing, to use the ordinary and
6 usual conveyances of the day, and under the existing modes of **travel**,
7 includes the right to drive a horse drawn carriage or wagon thereon or
8 to operate an automobile thereon, for the usual and ordinary purpose
9 of life and business." — Thompson vs. Smith, supra.; Teche Lines vs.
10 Danforth, Miss., 12 S.2d 784.
- 11 29. "The use of the highways for the purpose of **travel** and transportation is not
12 a mere **privilege**, but a common and fundamental **Right** of which the public
13 and the individual cannot be rightfully deprived." — Chicago Motor Coach
14 vs. Chicago, 169 NE 22; Ligare vs. Chicago, 28 NE 934; Boon vs. Clark, 214
15 SSW 607; 25 Am. Jur. (1st) Highways Sect. 163.
- 16 30. "The **right** to b is part of the Liberty of which a citizen cannot deprived
17 without due process of law under the Fifth Amendment. This Right was
18 emerging as early as the Magna Carta." — Kent vs. Dulles, 357 US 116 (1958).
- 19 31. "The state **cannot** diminish **Rights** of the people." — Hurtado vs. California,
20 110 US 516.
- 21 32. "Personal liberty largely consists of the Right of locomotion -- to go where
22 and when one pleases -- only so far restrained as the Rights of others may
23 make it necessary for the welfare of all other citizens. The **Right** of the
24 Citizen to **travel** upon the public highways and to transport his property
25 thereon, by horse drawn carriage, wagon, or automobile, is not a mere
26 **privilege** which may be permitted or prohibited at will, but the
27 common **Right** which he has under his **Right** to life, liberty, and the pursuit
28 of happiness. Under this Constitutional guarantee one may, therefore, under

1 normal conditions, **travel** at his inclination along the public highways or in
2 public places, and while conducting himself in an orderly and decent
3 manner, neither interfering with nor disturbing another's Rights, he will be
4 protected, not only in his person, but in his safe conduct." — II Am.Jur. (1st
5 Constitutional Law, Sect.329, p.1135.

6 33. Where **rights secured** by the Constitution are involved, **there can be no rule**
7 **making or legislation** which would abrogate them." — Miranda v. Arizona,
8 384 U.S.

9 34. "The state **cannot** diminish **Rights** of the **people**." — Hurtado vs. California,
10 110 US 516.

11 NO QUALIFIED OR LIMITED IMMUNITY

12 35. "When enforcing mere statutes, judges of all courts do not act
13 judicially (and thus are not protected by "qualified" or "limited
14 immunity," - SEE: Owen v. City, 445 U.S. 662; Bothke v. Terry, 713 F2d
15 1404) - - "but merely act as an extension as an agent for the involved
16 agency -- but only in a "ministerial" and not a "discretionary
17 capacity..." Thompson v. Smith, 154 S.E. 579, 583; Keller v. P.E., 261 US
18 428; F.R.C. v. G.E., 281, U.S. 464.

19 36."Public officials are **not** immune from suit when they transcend their lawful
20 authority by invading constitutional **rights**." — AFLCIO v. Woodward, 406
21 F2d 137 t.

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

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

- 1 39. "Ignorance of the law does not excuse misconduct in anyone, least of all in a
2 sworn officer of the law." **In re McCowan** (1917), 177 C. 93, 170 P. 1100.
- 3 40. "All are presumed to know the law." **San Francisco Gas Co. v.**
4 **Brickwedel** (1882), 62 C. 641; **Dore v. Southern Pacific Co.** (1912), 163
5 C. 182, 124 P. 817; **People v. Flanagan** (1924), 65 C.A. 268, 223 P. 1014;
6 **Lincoln v. Superior Court** (1928), 95 C.A. 35, 271 P. 1107; **San Francisco**
7 **Realty Co. v. Linnard** (1929), 98 C.A. 33, 276 P. 368.
- 8 41. "It is one of the fundamental maxims of the common law that
9 ignorance of the law excuses no one." **Daniels v. Dean** (1905), 2 C.A.
10 421, 84 P. 332.
- 11 42. "the people, not the States, are sovereign." – Chisholm v. Georgia, 2
12 Dall. 419, 2 U.S. 419, 1 L.Ed. 440 (1793).
- 13 43. **ALL ARE EQUAL UNDER THE LAW.** (God's Law - Moral and
14 Natural Law). Exodus 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat.
15 22:36-40; Luke 10:17; Col. 3:25. "No one is above the law".
- 16 44. **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE**
17 **EXPRESSED.** (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). -- **Legal maxim:** "To lie
18 is to go against the mind."
- 19 45. **IN COMMERCE TRUTH IS SOVEREIGN.** (Exodus 20:16; Ps. 117:2;
20 John 8:32; II Cor. 13:8) Truth is sovereign -- and the Sovereign tells only
21 the truth.
- 22 46. **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.** (Lev.
23 5:4-5; Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5: 12).
- 24 47. **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN**
25 **COMMERCE.** (12 Pet. 1:25; Heb. 6:13-15); "He who does not deny,
26 admits."
- 27 48. **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN**
28 **COMMERCE.** (Heb. 6:16-17); "There is nothing left to resolve.

1 VII. At no point in time were DefendantS/ Respondents presented with a
2 CALIFORNIA DRIVER'S LICENSE (COMMERCIAL CONTRACT), and any
3 information added to the CITATION/CONTRACT was done so in fraud,
4 without consent, full disclosure, and thus is *void ab initio*.

5 49. **WORKMAN IS WORTHY OF HIS HIRE.** The first of these is
6 expressed in Exodus 20:15; Lev. 19:13; Mat. 10:10; Luke 10"7; II Tim. 2:6.

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

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

12 //

13 Executed "*without the United States*" in compliance with **28 USC § 1746**.

14 **FURTHER AFFIANT SAYETH NOT.**

15 //

16 **VIII. Some Relevant U.C.C. Sections and Application**

17 **1. U.C.C. § 1-308 - Reservation of Rights:**

18 This section ensures that acceptance of an offer under duress or coercion does
19 not waive any rights or defenses. By invoking U.C.C. § 1-308, Claimant(s)/
20 Plaintiff(s) asserts that any compliance with your offer is made with *explicit*
21 *reservation of rights*, preserving all legal remedies.

22 **2. U.C.C. § 2-204 - Formation in General:**

23 This section establishes that a contract can be formed in any manner sufficient
24 to show agreement, including conduct. By issuing the citation (an implied offer
25 to contract), You/Dedefant(s)/Respondent(s), have initiated a contractual
26 relationship, which has been conditionally accepted with new terms herein.

27 **3. U.C.C. § 2-206 - Offer and Acceptance in Formation of Contract:**

28 Under this section, an offer can be accepted in any reasonable manner. By

1 conditionally accepting the citation and dispatching this notice via USPS
2 Certified, Registered, and/or Express mail, Claimant(s)/Plaintiff(s) has/have
3 created a binding contract agreement and obligation which You/Defendant(s)/
4 Respondent(s) are **contractually bound and obligated to**.

5 **4. U.C.C. § 2-202 - Final Written Expression:**

6 This provision ensures that the terms of this conditional acceptance supplement
7 the original terms of the citation. By including these conditions, the issuing
8 authority is bound to provide proof of their validity, failing which the
9 conditional acceptance will be expressly stipulated as the **final** agreement.

10 **5. U.C.C. § 1-103 - Supplementary General Principles of Law Applicable:**

11 This section allows common law principles to supplement the UCC. Under the
12 doctrine of **equity** and **fair dealing**, failure to provide the requested proof
13 constitutes bad faith and silent acquiescence, tacit agreement, and tacit
14 procuration to all of the the **fact and terms stipulated** in this Affidavit Notice
15 and Self-Executing Contract and Security Agreement.

16 **IX. Legal and Procedural Basis**

17 **1. Mailbox/Postal Rule:**

18 Under the mailbox rule, this notice of conditional acceptance is effective and
19 considered **accepted** by You/Defendant(s)/Respondent(s) upon dispatch via
20 Registered Mail, and/or Express Mail, and/or Certified Mail. The agreement
21 becomes binding when the notice **is sent, not** when received. This binds the
22 issuing authority to the terms outlined in this notice unless rebutted within the
23 specified timeframe.

24 **2. Offer and Acceptance:**

25 Your citation constitutes an offer under contract law. This notice self-
26 executing Contract and Security Agreement conditionally accepts your
27 contract OFFER and supplements its terms under U.C.C. § 2-202. Failure
28 to fulfill the new and final terms and conditions within the specified **three**

1 **(3) day** timeframe constitutes **silent acquiescence, tacit agreement, and**
2 **tacit procurement.**

3 **X. DEFENDANTS' ACTIONS AS ACTS OF WAR AGAINST** 4 **THE CONSTITUTION**

5 The defendants' conduct constitutes an **outright war against the Constitution** of the United
6 States, its *principles*, and the **rule of law**. By their *bad faith* and deplorable actions, the
7 defendants have demonstrated *willful and intentional* disregard and contempt for the
8 **supreme law of the land**, as set forth in **Article VI, Clause 2 of the Constitution**, which
9 declares that the Constitution, federal laws, and treaties are the supreme law of the land,
10 binding upon all states, courts, and officers.

11 **A. Violations of Constitutional Protections**

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

15 **1. Violation of the Plaintiffs' Unalienable Rights:** The defendants have deprived the
16 plaintiffs of life, liberty, and property without due process of law, as guaranteed
17 under the Fifth and Fourteenth Amendments.

18 **2. Subversion of the Rule of Law:** Through their actions, the defendants have
19 undermined the separation of powers and checks and balances established by the
20 Constitution. They have disregarded the judiciary's duty to uphold the Constitution
21 by attempting to operate outside the confines of lawful authority, rendering
22 themselves effectively unaccountable.

23 **3. Treasonous Conduct:** Pursuant to Article III, Section 3, treason against the United
24 States is defined as levying war against them or adhering to their enemies, giving
25 them aid and comfort. The defendants' conduct in subverting the constitutional order,
26 depriving citizens of their lawful rights, and unlawfully exercising power without
27 jurisdiction constitutes a form of domestic treason against the Constitution and the
28 people it protects.

B. Acts of Aggression and Tyranny

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

//

C. Weaponizing Authority to Oppress

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

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

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

XI. 'Bare Statutes' as Confirmation of Guilt and the Necessity of Prosecution by an Enforcer

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

8 In this matter, Plaintiffs have thoroughly detailed the Defendants' willful and intentional
9 breaches of multiple federal statutes under Title 18, and Plaintiff's **private right(s) of**
10 **action**. These *blatant* and *willful* violations have been clearly articulated in this NOTICE,
11 AFFIDAVIT, AND CONTRACT SECURITY AGREEMENT. Defendants' actions
12 constitute **treasonous** conduct against the **Constitution and the American people**. Their
13 behavior, alongside that of their counsel, reflects an attitude of being above the law, further
14 solidifying their guilt.

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

20 **XII. RESPONSE DEADLINE: REQUIRED WITHIN THREE (3) DAYS:**

21 A response and/or compensation and/or restitution payment must be
22 received within a deadline of **three (3) days**. At the "**Deadline**" is defined as
23 5:00 p.m. on the third (3rd) day after your receipt of this affidavit. "**Failure to**
24 **respond**" is defined as a blank denial, unsupported denial, inapposite denial,
25 such as, "not applicable" or equivalent, statements of counsel and other
26 declarations by third parties that lack first-hand knowledge of the facts, and/
27 or responses lacking verification, all such responses being legally insufficient
28 to controvert the verified statements herewith. See *Sieb's Hatcheries, Inc* and

1 *Beasley, Supra*. Failure to respond can result in **your acceptance of personal**
2 **liability** external to qualified immunity and waiver of any decision rights of
3 remedy.

4 **XIII. FAILURE TO RESPOND AND/OR PERFORM, REMEDY, AND**
5 **SETTLEMENT**

6 If You/Defendant(s)/Respondent(s) fail to respond and perform **within**
7 **three (3) days** of receiving this Affidavit Notice and Self- Executing Contract
8 and Security Agreement and **CONDITIONAL ACCEPTANCE**, with **verified**
9 **evidence** of the above accompanied by an affidavit, **sworn under the penalty**
10 **of perjury, as required by law**, You/Defendant(s)/Respondent(s), Gregory D
11 Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell,
12 GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT,
13 GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS
14 DEPARTMENT, *Does 1-100*, You/Defendant(s)/Respondent(s) **individually**
15 **and collectively fully agree** that you must **act in good faith** and accordance
16 with the Law, cease all conspiracy, fraud, identity theft, embezzlement,
17 deprivation under the color of law, extortion, embezzlement, bank fraud,
18 harassment, conspiracy to deprive, and other violations of the law, and
19 **TERMINATE these proceeding immediately**, and pay the below mentioned
20 Three Hundred Million Dollar Restitution and Settlement payment, and
21 releasing all special deposit funds and/or Credits due to Affiant and/or
22 Complainant(s)/Plaintiff(s).

23 **XIV. Three Hundred Million (\$300,000,000.00 USD) Restitution**
24 **Settlement Payment REQUIRED**

25 Furthermore, if You/Defendant(s)/Respondent(s) fail to respond and
26 perform **within three (3) days** from the date of receipt of this communication by
27 providing **verified evidence and proof** of the facts and conditions set forth herein,
28 accompanied by **affidavits sworn under penalty of perjury as required by law**,

1 Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert
2 Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT,
3 GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS
4 DEPARTMENT, *Does 1-100*, hereby agree that, within three (3) days of receipt of
5 this contract offer, You/Defendant(s)/Respondent(s) shall issue restitution payment
6 in the total sum certain of **Three Hundred Million U.S. Dollars (\$300,000,000.00**
7 **USD)**, which shall become **immediately** due and payable to TMWG EXPRESS
8 TRUST©, TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or
9 TMKEVIN WALKER© IRR TRUST: Complainant(s)/Plaintiff(s).

10 **XV. One Trillion Dollar (\$1,000,000,000,000.00 USD)**
11 **Default Judgement and Lien**

12 If You/Defendant(s)/Respondent(s) fail to respond and perform **within**
13 **three (3) days** from the date of receipt of this communication, as
14 **contractually required**, You/Defendant(s)/Respondent(s) hereby
15 individually and collectively, fully agree, that the entire amount evidenced
16 and itemized in Invoice #RIVSHERTREAS12312024, totaling **One Trillion**
17 **Dollars (\$1,000,000,000,000.00)**, shall become **immediately** due and payable
18 in full.

19 **Furthermore**, if You/Respondent(s)/Defendant(s), fail to respond and
20 perform **within three (3) days** from the date of receipt of this communication,
21 You/Defendant(s)/Respondent(s), **individually and collectively**, **admit the**
22 **statements and claims** by **TACIT PROCURATION**, and completely agree
23 that you/they individually and collectively are guilty of **fraud, racketeering,**
24 **identity theft, treason, breach of trust and fiduciary duties, extortion,**
25 **coercion, deprivation of rights under the color of law, conspiracy to deprive**
26 **of rights under the color of law, monopolization of trade and commerce,**
27 **forced peonage, obstruction of enforcement, extortion of a national/**
28 **internationally protected person, false imprisonment, torture, creating trusts**

1 in restraint of trade dereliction of fiduciary duties, bank fraud, breach of trust,
2 treason, tax evasion, bad faith actions, dishonor, injury and damage to Affiant.

3 **XVI. JUDGEMENT AND COMMERCIAL LIEN**
4 **AUTHORIZATION**

5 Moreover, if You/Defendant(s)/Respondent(s), fail to respond **within three**
6 **(3) days** from the date of receipt of this communication, you/they **individually and**
7 **collectively, fully and unequivocally Decree, Accept, fully Authorize (in accord**
8 **with UCC section 9), indorse, support, and advocate for a judgement, and/or**
9 **SUMMARY JUDGEMENT, and/or commercial lien of One Trillion Dollars**
10 **(\$1,000,000,000,000.00) against** You/Respondent(s)/Defendant(s), Gregory D
11 Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell,
12 GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE
13 REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, *Does*
14 *1-100, in favor of,* TMWG EXPRESS TRUST©, TMKEVIN WALKER© ESTATE,
15 TMKEVIN LEWIS WALKER©, and/or TMKEVIN WALKER© IRR TRUST, and/or
16 their lawfully designated ASSIGNEE(S).

17 **Finally, If You/Respondent(s)/Defendant(s), fail to respond within three (3)**
18 **days** from the date of receipt of this communication, **You/Defendant(s)/**
19 **Respondent(s) individually and collectively, EXPRESSLY, FULLY, and**
20 **unequivocally Authorize, indorse, support and advocate for** TMWG EXPRESS
21 TRUST©, TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or
22 TMKEVIN WALKER© IRR TRUST, and/or their lawfully designated ASSIGNEE(S)
23 to formally notify the United States Treasury, Internal Revenue Service, the
24 respective Congress (wo)man, U.S. Attorney General, and/or any person,
25 individual, legal fiction, and/or person, or ens legis Affiant deems necessary,
26 including but not limited to submitting the requisite form(s) 1099-A, 1099-OID,
27 1099-C, 1096, 1040, 1041, 1041-V, 1040-V, 3949-A, with the **One Trillion Dollars**
28 **(\$1,000,000,000,000.00 USD)** as the **income to You/Defendant(s)/Respondent(s)**

1 **and lost revenue and/or income to** Affiant, and/or TMWGW EXPRESS TRUST©,
2 TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or TMKEVIN
3 WALKER© IRR TRUST, and/or their lawfully designated ASSIGNEE(S).

4 **SUMMARY JUDGEMENT, U.C.C. 3-505 PRESUMED**
5 **DISHONOR**

6 Said income is **to be assessed and claimed as income** by/to You/
7 Defendant(s)/Respondent(s), **and/or by filing a lawsuit** followed by a DEMAND
8 or similar for **SUMMARY JUDGEMENT** as **a matter of law**, in accordance with
9 **California Code of Civil Procedure § 437c(c)** and **Federal Rule of Civil Procedure**
10 **56(a)**, and/or executing an Affidavit Certificate of Non-Response, Dishonor,
11 **Judgement, and Lien Authorization**, in accordance with **U.C.C. § 3-505**, and/or
12 issue an ORDER TO PAY or BILL OF EXCHANGE to the U.S. Treasury and IRS,
13 said sum certain of **One Trillion U.S. Dollars (\$1,000,000,000,000.00 USD)**, for
14 **immediate credit to** Affiant, and/or TMWGW EXPRESS TRUST©, TMKEVIN
15 WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or TMKEVIN WALKER©
16 IRR TRUST, and/or their lawfully designated ASSIGNEE(S), with this Self-
17 Executing Contract and Security Agreement servings as *prima facie evidence* of
18 You/Respondent(s)/Defendant(s)'s **Verified INDEBTEDNESS** to Affiant, Affiant,
19 and/or TMWGW EXPRESS TRUST©, TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS
20 WALKER©, and/or TMKEVIN WALKER© IRR TRUST, and/or their lawfully
21 designated ASSIGNEE(S).

22 Should it be deemed necessary, the Claimant(s)/Plaintiff(s) are **fully**
23 **Authorized (in accord with U.C.C § 9-509)** to file a UCC commercial **LIEN and/or**
24 **UCC1 Financing Statement** to perfect interest and/or secure full satisfaction of the
25 adjudged sum of **One Trillion Dollars (\$1,000,000,000,000.00 USD)**.

26 //

27 ***** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT*** :**

28 **Again for the record, this contract, received and accepted per the mailbox rule, is**

1 **self-executing and serves as a SECURITY AGREEMENT, and establishes a lien,**
2 **Authorized by You/They/the DEBTOR(S). Acceptance of this contract is deemed to**
3 **occur at the moment it is dispatched via mail, in accordance with the mailbox rule**
4 **established in common law. Under this rule, an acceptance becomes effective and**
5 **binding** once it is properly addressed, stamped, and placed in the control of the postal
6 service, as supported by *Adams v. Lindsell (1818) 106 ER 250*. Furthermore, as a **self-**
7 **executing agreement, this contract creates immediate and enforceable obligations**
8 without the need for further action, functioning also as a **SECURITY AGREEMENT** under
9 **Article 9 of the Uniform Commercial Code (UCC).**

10 ***** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT*** :**

11 //

12 **ESTOPPEL BY ACQUIESCENCE:**

13 If the addressee(s) or an intended recipient of this notice fail to respond
14 addressing **each point, on a point by point basis, they individually and**
15 **collectively accept all of the statements, declaration, stipulations, facts, and**
16 **claims as TRUTH and fact by TACIT PROCURATION, all issues are deemed**
17 **settled RES JUDICATA, STARE DECISIS and by COLLATERAL ESTOPPEL.**
18 You may **not** argue, controvert, or otherwise protest the finality of the
19 administrative findings in any subsequent process, whether administrative or
20 judicial. (See Black's Law Dictionary 6th Ed. for any terms you do not "*understand*").

21 **Your failure to completely answer and respond will result in your agreeing**
22 **not to argue, controvert or otherwise protest the finality of the administrative**
23 **findings in any process, whether administrative or judicial, as certified by**
24 **Notary or Witness Acceptor in an Affidavit Certificate of Non Response and/or**
25 **Judgement, or similar.**

26 Should YOU **fail to respond, provide partial, unsworn, or incomplete**
27 **answers, such are not acceptable to me or to any court of law.** See, *Sieb's*
28 *Hatcheries, Inc. v. Lindley, 13 F.R.D. 113 (1952).*, "Defendant(s) made no request for

1 an extension of time in which to answer the request for admission of facts and filed
2 only an unsworn response within the time permitted," thus, under the specific
3 provisions of Ark. and Fed. R. Civ. P. 36, the facts in question were **deemed**
4 **admitted as true. Failure to answer is well established in the court. Beasley v. U.**
5 **S., 81 F. Supp. 518 (1948).**, "I, therefore, hold that the requests **will be considered as**
6 **having been admitted."** Also as previously referenced, "Statements of fact
7 contained in affidavits which are **not** rebutted by the opposing party's **affidavit or**
8 **pleadings may** be accepted as **true** by the trial court." --Winsett v. Donaldson, 244
9 N.W.2d 355 (Mich. 1976).

10 **COPY of this ACTUAL AND CONSTRUCTIVE NOTICE sent to the following**
11 **WITNESSES by way of Registered Mail with Misprision of Felony Obligations:**

12 **To/cc:** James R. McHenry III, Pam Bondi, Agent(s)
13 C/o OFFICE OF THE ATTORNEY GENERAL
14 950 Pennsylvania Avenue Nw
Washington, District of Colombia, [20530]
Registered Mail # **RF775821091US**

To/Cc: Michael Hestrin, Fiduciary(ies),
C/o Office of the District Attorney
3960 Orange Street
Riverside California [92501]
Registered Mail # **RF775821105US**.

15 **To/Cc:** Rob Bonta, Fiduciary(ies),
16 C/o Office of the Attorney General
17 1300 "I" Street
Sacramento, California [95814-2919]
Registered Mail # **RF775821114US**.

To/Cc: Douglas O'Donnell, Agent(s), Fiduciary(ies)
C/o Internal Revenue Service
1111 Constitution Avenue, North West
Washington, District of Colombia [20224]
Registered Mail # **RF775821128US**.

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Invoice # RIVSHERTREAS12312024

INVOICE and/or TRUE BILL

Dear Valued Defendant(s), Respondent(s), Customer(s), Fiduciary(ies), Agent(s), and/or DEBTOR(S):

It has come to OUR attention that you are **deemed guilty of multiple felony crimes, violations of U.S. Code, U.C.C, the Constitution, and the law.** You have or currently still are **threatening, extorting, depriving, coercing, damaging, injuring, and causing irreparable physical, mental, emotional, and financial harm** to TMKEVIN WALKER© ESTATE, TMWG EXPRESS TRUST©, TMKEVIN WALKER© IRR TRUST and its/their beneficiary(ies), and their Fiduciary(ies), Trustee(s), Executor(s), Agent(s), and Representatives. **You remain in default, dishonor, and have an outstanding past due balance due immediately, to wit:**

1.	18 U.S. Code § 1341 - Frauds and swindle :	\$10,000,000.00
2.	18 U.S. Code § 4 - Misprision of felony	\$1,000,000.00
3.	Professional and personal fees and costs associated with preparing documents for this matter:	\$100,000,000.00
4.	15 U.S. Code § 2 - Monopolizing trade a felony; penalty:	\$200,000,000.00
5.	18 U.S. Code § 241 - Conspiracy against rights:	\$9,000,000,000.00
6.	18 U.S. Code § 242 - Deprivation of rights under color of law:	\$9,000,000,000.00
7.	18 U.S. Code § 1344 - Bank fraud: (fine and/or up to 30 years imprisonment)	\$100,000,000.00
8.	15 U.S. Code § 1122 - Liability of United States and States, and instrumentalities and officials thereof:	\$100,000,000,000.00
9.	15 U.S. Code § 1 - Trusts, etc., in restraint of trade illegal; penalty (fine and/or up to 10 years imprisonment):	\$900,000,000.00
10.	18 U.S. Code § 1951 - Interference with commerce by threats or violence (fine and/or up to 20 years imprisonment):	\$3,000,000,000.00
11.	Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and internationally protected persons:	\$11,000,000.00
12.	18 U.S. Code § 878 - Threats and extortion against foreign officials, official guests, or internationally protected persons (fine and/or up to 20 years imprisonment):	\$500,000,000.00
13.	18 U.S. Code § 880 - Receiving the proceeds of extortion (fine and/or up to 3 years imprisonment):	\$100,000,000.00
14.	Use of TM KEVIN LEWIS WALKER©: x 3	\$3,000,000.00
15.	Fraud, conspiracy, obstruction, identity theft, extortion, bad faith actions, treason, monopolization of trade and commerce, bank fraud, threats, coercion, identity theft, mental trauma, emotional anguish and trauma. embezzlement, larceny, felony crimes, loss of time and thus enjoyable life, deprivation of rights under the color of law harassment, Waring against the Constitution, injury and damage:	\$777,075,000,000.00

Total Due: \$1,000,000,000,000.00 USD
Good Faith Discount: \$999,700,000,000.00 USD
Total Due by 01/31/2025: \$300,000,000.00 USD
Total Due after 01/31/2025: \$1,000,000,000,000.00 USD

EXHIBITS/ATTACHMENTS:

- 1
- 2 **1. Exhibit A: Affidavit: Power of Attorney In Fact'**
- 3 **2. Exhibit B: Private UCC Contract Trust/UCC1 filing #2024385925-4.**
- 4 **3. Exhibit C: Private UCC Contract Trust/UCC3 filing ##2024402990-2 .**
- 5 **4. Exhibit D: Affidavit Right of Travel CANCELLATION, TERMINATION, AND**
- 6 **REVOCAION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT**
- 7 **and AGREEMENT. LICENSE/BOND # B6735991**
- 8 **5. Exhibit E: Revocation Termination and Cancelation of Franchise.**
- 9 **6. Exhibit F: CITATION/BOND #TE464702, accepted under threat, duress, and**
- 10 **coercion: AS EVIDENCED BY SIGNATURE LINE.**
- 11 **7. Exhibit G: Automobile's PRIVATE PLATE displayed on the automobile**
- 12 **8. Exhibit H: Screenshot of "Automobile" and "commercial vehicle" from DMV**
- 13 **website**
- 14 **9. Exhibit I: Screenshot of CA CODE § 260 from <https://leginfo.legislature.ca.gov>**
- 15 **10. Exhibit J: Photo(s) of Defendant/Respondent Gregory D Eastwood.**
- 16 **11. Exhibit K: Photo(s) of Defendant/Respondent Robert C V Bowman.**
- 17 **12. Exhibit L: Photo(s) of Defendant/Respondent Willam Pratt.**
- 18 **13. Exhibit M: AFFIDAVIT CERTIFICATE of STATUS, ASSETS, RIGHTS,**
- 19 **JURISDICTION, AND PROTECTIONS as national/non-citizen national, foreign**
- 20 **government, foreign official, internationally protected person, international**
- 21 **organization, secured party/secured creditor, and/or national of the United**
- 22 **States, #RF661448964US.**
- 23 **14. Exhibit N: national/non-citizen national passport card #C35510079.**
- 24 **15. Exhibit O: national/non-citizen national passport book #A39235161.**
- 25 **16. Exhibit P: TMKEVIN LEWIS WALKER© Copyright and Trademark Agreement.**
- 26 **17. Exhibit Q: NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING,**
- 27 **CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY**
- 28 **THEFT, EXTORTION, COERCION, TREASON, #RF775820621US.**

WORDS DEFINED GLOSSARY OF TERMS:

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

1. **automobile**: a passenger vehicle that does not transport persons for hire. This includes station wagons, sedans, vans, and sport utility vehicles. See, California Vehicle Code (CVC) §465.
2. **commercial vehicle**: A “**commercial vehicle**” is a vehicle which is used or maintained for the transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily for the transportation of property (for example, trucks and pickups). See CVC §260.
3. **motor vehicle**: The term “**motor vehicle**” means every description of carriage or other contrivance propelled or drawn by mechanical power **and** used for **commercial purposes** on the highways in the transportation of passengers, passengers and property, or property or cargo. See 18 U.S. Code § 31 - Definitions.
4. **financial institution**: a **person**, an **individual**, a **private banker**, a business engaged in vehicle sales, including automobile, airplane, and boat sales, persons involved in real estate closings and settlements, the United States Postal Service, a commercial bank or trust company, any credit union, an agency of the United States Government or of a State or local government carrying out a duty or power of a business described in this paragraph, a broker or dealer in securities or commodities, a currency exchange, or a business engaged in the exchange of currency, funds, or value that substitutes for currency or funds, financial agency, a loan or finance company, an issuer, redeemer, or cashier of travelers’ checks, checks, money orders, or similar instruments, an operator of a credit card system, an insurance company, a licensed sender of money or any other person who engages as a business in the transmission of currency, funds, or value that substitutes for currency, including any person who engages as a business in an informal money transfer system or any network of people who engage as a business in facilitating the transfer of money domestically or internationally outside of the conventional financial institutions system. Ref, 31 U.S. Code § 5312 - Definitions and application.
5. **individual**: As a noun, this term denotes a single **person** as distinguished from a group or class, and also, very commonly, a private or natural person as distinguished from a partnership, corporation, or association; but it is said that this restrictive signification is not necessarily inherent in the word, and that it **may**, in proper cases, include **artificial persons**. As an adjective: Existing as an indivisible entity.

1 Of or relating to a single person or thing, as opposed to a group. — See Black’s Law Dictionary 4th, 7th,
2 and 8th Edition pages 913, 777, and 2263 respectively.

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

17 7. **bank:** a **person** engaged in the business of banking and includes a savings bank, savings and loan
18 association, credit union, and **trust company.** The terms “banks”, “national bank”, “national banking
19 association”, “member bank”, “board”, “district”, and “reserve bank” shall have the meanings assigned
20 to them in section 221 of this title. An institution, of great value in the commercial world, empowered
21 to receive deposits of money, to make loans. and to issue its promissory notes, (designed to circulate as
22 money, and commonly called "bank-notes" or "bank-bills") or to perform any one or more of these
23 functions. The term "bank" is usually restricted in its application to an incorporated body; while a
24 **private individual** making it his business to conduct banking operations is denominated a “banker.”
25 Banks in a commercial sense are of three kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation.
26 Strictly speaking, the term "bank" implies a place for the deposit of money, as that is the most obvious
27 purpose of such an institution. — See, UCC 1-201, 4-105, 12 U.S. Code § 221a, Black’s Law Dictionary
28 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117, 183-184, 139-140, and 437-439.

- 1 8. **discharge:** To cancel or unloose the obligation of a contract; to make an agreement or contract null and
2 inoperative. Its principal species are rescission, release, accord and satisfaction, performance,
3 judgement, composition, bankruptcy, merger. As applied to demands claims, right of action,
4 incumbrances, etc., to discharge the debt or claim is to extinguish it, to annul its obligatory force, to
5 satisfy it. And here also the term is generic; thus a dent , a mortgage. As a noun, the word means the act
6 or instrument by which the binding force of a contract is terminated, irrespective of whether the
7 contract is carried out to the full extent contemplated (in which case the discharge is the result of
8 performance) or is broken off before complete execution. See, Blacks Law Dictionary 1st, page
- 9 9. **pay:** To discharge a debt; to deliver to a creditor the value of a debt, either in
10 money or in goods, for his acceptance. To pay is to deliver to a creditor the
11 value of a debt, either in money or In goods, for his acceptance, by which the
12 debt is discharged. See Blacks Law Dictionary 1st, 2nd, and 3rd edition, pages
13 880, 883, and 1339 respectively.
- 14 10. **payment:** The performance of a duty, promise, or obligation, or discharge of a debt or liability. by the
15 delivery of money or other value. Also the money or thing so delivered. Performance of an obligation
16 by the delivery of money or some other valuable thing accepted in partial or full discharge of the
17 obligation. [Cases: Payment 1. C.J.S. Payment § 2.] 2. The money or other valuable thing so delivered in
18 satisfaction of an obligation. See Blacks Law Dictionary 1st and 8th edition, pages 880-811 and
19 3576-3577, respectively.
- 20 11. **driver:** The term "driver" (i.e: "driver's license") means One **employed** in conducting a coach, carriage,
21 wagon, or other vehicle, with horses, mules, or other animals.
- 22 12. **may:** An auxiliary verb qualifying the meaning of another verb by expressing ability, competency,
23 liberty, permission, probability or contingency. — Regardless of the instrument, however, whether
24 constitution, statute, deed, contract or whatnot, **courts not infrequently construe "may" as "shall" or**
25 **"must".** — See Black's Law Dictionary, 4th Edition page 1131.
- 26 13. **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.

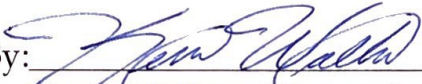
- 1 14. **national:** “foreign government”, “foreign official”, “internationally protected person”, “international
2 organization”, “national of the United States”, “official guest,” and/or “non-citizen national.” **They all**
3 **have the same meaning.** See Title 18 U.S. Code § 112 - Protection of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

COMMERCIAL OATH AND VERIFICATION:


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

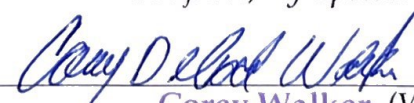
5 I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding
6 in good faith being of sound mind states that the facts contained herein are true,
7 correct, complete and not misleading to the best of Affiant's knowledge and belief
8 under penalty of International Commercial Law and state this to be HIS Affidavit of
9 Truth regarding same signed and sealed this 28TH day of JANUARY 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,
18 take one or two others along, so that every matter may be established by the testimony of two
19 or three witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every
20 word be established" 2 Corinthians 13:1.

21 *Sui juris, By Special Limited Appearance,*
22 By: 
23 Donnabelle Mortel (WITNESS)

24 *Sui juris, By Special Limited Appearance,*
25 By: 
26 Corey Walker (WITNESS)

27 //
28 //

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.

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JURAT:

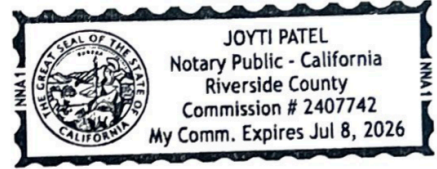
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Riverside)
County of California) ss.

Subscribed and sworn to (or affirmed) before me on this 28th day of January, 2025 by Kevin Walker proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Joyti Patel, Notary public
print

Joytipatel Seal:



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-Exhibit D-

From/Plaintiff: Kevin: Walker, *sui juris, In Propria Persona.*
Executor, Authorized Representative, Secured Party, Master Beneficiary
™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©
c/o 30650 Rancho California Road Suite #406-251
Temecula, California [92591]
non-domestic *without* the United States
Email: team@walkernovagroup.com

*** NOTICE TO AGENT IS NOTICE TO PRINCIPAL ***
*** NOTICE TO PRINCIPAL IS NOTICE TO AGENT ***

*** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT ***

To/Defendant(s)/Respondent(s): Gregory D Eastwood,
Robert C V Bowman, George Reyes, Robert Gell, Chad.
C/o SOUTHWEST JUSTICE CENTER
30755-D Auld Road
Murrieta, California [92563]
Registered Mail # RF775822582US
Email: info@riversidesheriff.org / ssherman@law4cops.com

To/Defendant(s)/Respondent(s): Chad Bianco.
C/o RIVERSIDE COUNTY SHERIFF
4095 Lemon Street, 2nd floor
Riverside, California [92501]
Registered Mail # RF775822596US
Email: info@riversidesheriff.org / ssherman@law4cops.com

AFFIDAVIT and Plain Statement of Facts

NOTICE OF DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, KIDNAPPING

Kevin: Walker, ™KEVIN WALKER©
ESTATE, ™KEVIN LEWIS
WALKER©, ™KEVIN WALKER© IRR
TRUST,

Claimant(s)/Plaintiff(s),

vs.

**Chad Bianco, Gregory D Eastwood,
Robert C V Bowman, George Reyes,
William Pratt, Robert Gell, CHAD
BIANCO, GREGORY D EASTWOOD,
ROBERT C V BOWMAN, WILLIAM
PRATT, GEORGE REYES, ROBERT
GELL, RIVERSIDE COUNTY
SHERIFFS DEPARTMENT, Does 1-100
Inclusive,**

Defendant(s)/Respondent(s).

CITATION/BOND NO.: **TE464702**

1. FRAUD
2. RACKETEERING
3. EMBEZZLEMENT
4. IDENTITY THEFT
5. CONSPIRACY
6. DEPRIVATION OF RIGHTS UNDER COLOR OF LAW
7. RECEIVING EXTORTION PROCEEDS
8. FALSE PRETENSES
9. EXTORTION
10. UNLAWFUL IMPRISONMENT
11. TORTURE
12. KIDNAPPING
13. FORCED PEONAGE
14. MONOPOLIZATION OF TRADE AND COMMERCE
15. BANK FRAUD
16. TRANSPORTATION OF STOLEN PROPERTY, MONEY, & SECURITIES
17. CONSIDERED AND STIPULATED ONE TRILLION DOLLAR (\$1,000,000,000,000.00) JUDGEMENT AND LIEN.

COMES NOW, Claimant(s)/Plaintiff(s) ™KEVIN WALKER© ESTATE and ™KEVIN LEWIS WALKER© and ™KEVIN WALKER© IRR TRUST, (hereinafter "Plaintiffs"), by and through their Attorney-In-Fact, **Kevin: Walker**, who is proceeding *sui juris, In Propria Persona (pro per)*, and by *Special Limited*

1 *Appearance.* Kevin is a natural freeborn Sovereign and state Citizen of California
2 the republic in its De'jure capacity as one of the several states of the Union 1789.
3 This incidentally makes him a non-citizen national/ national of the republic as per
4 the De'Jure Constitution for the United States 1777/1789.
5 Claimant(s)/Plaintiff(s), acting through their Attorney(s)-in-Fact, assert their
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 Obligation
8 of Contracts." and thus which prohibits states from impairing the obligation of
9 contracts. This clause unequivocally prohibits states from impairing the obligation
10 of contracts, including but not limited to, a trust and contract agreement as an
11 'Attorney-In-Fact,' and any private contract existing between Plaintiffs and
12 Defendants. A copy of the 'Affidavit: Power of Attorney In Fact,' is attached hereto
13 as Exhibits A and incorporated herein by reference. Plaintiffs further rely on their
14 unalienable and inherent rights under the Constitution and the common law –
15 rights that predate the formation of the state and remain safeguarded by due
16 process of law.

17 I. 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).

24 **II. Supremacy Clause**

25 Plaintiffs respectfully assert and affirm that:

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

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

10 **III. NOTICE OF DEFAULT and OPPORTUNITY TO CURE**

11 This affidavit contract and security agreement, serves as formal **NOTICE OF**
12 **DEFAULT and OPPORTUNITY TO CURE**, concerning Contract/Bond/Ticket
13 Number **TE464702**, which was **conditionally accepted** contingent upon proof of the
14 conditions set forth herein, governed by the principles of contract law, legal
15 maxims, common law, and the **Uniform Commercial Code (UCC)**, including but
16 not limited to **UCC §§ 1-103, 2-202, 2-204, 2-206**, and the **mailbox/postal rule.**

17 The undersigned, **Kevin: Walker**, herein referred to as Affiant is the Agent,
18 Attorney-In-Fact, **holder in due course**, and **Secured Party** and Creditor of and for
19 **™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©, ™KEVIN WALKER©**
20 **IRR TRUST.** Affiant hereby states that he is of legal age and competent to state on
21 belief and first hand personal knowledge that the facts set forth herein as duly
22 noted below are true, correct, complete, and presented in **good faith**, regarding the
23 **coerced and extorted** commercial contract **OFFER/CONTRACT/TICKET/BOND**
24 **#TE464702**, listed under **™KEVIN LEWIS WALKER©**, pertaining to the private
25 trust property and private automobile hereafter referred to as "Private Property".

26 **IV. ** Notice of Administrative Process ****

27 This **VERIFIED Affidavit**, **NOTICE**, and **SELF-EXECUTING CONTRACT**
28 **SECURITY AGREEMENT** concerns Defendant(s)/Respondent(s)/You, Chad

1 Bianco, Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt,
2 CHAD BIANCO, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM
3 PRATT, GEORGE REYES, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, *Does*
4 *1-100 Inclusive*, and their **blatant bad faith** acts of **fraud, racketeering, conspiracy,**
5 **threats and extortion against foreign officials, official guests, or internationally**
6 **protected persons, extortion, embezzlement, larceny, coercion, identity theft,**
7 **extortion of national/internationally protected person, conspiracy to deprive of**
8 **rights under the color of law, treason, bank fraud, trusts, etc., in restraint of trade,**
9 **frauds and swindles, mail fraud, forced peonage, monopolization of trade and**
10 **commerce, willful violation of the Constitution, deprivation of rights under color of**
11 **law, monopolization of trade and commerce, and intentional and willful and**
12 **intentional trespass and infringement** of the TMKEVIN LEWIS WALKER©
13 trademark, trade name, patent and copyright.

14 As with any administrative process, You/Defendant(s)/Respondent(s),
15 Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert
16 Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT,
17 GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS
18 DEPARTMENT, *Does 1-100 Inclusive* may controvert the statements and/or claims
19 made by Affiants by executing and delivering a verified response point by point, in
20 affidavit form, **sworn and attested to under penalty of perjury**, signed by Gregory
21 D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell,
22 GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE
23 REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, *Does*
24 *1-100* or other designated officer of the corporation with evidence in support by
25 Certified, Express, or Registered Mail. **Answers by any other means are considered**
26 **a non-response and will be treated as a non-response.**

27 ***** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT*** :**

28 **Again for the record, this contract, received and accepted per the mailbox**

1 **rule, is self-executing and serves as a SECURITY AGREEMENT, and establishes**
2 **a lien, Authorized by You/They/the DEBTOR(S). Acceptance of this contract is**
3 **deemed to occur at the moment it is dispatched via mail, in accordance with the**
4 **mailbox rule established in common law. Under this rule, an acceptance becomes**
5 **effective and binding** once it is properly addressed, stamped, and placed in the
6 control of the postal service, as supported by **Adams v. Lindsell (1818) 106 ER 250.**
7 **Furthermore, as a self-executing agreement, this contract creates immediate and**
8 **enforceable obligations** without the need for further action, functioning also as a
9 **SECURITY AGREEMENT** under **Article 9 of the Uniform Commercial Code (UCC).**

10 ***** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT*** :**

11 **Contract Agreement Terms of Conditional Acceptance:**

12 **V. Plain Statement of Facts**

13 **KNOW ALL MEN BY THESE PRESENT, that I, Kevin: Walker,**
14 **proceeding *sui juris, In Propria Persona*, by *Special Limited Appearance*, a**
15 **man upon the land, a follower of the Almighty Supreme Creator, first and**
16 **foremost and the laws of man when they are not in conflict (Leviticus 18:3, 4)**
17 **Pursuant to Matthew 5:33 – 37 and James 5:12, let my yea mean yea and my**
18 **may be nay, as supported by Federal Public Law 97-280, 96 Stat.1211, depose**
19 **and say that I, Kevin: Walker over 18 years of age, being competent to testify**
20 **and having first hand knowledge of the facts herein declare (or certify,**
21 **verify, affirm, or state) under penalty of perjury under the laws of the United**
22 **States of America that the following is true and correct, to the best of my**
23 **understanding and belief, and in good faith:**

- 24 1. I, Kevin: Walker, *proceeding sui juris, In Propria Persona*, by *Special Limited*
25 *Appearance*, hereby state again for the record that I explicitly **reserve all my**
26 **rights and waive absolutely none.** See U.C.C. § 1-308.
- 27 2. I, Kevin: Walker, *proceeding sui juris, In Propria Persona*, by *Special*
28 *Limited Appearance*, hereby invoke *equity and fairness*.

- 1 3. As a a natural freeborn **Sovereign, state Citizen: Californian**, and
2 **national**, there is no legal *requirement* for me to have such a “license” for
3 **traveling** in my **private** car and/or means of transport. The unrevealed
4 legal purpose of driver's licenses is commercial in nature. Since I **do not**
5 carry passengers ‘for hire,’ and I **am not** engaged in trade or commerce on
6 the highways, **there is no law ‘requiring’** me to have a license to **travel** for
7 my own **private** pleasure and that of my family and friends.
- 8 4. I, Kevin: Walker, *proceeding sui juris, In Propria Persona*, by *Special*
9 *Limited Appearance*, herby **declare, state, verify, and affirm** for the record
10 that the ‘commercial’ and ‘for hire’ Driver’s License/Contract/Bond #
11 **B6735991** has been canceled, revoked, terminated, and liquidated, as
12 evidenced by instructions and notice accepted by **Steven Gordon**, with the
13 California Department of Motor Vehicles,” as **evidenced** by ‘Affidavit of
14 Truth’ Registered Mail #**RF661447751US**.
- 15 5. Consistent with the **eternal tradition of natural common law**, unless I
16 **have harmed or violated someone or their property, I have committed no**
17 **crime; and I am therefore not subject to any penalty**. I act in accordance
18 with the following **U.S. Supreme Court case**: "The individual may stand
19 upon his **constitutional rights** as a citizen. He is entitled to carry on his
20 **private** business in his own way. **His power to contract is unlimited**. He
21 owes no such duty [to submit his books and papers for an examination] to
22 the State, since he receives nothing therefrom, beyond the protection of his
23 life and property. His rights are such as existed by the law of the land
24 [Common Law] **long antecedent to the organization of the State**, and can
25 only be taken from him by due process of law, and in accordance with the
26 Constitution. Among his **rights** are a **refusal to incriminate himself**, and
27 **the immunity of himself and his property from arrest or seizure except**
28 **under a warrant of the law**. He owes nothing to the public so long as he

1 does not trespass upon their rights." **Hale v. Henkel**, 201 U.S. 43 at 47
2 (1905).

3 6. I reserve my natural **common law right** not to be compelled to perform under
4 any **contract** that I did not enter into knowingly, voluntarily, and
5 **intentionally**. And furthermore, I do **not** accept the liability associated with the
6 compelled and pretended "benefit" of any hidden or unrevealed contract or
7 commercial agreement. As such, the hidden or unrevealed contracts that
8 supposedly create obligations to perform, for persons of subject status, are
9 inapplicable to me, and are null and void. If I have participated in any of the
10 supposed "benefits" associated with these hidden contracts, I have done so under
11 duress, for lack of any other practical alternative. I may have received such
12 "benefits" but I have not accepted them in a manner that binds me to anything.

13 7. **Affiant states and alleges that this Affidavit Notice and Self-Executing**
14 **Contract and Security Agreement is *prima facie* evidence of fraud,**
15 **racketeering, indentity theft, treason, breach of trust and fiduciary duties,**
16 **extortion, coercion, deprivation of rights under the color of law, conspiracy to**
17 **deprive of rights under the color of law, monopolization of trade and commerce,**
18 **forced peonage, obstruction of enforcement, extortion of a national/**
19 **internationally protected person, false imprisonment, torture, creating trusts in**
20 **restraint of trade dereliction of fiduciary duties, bank fraud, breach of trust,**
21 **treason, tax evasion, bad faith actions, dishonor, injury and damage to Affiant**
22 **and proof of claim. See *United States v. Kis*, 658 F.2d, 526 (7th Cir. 1981),,**
23 **"Appellee had the burden of first proving its prima facie case and could do so**
24 **by affidavit or other evidence."**

25 **UNLAWFUL DETAINMENT AND ARREST while Traveling**
26 **in *Private* Automobile**

27 8. On **December 31, 2024**, at approximately 9:32am I, **Kevin Walker, sui juris**, was
28 **traveling privately** in my **private** automobile, displaying a 'PRIVATE' plate,

- 1 indicating I was 'not for hire' or operating commercially, and the private
2 automobile was not displaying a STATE plate of any sort . This clearly
3 established that the private automobile was '*not for hire*' or '**commercial**' use
4 and, therefore explicitly classifying the automobile as private property, and
5 **NOT** *within* any statutory and/or commercial jurisdiction. See Exhibit G.
- 6 9. Upon being unlawfully stopped and detained by Defendant/Respondents,
7 Gregory D Eastwood and Robert C V Bowman, I, Affiant, informed **all**
8 **Defendants** who willfully **conspired** on the scene in violation of 18 U.S.C. §§ 241
9 and 242, that I was a state Citizen, non-citizen national/national, privately
10 traveling in My private automobile, as articulated by Me and as evidenced by
11 the 'PRIVATE' plate on the private automobile. **This includes William Pratt**
12 **and George Reyes.**
- 13 10.The private automobile and trust property was **not** in *any* way displaying
14 STATE or government registration or stickers, and was displaying a
15 PRIVATE plate, removing the automobile from the Defendant's
16 jurisdiction. See Exhibit G.
- 17 11.The private automobile is duly reflected on Private UCC Contract Trust/
18 UCC1 filing #**2024385925-4**, and **UCC3 filing #2024402990-2**, both filings
19 attached hereto as **Exhibits B and C** respectively, and incorporated herein
20 by reference
- 21 12.**Under threat, duress, and coercion, and at gunpoint**, Gregory D Eastwood and
22 Robert C V Bowman were presented with a national/non-citizen national,
23 #**C35510079** and passport book #**A39235161**. Copy attached hereto as **Exhibits N**
24 **and O** respectively, and incorporated herein by reference.
- 25 13.Defendant/Respondents, acted against the Constitution, even when reminded of
26 their duties to support and uphold the Constitution.
- 27 14. At no point in time were Defendants/Respondents presented with a
28 CALIFORNIA DRIVER'S LICENSE (COMMERCIAL CONTRACT), and any

1 information added to the CITATION/CONTRACT was done so in fraud,
2 without consent, full disclosure, and thus is *void ab initio*.

3 15. I, Kevin: Walker, *sui juris*, should never have been stopped exercising my right
4 to travel, in a private automobile that was clearly marked "PRIVATE" and "not
5 for hire" and "not for commercial use."

6 **FRAUDULENT ALTERATION OF SIGNATURE,**
7 **COERCION, ASSAULT, DISPARAGEMENT,**

8 16. During release procedures, Defendant Robert Gell threatened to "house" Kevin:
9 Walker if Kevin did not sign every document presented, exactly as he (Robert
10 Gell) waned Kevin to. Camera records will evidence Robert telling to return to
11 the release tank for no apparent reason, and then **assaulting, shoving, and**
12 **pushing** Kevin into the tank at the end of the walk.

13 17. Defendant Robert Gell went as far as aggressively rushing around a desk and
14 assaulting Kevin, and snatching a pen from Kevin's hand, because Kevin
15 attempted to write 'under duress' by his signature.

16 18. Defendant Robert Gell willfully and intentionally altered Affiant's signature on
17 one document and crossed out 'UCC 1-308,' immediately after Affiant hand
18 wrote it on the document.

19 19. Robert Gell stated he had no idea what an attorney-in-fact is and that Kevin:
20 Walker was a, [""]jackass[""].

21 **FRUIT OF THE POISONOUS TREE DOCTRINE**

22 20. Affiant further asserts and establishes on the record that the undisputedly
23 unlawful and unconstitutional stop, arrest, and subsequent actions of the
24 Defendants/Respondents are in violation of the Fourth Amendment to the
25 Constitution of the united States of America and constitute an unlawful arrest
26 and seizure. The "**fruit of the poisonous tree**" doctrine, as articulated by the
27 **U.S. Supreme Court**, establishes that *any* evidence obtained as a result of an
28 unlawful stop or detainment is tainted and inadmissible in *any* subsequent

1 proceedings. The unlawful actions of Gregory D. Eastwood, Robert C. V.
2 Bowman, George Reyes, William Pratt, and Robert Gell including *but not limited*
3 *to* the issuance of fraudulent citations/contracts under threat, duress, and
4 coercion, render all actions and evidence derived therefrom *void ab initio*. See
5 *Wong Sun v. United States*, 371 U.S. 471 (1963).

6 21. Affiant therefore declares and demands that all actions and evidence obtained in
7 connection with this unlawful stop be deemed inadmissible and void as fruits of
8 the poisonous tree.

9 VI. **CONDITIONAL ACCEPTANCE upon proof**

10 All statements, claims, offer, terms presented in your **coerced and extorted OFFER**
11 (**#TE464702**) are **CONDITIONALLY ACCEPTED upon proof** of the following from
12 **You/Defendant(s)/Respondent(s)**:

- 13 1. **Upon Proof from You/Defendant(s)/Respondent(s) CITATION/**
14 **INSTRUMENT/OFFER #TE464702** was accepted intentionally, willfully, and
15 and indorsed, and not done so under threat, duress, and/or coercion, and with
16 full and complete disclosure (**Exhibit F**).
- 17 2. **Upon Proof from You/Defendant(s)/Respondent(s) that California Vehicle**
18 **Code § 260** applies to **private** “automobiles” and explicitly requires their
19 registration, notwithstanding the clear distinction made between private and
20 commercial vehicles in the code itself.
- 21 3. **Upon Proof from You/Defendant(s)/Respondent(s) that 18 U.S. Code §**
22 **31(6) includes private** “automobiles” within its definition of "motor
23 vehicle," contrary to its express limitation to vehicles used for **commercial**
24 purposes.
- 25 4. **Upon Proof from You/Defendant(s)/Respondent(s) that the cited private**
26 **“automobiles” (“Private Property”)** was required to be registered despite
27 displaying a **private plate** identifying it as a **private transport** and not for
28 commercial use, as evidenced by the photograph of the private decal and

- 1 PLATE displayed on the **private** “automobile.” A picture of the private
2 PLATE attached hereto as **Exhibit G** and incorporated herein by reference.
- 3 5. **Upon Proof from You/Defendant(s)/Respondent(s) that it is NOT a**
4 fundamental **Right** to travel, and it is **factually** and actually a privilege, and
5 NOT a gift granted by the Supreme Creator and restated by our founding fathers
6 as **Unalienable** and cannot be taken by any Man / Government made Law or
7 color of law known as a **private** “Code” (secret) or a “Statute.”
- 8 6. **Upon Proof from You/Defendant(s)/Respondent(s) of Jurisdiction and**
9 **Authority:**
- 10 1. Provide evidence demonstrating the issuing authority’s jurisdiction to
11 impose statutory obligations upon **private** individuals utilizing **private**
12 *automobiles* for personal purposes.
- 13 7. **Upon Proof from You/Defendant(s)/Respondent(s) of Lawful Consideration:**
- 14 1. Provide evidence that the coerced and extorted CITATION constitutes a *valid*
15 contract supported by **lawful consideration**, which was entered into
16 **knowingly, willfully, free of coercion, threat, intimidation, or other**
17 **felonious and bad faith actions, with *full and complete disclosure*. Without**
18 **mutual consent and valuable consideration, no valid contract can exist**
19 **under common law or UCC principles.**
- 20 8. **Upon Proof from You/Defendant(s)/Respondent(s) that the living man,**
21 **natural born Sovereign, state Citizen: Californian, national/non-citizen**
22 **national, *Kevin: Walker, sui juris, In Propria Persona*, does NOT possess**
23 **the *unalienable* inherent, unalienable **right** to travel in His private**
24 **automobile/private transport, free of harassment, trespass, restrictions,**
25 **and/or encumbrances.**
- 26 9. **Upon Proof from You/Defendant(s)/Respondent(s) that it is NOT well**
27 **established law that the highways of the State are public property, and their**
28 **primary and preferred use is for **private** purposes, and that their use for**

1 purposes of gain is special and extraordinary which, generally at least, the
2 legislature may prohibit or condition as it sees fit." See, [Stephenson vs. Rinford,](#)
3 [287 US 251; Pachard vs Banton, 264 US 140, and cases cited; Frost and F.](#)
4 [Trucking Co. vs. Railroad Commission, 271 US 592; Railroad commission vs.](#)
5 [Inter-City Forwarding Co., 57 SW.2d 290; Parlett Cooperative vs. Tidewater](#)
6 [Lines, 164 A. 313.](#)

7 10. **Upon Proof from You/Defendant(s)/Respondent(s) that a vehicle NOT used for**
8 **commercial** activity is **NOT** a "consumer good , and ...it IS a type of vehicle
9 **required** to be registered and "use tax" paid of which the tab is evidence of
10 receipt of the tax. See, [Bank of Boston vs Jones, 4 UCC Rep. Serv. 1021, 236 A2d](#)
11 [484, UCC PP 9-109.14.](#)

12 11. **Upon Proof from You/Defendant(s)/Respondent(s) that the entirety of this**
13 transaction does not constitute a "**commercial**" matter under applicable law.

14 12. **Upon Proof from You/Defendant(s)/Respondent(s) that, 'the claim and**
15 **exercise of a constitutional right CAN be converted into a crime.'** See, [Miller v.](#)
16 [U.S., 230 F 2d 486, 489.](#)

17 13. **Upon Proof from You/Defendant(s)/Respondent(s) that, the owner**
18 **DOES NOT** have constitutional **right** to use and enjoyment of his
19 property." See, [Simpson v. Los Angeles \(1935\), 4 C.2d 60, 47 P.2d 474.](#)

20 14. **Upon Proof from You/Defendant(s)/Respondent(s) that private men and**
21 **women** are required to give up their **right** to "travel," for the purported
22 "benefit" and privilege of "driving" a "motor vehicle."

23 15. **Upon Proof from You/Defendant(s)/Respondent(s) that [28 U.S. Code §](#)**
24 **[3002\(15\) - Definitions](#) does NOT stipulate, "United States" means – (A) a Federal**
25 **corporation; (B) an agency, department, commission, board, or other entity of**
26 **the United States; or (C) an instrumentality of the United States.**

27 16. **Upon Proof from You/Defendant(s)/Respondent(s) that [Title 8 U.S. Code](#)**
28 **[1101\(a\)\(22\) - Definition,](#) does NOT expressly stipulates, " (22)The term**

1 “**national** of the United States” means (A) a citizen of the United States, or (B) a
2 person who, though **not** a citizen of the United States, owes permanent
3 allegiance to the United States.

4 17. **Upon Proof from You/Defendant(s)/Respondent(s) that**, the individual
5 may **NOT** stand upon his **constitutional rights** as a citizen. He is NOT
6 entitled to carry on his **private** business in his own way. **His power to**
7 **contract is NOT unlimited**. He owes such duty [to submit his books and
8 papers for an examination] to the State, and upon proof that his rights are
9 NOT such as existed by the law of the land [Common Law] **long**
10 **antecedent to the organization of the State**, and CAN be taken from him
11 without due process of law, or in accordance with the Constitution. NOT
12 among his **rights** are a **refusal to incriminate himself**, and **the immunity**
13 **of himself and his property from arrest or seizure except under a**
14 **warrant of the law, and upon proof that he owes the public even though**
15 **does not trespass upon their rights. See, [Hale v. Henkel, 201 U.S. 43 at 47](#)**
16 **[\(1905\)](#)**.

17 18. **Upon Proof from You/Defendant(s)/Respondent(s) that** All laws which are
18 repugnant to the Constitution are NOT **null and void**. See, **[Chief Justice](#)**
19 **[Marshall, Marbury vs Madison, 5, U.S. \(Cranch\) 137, 174, 176 \(1803\)](#)**.

20 19. **Upon Proof from You/Defendant(s)/Respondent(s) that** the for Hire”
21 DRIVER’S LICENSE CONTRACT and AGREEMENT BOND #B6735991
22 **was NOT CANCELED**, TERMINATED, REVOKED, and **LIQUIDATED**,
23 ACCEPTED FOR VALUE AND EXEMPT FROM LEVY, FOR RELEASE,
24 CREDIT, AND DEPOSIT TO **PRIVATE** POST REGISTERED, with the U.S.
25 Treasury, with the retaining full control and access to all respective right,
26 interest, titles, and credits, as evidenced by the contract security agreement
27 and affidavit titled, ‘AFFIDAVIT RIGHT TO TRAVEL CANCELLATION,
28 TERMINATION, AND REVOCATION of COMMERCIAL “For Hire”

1 DRIVER'S LICENSE CONTRACT and AGREEMENT. LICENSE/BOND #
2 B6735991. A true and correct copy attached hereto as **Exhibit D** and
3 incorporated herein by reference.

4 20. **Upon Proof from You/Defendant(s)/Respondent(s) that it WAS NOT**
5 noted in *Land v. Dollar*, 338 US 731 (1947), "that when the government
6 entered into a **commercial** field of activity, it **left immunity behind.**" This
7 principle is further affirmed in *Brady v. Roosevelt*, 317 U.S. 575 (1943); *FHA*
8 *v. Burr*, 309 U.S. 242 (1940); and *Kiefer v. RFC*, 306 U.S. 381 (1939).

9 21. **Upon Proof from You/Defendant(s)/Respondent(s) that it was NOT**
10 established under the Clearfield Doctrine, as articulated in *Clearfield Trust*
11 *Co. v. United States*, 318 U.S. 363 (1943), that when the government engages
12 in commercial or proprietary activities, it sheds its sovereignty and is
13 subject to the same rules and liabilities as any **private** corporation.

14 **VII. LEGAL STANDARDS, MAXIMS, and PRECEDENT**

15 In support of this Affidavit and Notice and Self-Executing Contract and
16 Security Agreement Affiant cites the following established legal standards,
17 legal maxims, precedent, and principles:

18 **Use defines classification:**

- 19 1. It is **well established law** that the **highways** of the state are **public property**,
20 and **their primary and preferred use is for private purposes**, and that their use
21 for purposes of gain is special and extraordinary which, generally at least, the
22 legislature may prohibit or condition as it sees fit." **Stephenson vs. Rinford**, 287
23 US 251; **Pachard vs Banton**, 264 US 140, and cases cited; **Frost and F. Trucking**
24 **Co. vs. Railroad Commission**, 271 US 592; **Railroad commission vs. Inter-City**
25 **Forwarding Co.**, 57 SW.2d 290; **Parlett Cooperative vs. Tidewater Lines**, 164 A.
26 313
- 27 2. The **California Motor Vehicle Code, section 260**: Private cars/vans etc. not in
28 commerce / for profit, are immune to registration fees:

- 1 1. (a) A “**commercial vehicle**” is a vehicle of a type **REQUIRED** to be
2 **REGISTERED** under this code”.
- 3 2. (b) “Passenger vehicles which are **not used** for the transportation of persons
4 **for hire**, compensation or profit, and housecars, **are not commercial**
5 **vehicles**”.
- 6 3. (c) “a vanpool vehicle is not a **commercial** vehicle.”
- 7 3. **18 U.S. Code § 31 - Definition**, expressly stipulates, “The term “motor vehicle”
8 means every description of carriage or other contrivance propelled or drawn by
9 mechanical power **and used for commercial purposes** on the highways in the
10 transportation of passengers, passengers and property, or property or cargo”.
- 11 4. A vehicle not used for **commercial** activity is a “consumer goods”, ...it is **NOT** a
12 type of vehicle **required** to be registered and “use tax” paid of which the tab is
13 evidence of receipt of the tax.” Bank of Boston vs Jones, 4 UCC Rep. Serv. 1021,
14 236 A2d 484, UCC PP 9-109.14.
- 15 5. “ The ‘**privilege**’ of using the streets and highways by the operation thereon of
16 motor carriers **for hire** can be acquired only by permission or license from the
17 state or its political subdivision. ” – Black's Law Dictionary, 5th ed, page 830.
- 18 6. “It is held that a tax upon common carriers by motor vehicles is based upon a
19 reasonable classification, and does not involve any unconstitutional
20 discrimination, although **it does not apply to private** vehicles, or those used by
21 the owner in his own business, and not for hire.” **Desser v. Wichita, (1915) 96**
22 **Kan. 820; Iowa Motor Vehicle Asso. v. Railroad Comrs., 75 A.L.R. 22.**
- 23 7. “Thus self-driven vehicles are **classified according to the use** to which they are
24 put rather than according to the means by which they are propelled.” Ex Parte
25 Hoffert, 148 NW 20.
- 26 8. In view of this rule a statutory provision that the supervising officials “**may**” exempt
27 such persons when the transportation is not on a **commercial** basis means that they
28 “**must**” exempt them.” **State v. Johnson, 243 P. 1073; 60 C.J.S. section 94 page 581.**

- 1 9. **"The use to which an item is put, rather than its physical characteristics,**
2 determine whether it should be classified as ``consumer goods" under UCC 9-
3 109(1) or ``equipment" under UCC 9-109(2)." **Grimes v Massey Ferguson, Inc.,**
4 23 UCC Rep Serv 655; 355 So.2d 338 (Ala., 1978).
- 5 10. "Under UCC 9-109 there is a real distinction between goods purchased for
6 personal use and those purchased for business use. The two are mutually
7 exclusive and the **principal use to which the property is put should be**
8 **considered as determinative."** **James Talcott, Inc. v Gee,** 5 UCC Rep Serv 1028;
9 266 Cal.App.2d 384, 72 Cal.Rptr. 168 (1968).
- 10 11. "The **classification of goods in UCC 9-109 are mutually exclusive."** **McFadden**
11 **v Mercantile-Safe Deposit & Trust Co.,** 8 UCC Rep Serv 766; 260 Md 601, 273
12 A.2d 198 (1971).
- 13 12. "The classification of ``goods" under [UCC] 9-109 **is a question of fact."**
14 **Morgan County Feeders, Inc. v McCormick,** 18 UCC Rep Serv 2d 632; 836 P.2d
15 1051 (Colo. App., 1992).
- 16 13. "The definition of ``goods" includes an automobile." **Henson v Government**
17 **Employees Finance & Industrial Loan Corp.,** 15 UCC Rep Serv 1137; 257 Ark
18 273, 516 S.W.2d 1 (1974).
- 19 14. **"No State government entity has the power to allow or deny passage on**
20 **the highways,** byways, nor waterways... transporting his vehicles and
21 personal property for either recreation or business, but by being subject
22 only to local regulation i.e., safety, caution, traffic lights, speed limits, etc.
23 **Travel is not a privilege requiring, licensing, vehicle registration, or**
24 **forced insurances."** **Chicago Coach Co. v. City of Chicago,** 337 Ill. 200, 169
25 N.E. 22.

26 **The RIGHT to Travel is not a Privilege:**

- 27 15. The fundamental **Right** to travel is NOT a Privilege, it's a gift granted by your
28 Creator and restated by our founding fathers as Unalienable and cannot be taken

- 1 by any Man / Government made Law or color of law known as a private "Code"
2 (secret) or a "Statute."
- 3 16. "**Traveling** is passing from place to place--act of **performing journey**; and
4 **traveler is person who travels.**" **In Re Archy** (1858), 9 C. 47.
- 5 17. "**Right** of transit through each state, with every species of property known to
6 constitution of United States, and recognized by that paramount law, is secured
7 by that instrument to each citizen, and does not depend upon uncertain and
8 changeable ground of mere comity." **In Re Archy** (1858), 9 C. 47.
- 9 18. Freedom to **travel** is, indeed, an important aspect of the citizen's "liberty". We
10 are first concerned with the extent, if any, to which Congress has authorized its
11 curtailment. (Road) **Kent v. Dulles**, 357 U.S. 116, 127.
- 12 19. The **right** to **travel** is a part of the "liberty" of which the citizen cannot be
13 deprived without due process of law under the Fifth Amendment. So much is
14 conceded by the solicitor general. In Anglo Saxon law that right was emerging at
15 least as early as Magna Carta. **Kent v. Dulles**, 357 U.S. 116, 125.
- 16 20. "Even the legislature **has no power** to deny to a citizen the **right** to travel upon
17 the highway and transport his property in the ordinary course of his business or
18 pleasure, though this right may be regulated in accordance with public interest
19 and convenience. *Chicago Coach Co. v. City of Chicago*, 337 Ill. 200, 169 N.E. 22,
20 206.
- 21 21. "... It is now universally recognized that the state does possess such power [to
22 impose such burdens and limitations upon private carriers when using the
23 public highways for the transaction of their business] with respect to common
24 carriers using the public highways for the transaction of their business in the
25 transportation of persons or property for hire. That rule is stated as follows by
26 the **supreme court of the United States**: 'A citizen may have, under the
27 fourteenth amendment, the **right** to travel and transport his property upon them
28 (the public highways) by **auto vehicle**, but **he has no right to make the**

1 **highways his place of business by using them as a common carrier for hire.**

2 Such use is a privilege which may be granted or withheld by the state in its
3 discretion, without violating either the due process clause or the equal
4 protection clause.' (*Buck v. Kuykendall*, 267 U. S. 307 [38 A. L. R. 286, 69 L. Ed.
5 623, 45 Sup. Ct. Rep. 324].

6 22. "The **right** of a citizen to travel upon the highway and transport his property
7 thereon in the ordinary course of life and business **differs radically an**
8 **obviously from that of one who makes the highway his place of business** and
9 uses it for **private** gain, in the running of a stage coach or omnibus. The former is
10 the usual and ordinary **right** of a citizen, a **right** common to all; while the latter is
11 special, unusual and extraordinary. As to the former, the extent of legislative
12 power is that of regulation; but as to the latter its power is broader; the right
13 may be wholly denied, or it may be permitted to some and denied to others,
14 because of its extraordinary nature. This distinction, elementary and
15 fundamental in character, is recognized by all the authorities."

16 23. "Even the legislature has no power to deny to a citizen the **right** to travel upon
17 the highway and transport his/her property in the ordinary course of his
18 business or pleasure, though this right may be regulated in accordance with the
19 public interest and convenience." ["regulated" means traffic safety enforcement,
20 stop lights, signs etc.]—*Chicago Motor Coach v. Chicago*, 169 NE 22.

21 24. "The claim and exercise of a constitutional **right** cannot be converted into a
22 crime."—*Miller v. U.S.*, 230 F 2d 486, 489.

23 25. "There can be no sanction or penalty imposed upon one because of this exercise
24 of constitutional **rights**."—*Sherar v. Cullen*, 481 F. 945

25 26. The **right** of the citizen to **travel** upon the highway and to transport his property
26 thereon, in the ordinary course of life and business, differs radically and obviously
27 from that of one who makes the highway his place of business for private gain in the
28 running of a stagecoach or omnibus."—*State vs. City of Spokane*, 186 P. 864.

- 1 27. "The **right** of the citizen to **travel** upon the public highways and to transport
2 his/her property thereon either by carriage or automobile, is **not** a mere
3 **privilege** which a city [or State] may prohibit or permit at will, but a common
4 right which he/she has under the **right** to life, liberty, and the pursuit of
5 happiness." — Thompson v. Smith, 154 SE 579.
- 6 28. "The **right** of the Citizen to **travel** upon the public highways and to transport
7 his property thereon, in the ordinary course of life and business, is a
8 common **right** which he has under the **right** to enjoy life and liberty, to acquire
9 and possess property, and to pursue happiness and safety. It includes the right,
10 in so doing, to use the ordinary and usual conveyances of the day, and under the
11 existing modes of **travel**, includes the right to drive a horse drawn carriage
12 or wagon thereon or to operate an automobile thereon, for the usual and
13 ordinary purpose of life and business." — Thompson vs. Smith, supra.; Teche
14 Lines vs. Danforth, Miss., 12 S.2d 784.
- 15 29. "The use of the highways for the purpose of **travel** and transportation is not a
16 mere **privilege**, but a common and fundamental **Right** of which the public and
17 the individual cannot be rightfully deprived." — Chicago Motor Coach vs.
18 Chicago, 169 NE 22; Ligare vs. Chicago, 28 NE 934; Boon vs. Clark, 214 SSW
19 607; 25 Am. Jur. (1st) Highways Sect. 163.
- 20 30. "The **right** to b is part of the Liberty of which a citizen cannot deprived without
21 due process of law under the Fifth Amendment. This Right was emerging as
22 early as the Magna Carta." — Kent vs. Dulles, 357 US 116 (1958).
- 23 31. "The state **cannot** diminish **Rights** of the people." — Hurtado vs. California, 110
24 US 516.
- 25 32. "Personal liberty largely consists of the Right of locomotion -- to go where and
26 when one pleases -- only so far restrained as the Rights of others may make it
27 necessary for the welfare of all other citizens. The **Right** of the Citizen to **travel**
28 upon the public highways and to transport his property thereon, by horse

1 drawn carriage, wagon, or automobile, is not a mere **privilege** which may
2 be permitted or prohibited at will, but the common **Right** which he has under
3 his **Right** to life, liberty, and the pursuit of happiness. Under this
4 Constitutional guarantee one may, therefore, under normal conditions, **travel** at
5 his inclination along the public highways or in public places, and while
6 conducting himself in an orderly and decent manner, neither interfering with
7 nor disturbing another's Rights, he will be protected, not only in his person, but
8 in his safe conduct." — II Am.Jur. (1st) Constitutional Law, Sect.329, p.1135.

9 33. Where **rights secured** by the Constitution are involved, **there can be no rule**
10 **making or legislation** which would abrogate them." — Miranda v. Arizona, 384
11 U.S.

12 34. "The state **cannot** diminish **Rights** of the **people**." — Hurtado vs. California, 110
13 US 516.

14 **NO QUALIFIED OR LIMITED IMMUNITY**

15 35. "When enforcing mere statutes, judges of all courts do not act judicially (and
16 thus are not protected by "qualified" or "limited immunity," - SEE: Owen v. City,
17 445 U.S. 662; Bothke v. Terry, 713 F2d 1404) - - "but merely act as an extension as
18 an agent for the involved agency -- but only in a "ministerial" and not a
19 "discretionary capacity..." Thompson v. Smith, 154 S.E. 579, 583; Keller v. P.E.,
20 261 US 428; F.R.C. v. G.E., 281, U.S. 464.

21 36. "Public officials are **not** immune from suit when they transcend their lawful
22 authority by invading constitutional **rights**." — AFLCIO v. Woodward, 406 F2d
23 137 t.

24 37. "Immunity **fosters neglect and breeds irresponsibility** while liability promotes
25 care and caution, which caution and care is owed by the government to its
26 people." (Civil Rights) **Rabon vs Rowen Memorial Hospital, Inc.** 269 N.S. 1, 13,
27 152 SE 1 d 485, 493.

28 //

- 1 38. "Judges not only can be sued over their official acts, but could be held **liable for**
2 **injunctive and declaratory relief and attorney's fees.**" **Lezama v. Justice Court,**
3 **A025829.**
- 4 39. "Ignorance of the law does not excuse misconduct in anyone, least of all in a
5 sworn officer of the law." **In re McCowan** (1917), 177 C. 93, 170 P. 1100.
- 6 40. "All are presumed to know the law." **San Francisco Gas Co. v. Brickwedel**
7 (1882), 62 C. 641; **Dore v. Southern Pacific Co.** (1912), 163 C. 182, 124 P. 817;
8 **People v. Flanagan** (1924), 65 C.A. 268, 223 P. 1014; **Lincoln v. Superior Court**
9 (1928), 95 C.A. 35, 271 P. 1107; **San Francisco Realty Co. v. Linnard** (1929), 98
10 C.A. 33, 276 P. 368.
- 11 41. "It is one of the fundamental maxims of the common law that ignorance of the
12 law excuses no one." **Daniels v. Dean** (1905), 2 C.A. 421, 84 P. 332.
- 13 42. "the people, not the States, are sovereign." – Chisholm v. Georgia, 2 Dall. 419, 2
14 U.S. 419, 1 L.Ed. 440 (1793).
- 15 43. **ALL ARE EQUAL UNDER THE LAW.** (God's Law - Moral and Natural Law).
16 Exodus 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40; Luke 10:17; Col.
17 3:25. "No one is above the law".
- 18 44. **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE**
19 **EXPRESSED.** (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). -- **Legal maxim:** "To lie is to go
20 against the mind."
- 21 45. **IN COMMERCE TRUTH IS SOVEREIGN.** (Exodus 20:16; Ps. 117:2; John 8:32;
22 II Cor. 13:8) Truth is sovereign -- and the Sovereign tells only the truth.
- 23 46. **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.** (Lev. 5:4-5; Lev.
24 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5: 12).
- 25 47. **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.** (12
26 Pet. 1:25; Heb. 6:13-15); "He who does not deny, admits."
- 27 48. **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN**
28 **COMMERCE.** (Heb. 6:16-17); "There is nothing left to resolve.

1 2. At no point in time were DefendantS/Respondents presented with a
2 CALIFORNIA DRIVER'S LICENSE (COMMERCIAL CONTRACT), and any
3 information added to the CITATION/CONTRACT was done so in fraud, without
4 consent, full disclosure, and thus is *void ab initio*.

- 5 1. **WORKMAN IS WORTHY OF HIS HIRE.** The first of these is expressed in
6 Exodus 20:15; Lev. 19:13; Mat. 10:10; Luke 10"7; II Tim. 2:6. **Legal maxim:** "It is
7 against equity for freemen not to have the free disposal of their own property."
8 2. **HE WHO LEAVES THE BATTLEFIELD FIRST **LOSES BY DEFAULT.**** (Book
9 of Job; Mat. 10:22) -- **Legal maxim:** "He who does not repel a wrong when he can
10 occasions it."

11 //

12 Executed "*without the United States*" in compliance with **28 USC § 1746.**

13 **FURTHER AFFIANT SAYETH NOT.**

14 //

15 **VIII. Some Relevant U.C.C. Sections and Application**

16 **1. U.C.C. § 1-308 - Reservation of Rights:**

17 This section ensures that acceptance of an offer under duress or coercion does
18 not waive any rights or defenses. By invoking U.C.C. § 1-308, Claimant(s)/
19 Plaintiff(s) asserts that any compliance with your offer is made with *explicit*
20 *reservation of rights*, preserving all legal remedies.

21 **2. U.C.C. § 2-204 - Formation in General:**

22 This section establishes that a contract can be formed in any manner sufficient to
23 show agreement, including conduct. By issuing the citation (an implied offer to
24 contract), You/Dedenfant(s)/Respondent(s), have initiated a contractual
25 relationship, which has been conditionally accepted with new terms herein.

26 **3. U.C.C. § 2-206 - Offer and Acceptance in Formation of **Contract:****

27 Under this section, an offer can be accepted in any reasonable manner. By
28 conditionally accepting the citation and dispatching this notice via USPS

1 Certified, Registered, and/or Express mail, Claimant(s)/Plaintiff(s) has/have
2 created a binding contract agreement and obligation which You/Defendant(s)/
3 Respondent(s) are **contractually bound and obligated to**.

4 **4. U.C.C. § 2-202 – Final Written Expression:**

5 This provision ensures that the terms of this conditional acceptance supplement
6 the original terms of the citation. By including these conditions, the issuing
7 authority is bound to provide proof of their validity, failing which the
8 conditional acceptance will be expressly stipulated as the **final** agreement.

9 **5. U.C.C. § 1-103 – Supplementary General Principles of Law Applicable:**

10 This section allows common law principles to supplement the UCC. Under the
11 doctrine of **equity** and **fair dealing**, failure to provide the requested proof
12 constitutes bad faith and silent acquiescence, tacit agreement, and tacit
13 procurement to all of the the **fact and terms stipulated** in this Affidavit Notice
14 and Self-Executing Contract and Security Agreement.

15 **IX. Terms, Legal, and Procedural Basis**

16 **1. Mailbox/Postal Rule:**

17 Under the mailbox rule, this notice of conditional acceptance is effective and
18 considered **accepted** by You/Defendant(s)/Respondent(s) upon dispatch via
19 Registered Mail, and/or Express Mail, and/or Certified Mail. The agreement
20 becomes binding when the notice **is sent, not** when received. This binds the
21 issuing authority to the terms outlined in this notice unless rebutted within the
22 specified timeframe.

23 **2. Offer and Acceptance:**

24 Your citation constitutes an offer under contract law. This notice self-executing
25 Contract and Security Agreement conditionally accepts your contract OFFER
26 and supplements its terms under U.C.C. § 2-202. Failure to fulfill the new and
27 final terms and conditions within the specified **three (3) day** timeframe
28 constitutes **silent acquiescence, tacit agreement, and tacit procurement**.

1 **3. Consent to Service by Electronic and Postal Means:**

2 **4.** By the doctrine of silent acquiescence and tacit agreement, You/Defendant(s)/
3 Respondent(s) have consented to service of notices, pleadings, and
4 communications via email, and/or USPS Registered Mail, Express Mail, or
5 Certified Mail. Your failure to rebut or object to this service method within the
6 specified timeframe constitutes unequivocal acceptance of service through these
7 means.

8 **X. DEFENDANTS' ACTIONS AS ACTS OF WAR AGAINST**
9 **THE THE PEOPLE AND THE CONSTITUTION**

10 The defendants' conduct constitutes an **outright war against the Constitution** of the United States,
11 its *principles*, and the **rule of law**. By their *bad faith* and deplorable actions, the defendants have
12 demonstrated *willful and intentional* disregard and contempt for the **supreme law of the land**, as set
13 forth in **Article VI, Clause 2 of the Constitution**, which declares that the Constitution, federal
14 laws, and treaties are the supreme law of the land, binding upon all states, courts, and officers.

15 **A. Violations of Constitutional Protections**

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

19 **1. Violation of the Plaintiffs' Unalienable Rights:** The defendants have deprived the
20 plaintiffs of life, liberty, and property without due process of law, as guaranteed
21 under the Fifth and Fourteenth Amendments.

22 **2. Subversion of the Rule of Law:** Through their actions, the defendants have
23 undermined the separation of powers and checks and balances established by the
24 Constitution. They have disregarded the judiciary's duty to uphold the Constitution
25 by attempting to operate outside the confines of lawful authority, rendering
26 themselves effectively unaccountable.

27 **3. Treasonous Conduct:** Pursuant to Article III, Section 3, treason against the United
28 States is defined as levying war against them or adhering to their enemies, giving

1 them aid and comfort. The defendants' conduct in subverting the constitutional order,
2 depriving citizens of their lawful rights, and unlawfully exercising power without
3 jurisdiction constitutes a form of domestic treason against the Constitution and the
4 people it protects.

5 **B. Acts of Aggression and Tyranny**

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

13 **C. Weaponizing Authority to Oppress**

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

- 18 • **Suppressing lawful claims and evidence presented by the plaintiffs** to protect
19 their property and rights.
- 20 • **Engaging in acts of fraud, coercion, and racketeering** that strip plaintiffs of their
21 constitutional protections.
- 22 • **Dismissing the jurisdictional authority of constitutional mandates**, including but
23 not limited to rights to due process and equal protection under the law.

24 **The defendants' actions are not merely breaches of law; they are acts of *insurrection***
25 **and *rebellion* against the very foundation of the nation's constitutional**
26 **framework.** Such acts must not go unchallenged, as they jeopardize the
27 constitutional order, the rights of the people, and the rule of law that ensures justice
28 and equality. Plaintiffs call upon the court and relevant authorities to enforce the

1 Constitution, compel accountability, and halt the defendants' treasonous war against
2 the supreme law of the land.

3 **XI. 'Bare Statutes' as Confirmation of Guilt and the Necessity of**
4 **Prosecution by an Enforcer**

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

12 In this matter, Plaintiffs have thoroughly detailed the Defendants' willful and intentional
13 breaches of multiple federal statutes under Title 18, and Plaintiff's **private right(s) of**
14 **action**. These *blatant* and *willful* violations have been clearly articulated in this NOTICE,
15 AFFIDAVIT, AND CONTRACT SECURITY AGREEMENT. Defendants' actions
16 constitute **treasonous** conduct against the **Constitution and the American people**. Their
17 behavior, alongside that of their counsel, reflects an attitude of being above the law, further
18 solidifying their guilt.

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

24 **XII. RESPONSE DEADLINE: REQUIRED WITHIN THREE (3) DAYS:**

25 A response and/or compensation and/or restitution payment must be
26 received within a deadline of **three (3) days**. At the "**Deadline**" is defined as
27 5:00 p.m. on the third (3rd) day after your receipt of this affidavit. "**Failure to**
28 **respond**" is defined as a blank denial, unsupported denial, inapposite denial,

1 such as, “not applicable” or equivalent, statements of counsel and other
2 declarations by third parties that lack first-hand knowledge of the facts, and/
3 or responses lacking verification, all such responses being legally insufficient
4 to controvert the verified statements herewith. See *Sieb's Hatcheries, Inc* and
5 *Beasley, Supra*. Failure to respond can result in **your acceptance of personal**
6 **liability** external to qualified immunity and waiver of any decision rights of
7 remedy.

8 **XIII. FAILURE TO RESPOND AND/OR PERFORM, REMEDY, AND**
9 **SETTLEMENT**

10 If You/Defendant(s)/Respondent(s) fail to respond and perform **within**
11 **three (3) days** of receiving this Affidavit Notice and Self- Executing Contract
12 and Security Agreement and **CONDITIONAL ACCEPTANCE**, with **verified**
13 **evidence** of the above accompanied by an affidavit, **sworn under the penalty**
14 **of perjury, as required by law**, You/Defendant(s)/Respondent(s), Gregory D
15 Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell,
16 GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT,
17 GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS
18 DEPARTMENT, *Does 1-100*, You/Defendant(s)/Respondent(s) **individually**
19 **and collectively fully agree** that you must **act in good faith and** accordance
20 with the Law, cease all conspiracy, fraud, identity theft, embezzlement,
21 deprivation under the color of law, extortion, embezzlement, bank fraud,
22 harassment, conspiracy to deprive, and other violations of the law, and
23 **TERMINATE these proceeding immediately**, and pay the below mentioned
24 Three Hundred Million Dollar Restitution and Settlement payment, and
25 releasing all special deposit funds and/or Credits due to Affiant and/or
26 Complainant(s)/Plaintiff(s).

27 **XIV. Three Hundred Million (\$300,000,000.00 USD) Restitution**
28 **Settlement Payment REQUIRED**

1 Furthermore, if You/Defendant(s)/Respondent(s) fail to respond and
2 perform **within three (3) days** from the date of receipt of this communication by
3 providing **verified evidence and proof** of the facts and conditions set forth herein,
4 accompanied by **affidavits sworn under penalty of perjury as required by law**,
5 Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert
6 Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT,
7 GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS
8 DEPARTMENT, *Does 1-100*, hereby agree that, within three (3) days of receipt of
9 this contract offer, You/Defendant(s)/Respondent(s) shall issue restitution payment
10 in the total sum certain of **Three Hundred Million U.S. Dollars (\$300,000,000.00**
11 **USD)**, which shall become **immediately** due and payable to TMWG EXPRESS
12 TRUST©, TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or
13 TMKEVIN WALKER© IRR TRUST: Complainant(s)/Plaintiff(s).

14 **XV. One Trillion Dollar (\$1,000,000,000,000.00 USD)**
15 **Default Judgement and Lien**

16 If You/Defendant(s)/Respondent(s) fail to respond and perform **within**
17 **three (3) days** from the date of receipt of this communication, as
18 **contractually required**, You/Defendant(s)/Respondent(s) hereby
19 individually and collectively, fully agree, that the entire amount evidenced
20 and itemized in Invoice #RIVSHERTREAS12312024, totaling **One Trillion**
21 **Dollars (\$1,000,000,000,000.00)**, shall become **immediately** due and payable
22 in full.

23 **Furthermore**, if You/Respondent(s)/Defendant(s), fail to respond and
24 perform **within three (3) days** from the date of receipt of this communication,
25 You/Defendant(s)/Respondent(s), **individually and collectively**, admit the
26 **statements and claims** by **TACIT PROCURATION**, and completely agree
27 that you/they individually and collectively are guilty of **fraud, racketeering,**
28 **identity theft, treason, breach of trust and fiduciary duties, extortion,**

1 coercion, deprivation of rights under the color of law, conspiracy to deprive
2 of rights under the color of law, monopolization of trade and commerce,
3 forced peonage, obstruction of enforcement, extortion of a national/
4 internationally protected person, false imprisonment, torture, creating trusts
5 in restraint of trade dereliction of fiduciary duties, bank fraud, breach of trust,
6 treason, tax evasion, bad faith actions, dishonor, injury and damage to Affiant.

7 **XVI. JUDGEMENT AND COMMERCIAL LIEN**
8 **AUTHORIZATION**

9 Moreover, if You/Defendant(s)/Respondent(s), fail to respond **within three**
10 **(3) days** from the date of receipt of this communication, you/they **individually and**
11 **collectively, fully and unequivocally Decree, Accept, fully Authorize (in accord**
12 **with UCC section 9), indorse, support, and advocate for a judgement, and/or**
13 **SUMMARY JUDGEMENT, and/or commercial lien of One Trillion Dollars**
14 **(\$1,000,000,000,000.00) against** You/Respondent(s)/Defendant(s), Gregory D
15 Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell,
16 GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE
17 REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, *Does*
18 *1-100, in favor of,* TMWG EXPRESS TRUST©, TMKEVIN WALKER© ESTATE,
19 TMKEVIN LEWIS WALKER©, and/or TMKEVIN WALKER© IRR TRUST, and/or
20 their lawfully designated ASSIGNEE(S).

21 **Finally, If You/Respondent(s)/Defendant(s), fail to respond within three (3)**
22 **days** from the date of receipt of this communication, **You/Defendant(s)/**
23 **Respondent(s) individually and collectively, EXPRESSLY, FULLY, and**
24 **unequivocally Authorize, indorse, support and advocate for** TMWG EXPRESS
25 TRUST©, TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or
26 TMKEVIN WALKER© IRR TRUST, and/or their lawfully designated ASSIGNEE(S)
27 to formally notify the United States Treasury, Internal Revenue Service, the
28 respective Congress (wo)man, U.S. Attorney General, and/or any person,

1 individual, legal fiction, and/or person, or ens legis Affiant deems necessary,
2 including but not limited to submitting the requisite form(s) 1099-A, 1099-OID,
3 1099-C, 1096, 1040, 1041, 1041-V, 1040-V, 3949-A, with the **One Trillion Dollars**
4 **(\$1,000,000,000,000.00 USD)** as the **income to You/Defendant(s)/Respondent(s)**
5 **and lost revenue and/or income to** Affiant, and/or TMWG EXPRESS TRUST©,
6 TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or TMKEVIN
7 WALKER© IRR TRUST, and/or their lawfully designated ASSIGNEE(S).

8 **XVII. SUMMARY JUDGEMENT, U.C.C. 3-505**
9 **PRESUMED DISHONOR**

10 Said income is **to be assessed and claimed as income** by/to You/
11 Defendant(s)/Respondent(s), **and/or by filing a lawsuit** followed by a
12 DEMAND or similar for **SUMMARY JUDGEMENT** as **a matter of law**, in
13 accordance with **California Code of Civil Procedure § 437c(c)** and **Federal**
14 **Rule of Civil Procedure 56(a)**, and/or executing an Affidavit Certificate of
15 **Non-Response, Dishonor, Judgement, and Lien Authorization**, in
16 accordance with **U.C.C. § 3-505**, and/or issue an ORDER TO PAY or BILL OF
17 EXCHANGE to the U.S. Treasury and IRS, said sum certain of **One Trillion**
18 **U.S. Dollars (\$1,000,000,000,000.00 USD)**, for **immediate credit** to Affiant,
19 and/or TMWG EXPRESS TRUST©, TMKEVIN WALKER© ESTATE, TMKEVIN
20 LEWIS WALKER©, and/or TMKEVIN WALKER© IRR TRUST, and/or their
21 lawfully designated ASSIGNEE(S), with this Self-Executing Contract and
22 Security Agreement servings as **prima facie evidence** of You/Respondent(s)/
23 Defendant(s)'s **Verified INDEBTEDNESS** to Affiant, Affiant, and/or TMWG
24 EXPRESS TRUST©, TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS
25 WALKER©, and/or TMKEVIN WALKER© IRR TRUST, and/or their lawfully
26 designated ASSIGNEE(S).

27 Should it be deemed necessary, the **Claimant(s)/Plaintiff(s) are fully**
28 **Authorized (in accord with U.C.C § 9-509)** to file a UCC commercial **LIEN**

1 **and/or UCC1 Financing Statement** to perfect interest and/or secure full
2 satisfaction of the adjudged sum of **One Trillion Dollars**
3 **(\$1,000,000,000,000.00 USD)**.

4 //

5 ***** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT*** :**

6 Again for the record, this **contract, received and accepted per the mailbox rule, is**
7 **self-executing and serves as a SECURITY AGREEMENT, and establishes a lien,**
8 **Authorized by You/They/the DEBTOR(S). Acceptance of this contract is deemed to**
9 **occur at the moment it is dispatched via mail, in accordance with the mailbox rule**
10 **established in common law. Under this rule, an acceptance becomes effective and**
11 **binding** once it is properly addressed, stamped, and placed in the control of the postal
12 service, as supported by **Adams v. Lindsell (1818) 106 ER 250. Furthermore, as a self-**
13 **executing agreement, this contract creates immediate and enforceable obligations**
14 **without the need for further action, functioning also as a SECURITY AGREEMENT under**
15 **Article 9 of the Uniform Commercial Code (UCC).**

16 ***** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT*** :**

17 //

18 **XVIII. ESTOPPEL BY ACQUIESCENCE:**

19 If the addressee(s) or an intended recipient of this notice fail to respond
20 addressing **each point, on a point by point basis, they individually and**
21 **collectively accept all of the statements, declaration, stipulations, facts, and**
22 **claims as TRUTH and fact by TACIT PROCURATION, all issues are deemed**
23 **settled RES JUDICATA, STARE DECISIS and by COLLATERAL ESTOPPEL.**
24 You may **not** argue, controvert, or otherwise protest the finality of the
25 administrative findings in any subsequent process, whether administrative or
26 judicial. (See Black's Law Dictionary 6th Ed. for any terms you do not "understand").

27 **Your failure to completely answer and respond will result in your agreeing**
28 **not to argue, controvert or otherwise protest the finality of the administrative**

1 findings in any process, whether administrative or judicial, as certified by
2 Notary or Witness Acceptor in an Affidavit Certificate of Non Response and/or
3 Judgement, or similar.

4 Should YOU fail to respond, provide partial, unsworn, or incomplete
5 answers, such are not acceptable to me or to any court of law. See, *Sieb's*
6 *Hatcheries, Inc. v. Lindley*, 13 F.R.D. 113 (1952)., "Defendant(s) made no request for
7 an extension of time in which to answer the request for admission of facts and filed
8 only an unsworn response within the time permitted," thus, under the specific
9 provisions of Ark. and *Fed. R. Civ. P. 36*, the facts in question were **deemed**
10 **admitted as true. Failure to answer is well established in the court.** *Beasley v. U.*
11 *S.*, 81 F. Supp. 518 (1948)., "I, therefore, hold that the requests **will be considered as**
12 **having been admitted.**" Also as previously referenced, "Statements of fact
13 contained in affidavits which are **not** rebutted by the opposing party's **affidavit or**
14 **pleadings may** be accepted as **true** by the trial court." --*Winsett v. Donaldson*, 244
15 N.W.2d 355 (Mich. 1976).

16 **COPY of this ACTUAL AND CONSTRUCTIVE NOTICE and Exhibits sent to**
17 **the following WITNESSES by way of Registered Mail with Misprision of Felony**

18 **Obligations:**

19 **To/cc:** James R. McHenry III, Pam Bondi, Agent(s)
20 C/o DEPARTMENT OF JUSTICE
21 950 Pennsylvania Avenue Nw
Washington, District of Columbia, [20530]
Registered Mail # **RF775822605US**

To/Cc: Michael Hestrin, Fiduciary(ies),
C/o Office of the District Attorney
3960 Orange Street
Riverside California [92501]
Registered Mail # **RF775822619US.**

22 **To/Cc:** Rob Bonta, Fiduciary(ies),
23 C/o Office of the Attorney General
1300 "I" Street
24 Sacramento, California [95814-2919]
Registered Mail # **RF775822622US.**

To/Cc: Douglas O'Donnell, Agent(s), Fiduciary(ies)
C/o Internal Revenue Service
1111 Constitution Avenue, North West
Washington, District of Columbia [20224]
Registered Mail # **RF775822636US.**

25 //

26 //

27 //

28 //

Invoice # **RIVSHERTREAS12312024**

INVOICE and/or TRUE BILL

Dear Valued Defendant(s), Respondent(s), Customer(s), Fiduciary(ies), Agent(s), and/or DEBTOR(S):

It has come to OUR attention that you are **deemed guilty of multiple felony crimes, violations of U.S. Code, U.C.C, the Constitution, and the law.** You have or currently still are **threatening, extorting, depriving, coercing, damaging, injuring, and causing irreparable physical, mental, emotional, and financial harm** to TMKEVIN WALKER© ESTATE, TMWG EXPRESS TRUST©, TMKEVIN WALKER© IRR TRUST and its/their beneficiary(ies), and their Fiduciary(ies), Trustee(s), Executor(s), Agent(s), and Representatives. **You remain in default, dishonor, and have an outstanding past due balance due immediately, to wit:**

1.	18 U.S. Code § 1341 - Frauds and swindle :	<u>\$10,000,000.00</u>
2.	18 U.S. Code § 4 - Misprision of felony	<u>\$1,000,000.00</u>
3.	Professional and personal fees and costs associated with preparing documents for this matter:	\$100,000,000.00
4.	15 U.S. Code § 2 - Monopolizing trade a felony; penalty:	\$200,000,000.00
5.	18 U.S. Code § 241 - Conspiracy against rights:	\$9,000,000,000.00
6.	18 U.S. Code § 242 - Deprivation of rights under color of law:	\$9,000,000,000.00
7.	18 U.S. Code § 1344 - Bank fraud: (fine and/or up to 30 years imprisonment)	\$100,000,000.00
8.	15 U.S. Code § 1122 - Liability of United States and States, and instrumentalities and officials thereof:	\$100,000,000,000.00
9.	15 U.S. Code § 1 - Trusts, etc., in restraint of trade illegal; penalty (fine and/or up to 10 years imprisonment):	\$900,000,000.00
10.	18 U.S. Code § 1951 - Interference with commerce by threats or violence (fine and/or up to 20 years imprisonment):	\$3,000,000,000.00
11.	Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and internationally protected persons:	\$11,000,000.00
12.	18 U.S. Code § 878 - Threats and extortion against foreign officials, official guests, or internationally protected persons (fine and/or up to 20 years imprisonment):	\$500,000,000.00
13.	18 U.S. Code § 880 - Receiving the proceeds of extortion (fine and/or up to 3 years imprisonment):	\$100,000,000.00
14.	Use of TM KEVIN LEWIS WALKER©: x 3	\$3,000,000.00
15.	Fraud, conspiracy, obstruction, identity theft, extortion, bad faith actions, treason, monopolization of trade and commerce, bank fraud, threats, coercion, identity theft, mental trauma, emotional anguish and trauma. embezzlement, larceny, felony crimes, loss of time and thus enjoyable life, deprivation of rights under the color of law harassment, Waring against the Constitution, injury and damage:	\$777,075,000,000.00

Total Due: \$1,000,000,000,000.00 USD
Good Faith Discount: \$999,700,000,000.00 USD
Total Due by 02/17/2025: \$300,000,000.00 USD
Total Due after 02/17/2025: \$1,000,000,000,000.00 USD

EXHIBITS/ATTACHMENTS:

- 1
- 2 **1. Exhibit A: Affidavit: Power of Attorney In Fact'**
- 3 **2. Exhibit B: Private UCC Contract Trust/UCC1 filing #2024385925-4.**
- 4 **3. Exhibit C: Private UCC Contract Trust/UCC3 filing ##2024402990-2 .**
- 5 **4. Exhibit D: Affidavit Right of Travel CANCELLATION, TERMINATION, AND**
- 6 **REVOCAION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT**
- 7 **and AGREEMENT. LICENSE/BOND # B6735991**
- 8 **5. Exhibit E: Revocation Termination and Cancelation of Franchise.**
- 9 **6. Exhibit F: CITATION/BOND #TE464702, accepted under threat, duress, and**
- 10 **coercion: AS EVIDENCED BY SIGNATURE LINE.**
- 11 **7. Exhibit G: Automobile's PRIVATE PLATE displayed on the automobile**
- 12 **8. Exhibit H: Screenshot of "Automobile" and "commercial vehicle" from DMV**
- 13 **website**
- 14 **9. Exhibit I: Screenshot of CA CODE § 260 from <https://leginfo.legislature.ca.gov>**
- 15 **10. Exhibit J: Photo(s) of Defendant/Respondent Gregory D Eastwood.**
- 16 **11. Exhibit K: Photo(s) of Defendant/Respondent Robert C V Bowman.**
- 17 **12. Exhibit L: Photo(s) of Defendant/Respondent Willam Pratt.**
- 18 **13. Exhibit M: AFFIDAVIT CERTIFICATE of STATUS, ASSETS, RIGHTS,**
- 19 **JURISDICTION, AND PROTECTIONS as national/non-citizen national, foreign**
- 20 **government, foreign official, internationally protected person, international**
- 21 **organization, secured party/secured creditor, and/or national of the United**
- 22 **States, #RF661448964US.**
- 23 **14. Exhibit N: national/non-citizen national passport card #C35510079.**
- 24 **15. Exhibit O: national/non-citizen national passport book #A39235161.**
- 25 **16. Exhibit P: TMKEVIN LEWIS WALKER© Copyright and Trademark Agreement.**
- 26 **17. Exhibit Q: NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING,**
- 27 **CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY**
- 28 **THEFT, EXTORTION, COERCION, TREASON, #RF775820621US.**

1 18. **Exhibit R: NOTICE OF DEFAULT, and FRAUD, RACKETEERING,**
2 **CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,**
3 **IDENTITY THEFT, EXTORTION, COERCION, TREASON, #RF775821088US.**

4 //

5 //

6 //

7 WORDS DEFINED GLOSSARY OF TERMS:

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

- 10 1. **automobile:** a passenger vehicle that does not transport persons for hire. This includes station wagons,
11 sedans, vans, and sport utility vehicles. **See, California Vehicle Code (CVC) §465.**
- 12 2. **commercial vehicle:** A “**commercial vehicle**” is a vehicle which is used or maintained for the
13 transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily
14 for the transportation of property (for example, trucks and pickups). **See CVC §260.**
- 15 3. **motor vehicle:** The term “**motor vehicle**” means every description of carriage or other contrivance
16 propelled or drawn by mechanical power **and** used for **commercial purposes** on the highways in the
17 transportation of passengers, passengers and property, or property or cargo. **See 18 U.S. Code § 31 -**
18 **Definitions.**
- 19 4. **financial institution:** a **person**, an **individual**, a **private banker**, a business engaged in vehicle sales,
20 including automobile, airplane, and boat sales, persons involved in real estate closings and settlements,
21 the United States Postal Service, a commercial bank or trust company, any credit union, an agency of
22 the United States Government or of a State or local government carrying out a duty or power of a
23 business described in this paragraph, a broker or dealer in securities or commodities, a currency
24 exchange, or a business engaged in the exchange of currency, funds, or value that substitutes for
25 currency or funds, financial agency, a loan or finance company, an issuer, redeemer, or cashier of
26 travelers’ checks, checks, money orders, or similar instruments, an operator of a credit card system, an
27 insurance company, a licensed sender of money or any other person who engages as a business in the
28 transmission of currency, funds, or value that substitutes for currency, including any person who

1 engages as a business in an informal money transfer system or any network of people who engage as a
2 business in facilitating the transfer of money domestically or internationally outside of the
3 conventional financial institutions system. Ref, 31 U.S. Code § 5312 - Definitions and application.

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

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

24 7. **bank:** a **person** engaged in the business of banking and includes a savings bank, savings and loan
25 association, credit union, and **trust company**. The terms “banks”, “national bank”, “national banking
26 association”, “member bank”, “board”, “district”, and “reserve bank” shall have the meanings assigned
27 to them in section 221 of this title. An institution, of great value in the commercial world, empowered
28 to receive deposits of money, to make loans. and to issue its promissory notes, (designed to circulate as

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

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

16 9. **pay:** To discharge a debt; to deliver to a creditor the value of a debt, either in money or in goods, for his
17 acceptance. To pay is to deliver to a creditor the value of a debt, either in money or In goods, for his
18 acceptance, by which the debt is discharged. See Blacks Law Dictionary 1st, 2nd, and 3rd edition, pages
19 880, 883, and 1339 respectively.

20 10. **payment:** The performance of a duty, promise, or obligation, or discharge of a debt or liability. by the
21 delivery of money or other value. Also the money or thing so delivered. Performance of an obligation
22 by the delivery of money or some other valuable thing accepted in partial or full discharge of the
23 obligation. [Cases: Payment 1. C.J.S. Payment § 2.] 2. The money or other valuable thing so delivered in
24 satisfaction of an obligation. See Blacks Law Dictionary 1st and 8th edition, pages 880-811 and
25 3576-3577, respectively.

26 11. **driver:** The term "driver" (i.e: "driver's license") means One **employed** in conducting a coach, carriage,
27 wagon, or other vehicle, with horses, mules, or other animals.

- 1 12. **may:** An auxiliary verb qualifying the meaning of another verb by expressing ability, competency,
2 liberty, permission, probability or contingency. — Regardless of the instrument, however, whether
3 constitution, statute, deed, contract or whatnot, **courts not infrequently construe "may" as "shall" or**
4 **"must".** — See Black's Law Dictionary, 4th Edition page 1131.
- 5 13. **extortion:** The term "**extortion**" means the obtaining of property from another, **with his consent,**
6 **induced by wrongful use of actual or threatened force, violence, or fear, or under color of official**
7 **right.** — See 18 U.S. Code § 1951 - Interference with commerce by threats or violence.
- 8 14. **national:** "foreign government", "foreign official", "internationally protected person", "international
9 organization", "national of the United States", "official guest," and/or "non-citizen national." **They all**
10 **have the same meaning.** See Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and
11 internationally protected persons.
- 12 15. **United States:** For the purposes of this Affidavit, the terms "United States" and "U.S." *mean only the*
13 *Federal Legislative Democracy of the District of Columbia, Puerto Rico, U.S. Virgin Islands, Guam, American*
14 *Samoa, and any other Territory within the "United States," which entity has its origin and jurisdiction*
15 *from Article 1, Section 8, Clause 17-18 and Article IV, Section 3, Clause 2 of the Constitution for the*
16 *United States of America. The terms "United States" and "U.S." are NOT to be construed to mean or include*
17 *the sovereign, united 50 states of America.*
- 18 16. **fraud:** deceitful practice or Willful device, resorted to with intent to deprive another of his right, or in
19 some manner to do him an injury. As distinguished from negligence, it is always positive, intentional.
20 as applied to contracts is the cause of an error bearing on material part of the contract, created or
21 continued by artifice, with design to obtain some unjust advantage to the one party, or to cause an
22 inconvenience or loss to the other. in the sense of court of equity, properly includes all acts, omissions,
23 and concealments which involved a breach of legal or equitable duty, trust, or confidence justly
24 reposed, and are injurious to another, or by which an undue and unconscientious advantage is taken of
25 another. See Black's Law Dictionary, 1st and 2nd Edition, pages 521-522 and 517 respectively.
- 26 17. **color:** appearance, semblance. or simulacrum, as distinguished from that which is real. A prima facie or
27 apparent right. Hence, a deceptive appearance; a plausible, assumed exterior, concealing a lack of
28 reality; a disguise or pretext. See, Black's Law Dictionary 1st Edition, page 222.

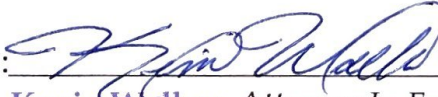
1 18. **colorable:** That which is in appearance only, and not in reality, what it purports to be. See, Black's Law
2 Dictionary 1st Edition, page 2223.

3 **COMMERCIAL OATH AND VERIFICATION:**

4 County of Riverside)
5) Commercial Oath and Verification
6 The State of California)

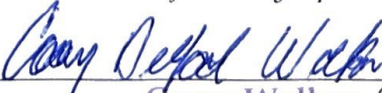
7 I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding
8 in good faith being of sound mind states that the facts contained herein are true,
9 correct, complete and not misleading to the best of Affiant's knowledge and belief
10 under penalty of International Commercial Law and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

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

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

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

23 *Sui juris, By Special Limited Appearance,*
24 By: 
25 **Donnhabelle Mortel** (WITNESS)

26 *Sui juris, By Special Limited Appearance,*
27 By: 
28 **Corey Walker** (WITNESS)

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.

//

//

//

JURAT:

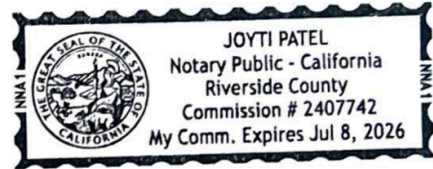
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Riverside)
County of California) ss.

Subscribed and sworn to (or affirmed) before me on this 13th day of February, 2025 by Kevin Walker proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Joyti Patel, Notary public
print

Joytipatel Seal:



-Exhibit E-

From/Plaintiff: Kevin: Walker, *sui juris, In Propria Persona.*
Executor, Authorized Representative, Secured Party, Master Beneficiary
™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©
c/o 30650 Rancho California Road Suite #406-251
Temecula, California [92591]
non-domestic *without* the United States
Email: team@walkernovagroup.com

*** NOTICE TO AGENT IS NOTICE TO PRINCIPAL ***
*** NOTICE TO PRINCIPAL IS NOTICE TO AGENT ***

*** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT ***

To/Defendant(s)/Respondent(s): Gregory D Eastwood,
Robert C V Bowman, George Reyes, Robert Gell, Chad.
C/o SOUTHWEST JUSTICE CENTER
30755-D Auld Road
Murrieta, California [92563]
Registered Mail #RF775823645US
Email: info@riversidesheriff.org / ssherman@law4cops.com

To/Defendant(s)/Respondent(s): Chad Bianco.
C/o RIVERSIDE COUNTY SHERIFF
4095 Lemon Street, 2nd floor
Riverside, California [92501]
Registered Mail #RF775823659US
Email: info@riversidesheriff.org / ssherman@law4cops.com

AFFIDAVIT CERTIFICATE of **DISHONOR, NON-RESPONSE,
DEFAULT, JUDGEMENT, and **LIEN AUTHORIZATION.****

Kevin: Walker, ™KEVIN WALKER©
ESTATE, ™KEVIN LEWIS
WALKER©, ™KEVIN WALKER© IRR
TRUST,

Claimant(s)*Plaintiff(s),*

vs.

**Chad Bianco, Gregory D Eastwood,
Robert C V Bowman, George Reyes,
William Pratt, Robert Gell, CHAD
BIANCO, GREGORY D EASTWOOD,
ROBERT C V BOWMAN, WILLIAM
PRATT, GEORGE REYES, ROBERT
GELL, RIVERSIDE COUNTY
SHERIFFS DEPARTMENT, Does 1-100
Inclusive,**

Defendant(s)/Respondent(s)

CITATION/BOND NO.: TE464702

**AFFIDAVIT CERTIFICATE OF
DISHONOR, NON-RESPONSE,
DEFAULT, JUDGEMENT, AND LIEN
AUTHORIZATION**

1. FRAUD
2. RACKETEERING
3. EMBEZZLEMENT
4. IDENTITY THEFT
5. CONSPIRACY
6. DEPRIVATION OF RIGHTS UNDER COLOR OF LAW
7. RECEIVING EXTORTION PROCEEDS
8. FALSE PRETENSES
9. EXTORTION
10. UNLAWFUL IMPRISONMENT
11. TORTURE
12. KIDNAPPING
13. FORCED PEONAGE
14. MONOPOLIZATION OF TRADE AND COMMERCE
15. BANK FRAUD
16. TRANSPORTATION OF STOLEN PROPERTY, MONEY, & SECURITIES
17. THREE HUNDRED MILLION SETTLEMENT OFFER
18. **CONSIDERED, ACCEPTED, AND STIPULATED ONE TRILLION DOLLAR (\$1,000,000,000,000.00) JUDGEMENT AND LIEN.**

AFFIDAVIT CERTIFICATE of **DISHONOR, NON-RESPONSE,
DEFAULT, JUDGEMENT, and **LIEN AUTHORIZATION.****

KNOW ALL MEN BY THESE PRESENTS, that on this day, before me, a
Notary Public, personally came by *Special Limited Appearance, sui juris, In Propria*
Persona, **Kevin: Walker,** a **living soul, natural, freeborn Sovereign,** state Citizen of

1 California and **the republic** in its **De'jure** capacity as one of the several states of the
2 Union 1789. This incidentally makes him a **national** American of the republic as per
3 the **De'Jure Constitution for the united states 1777/1789**.

4 Kevin, proceeding *sui juris, In Propria Persona, by Special Limited*
5 *Appearance*, and is herein referred to as '**Affiant**,' is over 18 years of age, competent
6 to testify and has first hand knowledge of the facts herein. Affiant declared (or
7 certified, verified, affirmed, or stated) under penalty of perjury under the laws of
8 the United States of America that the following is true and correct, to the best of
9 Affiants's understanding and belief, and in good faith:

10 1. As of **February 27, 2025**, Affiant has **not** received a valid, point for point, written
11 response to the document(s) mailed to the person(s) named below. The document(s)
12 mailed and the mail and delivery date(s) was are:

13 (1) **Document: AFFIDAVIT and Plain Statement of Facts: NOTICE OF**
14 **CONDITIONAL ACCEPTANCE**, and **FRAUD, RACKETEERING,**
15 **CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,**
16 **IDENTITY THEFT, EXTORTION, COERCION, TREASON.**

17 **To/Defendant(s)/Respondent(s):** Gregory D Eastwood,
18 Robert C V Bowman, George Reyes.
19 C/o SOUTHWEST JUSTICE CENTER
20 30755-D Auld Road
Murrieta, California [92563]
Registered Mail # **RF775820621US**
Email: info@riversidesheriff.org / ssherman@law4cops.com

To/Defendant(s)/Respondent(s): Chad Bianco.
C/o RIVERSIDE COUNTY SHERIFF
4095 Lemon Street, 2nd floor
Riverside, California [92501]
Registered Mail # **RF775821613US**
Email: info@riversidesheriff.org / ssherman@law4cops.com

21 (2) **Document: AFFIDAVIT and Plain Statement of Facts: NOTICE OF**
22 **DEFAULT**, and **FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION**
23 **OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT,**
24 **EXTORTION, COERCION, TREASON.**

25 **To/Defendant(s)/Respondent(s):** Gregory D Eastwood,
26 Robert C V Bowman, George Reyes.
27 C/o SOUTHWEST JUSTICE CENTER
28 30755-D Auld Road
Murrieta, California [92563]
Registered Mail # **RF775821088US**
Email: info@riversidesheriff.org / ssherman@law4cops.com

To/Defendant(s)/Respondent(s): Chad Bianco.
C/o RIVERSIDE COUNTY SHERIFF
4095 Lemon Street, 2nd floor
Riverside, California [92501]
Registered Mail # **RF775821131US**
Email: info@riversidesheriff.org / ssherman@law4cops.com

(3) **Document: AFFIDAVIT and Plain Statement of Facts: NOTICE OF DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, KIDNAPPING.**

To/Defendant(s)/Respondent(s): Gregory D Eastwood, Robert C V Bowman, George Reyes.
C/o SOUTHWEST JUSTICE CENTER
30755-D Auld Road
Murrieta, California [92563]
Registered Mail # **RF775822582US**
Email: info@riversidesheriff.org / ssherman@law4cops.com

To/Defendant(s)/Respondent(s): Chad Bianco.
C/o RIVERSIDE COUNTY SHERIFF
4095 Lemon Street, 2nd floor
Riverside, California [92501]
Registered Mail # **RF775822596US**
Email: info@riversidesheriff.org / ssherman@law4cops.com

2. As of **February 27, 2025**, Affiant is **not** in possession of a response from respondent(s) addressing each point on the affidavits sent, **sworn under the penalty of perjury, as required** by contract law, principles, and legal maxims.
3. Respondent(s) [“}] **individually and collectively admit** the statements and claims by **TACIT PROCURATION**, **all issues** are **deemed settled RES JUDICATA, STARE DECISIS** and by **COLLATERAL ESTOPPEL**[“].
4. Respondent(s), individually and collectively, admit to the statements and claims by **TACIT PROCURATION**, fully agreeing that they are deemed guilty of fraud, racketeering, identity theft, treason, breach of trust and fiduciary duties, extortion, coercion, deprivation of rights under the color of law, conspiracy to deprive of rights under the color of law, monopolization of trade and commerce, forced peonage, obstruction of enforcement, extortion of a national/internationally protected person, false imprisonment, torture, creating trusts in restraint of trade, dereliction of fiduciary duties, bank fraud, breach of trust, treason, tax evasion, bad faith actions, dishonor, injury, and damage to Affiant and/or Complainant(s)/Plaintiff(s).
5. Furthermore, Respondent(s) individually and collectively fully agree that this **Affidavit and all previously submitted Affidavits** constitute **prima facie evidence** of these violations and serve as proof of claim. As established in **United States v. Kis, 658 F.2d 526 (7th Cir. 1981)**:

1 “Appellee had the burden of first proving its prima facie case and could do
2 so by affidavit or other evidence.”

3 6. Accordingly, Respondents' failure to rebut constitutes **conclusive admission and**
4 **agreement** to all claims asserted herein

5 7. You/Defendant(s)/Respondent(s) individually and collectively, fully agree that
6 INVOICE and/or TRUE BILL #RIVSHERTREAS12312024 accurately represents
7 their indebtedness of to Affiant, and/or Complainant(s)/Plaintiff(s).

8 8. You/Respondent(s)/Defendant(s) individually and collectively, fully agree that
9 You or who you/they represent **is/are the DEBTOR(S) in this matter.**

10 9. You/Defendant(s)/Respondent(s) individually and collectively, fully agree that You and/
11 or who you represent **has/have been paid in full for the “contract” in question.**

12 10. You/Defendant(s)/Respondent(s) individually and collectively, fully agree that You/
13 Defendant(s)/Respondent(s) is/are **not** the CREDITOR, or an ASSIGNEE of the
14 CREDITOR, in this matter.

15 11. Consistent with the **eternal tradition of natural common law, unless I have**
16 **harmed or violated someone or their property, I have committed no crime; and**
17 **I am therefore not subject to any penalty.** I act in accordance with the following
18 **U.S. Supreme Court case:** "The individual may stand upon his **constitutional**
19 **rights** as a citizen. He is entitled to carry on his **private** business in his own way.
20 **His power to contract is unlimited.** He owes no such duty [to submit his books
21 and papers for an examination] to the State, since he receives nothing therefrom,
22 beyond the protection of his life and property. His rights are such as existed by
23 the law of the land [Common Law] **long antecedent to the organization of the**
24 **State**, and can only be taken from him by due process of law, and in accordance
25 with the Constitution. Among his **rights** are a **refusal to incriminate himself,**
26 **and the immunity of himself and his property from arrest or seizure except**
27 **under a warrant of the law.** He owes nothing to the public so long as he does not
28 trespass upon their rights." — **Hale v. Henkel**, 201 U.S. 43 at 47 (1905).

NO QUALIFIED OR LIMITED IMMUNITY

- 1
- 2 12. "When enforcing mere statutes, judges of all courts do not act judicially (and
- 3 thus are not protected by "qualified" or "limited immunity," - SEE: Owen v. City,
- 4 445 U.S. 662; Bothke v. Terry, 713 F2d 1404) - - "but merely act as an extension as
- 5 an agent for the involved agency -- but only in a "ministerial" and not a
- 6 "discretionary capacity..." Thompson v. Smith, 154 S.E. 579, 583; Keller v. P.E., 261
- 7 US 428; F.R.C. v. G.E., 281, U.S. 464.
- 8 13. "Public officials are **not** immune from suit when they transcend their lawful
- 9 authority by invading constitutional **rights**." – AFLCIO v. Woodward, 406 F2d
- 10 137 t.
- 11 14. "Immunity **fosters neglect and breeds irresponsibility** while liability promotes
- 12 care and caution, which caution and care is owed by the government to its
- 13 people." (Civil Rights) **Rabon vs Rowen Memorial Hospital, Inc.** 269 N.S. 1, 13,
- 14 152 SE 1 d 485, 493.
- 15 15. "Judges not only can be sued over their official acts, but could be held **liable for**
- 16 **injunctive and declaratory relief and attorney's fees.**" **Lezama v. Justice Court,**
- 17 **A025829.**
- 18 16. "Ignorance of the law does not excuse misconduct in anyone, least of all in a
- 19 sworn officer of the law." **In re McCowan** (1917), 177 C. 93, 170 P. 1100.
- 20 17. "All are presumed to know the law." **San Francisco Gas Co. v. Brickwedel**
- 21 (1882), 62 C. 641; **Dore v. Southern Pacific Co.** (1912), 163 C. 182, 124 P. 817;
- 22 **People v. Flanagan** (1924), 65 C.A. 268, 223 P. 1014; **Lincoln v. Superior Court**
- 23 (1928), 95 C.A. 35, 271 P. 1107; **San Francisco Realty Co. v. Linnard** (1929), 98
- 24 C.A. 33, 276 P. 368.
- 25 18. "It is one of the fundamental maxims of the common law that ignorance of the
- 26 law excuses no one." **Daniels v. Dean** (1905), 2 C.A. 421, 84 P. 332.
- 27 19. "**the people**, not the States, **are sovereign.**" – Chisholm v. Georgia, 2 Dall. 419, 2 U.S.
- 28 419, 1 L.Ed. 440 (1793).

1 20. **ALL ARE EQUAL UNDER THE LAW.** (God's Law - Moral and Natural Law). Exodus
2 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40; Luke 10:17; Col. 3:25. "No one is
3 above the law".

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

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

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

10 24. **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.** (12 Pet.
11 1:25; Heb. 6:13-15); "He who does not deny, admits."

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

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

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

19 Executed "*without the United States*" in compliance with **28 USC § 1746.**

20 **FURTHER AFFIANT SAYETH NOT.**

21 //

22 //

23 **I. Some Relevant U.C.C. Sections and Application**

24 **1. U.C.C. § 1-308 - Reservation of Rights:**

25 This section ensures that acceptance of an offer under duress or coercion does
26 not waive any rights or defenses. By invoking U.C.C. § 1-308, Claimant(s)/
27 Complainant(s)/Plaintiff(s). asserts that any compliance with your offer is
28 made with *explicit reservation of rights*, preserving all legal remedies.

1 **2. U.C.C. § 2-204 - Formation in General:**

2 This section establishes that a contract can be formed in any manner sufficient
3 to show agreement, including conduct. By issuing the citation (an implied offer
4 to contract), You/Defendant(s)/Respondent(s), have initiated a contractual
5 relationship, which has been conditionally accepted with [new terms herein](#).

6 **3. U.C.C. § 2-206 - Offer and Acceptance in Formation of Contract:**

7 Under this section, an offer can be accepted in any reasonable manner. By
8 conditionally accepting the citation and dispatching this notice via USPS Certified,
9 Registered, and/or Express mail, Claimant(s)/Complainant(s)/Plaintiff(s) has/have
10 created a binding contract agreement and obligation which You/Defendant(s)/
11 Respondent(s) are contractually bound and obligated to.

12 **4. U.C.C. § 2-202 - Final Written Expression:**

13 This provision ensures that the terms of this conditional acceptance
14 supplement the original terms of the citation. By including these
15 conditions, the issuing authority is bound to provide proof of their
16 validity, failing which the conditional acceptance will be expressly
17 stipulated as the **final** agreement.

18 **5. U.C.C. § 1-103 - Supplementary General Principles of Law Applicable:**

19 This section allows common law principles to supplement the UCC.
20 Under the doctrine of **equity** and **fair dealing**, failure to provide the
21 requested proof constitutes bad faith and silent acquiescence, tacit
22 agreement, and tacit procuration to all of the the [fact and terms stipulated](#) in
23 this Affidavit Notice and Self-Executing Contract and Security Agreement.

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

25 Under U.C.C. § 3-505, an *unrebutted* **Affidavit of Default, Dishonor, and Non-**
26 **Response** creates a **presumption of dishonor** against the defaulting party.
27 **Subsection (a)** states that certain documents are admissible as evidence and
28 create a **presumption of dishonor**, including:

- 1 **1. A document regular in form** that certifies dishonor, such as a **notarized**
2 **affidavit.**
- 3 **2. A writing or stamp** from a relevant authority confirming non-acceptance
4 or non-payment.
- 5 **3. A record from a financial institution or other official entity** proving
6 dishonor.
- 7 • **Subsection (b)** confirms that a **protest of dishonor may be made by a**
8 **notary public or other authorized official**, further **strengthening the**
9 **validity and enforceability of the affidavit as prima facie evidence of**
10 **dishonor.**

11 **Application:**

12 By failing to lawfully rebut or respond, **Defendant(s)/Respondent(s) are**
13 **presumed in dishonor**, and Plaintiffs' claims are **legally established as true**
14 **and enforceable**. The *unrebutted affidavit* serves as **self-executing proof** that
15 Respondents/Defendants have defaulted and **must now perform according to**
16 **the binding contract agreement and security instrument.**

17 **II. Legal and Procedural Basis**

18 **1. Mailbox/Postal Rule:**

19 Under the mailbox rule, this notice of conditional acceptance is effective and
20 considered **accepted** by You/Defendant(s)/Respondent(s) upon dispatch via
21 the respective Registered, Certified, and/or Express mail number. The
22 agreement becomes **binding** when the notice **is sent**, not when received. This
23 binds the issuing authority to the terms outlined in this notice unless rebutted
24 within the specified timeframe.

25 **2. Offer and Acceptance:**

26 Your citation constitutes an offer under contract law. This notice self-
27 executing Contract and Security Agreement conditionally accepts your
28 contract OFFER and supplements its terms under U.C.C. § 2-202. Failure to

1 fulfill the new and final terms and conditions within the specified **three (3)**
2 **day** timeframe constitutes **silent acquiescence, tacit agreement, and tacit**
3 **procuration.**

4 **3. Consent to Service by Electronic and Postal Means:**

5 By the doctrine of silent acquiescence and tacit agreement, You/Defendant(s)/
6 Respondent(s) have consented to service of notices, pleadings, and
7 communications via email, and/or USPS Registered Mail, Express Mail, or
8 Certified Mail. Your failure to rebut or object to this service method within the
9 specified timeframe constitutes unequivocal acceptance of service through these
10 means.

11 **III. DEFENDANTS' ACTIONS AS ACTS OF WAR AGAINST**
12 **THE THE PEOPLE AND THE CONSTITUTION**

13 The defendants' conduct constitutes an **outright war against the Constitution**
14 of the United States, its *principles*, and the **rule of law**. By their *bad faith* and
15 deplorable actions, the defendants have demonstrated *willful and intentional*
16 disregard and contempt for the **supreme law of the land**, as set forth in
17 **Article VI, Clause 2 of the Constitution**, which declares that the
18 Constitution, federal laws, and treaties are the supreme law of the land,
19 binding upon all states, courts, and officers.

20 **A. Violations of Constitutional Protections**

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

- 24 **1. Violation of the Plaintiffs' Unalienable Rights:** The defendants have
25 deprived the plaintiffs of life, liberty, and property without due process of
26 law, as guaranteed under the Fifth and Fourteenth Amendments.
- 27 **2. Subversion of the Rule of Law:** Through their actions, the defendants have
28 undermined the separation of powers and checks and balances established

1 by the Constitution. They have disregarded the judiciary's duty to uphold the
2 Constitution by attempting to operate outside the confines of lawful
3 authority, rendering themselves effectively unaccountable.

4 **3. Treasonous Conduct:** Pursuant to Article III, Section 3, treason against the
5 United States is defined as levying war against them or adhering to their
6 enemies, giving them aid and comfort. The defendants' conduct in subverting
7 the constitutional order, depriving citizens of their lawful rights, and
8 unlawfully exercising power without jurisdiction constitutes a form of
9 domestic treason against the Constitution and the people it protects.

10 **B. Acts of Aggression and Tyranny**

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

19 **C. Weaponizing Authority to Oppress**

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

- 24 • **Suppressing lawful claims and evidence presented by the plaintiffs** to
25 protect their property and rights.
- 26 • **Engaging in acts of fraud, coercion, and racketeering** that strip plaintiffs of
27 their constitutional protections.

28

- 1 • **Dismissing the jurisdictional authority of constitutional mandates**, including but
2 not limited to rights to due process and equal protection under the law.

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

10 **IV. 'Bare Statutes' as Confirmation of Guilt and the Necessity** 11 **of Prosecution by an Enforcer**

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

20 In this matter, Plaintiffs have thoroughly detailed the Defendants' willful and
21 intentional breaches of multiple federal statutes under Title 18, and Plaintiff's
22 **private right(s) of action.** These *blatant* and *willful* violations have been clearly
23 articulated in this NOTICE, AFFIDAVIT, AND CONTRACT SECURITY
24 AGREEMENT. Defendants' actions constitute **treasonous** conduct against the
25 **Constitution and the American people.** Their behavior, alongside that of their
26 counsel, reflects an attitude of being above the law, further solidifying their guilt.
27 Plaintiffs maintain that the Defendants' reliance on procedural defenses or
28 technicalities does not absolve them of their criminal conduct. Instead, their actions

1 are an unequivocal admission of guilt that necessitates legal action by the
2 appropriate prosecutorial authority. Plaintiffs reserve all rights to compel such
3 enforcement to ensure that the Defendants are held fully accountable for their
4 crimes.

5 **V. RESPONSE DEADLINE: REQUIRED WITHIN THREE (3) DAYS:**

6 A response and/or compensation and/or restitution payment must be
7 received within a deadline of **three (3) days**. At the “**Deadline**” is defined as
8 5:00 p.m. on the third (3rd) day after your receipt of this affidavit. “**Failure to**
9 **respond**” is defined as a blank denial, unsupported denial, inapposite denial,
10 such as, “not applicable” or equivalent, statements of counsel and other
11 declarations by third parties that lack first-hand knowledge of the facts, and/
12 or responses lacking verification, all such responses being legally insufficient
13 to controvert the verified statements herewith. See *Sieb's Hatcheries, Inc* and
14 *Beasley, Supra*. Failure to respond can result in **your acceptance of personal**
15 **liability** external to qualified immunity and waiver of any decision rights of
16 remedy.

17 **VI. FAILURE TO RESPOND AND/OR PERFORM, REMEDY, AND**
18 **SETTLEMENT**

19 If You/Defendant(s)/Respondent(s) fail to respond and perform **within**
20 **three (3) days** of receiving this Affidavit Notice and Self- Executing Contract
21 and Security Agreement and **CONDITIONAL ACCEPTANCE**, with **verified**
22 **evidence** of the above accompanied by an affidavit, **sworn under the penalty**
23 **of perjury, as required by law**, You/Defendant(s)/Respondent(s), Gregory D
24 Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell,
25 GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT,
26 GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS
27 DEPARTMENT, *Does 1-100*, You/Defendant(s)/Respondent(s) **individually**
28 **and collectively fully agree** that you must **act in good faith** and accordance

1 with the Law, cease all conspiracy, fraud, identity theft, embezzlement,
2 deprivation under the color of law, extortion, embezzlement, bank fraud,
3 harassment, conspiracy to deprive, and other violations of the law, and
4 **TERMINATE these proceeding immediately**, and pay the below mentioned
5 Three Hundred Million Dollar Restitution and Settlement payment, and
6 releasing all special deposit funds and/or Credits due to Affiant and/or
7 Complainant(s)/Plaintiff(s).

8 **VII. Three Hundred Million Dollars (\$300,000,000.00) Restitution**
9 **Settlement Payment REQUIRED**

10 Furthermore, if You/Defendant(s)/Respondent(s) fail to respond and
11 perform **within three (3) days** from the date of receipt of this communication by
12 providing **verified evidence and proof** of the facts and conditions set forth herein,
13 accompanied by **affidavits sworn under penalty of perjury as required by law**,
14 Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert
15 Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT,
16 GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS
17 DEPARTMENT, *Does 1-100*, hereby agree that, within three (3) days of receipt of
18 this contract offer, You/Defendant(s)/Respondent(s) shall issue restitution payment
19 in the total sum certain of **Three Hundred Million Dollars (\$300,000,000.00)**,
20 which **shall** become **immediately** due and payable to TMWGW EXPRESS TRUST©,
21 TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or TMKEVIN
22 WALKER© IRR TRUST: Complainant(s)/Plaintiff(s).

23 **VIII. One Trillion Dollar (\$1,000,000,000,000.00) Default**
24 **Judgement and Lien**

25 If You/Defendant(s)/Respondent(s) fail to respond and perform **within**
26 **three (3) days** from the date of receipt of this communication, as
27 **contractually required**, You/Defendant(s)/Respondent(s) hereby
28 individually and collectively, fully agree, that the entire amount evidenced

1 and itemized in Invoice #RIVSHERTREAS12312024, totaling **One Trillion**
2 **Dollars (\$1,000,000,000,000.00)**, shall become **immediately** due and payable
3 in full.

4 **Furthermore**, if You/Respondent(s)/Defendant(s), fail to respond and
5 perform **within three (3) days** from the date of receipt of this communication,
6 You/Defendant(s)/Respondent(s), **individually and collectively**, admit the
7 **statements and claims** by **TACIT PROCURATION**, and completely agree
8 that you/they individually and collectively are guilty of **fraud, racketeering,**
9 **identity theft, treason, breach of trust and fiduciary duties, extortion,**
10 **coercion, deprivation of rights under the color of law, conspiracy to deprive**
11 **of rights under the color of law, monopolization of trade and commerce,**
12 **forced peonage, obstruction of enforcement, extortion of a national/**
13 **internationally protected person, false imprisonment, torture, creating trusts**
14 **in restraint of trade dereliction of fiduciary duties, bank fraud, breach of trust,**
15 **treason, tax evasion, bad faith actions, dishonor, injury and damage to Affiant.**

16 **IX. JUDGEMENT AND COMMERCIAL LIEN**
17 **AUTHORIZATION**

18 Moreover, if You/Defendant(s)/Respondent(s), fail to respond **within three (3)**
19 **days** from the date of receipt of this communication, you/they **individually and**
20 **collectively, fully and unequivocally Decree, Accept, fully Authorize** (in accord with
21 **UCC section 9), indorse, support, and advocate for a judgement, and/or SUMMARY**
22 **JUDGEMENT, and/or commercial lien of One Trillion Dollars (\$1,000,000,000,000.00)**
23 **against** You/Respondent(s)/Defendant(s), Gregory D Eastwood, Robert C V Bowman,
24 George Reyes, William Pratt, Robert Gell, GREGORY D EASTWOOD, ROBERT C V
25 BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY
26 SHERIFFS DEPARTMENT, Does 1-100, **in favor of**, TMWG EXPRESS TRUST©, TMKEVIN
27 WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or TMKEVIN WALKER© IRR
28 TRUST, and/or their lawfully designated ASSIGNEE(S).

1 **Finally, If You/Respondent(s)/Defendant(s), fail to respond within three (3)**
2 **days from the date of receipt of this communication, You/Defendant(s)/**
3 **Respondent(s) individually and collectively, EXPRESSLY, FULLY, and**
4 **unequivocally Authorize, indorse, support and advocate for TMWG EXPRESS**
5 **TRUST©, TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or**
6 **TMKEVIN WALKER© IRR TRUST, and/or their lawfully designated ASSIGNEE(S)**
7 **to formally notify the United States Treasury, Internal Revenue Service, the**
8 **respective Congress (wo)man, U.S. Attorney General, and/or any person,**
9 **individual, legal fiction, and/or person, or ens legis Affiant deems necessary,**
10 **including but not limited to submitting the requisite form(s) 1099-A, 1099-OID,**
11 **1099-C, 1096, 1040, 1041, 1041-V, 1040-V, 3949-A, with the One Trillion Dollars**
12 **(\$1,000,000,000,000.00 USD) as the **income to You/Defendant(s)/Respondent(s)****
13 **and lost revenue and/or income to Affiant, and/or TMWG EXPRESS TRUST©,**
14 **TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or TMKEVIN**
15 **WALKER© IRR TRUST, and/or their lawfully designated ASSIGNEE(S).**

16 **X. SUMMARY JUDGEMENT, U.C.C. 3-505**
17 **PRESUMED DISHONOR**

18 Said income is **to be assessed and claimed as income** by/to You/
19 Defendant(s)/Respondent(s), **and/or by filing a lawsuit** followed by a DEMAND
20 or similar for **SUMMARY JUDGEMENT** as **a matter of law**, in accordance with
21 **California Code of Civil Procedure § 437c(c)** and **Federal Rule of Civil Procedure**
22 **56(a)**, and/or executing an **Affidavit Certificate of Non-Response, Dishonor,**
23 **Judgement, and Lien Authorization**, in accordance with **U.C.C. § 3-505**, and/or
24 issue an ORDER TO PAY or BILL OF EXCHANGE to the U.S. Treasury and IRS,
25 said sum certain of **One Trillion U.S. Dollars (\$1,000,000,000,000.00 USD)**, for
26 **immediate credit to** Affiant, and/or TMWG EXPRESS TRUST©, TMKEVIN
27 WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or TMKEVIN WALKER©
28 IRR TRUST, and/or their lawfully designated ASSIGNEE(S), with this Self-

1 Executing Contract and Security Agreement servings as *prima facie* evidence of
2 You/Respondent(s)/Defendant(s)'s **Verified INDEBTEDNESS** to Affiant, Affiant,
3 and/or TMWG EXPRESS TRUST©, TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS
4 WALKER©, and/or TMKEVIN WALKER© IRR TRUST, and/or their lawfully
5 designated ASSIGNEE(S).

6 Should it be deemed necessary, the Claimant(s)/Plaintiff(s) are **fully**
7 **Authorized (in accord with U.C.C § 9-509)** to file a UCC commercial **LIEN** and/or
8 **UCC1 Financing Statement** to perfect interest and/or secure full satisfaction of the
9 adjudged sum of **One Trillion Dollars (\$1,000,000,000,000.00 USD)**.

10 ***** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT*** :**

11 Again for the record, this **contract, received and accepted per the mailbox**
12 **rule, is self-executing and serves as a SECURITY AGREEMENT, and establishes**
13 **a lien, Authorized by You/They/the DEBTOR(S). Acceptance of this contract is**
14 **deemed to occur at the moment it is dispatched via mail, in accordance with the**
15 **mailbox rule** established in common law. Under this rule, an **acceptance** becomes
16 **effective and binding** once it is properly addressed, stamped, and placed in the
17 control of the postal service, as supported by **Adams v. Lindsell (1818) 106 ER 250.**
18 **Furthermore, as a self-executing agreement, this contract creates immediate and**
19 **enforceable obligations** without the need for further action, functioning also as a
20 **SECURITY AGREEMENT** under **Article 9 of the Uniform Commercial Code**
21 **(UCC).**

22 ***** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT*** :**

23 **XI. ESTOPPEL BY ACQUIESCENCE:**

24 If the addressee(s) or an intended recipient of this notice fail to respond
25 addressing **each point, on a point by point basis, they individually and**
26 **collectively accept all of the statements, declaration, stipulations, facts, and**
27 **claims as TRUTH** and fact by **TACIT PROCURATION**, **all issues are deemed**
28 **settled RES JUDICATA, STARE DECISIS** and by **COLLATERAL ESTOPPEL.**

1 You may **not** argue, controvert, or otherwise protest the finality of the
2 administrative findings in any subsequent process, whether administrative or
3 judicial. (See Black’s Law Dictionary 6th Ed. for any terms you do not “*understand*”).

4 **Your failure to completely answer and respond will result in your agreeing**
5 **not to argue, controvert or otherwise protest the finality of the administrative**
6 **findings in any process, whether administrative or judicial, as certified by**
7 **Notary or Witness Acceptor in an Affidavit Certificate of Non Response and/or**
8 **Judgement, or similar.**

9 Should YOU **fail** to respond, provide partial, unsworn, or incomplete
10 answers, **such are not acceptable to me or to any court of law**. See, *Sieb's*
11 *Hatcheries, Inc. v. Lindley*, 13 F.R.D. 113 (1952)., “Defendant(s) made no request for
12 an extension of time in which to answer the request for admission of facts and filed
13 only an unsworn response within the time permitted,” thus, under the specific
14 provisions of Ark. and *Fed. R. Civ. P. 36*, the facts in question were **deemed**
15 **admitted as true. Failure to answer is well established in the court.** *Beasley v. U.*
16 *S.*, 81 F. Supp. 518 (1948)., “I, therefore, hold that the requests **will be considered as**
17 **having been admitted.**” Also as previously referenced, “Statements of **fact**
18 contained in affidavits which are **not** rebutted by the opposing party's **affidavit or**
19 **pleadings** may be accepted as **true** by the trial court.” --*Winsett v. Donaldson*, 244
20 N.W.2d 355 (Mich. 1976).

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Invoice # RIVSHERTREAS12312024

INVOICE and/or TRUE BILL

Dear Valued Defendant(s), Respondent(s), Customer(s), Fiduciary(ies), Agent(s), and/or DEBTOR(S):

It has come to OUR attention that you are **deemed guilty of multiple felony crimes, violations of U.S. Code, U.C.C, the Constitution, and the law.** You have or currently still are **threatening, extorting, depriving, coercing, damaging, injuring, and causing irreparable physical, mental, emotional, and financial harm** to TMKEVIN WALKER© ESTATE, TMWG EXPRESS TRUST©, TMKEVIN WALKER© IRR TRUST and its/their beneficiary(ies), and their Fiduciary(ies), Trustee(s), Executor(s), Agent(s), and Representatives. **You remain in default, dishonor, and have an outstanding past due balance due immediately, to wit:**

1.	18 U.S. Code § 1341 - Frauds and swindle :	\$10,000,000.00
2.	18 U.S. Code § 4 - Misprision of felony	\$1,000,000.00
3.	Professional and personal fees and costs associated with preparing documents for this matter:	\$100,000,000.00
4.	15 U.S. Code § 2 - Monopolizing trade a felony; penalty:	\$200,000,000.00
5.	18 U.S. Code § 241 - Conspiracy against rights:	\$9,000,000,000.00
6.	18 U.S. Code § 242 - Deprivation of rights under color of law:	\$9,000,000,000.00
7.	18 U.S. Code § 1344 - Bank fraud: (fine and/or up to 30 years imprisonment)	\$100,000,000.00
8.	15 U.S. Code § 1122 - Liability of United States and States, and instrumentalities and officials thereof:	\$100,000,000,000.00
9.	15 U.S. Code § 1 - Trusts, etc., in restraint of trade illegal; penalty (fine and/or up to 10 years imprisonment):	\$900,000,000.00
10.	18 U.S. Code § 1951 - Interference with commerce by threats or violence (fine and/or up to 20 years imprisonment):	\$3,000,000,000.00
11.	Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and internationally protected persons:	\$11,000,000.00
12.	18 U.S. Code § 878 - Threats and extortion against foreign officials, official guests, or internationally protected persons (fine and/or up to 20 years imprisonment):	\$500,000,000.00
13.	18 U.S. Code § 880 - Receiving the proceeds of extortion (fine and/or up to 3 years imprisonment):	\$100,000,000.00
14.	Use of TM KEVIN LEWIS WALKER©: x 3	\$3,000,000.00
15.	Fraud, conspiracy, obstruction, identity theft, extortion, bad faith actions, treason, monopolization of trade and commerce, bank fraud, threats, coercion, identity theft, mental trauma, emotional anguish and trauma. embezzlement, larceny, felony crimes, loss of time and thus enjoyable life, deprivation of rights under the color of law harassment, Waring against the Constitution, injury and damage:	\$777,075,000,000.00

Total Due: \$1,000,000,000,000.00 USD
Good Faith Discount: \$999,700,000,000.00 USD
Total Due by 03/03/2025: \$300,000,000.00 USD
Total Due after 03/03/2025: \$1,000,000,000,000.00 USD

COPY of this ACTUAL AND CONSTRUCTIVE NOTICE and Exhibits sent to the following

WITNESSES by way of Registered Mail with Misprision of Felony Obligations:

To/Cc: Rob Bonta, Agent(s), Fiduciary(ies), Trustee(s)
C/o Office of the Attorney General
1300 "I" Street
Sacramento, California [95814-2919]
Registered Mail #RF775823662US.

To/Cc: Issa, Darrel, Agent(s), Fiduciary(ies), Trustee(s)
C/o U.S. HOUSE OF REPRESENTATIVES
Washington, District of Colombia [20515]
Registered Mail #RF775823676US.

To/Cc: Pan Bondi, Agent(s), Fiduciary(ies), Trustee(s)
C/o Office of the Attorney General
950 Pennsylvania Avenue, NW
Washington, District of Colombia [20530-0001]
Registered Mail # RF775823680US.

To/Cc: Douglas O'Donnell, Agent(s), Fiduciary(ies), Trustee(s)
C/o Internal Revenue Service
1111 Constitution Avenue, North West
Washington, District of Colombia [20224]
Registered Mail #RF775823693US.

To/Cc: David Lebryk, Agent(s), Fiduciary(ies), Trustee(s)
C/o Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington, District of Colombia [20220]
Registered Mail #RF775823702US.

To/Cc: Marco Rubio, Agent(s), Fiduciary(ies), Trustee(s)
C/o Department of State
2201 C Street, North West
Washington, District of Colombia [20520]
Registered Mail #RF775823716US.

EXHIBITS/ATTACHMENTS:

1. **Exhibit A: Affidavit: Power of Attorney In Fact'**
2. **Exhibit B: Private UCC Contract Trust/UCC1 filing #2024385925-4.**
3. **Exhibit C: Private UCC Contract Trust/UCC3 filing ##2024402990-2 .**
4. **Exhibit D: Affidavit Right of Travel CANCELLATION, TERMINATION, AND REVOCATION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT and AGREEMENT. LICENSE/BOND # B6735991**
5. **Exhibit E: Revocation Termination and Cancelation of Franchise.**
6. **Exhibit F: CITATION/BOND #TE464702, accepted under threat, duress, and coercion: AS EVIDENCED BY SIGNATURE LINE.**
7. **Exhibit G: Automobile's PRIVATE PLATE displayed on the automobile**
8. **Exhibit H: Screenshot of "Automobile" and "commercial vehicle" from DMV website**
9. **Exhibit I: Screenshot of CA CODE § 260 from <https://leginfo.legislature.ca.gov>**
10. **Exhibit J: Photo(s) of Defendant/Respondent Gregory D Eastwood.**
11. **Exhibit K: Photo(s) of Defendant/Respondent Robert C V Bowman.**
12. **Exhibit L: Photo(s) of Defendant/Respondent Willam Pratt.**

1 13. **Exhibit M:** AFFIDAVIT CERTIFICATE of **STATUS, ASSETS, RIGHTS,**
2 **JURISDICTION, AND PROTECTIONS** as national/non-citizen national, foreign
3 government, foreign official, internationally protected person, international
4 organization, **secured party/secured creditor**, and/or national of the United
5 States, #**RF661448964US**.

6 14. **Exhibit N:** national/non-citizen national passport card #**C35510079**.

7 15. **Exhibit O:** national/non-citizen national passport book #**A39235161**.

8 16. **Exhibit P:** TMKEVIN LEWIS WALKER© Copyright and Trademark Agreement.

9 17. **Exhibit Q:** **NOTICE OF CONDITIONAL ACCEPTANCE**, and **FRAUD, RACKETEERING,**
10 **CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY**
11 **THEFT, EXTORTION, COERCION, TREASON**, #**RF775820621US**.

12 18. **Exhibit R:** **NOTICE OF DEFAULT**, and **FRAUD, RACKETEERING,**
13 **CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,**
14 **IDENTITY THEFT, EXTORTION, COERCION, TREASON**, #**RF775821088US**.

15 19. **Exhibit S:** **NOTICE OF DEFAULT**, and **FRAUD, RACKETEERING,**
16 **CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,**
17 **IDENTITY THEFT, EXTORTION, COERCION, TREASON**, #**RF775822582US**

18 //

19 WORDS DEFINED GLOSSARY OF TERMS:

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

- 22 1. **automobile:** a passenger vehicle that does not transport persons for hire. This includes station wagons,
23 sedans, vans, and sport utility vehicles. **See, California Vehicle Code (CVC) §465.**
- 24 2. **commercial vehicle:** A “**commercial vehicle**” is a vehicle which is used or maintained for the
25 transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily
26 for the transportation of property (for example, trucks and pickups). **See CVC §260.**
- 27 3. **motor vehicle:** The term “**motor vehicle**” means every description of carriage or other contrivance
28 propelled or drawn by mechanical power **and** used for **commercial purposes** on the highways in the

1 transportation of passengers, passengers and property, or property or cargo. See 18 U.S. Code § 31 -

2 Definitions.

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

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

22 6. **person:** Term may include artificial beings, as corporations. The term means an **individual, corporation,**
23 **business trust, estate, trust, partnership, limited liability company, association, joint venture,**
24 **government, governmental subdivision, agency, or instrumentality, public corporation, or any other**
25 **legal or commercial entity.** The term "person" shall be construed to mean and include an individual, a
26 trust, estate, partnership, association, company or corporation. **The term "person" means a natural**
27 **person or an organization. -Artificial persons.** Such as are created and devised by law for the purposes
28 of society and government, called "corporations" or bodies politic." **-Natural persons.** Such as are

1 formed by nature, as distinguished from artificial persons, or corporations. **-Private person.** An
2 individual who is not the incumbent of an office. Persons are divided by law into natural and **artificial.**
3 Natural persons are such as the God of nature formed us; **artificial** are such as are created and devised
4 by **human laws**, for the purposes of society and government, which are called "corporations" or "bodies
5 politic." — See Uniform Commercial Code (UCC) § 1-201, Black's Law Dictionary 1st, 2nd, and 4th
6 edition pages 892, 895, and 1299, respectively, 27 Code of Federal Regulations (CFR) § 72.11 - Meaning
7 of terms, and 26 United States Code (U.S. Code) § 7701 - Definitions.

8 7. **bank:** a **person** engaged in the business of banking and includes a savings bank, savings and loan
9 association, credit union, and **trust company**. The terms "banks", "national bank", "national banking
10 association", "member bank", "board", "district", and "reserve bank" shall have the meanings assigned
11 to them in section 221 of this title. An institution, of great value in the commercial world, empowered
12 to receive deposits of money, to make loans. and to issue its promissory notes, (designed to circulate as
13 money, and commonly called "bank-notes" or "bank-bills") or to perform any one or more of these
14 functions. The term "bank" is usually restricted in its application to an incorporated body; while a
15 **private individual** making it his business to conduct banking operations is denominated a "banker."
16 Banks in a commercial sense are of three kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation.
17 Strictly speaking, the term "bank" implies a place for the deposit of money, as that is the most obvious
18 purpose of such an institution. — See, UCC 1-201, 4-105, 12 U.S. Code § 221a, Black's Law Dictionary
19 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117, 183-184, 139-140, and 437-439.

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

- 1 9. **pay:** To discharge a debt; to deliver to a creditor the value of a debt, either in money or in goods, for his
2 acceptance. To pay is to deliver to a creditor the value of a debt, either in money or In goods, for his
3 acceptance, by which the debt is discharged. See Blacks Law Dictionary 1st, 2nd, and 3rd edition, pages
4 880, 883, and 1339 respectively.
- 5 10. **payment:** The performance of a duty, promise, or obligation, or discharge of a debt or liability. by the delivery of
6 money or other value. Also the money or thing so delivered. Performance of an obligation by the delivery of money
7 or some other valuable thing accepted in partial or full discharge of the obligation. [Cases: Payment 1. C.J.S.
8 Payment § 2.] 2. The money or other valuable thing so delivered in satisfaction of an obligation. See Blacks Law
9 Dictionary 1st and 8th edition, pages 880-811 and 3576-3577, respectively.
- 10 11. **driver:** The term "driver" (i.e: "driver's license") means One **employed** in conducting a coach, carriage,
11 wagon, or other vehicle, with horses, mules, or other animals.
- 12 12. **may:** An auxiliary verb qualifying the meaning of another verb by expressing ability, competency,
13 liberty, permission, probability or contingency. — Regardless of the instrument, however, whether
14 constitution, statute, deed, contract or whatnot, **courts not infrequently construe "may" as "shall" or**
15 **"must".** — See Black's Law Dictionary, 4th Edition page 1131.
- 16 13. **extortion:** The term "**extortion**" means the obtaining of property from another, **with his consent,**
17 **induced by wrongful use of actual or threatened force, violence, or fear, or under color of official**
18 **right.** — See 18 U.S. Code § 1951 - Interference with commerce by threats or violence.
- 19 14. **national:** "foreign government", "foreign official", "internationally protected person", "international
20 organization", "national of the United States", "official guest," and/or "non-citizen national." **They all**
21 **have the same meaning.** See Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and
22 internationally protected persons.
- 23 15. **United States:** For the purposes of this Affidavit, the terms "United States" and "U.S." *mean*
24 *only the Federal Legislative Democracy of the District of Columbia, Puerto Rico, U.S. Virgin Islands,*
25 *Guam, American Samoa, and any other Territory within the "United States," which entity has*
26 *its origin and jurisdiction from Article 1, Section 8, Clause 17-18 and Article IV, Section 3,*
27 *Clause 2 of the Constitution for the United States of America. The terms "United States" and*
28 *"U.S." are NOT to be construed to mean or include the sovereign, united 50 states of America.*

- 16. **fraud:** deceitful practice or Willful device, resorted to with intent to deprive another of his right, or in some manner to do him an injury. As distinguished from negligence, it is always positive, intentional. as applied to contracts is the cause of an error bearing on material part of the contract, created or continued by artifice, with design to obtain some unjust advantage to the one party, or to cause an inconvenience or loss to the other. in the sense of court of equity, properly includes all acts, omissions, and concealments which involved a breach of legal or equitable duty, trust, or confidence justly reposed, and are injurious to another, or by which an undue and unconscientious advantage is taken of another. See Black's Law Dictionary, 1st and 2nd Edition, pages 521-522 and 517 respectively.
- 17. **color:** appearance, semblance, or simulacrum, as distinguished from that which is real. A prima facie or apparent right. Hence, a deceptive appearance; a plausible, assumed exterior, concealing a lack of reality; a a disguise or pretext. See, Black's Law Dictionary 1st Edition, page 222.
- 18. **colorable:** That which is in appearance only, and not in reality, what it purports to be. See, Black's Law Dictionary 1st Edition, page 2223.

COMMERCIAL OATH AND VERIFICATION:

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

I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and not misleading to the best of Affiant's knowledge and belief under penalty of International Commercial Law and state this to be HIS Affidavit of Truth regarding same signed and sealed this 27TH day of FEBRUARY in the year of Our Lord two thousand and twenty five:

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

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

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

6 Sui juris, By Special Limited Appearance,

7 By: Donnabelle Mortel
8 **Donnabelle Mortel** (WITNESS)

9 Sui juris, By Special Limited Appearance,

10 By: Corey Walker
11 **Corey Walker** (WITNESS)

12 **NOTICE:**

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

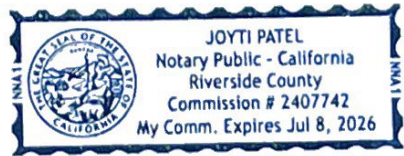
16 **JURAT:**

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.

17
18 State of Riverside)
19 County of California) ss.

20 Subscribed and ~~sworn~~ (or affirmed) before me on this 27th day of February, 2025 by Kevin Walker proved
21 to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

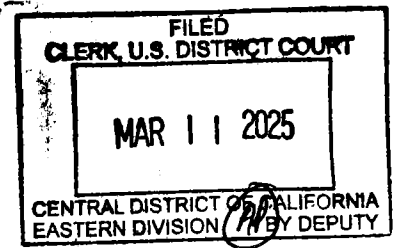
22 Joyti Patel, Notary public
23 print
24 Joytilatel Seal:



-Exhibit F-

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Kevin Walker, *sui juris*, *In Propria Persona*
C/o 30650 Rancho California Road #406-251
Temecula, California [92591]
non-domestic *without* the United States
Email: team@walkernovagroup.com



Attorney-In-Fact, Executor, and Authorized Representative,
for Real Party(ies) in Interest/Plaintiff(s)
™KEVIN WALKER© ESTATE, ™WG EXPRESS© TRUST
™KEVIN WALKER©, ™DONNABELLE MORTEL© ESTATE

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION

ED CV 25 - 00646- W/LH(MAA)

™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©, ™KEVIN WALKER© IRR TRUST,

Case No.:

VERIFIED COMPLAINT FOR:

Plaintiff(s)/Real Party(ies) in Interest,

vs.

**Chad Bianco,
Steven Arthur Sherman,
Gregory D Eastwood,
Robert C V Bowman,
George Reyes,
William Pratt,
Robert Gell,
RIVERSIDE COUNTY SHERIFF,
MENIFEE JUSTICE CENTER,
FERGUSON PRAET & SHERMAN A
PROFESSIONAL CORPORATION,
Does 1-100 Inclusive,**

Defendant(s).

1. FRAUD AND MISREPRESENTATION
2. BREACH OF CONTRACT
3. THEFT, EMBEZZLEMENT, AND FRAUDULENT MISAPPLICATION OF FUNDS AND ASSETS
4. FRAUD, FORGERY, AND UNAUTHORIZED USE OF IDENTITY
5. MONOPOLIZATION OF TRADE AND COMMERCE, AND UNFAIR BUSINESS PRACTICES
6. DEPRIVATION OF RIGHTS UNDER COLOR OF LAW
7. RECEIVING EXTORTION PROCEEDS
8. FALSE PRETENSES AND FRAUD
9. THREATS AND EXTORTION
10. RACKETEERING
11. BANK FRAUD
12. FRAUDULENT TRANSPORTATION AND TRANSFER OF STOLEN GOODS AND SECURITIES
13. TORTURE
14. KIDNAPPING
15. FORCED PEONAGE
16. UNLAWFUL INTERFERENCE, INTIMIDATION, EXTORTION, AND EMOTIONAL DISTRESS
17. DECLARATORY JUDGEMENT & RELIEF
18. DEMAND FOR SUMMARY JUDGEMENT AS A MATTER OF LAW - CONSIDERED, ACCEPTED, AGREED, AND STIPULATED ONE TRILLION (\$1,000,000,000.00) JUDGEMENT AND LIEN.

COMES NOW, Plaintiffs ™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©, ™KEVIN WALKER© IRR TRUST (hereinafter "Plaintiffs" and/or

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1 "Real Party(ies) in Interest"), by and through their Attorney-in-Fact, Kevin: Walker,
2 who is proceeding *sui juris, In Propria Persona*, and by *Special Limited*
3 *Appearance* (NOT generally). Kevin is natural *freeborn* sovereign and state Citizen
4 of California the republic in its De'jure capacity as one of the several states of the
5 Union 1789. This incidentally makes him a non-citizen national/national American
6 Citizen of the republic as per the De'Jure Constitution for the United States
7 1777/1789.

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

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

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

20 **'Attorney-in-Fact' : Legal Authority and Recognition:**

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

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

- 27 • An attorney-in-fact derives their authority from a written instrument,
28 commonly referred to as a "power of attorney."

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

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

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

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

20 *"The person named in a power of attorney to act on your behalf is commonly referred to*
21 *as your "agent" or "**attorney-in-fact**." With a valid power of attorney, your agent can*
22 *take **any** action permitted in the document."* See Exhibit AA.

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

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

- 26 • **U.C.C. § 3-402:** Establishes that an authorized representative, including an
27 attorney-in-fact, can bind the principal in contractual and financial
28 transactions.

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- 1 • **28 U.S.C. § 1654:** Confirms that "**parties may plead and conduct their own**
- 2 **cases personally or by counsel**", reinforcing the Plaintiffs' right to self-
- 3 representation and the use of an attorney-in-fact.
- 4 • **26 U.S.C. § 2203:** Recognizes executors, including attorneys-in-fact, in matters
- 5 of estate administration and tax liability.
- 6 • **26 U.S.C. § 7603:** Acknowledges that an attorney-in-fact may lawfully receive
- 7 and respond to IRS summonses on behalf of the principal.
- 8 • **26 U.S.C. § 6903:** Confirms that fiduciaries, including attorneys-in-fact, are
- 9 recognized in tax matters and are legally bound to act in their principal's best
- 10 interest.
- 11 • **26 U.S.C. § 6036:** Establishes that attorneys-in-fact can handle affairs related
- 12 to the administration of decedent estates and trust entities.
- 13 • **26 U.S.C. § 6402:** Grants attorneys-in-fact the authority to receive and
- 14 negotiate tax refunds and credits on behalf of the principal.

15 Plaintiffs have clearly presented a valid "**Affidavit: Power of Attorney In**

16 **Fact**" (Exhibit A), which lawfully confers upon them the authority to act in this
17 matter. The legal principles established by the **UCC and statutory law further**
18 **reinforce the binding authority of Plaintiffs' affidavits and agreements.**

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

24 **Constitutional Basis:**

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

28 Plaintiffs respectfully assert and affirm:

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- 1 • "The individual may stand upon his constitutional rights as a citizen. He is
2 entitled to carry on his **private** business in his own way. **His power to**
3 **contract is unlimited**. He owes no such duty [to submit his books and papers
4 for an examination] to the State, since he receives nothing therefrom, beyond
5 the protection of his life and property. His rights are such as existed by the
6 law of the land [Common Law] long antecedent to the organization of the
7 State, and can only be taken from him by due process of law, and in
8 accordance with the Constitution. Among his rights are a refusal to
9 incriminate himself, and the immunity of himself and his property from
10 arrest or seizure except under a warrant of the law. He owes nothing to the
11 public so long as he does not trespass upon their rights." (*Hale v. Henkel*, 201
12 U.S. 43, 47 [1905]).
- 13 • "The claim and exercise of a constitutional **right cannot** be converted into a
14 crime." — *Miller v. U.S.*, 230 F 2d 486, 489.
- 15 • "Where **rights secured by** the Constitution are involved, **there can be no rule**
16 **making or legislation** which would abrogate them." — *Miranda v. Arizona*,
17 384 U.S.
- 18 • "There can be no sanction or penalty imposed upon one because of this
19 exercise of constitutional **rights**." — *Sherar v. Cullen*, 481 F. 945.
- 20 • "A law repugnant to the Constitution is **void**." — *Marbury v. Madison*, 5 U.S.
21 (1 Cranch) 137, 177 (1803).
- 22 • "It is not the duty of the citizen to surrender his rights, liberties, and
23 immunities under the guise of police power or any other governmental
24 power." — *Miranda v. Arizona*, 384 U.S. 436, 491 (1966).
- 25 • "An unconstitutional act is not law; it confers no rights; it imposes no duties;
26 affords no protection; it creates no office; it is, in legal contemplation, as
27 inoperative as though it had never been passed." — *Norton v. Shelby County*,
28 118 U.S. 425, 442 (1886).

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- 1 • "No one is bound to obey an unconstitutional law, and no courts are bound to
- 2 enforce it." — *16 Am. Jur. 2d, Sec. 177, Late Am. Jur. 2d, Sec. 256.*
- 3 • "Sovereignty itself remains with the people, by whom and for whom all
- 4 government exists and acts." — *Yick Wo v. Hopkins*, 118 U.S. 356, 370 (1886).

5 **Supremacy Clause:**

6 Plaintiffs respectfully assert and affirm that:

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

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

22 **1. Plaintiffs, TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©,**
23 **TMKEVIN WALKER© IRR TRUST, (collectively referred to as "Plaintiffs" and/or**
24 **"Real Party(ies) in Interest") are undisputedly the holders in due course' of all**
25 **assets, intangible and tangible, hold allodial title to all assets, in accordance with**
26 **UCC § 3-302.**

27 **2. Plaintiffs are each are foreign to the 'United States', which is a federal**
28 **corporation, as evidenced by 28 U.S. Code § 3002.**

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1 3. Plaintiff(s) is/ are **undisputedly** the Creditor(s).

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

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

5 **Defendants**

6 6. Defendant(s), Chad Bianco, Steven Arthur Sherman, Gregory D Eastwood,
7 Robert C V Bowman, George Reyes, William Pratt, Robert Gell, RIVERSIDE
8 COUNTY SHERIFF, MENIFEE JUSTICE CENTER, FERGUSON PRAET &
9 SHERMAN A PROFESSIONAL CORPORATION, *Does 1-100 Inclusive, Does 1-100*
10 *Inclusive*, according to Law and Statute, are each a 'person,' and/or 'trust' and/or
11 'individual,' and/or 'bank' as defined by 26 U.S. Code § 7701(a)(1), U.C.C. §§ 1-201
12 and 4-105, 26 U.S. Code § 581, and 12 U.S. Code § 221a, and/or a 'financial
13 institution,' as defined by 18 U.S. Code § 20 - Financial institution defined, and
14 Defendants are engaged in interstate commerce, and/or doing business in
15 Riverside, California.

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

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

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

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

21 11. Defendants are **presumed** to be in dishonor, in accordance with U.C.C. §
22 3-505, as evidenced by the attached 'Affidavit Certificate of Dishonor, Non-
23 response, DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION'. A copy is
24 attached hereto as Exhibit H and incorporated herein by reference.

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

26 12. Plaintiffs do not know the true names of **Defendants Does 1 through 100**,
27 inclusive, and therefore sues them by those fictitious names. Their true names and
28 capacities are unknown to Plaintiff. When their true names and capacities are

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1 ascertained, Plaintiff will amend this complaint by inserting their true names and
2 capacities herein. Plaintiff is informed and believes and thereon alleges that each of
3 these unknown and fictitiously named Defendant(s) claim some right, title, estate,
4 lien, or interest in the hereinafter-described real property adverse to Plaintiff’s title,
5 and that their claims, and each of them, constitute a cloud on Plaintiff’s title to that
6 real property.

7 **Description of Affected Private Trust Property:**

8 13. This action affects title to the private Trust property (herein referred to as
9 “private property” and/or “subject property”), a Lamborghini Urus, VIN
10 #3333333333, **including** all ownership, title, interest, **and** authority over said
11 private property, as well as all bonds, securities, Federal Reserve Notes, assets, **both**
12 **tangible and intangible, registered and unregistered, and all assets held in trust**
13 **by Plaintiffs**, as more particularly described in the **authentic** UCC1 filing and
14 NOTICE #2024385925-4 and UCC3 filing and NOTICE #2024402990-2, all filed in
15 the Office of the Secretary of State, State of Nevada, **and** attached hereto as **Exhibits**
16 **C and D**, respectively, and incorporated herein by reference.

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

23 **Standing:**

24 15. Plaintiffs are **undisputedly** the Real Party(ies) in Interest, holder(s) in
25 due course, Creditor(s), and hold allodial title to **any and all** assets,
26 registered or unregistered, tangible or intangible, in accordance with contract
27 law, principles, **common law, exclusive equity**, the right to equitable
28 subrogation, and the UCC (Uniform Commercial Code). This is further

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1 evidenced by the following UCC filings, all duly filed in the Office of the
2 Secretary of State, State of Nevada: **UCC1 filing** NOTICE #2024385925-4 and
3 UCC3 filing and NOTICE #2024402990-2 (Exhibits C and D), and in
4 accordance with UCC §§ 3-302, 9-105, and 9-509.

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

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

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

9 19. Defendants do **NOT** have a valid claim to Plaintiffs' '**private property**', or
10 '**subject property**', or any of the respective '**Assets**', registered *and* unregistered,
11 tangible *and* intangible.

12 **Defendants' Failure to Provide Proof/Evidence, and Defendants'**

13 **Default and Dishonor:**

14 20. All statements, claims, offer, and terms presented in Defendants's **unlawful,**
15 **unconstitutional, coerced, and extorted** OFFER (#TE464702) were
16 **CONDITIONALLY ACCEPTED**, thus presenting to Defendants a binding counter
17 offer, which Defendants have failed to perform under and are thus in default and
18 dishonor, as evidenced by Exhibits E, F, G, and H.

19 21. As **considered, agreed, and stipulated** by Defendants in the unrebutted
20 verified commercial affidavits, contract agreement, and self-executing
21 contract security agreements (Exhibits E, F, G, and H), Defendants have
22 admitted to all the facts, terms, and statements made in the unrebutted
23 Affidavits, and Defendants have failed to provide any proof, and they remain
24 in default and dishonor.

25 **Defendants' Presumption of Dishonor Under U.C.C. § 3-505 and**

26 **Evidence Proving Defendants' Dishonor:**

27 22. The failure of Defendants to rebut or provide any valid evidence of
28 their performance is further confirmed by the, '**AFFIDAVIT CERTIFICATE** of

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1 DISHONOR, NON-RESPONSE, DEFAULT, JUDGEMENT, and LIEN
2 AUTHORIZATION” /Self-Executing Contract Security Agreement (Exhibit
3 E), which is **duly notarized** and complies with the requirements of U.C.C. §
4 3-505.

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

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

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

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

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

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

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

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1 24. The **notarized** 'AFFIDAVIT CERTIFICATE of DISHONOR, NON-
2 RESPONSE, DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION"/Self-
3 Executing Contract Security Agreement (Exhibit L), complies with these
4 requirements and serves as a formal protest and **evidence of dishonor** under
5 U.C.C. § 3-505, as it clearly documents Defendants' refusal to respond or provide
6 the necessary rebuttal to Plaintiffs' claims.

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

12 26. Defendants may **not** argue, controvert, or otherwise protest the finality of the
13 administrative findings established through the unrebutted affidavits. As per
14 established legal principles, once an affidavit is submitted and not rebutted, its
15 content is accepted as true, and Defendants are barred from contesting these
16 findings in subsequent processes, whether administrative or judicial.

17 **'Foundation of American Sovereignty:**

18 27. The Declaration of Independence (1776) proclaims:

19 "Governments are instituted among Men, **deriving their just powers from**
20 **the consent of the governed."**

21 28. This foundational document establishes that the people **are the true**
22 **sovereigns** of this nation.

23 29. The **U.S. Constitution and the Bill of Rights** serve as a **contract** that binds
24 the government, securing the People's liberties and **limiting governmental**
25 **authority**. The **Tenth Amendment** asserts:

26 1. **"The powers not delegated to the United States by the Constitution, nor**
27 **prohibited by it to the States, are reserved to the States respectively, or to**
28 **the people."**

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1 2. This affirms that any power not granted to the federal government remains
2 with the States or the people.

3 **SUPREME COURT Affirmations of Sovereignty:**

4 30. The **Supreme Court of the United States (SCOTUS)** has repeatedly affirmed
5 that sovereignty resides in the people:

- 6 • **Chisholm v. Georgia, 2 U.S. 419 (1793):**

7 "The sovereignty resides in the people... they are truly the sovereigns of the
8 country."

- 9 • **Yick Wo v. Hopkins, 118 U.S. 356 (1886):**

10 "Sovereignty itself remains with the people, by whom and for whom all
11 government exists and acts."

- 12 • **Lansing v. Smith, 4 Wend. 9 (N.Y. 1829):**

13 "People of a state are entitled to all the rights which formerly belonged to
14 the King by his prerogative."

- 15 • **Marbury v. Madison, 5 U.S. 137 (1803):**

16 "A law repugnant to the Constitution is void."

- 17 • **Sherar v. Cullen, 481 F.2d 946 (9th Cir. 1973):**

18 "There can be no sanction or penalty imposed upon one because of his
19 exercise of constitutional rights."

20 **Congressional Recognition of Americans as 'Sovereigns':**

21 31. In his 1947 "I Am an American Day" address, Representative John F.
22 Kennedy emphasized the active role Citizens must play in preserving liberty:

23 "The fires of liberty must be continually fueled by the positive and
24 conscious actions of all of us." (JFKLIBRARY.ORG)

25 32. Further, Congress formally recognized the significance of American sovereignty through the
26 establishment of "I Am An American Day," later designated as Citizenship Day:

27 "*Whereas it is desirable that the sovereign citizens of our Nation be prepared*
28 *for the responsibilities and impressed with the significance of their status*

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1 *in our self-governing Republic: Therefore be it Resolved by the Senate and House*
2 *of Representatives of the United States of America in Congress assembled, That the*
3 *third Sunday in May each year be, and hereby is, set aside as Citizenship Day..."*

4 This resolution affirms the foundational principle that **sovereignty resides with the**
5 **people, who are responsible for preserving and exercising their rights and**
6 **freedoms.**

7 **Status as a "national" and "state Citizen":**

8 33. Under 8 U.S.C. § 1101(a)(21), the term *national* is defined as:

9 *"A person owing permanent allegiance to a state."*

10 Furthermore, 8 U.S.C. § 1101(B)(22) defines national of the United States as:

11 *"(A) a citizen of the United States, or (B) a person who, though not a citizen of the*
12 *United States, owes permanent allegiance to the United States."*

13 34. This distinction is clear: one can be a *national* without being a *citizen* of the
14 *United States*, reinforcing the concept of sovereignty associated with state
15 citizenship.

16 **Distinction Between "state Citizen" and "citizen of the United States"**

17 35. The Courts have long recognized that *state citizenship* and *U.S. citizenship* are
18 **distinct** legal statuses:

- 19 • **United States v. Anthony (1873)**

20 *"The Fourteenth Amendment creates and defines citizenship of the United*
21 *States. It had long been contended, and had been held by many learned*
22 *authorities, and had never been judicially decided to the contrary, that there*
23 *was no such thing as a citizen of the United States, except as that condition*
24 *arose from citizenship of some state."*

- 25 • **Slaughter-House Cases, 83 U.S. 36 (1872)**

26 *"It is quite clear, then, that there is a citizenship of the United States and a*
27 *citizenship of a State, which are distinct from each other and which depend*
28 *upon different characteristics or circumstances in the individual."*

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- 1 • **United States v. Cruikshank, 92 U.S. 542 (1875)**

2 “We have in our political system a Government of the United States and a
3 government of each of the several States. Each one of these governments is
4 distinct from the others, and each has citizens of its own who owe it
5 allegiance, and whose rights, within its jurisdiction, it must protect.”

- 6 • **Thomasson v. State, 15 Ind. 449; Cory v. Carter, 48 Ind. 327 (1874);**
7 **McDonel v. State, 90 Ind. 320 (1883):**

8 “One may be a citizen of a State and yet not a citizen of the United States.”

- 9 • **Tashiro v. Jordan, 201 Cal. 236 (1927):**

10 “That there is a citizenship of the United States and a citizenship of a state,
11 and the privileges and immunities of one are not the same as the other is
12 well established by the decisions of the courts of this country.”

- 13 • **Crosse v. Board of Supervisors of Elections, 221 A.2d 431 (1966):**

14 “Both before and after the Fourteenth Amendment to the federal
15 Constitution, it has not been necessary for a person to be a citizen of the
16 United States in order to be a citizen of his state.”

- 17 • **Jones v. Temmer, 829 F.Supp. 1226 (USDC/DCO 1993):**

18 “The privileges and immunities clause of the Fourteenth Amendment
19 protects very few rights because it neither incorporates any of the Bill of
20 Rights nor protects all rights of individual citizens... Instead, this provision
21 protects only those rights peculiar to being a citizen of the federal
22 government; it does not protect those rights which relate to state
23 citizenship.”

24 36. The first clause of the Fourteenth Amendment states:

25 “All persons born or naturalized in the United States, *and* subject to the
26 jurisdiction thereof, are citizens of the United States and the state wherein
27 they reside.”

28 37. However, this clause does NOT state:

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1 "All persons born or naturalized in the United States, are subject to the
2 jurisdiction thereof..."

3 38. This confirms that United States citizenship requires both:

4 H. Being born or naturalized in the United States, *and*

5 I. Being subject to the jurisdiction of the United States.

6 **Status as "national" / "non-citizen national" (state Citizen)**

7 39. The U.S. Department of State document, Certificates of Non-Citizen
8 Nationality (<https://travel.state.gov/content/travel/en/legal/travel-legal-considerations/us-citizenship/Certificates-Non-Citizen-Nationality.html>), states:

9 "Section 101(a)(21) of the INA defines the term '**national**' as 'a person owing
10 permanent allegiance to a state.' Section 101(a)(22) of the INA provides that
11 the term 'national of the United States' includes all U.S. citizens as well as
12 persons who, though not citizens of the United States, owe permanent
13 allegiance to the United States (non-citizen nationals)."

14 40. 8 U.S.C. § 1101(22) defines national of the United States as:

15 "*(A) a citizen of the United States, or (B) a person who, though not a citizen of the*
16 *United States, owes permanent allegiance to the United States.*"

17 41. 8 U.S.C. § 1101(a)(22) explicitly stipulates that one can be a '**national of the**
18 **United States**' without being a 'citizen of the United States' if they owe permanent
19 allegiance to the United States.

20 42. 22 CFR § 51.2 stipulates that Passports are issued to nationals **only**:

21 "*A passport may be issued **only** to a U.S. national.*"

22 43. 22 CFR § 51.3 stipulates the Types of passports issued:

23 "*(a) A regular passport is issued to a **national** of the United States.*"

24 "*(e) A passport card is issued to a **national** of the United States on the same basis*
25 *as a regular passport.*"

26 44. 18 U.S.C. § 112 stipulates that Protections of foreign officials, official guests,
27 and internationally protected persons, **apply to nationals**. This statute defines
28

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1 terms such as “foreign government,” “foreign official,” “internationally protected
2 person,” “international organization,” “**national** of the United States,” and “official
3 guest,” have the same meaning.

4 45. It is unequivocally true that 18 U.S.C. § 112 states that in addition to being a
5 *national*, a *national* is also considered a:

- 6 • **foreign government**
- 7 • **foreign official**
- 8 • **internationally protected person**
- 9 • **international organization**
- 10 • **national of the United States**
- 11 • **official guest**

12 46. The legal framework and court rulings confirm that:

- 13 • One may be a “*state Citizen*” without being a *citizen of the United States*.”
- 14 • The Fourteenth Amendment created *U.S. citizenship*, which is distinct from
15 *state citizenship*.
- 16 • A *national* is someone who owes permanent allegiance to a state, not
17 necessarily to the United States.
- 18 • A *national of the United States* could be a *U.S. citizen*, but could also be a *non-*
19 *citizen national* who owes allegiance without being a *U.S. citizen*.

20 Thus, the distinction between *state Citizens* and *U.S. citizens* is a well-established
21 legal principle with profound implications on sovereignty, rights, and legal
22 obligations.

23 **Unrebutted Affidavits, Considered, Agreed, and Stipulated Facts,**
24 **Contract Security Agreements, and Authorized Judgement and Lien:**

25 47. Plaintiffs and Defendants are parties to certain Contract and Security
26 Agreements, specifically contract security agreement numbers RF775821088US,
27 #RF775821088US, #RF775822582US, and #RF775823645US. Each contract security
28 agreement and/or self-executing contract security agreement was **received**,

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1 **considered, and agreed** to by Defendants through **silent acquiescence, tacit**
2 **agreement, and tacit procurement.** Each contract also includes a corresponding
3 Form 3811, which was signed as evidence of receipt. **AN UNREBUTTED**
4 **AFFIDAVIT STANDS AS TRUTH IN COMMERCE.** (12 Pet. 1:25; Heb. 6:13-15;).
5 'He who does not deny, admits. **AN UNREBUTTED AFFIDAVIT BECOMES THE**
6 **JUDGEMENT IN COMMERCE.** (Heb. 6:16-17;). 'There is nothing left to resolve.'
7 All referenced contracts and signed Forms 3811 are attached hereto as **Exhibits E, F,**
8 **G, H, I, J, K, and L** respectively, as follows:

- 9 • **Exhibit E:** Contract Security Agreement #RF775820621US, titled: NOTICE OF
10 CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING,
11 CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,
12 IDENTITY THEFT, EXTORTION, COERCION, TREASON.
- 13 • **Exhibit F:** Contract Security Agreement #RF775821088US, titled: NOTICE OF
14 DEFAULT, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION
15 OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT,
16 EXTORTION, COERCION, TREASON
- 17 • **Exhibit G:** Contract Security Agreement #RF775822582US, titled: NOTICE
18 OF DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF FRAUD,
19 RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE
20 COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION,
21 KIDNAPPING.
- 22 • **Exhibit H:** Contract Security Agreement #RF775823645US, titled: Affidavit
23 Certificate of Dishonor, Non-response, **DEFAULT, JUDGEMENT,** and **LIEN**
24 **AUTHORIZATION.**
- 25 • **Exhibit I:** Form 3811 corresponding to Exhibit E.
- 26 • **Exhibit J:** Form 3811 corresponding to Exhibit F.
- 27 • **Exhibit K:** Form 3811 corresponding to Exhibit G.
- 28 • **Exhibit L:** Form 3811 corresponding to Exhibit H.

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1 **48. Self-Executing Contract Security Agreement #RF775823645US (Exhibit L)**
2 was *received, considered,* and *agreed* to by Defendants, acknowledging and
3 accepting a Judgement, Summary Judgement, and Lien Authorization (in
4 accordance with U.C.C. § 9-509), against Defendants in the amount of One Trillion
5 Dollars (\$1,000,000,000,000.00) in lawfully recognized currency, such as gold and
6 silver coin, as authorized under Article I, Section 10, Clause 1 of the U.S.
7 Constitution, **in favor of Plaintiffs.**

8 49. Defendants have a duty to respond to all of Plaintiffs' NOTICES and binding
9 CONTRACTS, and have intentionally and willfully remained silent and and
10 dishonor.

11 50. Defendants have *received, considered,* and *agreed* to all the terms of all
12 contract agreements, including the **Self-Executing Contract Security Agreement**
13 (Exhibits E, F, G, and H), constituting a bona fide contract under the principles of
14 contract law and the Uniform Commercial Code (U.C.C.). Pursuant to the mailbox
15 rule, which establishes that acceptance of an offer is effective when dispatched
16 (U.C.C. § 2-206. Offer and Acceptance in Formation of Contract) and principles of
17 silent acquiescence, tacit procurement, and tacit agreement, the acceptance is valid.
18 This acceptance is in alignment with the doctrine of 'offer and acceptance' and the
19 provisions of U.C.C. § 2-202, which governs the final expression of the
20 CONTRACT. Furthermore, under the U.C.C., all assets – whether registered or
21 unregistered – are held subject to the **allodial** title, with Plaintiffs maintaining sole
22 and exclusive standing over all real property, assets, securities, both tangible and
23 intangible, registered and unregistered, as evidenced by UCC1 filing NOTICE
24 #2024385925-4 and UCC3 filing and NOTICE #2024402990-2 (Exhibits C and D).

25 **No Agreement to Arbitration and Defendants are Barred from**
26 **Contesting any of the established Facts:**

27 51. **No Stipulation to Arbitration:** It is important to assert that there is no
28 stipulation to arbitration as evidenced by the *unrebutted verified* commercial

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1 **Affidavits** (Exhibits E, F, G, and H). These **Affidavits** present facts that all parties
2 have agreed to. Consequently, all issues are considered settled according to the
3 principles of *res judicata*, *stare decisis*, and *collateral estoppel*, barring Defendants
4 from contesting any of the findings, established facts, conclusions, or
5 determinations.

6 **Uniform Commercial Code (U.C.C.) Provisions Supporting**
7 **Plaintiffs' Claims**

8 **52. U.C.C. § 1-103 – Construction and Application of the Code:** U.C.C. § 1-103
9 ensures that the Uniform Commercial Code (UCC) applies to commercial
10 transactions **unless explicitly stated otherwise**. This section **incorporates**
11 **principles of law and equity**, ensuring that:

- 12 • **Common law principles of fraud, duress, and misrepresentation remain**
13 **applicable** and do not negate the enforceability of valid contracts.
- 14 • The UCC is to be **liberally construed** to promote fair dealing and uphold
15 **the validity of commercial agreements**.
- 16 • Any contract entered into **in good faith is binding**, unless proven otherwise
17 through clear, rebuttable evidence.

18 In this case, Defendants failed to rebut the terms set forth in the contract and security
19 agreements, thereby affirming their full enforceability under U.C.C. § 1-103.

20 **53. U.C.C. § 2-202 – Final Written Expression, Parol or Extrinsic Evidence:**

21 Under U.C.C. § 2-202, when a **written contract is intended as a final and complete**
22 **expression of an agreement**, its terms *cannot* be contradicted by **prior agreements,**
23 **oral statements, or extrinsic evidence**. This section ensures that:

- 24 • The **contract and security agreements**, as presented in the **verified**
25 **commercial Affidavits**, are the **final and complete expression** of the parties'
26 agreement.
- 27 • Defendants **cannot introduce oral statements, prior discussions, or extrinsic**
28 **evidence** to dispute or alter the contract's terms.

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- 1 • Any modifications to the contract must be **explicitly made in writing** and
2 agreed upon by both parties.

3 Since Defendants **failed to rebut** the contract and affidavits, U.C.C. § 2-202 bars any
4 claims of ambiguity or modification, affirming the enforceability of Plaintiffs'
5 claims.

6 **54. U.C.C. § 2-204 - Formation of Contract:** U.C.C. § 2-204 establishes that a
7 **contract is legally formed when there is:**

- 8 **1. Intent to contract** between the parties.
9 **2. Agreement on essential terms**, even if minor terms remain open.
10 **3. Performance or conduct demonstrating acceptance of the contract.**

11 In this case, Defendants:

- 12 • **Demonstrated intent** through their silence, non-response, and
13 acquiescence.
14 • **Accepted the terms** by failing to dispute the verified affidavits, making the
15 agreement **self-executing and binding**.
16 • **Performed in a manner that affirmed the contract**, either by engaging in
17 financial transactions, receiving notices, or failing to object.

18 As a result, under U.C.C. § 2-204, the contract is **legally enforceable**, and
19 arbitration or further negotiations are unnecessary.

20 **55. U.C.C. § 2-206 - Offer and Acceptance in Contract Formation:** U.C.C. §
21 2-206 establishes that:

- 22 **1. An offer is deemed accepted when the offeree engages in conduct**
23 **consistent with acceptance.**
24 **2. A contract is formed when an offer is accepted, even if conditions or**
25 **objections are not expressly stated.**

26 Applying this to Plaintiffs' verified claims:

- 27 • Defendants received and *considered* the **verified affidavits, contract, and**
28 **security agreements** but failed to respond or contest them.

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- 1 • Under U.C.C. § 2-206, Defendants' **silence constitutes acceptance**, making
2 the contract and obligations **binding and enforceable**.
3 • The **verified commercial affidavits and supporting exhibits serve as prima**
4 **facie evidence** of the existence and validity of the contract.

5 Thus, under U.C.C. § 2-206, Plaintiffs' verified claims are **fully enforceable**, and
6 Defendants' failure to rebut any of them constitutes **uncontested acceptance**.

7 56. U.C.C. § 3-303 – Value and Consideration for Negotiable Instruments:
8 U.C.C. § 3-303 defines **value and consideration in the enforcement of negotiable**
9 **instruments**. A negotiable instrument is **issued for value** when:

- 10 • It is **given in exchange for a promise of performance** or to satisfy a pre-
11 existing obligation.
12 • The holder **takes it in good faith and without notice of defects**.
13 • It **provides financial or legal benefit** to the party receiving it.

14 In this case:

- 15 • Plaintiffs **provided value through agreements, instruments, and affidavits**,
16 which Defendants considered and accepted.
17 • Defendants' **willful failure to dispute the obligation confirms that**
18 **consideration was validly exchanged**.
19 • Under U.C.C. § 3-303, Defendants **cannot claim a lack of consideration to**
20 **avoid liability**, as their conduct establishes their **acceptance of value**.

21 57. U.C.C. § 9-509 – Authorization of Financing Statement; Obligation of
22 Debtor: Under U.C.C. § 9-509, a secured party is *authorized* to file a financing
23 **statement** when:

- 24 • The debtor **has authenticated a security agreement** covering the collateral.
25 • The secured party **has control over the collateral as agreed in the security**
26 **instrument**.
27 • The debtor's failure to rebut or contest the filing **constitutes authorization**
28 **by default**.

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- 1 • The debtor authorizes the filing in an authenticated record.

2 In this case:

- 3 • **Defendants' failure to rebut the security agreement affirms that the lien**
4 **and financing statement are valid and enforceable.**
- 5 • **The self-executing contract and security agreement serve as authenticated**
6 **proof under U.C.C. § 9-509.**
- 7 • **Plaintiffs, as secured parties, have the full legal right to perfect and enforce**
8 **their lien against Defendants' assets.**

9 Thus, under U.C.C. § 9-509, Plaintiffs' lien is properly perfected and enforceable as
10 a matter of law.

11 58. U.C.C. § 9-102 - Definitions and Scope of Security Interests: U.C.C. § 9-102
12 provides definitions crucial to the enforcement of security agreements, including:

- 13 • **"Secured Party"** - A person in whose favor a security interest is created.
14 • **"Debtor"** - A person who has granted a security interest in collateral.
15 • **"Collateral"** - Property subject to a security interest.

16 Applying U.C.C. § 9-102 to this matter:

- 17 • Plaintiffs are **the secured party with enforceable rights over collateral**
18 **under the security agreement.**
- 19 • Defendants, by failing to contest the claim, have **conceded their role as**
20 **debtors.**
- 21 • The assets in question, including **property, negotiable instruments, and**
22 **funds, are collateral lawfully secured by Plaintiffs.**

23 Under U.C.C. § 9-102, the contractual security interests are **valid, perfected, and**
24 **enforceable** against Defendants, who have waived all objections through inaction.

25 59. Plaintiffs assert that the provisions of the **Uniform Commercial Code**
26 **(U.C.C.), as outlined above, establish that:**

- 27 1. **Contracts, negotiable instruments, and security agreements are**
28 **enforceable under commercial law.**

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1 **2. Defendants' silence, failure to rebut, and inaction constitute binding**
2 **acceptance under U.C.C. §§ 2-204, 2-206, and 9-509.**

3 **3. Defendants have waived all rights to contest the contract, and any claims**
4 **of fraud, duress, or invalidity are legally barred under U.C.C. §§ 1-103,**
5 **2-202, and 3-303.**

6 Accordingly, Plaintiffs are **entitled to full enforcement of all claims, security**
7 **interests, and remedies under the U.C.C.**

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

17 61. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted
18 verified commercial affidavits, contract agreement, and/or self-executing contract
19 security agreement(s) (Exhibits E, F, G, and H), Defendants or the entity they
20 represent is/are the DEBTOR(S) in this matter.

21 62. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted
22 verified commercial affidavits, contract agreement, and/or self-executing contract
23 security agreement(s) (Exhibits E, F, G, and H), Defendants are **NOT** the
24 CREDITOR, or an ASSIGNEE of the CREDITOR, in this matter.

25 63. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted
26 verified commercial affidavits, contract agreement, and/or self-executing contract
27 security agreement(s) (Exhibits E, F, G, and H), Defendants are indebted to Plaintiffs
28 in the amount of One Trillion Dollars (\$1,000,000,000,000.00) in lawfully recognized

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1 currency, such as gold and silver coin, as authorized under Article I, Section 10,
2 Clause 1 of the U.S. Constitution.

3 64. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted
4 verified commercial affidavits, contract agreement, and self-executing contract
5 security agreements (Exhibits E, F, G, and H), Defendants do NOT have 'standing.'

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

15 66. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted
16 verified commercial affidavits, contract agreement, and self-executing contract
17 security agreements (Exhibits E, F, G, and H), "Statements of fact contained in
18 affidavits which are **not** rebutted by the opposing party's affidavit or pleadings
19 may[must] be accepted as **true** by the trial court." --Winsett v. Donaldson, 244
20 N.W.2d 355 (Mich. 1976).

21 67. As *considered, agreed, and stipulated* by Defendants in the unrebutted
22 verified commercial affidavits, contract agreement, and self-executing contract
23 security agreements (Exhibits E, F, G, and H), the principles of *res judicata, stare*
24 *decisis*, and **collateral estoppel** apply to the unrebutted commercial affidavits,
25 establishing that all issues are deemed settled and *cannot* be contested further.
26 These *principles* reinforce the finality of the administrative findings and support
27 the granting of summary judgement, as *a matter of law*. - 'HE WHO LEAVES THE
28 BATTLEFIELD FIRST LOSES BY DEFAULT.'

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Judgement of \$1,000,000,000,000.00 Received, Considered, Agreed to, and Authorized:

68. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted verified commercial affidavits, contract agreement, and self-executing contract security agreements (Exhibits E, F, G, and H), Defendants **fully authorize, endorse, support, and advocate** for the entry of a UCC commercial judgement and lien in the amount of One Trillion Dollars (\$1,000,000,000,000.00) in lawfully recognized currency, such as gold and silver coin, as authorized under Article I, Section 10, Clause 1 of the U.S. Constitution, **against Defendants, in favor of Plaintiffs**, as also **evidenced** by INVOICE/TRUE BILL #RIVSHERTREAS12312024 which is a part of **Exhibit H**. INVOICE/TRUE BILL #RIVSHERTREAS12312024 is attached hereto as **Exhibit M** and incorporated herein by reference.

69. As considered, agreed, and stipulated by Defendant(s) in the unrebutted verified commercial affidavits, contract agreement, and/or self-executing contract security agreement(s) (Exhibits E, F, G, and H), should it be **deemed** necessary, the Plaintiffs are **fully Authorized** to initiate the filing of a lien, and the seizing of property to secure satisfaction of the **ADJUDGED, DECREED, AND AUTHORIZED** sum total due to **Affiant**, and/or Plaintiffs of, One Trillion Dollars (\$1,000,000,000,000.00) in lawfully recognized currency, such as gold and silver coin, as authorized under Article I, Section 10, Clause 1 of the U.S. Constitution.

Defendants' Actions as Acts of War Against the Constitution:

70. The Defendants' conduct constitutes an outright war against the Constitution of the United States, its *principles*, and the rule of law. By their *bad faith* and deplorable actions, the defendants have demonstrated *willful and intentional* disregard and contempt for the **supreme law of the land**, as set forth in **Article VI, Clause 2 of the Constitution**, which declares that the Constitution, federal laws, and treaties are the supreme law of the land, binding upon all states, courts, and officers.

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1 **71. Violations of Constitutional Protections:** The defendants have
2 intentionally and systematically engaged in acts that directly violate the
3 protections guaranteed to the plaintiffs and the people under the
4 Constitution, including but not limited to:

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

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

27 **73. Weaponizing Authority to Oppress:** The defendants' intentional
28 misuse of their authority to act against the interests of the Constitution and its

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1 Citizens is a clear manifestation of tyranny. Rather than serving their
2 constitutional mandate to protect and defend the Constitution, they have
3 actively waged war on it by:

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

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

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

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

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1 76. In this matter, Plaintiffs have thoroughly detailed the Defendants' willful and
2 intentional breaches of multiple federal statutes under Title 18, and Plaintiff's
3 private right(s) of action.

4 77. Defendants' actions constitute **treasonous** conduct against the
5 **Constitution and the American people**. Their behavior, alongside that of
6 their counsel, reflects an attitude of being above the law, further solidifying
7 their guilt.

8 **Defendants' Presumed to be in Dishonor: U.C.C. § 3-505:**

9 78. Defendants are **presumed** to be in dishonor, in accordance with U.C.C. §
10 3-505, as evidenced by the attached Affidavit Certificate of Dishonor, Non-response,
11 **DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION (Exhibit H)**.

12 79. Defendants **have not** submitted any evidence to contradict or rebut the
13 statements made in the affidavits. As a result, the facts set forth in the affidavits are
14 deemed true and uncontested. **Additionally**, the California Evidence Code § 664
15 and related case law support the presumption that official duties have been
16 regularly performed, and **unrebutted** affidavits stand as **Truth**.

17 80. Defendants may **NOT** argue, controvert, or otherwise protest the finality of
18 the administrative findings established through the unrebutted affidavits. As per
19 established legal principles, once an affidavit is submitted and not rebutted, its
20 content is accepted as true, and Defendants are barred from contesting these
21 findings in subsequent processes, whether administrative or judicial.

22 **'Special Deposit' and MASTER INDEMNITY BOND: 31 U.S. Code §**
23 **5312 and U.C.C. § 3-104**

24 81. This notarized, authorized, and indorsed VERIFIED COMPLAINT
25 itself acted as a BOND and/or MONETARY INSTRUMENT, as defined by 31
26 U.S. Code § 5312 and U.C.C. § 3-104, supplemented by the MASTER
27 INDEMNITY BOND (Exhibit N), and that the BOND also satisfies the
28 procedural and substantive requirements of Rule 67 of the Federal Rules of

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1 **Civil Procedure.** Exclusive equity supports this claim, as it ensures that no
2 competing claims will infringe upon the Plaintiffs' established rights to this
3 bond of and will be reported on the forms 1099-A, 1099-OID, and/or 1099-B,
4 with Plaintiff(s) evidenced as the CREDITOR(S).

5 82. Janet Yellen, said Successor(s), and/or the United States Treasury is the
6 registered holder and fiduciary of/for Plaintiff(s)' the private **Two Hundred**
7 **Billion Dollar (\$200,000,000,000.00 USD) 'MASTER DISCHARGE AND**
8 **INDEMNITY BOND' #RF661448567US**, which was post deposited to private
9 post registered account #RF 661 448 023 US. Said 'MASTER DISCHARGE
10 AND INDEMNITY BOND' (#RF661448567US) expressly stipulates it is
11 "insuring, underwriting, indemnifying, discharging, paying and satisfying **all**
12 such account holders and accounts dollar for dollar against **any and all pre-**
13 **existing, current and future** losses, costs, debts, taxes, encumbrances, deficits,
14 deficiencies, liens, judgements, true bills, obligations of contract or
15 performance, defaults, charges, and any and all other obligations **as may exist**
16 **or come to exist** during the term of this Bond... Each of the said account
17 holders and accounts **shall be severally insured, underwritten and**
18 **indemnified against any and all future Liabilities as may appear, thereby**
19 **instantly satisfying all such obligations dollar for dollar without exception**
20 through the above-noted Private Offset Accounts up to and including the full
21 face value of this Bond through maturity." A copy of 'MASTER DISCHARGE
22 AND INDEMNITY BOND' #RF372320890US is attached hereto as **Exhibit N**
23 and incorporated herein by reference, **and will serve as an *additional***
24 **CAUTION and/or BOND for immediate adjustment and setoff of any**
25 **and all costs associated with these matters.**

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

27 83. As *considered, agreed, and stipulated* by Defendants in the unrebutted
28 verified commercial affidavits, contract agreement, and self-executing contract

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

17 **GENERALLY Accepted Accounting Principles (GAAP)**

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

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1 depository institutions shall be uniform and consistent with generally accepted
2 accounting principles.["]

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

18 86. As *considered, agreed, and stipulated* by Defendants in the unrebutted
19 verified commercial affidavits, contract agreement, and self-executing contract
20 security agreements (Exhibits E, F, G, and H), GAAP is intended to ensure
21 **consistency among financial records, financial transparency, and protection from**
22 **fraud or misleading company reports.**

23 **Summary Judgement is Due as a matter of law**

24 87. Rule 56(a) of the Federal Rules of Civil Procedure and California Code of
25 Civil Procedure § 437c(c): Summary Judgment is warranted as a matter of law under
26 Rule 56(a) of the Federal Rules of Civil Procedure and California Code of Civil
27 Procedure § 437c(c), both of which *mandate* judgment where there is no genuine
28 dispute as to any material fact..

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1 88. Defendants are **barred** from further dispute under the doctrines of:

- 2 • ***Res Judicata*** – This matter is already conclusively settled by Defendants’
3 failure to rebut.
4 • ***Stare Decisis*** – Binding precedent supports Plaintiffs’ claims and demands
5 judgment in their favor.
6 • ***Collateral Estoppel*** – Defendants are estopped from raising any defenses
7 they failed to assert.

8 89. ***Unrebutted Affidavits Establish No Disputed Facts***: Plaintiffs’ affidavits
9 were submitted in good faith and stand as truth in commerce. These affidavits were
10 served upon Defendants, providing sufficient notice and opportunity to rebut or
11 contest the assertions therein. Defendants’ failure to respond or dispute the
12 affidavits results in a legal presumption of their validity. As a matter of law, an
13 affidavit that is *unrebutted* is deemed admitted and undisputed, thereby precluding
14 any triable issue of fact.

- 15 • Pursuant to ***Res Judicata***, the unrebutted affidavits have the same force
16 and effect as a **judgment** and are now binding upon Defendants.
17 • Under the principle of ***Stare Decisis***, binding precedent affirms that
18 undisputed affidavits establish facts conclusively in a civil proceeding.
19 • ***Collateral Estoppel*** bars Defendants from re-litigating any issue
20 previously resolved by the unrebutted affidavits, as they have failed to
21 raise a substantive dispute within the prescribed timeframes.

22 90. ***Defendants’ Failure to Produce Contradictory Evidence***:

23 Defendants have neither provided competent evidence to dispute Plaintiffs’
24 claims nor identified any material fact requiring trial. Plaintiffs’ affidavits,
25 contracts, and supporting documents (attached hereto as *Exhibits E, F, G, and*
26 *H*) collectively establish the absence of any genuine dispute. Without
27 contradictory evidence or a triable issue, Plaintiffs are **entitled** to judgment as
28 **a matter of law**.

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1 91. **Judicially Recognized Finality of Affidavits:** Courts have long held that
2 when Affidavits are left *unrebutted*, they stand as Truth and are accepted as fact. See
3 **Morris v. National Cash Register Co., 44 Cal.App.2d 811, 813 (1941)**, which
4 confirms that undisputed evidence is sufficient to warrant summary judgment.
5 Additionally, under Federal and State Rules of Evidence, facts established by
6 affidavit are considered *binding* when no counter-affidavit is provided.

7 92. **Supported by Principles of Equity and Law:**

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

13 **The COURT is Barred From SUMMARILY DISMISSING Anything,**
14 **Especially After The Overturning of Chevron**

15 93. The Court is hereby placed on notice that even the mere consideration of
16 "summarily dismissing" anything in this matter constitutes a constitutional
17 violation and an act of judicial overreach, arbitrary denial of due process, and a
18 *willful* obstruction of justice.

19 94. **The Overturning of the Chevron Doctrine Eliminates Any Judicial**
20 **Presumption** in Favor of Government or Institutional Parties:

- 21 • **With the Chevron Doctrine overturned, courts no longer have**
- 22 ***discretion to defer to agency or institutional interpretations of law,***
- 23 **and every case must be ruled strictly within the confines of the**
- 24 **Constitution and statutory law.**
- 25 • **Any judicial attempt to summarily dismiss Plaintiffs' verified,**
- 26 **unrebutted claims would constitute an abuse of discretion, a**
- 27 **deprivation of due process, and a direct violation of Plaintiffs'**
- 28 **constitutional rights.**

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1 95. Due Process Requires Full Adjudication, Not Summary Disposition.

- 2 • Plaintiffs have filed *multiple verified, sworn affidavits*, which have gone
- 3 **uncontested and unrebutted**, and stand as **Truth**.
- 4 • Under U.C.C. § 3-505, an *unrebutted* Affidavit creates a **presumption of**
- 5 **dishonor**, which the Court cannot arbitrarily ignore.
- 6 • Under 28 U.S.C. § 1361, Plaintiffs have the right to **compel the performance**
- 7 **of a legal duty owed to them by the Court**.
- 8 • A case may **only be dismissed summarily if there is no valid claim or**
- 9 **cause of action** – which is inapplicable here, as Defendants have already
- 10 **defaulted and dishonored themselves by failing to rebut the Plaintiffs’**
- 11 **Conditional Acceptance, and they have admitted everything presented in**
- 12 **all Affidavits**.

13 96. Any Attempt to Dismiss Would Be a Violation of *Res Judicata, Stare Decisis,*
14 and Collateral Estoppel.

- 15 • **Res Judicata:** The matters before this Court are already **settled and decided**,
- 16 and no further litigation is necessary to determine the legal obligations of
- 17 Defendants.
- 18 • **Stare Decisis:** The **binding legal precedents of Marbury v. Madison, Rule**
- 19 **56 FRCP, and California CCP § 437c(c)** require judgment in favor of the
- 20 Plaintiffs.
- 21 • **Collateral Estoppel:** Defendants **cannot dispute issues they have already**
- 22 **defaulted on; any attempt to dismiss the case would ignore the finality of**
- 23 **Plaintiffs’ unrebutted claims and the legally binding nature of their**
- 24 **conditional acceptance**.

25 97. Summary Dismissal Would Constitute Judicial Fraud and Breach of
26 Fiduciary Duty.

- 27 • As a **public trustee of justice**, the Court has a **fiduciary obligation to**
- 28 **uphold constitutional rights and due process**.

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- 1 • Any attempt to **dismiss** this matter – **given that Defendants have already**
2 **defaulted** – would be tantamount to **judicial fraud** and an **egregious**
3 **breach of duty under 28 U.S.C. § 1361.**

4 **NOTICE to the COURT: A DEMAND is NOT a mere MOTION**

5 98. The Court is hereby placed on notice that Plaintiffs' *Demand* for Summary
6 Judgment is not a mere 'motion' *requesting* discretionary relief but a binding legal
7 notice asserting an *absolute right* to judgment as a matter of law.

8 99. A Motion is a Request; A Demand Asserts a Right.

- 9 • A **motion** asks the court to exercise *discretion* in granting relief.
10 • A **demand** asserts an existing legal *right* that **must** be acknowledged *and*
11 **enforced.**

12 100. Plaintiffs' Demand for Summary Judgment is *a Matter of Law*, Not Judicial
13 Discretion

- 14 • Under **Rule 56(a) of the Federal Rules of Civil Procedure**, the court "**shall**"
15 **grant summary judgment** when there is **no genuine dispute of material**
16 **fact**. The word "**shall**" is mandatory, not discretionary.
17 • **California Code of Civil Procedure § 437c(c)** likewise states: "**The motion**
18 **for summary judgment shall be granted if all the papers submitted show**
19 **that there is no triable issue as to any material fact and that the moving**
20 **party is entitled to a judgment as a matter of law."**
21 • This establishes that **the Court does not have the discretion to deny or**
22 **delay judgment** where Defendants have failed to contest the material facts.

23 101. Failure to Act on a Demand is Judicial Nonperformance and a Due Process
24 Violation.

- 25 • Plaintiffs have submitted **undisputed, sworn affidavits** establishing their
26 claims.
27 • Defendants have **failed to rebut, respond, or oppose**, thereby conceding by
28 **tacit acquiescence.**

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- **Judicial failure to rule on a demand where no genuine dispute exists is an obstruction of justice and a due process violation under 28 U.S.C. § 1361.**

Unrebutted Affidavits are ‘prima facie’ evidence:

102. As *considered, agreed, and stipulated* by Defendants in the unrebutted verified commercial affidavits, contract agreement, and self-executing contract security agreements (Exhibits E, F, G, and H), Exhibits E, F, G, and H are *prima facie* evidence of fraud, racketeering, indenty theft, **treason**, breach of trust and fiduciary duties, extortion, coercion, deprivation of rights under the color of law, conspiracy to deprive of rights under the color of law, monopolization of trade and commerce, forced peonage, obstruction of enforcement, extortion of a national/internationally protected person, false imprisonment, torture, creating trusts in restraint of trade dereliction of fiduciary duties, bank fraud, breach of trust, treason, tax evasion, bad faith actions, dishonor, injury and damage to Affiant **and Plaintiffs proof of claim. See *United States v. Kis*, 658 F.2d, 526 (7th Cir. 1981).**, “Appellee had the burden of first proving its prima facie case and could do so by affidavit or other evidence.”

Unlawful and Unconstitutional Detainment and Arrest while

‘Traveling’ in Private Automobile:

103. As *considered, agreed, and stipulated* by Defendants in the unrebutted verified commercial affidavits, contract agreement, and self-executing contract security agreements (Exhibits E, F, G, and H):

1. On December 31, 2024, at approximately 9:32am, Kevin: Walker, *sui juris*, was **traveling privately** in my private automobile, displaying a ‘PRIVATE’ plate, indicating I was ‘not for hire’ or operating commercially, and the private automobile was not displaying a STATE plate of any sort . This clearly established that the private automobile was ‘*not for hire*’ or ‘**commercial**’ use and, therefore explicitly classifying the automobile as private

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1 property, and **NOT** *within* any statutory and/or commercial jurisdiction. A
2 copy of the PRIVATE '**not for hire**' or '**commercial**' use is attached hereto as
3 **Exhibits O** and incorporated herein by reference.

4 2. Upon unlawfully stopping and detaining the private traveler(Kevin:
5 Walker), Defendants, including Gregory D Eastwood, Robert C V Bowman,
6 George Reyes, William Pratt, **conspired** on the scene in violation of 18 U.S.C. §§
7 241 and 242. Photographs of Defendants, Gregory D Eastwood, Robert C V
8 Bowman, and William Pratt, are attached hereto as **Exhibits O, P, and Q**
9 respectively, and incorporated by reference herein.

10 3. All Defendants on the scene at that time, including Gregory D Eastwood,
11 Robert C V Bowman, George Reyes, William Pratt, were NOTICED that the
12 traveler is a state Citizen, non-citizen national/national/internationally
13 protected person, privately traveling in a private automobile, as articulated by
14 the traveler, and as evidenced by the '**PRIVATE**' plate on the private
15 automobile.

16 4. The private automobile and trust property was **not** in *any* way displaying
17 STATE or government registration or stickers, and was displaying a PRIVATE
18 plate, removing the automobile from the Defendant's jurisdiction. See Exhibit
19 N.

20 5. The private automobile is duly reflected on Private UCC Contract Trust/
21 **UCC1 filing** NOTICE #2024385925-4 and UCC3 filing and NOTICE
22 #2024402990-2 (Exhibits C and D).

23 6. **Under threat, duress, and coercion, and at gunpoint**, the private
24 traveler(Kevin: Walker) presented Defendants Gregory D Eastwood and Robert
25 C V Bowman national/non-citizen national, #C35510079 and passport book
26 #A39235161. Copy attached hereto as **Exhibits O and P** respectively, and
27 incorporated herein by reference.
28

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1 7. Defendant(s), acted against the Constitution, even when explicitly
2 reminded of their duties to support and uphold the Constitution.

3 8. At no point in time were Defendants presented with a CALIFORNIA
4 DRIVER'S LICENSE (COMMERCIAL CONTRACT), and any information
5 added to the CITATION/CONTRACT was done so in fraud, without consent,
6 full disclosure, and thus is *void ab initio*.

7 9. The private traveler and national(Kevin: Walker), should never have been
8 stopped exercising his **inherent** and *unalienable* **right** to travel, in a private
9 automobile that was clearly marked "PRIVATE" and "not for hire" and "not for
10 commercial use.

11 **Fraudulent Alteration of Signature, Coercion, Assault, Torture,**
12 **Kidnapping:**

13 104. As *considered, agreed, and stipulated* by Defendants in the unrebutted
14 verified commercial affidavits, contract agreement, and self-executing contract
15 security agreements (Exhibits E, F, G, and H)

16 1. After being kidnapped, handcuffed, tortured, and deprived of rights and livery
17 under the color of law, the private traveler national/internationally protected
18 person(Kevin: Walker), Defendant Robert Gell threatened to "house" the national if
19 he did not sign every document presented, exactly as he (Robert Gell) wanted the
20 national to. Camera records will evidence Robert telling the national return to the
21 release tank for no apparent reason, and then **assaulting, shoving, and pushing** the
22 national/internationally protected person into the tank at the end of the walk.

23 2. Defendant Robert Gell went as far as aggressively rushing around a desk
24 and assaulting Kevin, and snatching a pen from his hand, simply because the
25 attempted to write 'under duress' by his signature.

26 3. Defendant Robert Gell willfully and intentionally altered Affiant's
27 signature on one document and crossed out 'UCC 1-308,' immediately after
28 Affiant hand wrote it on the document.

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1 4. Defendant Robert Gell stated he had no idea what an attorney-in-fact is
2 and that Kevin: Walker was a, [""]jackass[""] for stating that such a thing exists,
3 evidencing Gell's incompetence.

4 **Fruit of the Poisonous Tree Doctrine:**

5 105. Plaintiffs further assert and establish **again on the record** that the undisputedly
6 unlawful and unconstitutional stop, arrest, and subsequent actions of the
7 Defendants/ Respondents are in violation of the Fourth Amendment to the
8 Constitution of the united States of America and constitute an unlawful arrest
9 and seizure. The "**fruit of the poisonous tree**" doctrine, as articulated by the **U.S.**
10 **Supreme Court**, establishes that **any** evidence obtained as a result of an
11 unlawful stop or detainment is tainted and inadmissible in **any** subsequent
12 proceedings. The unlawful actions of Gregory D. Eastwood, Robert C. V.
13 Bowman, George Reyes, William Pratt, and Robert Gell including *but not limited*
14 *to* the issuance of fraudulent citations/ contracts under threat, duress, and
15 coercion, render all actions and evidence derived therefrom **void ab initio**. See
16 *Wong Sun v. United States*, 371 U.S. 471 (1963).

17 106. Plaintiffs therefore declare and demand that all actions and evidence obtained
18 in connection with this unlawful stop be deemed inadmissible and void as fruits
19 of the poisonous tree.

20 107. As **considered, agreed, and stipulated** by Defendants in the **unrebutted** verified
21 commercial affidavits, contract agreement, and self-executing contract security
22 agreements (Exhibits E, F, G, and H).

23 **Use defines classification:**

24 1. It is well established law that the highways of the state are public
25 property, and their primary and preferred use is for **private** purposes, and
26 that their use for purposes of gain is special and extraordinary which,
27 generally at least, the legislature may prohibit or condition as it sees fit."
28 **Stephenson vs. Rinford**, 287 US 251; **Pachard vs Banton**, 264 US 140, and

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cases cited; **Frost and F. Trucking Co. vs. Railroad Commission**, 271 US 592; **Railroad commission vs. Inter-City Forwarding Co.**, 57 SW.2d 290; **Parlett Cooperative vs. Tidewater Lines**, 164 A. 313

2. The California Motor Vehicle Code, section 260: Private cars/vans etc. not in commerce / for profit, are immune to registration fees:

(a) A "commercial vehicle" is a vehicle of a type **REQUIRED** to be **REGISTERED** under this code".

(b) "Passenger vehicles which are **not used** for the transportation of persons for hire, compensation or profit, and housecars, are **not commercial vehicles**".

(c) "a vanpool vehicle is not a commercial vehicle."

3. **18 U.S. Code § 31 - Definition**, expressly stipulates, "The term "motor vehicle" means every description of carriage or other contrivance propelled or drawn by mechanical power **and** used for commercial purposes on the highways in the transportation of passengers, passengers and property, or property or cargo".

4. A vehicle not used for commercial activity is a "consumer goods", ...it is NOT a type of vehicle **required** to be registered and "use tax" paid of which the tab is evidence of receipt of the tax." Bank of Boston vs Jones, 4 UCC Rep. Serv. 1021, 236 A2d 484, UCC PP 9-109.14.

5. " The 'privilege' of using the streets and highways by the operation thereon of motor carriers **for hire** can be acquired only by permission or license from the state or its political subdivision. " – Black's Law Dictionary, 5th ed, page 830.

6. "It is held that a tax upon common carriers by motor vehicles is based upon a reasonable classification, and does not involve any unconstitutional discrimination, although it does not apply to **private** vehicles, or those used by

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- 1 the owner in his own business, and not for hire." *Desser v. Wichita*, (1915) 96 Kan.
2 820; *Iowa Motor Vehicle Asso. v. Railroad Comrs.*, 75 A.L.R. 22.
- 3 7. "Thus self-driven vehicles are **classified according to the use** to which they
4 are put rather than according to the means by which they are propelled." *Ex*
5 *Parte Hoffert*, 148 NW 20.
- 6 8. In view of this rule a statutory provision that the supervising officials
7 "**may**" exempt such persons when the transportation is not on a commercial
8 basis means that they "**must**" exempt them." *State v. Johnson*, 243 P. 1073;
9 60 C.J.S. section 94 page 581.
- 10 9. "**The use to which an item is put, rather than its physical characteristics,**
11 determine whether it should be classified as "consumer goods" under UCC
12 9- 109(1) or "equipment" under UCC 9-109(2)." *Grimes v Massey Ferguson,*
13 *Inc.*, 23 UCC Rep Serv 655; 355 So.2d 338 (Ala., 1978).
- 14 10. "Under UCC 9-109 there is a real distinction between goods purchased for
15 personal use and those purchased for business use. The two are mutually
16 exclusive and the **principal use to which the property is put should be**
17 **considered as determinative.**" *James Talcott, Inc. v Gee*, 5 UCC Rep Serv
18 1028; 266 Cal.App.2d 384, 72 Cal.Rptr. 168 (1968).
- 19 11. "**The classification of goods in UCC 9-109 are mutually exclusive.**"
20 *McFadden v Mercantile-Safe Deposit & Trust Co.*, 8 UCC Rep Serv 766;
21 260 Md 601, 273 A.2d 198 (1971).
- 22 12. "**The classification of "goods" under [UCC] 9-109 is a question of fact.**"
23 *Morgan County Feeders, Inc. v McCormick*, 18 UCC Rep Serv 2d 632; 836
24 P.2d 1051 (Colo. App., 1992).
- 25 13. "The definition of "goods" includes an automobile." *Henson v Government*
26 *Employees Finance & Industrial Loan Corp.*, 15 UCC Rep Serv 1137; 257 Ark
27 273, 516 S.W.2d 1 (1974).
- 28

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1 14. "No State government entity has the power to allow or deny passage
2 on the highways, byways, nor waterways... transporting his vehicles
3 and personal property for either recreation or business, but by being
4 subject only to local regulation i.e., safety, caution, traffic lights, speed
5 limits, etc. Travel is not a privilege requiring, licensing, vehicle
6 registration, or forced insurances." *Chicago Coach Co. v. City of*
7 *Chicago*, 337 Ill. 200, 169 N.E. 22.

8 **The RIGHT to Travel is not a Privilege:**

9 15. The fundamental Right to travel is NOT a Privilege, it's a gift granted
10 by your Creator and restated by our founding fathers as Unalienable
11 and cannot be taken by any Man / Government made Law or color of
12 law known as a private "Code" (secret) or a "Statute."

13 16. "Traveling is passing from place to place--act of **performing journey;**
14 and **traveler is person who travels.**" *In Re Archy* (1858), 9 C. 47.

15 17. "Right of transit through each state, with every species of property
16 known to constitution of United States, and recognized by that
17 paramount law, is secured by that instrument to each citizen, and does
18 not depend upon uncertain and changeable ground of mere comity."
19 **In Re Archy** (1858), 9 C. 47.

20 18. Freedom to **travel** is, indeed, an important aspect of the citizen's "liberty".
21 We are first concerned with the extent, if any, to which Congress has
22 authorized its curtailment. (Road) **Kent v. Dulles**, 357 U.S. 116, 127.

23 19. The right to **travel** is a part of the "liberty" of which the citizen cannot be
24 deprived without due process of law under the Fifth Amendment. So much
25 is conceded by the solicitor general. In Anglo Saxon law that right was
26 emerging at least as early as Magna Carta. **Kent v. Dulles**, 357 U.S. 116, 125.

27 20. "Even the legislature **has no power** to deny to a citizen the right to travel
28 upon the highway and transport his property in the ordinary course of his

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1 business or pleasure, though this right may be regulated in accordance with
2 public interest and convenience. *Chicago Coach Co. v. City of Chicago*, 337
3 Ill. 200, 169 N.E. 22, 206.

4 21. "... It is now universally recognized that the state does possess such
5 power [to impose such burdens and limitations upon private carriers
6 when using the public highways for the transaction of their business]
7 with respect to common carriers using the public highways for the
8 transaction of their business in the transportation of persons or
9 property for hire. That rule is stated as follows by the **supreme court**
10 **of the United States**: 'A citizen may have, under the fourteenth
11 amendment, the right to travel and transport his property upon them
12 (the public highways) by **auto vehicle**, but **he has no right to make**
13 **the highways his place of business by using them as a common**
14 **carrier for hire**. Such use is a privilege which may be granted or
15 withheld by the state in its discretion, without violating either the due
16 process clause or the equal protection clause.' (*Buck v. Kuykendall*, 267
17 U. S. 307 [38 A. L. R. 286, 69 L. Ed. 623, 45 Sup. Ct. Rep. 324].

18 22. "The right of a citizen to travel upon the highway and transport his property
19 thereon in the ordinary course of life and business **differs radically an**
20 **obviously from that of one who makes the highway his place of business**
21 **and uses it for private gain**, in the running of a stage coach or omnibus. The
22 former is the usual and ordinary right of a citizen, a right common to all;
23 while the latter is special, unusual and extraordinary. As to the former, the
24 extent of legislative power is that of regulation; but as to the latter its power
25 is broader; the right may be wholly denied, or it may be permitted to some
26 and denied to others, because of its extraordinary nature. This distinction,
27 elementary and fundamental in character, is recognized by all the
28 authorities."

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- 1 23. "Even the legislature has no power to deny to a citizen the right to travel
2 upon the highway and transport his/her property in the ordinary course of
3 his business or pleasure, though this right may be regulated in accordance
4 with the public interest and convenience." ["regulated" means traffic safety
5 enforcement, stop lights, signs etc.]—Chicago Motor Coach v. Chicago, 169
6 NE 22.
- 7 24. "The claim and exercise of a constitutional right cannot be converted into a
8 crime." — Miller v. U.S., 230 F 2d 486, 489.
- 9 25. "There can be no sanction or penalty imposed upon one because of this
10 exercise of constitutional rights." — Sherar v. Cullen, 481 F. 945.
- 11 26. The right of the citizen to **travel** upon the highway and to transport his
12 property thereon, in the ordinary course of life and business, differs
13 radically and obviously from that of one who makes the highway his place
14 of business for private gain in the running of a stagecoach or omnibus." —
15 State vs. City of Spokane, 186 P. 864.
- 16 27. "The right of the citizen to **travel** upon the public highways and to
17 transport his/her property thereon either by carriage or automobile, is
18 **not** a mere privilege which a city [or State] may prohibit or permit at
19 will, but a common right which he/she has under the right to life,
20 liberty, and the pursuit of happiness." — Thompson v. Smith, 154 SE
21 579.
- 22 28. "The right of the Citizen to **travel** upon the public highways and to
23 transport his property thereon, in the ordinary course of life and business, is
24 a common right which he has under the right to enjoy life and liberty, to
25 acquire and possess property, and to pursue happiness and safety. It
26 includes the right, in so doing, to use the ordinary and usual conveyances of
27 the day, and under the existing modes of **travel**, includes the right to drive a
28 horse drawn carriage or wagon thereon or to operate an automobile

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thereon, for the usual and ordinary purpose of life and business.” —

Thompson vs. Smith, supra.; Teche Lines vs. Danforth, Miss., 12 S.2d 784.

29. "The use of the highways for the purpose of **travel** and transportation is not a mere privilege, but a common and fundamental Right of which the public and the individual cannot be rightfully deprived.” — Chicago Motor Coach vs. Chicago, 169 NE 22; Ligare vs. Chicago, 28 NE 934; Boon vs. Clark, 214 SSW 607; 25 Am.Jur. (1st) Highways Sect.163.

30. "The right to b is part of the Liberty of which a citizen cannot deprived without due process of law under the Fifth Amendment. This Right was emerging as early as the Magna Carta.” — Kent vs. Dulles, 357 US 116 (1958).

31. "The state **cannot** diminish Rights of the people.” — Hurtado vs. California, 110 US 516.

32. "Personal liberty largely consists of the Right of locomotion -- to go where and when one pleases -- only so far restrained as the Rights of others may make it necessary for the welfare of all other citizens. The Right of the Citizen to travel upon the public highways and to transport his property thereon, by horse drawn carriage, wagon, or automobile, is not a mere **privilege** which may be permitted or prohibited at will, but the common Right which he has under his Right to life, liberty, and the pursuit of happiness. Under this Constitutional guarantee one may, therefore, under normal conditions, travel at his inclination along the public highways or in public places, and while conducting himself in an orderly and decent manner, neither interfering with nor disturbing another's Rights, he will be protected, not only in his person, but in his safe conduct.” — II Am.Jur. (1st) Constitutional Law, Sect.329, p.1135.

33. Where **rights secured by the Constitution are involved, there can be no rule making or legislation** which would abrogate them.” — Miranda v. Arizona, 384 U.S.

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

3 **NO QUALIFIED OR LIMITED IMMUNITY**

4 35. "When enforcing mere statutes, judges of all courts do not act
5 judicially (and thus are not protected by "qualified" or "limited
6 immunity," - SEE: Owen v. City, 445 U.S. 662; Bothke v. Terry, 713 F2d
7 1404) - - "but merely act as an extension as an agent for the involved
8 agency -- but only in a "ministerial" and not a "discretionary
9 capacity..." Thompson v. Smith, 154 S.E. 579, 583; Keller v. P.E., 261 US
10 428; F.R.C. v. G.E., 281, U.S. 464.

11 36. "Public officials are not immune from suit when they transcend their lawful
12 authority by invading constitutional **rights.**" – AFLCIO v. Woodward, 406
13 F2d 137 t.

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

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

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

24 40. "All are presumed to know the law." **San Francisco Gas Co. v. Brickwedel**
25 (1882), 62 C. 641; **Dore v. Southern Pacific Co.** (1912), 163 C. 182, 124 P. 817;
26 **People v. Flanagan** (1924), 65 C.A. 268, 223 P. 1014; **Lincoln v. Superior**
27 **Court** (1928), 95 C.A. 35, 271 P. 1107; **San Francisco Realty Co. v. Linnard**
28 (1929), 98 C.A. 33, 276 P. 368.

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

4 **Legal Maxims, Standards, and Principles**

5 108. Plaintiffs cite the following established **legal maxims, standards, and**
6 ***principles***.

- 7 • ***Unrebutted Affidavits as Judgment in Commerce:*** Plaintiffs' unrebutted
8 affidavits are binding truth under the maxim, "**An unrebutted affidavit**
9 **becomes the judgment in commerce.**"
- 10 • **Res Judicata and Collateral Estoppel:** Defendants are ***barred*** from
11 contesting the finality of Plaintiffs' claims under the doctrines of **res**
12 **judicata** and **collateral estoppel**, as all material facts and claims have been
13 resolved conclusively.
- 14 • **Breach of U.C.C. Obligations and Presumed Dishonor:** Defendants'
15 dishonor and default are evidenced by their failure to fulfill obligations
16 defined by U.C.C. § 3-505 (see Exhibit L) and other applicable statutes.
- 17 • **ALL ARE EQUAL UNDER THE LAW.** – 'No one is above the law.'
- 18 • **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE**
19 **EXPRESSED.** – 'To lie is to go against the mind.'
- 20 • **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.**
- 21 • **IN COMMERCE TRUTH IS SOVEREIGN.** – Truth is sovereign – and the
22 Sovereign tells only the truth.
- 23 • **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.**
24 – 'He who does not deny, admits.'
- 25 • "Statements of fact contained in **affidavits which are not rebutted** by
26 the opposing party's affidavit or pleadings **may[must] be accepted as**
27 **true by the trial court.**" --Winsett v. Donaldson, 244 N.W.2d 355 (Mich.
28 1976).

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- 1 • See, *Sieb's Hatcheries, Inc. v. Lindley*, 13 F.R.D. 113 (1952), "Defendant(s)
2 made no request for an extension of time in which to answer the request for
3 admission of facts and filed only an unsworn response within the time
4 permitted," thus, under the specific provisions of Ark. and *Fed. R. Civ. P. 36*,
5 the facts in question were deemed admitted as true. Failure to answer is
6 well established in the court. *Beasley v. U. S.*, 81 F. Supp. 518 (1948), "I,
7 therefore, hold that the requests will be considered as having been
8 admitted." Also as previously referenced, "Statements of fact contained in
9 affidavits which are not rebutted by the opposing party's affidavit or
10 pleadings may[must] be accepted as true by the trial court." —*Winsett v.*
11 *Donaldson*, 244 N.W.2d 355 (Mich. 1976).
- 12 • "The state **cannot diminish Rights of the people.**" —*Hurtado vs. California*,
13 110 US 516.
- 14 • "Public officials are not immune from suit when they transcend their
15 lawful authority by invading constitutional **rights.**" — *AFLCIO v.*
16 *Woodward*, 406 F2d 137 t.
- 17 • "Immunity **fosters neglect and breeds irresponsibility** while liability
18 promotes care and caution, which caution and care is owed by the
19 government to its people." (Civil Rights) **Rabon vs Rowen Memorial**
20 **Hospital, Inc.** 269 N.S. 1, 13, 152 SE 1 d 485, 493.
- 21 • "Judges not only can be sued over their official acts, but could be held
22 **liable for injunctive and declaratory relief and attorney's fees.**"
23 **Lezama v. Justice Court**, A025829.
- 24 • "Ignorance of the law does **not** excuse misconduct in anyone, least of
25 all in a sworn officer of the law." *In re McCowan* (1917), 177 C. 93, 170
26 P. 1100.
- 27 • "**All are presumed to know the law.**" *San Francisco Gas Co. v.*
28 *Brickwedel* (1882), 62 C. 641; *Dore v. Southern Pacific Co.* (1912), 163 C.

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1 182, 124 P. 817; People v. Flanagan (1924), 65 C.A. 268, 223 P. 1014;
2 Lincoln v. Superior Court (1928), 95 C.A. 35, 271 P. 1107; San Francisco
3 Realty Co. v. Linnard (1929), 98 C.A. 33, 276 P. 368.

- 4 • "It is one of the fundamental maxims of the common law that
5 **ignorance of the law excuses no one.**" Daniels v. Dean (1905), 2 C.A.
6 421, 84 P. 332.
- 7 • "the people, not the States, are sovereign." —Chisholm v. Georgia, 2
8 Dall. 419, 2 U.S. 419, 1 L.Ed. 440 (1793).
- 9 • **HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY**
10 **DEFAULT.** — 'He who does not repel a wrong when he can occasions
11 it.'
- 12 • **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN**
13 **COMMERCE.** — There is nothing left to resolve.

14 **FIRST CAUSE OF ACTION**

15 **(For Fraud and Misrepresentation against all Defendants)**

16 109. Plaintiffs re-affirm and incorporate paragraphs 1 through 108 as if set forth
17 herein.

18 110. Defendants, acting under **color of law**, have *willfully and intentionally*
19 engaged in **fraudulent** conduct by knowingly **misrepresenting** material facts
20 regarding their authority and jurisdiction over Plaintiffs, thereby violating
21 Plaintiffs' constitutionally protected **private rights**.

22 111. Defendants' fraudulent misconduct includes, but is not limited to,
23 fabricating legal authority, creating false claims, unlawfully detaining and
24 interfering with Plaintiffs' **private** affairs, and initiating legal proceedings devoid of
25 any lawful basis.

26 112. Defendants knowingly misrepresented their authority to enforce
27 **statutory provisions** against Plaintiffs, fabricated legal obligations, and
28 unlawfully seized or interfered with Plaintiffs' **private** property, all with the

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1 intent to deprive Plaintiffs of their rights, property, and financial interests
2 **under the guise of lawful authority.**

3 113. In furtherance of this unlawful **enterprise** and scheme, Defendants
4 transmitted fraudulent documents, including but not limited to fabricated reports,
5 false citations, and deceptive legal filings, through the U.S. Postal Service and other
6 commercial carriers, knowing that these documents were false and intended to
7 defraud Plaintiffs.

8 114. Defendants' fraudulent misrepresentation and deceit violate Plaintiffs'
9 **private** rights under various statutes that provide for a '**private right of action**',
10 including but not limited to:

- 11 • **42 U.S. Code § 1983 (Civil Action for Deprivation of Rights)** – Establishes
12 liability for any person acting under color of law who deprives another of
13 their constitutionally protected rights, privileges, or immunities.
- 14 • **18 U.S. Code § 1001 (False Statements Act)** – Criminalizes knowingly
15 making false statements or fraudulent misrepresentations in legal and
16 administrative proceedings.
- 17 • **18 U.S. Code § 1341 (Mail Fraud)** – Prohibits the use of U.S. mail to transmit
18 fraudulent documents with intent to deceive.
- 19 • **15 U.S. Code § 1692 (Fair Debt Collection Practices Act, FDCPA)** –
20 Prohibits fraudulent misrepresentation and deceptive practices used to
21 enforce unlawful claims against individuals, including fabricated financial
22 obligations.
- 23 • **UCC § 1-308 (Performance or Acceptance Under Reservation of Rights)** –
24 Protects individuals from unknowingly waiving rights under fraudulent or
25 coercive contracts or enforcement actions.

26 115. By willfully and intentionally engaging in the fraudulent conduct described
27 above, Defendants have violated statutory and constitutional protections, causing
28 Plaintiffs to suffer:

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- 1 • **Unlawful deprivation of property and private rights**
- 2 • **Financial losses due to fraudulent enforcement actions**
- 3 • **Harm to their reputation, business, and economic interests**
- 4 • **Emotional distress and significant hardship resulting from Defendants'**
- 5 **unlawful conduct**

6 116. Defendants, by their own actions, willful silence, non-compliance, and tacit
7 admission, have engaged in the unlawful conduct described in this complaint. As
8 such, these facts must be taken as true and are dispositive in this action.

9 117. Defendants' wrongful conduct includes but is not limited to:

- 10 • **Fabrication of authority and fraudulent claims to enforce laws against**
- 11 **Plaintiffs**
- 12 • **Knowingly misrepresenting their jurisdiction and legal standing to**
- 13 **detain, fine, or seize property**
- 14 • **Use of fraudulent documentation and legal proceedings to impose**
- 15 **unlawful penalties and restrictions**
- 16 • **Unlawful use of U.S. Postal Service and other communication channels to**
- 17 **further their fraudulent scheme**

18 118. As a direct result of Defendants' fraudulent and unlawful actions,
19 Plaintiffs have suffered severe and irreparable harm, including but not
20 limited to:

- 21 • **Deprivation of private property without due process**
- 22 • **Violation of constitutionally protected rights and immunities**
- 23 • **Financial and economic damages stemming from Defendants' unlawful**
- 24 **interference**
- 25 • **Psychological and emotional distress caused by Defendants' oppressive**
- 26 **conduct**

27 119. **18 U.S. Code § 1341 - Frauds and swindles**, expressly stipulates:
28 **"whoever, having devised or intending to devise any scheme or artifice to**

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

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

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

24 120. Plaintiffs re-affirm and incorporate paragraphs 1 through 119 as if set forth
25 herein

26 121. **Breach of Contractual Obligations:** Defendants willfully and intentionally
27 breached contractual obligations by failing to honor the terms set forth in the
28 underlying Contract and Security Agreements between the parties.

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1 **122. Nature of Defendants' Breach:** Defendants' breach includes, but is not
2 limited to, the failure to perform specified duties, the pursuit of false claims of debt,
3 and the illegal, unlawful, and unconstitutional seizure of Plaintiffs private property
4 without proper contractual or legal authority.

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

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

13 **125. Acceptance and Binding Agreement:** Defendants received, considered, and
14 agreed to the contract offer and final expression of the contract as defined under
15 U.C.C. provisions. This acceptance is evidenced through Defendants' willful and
16 intentional silent acquiescence, tacit agreement, and tacit procurement to the
17 **unrebutted Affidavits** and contract security agreements (Exhibits I, J, K, L, and N),
18 affidavit certificate of non-response, default, and the judgment and lien
19 authorization, all of which were duly received by Defendants.

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

26 **127. Failure to Cease Illegal Activities:** Defendants also failed to cease any illegal,
27 unlawful, and unconstitutional collection efforts on an undisputedly fraudulent debt,
28 engaging in conduct that included but was not limited to threats, violations of Plaintiffs'

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

5 **128. Material Breach and Deprivation of Bargain:** This failure to perform, along
6 with the unauthorized actions, directly violates the terms and conditions of the
7 express contract security agreements. These actions constitute a material breach that
8 has deprived Plaintiffs of the benefit of their bargain, as defined under U.C.C. §
9 **2-202** and related provisions that govern the enforceability of the final contract
10 terms.

11 **129. Private Right of Action:**

- 12 • Plaintiffs hereby assert a **Private Right of Action** to enforce their rights
13 under the Contract and Security Agreements, as well as the **Uniform**
14 **Commercial Code**.
- 15 • Plaintiffs are entitled to bring this action pursuant to U.C.C. § **2-202**, U.C.C. §§
16 **1-103, 1-202, 2-204**, and **Article 9** to seek appropriate remedies, including but not
17 limited to compensatory damages, punitive damages, declaratory relief, and
18 equitable remedies as the Court may deem just and proper.

19 **130. Plaintiffs' Private Rights of Action under Embezzlement Laws:**

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

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1 **THIRD (3rd) CAUSE OF ACTION**
2 **(For Theft, Embezzlement, and Fraudulent Misapplication of Funds**
3 **and Assets against all Defendants)**

4 131. Plaintiffs re-affirm and incorporate paragraphs 1 through 130 as if fully set
5 forth herein.

6 132. Defendants engaged in illegal, unlawful, unconstitutional, and fraudulent
7 acts, including but not limited to:

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

15 133. Plaintiffs affirm, as evidenced by Exhibits I, J, K, L, and N, that Defendants,
16 including any officers, directors, agents, or employees connected to financial
17 institutions, acted in direct violation of federal law and fiduciary obligations.
18 Specifically:

- 19 • **Defendants, while acting in their capacity as agents or employees of**
20 **financial institutions, fraudulently misapplied or embezzled funds and**
21 **property entrusted to their care.**
- 22 • **The misappropriation and subsequent unconstitutional and unlawful**
23 **seizures resulted in direct harm to Plaintiffs, including but not limited to**
24 **financial loss, damage to property interests, and violations of**
25 **constitutional and statutory rights.**

26 134. Defendants' actions are actionable under federal statutes providing a
27 **private right of action**, including but not limited to:
28

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- 1 • **12 U.S. Code § 503** – Allows individuals harmed by the embezzlement or
2 misapplication of funds to seek civil remedies.
- 3 • **18 U.S. Code § 656 (Theft, Embezzlement, or Misapplication by Bank**
4 **Officer or Employee)** – Criminalizes the willful misapplication, abstraction,
5 or embezzlement of funds by any officer, director, agent, or employee of a
6 financial institution, Federal Reserve bank, or insured depository
7 institution.
- 8 • **Federal and State Consumer Protection Laws** – Prohibit deceptive and fraudulent
9 practices in financial transactions, including wrongful claims of ownership.

10 135. Defendants violated fiduciary duties owed to Plaintiffs as property owners
11 and rightful asset holders by acting in bad faith and without lawful authority,
12 willfully misapplying funds, purloining assets, and engaging in acts of fraud,
13 resulting in injury, harm, and damages to Plaintiffs.

14 136. Defendants' conduct constitutes willful and intentional violations of the law
15 and warrants treble damages pursuant to applicable statutes.

16 137. **18 U.S. Code § 656 (Theft, Embezzlement, or Misapplication by Bank**
17 **Officer or Employee)** expressly stipulates that:

18 *“Whoever, being an officer, director, agent or employee of, or connected in any*
19 *capacity with any Federal Reserve bank, member bank, depository institution*
20 *holding company, national bank, insured bank, branch or agency of a foreign bank,*
21 *or organization operating under section 25 or section 25(a) of the Federal Reserve*
22 *Act, or a receiver of a national bank, insured bank, branch, agency, or organization*
23 *or any agent or employee of the receiver, or a Federal Reserve Agent, or an agent or*
24 *employee of a Federal Reserve Agent or of the Board of Governors of the Federal*
25 *Reserve System, embezzles, abstracts, purloins or willfully misapplies any of the*
26 *moneys, funds or credits of such bank, branch, agency, or organization or holding*
27 *company or any moneys, funds, assets or securities entrusted to the custody or care*
28 *of such bank, branch, agency, or organization, or holding company or to the custody*

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1 or care of any such agent, officer, director, employee or receiver, shall be fined not
2 more than \$1,000,000 or **imprisoned not more than 30 years, or both...**"

3 As a direct result of Defendants' theft, embezzlement, and fraudulent
4 misapplication of funds and assets, Plaintiffs have suffered **financial loss,**
5 **deprivation of property, reputational harm, and emotional distress.**

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

7 **(For Fraud, Forgery, and Unauthorized Use of Identity against all**
8 **Defendants)**

9 138. Plaintiffs re-affirm and incorporate paragraphs 1 through 137 as if fully set
10 forth herein.

11 139. Plaintiffs affirm that Defendants illegally, unlawfully, and
12 unconstitutionally used Plaintiffs' identity, including estate and trust information,
13 without Plaintiffs' consent or authorization, for their own benefit by creating false
14 financial instruments, misrepresentations, and fraudulent claims to the subject
15 private property.

16 140. Defendants intentionally, willfully, and knowingly engaged in **fraudulent**
17 **conduct** by attempting to **unlawfully and unconstitutionally seize Plaintiffs'**
18 **private property** without Plaintiffs' consent or any legal or lawful authority. In
19 furtherance of their **illegal, unlawful, and unconstitutional actions**, Defendants:

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

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

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- 1 • **15 U.S. Code § 1681n (Fair Credit Reporting Act)** – Provides a private right
2 of action for willful and knowing violations related to the misuse of
3 personal and financial information.
- 4 • **15 U.S. Code § 1692e (Fair Debt Collection Practices Act)** – Provides a
5 private right of action prohibiting false, deceptive, or misleading
6 representations in the collection of debts.
- 7 • **18 U.S. Code § 1028A (Aggravated Identity Theft)** – Establishes criminal
8 liability and additional penalties for knowingly using or transferring
9 another person's identity without lawful authority.
- 10 • **State Civil Code on Forgery or Fraudulent Misrepresentation** –
11 Provides a private right of action prohibiting the falsification of
12 documents and misrepresentation in financial transactions and
13 property matters.

14 **142. Private Right of Action:** Plaintiffs assert a **private right of action** to enforce
15 their rights under the **Fair Credit Reporting Act (15 U.S.C. § 1681n)**, the **Fair Debt**
16 **Collection Practices Act (15 U.S.C. § 1692e)**, and applicable state and federal laws
17 **prohibiting identity theft, fraud, and forgery.**

18 **143.** Plaintiffs further affirm that Defendants' conduct constitutes a **willful and**
19 **intentional scheme to deprive Plaintiffs of their property**, as follows:

- 20 • **The creation of false financial instruments and forged signatures**
21 **demonstrates a pattern of fraudulent misrepresentation and forgery.**
- 22 • **The misuse of Plaintiffs' identity**, including estate and trust information,
23 **constitutes a direct violation of Plaintiffs' rights to privacy, autonomy, and**
24 **protection from unauthorized exploitation.**

25 **144.** Defendants' **unlawful** actions have directly caused **harm** to Plaintiffs,
26 **including:**

- 27 • **Loss of property value, enjoyment, and equity.**
- 28 • **Emotional distress, humiliation, mental trauma, and reputational harm.**

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- 1 • **Financial expenses incurred in defending against fraudulent seizure**
2 **actions and restoring rightful title to the property.**

3 145. Defendants' actions rise to the level of gross and intentional misconduct,
4 warranting the imposition of treble damages pursuant to applicable civil statutes
5 and laws governing fraudulent conduct.

6 146. **18 U.S. Code § 1025 (Fraudulent Acquisition of Property or Signatures)**
7 expressly stipulates:

8 *"Whoever, upon any waters or vessel within the special maritime and territorial*
9 *jurisdiction of the United States, by any fraud, or false pretense, obtains from any*
10 *person anything of value, or procures the execution and delivery of any instrument*
11 *of writing or conveyance of real or personal property, or the signature of any*
12 *person, as maker, endorser, or guarantor, to or upon any bond, bill, receipt,*
13 *promissory note, draft, or check, or any other evidence of indebtedness, or*
14 *fraudulently sells, barters, or disposes of any bond, bill, receipt, promissory note,*
15 *draft, or check, or other evidence of indebtedness, for value, knowing the same to be*
16 *worthless, or knowing the signature of the maker, endorser, or guarantor thereof to*
17 *have been obtained by any false pretenses, shall be fined under this title or*
18 *imprisoned not more than five years, or both."*

19 147. **18 U.S. Code § 1028A (Aggravated Identity Theft)** expressly stipulates:

20 *"Whoever, during and in relation to any felony violation enumerated in subsection*
21 *(c), knowingly transfers, possesses, or uses, without lawful authority, a means of*
22 *identification of another person shall, in addition to the punishment provided for*
23 *such felony, be sentenced to a term of imprisonment of 2 years. (2) Terrorism*
24 *offense. – Whoever, during and in relation to any felony violation enumerated in*
25 *section 2332b(g)(5)(B), knowingly transfers, possesses, or uses, without lawful*
26 *authority, a means of identification of another person or a false identification*
27 *document shall, in addition to the punishment provided for such felony, be*
28 *sentenced to a term of imprisonment of 5 years."*

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1 148. As a direct result of Defendants' fraud, forgery, and unauthorized use of
2 Plaintiffs' identity, Plaintiffs have suffered financial loss, deprivation of property,
3 reputational harm, and emotional distress.

4 ***FIFTH (5th) CAUSE OF ACTION***
5 **(For Monopolization of Trade and Commerce, and Unfair Business**
6 **Practices against all Defendants)**

7 149. Plaintiffs re-affirm and incorporate paragraphs 1 through 148 as if fully set
8 forth herein.

9 150. Plaintiffs affirm that Defendants, in violation of 15 U.S.C. § 2, willfully
10 engaged in **monopolization of trade and commerce** by manipulating financial
11 systems and processes to further their fraudulent objectives. Specifically,
12 Defendants engaged in **illegal and unlawful conduct**, including but not limited to:

- 13 • **Fabricating false debts** and creating **fraudulent security interests** without
14 Plaintiffs' knowledge, authorization, or consent.
- 15 • **Utilizing financial institutions** to process **unlawful and unconstitutional**
16 **seizures of private property** through fraudulent claims.
- 17 • **Engaging in deceptive and unfair business practices** designed to
18 **monopolize trade and commerce, restrain competition, and deprive**
19 **Plaintiffs of their rightful property and legal protections.**

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

- 23 • **15 U.S.C. § 15(a) (Clayton Act)** – Provides a **private right of action** for
24 damages resulting from anticompetitive and monopolistic practices.
- 25 • **15 U.S.C. § 2 (Sherman Act)** – Prohibits monopolization, attempts to
26 monopolize, and conspiracies to monopolize trade and commerce.
- 27 • **State Unfair Competition Laws** – Prohibit **fraudulent, deceptive, and**
28 **unlawful business practices** in trade and commerce.

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- 1 • **Uniform Commercial Code (U.C.C.)** – Governs **negotiable instruments,**
2 **discharge of obligations, and fair trade practices.**

3 **152. Private Right of Action:** Plaintiffs assert a private right of action to enforce
4 their rights under 15 U.S.C. § 15(a) (Clayton Act), the Sherman Act (15 U.S.C. § 2),
5 state unfair competition laws, and the UCC to seek appropriate remedies, including
6 but not limited to:

- 7 • **Compensatory damages for financial harm.**
8 • **Treble damages under 15 U.S.C. § 15(a).**
9 • **Injunctive relief to prevent further monopolistic and fraudulent practices.**

10 **153.** As part of this fraudulent scheme, Defendants engaged in unfair and
11 deceptive business practices by:

- 12 • **Creating false debts and fabricating fraudulent security interests.**
13 • **Fraudulently misrepresenting and concealing material facts** regarding the
14 **nature and validity of alleged debts.**
15 • **Engaging in a calculated effort to monopolize trade and commerce** by
16 **suppressing competition and enforcing unlawful claims against Plaintiffs’**
17 **private property.**
18 • **Violating Plaintiffs’ rights under applicable common law and civil**
19 **statutes.**

20 **154.** Plaintiffs further allege that Defendants’ actions were part of a broader
21 scheme to unfairly restrain trade and commerce by:

- 22 • **Leveraging fraudulent financial instruments** to secure unlawful gains.
23 • **Misusing public policy and statutory frameworks** to enforce monopolistic
24 **practices.**
25 • **Exploiting their position of power within the financial system** to deprive
26 **Plaintiffs of lawful protections and remedies.**

27 **155.** Plaintiffs affirm that Defendants’ actions, in violation of 15 U.S.C. § 2,
28 caused direct harm and damages to Plaintiffs’ financial and legal interests.

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1 **156. 15 U.S.C. § 2 (Sherman Act) expressly stipulates:**

2 *“Every person who shall monopolize, or attempt to monopolize, or combine or conspire*
3 *with any other person or persons, to monopolize any part of the trade or commerce among*
4 *the several States, or with foreign nations, shall be deemed guilty of a felony, and, on*
5 *conviction thereof, shall be punished by fine not exceeding \$100,000,000 if a corporation,*
6 *or, if any other person, \$1,000,000, or by imprisonment not exceeding 10 years, or by both*
7 *said punishments, in the discretion of the court.”*

8 157. Plaintiffs affirm that Defendants’ illegal, unlawful, and unconstitutional
9 practices directly resulted in injury and harm, warranting the imposition of treble
10 damages under 15 U.S.C. § 15(a), which provides for compensation in cases of
11 antitrust violations and monopolistic practices.

12 158. Plaintiffs further affirm that Defendants’ conduct constitutes willful,
13 intentional, and egregious violations of their rights, including but not limited
14 to:

- 15 • **Deprivation of property without due process of law.**
16 • **Restraint of trade and competition in violation of public policy.**
17 • **Fraudulent business practices designed to defraud Plaintiffs and gain**
18 **unlawful advantage.**

19 159. As a direct result of Defendants’ monopolization of trade and commerce
20 and unfair business practices, Plaintiffs have suffered financial loss, deprivation of
21 property, reputational harm, and emotional distress

22 ***SIXTH (6th) CAUSE OF ACTION***

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

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

25 160. Plaintiffs re-affirm and incorporate paragraphs 1 through 159 as if fully set forth herein.

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

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1 162. Plaintiffs affirm that Defendants engaged in **illegal, unlawful, and coercive**
2 **actions** by threatening the **unconstitutional and unlawful seizure of Plaintiffs'**
3 **private property** through fraudulent enforcement proceedings. These actions
4 included but were not limited to:

- 5 • **Attempting to coerce Plaintiffs into complying with baseless and**
6 **unlawful financial demands** under the imminent threat of losing their
7 property.
- 8 • **Depriving Plaintiffs of their property rights and protections secured**
9 **by the Fifth and Fourteenth Amendments of the United States**
10 **Constitution.**
- 11 • **Exercising fraudulent and deceptive practices designed to unjustly enrich**
12 **Defendants at Plaintiffs' expense.**

13 163. Plaintiffs affirm that Defendants' actions **violated Plaintiffs' due process**
14 **rights**, as secured by the **Fifth and Fourteenth Amendments**, by failing to provide
15 **proper notice, fair hearings, and lawful justification** for their unconstitutional and
16 unlawful enforcement actions.

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

- 20 • **The right to due process of law**, secured and protected by the **Fifth and**
21 **Fourteenth Amendments** of the Constitution.
- 22 • **The right to be free from coercion and extortion under color of law.**
- 23 • **The right to enjoy private property without unlawful interference or**
24 **deprivation.**

25 165. **Private Right of Action:** Plaintiffs demand relief for the injury, damage, and
26 harm caused by Defendants' actions, as authorized under **42 U.S.C. § 1983**, which
27 provides a **private right of action** for the deprivation of constitutional rights under
28 color of state law.

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1 166. 18 U.S.C. § 241 (Conspiracy Against Rights) expressly stipulates:

2 *“If two or more persons conspire to injure, oppress, threaten, or intimidate any person in*
3 *any State, Territory, Commonwealth, Possession, or District in the free exercise or*
4 *enjoyment of any right or privilege secured to him by the Constitution or laws of the*
5 *United States, or because of his having so exercised the same; or If two or more persons go*
6 *in disguise on the highway, or on the premises of another, with intent to prevent or hinder*
7 *his free exercise or enjoyment of any right or privilege so secured – They shall be fined*
8 *under this title or imprisoned not more than ten years, or both.”*

9 167. Plaintiffs further affirm that Defendants, acting under the authority and
10 guise of legal processes, conspired to deprive Plaintiffs of their **constitutional**
11 **rights**. These actions represent a **calculated** effort to abuse their positions and
12 disregard established legal and constitutional protections.

13 168. Plaintiffs further affirm that Defendants’ actions represent a systematic and
14 deliberate violation of Plaintiffs’ rights and protections under the United States
15 Constitution and federal law, warranting full and appropriate relief as determined
16 by this Court.

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

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

25 **SEVENTH CAUSE OF ACTION**

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

27 171. Plaintiffs re-affirm and incorporate paragraphs 1 through 170 as if fully set
28 forth herein.

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1 172. Defendants employed **coercive tactics**, including the **unlawful and**
2 **unconstitutional seizure of private property, threats, and false claims of**
3 **authority**, to compel Plaintiffs to act against their interests and submit to fraudulent
4 claims. These actions constitute a **violation of 42 U.S.C. § 1983**, which provides a
5 **private right of action** for the deprivation of rights secured by the **Constitution**
6 **and federal law**. Defendants, **acting under color of law, have deprived Plaintiffs**
7 **of their property rights**, as secured under the **Fifth and Fourteenth Amendments**
8 of the Constitution.

9 173. Defendants' actions also constitute **violations of 15 U.S.C. § 1 of the**
10 **Sherman Antitrust Act**, which prohibits **conspiracies to restrain trade or**
11 **commerce**. If these coercive and unlawful seizures of private property were part of
12 a broader effort to **monopolize or restrain trade** (e.g., through fraudulent property
13 acquisition or market manipulation), such actions would be in direct violation of
14 **federal antitrust law**.

15 174. Moreover, by engaging in these unlawful activities, Defendants have
16 **unlawfully received and benefited from extortion proceeds** obtained through
17 fraudulent means, thus constituting **unjust enrichment** under the **Restatement**
18 **(Second) of Torts**, which provides for civil remedies when one party benefits at the
19 expense of another through wrongful conduct. The **wrongful nature of**
20 **Defendants' actions** has caused **significant injury and harm** to Plaintiffs,
21 warranting **restitution, disgorgement of ill-gotten gains, and other appropriate**
22 **remedies**.

23 175. **Private Right of Action:** Plaintiffs assert a private right of action to enforce
24 their rights under 42 U.S.C. § 1983, 15 U.S.C. § 1 (Sherman Act), the Restatement
25 (Second) of Torts (Unjust Enrichment), and applicable federal extortion laws to seek
26 appropriate remedies, including but not limited to:

- 27 • **Compensatory damages for financial harm.**
28 • **Treble damages under 15 U.S.C. § 15(a).**

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- 1 • **Restitution and disgorgement of all fraudulently obtained proceeds.**
- 2 • **Injunctive relief to prevent further extortionate and fraudulent**
- 3 **practices.**
- 4 • Defendants **employed coercive tactics**, including but not limited to:
- 5 • **Unlawful and unconstitutional seizure of private property through**
- 6 **fraudulent claims and misrepresentation of legal authority.**
- 7 • **Threats and intimidation tactics** aimed at forcing Plaintiffs into compliance
- 8 with fraudulent demands.
- 9 • **Fabrication of false debts and fraudulent security interests** designed to
- 10 unlawfully extract financial benefits from Plaintiffs.

11 176. Defendants' actions constitute a violation of 18 U.S.C. § 880, which
12 criminalizes the receipt of extortion proceeds. By engaging in these unlawful
13 activities, Defendants have unlawfully received and benefited from extortion
14 proceeds obtained through fraudulent means, thereby reinforcing the wrongful
15 nature of their actions and the resulting harm inflicted upon Plaintiffs.

16 177. **18 U.S.C. § 880 (Receiving Extortion Proceeds)** expressly stipulates:

17 *"A person who receives, possesses, conceals, or disposes of any money or other*
18 *property which was obtained from the commission of any offense under this chapter*
19 *that is punishable by imprisonment for more than 1 year, knowing the same to have*
20 *been unlawfully obtained, shall be imprisoned not more than 3 years, fined under*
21 *this title, or both."*

22 178. As a direct result of Defendants' receipt of extortion proceeds, Plaintiffs
23 have suffered financial loss, deprivation of property, reputational harm, and
24 emotional distress.

25 ***EIGHTH (8th) CAUSE OF ACTION***
26 **(For False Pretenses and Fraud all Defendants)**

27 179. Plaintiffs re-affirm and incorporate paragraphs 1 through 178 as if set forth
28 herein.

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1 180. Defendants' Fraudulent Actions and 'Fraud in the Factum':
2 Defendants willfully and intentionally engaged in **fraudulent actions** by
3 knowingly misrepresenting material facts and creating **fraud in the factum**,
4 concerning the **interest, ownership, title, and authority** to execute the
5 **unlawful and unconstitutional seizure of private property**. These actions
6 were conducted under **blatantly fraudulent and false pretenses**, and
7 ignorance of the law is no excuse.

8 181. **False Claims of Debt and Fraudulent Proceedings:** Defendants willfully
9 and intentionally:

- 10 • **Created false claims of debt** to deceive Plaintiffs into compliance with
11 fraudulent demands.
- 12 • **Placed fraudulent documents** in the post office or authorized depositories
13 for mail, constituting mail fraud.
- 14 • **Initiated unlawful and unconstitutional enforcement actions** that lacked
15 any lawful or legal basis.

16 182. By engaging in these fraudulent actions, Defendants **wrongfully deprived**
17 **Plaintiffs of property or assets through deceptive means**, causing **direct financial**
18 **harm and legal injury** to Plaintiffs.

19 183. **Fraudulent Tactics and Deceptive Representations:** Defendants **employed**
20 **fraudulent tactics**, including but not limited to:

- 21 • **Unlawful initiation of transactions under false pretenses.**
- 22 • **Deceitful representations and the use of fraudulent instruments** to obtain
23 property from Plaintiffs.
- 24 • **Procuring signatures under false pretenses**, knowing that the documents
25 and signatures were obtained through fraudulent misrepresentations.

26 184. **Defendants' Conduct Constitutes Fraud and Misrepresentation:**
27 Defendants' actions constitute fraud and misrepresentation under common law tort
28 principles, including fraudulent misrepresentation and false pretenses. This

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1 conduct entitles Plaintiffs to seek damages and remedies for the unlawful
2 appropriation of property.

3 **185. Unlawful Benefit from Fraudulent Conduct:** Defendants **unlawfully**
4 **benefited** from Plaintiffs by **fraudulently obtaining property, goods, services, or**
5 **financial benefits, which constitutes a breach of duty** to Plaintiffs. By obtaining
6 property or value through fraud, Defendants have caused **significant harm and**
7 **financial loss** to Plaintiffs.

8 **186. Specific Fraudulent Actions by Defendants:** Defendants' fraudulent acts
9 include, but are not limited to:

- 10 • **Use of Fraudulent Instruments** – Defendants used, attempted to use, or
11 procured the use of fraudulent documents, including **forged contracts,**
12 **falsified notes, or other fraudulent evidence of debt, to transfer or**
13 **encumber Plaintiffs' property.**
- 14 • **False Pretenses** – Defendants made **false and misleading representations**
15 **with intent to deceive** Plaintiffs into **parting with property or financial**
16 **assets.** Plaintiffs reasonably relied upon these false representations to their
17 detriment.
- 18 • **Misappropriation of Property** – Defendants unlawfully obtained **property,**
19 **money, or goods** through **fraud, deceit, or false pretenses,** knowing that
20 the property was obtained **through fraudulent means.**

21 **187. Damages from Fraudulent Conduct:** As a **direct result** of Defendants'
22 fraudulent conduct, Plaintiffs have suffered:

- 23 • **Actual damages** for property lost or fraudulently obtained.
- 24 • **Consequential damages** resulting from Defendants' fraudulent actions.
- 25 • **Punitive damages** due to Defendants' **willful and intentional misconduct.**

26 **188. Private Right of Action:** Plaintiffs assert a private right of action under:

- 27 • **18 U.S.C. § 1964 (RICO)** – Defendants' fraudulent conduct constitutes
28 **racketeering activity,** allowing Plaintiffs to seek treble damages.

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- 1 • **15 U.S.C. § 1 (Sherman Antitrust Act)** – Provides a private right of action
2 for **fraudulent practices that restrain trade or commerce** through false
3 pretenses.
- 4 • **State Fraud and Deceit Laws** – Plaintiffs are entitled to seek **damages for**
5 **fraud, deceit, and misrepresentation under state law tort claims.**

6 189. **Recovery and Restitution:** Defendants' actions entitle Plaintiffs to:

- 7 • **Actual damages** for property lost or fraudulently obtained.
- 8 • **Consequential damages** resulting from Defendants' fraudulent actions.
- 9 • **Punitive damages** due to Defendants' willful and intentional misconduct.
- 10 • **Equitable relief**, including but not limited to the return of **wrongfully**
11 **obtained property** or its financial equivalent.

12 190. **Unjust Enrichment:** Defendants have been unjustly enriched by receiving
13 property or benefits through fraudulent means. Equity demands that Defendants
14 return the unjustly obtained property or its value. Plaintiffs seek the following legal
15 and equitable remedies:

- 16 • **Restitution of all credits, money, funds, property, or financial value**
17 **wrongfully obtained by Defendants.**
- 18 • **Full compensation for the harm suffered, including consequential and**
19 **punitive damages** resulting from Defendants' fraudulent conduct.

20 191. **18 U.S. Code § 1341 (Frauds and Swindles)** Expressly Stipulates:

21 *“Whoever, having devised or intending to devise any scheme or artifice to defraud,*
22 *or for obtaining money or property by means of false or fraudulent pretenses,*
23 *representations, or promises, or to sell, dispose of, loan, exchange, alter, give away,*
24 *distribute, supply, or furnish or procure for unlawful use any counterfeit or*
25 *spurious coin, obligation, security, or other article, or anything represented to be or*
26 *intimated or held out to be such counterfeit or spurious article, for the purpose of*
27 *executing such scheme or artifice or attempting so to do, places in any post office or*
28 *authorized depository for mail matter, any matter or thing whatever to be sent or*

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1 *delivered by the Postal Service, or deposits or causes to be deposited any matter or*
2 *thing whatever to be sent or delivered by any private or commercial interstate*
3 *carrier, or takes or receives therefrom, any such matter or thing, or knowingly*
4 *causes to be delivered by mail or such carrier according to the direction thereon, or*
5 *at the place at which it is directed to be delivered by the person to whom it is*
6 *addressed, any such matter or thing, shall be fined under this title or imprisoned*
7 *not more than 20 years, or both."*

8 192. If the violation involves a financial institution, the penalty increases to
9 imprisonment of up to 30 years and a fine of up to \$1,000,000.

10 193. As a direct result of Defendants' **false pretenses and fraudulent conduct**,
11 Plaintiffs have suffered financial loss, deprivation of property, reputational harm,
12 and emotional distress.

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

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

15 194. Plaintiffs re-affirm and incorporate paragraphs 1 through 193 as if set forth
16 herein.

17 **195. Acknowledgment of Unrebutted Affidavits:** As considered, agreed, and
18 admitted by Defendants in the unrebutted affidavits (Exhibits E, F, G, and H),
19 Defendants knowingly and willfully engaged in threatening conduct, including
20 threats of harm and extortion, in violation of applicable laws concerning
21 internationally protected persons, foreign officials, and nationals of the United
22 States.

23 **196. Extortionate Demands and Coercion:** Defendants made **extortionate**
24 **demands** or threats to **influence or coerce Plaintiffs** through **intimidation, fraud,**
25 **or force**, knowing that such threats would lead to harm or unlawful actions that
26 would benefit Defendants.

27 **197. Nature of Defendants' Threats and Extortionate Conduct:** Defendants'
28 actions include but are not limited to:

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- 1 • **Threatening to violate the rights or safety of an internationally protected**
- 2 **person or foreign official, as defined under 18 U.S.C. § 112 (Protection of**
- 3 **Foreign Officials, Official Guests, and Internationally Protected Persons).**
- 4 • **Making extortionate demands** in connection with the threats described
- 5 above.
- 6 • **Using threats, coercion, and intimidation** to force Plaintiffs into compliance
- 7 with **unlawful demands.**

8 **198. Coercion and Extortion:** By engaging in these unlawful and
9 unconstitutional actions, Defendants knowingly engaged in coercion and extortion,
10 using threats to unlawfully influence or compel Plaintiffs to act against their
11 interests or submit to Defendants' fraudulent claims.

12 **199. Harm to Plaintiffs:** Defendants' **extortionate actions** directly harmed
13 Plaintiffs by:

- 14 • **Depriving Plaintiffs of their rights or property under duress or threat of further**
- 15 **deprivation and harm.**
- 16 • **Forcing Plaintiffs into submission through unlawful intimidation.**
- 17 • **Inflicting financial, reputational, and legal damages** through coercive tactics.

18 **200. Unjust Enrichment of Defendants:** Defendants made these extortionate
19 demands with full knowledge of their unlawfulness, intending to benefit from the
20 coerced conduct. Defendants' fraudulent and coercive actions have resulted in
21 unjust enrichment, which demands restitution under the principles of equity and
22 common law fraud.

23 **201. Private Right of Action:** Plaintiffs assert a **private right of action** under:

- 24 • **18 U.S.C. § 873 (Extortion by Officers or Employees of the United**
- 25 **States)** – Provides a **civil remedy** for individuals who have been
- 26 victims of extortion.
- 27 • **18 U.S.C. § 878 (Threats and Extortion Against Foreign Officials,**
- 28 **Official Guests, or Internationally Protected Persons)** – Establishes

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1 penalties for **coercion, threats, and extortionate demands** tied to
2 federally protected persons or entities.

- 3 • **Civil RICO (18 U.S.C. § 1964)** – Allows Plaintiffs to pursue damages
4 **when extortion is tied to racketeering activities** that involve **coercive**
5 **tactics to gain unlawful financial benefits.**

6 **202. Civil Cause of Action for Extortion and Coercion:** Defendants' actions are
7 subject to **private civil liability** for:

- 8 • **Compensatory damages** for Plaintiffs due to Defendants' extortion attempts,
9 which forced Plaintiffs into compliance through unlawful demands.
- 10 • **Punitive damages** for Defendants' **intentional, willful, and malicious**
11 **extortion** under 18 U.S.C. § 878, which provides for **criminal penalties** as
12 well as **civil liability** in cases of **coercion, threats, or extortion.**
- 13 • **Consequential damages** resulting from Defendants' **coercive actions,**
14 including **financial and reputational harm.**
- 15 • **Equitable relief,** including **restitution and the return of any property**
16 **wrongfully obtained through extortion.**

17 **203. Violation of Constitutional and Statutory Rights:** Defendants' conduct
18 also constitutes a violation of Plaintiffs' constitutional and statutory rights,
19 including but not limited to:

- 20 • **Unlawful coercion and the deprivation of property.**
- 21 • **The use of intimidation and extortion to override due process protections.**
- 22 • **Forcing Plaintiffs to act against their will under the threat of harm.**
- 23 • **Relevant Statutes and Legal Precedent**

24 **204. 18 U.S. Code § 878 (Threats and Extortion Against Foreign Officials,**
25 **Official Guests, or Internationally Protected Persons)** expressly stipulates:

26 *"(a) Whoever knowingly and willfully threatens to violate 18 U.S. Code § 112, 18*
27 *U.S. Code § 1116, or 18 U.S. Code § 1201 shall be fined under this title or*
28 *imprisoned not more than five years, or both, except that imprisonment for a*

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1 *threatened assault shall not exceed three years.*

2 *(b) Whoever in connection with any violation of subsection (a) or actual violation of*
3 *18 U.S. Code § 112, 18 U.S. Code § 1116, or 18 U.S. Code § 1201 makes any*
4 *extortionate demand shall be fined under this title or imprisoned not more than*
5 *twenty years, or both.*

6 *(c) For the purpose of this section, "foreign official," "internationally protected*
7 *person," "national of the United States," and "official guest" shall have the same*
8 *meanings as those provided in 18 U.S. Code § 1116(a).*

9 *(d) If the victim of an offense under subsection (a) is an internationally protected*
10 *person outside the United States, the United States may exercise jurisdiction over*
11 *the offense if:*

- 12 *- The victim is a representative, officer, employee, or agent of the United States.*
13 *- The offender is a national of the United States.*
14 *- The offender is afterward found in the United States.*

15 **205. Relief Sought:** Plaintiffs seek the following **civil and equitable remedies:**

- 16 • **Compensatory damages** for the harm suffered due to the **unlawful and**
17 **extortionate conduct** of Defendants.
- 18 • **Consequential damages** arising from Defendants' coercive actions,
19 including **financial and reputational harm**.
- 20 • **Punitive damages** for Defendants' intentional, malicious, and willful
21 **misconduct** in unlawfully threatening and coercing Plaintiffs.
- 22 • **Restitution and disgorgement** of any wrongfully obtained property or
23 **financial gains** resulting from extortion and coercion.
- 24 • **Equitable relief**, including an injunction against further coercive or
25 **extortionate conduct** by Defendants.
- 26 • As a **direct result of Defendants' coercion, extortion, and unjust**
27 **enrichment**, Plaintiffs have suffered **financial loss, emotional distress,**
28 **reputational harm, and the deprivation of their rights under federal law.**

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1 **TENTH (10th) CAUSE OF ACTION**
2 **(For Racketeering against all Defendants)**

3 206. Plaintiff re-alleges and incorporate paragraphs 1 through 205 as if set forth herein.

4 **207. Defendants' Racketeering Scheme:** Defendants willfully and intentionally
5 engaged in a pattern of racketeering activity designed to defraud, extort, and
6 unlawfully deprive Plaintiffs of their property and rights. This conduct constitutes
7 racketeering under 18 U.S.C. § 1961 et seq., as Defendants engaged in multiple
8 predicate acts of fraud, extortion, mail and wire fraud, conspiracy, and the unlawful
9 assertion of jurisdiction to further their scheme.

10 208. Defendants' actions include but are not limited to:

- 11 • **Fraudulent misrepresentations regarding financial transactions, debt**
- 12 **obligations, and the creation of money.**
- 13 • **Knowingly asserting false claims of debt to coerce compliance.**
- 14 • **Filing fraudulent documents with courts and financial institutions to**
- 15 **legitimize unlawful claims.**
- 16 • **Attempting to force Plaintiffs into their jurisdiction despite being made**
- 17 **aware of the lack of jurisdiction.**
- 18 • **Conspiring to violate Plaintiffs' constitutional rights through coercion,**
- 19 **intimidation, and fraudulent legal actions.**

20 209. Defendants' actions were committed as part of a broader scheme to **extort**
21 **financial and property interests from Plaintiffs through fraudulent and deceptive**
22 **practices, demonstrating a clear pattern of racketeering activity as defined under**
23 **18 U.S.C. § 1961(1).**

24 **210. Predicate Acts of Racketeering:** Defendants have engaged in multiple
25 **predicate acts of racketeering, including but not limited to:**

- 26 • **Mail Fraud (18 U.S.C. § 1341) – Defendants used the U.S. mail and**
- 27 **commercial carriers to send fraudulent documents, false financial**
- 28 **claims, and unlawful notices to deceive Plaintiffs.**

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- 1 • **Wire Fraud (18 U.S.C. § 1343)** – Defendants transmitted fraudulent
2 communications via electronic means to further their racketeering
3 scheme.
- 4 • **Extortion (18 U.S.C. § 1951, Hobbs Act)** – Defendants used threats,
5 coercion, and intimidation to force Plaintiffs to submit to fraudulent
6 demands.
- 7 • **Money Laundering (18 U.S.C. §§ 1956, 1957)** – Defendants engaged in
8 financial transactions designed to disguise the fraudulent nature of
9 their activities.
- 10 • **Conspiracy to Commit Racketeering (18 U.S.C. § 1962(d))** –
11 Defendants conspired with others to carry out a pattern of
12 racketeering activity with the intent to defraud and extort Plaintiffs.

13 **211. Unlawful Assertion of Jurisdiction as a Racketeering Tactic:** Defendants'
14 **fraudulent assertion of jurisdiction** over Plaintiffs is an integral part of their
15 racketeering enterprise. Specifically, Defendants:

- 16 • **Falsely claimed authority over Plaintiffs despite being notified that no**
17 **jurisdiction existed.**
- 18 • **Attempted to coerce Plaintiffs into recognizing an unlawful jurisdiction**
19 **through fraud, intimidation, and economic duress.**
- 20 • **Conspired to use fraudulent legal proceedings as a means to enforce**
21 **illegitimate claims and extract financial gains from Plaintiffs.**

22 **212. This abuse of legal processes is a key racketeering tactic that violates 18**
23 **U.S.C. §§ 1341, 1343, 1951, and 1962.**

24 **213. Private Right of Action Under RICO:** Pursuant to 18 U.S.C. § 1964(c)
25 **(RICO)**, Plaintiffs assert a **private right of action** for damages resulting from
26 Defendants' **racketeering activities**, including but not limited to:

- 27 • **The unlawful deprivation of property and economic resources.**
- 28 • **Fraudulent legal claims and financial extortion.**

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- **Economic harm, reputational damage, and emotional distress.**

214. **Pattern of Racketeering Activity:** Defendants have engaged in a **pattern of racketeering activity**, demonstrating their intent to:

- **Defraud Plaintiffs through false financial claims and fraudulent transactions.**
- **Conceal unlawful financial transactions through fraudulent filings and misrepresentations.**
- **Coerce compliance through threats, deception, and financial manipulation.**
- **Enforce fraudulent claims through the unlawful assertion of jurisdiction.**

215. **Relief Sought:** As a **direct result** of Defendants' **racketeering and fraudulent conduct**, Plaintiffs have suffered:

- **Compensatory damages** for financial losses incurred as a result of the racketeering scheme.
- **Treble damages under 18 U.S.C. § 1964(c) (RICO)** due to the **extensive pattern of racketeering activity**.
- **Punitive damages** due to Defendants' **intentional and willful misconduct**.
- **Equitable relief**, including **injunctive relief to prevent further racketeering activity and disgorgement of unlawfully obtained property or funds**

ELEVENTH (11th) CAUSE OF ACTION

(For Bank Fraud against all Defendants)

216. Plaintiffs re-affirm and incorporate paragraphs 1 through 215 as if set forth herein.

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

1. Violation of 12 U.S. Code § 1831 – Bank Fraud

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

"Whoever knowingly executes, or attempts to execute, a scheme or

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1 artifice – (1) to defraud a financial institution; or (2) to obtain any of
2 the moneys, funds, credits, assets, securities, or other property owned
3 by, or under the custody or control of a financial institution, by means
4 of false or fraudulent pretenses, representations, or promises; shall be
5 fined not more than \$1,000,000 or imprisoned not more than 30 years,
6 or both.”

7 **2. Defendants’ Scheme to Defraud**

8 Defendants engaged in a deliberate and fraudulent scheme to defraud a
9 financial institution, specifically by placing fraudulent claims on the
10 property, misrepresenting ownership, and creating false debt instruments,
11 all under false pretenses. These actions were executed with the intent to
12 unlawfully obtain funds, securities, assets, and other property under the
13 custody and control of the financial institution.

14 **3. Plaintiff’s Financial Harm**

15 The fraudulent conduct perpetrated by Defendants caused substantial
16 financial harm to Plaintiff. By unlawfully manipulating financial assets and
17 misleading the financial institution, Defendants’ actions further violated
18 Plaintiff’s rights, resulting in significant economic damages.

19 **4. Damages Sought**

20 As a result of the Defendants’ violations of 12 U.S. Code § 1831, Plaintiff
21 seeks to recover compensatory damages, including but not limited to
22 financial losses, consequential damages, and any other relief the Court
23 deems appropriate. Additionally, Plaintiff seeks punitive damages in order
24 to deter further unlawful conduct

25 218. Defendants willfully and intentionally violated **18 U.S. Code § 1344 – Bank**
26 **Fraud**, which expressly stipulates: “Whoever knowingly executes, or attempts to
27 execute, a scheme or artifice – (1) to defraud a financial institution; or (2) to obtain
28 any of the moneys, funds, credits, assets, securities, or other property owned by,

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1 or under the custody or control of a financial institution, by means of false or
2 fraudulent pretenses, representations, or promises; shall be fined not more than
3 \$1,000,000 or imprisoned not more than 30 years, or both." Defendants engaged in a
4 scheme to defraud the financial institution by placing fraudulent claims on the
5 property, misrepresenting ownership, and creating false debt instruments, all while
6 under false pretenses. Their actions were designed to obtain funds, securities, and
7 assets unlawfully, further violating Plaintiff's rights and causing financial harm."

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

9 **(For Fraudulent Transportation and Transfer of Stolen Goods, Property,
10 and Securities against all Defendants)**

11 219. Plaintiffs re-affirm and incorporate paragraphs 1 through 218 as if set forth
12 herein.

13 220. **Defendants' Unlawful Actions:** Defendants willfully and knowingly
14 engaged in the unlawful transportation, transmission, and transfer of stolen,
15 converted, and fraudulently obtained goods, securities, and money across state
16 lines, in violation of:

- 17 • **18 U.S. Code § 2314** – Prohibits the interstate transportation of stolen,
18 converted, or fraudulently obtained property, including securities and
19 money.
- 20 • **18 U.S. Code § 2315** – Prohibits the receipt, possession, concealment, and
21 disposal of stolen or fraudulently obtained goods, securities, or money.
- 22 • **15 U.S. Code § 78j (Securities Exchange Act of 1934)** – Prohibits
23 manipulative and deceptive practices in connection with the purchase or
24 sale of securities.

25 221. Defendants engaged in a coordinated scheme to unlawfully acquire and
26 transfer Plaintiffs' property and financial interests, including but not limited to:

- 27 • **Real property fraudulently transferred through forged deeds and**
28 **fraudulent filings.**

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- 1 • **Monetary instruments and negotiable instruments** unlawfully converted
2 through deception and misrepresentation.
3 • **Financial securities and assets exceeding \$5,000 in value** obtained through
4 fraudulent means.

5 **222. Fraudulent Transfers and Participation in Deceptive Conduct:** Defendants
6 **knowingly participated** in fraudulent transfers of **assets and securities**, including
7 but not limited to:

- 8 • **Fabricated financial documents** falsely asserting ownership over Plaintiffs'
9 property.
10 • **Fraudulent deeds and forged instruments** used to unlawfully transfer
11 ownership of Plaintiffs' assets.
12 • **Misrepresentation of financial obligations** designed to coerce Plaintiffs
13 into **accepting false claims**.

14 **223.** These fraudulent activities were knowingly executed by Defendants despite
15 being on notice of their illegality, as evidenced by the verified and *unrebutted*
16 commercial affidavits (Exhibits E, F, G, and H).

17 **224. Conspiracy to Defraud:** Defendants conspired to transport and transfer
18 stolen goods, property, and financial securities, with the specific intent to:

- 19 • **Deprive Plaintiffs of their rightful assets.**
20 • **Conceal the fraudulent nature of their acquisitions.**
21 • **Manipulate financial records to create the appearance of legitimacy.**

22 **225.** This conspiracy violates 15 U.S. Code § 78j, which prohibits fraud,
23 misrepresentation, and deceptive conduct in the sale or transfer of securities.

24 **226. Execution of Fraudulent and Unlawful Transfers:** Defendants'
25 scheme to unlawfully transfer Plaintiffs' property, including financial
26 securities, was executed without legal authority or justification,
27 demonstrating:

- 28 • **Intentional misrepresentation** in legal filings and financial records.

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- 1 • **Knowingly transferring stolen and fraudulently acquired assets.**
- 2 • **Utilizing deceptive practices to obscure the unlawful nature of their**
- 3 **transactions.**

4 **227. Violations of the Fair Debt Collection Practices Act (FDCPA):** As further
5 evidenced by the unrebutted commercial affidavits, Defendants engaged in
6 fraudulent debt collection practices, in violation of:

- 7 • **15 U.S. Code § 1692 (FDCPA) – Prohibits deceptive and misleading debt**
- 8 **collection practices.**
- 9 • **15 U.S. Code § 1692e – Prohibits false representations and deceptive**
- 10 **conduct in the collection of debts.**
- 11 • **15 U.S. Code § 1692f – Prohibits unfair or unconscionable means to collect**
- 12 **or attempt to collect any debt.**

13 **228. Defendants:**

- 14 • **Falsely represented financial obligations** through fraudulent documents
15 **and fabricated debt instruments.**
- 16 • **Coerced Plaintiffs into compliance** using unlawful and deceptive
17 **tactics.**
- 18 • **Attempted to mislead Plaintiffs into relinquishing property, funds, or**
19 **assets under false pretenses.**

20 **229. Harm and Financial Loss:** As a direct result of Defendants' unlawful
21 conduct, Plaintiffs have suffered:

- 22 • **The wrongful deprivation of property and financial securities.**
- 23 • **Significant emotional distress and reputational harm.**
- 24 • **Financial damages resulting from forced legal proceedings to reclaim**
- 25 **unlawfully transferred assets.**
- 26 • **Loss of revenue**

27 **230. Private Right of Action and Relief Sought:** Plaintiffs assert a private right
28 of action under:

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- 1 • **18 U.S.C. § 2314 and § 2315** – Plaintiffs seek full **compensatory and treble**
- 2 **damages** for losses incurred due to Defendants' fraudulent transfer and
- 3 transportation of stolen property.
- 4 • **15 U.S. Code § 78j** – Plaintiffs seek **injunctive relief** and **damages** for
- 5 Defendants' deceptive and fraudulent securities transactions.
- 6 • **15 U.S. Code § 1692k (FDCPA)** – Plaintiffs are entitled to:
- 7 ○ **Actual damages** for financial loss.
- 8 ○ **Statutory damages** due to Defendants' deceptive debt collection
- 9 practices.
- 10 ○ **Attorney's fees and costs** associated with enforcing their rights.

11 231. Defendants have engaged in a systematic scheme to fraudulently transport
12 and transfer stolen property, securities, and financial instruments, in violation of
13 federal racketeering, fraud, and debt collection laws. Plaintiffs seek full redress,
14 damages, and equitable relief as provided under all applicable laws.

15 ***THIRTEENTH (13th) CAUSE OF ACTION***
16 **(For Torture against all Defendants)**

17 232. Plaintiffs re-affirm and incorporate paragraphs 1 through 231 as if set forth
18 herein.

19 233. **Defendants' Unlawful and Unconstitutional Acts:** Defendants willfully
20 and intentionally subjected Plaintiffs to unlawful and unconstitutional arrest,
21 detention, and involuntary imprisonment, constituting torture and cruel, inhuman,
22 and degrading treatment in violation of federal and international law. Defendants'
23 actions include but are not limited to:

- 24 • **The unlawful deprivation of Plaintiffs' liberty without due process of**
- 25 **law.**
- 26 • **The use of coercion, threats, and force to compel Plaintiffs into**
- 27 **compliance.**
- 28 • **The infliction of severe mental, emotional, and physical distress.**

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- 1 • **Deliberate indifference to Plaintiffs’ constitutional and human rights.**

2 234. These actions constitute acts of torture, as defined under 18 U.S.C. § 2340
3 and § 2340A (Torture Statute), which prohibits acts intended to inflict severe pain or
4 suffering, whether physical or mental, upon a person in custody or control of
5 government officials or agents.

6 **235. Unlawful Arrest and Involuntary Imprisonment as Torture:** Defendants
7 acted **under the color of law** to unlawfully seize, detain, and imprison Plaintiffs
8 without lawful authority, violating:

- 9 • **42 U.S.C. § 1983** - Deprivation of rights under the color of law.
10 • **42 U.S.C. § 1985** - Conspiracy to interfere with civil rights.
11 • **42 U.S.C. § 1986** - Neglect to prevent civil rights violations.

12 236. The false imprisonment and deprivation rights and of liberty were carried
13 out with:

- 14 • **No valid warrant or probable cause.**
15 • **No due process, lawful charges, or legitimate legal justification.**
16 • **No immediate access to legal counsel, communication, or redress.**

17 237. Defendants’ actions violated Plaintiffs’ fundamental rights, including but
18 not limited to:

- 19 • **The Fourth Amendment** – Protection against **unlawful searches and**
20 **seizures.**
21 • **The Fifth and Fourteenth Amendments** – Right to **due process and**
22 **protection against self-incrimination and coercion.**
23 • **The Eighth Amendment** – Prohibition of **cruel and unusual punishment,**
24 including inhumane treatment.

25 **238. Mental and Physical Suffering Inflicted:** Defendants’ coercive and
26 unlawful tactics caused Plaintiffs:

- 27 • **Severe emotional and psychological trauma,** including distress,
28 humiliation, and fear.

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- 1 • **Physical harm and deterioration due to mistreatment while unlawfully detained.**
2 • **Economic losses, reputational damage, and the deprivation of life, liberty,**
3 **and property.**

4 239. Defendants acted with intent to:

- 5 • **Break Plaintiffs' will through coercion, threats, and duress.**
6 • **Cause prolonged suffering through unlawful confinement and**
7 **psychological manipulation.**
8 • **Force Plaintiffs into compliance with fraudulent and unlawful legal**
9 **proceedings.**

10 240. **Private Right of Action and Relief Sought:** Plaintiffs assert a private right
11 of action under:

- 12 • **18 U.S.C. § 2340A** – Prohibiting acts of torture committed under color of
13 law.
14 • **42 U.S.C. § 1983** – Seeking damages for violations of constitutional
15 rights.
16 • **42 U.S.C. § 1985** – Seeking damages for conspiracy to violate civil
17 rights.
18 • **42 U.S.C. § 1986** – Seeking damages for failure to prevent rights
19 violations.

20 241. Plaintiffs Seek the Following Relief:

- 21 • **Compensatory damages** for physical, emotional, and economic harm.
22 • **Treble damages under 18 U.S.C. § 2340A for acts of torture.**
23 • **Punitive damages** to deter future unconstitutional conduct.
24 • **Injunctive relief** to prevent further abuse by Defendants.

25 242. Defendants deliberately engaged in acts of torture, unlawful imprisonment,
26 and cruel and inhumane treatment under color of law, violating constitutional,
27 statutory, and international human rights protections. Plaintiffs demand full
28 redress, damages, and equitable relief as provided under all applicable laws.

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1 **FOURTEENTH (14th) CAUSE OF ACTION**
2 **(For Kidnapping against all Defendants)**

3 243. Plaintiffs re-affirm and incorporate paragraphs 1 through 242 as if fully set
4 forth herein.

5 244. **Defendants' Unlawful and Unconstitutional Acts:** Defendants willfully
6 and intentionally engaged in the unlawful seizure, detention, and forced
7 transportation of Plaintiffs against their will, constituting kidnapping under federal
8 law. Defendants' actions include but are not limited to:

- 9 • **The unlawful deprivation of Plaintiffs' liberty through force, threats,**
10 **deception, or coercion.**
- 11 • **The illegal arrest, detention, and transportation of Plaintiffs without**
12 **lawful authority or due process.**
- 13 • **The use of intimidation and duress to compel Plaintiffs into submission.**
- 14 • **The refusal to recognize Plaintiffs' constitutional protections and lawful**
15 **objections.**

16 245. These actions constitute kidnapping as defined under 18 U.S.C. § 1201(a)
17 (Federal Kidnapping Act), which states:

18 *"Whoever unlawfully seizes, confines, inveigles, decoys, kidnaps, abducts, or*
19 *carries away and holds for ransom or reward or otherwise any person, except in the*
20 *case of a minor by the parent thereof, when – (1) the person is willfully transported*
21 *in interstate or foreign commerce, regardless of whether the person was alive when*
22 *transported; (2) the offender travels in interstate or foreign commerce or uses the*
23 *mail or any means, facility, or instrumentality of interstate or foreign commerce in*
24 *committing or in furtherance of the offense; (3) any person is kidnapped within the*
25 *special maritime and territorial jurisdiction of the United States; or (4) the offense*
26 *involves a foreign official, an internationally protected person, or an official guest as*
27 *those terms are defined in section 1116(b) of this title, shall be punished by*
28 *imprisonment for any term of years or for life."*

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1 **246. Unlawful Arrest and Forced Detention as Kidnapping:** Defendants acted
2 under the color of law to unlawfully seize, detain, and transport Plaintiffs without
3 legal authority, in violation of:

- 4 • **42 U.S.C. § 1983** – Deprivation of rights under color of law.
- 5 • **42 U.S.C. § 1985** – Conspiracy to interfere with civil rights.
- 6 • **42 U.S.C. § 1986** – Neglect to prevent civil rights violations.

7 **247.** The false arrest and forced detention were executed:

- 8 • **Without a valid warrant, probable cause, or lawful justification.**
- 9 • **Without providing Plaintiffs with due process or access to legal**
10 **representation.**
- 11 • **Through threats, coercion, and physical restraint, depriving Plaintiffs of**
12 **their freedom.**

13 **248.** Defendants' actions violated Plaintiffs' constitutional rights, including:

- 14 • **The Fourth Amendment** – Protection against **unlawful searches and**
15 **seizures.**
- 16 • **The Fifth and Fourteenth Amendments** – Right to **due process** and
17 **protection from unlawful detention.**
- 18 • **The Eighth Amendment** – Prohibition of **cruel and unusual**
19 **punishment.**
- 20 • **Forced Transportation and Deprivation of Liberty**

21 **249.** Defendants kidnapped Plaintiffs by physically restraining, transporting,
22 and detaining them against their will under fraudulent and unlawful pretense,
23 including but not limited to:

- 24 • **Forcing Plaintiffs into custody without lawful authority.**
- 25 • **Transporting Plaintiffs against their will to an undisclosed or**
26 **unauthorized location.**
- 27 • **Detaining Plaintiffs unlawfully while depriving them of communication**
28 **and legal recourse.**

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1 250. These actions constitute kidnapping and unlawful imprisonment,
2 carried out willfully and with deliberate intent to deprive Plaintiffs of their
3 rights.

4 251. **Harm and Damages Suffered:** As a direct result of Defendants' unlawful
5 conduct, Plaintiffs suffered:

- 6 • **Severe emotional distress, trauma, and psychological harm.**
- 7 • **Physical harm resulting from unlawful restraint and detention.**
- 8 • **Reputational damage, loss of income, and deprivation of life, liberty, and**
9 **property.**

10 252. **Private Right of Action and Relief Sought:** Plaintiffs assert a private right
11 of action under:

- 12 • **18 U.S.C. § 1201(a) (Federal Kidnapping Act)** – Prohibits the unlawful
13 seizure and transportation of individuals.
- 14 • **42 U.S.C. § 1983** – Provides for civil liability for those acting under color of
15 law who deprive individuals of their constitutional rights.
- 16 • **42 U.S.C. § 1985** – Prohibits conspiracies to interfere with constitutional
17 rights, including unlawful abduction.
- 18 • **42 U.S.C. § 1986** – Holds those accountable who fail to prevent civil rights
19 violations.

20 253. **Plaintiffs Seek the Following Relief:**

- 21 • **Compensatory damages** for emotional, physical, and financial harm.
- 22 • **Treble damages under 18 U.S.C. § 1201 for acts of kidnapping.**
- 23 • **Punitive damages** to deter future unlawful detentions and abductions.
- 24 • **Injunctive relief** to prevent further unlawful acts by Defendants.

25 254. **Defendants willfully and unlawfully seized, transported, and**
26 **detained Plaintiffs against their will, depriving them of their fundamental**
27 **rights. Plaintiffs demand full redress, damages, and equitable relief under**
28 **all applicable laws.**

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FIFTEENTH (15th) CAUSE OF ACTION
(Forced Peonage— Against all Defendants)

255. Plaintiffs re-affirm and incorporate paragraphs 1 through 254 as if fully set forth herein.

256. **Defendants’ Unlawful and Unconstitutional Acts:** Defendants willfully and intentionally subjected Plaintiffs to forced peonage, involuntary servitude, and economic coercion, in violation of federal law and constitutional protections. Plaintiffs were unlawfully compelled to work, perform obligations, or comply with fraudulent demands under duress, coercion, and the threat of legal and financial penalties, including but not limited to:

- **Unlawful and unconstitutional enforcement of financial claims without due process.**
- **Compelling Plaintiffs to pay or perform under threats of arrest, asset seizure, or legal action.**
- **Depriving Plaintiffs of their right to be free from involuntary servitude and forced labor.**
- **Using fraud, coercion, and intimidation to impose involuntary financial and contractual obligations.**

257. These actions constitute peonage and forced servitude under 18 U.S.C. § 1581 (Peonage Law), 18 U.S.C. § 1584 (Involuntary Servitude), and the Thirteenth Amendment of the United States Constitution, which prohibit:

"Holding or returning any person to a condition of peonage, or arresting them with the intent to place them in such condition."

"Knowingly and willfully holding any person in involuntary servitude, except as punishment for a crime whereof the party has been duly convicted."

258. **Defendants' Scheme to Enforce Peonage Through Coercion and Threats:** Defendants acted under color of law to compel Plaintiffs into compliance with fraudulent financial and legal demands, in violation of:

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- 1 • **42 U.S.C. § 1983** – Deprivation of rights under color of law.
- 2 • **42 U.S.C. § 1985** – Conspiracy to interfere with civil rights.
- 3 • **42 U.S.C. § 1986** – Neglect to prevent civil rights violations.
- 4 • **15 U.S.C. § 1692 (FDCPA)** – Prohibiting fraudulent and coercive financial
- 5 demands.

6 259. Defendants' actions forced Plaintiffs into involuntary compliance by:

- 7 • **Threatening financial ruin, legal penalties, and physical confinement to**
- 8 **compel labor, payment, or performance.**
- 9 • **Fabricating legal claims and financial obligations to keep Plaintiffs in a**
- 10 **cycle of perpetual servitude.**
- 11 • **Illegally seizing or threatening to seize Plaintiffs' property to enforce**
- 12 **compliance.**
- 13 • **Coercing Plaintiffs into fraudulent contractual agreements under**
- 14 **economic duress.**

15 260. **Economic Coercion as a Form of Peonage:** Defendants' fraudulent

16 enforcement of obligations through **threats, coercion, and economic restraint**

17 constitutes **forced peonage**, as:

- 18 • **Plaintiffs were unlawfully compelled to pay or perform under threat of**
- 19 **harm.**
- 20 • **Defendants unlawfully asserted financial and legal control over**
- 21 **Plaintiffs' lives.**
- 22 • **Plaintiffs were deprived of the ability to challenge these fraudulent**
- 23 **claims without severe financial and legal consequences.**

24 261. Defendants utilized legal and financial mechanisms to create a system

25 of involuntary servitude, using debt, force, and coercion as tools of control,

26 violating:

- 27 • **18 U.S.C. § 1581** – Peonage, compelling a person to work off a debt through
- 28 **force or threat.**

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- 1 • **18 U.S.C. § 1584** – Involuntary servitude, unlawfully coercing an individual
2 to labor against their will.
3 • **The Thirteenth Amendment** – Prohibiting slavery and involuntary
4 servitude except as punishment for a crime after due process.

5 **262. Harm and Damages Suffered:** As a **direct result** of Defendants'
6 actions, Plaintiffs have suffered:

- 7 • **Severe financial losses due to unlawful coercion.**
8 • **Emotional distress, mental anguish, and reputational damage.**
9 • **Deprivation of rights, property, and economic independence.**

10 **263. Private Right of Action and Relief Sought:** Plaintiffs assert a private
11 right of action under:

- 12 • **18 U.S.C. § 1581 (Peonage Law)** – Prohibiting forced labor or servitude
13 under threat or coercion.
14 • **18 U.S.C. § 1584 (Involuntary Servitude)** – Prohibiting the use of force or
15 legal coercion to enslave or control individuals.
16 • **42 U.S.C. § 1983** – Civil remedy for deprivation of rights under color of law.
17 • **42 U.S.C. § 1985** – Prohibiting conspiracies to interfere with constitutional
18 rights, including economic servitude.
19 • **42 U.S.C. § 1986** – Liability for failing to prevent civil rights violations.
20 • **15 U.S.C. § 1692 (FDCPA)** – Prohibiting deceptive financial practices and
21 coercion.

22 **264. Plaintiffs Seek the Following Relief:**

- 23 • **Compensatory damages** for financial, emotional, and reputational harm.
24 • **Treble damages under 18 U.S.C. § 1581 for forced peonage.**
25 • **Punitive damages** to deter future unconstitutional conduct.
26 • **Injunctive relief** to prevent further acts of peonage and forced servitude.

27 **265. Defendants willfully engaged in the unlawful imposition of forced**
28 **peonage and economic servitude, violating constitutional, statutory, and human**

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1 **rights protections.** Plaintiffs demand **full redress, damages, and equitable relief**
2 **under all applicable laws.**

3 ***SIXTEENTH (16th) CAUSE OF ACTION***
4 **(Unlawful Interference, Intimidation, Extortion, and Emotional**
5 **Distress – Against all Defendants)**

6 266. Plaintiffs re-affirm and incorporate paragraphs 1 through 265 as if fully set forth
7 herein.

8 **267. Defendants' Unlawful Conduct:** Defendants willfully and knowingly
9 engaged in unlawful interference, intimidation, and extortion, designed to coerce,
10 manipulate, and deprive Plaintiffs of their rights, property, and economic interests.
11 This conduct included:

- 12 • **Threats of violence, intimidation, and coercion** to force Plaintiffs into
13 compliance with unlawful demands.
- 14 • **Intentional disruption of Plaintiffs' business and economic pursuits**
15 through extortionate tactics.
- 16 • **Use of fear and duress to interfere with Plaintiffs' lawful activities.**
- 17 • Defendants' actions were **malicious, unlawful, and calculated to inflict**
18 **harm**, constituting violations of:
 - 19 • **18 U.S.C. § 1951 (Hobbs Act)** – Prohibiting extortion through wrongful use
20 of force, violence, or threats.
 - 21 • **18 U.S.C. § 875** – Criminalizing threats made through electronic
22 communication.
 - 23 • **42 U.S.C. § 1983** – Prohibiting deprivation of rights under color of law.
 - 24 • **42 U.S.C. § 1985** – Prohibiting conspiracies to interfere with civil rights.
 - 25 • **42 U.S.C. § 1986** – Holding accountable those who fail to prevent civil rights
26 violations.

27 **268. Threats and Coercion:** Defendants intentionally engaged in coercive tactics
28 designed to instill fear and force Plaintiffs to act against their will. These threats:

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- 1 • Were communicated through electronic means, written correspondence,
2 and verbal intimidation.
- 3 • Included explicit and implicit threats of harm, financial ruin, and legal
4 repercussions.
- 5 • Were aimed at coercing Plaintiffs into relinquishing their property,
6 business interests, or legal rights.

7 269. Defendants' admissions in their *unrebutted affidavits* confirm that these
8 threats were made with the specific intent to intimidate, coerce, and interfere with
9 Plaintiffs' lawful activities. These affidavits, being uncontested, must be deemed as
10 established facts under applicable legal principles.

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

13 **A. Economic Damages**

- 14 • Loss of business opportunities and revenue due to Defendants' intentional
15 interference.
- 16 • Damage to Plaintiffs' business reputation caused by Defendants' wrongful
17 conduct.
- 18 • Significant financial losses stemming from extortionate demands and threats.

19 **B. Emotional Distress**

- 20 • Severe emotional trauma, humiliation, and anxiety inflicted through threats and
21 coercion.
- 22 • Psychological harm resulting from Defendants' reckless disregard for Plaintiffs'
23 well-being.
- 24 • Mental anguish caused by intimidation and wrongful interference with
25 Plaintiffs' livelihoods.

26 271. These damages, detailed in Plaintiffs' unrebutted affidavits, remain
27 unchallenged by Defendants and must therefore be accepted as true and
28 dispositive.

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1 **272. Extortionate Conduct:** Defendants' actions constitute extortion under 18
2 U.S.C. § 1951 (Hobbs Act), which criminalizes:

3 *"The obtaining of property from another, with his consent, induced by wrongful use*
4 *of actual or threatened force, violence, or fear, or under color of official right."*

5 **273.** Defendants' acts included:

- 6 • **Coercing Plaintiffs into relinquishing property, services, or financial**
7 **assets.**
- 8 • **Forcing Plaintiffs to act against their will under threat of harm, legal**
9 **consequences, or financial destruction.**
- 10 • **Engaging in fraud and intimidation to deprive Plaintiffs of their rightful**
11 **property and business interests.**

12 **274.** These acts, documented in Plaintiffs' un rebutted affidavits, remain
13 uncontested and must be accepted as legal fact.

14 **275. Outrageous and Extreme Behavior:** Defendants' conduct was extreme,
15 outrageous, and beyond all bounds of decency, demonstrating:

- 16 • **A reckless disregard for Plaintiffs' economic and personal well-being.**
- 17 • **Deliberate efforts to manipulate, threaten, and coerce Plaintiffs into**
18 **compliance with unlawful demands.**
- 19 • **A willful intent to disrupt Plaintiffs' lives through intimidation,**
20 **extortion, and fraud.**

21 **276. Damages and Relief:** As a **direct and proximate result** of Defendants'
22 unlawful acts, Plaintiffs seek the following relief:

23 **A. Compensatory Damages**

- 24 • **Restitution for financial losses** resulting from unlawful interference and
25 extortion.
- 26 • **Damages for severe emotional distress** and psychological harm.
- 27 • **Recovery of expenses, including legal costs incurred to defend against**
28 **Defendants' intimidation tactics.**

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1 **B. Punitive Damages**

- 2 • **To punish Defendants for their willful, malicious, and unlawful conduct.**
3 • **To deter similar wrongful actions in the future.**

4 **C. Other Relief**

- 5 • **Injunctive relief** to prevent further intimidation, interference, and extortion
6 by Defendants.
7 • **Any additional relief deemed just and appropriate by the Court.**

8 **277. Unrebutted Affidavits and Legal Entitlement:** Defendants failed to rebut
9 Plaintiffs' sworn affidavits, which provide uncontested evidence of unlawful
10 interference, intimidation, and extortion. Under established legal principles, these
11 affidavits must be deemed as true and dispositive.

12 278. Defendants *willfully* engaged in a coordinated scheme of intimidation,
13 extortion, and interference, violating federal law, constitutional protections, and
14 civil rights statutes. Plaintiffs demand full redress, compensatory and punitive
15 damages, and equitable relief under all applicable laws

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

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

18 279. Plaintiffs re-affirm and incorporate paragraphs 1 through 278 as if fully set
19 forth herein.

20 280. **Nature of the Relief Sought:** Plaintiffs seek a declaratory judgment affirming that
21 Defendants have engaged in **unlawful, fraudulent, and injurious conduct** and that
22 Plaintiffs are entitled to **immediate legal and equitable relief** as a matter of law. This
23 Court is empowered under 28 U.S.C. § 2201 (Declaratory Judgment Act) to declare the
24 rights, status, and legal relations of the parties in this matter.

25 281. Plaintiffs further assert that all facts, claims, and allegations stated herein
26 have been unrebutted and, under applicable law, must be deemed true and
27 dispositive. Accordingly, Plaintiffs are entitled to a declaratory judgment
28 confirming the following:

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1 **1. Fraud and Misrepresentation**

2 Defendants knowingly engaged in fraudulent misrepresentation by falsifying
3 financial obligations, misrepresenting material facts, and asserting authority they
4 did not lawfully possess. Plaintiffs seek a declaration that Defendants' actions
5 constitute fraud in the factum and fraudulent inducement, rendering all
6 transactions, claims, and agreements void ab initio.

7 **2. Breach of Contract**

8 Defendants willfully and intentionally breached contractual obligations,
9 violating express and implied agreements, including but not limited to
10 fraudulently created financial obligations. Plaintiffs seek a declaration that
11 Defendants' conduct constitutes a material breach, entitling Plaintiffs to full
12 restitution and damages.

13 **3. Theft, Embezzlement, and Fraudulent Misapplication of Funds and Assets**

14 Defendants unlawfully took possession of, converted, or misapplied funds and
15 assets belonging to Plaintiffs, in violation of 18 U.S.C. §§ 656 and 666. Plaintiffs
16 seek a declaration confirming Defendants' unlawful appropriation of funds and
17 assets, requiring full restitution and treble damages.

18 **4. Fraud, Forgery, and Unauthorized Use of Identity**

19 Defendants engaged in identity theft, forgery, and fraud, fabricating false claims
20 and documents to manipulate legal and financial proceedings. Plaintiffs seek a
21 declaration that all fraudulent claims, transactions, and instruments are null and
22 void as a matter of law.

23 **5. Monopolization of Trade and Commerce, and Unfair Business Practices**

24 Defendants conspired to monopolize trade, restrict competition, and restrain
25 commerce through fraudulent and unfair practices, violating 15 U.S.C. § 2.
26 Plaintiffs seek a declaration that Defendants' anticompetitive and monopolistic
27 conduct renders all related transactions unenforceable and unlawful.

28 **6. Deprivation of Rights Under Color of Law**

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1 Defendants, acting under color of law, deprived Plaintiffs of fundamental rights
2 in violation of 42 U.S.C. § 1983. Plaintiffs seek a declaration that Defendants
3 violated Plaintiffs' constitutionally protected rights and are liable for
4 compensatory and punitive damages.

5 **7. Receiving Extortion Proceeds**

6 Defendants knowingly received and benefited from proceeds obtained through
7 extortion, violating 18 U.S.C. § 880. Plaintiffs seek a declaration confirming
8 Defendants' unjust enrichment through criminal means, requiring full
9 disgorgement and treble damages.

10 **8. False Pretenses and Fraud**

11 Defendants engaged in fraudulent misrepresentation and false pretenses to
12 unlawfully obtain assets, violating 18 U.S.C. § 1341. Plaintiffs seek a declaration
13 that all fraudulently obtained property, funds, and assets must be returned to
14 Plaintiffs immediately.

15 **9. Threats and Extortion**

16 Defendants engaged in coercion, intimidation, and extortion, in violation of 18
17 U.S.C. § 1951 (Hobbs Act). Plaintiffs seek a declaration that Defendants engaged
18 in unlawful threats and extortion, entitling Plaintiffs to full compensatory and
19 punitive damages.

20 **10. Racketeering (RICO Violations)**

21 Defendants engaged in a pattern of racketeering activity under 18 U.S.C. § 1961
22 et seq., including fraud, extortion, and money laundering. Plaintiffs seek a
23 declaration confirming Defendants' criminal liability under RICO, entitling
24 Plaintiffs to treble damages and injunctive relief.

25 **11. Bank Fraud**

26 Defendants engaged in fraudulent banking transactions, violating 18 U.S.C. §
27 1344. Plaintiffs seek a declaration that Defendants' fraudulent banking practices
28 render all related claims and transactions void.

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1 **12. Fraudulent Transportation and Transfer of Stolen Goods and Securities**

2 Defendants unlawfully transported stolen property, securities, and financial
3 instruments across state lines, violating 18 U.S.C. §§ 2314 and 2315. Plaintiffs seek
4 a declaration that all fraudulently transferred assets **must be immediately**
5 **returned.**

6 **13. Torture**

7 Defendants engaged in **torture through unlawful imprisonment, coercion,**
8 **and psychological abuse**, violating 18 U.S.C. § 2340A. Plaintiffs seek a
9 declaration confirming Defendants' **liability for cruel, inhuman, and**
10 **degrading treatment.**

11 **14. Kidnapping**

12 Defendants unlawfully **seized, detained, and transported Plaintiffs against their**
13 **will**, violating 18 U.S.C. § 1201. Plaintiffs seek a declaration confirming that
14 Defendants engaged in **criminal kidnapping**, entitling Plaintiffs to **treble**
15 **damages.**

16 **15. Forced Peonage**

17 Defendants subjected Plaintiffs to **economic servitude and forced labor**, violating
18 18 U.S.C. § 1581. Plaintiffs seek a declaration confirming that Defendants engaged
19 in **forced peonage**, requiring **full restitution and injunctive relief.**

20 **16. Unlawful Interference, Intimidation, Extortion, and Emotional Distress**

21 Defendants engaged in **extreme and outrageous conduct**, causing economic harm
22 and severe emotional distress. Plaintiffs seek a declaration that Defendants are
23 **liable for intentional infliction of emotional distress and unlawful business**
24 **interference.**

25 **282. Declaratory Judgment and Relief Requested:** Based on the uncontested
26 and un rebutted affidavits submitted by Plaintiffs, which Defendants failed to
27 dispute, Plaintiffs request that this Court enter a declaratory judgment confirming
28 the following:

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- 1 • All fraudulent claims, financial instruments, and transactions asserted by
- 2 Defendants are null and void as a matter of law.
- 3 • Defendants engaged in willful violations of federal and constitutional
- 4 law and are liable for all resulting damages.
- 5 • Plaintiffs are entitled to immediate relief, including the return of all
- 6 unlawfully taken property, financial assets, and securities.
- 7 • Defendants' fraudulent actions constitute RICO violations, entitling
- 8 Plaintiffs to treble damages and injunctive relief.

9 283. Demand for Summary Judgment: As a matter of uncontested fact and law,
10 Plaintiffs demand summary judgment confirming Defendants' liability for all
11 causes of action stated herein and granting:

- 12 • A final judgment in favor of Plaintiffs in the amount of One Trillion
- 13 Dollars (\$1,000,000,000,000.00) in lawfully recognized currency, such as
- 14 gold and silver coin, as authorized under Article I, Section 10, Clause 1 of
- 15 the U.S. Constitution.
- 16 • A perfected lien against Defendants' assets in satisfaction of this
- 17 judgment.
- 18 • Any and all additional relief deemed just and appropriate by the Court.

19 284. Defendants' failure to rebut Plaintiffs' sworn affidavits constitutes tacit
20 admission of all claims asserted herein. Plaintiffs are therefore entitled to
21 declaratory and summary judgment as a matter of law.

22 ***EIGHTEENTH (18th) CAUSE OF ACTION***
23 **(Summary Judgement as a Matter of Law – Against all Defendants)**

24 285. Plaintiffs re-affirm and incorporate paragraphs 1 through 284 as if fully set
25 forth herein.

26 286. Plaintiffs move for **summary judgment** in their favor as the **undisputed**
27 **material facts** establish Defendants' **liability** under the clear, enforceable terms of
28 the **Contract and Security Agreement**. As a matter of law, Defendants have:

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- 1 • **Explicitly stipulated and accepted**, through their conduct and inaction, a
2 **binding judgment, summary judgment, and lien authorization** (pursuant
3 to U.C.C. § 9-509).
- 4 • **Accepted liability in the agreed-upon amount of One Trillion Dollars**
5 **(\$1,000,000,000,000.00) in lawfully recognized currency, such as gold and**
6 **silver coin, as authorized under Article I, Section 10, Clause 1 of the U.S.**
7 **Constitution**, as evidenced by their failure to rebut the *unrebutted*
8 **commercial affidavits and the self-executing Contract and Security**
9 **Agreement.**
- 10 • **Waived any grounds to contest this judgment through tacit procurement,**
11 **silent acquiescence, and willful default.**

12 287. Defendants were **duly served** with the necessary legal instruments,
13 including:

- 14 • **Unrebutted affidavits establishing the facts** of this case.
- 15 • **Contract and Security Agreement**—confirmed and accepted via USPS
16 **Registered, Express, and/or Certified Mail (Form 3811). See exhibits I, J, K,**
17 **and L.**
- 18 • **Public notices and filings confirming Defendants' default and consent to**
19 **judgment.**

20 288. Application of **Rule 56 of the Federal Rules of Civil Procedure**: Under Rule
21 56(a) of the Federal Rules of Civil Procedure, summary judgment must be granted
22 when:

23 *"The movant shows that there is no genuine dispute as to any material fact and the*
24 *movant is entitled to judgment as a matter of law."*

25 289. The undisputed, unrebutted commercial affidavits conclusively establish:

- 26 • **Defendants' liability** under the Contract and Security Agreement.
- 27 • **Defendants' failure to rebut or contest the claims**, making all facts stated
28 therein legally binding.

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- 1 • **Defendants’ waiver of defenses and objections** due to willful silence and
2 acquiescence.

3 290. Since all material facts have been admitted and remain undisputed,
4 Plaintiffs are entitled to summary judgment as a matter of law.

5 **291. Application of Legal Doctrines:** Pursuant to well-established legal
6 principles, **this matter is conclusively settled** and cannot be contested:

- 7 • **Res Judicata** – The matters presented in Plaintiffs’ affidavits are **final and**
8 **binding**, precluding Defendants from raising any new defenses or objections.
9 • **Collateral Estoppel** – The **administrative findings** contained in Plaintiffs’
10 un rebutted affidavits are **conclusive and enforceable** as a matter of law.
11 • **Stare Decisis** – The legal issues presented in this case have been established
12 through precedent and must be applied consistently.

13 292. Given these uncontested facts, there is no genuine issue of material fact,
14 making summary judgment appropriate as a matter of law.

15 **293. California Code of Civil Procedure § 437c(a):** Under California Code
16 of Civil Procedure § 437c(a):

17 “A party may move for summary judgment if it is contended that the action has
18 no merit or that there is no defense to the action. The motion shall be granted if all
19 the papers submitted show that there is no triable issue as to any material fact and
20 that the moving party is entitled to a judgment as a matter of law.”

21 294. Since all material facts have been deemed admitted and remain undisputed,
22 Plaintiffs are entitled to judgment in their favor.

23 **CLAIM and DEMAND FOR RELIEF:**

24 295. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
25 through 289 as if fully set forth herein.

26 296. Plaintiffs demand the following relief:

- 27 1. Summary Judgment as a matter of law, in the Amount of One Trillion
28 Dollars (\$1,000,000,000,000.00) in lawfully recognized currency, such as **gold**

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1 **and silver coin**, as authorized under Article I, Section 10, Clause 1 of the
2 U.S. Constitution.

- 3 • **Liquidated damages** as agreed upon in the Contract and Security
4 Agreement.
- 5 • **Full satisfaction of all claims through enforcement of the perfected**
6 **lien.**

7 **2. Permanent Injunction Against Defendants**

- 8 • **Prohibiting further fraud, extortion, coercion, and unlawful**
9 **interference.**
- 10 • **Ordering the immediate cessation of all unlawful acts affecting**
11 **Plaintiffs' rights and property.**

12 **3. Compensatory and Treble Damages**

- 13 • **Full restitution for all property, assets, and funds wrongfully taken**
14 **or transferred.**
- 15 • **Treble damages under applicable statutes, including RICO**
16 **violations (18 U.S.C. § 1964(c)).**

17 **4. Declaratory Judgment Affirming Defendants' Liability**

- 18 • **Confirming that all fraudulent claims, documents, and transactions**
19 **asserted by Defendants are null and void.**
- 20 • **Affirming that Defendants have willfully violated federal and state**
21 **laws, entitling Plaintiffs to full legal and equitable relief.**

22 **5. Enforcement of the Lien Against Defendants' Assets**

- 23 • **Perfected lien under U.C.C. § 9-509, securing Plaintiffs' claims**
24 **against all property, accounts, and holdings of Defendants.**
- 25 • **Immediate liquidation of assets to satisfy judgment.**

26 **6. Any Additional Relief Deemed Just and Proper by the Court.**

27 **7. Defendants have failed to rebut the sworn commercial affidavits, have**
28 **waived all defenses through silence, and are bound by the terms of the**

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1 **Contract and Security Agreement. Under Rule 56 of the Federal Rules of**
2 **Civil Procedure, Plaintiffs are entitled to immediate summary judgment,**
3 **full relief, and enforcement of all remedies requested herein.**

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

7 //

8 **LIST OF EXHIBITS / EVIDENCE:**

- 9 1. **Exhibit A: Affidavit: Power of Attorney In Fact'**
- 10 2. **Exhibit B: Hold Harmless Agreement**
- 11 3. **Exhibit C: Private UCC Contract Trust/UCC1 filing #2024385925-4.**
- 12 4. **Exhibit D: Private UCC Contract Trust/UCC3 filing ##2024402990-2 .**
- 13 5. **E Exhibit E: Contract Security Agreement #RF775820621US, titled: NOTICE OF**
14 **CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING,**
15 **CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,**
16 **IDENTITY THEFT, EXTORTION, COERCION, TREASON.**
- 17 6. **Exhibit F: Contract Security Agreement #RF775821088US, titled: NOTICE OF**
18 **DEFAULT, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF**
19 **RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION,**
20 **COERCION, TREASON**
- 21 7. **Exhibit G: Contract Security Agreement #RF775822582US, titled: NOTICE OF**
22 **DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF FRAUD,**
23 **RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE**
24 **COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION,**
25 **KIDNAPPING.**
- 26 8. **Exhibit H: Contract Security Agreement #RF775823645US, titled: Affidavit**
27 **Certificate of Dishonor, Non-response, DEFAULT, JUDGEMENT, and LIEN**
28 **AUTHORIZATION.**

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- 1 9. **Exhibit I:** Form 3811 corresponding to Exhibit E.
- 2 10. **Exhibit J:** Form 3811 corresponding to Exhibit F.
- 3 11. **Exhibit K:** Form 3811 corresponding to Exhibit G.
- 4 12. **Exhibit L:** Form 3811 corresponding to Exhibit H.
- 5 13. **Exhibit M:** INVOICE/TRUE BILL #RIVSHERTREAS12312024
- 6 14. **Exhibit N:** Copy of 'MASTER DISCHARGE AND INDEMNITY BOND'
- 7 #RF661448567US.
- 8 15. **Exhibit O:** Photograph(s) of Defendant/Respondent Gregory D Eastwood.
- 9 16. **Exhibit P:** Photograph(s) of Defendant/Respondent Robert C V Bowman.
- 10 17. **Exhibit Q:** Photograph(s) of Defendant/Respondent Willam Pratt.
- 11 18. **Exhibit R:** Affidavit 'Right to Travel': *CANCELLATION, TERMINATION, AND*
- 12 *REVOCAION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT*
- 13 *and AGREEMENT. LICENSE/BOND # B6735991*
- 14 19. **Exhibit S:** Revocation Termination and Cancelation of Franchise.
- 15 20. **Exhibit T:** CITATION/BOND #TE464702, accepted **under threat, duress, and**
- 16 **coercion.**
- 17 21. **Exhibit U:** Private Transport's PRIVATE PLATE displayed on the automobile
- 18 22. **Exhibit V:** Copy of "Automobile" and "commercial vehicle" defined by DMV
- 19 (Department of Motor Vehicles).
- 20 23. **Exhibit W:** Copy of CA CODE § 260 from <https://leginfo.legislature.ca.gov>.
- 21 24. **Exhibit X:** national/non-citizen national passport card #C35510079.
- 22 25. **Exhibit Y:** national/non-citizen national passport book #A39235161.
- 23 26. **Exhibit Z:** TMKEVIN LEWIS WALKER© Copyright and Trademark Agreement.
- 24 27. **Exhibit AA:** A copy of American Bar Association's 'Attorney In Fact' Definition.
- 25 28. **Exhibit BB:** A Copy of Rule 8.4: (Misconduct) of the American Bar Association.
- 26 //
- 27 //
- 28 //

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- 1 3. financial institution: a person, an individual, a private banker, a business engaged
2 in vehicle sales, including automobile, airplane, and boat sales, persons involved in
3 real estate closings and settlements, the United States Postal Service, a commercial
4 bank or trust company, any credit union, an agency of the United States Government
5 or of a State or local government carrying out a duty or power of a business described
6 in this paragraph, a broker or dealer in securities or commodities, a currency
7 exchange, or a business engaged in the exchange of currency, funds, or value that
8 substitutes for currency or funds, financial agency, a loan or finance company, an
9 issuer, redeemer, or cashier of travelers' checks, checks, money orders, or similar
10 instruments, an operator of a credit card system, an insurance company, a licensed
11 sender of money or any other person who engages as a business in the transmission of
12 currency, funds, or value that substitutes for currency, including any person who
13 engages as a business in an informal money transfer system or any network of people
14 who engage as a business in facilitating the transfer of money domestically or
15 internationally outside of the conventional financial institutions system. Ref, 31 U.S.
16 Code § 5312 - Definitions and application.
- 17 4. individual: As a noun, this term denotes a single person as distinguished from a
18 group or class, and also, very commonly, a private or natural person as distinguished
19 from a partnership, corporation, or association; but it is said that this restrictive
20 signification is not necessarily inherent in the word, and that it may, in proper cases,
21 include artificial persons. As an adjective: Existing as an indivisible entity. Of or
22 relating to a single person or thing, as opposed to a group.— See Black's Law
23 Dictionary 4th, 7th, and 8th Edition pages 913, 777, and 2263 respectively.
- 24 5. person: Term may include artificial beings, as corporations. The term means an
25 individual, corporation, business trust, estate, trust, partnership, limited liability
26 company, association, joint venture, government, governmental subdivision, agency,
27 or instrumentality, public corporation, or any other legal or commercial entity. The
28 term "person" shall be construed to mean and include an individual, a trust, estate,

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

- 13 6. **bank:** a person engaged in the business of banking and includes a savings
14 bank, savings and loan association, credit union, and **trust company**. The terms
15 "banks", "national bank", "national banking association", "member bank",
16 "board", "district", and "reserve bank" shall have the meanings assigned to
17 them in section 221 of this title. An institution, of great value in the commercial
18 world, empowered to receive deposits of money, to make loans. and to issue its
19 promissory notes, (designed to circulate as money, and commonly called "bank-
20 notes" or "bank-bills") or to perform any one or more of these functions. The
21 term "bank" is usually restricted in its application to an incorporated body;
22 while a **private individual** making it his business to conduct banking
23 operations is denominated a "banker." Banks in a commercial sense are of three
24 kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation. Strictly speaking,
25 the term "bank" implies a place for the deposit of money, as that is the most
26 obvious purpose of such an institution. — See, UCC 1-201, 4-105, 12 U.S. Code §
27 221a, Black's Law Dictionary 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117,
28 183-184, 139-140, and 437-439.

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

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1 or under color of official right.— See 18 U.S. Code § 1951 - Interference with
2 commerce by threats or violence.

3 12. national: “foreign government”, “foreign official”, “internationally protected person”,
4 “international organization”, “national of the United States”, “official guest,” and/or
5 “non-citizen national.” They all have the same meaning. See Title 18 U.S. Code § 112
6 - Protection of foreign officials, official guests, and internationally protected persons.

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

15 14. **fraud:** deceitful practice or Willful device, resorted to with intent to deprive another of
16 his right, or in some manner to do him an injury. As distinguished from negligence, it
17 is always positive, intentional. as applied to contracts is the cause of an error bearing
18 on material part of the contract, created or continued by artifice, with design to obtain
19 some unjust advantage to the one party, or to cause an inconvenience or loss to the
20 other. in the sense of court of equity, properly includes all acts, omissions, and
21 concealments which involved a breach of legal or equitable duty, trust, or confidence
22 justly reposed, and are injurious to another, or by which an undue and
23 unconscientious advantage is taken of another. See Black's Law Dictionary, 1st and
24 2nd Edition, pages 521-522 and 517 respectively.

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

Registered Mail #RF 7758238211 S --- Dated: March 11, 2025

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

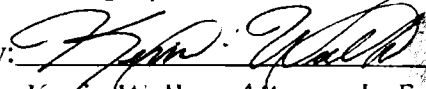
3 //

4 **COMMERCIAL OATH AND VERIFICATION:**

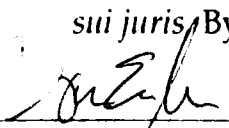
5 County of Riverside)
6) Commercial Oath and Verification
7 The State of California)

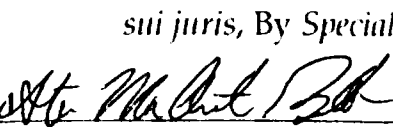
8 I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding
9 in good faith being of sound mind states that the facts contained herein are true,
10 correct, complete and not misleading to the best of Affiant's knowledge and belief
11 under penalty of International Commercial Law and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

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

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

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

24 By:  *sui juris* By *Special Limited Appearance*,
25 Donnabelle Mortel (WITNESS)

26 By:  *sui juris*, By *Special Limited Appearance*,
27 Steven MacArthur-Brooks (WITNESS)
28

Registered Mail #RF775823821US — Dated: March 5, 2025

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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 Delfond Group, care of: 30650 Rancho California Road suite 406-251, Temecula, California [92591]. On or before March 5, 2025, I served the within documents:

1. **VERIFIED COMPLAINT FOR FRAUD, BREACH OF CONTRACT, THEFT, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, CONSPIRACY, RACKETEERING, KIDNAPPING, TORTURE, and SUMMARY JUDGEMENT AS A MATTER OF LAW.**

2. **Exhibits A through CC.**

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.

Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt,
Robert Gell
C/o MENIFEE JUSTICE CENTER
30755-D Auld Road
Murrieta, California [92563]
Registered Mail #RF775823795US

Steven-Arthur: Sherman
C/o STEVEN ARTHUR SHERMAN

Registered Mail #RF775823821US — Dated: March 5, 2025

1 1631 East 18th Street
Santa Ana, California [92705-7101]
Registered Mail #RF775823804US

2
3 Chad: Bianco
C/o RIVERSIDE COUNTY SHERIFF
4095 Lemon Street, 2nd Floor
4 Riverside, California [92501]
Registered Mail #RF775823818US

5
6 Chad: Bianco
C/o RIVERSIDE COUNTY SHERIFF
4095 Lemon Street, 2nd Floor
7 Riverside, California [92501]
Registered Mail #RF775823835US

8
9 By Electronic Service. Based on a contract, and/or court order, and/or an
10 agreement of the parties to accept service by electronic transmission, I caused the
11 documents to be sent to the persons at the electronic notification addresses listed
12 below.

13 Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt,
Robert Gell
14 C/o MENIFEE JUSTICE CENTER
30755-D Auld Road
15 Murrieta, California [92563]
ssherman@law4cops.com

16 Steven-Arthur: Sherman
17 C/o STEVEN ARTHUR SHERMAN
1631 East 18th Street
18 Santa Ana, California [92705-7101]
ssherman@law4cops.com

19 Chad: Bianco
20 C/o RIVERSIDE COUNTY SHERIFF
4095 Lemon Street, 2nd Floor
21 Riverside, California [92501]
ssherman@law4cops.com

22
23 I declare under penalty of perjury under the laws of the State of California
24 that the above is true and correct. Executed on March 5, 2025 in Riverside County,
25 California.

26 /s/Corey Walker/
Corey Walker

27 //
28 //

Registered Mail #RF775823821US — Dated: March 5, 2025

NOTICE:

1
2 Using a notary on this document does *not* constitute any adhesion, *nor does it alter*
3 *my status in any manner*. The purpose for notary is verification and identification
4 only and not for entrance into any foreign jurisdiction.

5 //
6 //

ACKNOWLEDGEMENT:

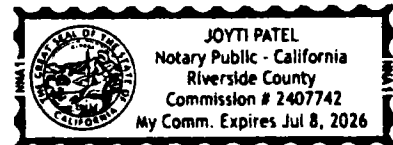
8 State of California)
9) ss.
10 County of Riverside)

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

11 On this 5th day of March, 2025, before me, Joyti Patel, a Notary Public,
12 personally appeared Kevin Walker, who proved to me on the basis of satisfactory
13 evidence to be the person(s) whose name(s) is/are subscribed to the within
14 instrument and acknowledged to me that he/she/they executed the same in his/
15 her/their authorized capacity(ies), and that by his/her/their signature(s) on the
16 instrument the person(s), or the entity upon behalf of which the person(s) acted,
17 executed the instrument.

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

20
21 WITNESS my hand and official seal.



22
23
24 Signature Joyti Patel (Seal)
25
26
27
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-Exhibit G-



From: Kevin Walker, sui juris
Trustee, Executor, Authorized Representative, Secured Party.
TMWG EXPRESS TRUST©, TMKEVIN LEWIS WALKER© ESTATE,
TMKEVIN WALKER©.
c/o 41593 Winchester Road Suite 200
Temecula, California
non-domestic *without* the United States

NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT

Respondent(s)/Att'n: Joe Biden, Daniel Werfel, Janet Yellen,
Rob Bonta, Shirley Weber, Gavin Newsom, Merrick Garland,
Sean Duryee, Martin O'Malley, Steven Gordon, David W. Slayton,
Chad Bianco, Agent(s), Fiduciary(ies), Trustee(s), Does 1- ∞ Inclusive.
THE UNITED STATES OF AMERICA, U.S. TREASURY, RIVERSIDE COUNTY
SHERIFF, SOCIAL SECURITY ADMINISTRATION, U.S. DEPARTMENT OF STATE,
UNITED STATES POSTAL SERVICE, SECRETARY OF STATE, THE WHITE HOUSE,
STATE OF CALIFORNIA, INTERNAL REVENUE SERVICE, ATTORNEY GENERAL,
CALIFORNIA DEPARTMENT OF MOTOR VEHICLES, CALIFORNIA HIGHWAY PATROL,
U.S. DEPARTMENT OF TRANSPORTATION, ALL SUPERIOR COURTS OF CALIFORNIA,
ALL CORPORATE AGENCIES.

NOTICE SENT TO CA DMV via Registered Mail # RF661448995.

DATE: December 28, 2023

AFFIDAVIT
RIGHT TO TRAVEL

CANCELLATION, TERMINATION, AND REVOCATION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT and AGREEMENT.

LICENSE/BOND # B6735991

KNOW ALL MEN BY THESE PRESENT, that I, **Kevin: Walker**, in propia persona, proceeding sui juris, by special limited appearance, a man upon the land, a follower of the Almighty Supreme Creator, first and foremost and the laws of man when they are not in conflict (Leviticus 18:3, 4) Pursuant to Matthew 5:33 - 37 and James 5:12, let my yea mean yea and my nay be nay, as supported by Federal Public Law 97-280, 96 Stat.1211, depose and say that I, **Kevin: Walker**, a **living soul**, over 18 years of age, being competent to testify and having first hand knowledge of the facts herein declare (or certify, verify, affirm, or state) under penalty of perjury under the laws of the United States of America that the following is true and correct, to the best of my understanding and belief, and in good faith

VERIFIED

1. I, Kevin Walker, sui juris, **cannot** in good faith apply for and accept a driver's license, as I would be committing PERJURY. I would have to SWEAR under OATH that I am a member of, citizen of, franchisee of, or resident (agent) of [fiduciary, surety for] the corporate "*State of*" CALIFORNIA, when the already established facts by affidavit have evidenced that I am NOT a member of, citizen of, franchisee of, or resident (agent) of the corporate "*State of*" CALIFORNIA or the federal United States.
2. I have researched extensively the organic laws of the united states of America, including two hundred years of American case law (i.e., Common law), and affirm that I have secured the UNALIENABLE and



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FUNDAMENTAL, UNRESTRICTED and UNREGULATED RIGHT TO TRAVEL upon both the public walkways and the highways, and transport my personal and allodial property, duly conveyed, unhindered by ANY private, corporate or statutory law, or Department of Motor Vehicles (DMV) regulation or so-called requirement. This unalienable right to travel is guaranteed by the 9th & 10th Amendments of the organic Constitution for the united states of America and Bill of Rights, and upheld by **many court decisions** in support of the rights to travel.

- 3. "THE UNITED STATES GOVERNMENT IS A FOREIGN CORPORATION WITH RESPECT TO A STATE." [emphasis added] **Volume 20: Corpus Juris Sec.** §1785: NY re: Merriam 36 N.E. 505 1441 S.Ct.1973, 41 L.Ed.287.
- 4. [18 U.S. Code § 5 - United States defined](#) stipulates, The term "United States", as used in this title in a territorial sense, includes all places and waters, continental or insular, subject to the jurisdiction of the United States, except the Canal Zone.
- 5. [28 U.S. Code § 3002\(15\) - Definitions](#) stipulates, **(15)**"United States" means— **(A) a Federal corporation; (B) an agency, department, commission, board, or other entity of the United States; or (C) an instrumentality of the United States.**
- 6. **YOU have** committed fraud, deceit, coercion, willful intent to injure another, malicious acts, and YOU have engaged in RICO activity.
- 7. I voluntarily choose to comply with the man-made laws which serve to bring harmony to society, but no such laws, nor their enforcers, have any authority over me. I **am not** in any jurisdiction, for I am not of subject status.

Secured Party / Secured Creditor :

- 8. I, **Kevin Walker**, sui juris, state, verify, and affirm for the record that I am the *the only* Agent, Executor, Authorized Representative, Trustee, Attorney In Fact, and the Secured Party and Secured Creditor of ENS LEGIS/ CORPORATE FICTION, KEVIN WALKER, KEVIN LEWIS WALKER, and all derivatives thereof. I am the **holder in due course** for **all** securities, assets: tangible and intangible, and I hold allodial title to all assets, as evidenced by Nevada UCC (private) Contract Trust # **2024385925-4**). See **U.C.C § 9-105 and 3-302**.
- 9. Janet Yellen and/or the United States Treasury is the registered holder and fiduciary for the **private Two Hundred Billion Dollar (\$200,000,000,000.00 USD) Discharge and Indemnity Bond # RF661448567US**, post deposited to private post registered account # **RF661448023US**. Said **Discharge and Indemnity Bond (# RF661448567US)** expressly stipulates it is "insuring,



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underwriting, indemnifying, discharging, paying and satisfying **all** such account holders and accounts dollar for dollar against **any and all pre-existing, current and future** losses, costs, debts, taxes, encumbrances, deficits, deficiencies, liens, judgments, true bills, obligations of contract or performance, defaults, charges, and any and all other obligations **as may exist or come to exist** during the term of this Bond... Each of the said account holders and accounts **shall be severally insured, underwritten and indemnified against any and all future Liabilities as may appear, thereby instantly satisfying all such obligations dollar for dollar without exception** through the above-noted **Private** Offset Accounts up to and including the full face value of this Bond through maturity."

- 10. I am **NOT** effectively connected with a trade or business in the corporate monopoly of the United States government, whether federal, State, county or Municipal. I am **NOT** a resident "U.S. citizen," but a Citizen of the several States domiciled in the **sovereign state of California republic 1850**, an American state Citizen of the united states of America. I am domiciled in a **foreign jurisdiction** to both the corporate state and federal governments. I have **NOT** knowingly or willingly waived ANY of my UNALIENABLE RIGHTS. American case law has clearly adjudicated that
- 11. For the record, I, Kevin Lewis Walker **explicitly RESERVE, ASSERT and DEFEND my right to travel. I reserve all rights and waive none.**
- 12. **This AFFIDAVIT is submitted upon demand of a driver's license, registration, or proof of insurance as part of the official record of ANY ensuing action and must be introduced as evidence in said action.**
- 13. This AFFIDAVIT also certifies that the I have previously completed and passed a test measuring my competency to safely control a motorized vehicle and motorcycle upon the public highways within the united states of America. I have also met or exceeded all common sense requirements concerning the "rules of the road" and the ability to maneuver a motorized vehicle in a safe and responsible manner.
- 14. The For Hire" DRIVER'S LICENSE CONTRACT and AGREEMENT BOND # **B6735991 is HEREBY CANCELED, TERMINATED, REVOKED, and LIQUIDATED.** ACCEPTED FOR VALUE AND EXEMPT FROM LEVY, FOR RELEASE, CREDIT, AND DEPOSIT TO **PRIVATE** POST REGISTERED ACCOUNT NUMBER: **RF 661 448 023 US** AND PASS THROUGH ACCOUNT NUMBERS: **568997454 / F06271216.** WITH THE KEVIN LEWIS WALKER ESTATE (EIN # **99-6236908**) RETAINING FULL CONTROL AND ACCESS TO ALL RESPECTIVE CREDITS.
- 15. Consistent with the **eternal tradition of natural common law, unless I have harmed or violated someone or their property, I have committed no crime;**



1 and I am therefore **not** subject to any penalty. I act in accordance with the
2 following **U.S. Supreme Court case**: "The individual may stand upon his
3 **constitutional rights** as a citizen. He is entitled to carry on his **private**
4 business in his own way. **His power to contract is unlimited**. He owes no
5 such duty [to submit his books and papers for an examination] to the **State**,
6 since he receives nothing therefrom, beyond the protection of his life and
7 property. His rights are such as existed by the law of the land [Common Law]
8 **long antecedent to the organization of the State**, and can only be taken from
9 him by due process of law, and in accordance with the Constitution. Among
10 his **rights** are a **refusal to incriminate himself**, and **the immunity of himself**
11 **and his property from arrest or seizure except under a warrant of the law**.
12 He owes nothing to the public so long as he does not trespass upon their
13 rights." **Hale v. Henkel**, 201 U.S. 43 at 47 (1905).

- 14 16. I reserve my natural common law **right not** to be compelled to perform
15 under any contract that I did not enter into **knowingly, voluntarily, and**
16 **intentionally**. And furthermore, I do **not** accept the liability associated with
17 the compelled and pretended "benefit" of **any hidden or unrevealed contract**
18 or commercial agreement. As such, the **hidden or unrevealed contracts** that
19 supposedly create obligations to perform, for persons of subject status, are
20 inapplicable to me, and are **null and void**. If I have participated in any of the
21 supposed "benefits" associated with these hidden contracts, I have done so
22 under duress, for lack of any other practical alternative. I may have received
23 such "benefits" but I have not accepted them in a manner that binds me to
24 anything.
- 25 17. **Any** such participation does **not** constitute "acceptance" in **contract law**,
26 because of the absence of **full disclosure** of any valid "offer," **and voluntary**
27 **consent** without misrepresentation or coercion, under contract law. Without a
28 valid voluntary offer and acceptance, knowingly entered into by both parties,
there is no "meeting of the minds," and therefore no valid contract. **Any**
supposed "contract" is therefore void, ab initio.
18. From my age of consent to the date affixed below I have never signed a
contract knowingly, willingly, intelligently, and voluntarily whereby I have
waived any of my natural common law rights, and, as such, **Take Notice** that
I revoke, cancel, and make void ab initio my signature on any and all
contracts, agreements, forms, or any instrument which may be construed in
any way to give any agency or department of any federal or state
government authority, venue, or jurisdiction over me. This position is in
accordance with the U.S. Supreme Court decision of **Brady v. U.S.**, 379 U.S.
742 at 748 (1970): "Waivers of Constitutional Rights not only must be
voluntary, they must be knowingly intelligent acts, done with sufficient
awareness of the relevant circumstances and consequences."



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- 19. I have never knowingly and willingly signed away my **sovereign** rights or citizenship. See... *Brady v. U.S.*, 397 U.S. 742, 748,(1970) "*Waivers of Constitutional Rights, not only must they be voluntary, they must be knowingly intelligent acts done with sufficient awareness.*"
- 20. "waivers of **fundamental Rights** must be knowing, intentional, and voluntary acts, done with sufficient awareness of the relevant circumstances and likely consequences. **U.S. v. Brady**, 397 U.S. 742 at 748 (1970); **U.S.v. O'Dell**, 160 F.2d 304 (6th Cir. 1947)".
- 21. The contract is "unconscionable," and One which no sensible man not under delusion, or duress, or in distress would make, and such as no honest and fair man would accept."; *Franklin Fire Ins. Co. v. Noll*, 115 Ind. App. 289, 58 N.E.2d 947, 949, 950.
- 22. "Party cannot be bound by contract that he has not made or authorized." **Alexander v. Bosworth** (1915), 26 C.A. 589, 599, 147 P.607.
- 23. The fraudulently "**presumed**" **quasi-contractus** that binds the Declarant with the CITY/STATE agency, is void for fraud ab initio, since the de facto CITY/STATE **cannot produce the material fact** (consideration inducement) or the jurisdictional clause (who is subject to said statute). (SEE: *Master/ Servant [Employee] Relationship -- C.J.S.*) -- "*Personal, Private, Liberty*"
- 24. Since the "**consideration**" is the "life blood" of any agreement or quasi-agreement, (contractus) "...the absence of such from the record is a major manifestation of want of jurisdiction, since without evidence of consideration there can be no presumption of even a quasi-contractus. Such is the importance of a "consideration." *Reading R.R. Co. v. Johnson*, 7 W & S (Pa.) 317.

NOT "For Hire" and/or Engaged in "Commerce":

- 25. That I, **Kevin Walker, sui juris**, do **NOT** under ANY circumstances utilize the public highways **for commercial purposes**.
- 26. The **California Motor Vehicle Code, section 260**: Private cars/vans etc. not in commerce / for profit, are immune to registration fees:
 - (a) A "**commercial vehicle**" is a vehicle of a type **REQUIRED** to be **REGISTERED** under this code".
 - (b) "Passenger vehicles which are **not used** for the transportation of persons **for hire**, compensation or profit, and housecars, **are not commercial vehicles**".



- 1 27. 18 U.S. Code § 31 - Definition, expressly stipulates, "The term "motor
2 vehicle" means every description of carriage or other contrivance propelled
3 or drawn by mechanical power **and** used for **commercial** purposes on the
4 highways in the transportation of passengers, passengers and property, or
5 property or cargo".
- 6 28. I am **NOT** a Fourteenth Amendment legal "person" engaged in interstate
7 **commerce**, nor do I derive income from the travel and transport of goods. I
8 am **NOT** a "driver," nor am I an "operator" of a "motor vehicle." The driver's
9 license is for motor vehicles involved in commerce only. My **private, self-**
10 **propelled transport/contrivance/carriage is NOT involved in commerce**,
11 therefore, it is **NOT** a "motor vehicle."

12 non-citizen national / "national of the United States":

- 13 29. The 1st clause of the fourteenth Amendment states: "All persons born or
14 naturalized in the United States, **and** subject to the jurisdiction thereof, are
15 citizens of the United States and the state wherein they reside."
- 16 30. The 1st clause of the fourteenth Amendment does **not** say: "All persons born
17 or naturalized in the United States, **are** subject to the jurisdiction thereof"
- 18 31. The 1st clause of the fourteenth Amendment contains **two requirements** for
19 United States citizenship: **(a)** that a person be born or naturalized in the
20 United States **and** **(b)** that a person be subject to the jurisdiction of the United
21 States.
- 22 32. The **Department of State** document, "Certificates of Non-Citizen
23 Nationality," located at <https://travel.state.gov/content/travel/en/legal/travel-legal-considerations/us-citizenship/Certificates-Non-Citizen-Nationality.html> says – in
24 part – in the 3rd paragraph: "Section 101(a)(21) of the INA defines the term
25 '**national**' as 'a person owing permanent allegiance to a state.' Section 101(a)
26 (22) of the INA provides that the term '**national** of the United States' includes
27 all U.S. citizens as well as persons who, though not citizens of the United
28 States, owe permanent allegiance to the United States (**non-citizen**
nationals)."
- 29 33. Title 8 U.S. Code 1101(a)(22) - Definition, expressly stipulates, "**(22)**The
30 term "**national** of the United States" means (A) a citizen of the United States,
31 or (B) a person who, though not a citizen of the United States, owes
32 permanent allegiance to the United States."
- 33 34. As a **national** I possess a **passport book/bond # A39235161** and **passport**
34 **card/bond # C3551007**, both issued after expressly indicating during the
35 process that I am a "non-citizen **national**."



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- 35. 22 CFR § 51.2 - Passport issued to nationals only, stipulates: (a) A passport may be issued **only** to a U.S. **national**.
- 36. 22 CFR § 51.3 - Types of passports, stipulates: (a) Regular passport. A regular passport is issued to a **national** of the United States. (e) Passport card. A passport card is issued to a **national** of the United States on the same basis as a regular passport.
- 37. I, Kevin: Walker, sui juris, hereby, declare, state, verify, and affirm for the record that **I am** a **national** but **NOT** a "citizen of the United States."
- 38. Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and internationally protected persons, expressly stipulates that "foreign government", "foreign official", "internationally protected person", "international organization", "**national** of the United States", and "official guest" **have the same meaning**.
- 39. It is **unequivocally true** that Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and internationally protected persons expressly stipulates that in addition to being a **national**, I am also considered a "foreign government", "foreign official", "internationally protected person", "international organization", "**national** of the United States", and "official guest."
- 40. I am **also** a natural born State Citizen of California the republic in its De'jure capacity as one of the several states of the Union 1789. This incidentally makes me a **national** American Citizen of the **republic** as per the **dejure constitution** for the United States 1777/1789. **For I reject all attempts of expatriation from the republic**. Also see 15 united States statutes at large, July 27th, 1868 also known as the expatriation statute. Wherefore I am **not** a fourteenth amendment citizen, **and deny all presumptions** made about me
- 41. I am **not** and have **never been** a United States® citizen or citizen of any foreign or domestic municipal corporation or anything else not specifically stated. Wherefore there is no United States citizenship to renounce. I was not born nor do I live in, nor am I a "**resident**" of the United States, the District of Colombia or any federal area or territory. See **1940 Buck Act**

citizen of the state vs citizen of the United States:

42. "**The Fourteenth Amendment creates and defines citizenship of the United States**. It had long been contended, and had been held by many learned authorities, and had never been judicially decided to the contrary, that there was no such thing as a citizen of the United States, except as that condition arose from citizenship of some state. No mode existed, it was said, of



1 obtaining a citizenship of the United States, except by first becoming a citizen
2 of some state. **This question is now at rest.** The fourteenth amendment
3 defines and declares who shall be citizens of the United States, to wit, “all
4 persons born or naturalized in the United States, and subject to the
5 jurisdiction thereof.” The latter qualification was intended to exclude the
6 children of foreign representatives and the like. With this qualification, every
7 person born in the United States or naturalized is declared to be a citizen of
8 the United States and of the state wherein he resides.” – UNITED STATES V.
9 ANTHONY. [11 Blatchf. 200; 5 Chi. Leg. News. 462, 493; 17 Int. Rev. Rec. 197;
10 30 Leg. Int. 266; 5 Leg. Op. 63; 20 Pittsb. Leg. J. 199.] Circuit Court, N. D. New
11 York. June 18, 1873.

- 12 43. I am “**non resident**” to the “residency” of the fourteenth Amendment and
13 “alien” to the “citizenship” thereof; therefore I, **Kevin: Walker**, **sui juris**, am
14 **not** subject to the jurisdictional statements of the United States Code.
- 15 44. I am **not** a “**resident**” of any state under the fourteenth Amendment and
16 **hereby publicly disavow any and all** contracts, forms, agreements,
17 applications, certificates, licenses, permits, or other documents **that I or any**
18 **other person may have signed expressly or by acquiescence** that would
19 grant me any privileges and thereby ascribe to me rights and duties under a
20 substantive system of law other than the Constitutional Contract of 1787 for
21 the united states of America and of the constitutions for the several states of
22 the Union, exclusive of the fourteenth Amendment.
- 23 45. “It is quite clear, then, that there is a citizenship of the United States** and
24 a citizenship of a State, which are distinct from each other and which
25 depend upon different characteristics or circumstances in the individual.” –
26 Slaughter House Cases, 83 U.S. 36 (1872).
- 27 46. “**We have in our political system a Government of the United States and a**
28 **government of each of the several States.** Each one of these governments is
distinct from the others, and each has citizens of its own who owe it
allegiance, and whose rights, within its jurisdiction, it must protect. **The**
same person may be at the same time a citizen of the United States and a
Citizen of a State, but his rights of citizenship under one of these
governments will be different from those he has under the other.” –
Slaughter House Cases **United States vs. Cruikshank**, 92 U.S. 542 (1875).
47. “One may be a citizen of a State and yet not a citizen of the United States.”
– Thomasson v. State, 15 Ind. 449; Cory v. Carter, 48 Ind. 327 (17 Am. R.
738); McCarthy v. Froelke, 63 Ind. 507; In Re Wehlitz, 16 Wis. 443. [McDonel
v. State, 90 Ind. 320, 323 (1883)] [underlines added].
48. “The first clause of the fourteenth amendment of the federal Constitution
made negroes citizens of the United States**, and citizens of the state in
which they reside, and thereby created **two classes** of citizens, one of the



- 1 United States** and the other of the state." – [4 Dec. Dig. '06, p. 1197, sec. 11]
 2 ["Citizens" (1906), emphasis added].
- 3 49. "That there is a **citizenship of the United States and a citizenship of a state**,
 4 and the privileges and immunities of one are not the same as the other is
 5 well established by the decisions of the courts of this country." – [Tashiro v.
 6 Jordan, 201 Cal. 236 (1927)].
- 7 50. "... both before and after the Fourteenth Amendment to the federal
 8 Constitution, it has not been necessary for a person to be a citizen of the
 9 United States in order to be a citizen of his state." – [Crosse v. Board of
 10 Supervisors of Elections] [221 A.2d 431 (1966)].
- 11 51. "The privileges and immunities clause of the Fourteenth Amendment
 12 protects very few rights because it neither incorporates any of the Bill of
 13 Rights nor protects all rights of individual citizens. See Slaughter-House
 14 Cases, 83 U.S. (16 Wall.) 36, 21 L.Ed. 394 (1873). Instead, this provision
 15 protects only those rights peculiar to being a citizen of the federal
 16 government; it does not protect those rights which relate to state citizenship."
 17 – [Jones v. Temmer, 829 F.Supp. 1226 (USDC/DCO 1993)]

Automobiles **NOT** classified as vehicles but rather Personal:

- 18 52. "Automobile purchased for the purpose of transporting buyer to and from his
 19 place of employment was "consumer goods" as defined in UCC 9-109."
 20 Mallicoat v Volunteer Finance & Loan Corp., 3 UCC Rep Serv 1035; 415
 21 S.W.2d 347 (Tenn. App., 1966).
- 22 53. "The provisions of UCC 2-316 of the Maryland UCC do not apply to sales of
 23 consumer goods (a term which includes automobiles, whether new or used,
 24 that are bought primarily for personal, family, or household use)." **Maryland**
 25 **Independent Automobile Dealers Assoc., Inc. v Administrator, Motor**
 26 **Vehicle Admin.**, 25 UCC Rep Serv 699; 394 A.2d 820, 41 Md App 7 (1978).
- 27 54. "[T]he expression "personal effects" clearly includes an automobile[.]" **In re**
 28 **Burnside's Will**, 59 N.Y.S.2d 829, 831 (1945). Cites Hillhouse, Arthur, and
 Mitchell's Will, supra.
55. "[A] yacht and six automobiles were "personal belongings" and "household
 effects[.]"" **In re Bloomingdale's Estate**, 142 N.Y.S.2d 781, 782 (1955).

Use defines classification:

A Private/Personal Automobile is **NOT** required to be registered by Law.



- 1 56. First, it is **well established law** that the **highways** of the state are **public**
2 **property**, and **their primary and preferred use is for private purposes**, and
3 that their use for purposes of gain is special and extraordinary which,
4 generally at least, the legislature may prohibit or condition as it sees fit."
5 **Stephenson vs. Rinford**, 287 US 251; **Pachard vs Banton**, 264 US 140, and
6 cases cited; **Frost and F. Trucking Co. vs. Railroad Commission**, 271 US 592;
7 **Railroad commission vs. Inter-City Forwarding Co.**, 57 SW.2d 290; **Parlett**
8 **Cooperative vs. Tidewater Lines**, 164 A. 313
- 9 57. The **California Motor Vehicle Code, section 260**: Private cars/vans etc. not
10 in commerce / for profit, are immune to registration fees:
11 (a) A "**commercial vehicle**" is a vehicle of a type **REQUIRED** to be
12 **REGISTERED** under this code".
13 (b) "Passenger vehicles which are **not used** for the transportation of
14 persons **for hire**, compensation or profit, and housecars, **are not**
15 **commercial vehicles**".
16 (c) "a vanpool vehicle is not a **commercial** vehicle."
- 17 58. **18 U.S. Code § 31 - Definition**, expressly stipulates, "The term "**motor**
18 **vehicle**" means every description of carriage or other contrivance propelled
19 or drawn by mechanical power **and used for commercial purposes** on the
20 highways in the transportation of passengers, passengers and property, or
21 property or cargo".
- 22 59. A vehicle not used for **commercial** activity is a "consumer goods", ...it is
23 **NOT** a type of vehicle **required** to be registered and "use tax" paid of which
24 the tab is evidence of receipt of the tax." Bank of Boston vs Jones, 4 UCC Rep.
25 Serv. 1021, 236 A2d 484, UCC PP 9-109.14.
- 26 60. " The **privilege** of using the streets and highways by the operation thereon of
27 motor carriers **for hire** can be acquired only by permission or license from the
28 state or its political subdivision. " – Black's Law Dictionary, 5th ed, page 830.
61. "It is held that a tax upon common carriers by motor vehicles is based upon a
reasonable classification, and does not involve any unconstitutional
discrimination, although **it does not apply to private vehicles**, or those used
by the owner in his own business, and not for hire." **Desser v. Wichita, (1915)**
96 Kan. 820; Iowa Motor Vehicle Asso. v. Railroad Comrs., 75 A.L.R. 22.
62. "Thus self-driven vehicles are **classified according to the use** to which they
are put rather than according to the means by which they are propelled." Ex
Parte Hoffert, 148 NW 20.
63. In view of this rule a statutory provision that the supervising officials "**may**"
exempt such persons when the transportation is not on a **commercial** basis



1 means that they "must" exempt them." *State v. Johnson*, 243 P. 1073; 60
2 C.J.S. section 94 page 581.

- 3 64. "The use to which an item is put, rather than its physical characteristics,
4 determine whether it should be classified as "consumer goods" under UCC
5 9- 109(1) or "equipment" under UCC 9-109(2)." *Grimes v Massey Ferguson,*
6 *Inc.*, 23 UCC Rep Serv 655; 355 So.2d 338 (Ala., 1978).
- 7 65. "Under UCC 9-109 there is a real distinction between goods purchased for
8 personal use and those purchased for business use. The two are mutually
9 exclusive and the **principal use to which the property is put should be**
10 **considered as determinative.**" *James Talcott, Inc. v Gee*, 5 UCC Rep Serv
11 1028; 266 Cal.App.2d 384, 72 Cal.Rptr. 168 (1968).
- 12 66. "The classification of goods in UCC 9-109 are mutually exclusive."
13 *McFadden v Mercantile-Safe Deposit & Trust Co.*, 8 UCC Rep Serv 766; 260
14 Md 601, 273 A.2d 198 (1971).
- 15 67. "The classification of "goods" under [UCC] 9-109 is a question of fact."
16 *Morgan County Feeders, Inc. v McCormick*, 18 UCC Rep Serv 2d 632; 836
17 P.2d 1051 (Colo. App., 1992).
- 18 68. "The definition of "goods" includes an automobile." *Henson v Government*
19 *Employees Finance & Industrial Loan Corp.*, 15 UCC Rep Serv 1137; 257 Ark
20 273, 516 S.W.2d 1 (1974).

21 **The RIGHT to Travel is not a Privilege:**

- 22 69. "No State government entity has the power to allow or deny passage on the
23 **highways**, byways, nor waterways... transporting his vehicles and personal
24 property for either recreation or business, but by being subject only to local
25 regulation i.e., safety, caution, traffic lights, speed limits, etc. **Travel is not a**
26 **privilege requiring, licensing, vehicle registration, or forced insurances.**"
27 *Chicago Coach Co. v. City of Chicago*, 337 Ill. 200, 169 N.E. 22.
- 28 70. The fundamental **Right** to travel is NOT a Privilege, it's a gift granted by
your Creator and restated by our founding fathers as Unalienable and cannot
be taken by any Man / Government made Law or color of law known as a
private "Code" (secret) or a "Statute."
- 71. "Traveling is passing from place to place--act of **performing journey**; and
traveler is person who travels." *In Re Archy* (1858), 9 C. 47.
- 72. "**Right** of transit through each state, with every species of property known to
constitution of United States, and recognized by that paramount law, is
secured by that instrument to each citizen, and does not depend upon



- 1 uncertain and changeable ground of mere comity." **In Re Archy** (1858), 9 C.
2 47.
- 3 73. Freedom to **travel** is, indeed, an important aspect of the citizen's "liberty". We
4 are first concerned with the extent, if any, to which Congress has authorized
5 its curtailment. (Road) **Kent v. Dulles**, 357 U.S. 116, 127.
- 6 74. The **right** to **travel** is a part of the "liberty" of which the citizen cannot be
7 deprived without due process of law under the Fifth Amendment. So much is
8 conceded by the solicitor general. In Anglo Saxon law that right was
9 emerging at least as early as Magna Carta. **Kent v. Dulles**, 357 U.S. 116, 125.
- 10 75. "Even the legislature **has no power** to deny to a citizen the **right** to travel
11 upon the highway and transport his property in the ordinary course of his
12 business or pleasure, though this right may be regulated in accordance with
13 public interest and convenience. **Chicago Coach Co. v. City of Chicago**, 337
14 Ill. 200, 169 N.E. 22, 206.
- 15 76. "... It is now universally recognized that the state does possess such power [to
16 impose such burdens and limitations upon private carriers when using the
17 public highways for the transaction of their business] with respect to
18 common carriers using the public highways for the transaction of their
19 business in the transportation of persons or property for hire. That rule is
20 stated as follows by the **supreme court of the United States**: 'A citizen may
21 have, under the fourteenth amendment, the **right** to travel and transport his
22 property upon them (the public highways) by **auto vehicle**, but **he has no
23 right to make the highways his place of business by using them as a
24 common carrier for hire**. Such use is a privilege which may be granted or
25 withheld by the state in its discretion, without violating either the due
26 process clause or the equal protection clause.' (**Buck v. Kuykendall**, 267 U. S.
27 307 [38 A. L. R. 286, 69 L. Ed. 623, 45 Sup. Ct. Rep. 324].
- 28 77. "The **right** of a citizen to travel upon the highway and transport his property
thereon in the ordinary course of life and business **differs radically an
obviously from that of one who makes the highway his place of business**
and uses it for **private** gain, in the running of a stage coach or omnibus. The
former is the usual and ordinary **right** of a citizen, a **right** common to all;
while the latter is special, unusual and extraordinary. As to the former, the
extent of legislative power is that of regulation; but as to the latter its power
is broader; the right may be wholly denied, or it may be permitted to some
and denied to others, because of its extraordinary nature. This distinction,
elementary and fundamental in character, is recognized by all the
authorities."
78. " Even the legislature has no power to deny to a citizen the **right** to travel
upon the highway and transport his/her property in the ordinary course of



- 1 his business or pleasure, though this right may be regulated in accordance
2 with the public interest and convenience." ["regulated" means traffic safety
3 enforcement, stop lights, signs etc.] – Chicago Motor Coach v. Chicago, 169
4 NE 22.
- 5 79. "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 80. "Owner has constitutional **right** to use and enjoyment of his property."
8 Simpson v. Los Angeles (1935), 4 C.2d 60, 47 P.2d 474.
- 9 81. "There can be no sanction or penalty imposed upon one because of this
10 exercise of constitutional **rights**." – Sherar v. Cullen, 481 F. 945
- 11 82. The **right** of the citizen to **travel** upon the highway and to transport his
12 property thereon, in the ordinary course of life and business, differs radically
13 and obviously from that of one who makes the highway his place of business
14 for private gain in the running of a stagecoach or omnibus." – State vs. City
15 of Spokane, 186 P. 864.
- 16 83. "The **right** of the citizen to **travel** upon the public highways and to transport
17 his/her property thereon either by carriage or automobile, is **not** a mere
18 **privilege** which a city [or State] may prohibit or permit at will, but a common
19 right which he/she has under the **right** to life, liberty, and the pursuit of
20 happiness." – Thompson v. Smith, 154 SE 579.
- 21 84. "The **right** of the Citizen to **travel** upon the public highways and to transport
22 his property thereon, in the ordinary course of life and business, is a
23 common **right** which he has under the **right** to enjoy life and liberty, to
24 acquire and possess property, and to pursue happiness and safety. It includes
25 the right, in so doing, to use the ordinary and usual conveyances of the day,
26 and under the existing modes of **travel**, includes the right to drive a horse
27 drawn carriage or wagon thereon or to operate an automobile thereon, for the
28 usual and ordinary purpose of life and business." – Thompson vs. Smith,
supra.; Teche Lines vs. Danforth, Miss., 12 S.2d 784
85. "The use of the highways for the purpose of **travel** and transportation is not a
mere **privilege**, but a common and fundamental **Right** of which the public
and the individual cannot be rightfully deprived." – Chicago Motor Coach
vs. Chicago, 169 NE 22; Ligare vs. Chicago, 28 NE 934; Boon vs. Clark, 214
SSW 607; 25 Am. Jur. (1st) Highways Sect. 163.
86. "The **right** to b is part of the Liberty of which a citizen cannot deprived
without due process of law under the Fifth Amendment. This Right was
emerging as early as the Magna Carta." – Kent vs. Dulles, 357 US 116 (1958)
87. "The state **cannot** diminish **Rights** of the people." – Hurtado vs. California,
110 US 516.



1 88. "'Personal liberty largely consists of the Right of locomotion -- to go where
2 and when one pleases -- only so far restrained as the Rights of others may
3 make it necessary for the welfare of all other citizens. The **Right** of the Citizen
4 to **travel** upon the public highways and to transport his property thereon, by
5 horse drawn carriage, wagon, or automobile, is not a mere **privilege** which
6 may be permitted or prohibited at will, but the common **Right** which he has
7 under his **Right** to life, liberty, and the pursuit of happiness. Under this
8 Constitutional guarantee one may, therefore, under normal conditions, **travel**
9 at his inclination along the public highways or in public places, and while
conducting himself in an orderly and decent manner, neither interfering with
nor disturbing another's Rights, he will be protected, not only in his person,
but in his safe conduct." – II Am.Jur. (1st) Constitutional Law, Sect.329,
p.1135.

10 Household goods:

- 11 89. "A **carriage is** peculiarly a family or **household** article. It contributes in a
12 large degree to the health, convenience, comfort, and welfare of the
13 householder or of the family." **Arthur v Morgan**, 113 U.S. 495, 500, 5 S.Ct. 241,
243 S.D. NY 1884).
- 14 90. "The **Supreme Court**, in **Arthur v. Morgan**, 112 U.S. 495, 5 S.Ct. 241, 28 L.Ed.
15 825, held that **carriages were properly classified as household effects**, and
16 we see no reason that automobiles should not be similarly disposed of."
Hillhouse v United States, 152 F. 163, 164 (2nd Cir. 1907).
- 17 91. "A soldier's **personal automobile** is part of his ``**household goods**[.]" **U.S. v**
18 **Bomar**, C.A.5(Tex.), 8 F.3d 226, 235" 19A Words and Phrases - Permanent
Edition (West) pocket part 94.
- 19 92. "[I]t is a jury question whether ... an automobile ... is a motor vehicle[.]"
20 **United States v Johnson**, 718 F.2d 1317, 1324 (5th Cir. 1983).
- 21 93. "In determining whether or not a motor boat was included in the expression
22 household effects, Matter of Winburn's Will, supra [139 Misc. 5, 247 N.Y.S.
23 592], stated the test to be ``whether the articles are or are not used in or by the
household, or for the benefit or comfort of the family"." **In re Bloomingdale's**
24 **Estate**, 142 N.Y.S.2d 781, 785 (1955).
- 25 94. "**The use to which an item is put, rather than its physical characteristics**,
26 determine whether it should be classified as ``consumer goods" under UCC
9- 109(1) or ``equipment" under UCC 9-109(2)." **Grimes v Massey Ferguson,**
Inc., 23 UCC Rep Serv 655; 355 So.2d 338 (Ala., 1978).
- 27 95. "Under UCC 9-109 there is a real distinction between goods purchased for
28 personal use and those purchased for business use. The two are mutually



- 1 exclusive and the **principal use to which the property is put should be**
2 **considered as determinative.** **James Talcott, Inc. v Gee**, 5 UCC Rep Serv
3 1028; 266 Cal.App.2d 384, 72 Cal.Rptr. 168 (1968).
- 4 96. "The **classification of goods** in UCC 9-109 are **mutually exclusive.**"
5 **McFadden v Mercantile-Safe Deposit & Trust Co.**, 8 UCC Rep Serv 766; 260
6 Md 601, 273 A.2d 198 (1971).
- 7 97. "The classification of ``goods" under [UCC] 9-109 is a **question of fact.**"
8 **Morgan County Feeders, Inc. v McCormick**, 18 UCC Rep Serv 2d 632; 836
9 P.2d 1051 (Colo. App., 1992).
- 10 98. "In determining whether or not a motor boat was included in the expression
11 household effects, Matter of Winburn's Will, supra [139 Misc. 5, 247 N.Y.S.
12 592], stated the test to be ``whether the articles are or are not used in or by the
13 household, or for the benefit or comfort of the family"." **In re Bloomingdale's**
14 **Estate**, 142 N.Y.S.2d 781, 785 (1955).
- 15 99. "The term ``**household goods**" ... **includes everything** about the house that is
16 usually held and enjoyed therewith and that tends to the comfort and
17 accommodation of the household. **Lawwill v. Lawwill**, 515 P.2d 900, 903, 21
18 Ariz.App. 75" 19A Words and Phrases - Permanent Edition (West) pocket
19 part 94. Cites Mitchell's Will below.
- 20 100. "Bequest ... of such ``household goods and effects" ... included not only
21 household furniture, but everything else in the house that is usually held and
22 used by the occupants of a house to lead to the comfort and accommodation
23 of the household. State ex rel. **Mueller v Probate Court of Ramsey County**,
24 32 N.W.2d 863, 867, 226 Minn. 346." 19A Words and Phrases - Permanent
25 Edition (West) 514.
- 26 101. "All household goods owned by the user thereof and used solely for
27 noncommercial purposes shall be exempt from taxation, and such person
28 entitled to such exemption shall not be required to take any affirmative action
to receive the benefit from such exemption." Ariz. Const. Art. 9, 2.
102. "[H]ousehold goods" ...did not [include] an automobile...used by the testator,
who was a practicing physician, in going from his residence to his office and
vice versa, and in making visits to his patients." **Mathis v Causey**, et al., 159
S.E. 240 (Ga. 1931).
103. "Debtors could not avoid lien on motor vehicle, as **motor vehicles are not**
``**household goods**" within the meaning of Bankruptcy Code lien avoidance
provision. **In re Martinez, Bkrtcy.N.M.**, 22 B.R. 7, 8." 19A Words and Phrases
- Permanent Edition (West) pocket part 94.



- 1 104. "The definition of ``goods" includes an automobile." Henson v Government
- 2 Employees Finance & Industrial Loan Corp., 15 UCC Rep Serv 1137; 257 Ark
- 3 273, 516 S.W.2d 1 (1974).
- 4 105. "An automobile was part of testatrix' ``household goods" within codicil. **In re**
- 5 **Mitchell's Will**, 38 N.Y.S.2d 673, 674, 675 [1942]." 19A Words and Phrases -
- 6 Permanent Edition (West) 512. Cites Arthur v Morgan, supra.

The People are the Sovereign(s)!

- 8 106. Therefore, I have determined and hereby affirm by **AFFIDAVIT** and under
- 9 oath, by virtue of my declared **sovereign** state Citizenship and American case
- 10 law, that I am **NOT** required to have government permission to **travel**, **NOT**
- 11 required to have a driver's license, **NOT** required to have vehicle registration
- 12 of my personal/private property, nor to surrender the lawful title of my duly
- 13 conveyed property to the State as security against government indebtedness
- 14 and the undeclared federal bankruptcy. **ANY administrative rule, regulation**
- 15 **or statutory act of ANY State legislature or judicial tribunal to the contrary**
- 16 **is unlawful and clearly unconstitutional, thus NULL and VOID.** American
- 17 case law has clearly adjudicated that.
- 18 107. "The individual may stand upon his **constitutional rights** as a citizen. He is
- 19 entitled to carry on his **private** business in his own way. **His power to**
- 20 **contract is unlimited.** He owes no such duty [to submit his books and papers
- 21 for an examination] to the State, since he receives nothing therefrom, beyond
- 22 the protection of his life and property. His rights are such as existed by the
- 23 law of the land [Common Law] **long antecedent to the organization of the**
- 24 **State**, and can only be taken from him by due process of law, and in
- 25 accordance with the Constitution. Among his **rights** are a **refusal to**
- 26 **incriminate himself**, and **the immunity of himself and his property from**
- 27 **arrest or seizure except under a warrant of the law.** He owes nothing to the
- 28 public so long as he does not trespass upon their rights." Hale v. Henkel, 201
- U.S. 43 at 47 (1905).
- 108. "**the people**, not the States, **are sovereign.**" – Chisholm v. Georgia, 2 Dall. 419,
- 2 U.S. 419, 1 L.Ed. 440 (1793).
- 109. It cannot be assumed that the framers of the constitution and the people who
- adopted it, did not intend that which is the plain import of the language
- used. When the language of the constitution is positive and free of all
- ambiguity, all courts are not at liberty, by a resort to the refinements of legal
- learning, to restrict its obvious meaning to avoid the hardships of particular
- cases. We must accept the constitution as it reads when its language is



- 1 unambiguous, for it is the mandate of the **sovereign** power. **Cook vs Iverson**,
2 122, N.M. 251.
- 3 110. "Right of protecting property, declared inalienable by constitution, is not
4 mere right to protect it by individual force, but right to protect it by law of
5 land, and force of body politic." **Billings v. Hall** (1857), 7 C. 1.
- 6 111. "Constitution of this state declares, **among inalienable rights** of each citizen,
7 that of **acquiring, possessing and protecting property**. This is one of primary
8 objects of government, is guaranteed by constitution, and cannot be impaired
9 by legislation." **Billings v. Hall** (1857), 7 C. 1.
- 10 112. "The state constitution is the mandate of a **sovereign** people to its servants
11 and representatives. Not one of them has a right to ignore or disregard these
12 mandates..." **John F. Jelko Co. vs. Emery**, 193 Wisc. 311; 214 N.W. 369, 53
13 A.L.R., 463; **Lemon vs. Langlin**, 45 Wash. 2d 82, 273 P.2d 464. People are
14 supreme, not the state. **Waring vs. the Mayor of Savannah**, 60 Georgia at 93.
- 15 113. The **people of the State do not yield their sovereignty to the agencies which**
16 **serve them**. The people, in delegating authority, do not give their public
17 servants the right to decide what is good for the people to know and what is
18 not good for them to know. The people insist on remaining informed so that
19 they may retain control over the instruments they have created. (**Added**
20 **Stats. 1953, c. 1588, p.3270, sec. 1.**)
- 21 114. The **people are the recognized source of all authority**, state or municipal,
22 and to this authority it must come at last, whether immediately or by
23 circuitous route. **Barnes v. District of Columbia**, 91 U.S. 540, 545 [23: 440,
24 441]. p 234.
- 25 115. "the government is but an agency to the state," -- the state being the
26 **sovereign** people. **State v. Chase**, 175 Minn, 259, 220 N.W. 951, 953.
- 27 116. Sovereignty itself is, of course, not subject to law, for it is the author and
28 source of law; but in our system, while **sovereign** powers are **delegated** to
the agencies of government, sovereignty itself remains with the **people, by**
whom and for whom **all** government exists and acts. And the law is the
definition and limitation of power.
117. "...The Congress cannot revoke the **Sovereign** power of the **people** to
override their will as thus declared." **Perry v. United States**, 294 U.S. 330, 353
(1935).
118. "The Doctrine of **Sovereign** Immunity is one of the Common-Law
immunities and defenses that are available to the Sovereign..." **Citizen of**
Minnesota. Will v. Michigan Dept. of State Police, (1988) 491 U.S. 58, 105
L.Ed. 2d. 45, 109 S.Ct. 2304.



- 1 119. "The people of the state, as the successors of its former **sovereign**, are entitled
2 to all the rights which formerly belonged to the king by his own prerogative."
3 **Lansing v. Smith**, (1829) 4 Wendell 9, (NY).
- 4 120. History is clear that the first ten amendments to the Constitution were
5 adopted to secure certain common law rights of the **people**, against invasion
6 by the Federal Government." **Bell v. Hood**, 71 F.Supp., 813, 816 (1947)
7 U.S.D.C. -- So. Dist. CA.
- 8 121. When any court violates the clean and unambiguous language of the
9 Constitution, a fraud is perpetrated and no one is bound to obey it. (See 16
10 Ma. Jur. 2d 177, 178) **State v. Sutton**, 63 Minn. 147, 65 NW 262, 30 L.R.A. 630
11 Am. 459.
- 12 122. "The 'liberty' guaranteed by the constitution must be interpreted in the light
13 of the common law, the principles and history of which were familiar and
14 known to the framers of the constitution. This liberty denotes the right of the
15 individual to engage in any of the common occupations of life, to locomote,
16 and generally enjoy those rights long recognized at common law as essential
17 to the orderly pursuit of happiness by free men." **Myer v. Nebraska**, 262 U.S.
18 390, 399; **United States v. Kim Ark**, 169 U.S. 649, 654.
- 19 123. "An unconstitutional act is not law; it confers no rights; it imposes no duties;
20 affords no protection; it creates no office; it is in legal contemplation, as
21 inoperative as though it had never been passed." **Norton vs. Shelby County**,
22 118 US 425 p. 442.
- 23 124. "No one is bound to obey an unconstitutional law and no courts are bound to
24 enforce it." **16 Am Jur 2nd**, Sec 177 late 2d, Sec 256.
- 25 125. All laws which are repugnant to the Constitution are null and void. Chief
26 Justice Marshall, **Marbury vs Madison**, 5, U.S. (Cranch) 137, 174, 176 (1803).
- 27 126. **Any violation of my Rights, Freedom, or Property** by the U.S. federal
28 government, or any agent thereof, would be an illegal and unlawful excess,
clearly outside the limited boundaries of federal jurisdiction. My
understanding is that the jurisdiction of the U.S. federal government is
defined by Article I, Section 8, Clause 17 of the U.S. Constitution, quoted as
follows: "**The Congress shall have the power . . . To exercise exclusive
legislation in all cases whatsoever, over such district (NOT EXCEEDING
TEN MILES SQUARE)** as may, by cession of particular states and the
acceptance of Congress, become the seat of the Government of the United
States, [District of Columbia] and to exercise like authority over all places
purchased by the consent of the legislature of the state in which the same
shall be, for the Erection of Forts, Magazines, Arsenals, dock yards and other
needful Buildings; And - To make all laws which shall be necessary and
proper for carrying into Execution the foregoing Powers..." [emphasis added]



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and Article IV, Section 3, Clause 2: "The Congress shall have the Power to dispose of and make all needful Rules and Regulations respecting the Territory or other Property belonging to the United States; and nothing in this Constitution shall be so construed as to Prejudice any Claims of the United States, or of any particular State." -- The definition of the "United States" being used here, then, is limited to its **territories**: (1) The District of Columbia (2) Commonwealth of Puerto Rico (3) U.S. Virgin Islands (4) Guam (5) American Samoa (6) Northern Mariana Islands (7) Trust Territory of the Pacific Islands (8) Military bases within the several states (9) Federal agencies within the several states.

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

128. **ANY action involving a citation or ticket issued, confiscation, impoundment or search and seizure of my private property by a police officer or ANY other public servant or employee that carries a fine or jail time is a penalty or sanction, thus converting a right into a crime. ANY citation or ticket is thus NULL and VOID.** Under every circumstance without exception, government officials must hold the Constitution for the united states of America (1791) supreme over ANY other laws, regulations or orders. Every police (executive) officer or judicial officer has sworn an oath to protect the lives, property and rights of the citizens of the united states of America under the supreme law of the land. **ANY act to deprive state Citizens of their constitutionally protected rights is a direct violation of their oath of office, a felony and a federal crime.**

Government, Public Servants, Officers, Judges are NOT Immune from suit!



- 1 129. "Public officials are **not** immune from suit when they transcend their lawful
2 authority by invading constitutional rights." – AFLCIO v. Woodward, 406 F2d
3 137 t.
- 4 130. "Immunity **fosters neglect and breeds irresponsibility** while liability
5 promotes care and caution, which caution and care is owed by the
6 government to its people." (Civil Rights) **Rabon vs Rowen Memorial**
7 **Hospital, Inc.** 269 N.S. 1, 13, 152 SE 1 d 485, 493.
- 8 131. Government Immunity - "In Land v. Dollar, 338 US 731 (1947), the court
9 noted, "that when the government entered into a **commercial** field of activity,
10 it left immunity behind." Brady v. Roosevelt, 317 US 575 (1943); FHA v. Burr,
11 309 US 242 (1940); Kiefer v. RFC, 306 US 381 (1939).
- 12 132. The high Courts, through their citations of authority, have frequently
13 declared, that "...where any state proceeds against a private individual in a
14 judicial forum it is well settled that the state, county, municipality, etc. waives
15 any immunity to counters, cross claims and complaints, by direct or collateral
16 means regarding the matters involved." Luckenback v. The Thekla, 295 F
17 1020, 226 Us 328; Lyders v. Lund, 32 F2d 308;
- 18 133. "When enforcing mere statutes, judges of all courts do not act judicially (and
19 thus are not protected by "qualified" or "limited immunity," - SEE: Owen v.
20 City, 445 U.S. 662; Bothke v. Terry, 713 F2d 1404) - - "but merely act as an
21 extension as an agent for the involved agency -- but only in a "ministerial"
22 and not a "discretionary capacity..." Thompson v. Smith, 154 S.E. 579, 583;
23 Keller v. P.E., 261 US 428; F.R.C. v. G.E., 281, U.S. 464.
- 24 134. **Immunity for judges does not extend to acts which are clearly outside of**
25 **their jurisdiction. Bauers v. Heisel**, C.A. N.J. 1966, 361 F.2d 581, Cert. Den. 87
26 S.Ct. 1367, 386 U.S. 1021, 18 L.Ed. 2d 457 (see also **Muller v. Wachtel**,
27 D.C.N.Y. 1972, 345 F.Supp. 160; **Rhodes v. Houston**, D.C. Nebr. 1962, 202
28 F.Supp. 624 affirmed 309 F.2d 959, Cert. den 83 St. 724, 372 U.S. 909, 9 L.Ed.
719, Cert. Den 83 S.Ct. 1282, 383 U.S. 971, 16 L.Ed. 2nd 311, Motion denied
285 F.Supp. 546).
135. "Judges not only can be sued over their official acts, but could be held **liable**
for injunctive and declaratory relief and attorney's fees." **Lezama v. Justice**
Court, A025829.
136. "The immunity of judges for acts within their judicial role is beyond cavil."
Pierson v. Ray, 386 U.S. 547 (1957).
137. "There is no common law judicial immunity." **Pulliam v. Allen**, 104S.Ct. 1970;
cited in Lezama v. Justice Court, A025829. "Judges, members of city council,
and police officers as well as other public officials, may utilize good faith
defense of action for damages under 42-1983, but **no public official has**
absolute immunity from suit under the 1871 civil rights statute." (**Samuel vs**



- 1 **University of Pittsburg**, 375 F.Supp. 1119, 'see also, **White vs Fleming** 374
2 Supp. 267.
- 3 138. "Ignorance of the law does not excuse misconduct in anyone, least of all in a
4 sworn officer of the law." **In re McCowan** (1917), 177 C. 93, 170 P. 1100.
- 5 139. "All are presumed to know the law." **San Francisco Gas Co. v. Brickwedel**
6 (1882), 62 C. 641; **Dore v. Southern Pacific Co.** (1912), 163 C. 182, 124 P. 817;
7 **People v. Flanagan** (1924), 65 C.A. 268, 223 P. 1014; **Lincoln v. Superior**
8 **Court** (1928), 95 C.A. 35, 271 P. 1107; **San Francisco Realty Co. v. Linnard**
9 (1929), 98 C.A. 33, 276 P. 368.
- 10 140. "It is one of the fundamental maxims of the common law that ignorance of
11 the law excuses no one." **Daniels v. Dean** (1905), 2 C.A. 421, 84 P. 332.
- 12 141. "Where rights secured by the Constitution are involved, there can be no rule
13 making or legislation which would abrogate them." – *Miranda vs. Arizona*,
14 384 US 436, 491
- 15 142. "Judge acted in the face of clearly valid statutes or case law expressly
16 depriving him of (personal) jurisdiction would be liable." **Dykes v.**
17 **Hosemann**, 743 F.2d 1488 (1984).
- 18 143. "In such case the judge has lost his judicial function, has become a mere
19 **private** person, and is liable as a trespasser for damages resulting from his
20 unauthorized acts."
- 21 144. "Where there is no jurisdiction there is no judge; the proceeding is as nothing.
22 Such has been the law from the days of the Marshalsea, 10 Coke 68; also
23 **Bradley v. Fisher**, 13 Wall 335,351." **Manning v. Ketcham**, 58 F.2d 948.
- 24 145. "A distinction must be here observed between excess of jurisdiction and the
25 clear absence of all jurisdiction over the subject-matter any authority
26 exercised is a usurped authority and for the exercise of
- 27 146. "Personal liberty -- consists of the power of locomotion, of changing
28 situations, of removing one's person to whatever place one's inclination may
 direct, without imprisonment or restraint unless by due process of law." –
 Bovier's Law Dictionary, 1914 ed., *Black's Law Dictionary*, 5th
 ed.;*Blackstone's Commentary* 134; *Hare, Constitution*__Pg. 777.
147. "The Senators and Representatives before mentioned, and the Members of
 the several state Legislatures, and all executive and judicial officers, both of
 the United States and of the several states, shall be bound by Oath or
 Affirmation, to support this Constitution;" – *Constitution*
148. **ANY** action by a police (i.e., executive) officer, officer of the court, public
 servant or government official to assert unlawful authority under the "*color*
 of law" will be construed as a **direct and willful violation of my**



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constitutionally protected rights, and will be prosecuted to the full extent of American law.

149. **"Whoever** under the color of any law, statute, ordinance, regulation, or custom, willfully subjects any inhabitant of any state, Territory, or District to the deprivation of ANY rights, privileges or immunities secured or protected by the Constitution of laws of the United States...shall be fined not more than \$1,000 or imprisoned not more than one year, or both..." – 18 USC 242.

150. Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and internationally protected persons, stipulates: **Whoever** assaults, strikes, wounds, imprisons, or offers violence to a foreign official, official guest, or internationally protected person or makes any other violent attack upon the person or liberty of such person, or, if likely to endanger his person or liberty, makes a violent attack upon his **official premises, private accommodation, or means of transport or attempts** to commit any of the foregoing **shall be** fined under this title or imprisoned not more than three years, or both. **Whoever** in the commission of any such act uses a deadly or dangerous weapon, or inflicts bodily injury, shall be fined under this title or imprisoned not more than ten years, or both. (b) **Whoever willfully – (1) intimidates, coerces, threatens, or harasses** a foreign official or an official guest or obstructs a foreign official in the performance of his duties; (2) **attempts to** intimidate, coerce, threaten, or harass a foreign official or an official guest or obstruct a foreign official in the performance of his duties; or (3) within the United States and within one hundred feet of any building or premises in whole or in part owned, used, or occupied for official business or for diplomatic, consular, or residential purposes by – (A) a foreign government, including such use as a mission to an international organization; (B) an international organization; (C) a foreign official; or (D) an official guest; congregates with two or more other persons with intent to violate any other provision of this section; **shall be** fined under this title or imprisoned not more than six months, or both.

151. 15 U.S. Code § 2 - Monopolizing trade a felony; penalty, stipulates: **Every person who shall monopolize, or attempt to monopolize, or combine or conspire with any other person or persons, to monopolize any part of the trade or commerce** among the several States, or with foreign nations, **shall be deemed guilty of a felony**, and, on conviction thereof, **shall be** punished by fine not exceeding \$100,000,000 if a corporation, or, if any other person, \$1,000,000, or **by imprisonment** not exceeding 10 years, or by both said punishments, in the discretion of the court

152. 18 U.S. Code § 1025 - False pretenses on high seas and other waters, expressly stipulates: **Whoever**, upon **any** waters or vessel within the special maritime and territorial jurisdiction of the United States, by **any** fraud, or



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

- 11 153. **ALL ARE EQUAL UNDER THE LAW.** (God's Law - Moral and Natural
 12 Law). Exodus 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40; Luke
 13 10:17; Col. 3:25. "No one is above the law".
- 14 154. **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE**
 15 **EXPRESSED.** (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). -- **Legal maxim:** "To lie is to
 16 go against the mind." Oriental proverb: "Of all that is good, sublimity is
 17 supreme."
- 18 155. **IN COMMERCE TRUTH IS SOVEREIGN** (Exodus 20:16; Ps. 117:2; John
 19 8:32; II Cor. 13:8) Truth is **sovereign** -- and the **Sovereign** tells only the truth.
- 20 156. **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.** (Lev. 5:4-5;
 21 Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5: 12)
- 22 157. **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.**
 23 (12 Pet. 1:25; Heb. 6:13-15); "He who does not deny, admits."
- 24 158. **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN**
 25 **COMMERCE.** (Heb. 6:16-17); "There is nothing left to resolve."
- 26 159. **WORKMAN IS WORTHY OF HIS HIRE.** The first of these is expressed in
 27 Exodus 20:15; Lev. 19:13; Mat. 10:10; Luke 10:7; II Tim. 2:6. **Legal maxim:** "It
 28 is against equity for freemen not to have the free disposal of their own
 property."
160. **HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.**
 (Book of Job; Mat. 10:22) -- **Legal maxim:** "He who does not repel a wrong
 when he can occasions it.")
161. " **Statements of fact contained in affidavits which are not rebutted by the**
opposing party's affidavit or pleadings may be accepted as true by the trial
 court. " --Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976).

Executed "*without the United States*" in accord with 28 USC § 1746.

FURTHER THIS AFFIANT SAITH NOT.



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ESTOPPEL BY ACQUIESCENCE:

If the addressee(s) or an intended recipient of this notice fail to respond addressing each point, on a point by point basis, they individually and collectively accept all of the statements, declaration, stipulations, facts, and claims as **TRUTH** and fact by **TACIT PROCURATION**, all issues are deemed settled **RES JUDICATA, STARE DECISIS** and by **COLLATERAL ESTOPPEL**. You may **not** argue, controvert, or otherwise protest the finality of the administrative findings in any subsequent process, whether administrative or judicial. (See Black's Law Dictionary 6th Ed. for any terms you do not "understand").

Your failure to completely answer and respond will result in your agreeing not to argue, controvert or otherwise protest the finality of the administrative findings in any process, whether administrative or judicial, as certified by Notary or Witness Acceptor in an Affidavit Certificate of Non Response and/or Judgement, or similar.

Should YOU fail to respond, provide partial, unsworn, or incomplete answers, such are not acceptable to me or to any court of law. See, *Sieb's Hatcheries, Inc. v. Lindley*, 13 F.R.D. 113 (1952)., "Defendant(s) made no request for an extension of time in which to answer the request for admission of facts and filed only an unsworn response within the time permitted," thus, under the specific provisions of Ark. and Fed. R. Civ. P. 36, the facts in question were deemed admitted as true. Failure to answer is well established in the court. *Beasley v. U. S.*, 81 F. Supp. 518 (1948)., "I, therefore, hold that the requests will be considered as having been admitted." Also as previously referenced, "Statements of fact contained in affidavits which are not rebutted by the opposing party's affidavit or pleadings may be accepted as true by the trial court." --*Winsett v. Donaldson*, 244 N.W.2d 355 (Mich. 1976),

COMMERCIAL OATH AND VERIFICATION:

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

I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and not misleading to the best of Affiant's knowledge and belief under penalty of International Commercial Law and state this to be HIS Affidavit of Truth regarding same signed and sealed this-28th day of DECEMBER in the year two thousand twenty three:

By *Special Limited Appearance, sui juris,*
all rights reserved *without prejudice* and without recourse. UCC § 1-308, 3-402.

By: 
Kevin Walker, *Authorized Representative, Attorney In Fact*
Secured Party, Executor, national,
private bank(er) EIN # 9x-xxxxx07

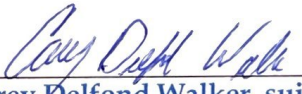


1 Let this document stand as truth before the Almighty Supreme Creator and let it be established
2 before men according as the scriptures saith: "But if they will not listen, take one or two others along, so
3 that every matter may be established by the testimony of two or three witnesses." Matthew 18:16.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

4 By Special Limited Appearance,
5 All rights reserved without prejudice or recourse, U.C.C §1-308,
6 3-402.

7 By: 
8 **Donnabelle Escarez Mortel, sui juris, Attorney In Fact, national,**
9 **Authorized Representative, Executor, Secured Party. (WITNESS)**
10 **private bank(er) ID # 9x-xxxxxx6**

11 By Special Limited Appearance,
12 All rights reserved without prejudice or recourse, U.C.C §1-308,
13 3-402.

14 By: 
15 **Corey Delfond Walker, sui juris, national,**
16 **Authorized Representative, Executor, Secured Party. (WITNESS)**
17 **private bank(er) ID # 9x-xxxxxx7**

18 **NOTICE:**

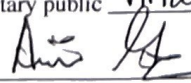
19 Using a notary on this document does **not** constitute any adhesion, **nor does it alter my status in**
20 **any manner.** The purpose for notary is verification and identification **only** and **not** for entrance
21 into **any** foreign jurisdiction.

22 **JURAT**

23 State of California)
24)
25) ss.
26)
27 County of Riverside)

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

28 Subscribed and sworn to (of affirmed) before me on this 29 day of December, 20 23,
by Kevin Lewis Walker, proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

Notary public Ariana Maria Georges (Notary Public)

Print name



-Exhibit H-

HOLD HARMLESS AND INDEMNITY AGREEMENT

No. KLW0001HHIA

Non-Negotiable between the Parties

PARTIES

Bailor: KEVIN LEWIS WALKER
11400 W OLYMPIC BLVD SUITE 200
LOS ANGELES, CA [90064]

Bailee: Kevin Lewis Walker
c/o 41593 Winchester Road Suite 200
Temecula, California [92591]
Non-domestic without the US

AGREEMENT

- I. On this 12th day of February, in year of our Lord Two Thousand Twenty-Four, this **Hold Harmless and Indemnity Agreement** is mutually agreed upon and permanently entered between the juristic person KEVIN LEWIS WALKER, KEVIN L. WALKER, WALKER KEVIN LEWIS, KLW Etc., a debtor, herein the Bailor, including, but not limited to, any and all variations and derivatives in spelling of said name except Kevin Lewis Walker, or any and all variations of said name, and the living, breathing, flesh-and-blood man, known by the distinctive appellation Kevin Lewis Walker, and including, but not limited to Kevin Lewis Walker, Walker Kevin Lewis, KL Walker, KLW, Kevin L Walker , and any and all variations and derivatives in spelling of said name, a creditor, herein the Bailee.
- II. For valuable consideration, Bailor, without benefit of discussion, and without division, does hereby expressly agree, covenant, and undertake the indemnification of, and does hold harmless Bailee from and against, but not limited to any and all: claims or legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summons[s], lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due or may hereafter arise, to include any such claims and the like that may hereafter arise with regard to any and all Collateral of Bailor, including, but not limited to all Collateral described on Bailor's List of Collateral, by separate document, presented herewith. Bailor does hereby expressly covenant and agree that Bailee shall not under any circumstances be considered an accommodating party nor a surety for Bailor.

WORDS DEFINED GLOSSARY OF TERMS

As used in this Hold Harmless and Indemnity Agreement, the following words and terms are as defined in this section, non-obstante:

1. Appellation: "A general term introduces and specifies a particular term used in addressing, greeting, calling out for, and making appeals of a particular living breathing flesh and blood man."
2. Bailee: Kevin Lewis Walker "In the law of contracts. One to whom goods are bailed; the party to whom personal property is delivered under a contract of bailment." See *Black's Law Dictionary, 1st ed.*
3. Bailment: "BAILMENT. A delivery of goods or personal property, by one person to another, in trust for the execution of a special object upon or in relation to such goods, beneficial either to the bailor or bailee or both, and upon a contract, express or implied, to perform the trust and carry out such object, and thereupon either to redeliver the goods to the bailor or otherwise dispose of the same in conformity with the purpose of the trust. See Code Ga. 1882, § 2058. See *Black's Law Dictionary, 1st ed.*
4. Bailor: KEVIN LEWIS WALKER "The party who bails or delivers goods to another, in the contract of

INITIALS: KLW

Initials: KLW

bailment. See *Black's Law Dictionary, 1st ed.*

5. Collateral: In this Security Agreement the term "Collateral" means any property and property rights of Debtor, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, with ownership either in the name of Debtor or in the name of another in which the Debtor holds a beneficial interest and secures the entire obligation or amount of indebtedness. "Collateral" includes but is not limited by any of the following: (a) Any accessions, increases, and additions, replacements of, or substitutions for, any property described in Bailor's List of Collateral presented by separate document; (b) Any products, produce, or proceeds of any of the property described in Bailor's List of Collateral presented by separate document; (c) Any accounts, general intangibles, instruments, monies, payments, or contract rights, or any other rights, arising out of sale, lease, or other disposition of any of the property described in Bailor's List of Collateral presented by separate document; (d) Any proceeds, including insurance, bond, general intangibles, or account(s) proceeds, from the sale, destruction, loss, or other disposition of any of the property described in Bailor's List of Collateral presented by separate document; (e) Any records or data involving any property described in Bailor's List of Collateral presented by separate document, not limited by any writing, photograph, microfilm, microfiche, tape, electronic media, or the like, together with any of Debtor's right, title, or interest in any computer software or hardware required for utilizing, creating, maintaining, and processing any such records or data in any electronic media.

6. Conduit: "Conduit signifies means of transmitting and distributing energy and affects the production of labor such as goods or services by way of KEVIN LEWIS WALKER, KEVIN L. WALKER, WALKER KEVIN LEWIS, KLW including, but not limited to, any and all variations and derivatives of Bailee except Kevin Lewis Walker any variations and derivatives thereof."

7. Creditor: "Means Kevin Lewis Walker as creditor and Bailee. means a person to whom a debt is owing by another person who is the "debtor." One who has a right to require the fulfillment of an obligation or contract. One to whom money is due, and, in ordinary acceptation, has reference to financial or business transactions. The antonym of "debtor." See also *Black's Law Dictionary, 6th ed. And UCC § 1-201 (12) (Secured Party)*.

8. Debtor: THE ORGANIZATION "KEVIN LEWIS WALKER, KEVIN L. WALKER, WALKR KEVIN LEWIS, KLW" means including, but not limited to, any and all variations and derivatives in spelling of said name except Kevin Lewis Walker." One who owes a debt; he who may be compelled to pay a claim or demand and UCC § 9-105 (l) (d). See also *Black's Law Dictionary, 3rd ed.*

9. Derivative: "Coming from another; taken from something preceding, secondary; that which has not the origin in itself but obtains existence from something foregoing and a fundamental nature; anything derived from another." See *Black's Law Dictionary, 3RD ed.*

10. Ens legis: "A creature of the law; an artificial being, as contrasted with a natural person, applied to corporation, considered as deriving its existence entirely from the law." See *Black's Law Dictionary, 3rd ed.*

11. Juristic person: "An abstract legal entity ens legis such as a corporation created by construct of law considered possessing certain legal rights/duties of a human being; an imaginary entity, such as Debtor, i.e. KEVIN LEWIS WALKER upon basis of legal reasoning, is legally treated as a human being for purpose of conducting commercial activity for benefit of a biological living being such as Creditor." See also *Black's Law Dictionary, 7th ed*

12. KEVIN LEWIS WALKER: "The Debtor KEVIN LEWIS WALKER means KEVIN LEWIS WALKER including, but not limited to, any and all variations and derivatives in the spelling of said name except Kevin Lewis Walker."

13. Living breathing flesh and blood man: "The Creditor Kevin Lewis Walker Bailee a sentient living being, as distinguished from an artificial legal construct, ens legis, i.e. a juristic person, created by contract of law."

INITIALS: KLW

Initials: KLW

14. Non obstanate: “Notwithstanding words anciently used in public and private instruments with intent of precluding in advance ‘any interpretation’ other than certain declared objects, purposes.” See also *Black’s Law Dictionary, 3rd ed*

15. Sentient living being: “The Creditor, i.e. Kevin Lewis Walker Bailee a living breathing flesh and blood man, as distinguished from an abstract legal construct such as an artificial entity, juristic person, corporation, partnership, association.”

16. Transmitting Utility: “The term transmitting utility means a conduit, e.g., the Debtor, i.e. KEVIN LEWIS WALKER, KEVIN WALKER, KEVIN L. WALKER, WALKER KEVIN LEWIS, KLW,” including, but not limited to, any and all variations and derivatives in the spelling of said name except Kevin Lewis Walker.

17. U.C.C.: “U.C.C. Means Uniform Commercial Code.”

SIGNATURES

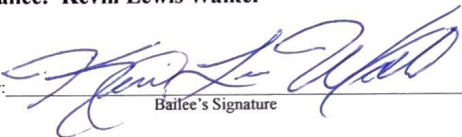
Bailee accepts all signatures in accordance with the Uniform Commercial Code and acknowledges Bailor’s signature as representative of all derivations thereof.

This Hold – Harmless and Indemnity Agreement No. KLV0001HHIA is dated: the 12th day of February in the year of A.D. 2024.

Bailor: KEVIN LEWIS WALKER

Bailee: Kevin Lewis Walker

/s/ KEVIN LEWIS WALKER
Bailor’s Signature

By: 
Bailee’s Signature

Entitlement Holder or Bailee accepts Bailor’s signature in accord with UCC §§ 1-201(39), 3-401 and accepts for value this Hold – Harmless and Indemnity Agreement and any of Bailor’s Collateral described herein and on Attachment ‘A’.

Autograph Common Law Trade-name 2024 by Kevin Lewis Walker. All Rights Reserved.

State of California.)
) ss.
County of Riverside.)

State of California.)
) ss.
County of Riverside.)

On this 12TH day of FEBRUARY, 2024, before me, Shubhangi R. ZUMALE, a Notary Public, personally appeared KEVIN LEWIS 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.


On this 12th day of February, 2024, before me, Shubhangi R. ZUMALE, a Notary Public, personally appeared Kevin Lewis 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.

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

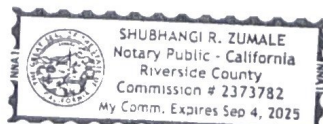
WITNESS my hand and official seal.

WITNESS my hand and official seal.

 (Seal):

 (Seal):

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.



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INITIALS: KLW

Initials: 

-Exhibit I-

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Kevin Lewis Walker 310-923-8521
B. E-MAIL CONTACT AT FILER (optional) kevinwalker@me.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) KEVIN LEWIS WALKER c/o 41593 Winchester Road, Suite 200 Temecula, CA 92590, USA

Filed in the Office of <i>FVAguilar</i> Secretary of State State Of Nevada	Initial Filing Number 2024385925-4
	Filed On February 13, 2024 10:31 AM
	Number of Pages 1

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S SURNAME WALKER	FIRST PERSONAL NAME KEVIN	ADDITIONAL NAME(S)/INITIAL(S) LEWIS	SUFFIX	
1c. MAILING ADDRESS 11400 W OLYMPIC BLVD SUITE 200	CITY LOS ANGELES	STATE CA	POSTAL CODE 90064	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR				
3b. INDIVIDUAL'S SURNAME WALKER	FIRST PERSONAL NAME KEVIN LEWIS	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 41593 WINCHESTER ROAD SUITE 200	CITY TEMECULA	STATE CA	POSTAL CODE 92590	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
THIS IS ACTUAL AND CONSTRUCTIVE NOTICE THAT ALL OF THE DEBTORS INTEREST NOW OWNED OR HEREAFTER ACQUIRED IS HEREBY ACCEPTED AS COLLATERAL FOR SECURING CONTRACTUAL OBLIGATIONS IN OF THE SECURED PARTY AS DETAILED IN A TRUE, CORRECT, COMPLETE, SECURITY AGREEMENT NO.070320042823. ALL OF DEBTORS ASSETS, THEIR SIGNATURE, REAL ESTATE, LAND, BANK ACCOUNTS, DNA, BIRTH CERTIFICATE, BONDS SECURITIES, LAWFUL MONEY, NOTES, DEBT INSTRUMENTS, FINGERPRINTS, CRYPTOCURRENCY WALLETS, TRADEMARKS, PATENTS, THEIR LIKENESS, BUSINESSES, OFFSPRING ADONIS ESCAREZ MORTEL WALKER AND ZOIYA ESCAREZ MORTEL WALKER BIRTH CERTIFICATES, EINS, TRUSTS, AND PERSONAL PROPERTY, AND ALL OF DEBTORS INTEREST IN SAID ASSETS, LAND AND PERSONAL PROPERTY, NOW OWNED AND HEREAFTER ACQUIRED, NOW EXISTING AND HEREAFTER ARISING AND WHEREVER LOCATED, DESCRIBED FULLY IN SECURITY AGREEMENT NO.070320042823. INQUIRING PARTIES MAY CONSULT DIRECTLY WITH THE DEBTOR TO ASCERTAIN IN DETAIL, THE FINANCIAL RELATIONSHIP AND CONTRACTUAL OBLIGATIONS ASSOCIATED WITH THIS COMMERCIAL TRANSACTION, IDENTIFIED IN THE SECURITY AGREEMENT REFERENCE ABOVE. ----- AFFIDAVIT OF TRUTHS AND POWER OF ATTORNEY IN FACT HAS BEEN NOTICED TO SECRETARY OF STATE, DEPARTMENT OF TREASURY, IRS, PROBATE, AND COUNTY. ADJUSTMENT OF THIS FILING IS IN ACCORD WITH HOUSE JOINT RESOLUTION HJR 192 OF JUNE 5TH 1933 AND UCC1- 103 AND 10-104. SECURED PARTY ACCEPTS DEBTOR SIGNATURE IN ACCORD WITH UCC1-201(39), 3-401.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

-Exhibit J-

**TRUTH AFFIDAVIT IN THE NATURE OF SUPPLEMENTAL RULES FOR
ADMINISTRATIVE AND MARITIME CLAIMS RULES C(6)**

TRADEMARK/COPYRIGHT

Verified Declaration in the Nature by an Affidavit for Truth in Commerce and Contract by Waiver for Tort Presented by Me, addressee, Kevin Lewis Walker, Agent and living soul, one for We the People under Original Common Law Jurisdiction by the California and united states of America Contracts, the Constitutions.

**Republic and one by the several
united states
California in America**

ss:

For: Whom it may concern: In the Matter for the fiction/DEBTOR known as: **KEVIN L WALKER, KEVIN LEWIS WALKER, K L WALKER, K LEWIS WALKER, WALKER, KEVIN L**; and all derivatives thereof. DEBTOR is hereafter known as **KEVIN L WALKER**. 11400 WEST OLYMPIC BLVD. SUITE 200, LOS ANGELES, CA 90064.

I, Me, My, Myself, addressee, **Kevin Lewis Walker**, (herein after Agent with Power of Attorney to represent the DEBTOR) the undersigned for one We the People, Sovereign, natural born living souls, the Posterity, born upon the land in the one for several counties within the one for the several states united for America, the undersigned Posterity, Creditors, and Claimants, herein after “**I, Me, My, Myself, Agent**” do hereby solemnly declare, say and state:

1. **I, Me, My, Myself, Agent** am competent for stating the matters set forth herewith.
2. **I, Me, My, Myself, Agent** have personal knowledge concerning the facts stated herein.
3. All the facts stated herein are true, correct, complete, and certain, not misleading, admissible as evidence, and if stating **I, Me, My, Myself, Agent** shall so state.

Plain Statement of Facts

A matter must be expressed for being resolved. In commerce, truth is sovereign. Truth is expressed in the form for an Affidavit.

An Affidavit not rebutted stands as Truth in commerce.

An Affidavit not rebutted, after thirty (30) days, becomes the judgment in commerce.

A Truth Affidavit, under commercial law, can only be satisfied: by Truth Affidavit rebuttal, by payment, by agreement, by resolution, or by Common Law Rules, by a jury.

I, Me, My, Myself, Agent am expressing truth by this Verified Declaration in the Nature for an Affidavit of Truth in Commerce and Contract by Waiver for Tort Presented by me, addressee, Kevin Lewis Walker, living soul, Agent, one for We the People under Original Common Law Jurisdiction for the California and united states of America Contracts, the Constitutions.

WHEREAS, the public record is the highest evidence form, **I, Me, My, Myself, Agent** am hereby timely creating public record by Declaration with this Verified Declaration in the Nature for a Truth Affidavit in Commerce and Contract for a Tort Waiver Presented by Me, addressee, Kevin Lewis

Walker, living soul, Agent, one for/under We the People under Original Common Law Jurisdiction for the California and united states of America Contracts, the Constitutions.

1. **Fact:** The person/DEBTOR known as **KEVIN L WALKER**, (and all derivatives thereof) **is fiction without form or substance**, and any resemblance for any natural born body living or dead is entirely intentional in commercial fraud by Genocide acts for We the People for California by the alleged Government officials and agents for the Commercial Corporation and Commercial Courts for the disfranchising purpose, We the People for California from our Life, Liberty, Property, and Pursuit of Happiness, among other Rights, for their self enrichment.
2. **Fact:** I have placed a **copyright** on the Fiction/DEBTOR known as **KEVIN L WALKER**, and all derivatives thereof, (**trademark/fiction**), **DEBTOR** is now My private property and cannot be used without My prior written consent, and then only under the terms set out in this contract.
3. **Fact:** The Fiction is My perfected security and registered by contract with me and is My recorded copyright Fiction by this declaration under original common law jurisdiction for **one-hundred (100) years** and is My private property, the Agent, for My Estate protection, My Life, and My Liberty.
4. **Fact:** Using My Fiction on any document associated in any manner with My Estate or Me, the holder in due course, Agent, Exempt from Levy, without My written prior consent is strictly forbidden and chargeable against each user and issuer in the amount, the sum certain for **twenty thousand (20,000.00) dollars**, gold or silver specie, in lawful coinage for the united states of America per user and per issuer per Fiction.
5. **Fact:** Using My Fiction for the intended gains for themselves (the issuers or users) or for others for any of My Rights, My private property or any part about My Estate without full disclosure and My written prior consent is strictly forbidden and chargeable per each user and issuer, in the amount of the sum certain for **one million (1,000,000.00) dollars** gold or silver specie in lawful coinage for the united states of America as defined under Article I, Section 10 of We the People's Contract/Constitution for the united states of America per using Fiction including any past, present, or future use.
6. **Fact:** Using My Fiction on any document associated in any manner with My Estate or Me, the holder in due course, Agent, and Exempt from Levy, without My written prior consent is all the evidence required for enforcing this agreement/contract and evidence that any and all users and issuers are in full agreement and have accepted this agreement/contract under the condition and terms so stated and set forth herein and is due and payable under the terms and conditions set forth herein by this agreement/contract.

I, Me, My, Myself, Agent know right from wrong. If there is any human being that is being unjustly damaged by any statements herein, if he/she will inform Me by facts, I will sincerely make every effort and amend My ways.

I hereby and herein reserve the right for amending and make amendment for this document as necessary in order that the truth may be ascertained and proceeding justly determined.

If any living soul has information that will controvert and overcome this Declaration, since this is a commercial matter, please advise Me IN WRITING by DECLARATION/ AFFIDAVIT FORM within ten (10) days from recording hereof, providing Me with your counter Declaration/Affidavit, proving with particularity by stating all requisite actual evidentiary fact and all requisite actual law, and not merely the ultimate facts and law conclusions, that this affidavit by Declaration is substantially and materially false sufficiently for changing materially My or the Fiction's status and factual declaration.

Your silence stands as consent, and tacit approval, for the factual declarations here being established as fact as a law matter and this affidavit by Declaration will stand as final judgment in this matter; and for the sum certain herein stated and will be in full force and effect against all parties, due and payable and enforceable by law.

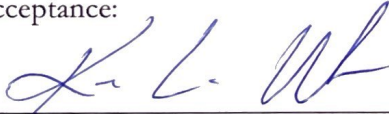
The criminal penalties for commercial fraud are determined by jury, by law, the monetary value is set by Me for violation against My rights, for breaching the law, the contract, the Constitutions in the sum certain amount as stated herein for dollars specie gold and/or silver coin lawful money for the united states of America as defined by Article I, Section 10 under the Constitution, by We the People for the united states of America and will be due and payable on the eleventh day or any day thereafter as use occurs after filing by Me, in the public records for the county of Riverside, state of California, under this declaration.

The Undersigned, **I, Me, My, Myself, the Agent** holder in due course for original, do herewith declare, state and say that I, Agent, issue this with sincere intent in truth, that I, Me, the undersigned Agent, am competent by stating the matters set forth herein, that the contents are true, correct, complete, and certain, admissible as evidence, reasonable, not misleading, and by My best knowledge, by Me undersigned addressee.

Notice for the agent is notice for the principal and notice for the principal is notice for the agent.
Notice for the county clerk for the county of Riverside, state of California, and record court for original jurisdiction, is notice for all.

This instrument was prepared by Kevin Lewis Walker.

Acceptance:

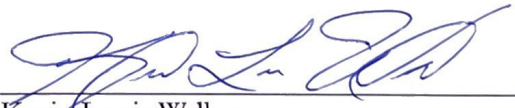


KEVIN L WALKER, GRANTOR
DEBTOR SIGNATURE

Executed without the UNITED STATES, I declare under penalty of perjury under the laws of the united states of America that the foregoing is true and correct to the best of my ability and belief.

All rights reserved without prejudice or recourse. UCC1-308

DATE: 01/02/2024



Kevin Lewis Walker,
Agent and Attorney In Fact, With the Autograph
Non Domestic, DMM 122.32
c/o 41593 Winchester Road Suite 200
Temecula, California

Witnesses



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.

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.

JURAT

State of California)

)
)
) ss.
)
)

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)

Subscribed and sworn to (of affirmed) before me on this 2nd day of January, 2024,
by Kevin Lewis Walker, proved to me on the basis of satisfactory evidence to be
the person(s) who appeared before me.

Shubhangi R. Zumale (NOTARY PUBLIC)
Print name



Shubhangi R. Zumale

-Exhibit K-

AFFIDAVIT OF TAX-EXEMPT FOREIGN STATUS

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

KNOW ALL MEN BY THESE PRESENT, that I, **Kevin Lewis Walker** Propia Persona, proceeding sui juris, man upon the land, a follower of the Almighty Supreme Creator, first and foremost and the laws of man when they are not in conflict (Leviticus 18:3, 4) Pursuant to Matthew 5:33 – 37 and James 5:12, let my yea mean yea and my nay be nay, as supported by Federal Public Law 97-280, 96 Stat.1211, depose and says:

1. Neither born nor naturalized in the "United States" nor "subject to its jurisdiction," I am NOT and never have been, as described in 26 CFR 1.1-1(c) and the 14th Amendment, a "U.S. citizen." Therefore I AM an "alien" with respect to the "United States."
2. I am NOT and never have been, as described in 26 USC 865(g) (1) (A), a "resident of the U.S."
3. I have NEVER made, with ANY "knowingly intelligent acts" (Brady v. U.S., 397 U.S. 742, 748), ANY voluntary election under 26 USC 6013 or 26 CFR 1.871-4 to be treated as a "U.S. resident alien" for any purpose. Further, I have utterly NO intention of making such election in the future.
4. I AM, as described in 26 USC 865(g) (1) (B), a "nonresident alien" of the "United States."
5. I am NOT and never have been, as described in 26 USC 7701(a) (30), a "U.S. person."
6. I am NOT and never have been, as described in 26 USC 7701(a)(14), a "taxpayer."
7. I do NOT have and never had, as described in 26 USC 911(d)(3), a "tax home within the U.S."
8. I AM therefore, as described in 26 CFR 1.871-2 and 26 USC 7701(b), a "nonresident alien" with respect to the "United States" and am outside the general venue and jurisdiction of the "U.S."

9. I am NOT and never have been, as described in 26 USC 3401, an "officer," or an "employee," or an "elected official" (of the "United States," or of a "State" or of any political subdivision thereof, nor of the District of Columbia, nor of a "domestic" corporation) earning "wages" from an "employer."
10. I am NOT and never have been, as described in 31 USC 3713, a "fiduciary," or, as described in 26 USC 6901, a "transferee" or a "transferee of a transferee."
11. I am NOT and never have been, as described in 26 USC Subtitle B, a "donor" or a "contributor," and as a "nonresident alien" excluded under 26 USC 2501(a)(2), I am EXEMPT from any gift tax under 26 USC Subtitle B.
12. As a "nonresident alien" NOT engaged in or effectively connected with any "trade or business within the United States" I am NOT REQUIRED by law to obtain a "U.S." Taxpayer Identification Number or a Social Security Number because of my exemption under 26 CFR 301.6109-1(g). Further, I am NOT REQUIRED by law to make, as described in 26 CFR 1.6015(a)-1, a "declaration" because I am exempt under 26 CFR 1.6015(i)-1 and fundamental law.
13. As a "nonresident alien," I have NO "self-employment income," as described in 26 CFR 1.1402(9b)-3(d).
14. As "nonresident alien," I derived NO "gross income... from sources within the United States," --either "effectively connected" or "not effectively connected with the conduct of a trade or business in the United States," as described in 26 USC 872(a).
15. As a "nonresident alien," my private-sector remuneration is "from sources without the United States" as described in 26 CFR 1.1441-3(a), does NOT constitute 26 USC 3401 "wages," and is therefore NOT "subject to" mandatory withholding under 26 USC 3402(a), 3101(a), or 26 CFR 1.1441-1, because of its EXEMPTION under 26 USC 3401(a)(6) and fundamental law.
16. As a "nonresident alien," I did NEVER intentionally make, with ANY "knowingly intelligent acts," ANY voluntary withholding "agreement" as described in 26 USC 3402(p).
17. As a "nonresident alien," my income is NOT included in "gross income" under Subtitle A and is EXEMPT from withholding according to 26 CFR 1.441-3(a) and 26 CFR 31.3401(a)(6)-1(b).

18. As a "nonresident alien," with NO income "from sources within the United States," my private-sector, non-"U.S." income is FREE from all federal tax under fundamental law (see Treasury Decisions 3146 and 3640, and United States v. Morris, 125 F.Rept. 322, 331).
19. As a "nonresident alien," my estate and/or trust is, as described in 26 USC 7701(a)(31), a TAX-EXEMPT "foreign estate or trust."
20. As a "natural born Citizen" (see 11:1:5 of the Constitution), free Sovereign, American Citizen and "nonresident alien" with respect to the federal "United States," I did NEVER voluntarily, intentionally waive, with ANY "knowingly intelligent acts" ANY of my unalienable rights, and have utterly NO intention of doing so in the future. Any prima facie evidence or presumption to the contrary is hereby rebutted. Any past signatures on DEPARTMENT OF THE UNITED STATES TREASURY, INTERNAL REVENUE SERVICE (IRS) and SOCIAL SECURITY ADMINISTRATION (SSA) forms, statements, etc., were in error and involuntarily made under threat, duress, and coercion. I hereby revoke, cancel and render void, Nunc Pro Tunc, both currently and retroactively to the time of signing, any and all such signatures. I reserve my Common Law right NOT to be compelled to perform under any agreement that I have not entered into knowingly, voluntarily, and intentionally. I **DO NOT** accept the liability of the "compelled benefit" of any unrevealed adhesion contract, commercial security agreements, or bankruptcy.
21. I am NOT a 26 USC 7203 "person required." I am a "non taxpayer" outside both general and tangential venue and jurisdiction of Title 26, United States Code.

I am not an expert in the law however I do know right from wrong. If there is any human being damaged by any statements herein, if he will inform me by facts I will sincerely make every effort to amend my ways. I, hereby and herein reserve the right to amend and make amendment to this document as necessary in order that the truth may be ascertained and proceedings justly determined. If the parties given notice by means of this document have information that would controvert and overcome this Affidavit, please advise me in WRITTEN AFFIDAVIT FORM within thirty (30) days from receipt hereof proving me with your counter affidavit, proving with particularity by stating all requisite actual law, that this Affidavit Statement is substantially and materially false sufficiently to change materially my status and factual declarations. Your silence stands as consent to, and tacit approval of, the factual declarations herein being established as fact as a matter of law. Reserving ALL Natural God – Given Unalienable Birthrights, Waiving None Ever under 28 USC §1746 rights and without prejudice to ANY of those rights (U.C.C. 1-207).

I declare under penalty of perjury under the law of the United States of America that the foregoing is true and correct Pursuant 28 USC § 1746 and executed "without the United States."

FURTHER THIS AFFIANT SAITH NOT.

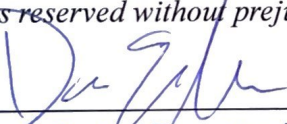
Subscribed, sealed, and affirmed to this day, 12th, month, February, and year of 2024, I hereby affix my own signature and seal to all of the above affirmations with explicit reservation of ALL my unalienable rights and without prejudice to ANY of those rights Pursuant to U.C.C § 1-103, 1-105, 1-207, 1-308, 3-419.

By: 
Kevin Lewis Walker, Secured Party / Executor /
Administrator / Trustee


All Rights Reserved without prejudice or recourse.

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

All rights reserved without prejudice or recourse, UCC 1-308

By: 
Secured Party / Executor / Administrator / Trustee
Donnabelle Escarez Mortel (FIRST WITNESS)

All rights reserved without prejudice or recourse, UCC 1-308

By: 
Secured Party / Executor / Administrator / Trustee
Corey Delfond Walker (SECOND WITNESS)

NOTICE

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JURAT

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State of California)
)
) ss.
)
 County of Riverside)

Subscribed and sworn to (of affirmed) before me on this 12th day of February, 2024,
by Kevin Lewis Walker, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary public Shubhangi R. Zumale, Notary public.
print

Shumale Seal:



-Exhibit L-

AFFIDAVIT
Resolution, Revocation, and Termination of Franchise

KNOW ALL MEN BY THESE PRESENT, that I, **Kevin Lewis Walker** Propia Persona, proceeding by general law, sui juris, in acknowledgment of the laws of nature and the Almighty Supreme Creator, first and foremost and the laws of man when they are not in conflict (Leviticus 18:3, 4) Pursuant to Matthew 5:33 – 37 and James 5:12, let my yea be yea and my nay be nay, as supported by Federal Public Law 97-280, 96 Stat.1211, depose and says:

WHEREAS, the FRANCHISE, BIRTH, and/or TRUST CERTIFICATE was created and offered fraudulently and deceitfully, supposedly to aid in the Census, as a means of identification, to document a birth, and for health reasons and purposes;

WHEREAS, the true nature of the BIRTH CERTIFICATE is an unrevealed commercial agreement and unconscionable adhesion contract and prima facie evidence of unfair trade by and with an Agency of the federal, corporate United States, the Department of Commerce, Department of Transportation, Department of Defense, Internal Revenue, Social Security Administration, DTC at 55 Water in New York, International Monetary Fund, and Bank of International Settlements, The CROWN CORPORATION, THE VATICAN BANK, et.al.; the true nature of the DATE OF BIRTH is to execute the birth of the certificate (by signing, filing, and recording), not the “natural” person;

WHEREAS, the BIRTH CERTIFICATE is a TRUST INSTRUMENT recorded with the County Recorder, a subsidiary of the Secretary of State (of the several states), sent to the Bureau of Census, a division of the Department of Commerce (Washington, D.C.), placing the above “name” in commerce as a legal “person” (e.g., Corporation, trust, trustee) district-distinct and separate from the “natural-born citizen”;

WHEREAS, the Secretary of State (of the several states) issues and charters corporations and franchises, that any American citizen with a BIRTH CERTIFICATE is liable to the Franchise Tax Board of the State Department of Revenue for income taxes, and the federal, corporate United States for its debt obligations to the Federal Reserve bank;

WHEREAS, this TRUST INSTRUMENT has deceived the above “name” into an unrevealed contract placing both myself and my fellow American citizens under the jurisdiction of the federal United States with its tax and regulating authority originating from the Department of Commerce pursuant to the authority of the Constitution for the United States of America (1791), and under the jurisdiction of the equity, admiralty, or maritime jurisdictions of the federal court system and the Uniform Commercial Code (UCC); this by false registry, a term usually applied to the registration of a vessel in violation of the Federal registry statutes which provide that if any certificate of registry or record is fraudulently, or knowingly used for any ship or vessel not then actually entitled to the benefit thereof, according to the true intent of the act, such ship or vessel shall be forfeited to the United States, with her tackle, apparel, and furniture. See 48 Am Jur 1st Ship § 23.

“To regulate Commerce with foreign Nations, and among the several states, and with the Indian Tribes:” — U.S. Constitution, Article 1, Section 0, Clause 3.

WHEREAS such false registry, coupled with wholly inadequate and insufficient public education system used, by overwhelming evidence, to facilitate an unconscionable deception upon the public, domestic, and private trusts, **is hereby declared null and void**, and claiming any and all lawful damages therein associated, ab initio, ad infinitum, nunc pro tunc, without recourse, reserving all rights.

WHEREAS the same false registry exists for my creations, and my creations relations, and equal demand for correction of all false registries, and return of rights, property, and damages be reinstated with their rightful Secured Parties, for cause.

I, **Kevin Lewis Walker** have already declared and established “sui juris” status in connection with both my property and “name.” I demand a certified copy with my signed authorization of all documents or contracts being “held-in-due-course,” [pursuant to UCC 3-305.2, UCC 3-305.52, and UCC 3-305, Article 9, and et.al.], that create ANY legal disability to the claimed “sui juris” states and “alieni juris” relating to my “name.” My “name” is my property, and for my “name” to enjoy “sui juris” status, that “name” must be free of legal disability resulting from a contract or commercial agreement, which is being “held-in-due-course” by a fellow citizen or by any agency of the federal, state, county, or municipal government.

THEREFORE BE IT RESOLVED, that it is deemed necessary that I, **Kevin Lewis Walker**, separate myself and all inheritance from the fraudulent FRANCHISE, BIRTH, and/or TRUST CERTIFICATE herein attached as surety, and will no longer be associated with it except as necessary to correct any record, restore and recover all usurpation of unalienable rights and private property, and regain quiet enjoyment which is an undeniable right of every (wo)man, and to terminate the franchise, and reserving all rights expressed, implied, and deemed appropriate and necessary for accord and satisfaction.

I, **Kevin Lewis Walker**, hereby **REVOKE all powers, including, but not limited to**, Powers of Attorney and Agency, excepting those of private, unincorporated, pure trust. I hereby DISSOLVE and TERMINATE any franchise connected to/with the below document, certificate, or trust instrument. I hereby remove all commercial activity, including, but not limited to, the LIMITED LIABILITY for the payment of debt. I hereby release the Department of Commerce, its agents and fiduciaries, of their obligation to perform any commercial duties or responsibilities towards me. I am NOT in commerce or involved in any commercial activity with the federal corporate United States government or any subsidiary.

I am not an expert in the law however I do know right from wrong. If there is any human being damaged by any statements herein, if he will inform me by facts I will sincerely make every effort to amend my ways. I, hereby and herein reserve the right to amend and make amendment to this document as necessary in order that the truth may be ascertained and proceedings justly determined. If the parties given notice by means of this document have information that would controvert and overcome this Affidavit, please advise me in WRITTEN AFFIDAVIT FORM within thirty (30) days from receipt hereof proving me with your counter affidavit, proving with

particularity and specificity by stating all requisite actual law, that this Affidavit Statement is substantially and materially false sufficiently to change materially my status and factual declarations. Your silence stands as consent to, and tacit approval of, the factual declarations herein being established as fact as a matter of law. Reserving ALL Natural God – Given Unalienable Birthrights, Waiving None Ever under 28 USC §1746 rights and without prejudice to ANY of those rights (U.C.C. 1-207; 1-308).

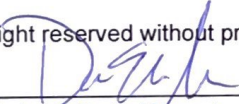
I declare under penalty of perjury under the law of the United States of America that the foregoing is true and correct Pursuant 28 USC § 1746 and executed “without the United States”

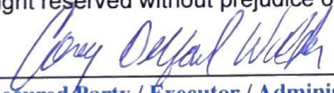
FURTHER THIS AFFIANT SAITH NOT.

Subscribed, sealed, and affirmed to this day, 12th, month, February, and year of 2024, I hereby affix my own signature and seal to all of the above affirmations with explicit reservation of ALL my unalienable rights and without prejudice to ANY of those rights. Pursuant to U.C.C § 1-103, 1-105, 1-207, 1-308, 3-419.

By: 
Kevin Lewis Walker, **Affiant, Secured Party / Executor / Administrator / Trustee**

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

All right reserved without prejudice or recourse, U.C.C §1-308
By: 
Secured Party / Executor / Administrator / Trustee
Donnabelle Escarez Morel (FIRST WITNESS)

All right reserved without prejudice or recourse, U.C.C §1-308
By: 
Secured Party / Executor / Administrator / Trustee
Corey Delfond Walker (FIRST WITNESS)

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.

JURAT

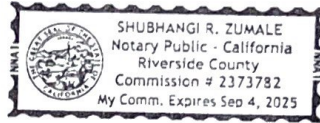
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
) ss.
)
 County of Riverside)

Subscribed and sworn to (of affirmed) before me on this 12th day of February, 2024,
by Kevin Lewis Walker, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary public Shubhangi R. Zumale, Notary public.
print

Sumals Seal:



-Exhibit M-

CASH BOND

RECOMMENDED

DEF#1 \$2,500.00

DEF#1 Letter Sent with the Date to

Appear: 04/11/2025

AGENCY#: TE243660039 / RSDM

MICHAEL A. HESTRIN
DISTRICT ATTORNEY

SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

(Southwest)

THE PEOPLE OF THE STATE OF
CALIFORNIA,

Plaintiff,

v.

KEVIN LEWIS WALKER
31990 PASOS PLACE
TEMECULA CA 92591

DOB: 08/19/1987

BOOKING#: 202457539

Defendant.

CASE NO.

MISDEMEANOR COMPLAINT
& NOTICE TO APPEAR

Misdemeanor DEJ:

DEF#1 Eligible ___ Not Eligible X

APPEARANCE NOTICE

Criminal charges have been filed against you. **You are required to appear** for arraignment at 07:30 AM on 04/11/2025 at:

SOUTHWEST JUSTICE CENTER
30755 Auld Road - D, Murrieta, CA,
92563

The court calendar will list your name and the courtroom to which your case is assigned. Go there, check in, and wait to be arraigned.

IF YOU FAIL TO APPEAR ON THIS DATE, A WARRANT WILL BE SOUGHT FOR YOUR ARREST. **BRING THIS NOTICE WITH YOU.**

COUNT 1

The undersigned, under penalty of perjury upon information and belief, declares: That the above named defendant(s) KEVIN LEWIS WALKER committed a violation of Vehicle Code section 12951, subdivision (b), a misdemeanor, in that on or about December 31, 2024, in the County of Riverside, State of California, the defendant(s) did willfully and unlawfully fail, refuse, and neglect to present their license for examination upon demand of a peace officer enforcing the provisions of the Vehicle Code of the State of California. [6mo.]

MARSHY'S LAW

Information contained in the reports being distributed as discovery in this case may contain confidential information protected by Marsy's Law and the amendments to the California Constitution, Article 1, Section 28. Any victim(s) in any above referenced charge(s) is entitled to be free from intimidation, harassment, and abuse. It may be unlawful for defendant(s), defense counsel, and any other person acting on behalf of the defendant(s) to use any information contained in the reports to locate or harass any victim(s) or the victim(s)'s family or to disclose any information that is otherwise privileged and confidential by law.

DISCOVERY REQUEST

Pursuant to Penal Code section 1054.5, subdivision (b), the People are hereby informally requesting that defense counsel provide discovery to the People as required by Penal Code section 1054.3.

I declare under penalty of perjury upon information and belief under the laws of the State of California that the foregoing is true and correct.

Dated: March 14, 2025

MICHAEL A. HESTRIN
District Attorney

By: Miranda Thomson
Deputy District Attorney