Case	5:25-cv-00646-WLH-MAA Document 1 #:1	Filed 03/11/25 Page 1 of 326 Page ID
	Registered Mail #RF775823821	IUS — Dated: March 5, 2025
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26	Kevin Walker, sui juris, In Propria Persona C/ o 30650 Rancho California Road #406-2. Temecula, California [92591] non-domestic without the United States Email: team@walkernovagroup.com Attorney-In-Fact, Executor, and Authorized Repre- for Real Party(ies) in Interest/Plaintiff(s) ™KEVIN WALKER© ESTATE, ™WG EXPRES ™KEVIN WALKER©, ™DONNABELLE MOI UNITED STATES I CENTRAL DISTRICT OF CALII TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©, TMKEVIN WALKER© IRR TRUST, Plaintiff(s)/Real Party(ies) in Interest, 75. Chad Bianco, Steven Arthur Sherman, George Reyes, William Pratt, 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).	51 FILED CLERK, U.S. DISTRICT COURT MAR 1 2025 CENTRAL DISTRICT OF ALIFORMIA EASTERN DIVISION THEY DEPUTY SS© TRUST RTEL© ESTATE DISTRICT COURT
27 28	COMES NOW, Plaintiffs TM KEVIN WALKER©, TM KEVIN WALKER© IRR	,
		111-
	VERIEIED COMPLAINT FOR FRAUD, BREACH OF CONTRACT, THEFT, DEFRIVATION OF RIGHTS UNDER THE COLOR C	OF LAW, CONSPIRACY, RACKETEERING, KIDNAPPING, TORTURE, and SUMMARY JUDGEMENT AS A MATTER OF LAW

"Real Party(ies) in Interest"), by and through their Attorney-in-Fact, Kevin: Walker,
 who is proceeding *sui juris*, *In Propria Persona*, and by *Special Limited*

3 **Appearance** (NOT generally). Kevin is natural *freeborn* sovereign and state <u>Citizen</u>

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.

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

20

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

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

According to Bouvier's Law Dictionary, Black's Law Dictionary (1st, 2nd, and 8th
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."**

-2 of 111-

 A constituent may lawfully delegate authority to an attorney-in-fact to act in their place.

This designation is distinct from an attorney-at-law, as it pertains to an
individual acting under a special agency or letter of attorney for particular
actions.

Even individuals who are otherwise disqualified from acting in their own legal capacity, such as minors or married women (historically referred to as femes coverts), may act as an attorney-in-fact for others if they have the necessary 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,

or special act to be performed; but in a more extended sense, it includes all other agents
employed in any business, or to do any act or acts in pais for another."

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

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

23 <u>Statutory and U.C.C. Recognition of 'Attorney-in-Fact' Authority:</u>

- The authority of an attorney-in-fact is explicitly recognized in various statutory and
 commercial codes, reinforcing its binding nature:
- U.C.C. § 3-402: Establishes that an authorized representative, including an attorney-in-fact, can bind the principal in contractual and financial transactions.

-3 of 111-

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:
	-4 of 111-

"The individual may stand upon his constitutional rights as a citizen. He is 1 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] for an examination] to the State, since he receives nothing therefrom, beyond 4 5 the protection of his life and property. His rights are such as existed by the law of the land [Common Law] long antecedent to the organization of the 6 7 State, and can only be taken from him by due process of law, and in accordance with the Constitution. Among his rights are a refusal to 8 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 crime." -- Miller v. U.S., 230 F 2d 486, 489. 14 15 "Where rights secured by the Constitution are involved, there can be no rule • making or legislation which would abrogate them." – Miranda v. Arizona, 16 384 U.S. 17 "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 "A law repugnant to the Constitution is void." - Marbury v. Madison, 5 U.S. 20 (1 Cranch) 137, 177 (1803). 21 "It is not the duty of the citizen to surrender his rights, liberties, and 22 ٠ immunities under the guise of police power or any other governmental 23 power." - Miranda v. Arizona, 384 U.S. 436, 491 (1966). 24 "An unconstitutional act is not law; it confers no rights; it imposes no duties; 25 affords no protection; it creates no office; it is, in legal contemplation, as 26 inoperative as though it had never been passed." – Norton v. Shelby County, 27 118 U.S. 425, 442 (1886). 28

-5 of 111-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 6 of 326 Page ID #:6					
	Registered Mail #RF775823821US — Dated: March 5, 2025				
1	• "No one is bound to obey an unconstitutional law, and no courts are bound to				
2	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 <u>United States</u> (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	<u>admitted</u> by Defendants:				
22	1. Plaintiffs, ™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©,				
23	™KEVIN WALKER© IRR TRUST, (collectively referred to as "Plaintiffs" and/or				
24	"Real Party(ies) in Interest") are undisputedly the holders in due course' of <u>all</u>				
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.				
	-6 of 111-				

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 7 of 326 Page ID #:7
	Registered Mail #RF775823821US — Dated: March 5, 2025
1	3. Plaintiff(s) is/are <u>undisputedly</u> the Creditor(s).
2	4. Plaintiffs all have explicitly reserved <u>all</u> of their rights, also in accordance with
3	U.C.C. § 1-308, and have waive <u>none</u> .
4	5. Plaintiffs alone <i>undisputedly</i> 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	<i>Inclusive,</i> 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 <u>DEBTORS</u> in this matter.
17	8. Defendants are undisputedly <u>NOT</u> the CREDITOR(S), or an ASSIGNEE(S) of
18	the CREDITOR(S), in this matter.
19	9. Defendants do <u>NOT</u> have power of attorney in any way.
20	1 0. Defendants do <u>NOT</u> have <u>any</u> standing.
21	11. Defendants are <u>presumed</u> 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	<u>Unknown Defendants (Does 1-100)</u>
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
	-7 of 111-

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

7

Description of Affected Private Trust Property:

8 13. This action affects title to the private Trust property (herein referred to as "private property" and/or "subject property"), a Lamborghini Urus, VIN 9 #3333333333, including all ownership, title, interest, and authority over said 10 private property, as well as all bonds, securities, Federal Reserve Notes, assets, both 11 12 tangible and intangible, registered and unregistered, and all assets held in trust by Plaintiffs, as more particularly described in the authentic UCC1 filing and 13 NOTICE #2024385925-4 and UCC3 filing and NOTICE #2024402990-2, all filed in 14 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.

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

23

Standing:

15. Plaintiffs are <u>undisputedly</u> the Real Party(ies) in Interest, holder(s) in
due course, Creditor(s), and hold allodial tittle to any <u>and</u> all assets,
registered or unregistered, tangible or intangible, in accordance with contract
law, principles, common law, exlcusive equity, the right to equitable
subrogation, and the UCC (Uniform Commercial Code). This is further

-8 of 111-

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.

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

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

8 18. Defendants do <u>NOT</u> have **any** valid interest or standing.

9 19. Defendants do <u>NOT</u> 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 13

7

Defendants' Failure to Provide Proof/Evidence, and Defendants' Default and Dishonor:

20. All statements, claims, offer, and terms presented in Defendants's unlawful,
unconstitutional, coerced, and extorted OFFER (#TE464702) were

CONDITIONALLY ACCEPTED, thus presenting to Defendants a binding counter
offer, which Defendants have failed to perform under and are thus in default and
dishonor, as evidenced by Exhibits E, F, G, and H.

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

25 26

<u>Defendants' Presumption of Dishonor Under U.C.C. § 3-505 and</u> <u>Evidence Proving Defendants' Dishonor:</u>

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

-9 of 111-

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 10 of 326 Page ID #:10				
	4				
	Registered Mail #RF775823821US — Dated: March 5, 2025				
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	<u>presumption</u> 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) <u>A protest is a certificate of dishonor made by a</u> United States				
21	consul or vice consul, or <u>a notary public</u> 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.				

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

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

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

17

18

19

20

'Foundation of American Sovereignty:

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

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

27. The Declaration of Independence (1776) proclaims:

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:

1. "The powers not delegated to the United States by the Constitution, nor
 prohibited by it to the <u>States</u>, are reserved to the States respectively, or to
 the people."

-11 of 111-

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 12 of 326 Page ID #:12
	Registered Mail #RF775823821US — Dated: March 5, 2025
1	2. This affirms that any power not granted to the federal government remains
2	with the <u>S</u> tates 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 <u>void</u> ."
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 <u>C</u> itizens 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 <u>sovereign citizens of our Nation</u> be prepared
28	for the responsibilities and impressed with the significance of their status
	-12 of 111-

- 1	
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 <i>national</i> 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 <u>c</u> itizen of the United States, or (B) a person who, though not a <u>c</u> itizen of the
12	United States, owes permanent allegiance to the United States."
13	34. This distinction is clear: one can be a <i>national</i> without being a <u>c</u> itizen 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 <i>state citizenship</i> and U.S. <i>citizenship</i> 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."
	-13 of 111-

1		
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	٠	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, <u>and</u> 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:
		-14 of 111-

Case	5:25-cv-00646-WLH-MAA	Document 1 #:15	Filed 03/11/25	Page 15 of 326	Page ID
	Registered	1 Mail #RF7758238	821US — Dated: Ma	rch 5, 2025	

ŀ	
1	"All persons born or naturalized in the United States, <u>are</u> 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-
9	considerations/us-citizenship/Certificates-Non-Citizen-Nationality.html), states:
10	"Section 101(a)(21) of the INA defines the term ' national ' as 'a person owing
11	permanent allegiance to a state.' Section 101(a)(22) of the INA provides that
12	the term 'national of the United States' includes all U.S. citizens as well as
13	persons who, though not citizens of the United States, owe permanent
14	allegiance to the United States (non-citizen nationals)."
15	40. 8 U.S.C. § 1101(22) defines national of the United States as:
16	"(A) a <u>c</u> itizen of the United States, or (B) a person who, though not a <u>c</u> itizen of the
17	United States, owes permanent allegiance to the United States."
18	41. 8 U.S.C. § 1101(a)(22) explicitly stipulates that one can be a 'national of the
19	United States' without being a 'citizen of the United States' if they owe permanent
20	allegiance to the United States.
21	42. 22 CFR § 51.2 stipulates that Passports are issued to nationals only:
22	"A passport may be issued only to a U.S. national."
23	43. 22 CFR § 51.3 stipulates the Types of passports issued:
24	"(a) A regular passport is issued to a national of the United States."
25	"(e) A passport card is issued to a <i>national</i> of the United States on the same basis
26	as a regular passport."
27	44. 18 U.S.C. § 112 stipulates that Protections of foreign officials, official guests,
28	and internationally protected persons, apply to nationals . This statute defines
	-15 of 111-

1

H

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 16 of 326 Page ID #:16
	Registered Mail #RF775823821US — Dated: March 5, 2025
1	terms such as "foreign government," "foreign official," "internationally protected
2	person," "international organization," " national of the United States," and "official
3	guest," have <u>the same meaning</u> .
4	45. It is unequivocally true that 18 U.S.C. § 112 states that in addition to being a
5	<i>national</i> , a <i>national</i> 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 " <i>state Citizen"</i> without being a <u>citizen of the United States.</u> "
14	• The Fourteenth Amendment created U.S. <i>citizenship</i> , which is distinct from
15	state citizenship.
16	• A <i>national</i> is someone who owes permanent allegiance to a <u>s</u> tate, 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 <i>state Citizens</i> and U.S. <i>citizens</i> 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 ,
	-16 of 111-

1	considered, and agreed to by Defendants through silent acquiescence, tacit			
2	agreement, and tacit procuration. Each contract also includes a corresponding			
3	Form 3811, which was signed as evidence of receipt. <u>AN UNREBUTTED</u>			
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 <u>AND</u> 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.			
	-17 of 111-			

48. Self-Executing Contract Security Agreement #RF775823645US (Exhibit L)
was received, considered, and agreed to by Defendants, acknowledging and
accepting a Judgement, Summary Judgement, and Lien Authorization (in
accordance with U.C.C. § 9-509), against Defendants in the amount of One Trillion
Dollars (\$1,000,000,000,000) in lawfully recognized currency, such as gold and
silver coin, as authorized under Article I, Section 10, Clause 1 of the U.S.
Constitution, in favor of Plaintiffs.

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 <u>all</u> the terms of all contract agreements, including the Self-Executing Contract Security Agreement 12 (Exhibits E, F, G, and H), constituting a bona fide contract under the principles of 13 contract law and the Uniform Commercial Code (U.C.C.). Pursuant to the mailbox 14 rule, which establishes that acceptance of an offer is effective when dispatched 15 (U.C.C. § 2-206. Offer and Acceptance in Formation of Contract) and principles of 16 silent acquiescence, tacit procuration, and tacit agreement, the acceptance is valid. 17 18 This acceptance is in alignment with the doctrine of 'offer and acceptance' and the provisions of U.C.C. § 2-202, which governs the final expression of the 19 CONTRACT. Furthermore, under the U.C.C., all assets - whether registered or 20 unregistered – are held subject to the allodial title, with Plaintiffs maintaining sole 21 and exclusive standing over all real property, assets, securities, both tangible and 22 intangible, registered and unregistered, as evidenced by UCC1 filing NOTICE 23 24 #2024385925-4 and UCC3 filing and NOTICE #2024402990-2 (Exhibits C and D). No Agreement to Arbitration and Defendants are Barred from 25 **Contesting any of the established Facts:** 26

51. No Stipulation to Arbitration: It is important to assert that there is no
stipulation to arbitration as evidenced by the *unrebutted* <u>verified</u> commercial

-18 of 111-

Affidavits (Exhibits E, F, G, and H). These Affidavits present facts that all parties 1 2 have agreed to. Consequently, all issues are considered settled according to the principles of res judicata, stare decisis, and collateral estoppel, barring Defendants 3 from contesting any of the findings, established facts, conclusions, or 4 determinations. 5 Uniform Commercial Code (U.C.C.) Provisions Supporting 6 **Plaintiffs' Claims** 7 52. U.C.C. § 1-103 - Construction and Application of the Code: U.C.C. § 1-103 8 9 ensures that the Uniform Commercial Code (UCC) applies to commercial 10 transactions unless explicitly stated otherwise. This section incorporates principles of law and equity, ensuring that: 11 Common law principles of fraud, duress, and misrepresentation remain 12 • applicable and do not negate the enforceability of valid contracts. 13 14 The UCC is to be **liberally construed** to promote fair dealing and uphold the validity of commercial agreements. 15 Any contract entered into in good faith is binding, unless proven otherwise 16 through clear, rebuttable evidence. 17 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. 53. U.C.C. § 2-202 – Final Written Expression, Parol or Extrinsic Evidence: 20 Under U.C.C. § 2-202, when a written contract is intended as a final and complete 21 expression of an agreement, its terms cannot be contradicted by prior agreements, 22 23 oral statements, or extrinsic evidence. This section ensures that: The contract and security agreements, as presented in the verified 24 commercial Affidavits, are the <u>final</u> and complete expression of the parties' 25 26 agreement. Defendants cannot introduce oral statements, prior discussions, or extrinsic 27 28 evidence to dispute or alter the contract's terms. -19 of 111-

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 20 of 326 Page ID #:20
	Registered Mail #RF775823821US — Dated: March 5, 2025
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 <i>considered</i> the verified affidavits , contract , and
28	security agreements but failed to respond or contest them.
	-20 of 111-

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 21 of 326 Page ID #:21
	Registered Mail #RF775823821US — Dated: March 5, 2025
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 <i>authorized</i> 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.
	-21 of 111-

Case	25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 22 of 326 Page ID #:22
	Registered Mail #RF775823821US — Dated: March 5, 2025
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.
	-22 of 111-

1

2

3

4

5

Registered Mail #RF775823821US - Dated: March 5, 2025

- 2. Defendants' silence, failure to rebut, and inaction constitute binding acceptance under U.C.C. §§ 2-204, 2-206, and 9-509.
- Defendants have waived all rights to contest the contract, and any claims of fraud, duress, or invalidity are legally barred under U.C.C. §§ 1-103, 2-202, and 3-303.

Accordingly, Plaintiffs are entitled to <u>full enforcement</u> of <u>all</u> claims, security
interests, and remedies under the U.C.C.

60. As considered, agreed, and stipulated by Defendant(s) in the unrebutted 8 verified commercial affidavits, contract agreement, and/or self-executing contract 9 security agreement(s) (Exhibits E, F, G, and H), Defendants may not argue, 10 controvert, or otherwise protest the finality of the administrative findings 11 established through the *unrebutted* verified commercial affidavits. As per 12 13 established legal principles and legal maxims, once an affidavit is submitted and not rebutted, its content is accepted as true, and Defendants are estopped and 14 **barred** from contesting these findings in subsequent processes, whether 15 administrative or judicial. 16

61. As *considered, agreed,* and *stipulated* by Defendant(s) in the <u>unrebutted</u>
verified commercial affidavits, contract agreement, and/or self-executing contract
security agreement(s) (Exhibits E, F, G, and H), Defendants or the entity they
represent_is/are the <u>DEBTOR(S)</u> in this matter.

62. As *considered, agreed,* and *stipulated* by Defendant(s) in the <u>unrebutted</u>
verified commercial affidavits, contract agreement, and/or self-executing contract
security agreement(s) (Exhibits E, F, G, and H), Defendants are <u>NOT</u> the
CREDITOR, or an ASSIGNEE of the CREDITOR, in this matter.

63. As *considered*, *agreed*, and *stipulated* by Defendant(s) in the <u>unrebutted</u>
verified commercial affidavits, contract agreement, and/or self-executing contract
security agreement(s) (Exhibits E, F, G, and H), Defendants are indebted to Plaintiffs
in the amount of One Trillion Dollars (\$1,000,000,000.00) in lawfully recognized

-23 of 111-

currency, such as gold and silver coin, as authorized under Article I, Section 10,
 Clause 1 of the U.S. Constitution.

64. As considered, agreed, and stipulated by Defendant(s) in the <u>unrebutted</u> 3 verified commercial affidavits, contract agreement, and self-executing contract 4 security agreements (Exhibits E, F, G, and H), Defendants do NOT have 'standing.' 5 6 65. As *considered*, *agreed*, and *stipulated* by Defendant(s) in the <u>unrebutted</u> 7 verified commercial affidavits, contract agreement, and self-executing contract security agreements (Exhibits E, F, G, and H), under California Code of Civil 8 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 contract security agreement(s) (Exhibits E, F, G, and H) submitted by Plaintiff(s) 12 demonstrate that no triable issues of material fact remain in dispute, and Plaintiffs are 13 entitled to judgement based on the evidence presented and as a matter of law. 14

66. As *considered, agreed*, and *stipulated* by Defendant(s) in the <u>unrebutted</u>
verified commercial affidavits, contract agreement, and self-executing contract
security agreements (Exhibits E, F, G, and H), "Statements of fact contained in
affidavits which are not rebutted by the opposing party's affidavit or pleadings
<u>may</u>[must] be accepted as true by the trial court." --Winsett v. Donaldson, 244
N.W.2d 355 (Mich. 1976).

67. As considered, agreed, and stipulated by Defendants in the unrebutted 21 verified commercial affidavits, contract agreement, and self-executing contract 22 security agreements (Exhibits E, F, G, and H), the principles of res judicata, stare 23 *decisis*, and **collateral estoppel** apply to the *unrebutted* commercial affidavits, 24 establishing that all issues are deemed settled and *cannot* be contested further. 25 These *principles* reinforce the finality of the administrative findings and support 26 the granting of summary judgement, as a matter of law. - 'HE WHO LEAVES THE 27 **BATTLEFIELD FIRST LOSES BY DEFAULT.'** 28

-24 of 111-

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 3 unrebutted verified commercial affidavits, contract agreement, and self-4 executing contract security agreements (Exhibits E, F, G, and H), Defendants 5 fully authorize, endorse, support, and advocate for the entry of a UCC 6 7 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 8 silver coin, as authorized under Article I, Section 10, Clause 1 of the U.S. 9 Constitution, against Defendants, in favor of Plaintiffs, as also evidenced by 10 INVOICE/TRUE BILL #RIVSHERTREAS12312024 which is a part of Exhibit 11 H. INVOICE/TRUE BILL #RIVSHERTREAS12312024 is attached hereto as 12 Exhibit M and incorporated herein by reference. 13 14 69. As considered, agreed, and stipulated by Defendant(s) in the <u>unrebutted</u> verified commercial affidavits, contract agreement, and/or self-executing contract 15 security agreement(s) (Exhibits E, F, G, and H), should it be **deemed** necessary, the 16 Plaintiffs are **fully Authorized** to initiate the filing of a lien, and the seizing of 17 property to secure satisfaction of the ADJUDGED, DECREED, AND 18

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.

22

1

2

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.

-25 of 111-

71. Violations of Constitutional Protections: The defendants have
 intentionally and systematically engaged in acts that directly violate the
 protections guaranteed to the plaintiffs and the people under the
 Constitution, including but not limited to:

5

6

7

8

9

10

11

12

- Violation of the Plaintiffs' Unalienable Rights: The defendants have deprived the plaintiffs of life, liberty, and property without due process of law, as guaranteed under the Fifth and Fourteenth Amendments.
- Subversion of the Rule of Law: Through their actions, the defendants have undermined the separation of powers and checks and balances established by the Constitution. They have disregarded the judiciary's duty to uphold the Constitution by attempting to operate outside the confines of lawful authority, rendering themselves effectively unaccountable.
- Treasonous Conduct: Pursuant to Article III, Section 3, treason against the
 United States is defined as levying war against them or adhering to their
 enemies, giving them aid and comfort. The defendants' conduct in
 subverting the constitutional order, depriving citizens of their lawful rights,
 and unlawfully exercising power without jurisdiction constitutes a form of
 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 are the true source of all government power under the Constitution. As stated in the 21 Declaration of Independence, whenever any form of government becomes 22 destructive of the unalienable rights of the people, it is the right of the people to 23 alter or abolish it. The defendants, through their actions, have positioned 24 themselves as adversaries to this principle, attempting to replace the rule of law 25 with arbitrary and unlawful dictates. 26

73. Weaponizing Authority to Oppress: The defendants' intentional
misuse of their authority to act against the interests of the Constitution and its

<u>Citizens is a clear manifestation of tyranny.</u> Rather than serving their 1

constitutional mandate to protect and defend the Constitution, they have 2 actively waged war on it by: 3

- Suppressing lawful claims and evidence presented by the plaintiffs to ٠ 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, ٠ including but not limited to rights to due process and equal protection under the law.

74. The defendants' actions are not merely breaches of law; they are acts of 11 insurrection and rebellion against the very foundation of the nation's 12 constitutional framework. Such acts must not go unchallenged, as they jeopardize 13 the constitutional order, the rights of the people, and the rule of law that ensures 14 justice and equality. Plaintiffs call upon the court and relevant authorities to enforce 15 the Constitution, compel accountability, and halt the defendants' treasonous war 16 against the supreme law of the land. 17

18 19

4

5

6

7

8

9

10

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

75. Plaintiffs' incorporation of "bare statutes" does NOT exonerate 20 Defendants; rather, it serves as evidence of Defendants' guilt, which they 21 have already undisputedly admitted through their actions and lack of rebuttal 22 to any affidavits, which they have a duty to respond to. The invocation of 23 bare statutes merely underscores the necessity for Plaintiffs to compel a 24 formal enforcer, such as a District Attorney or Attorney General, to prosecute 25 the criminal violations. This requirement for enforcement does NOT negate 26 the Defendants' culpability but, instead, affirms the gravity of their admitted 27 violations. 28

-27 of 111-

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

77. Defendants' actions constitute treasonous conduct against the
Constitution and the American people. Their behavior, alongside that of
their counsel, reflects an attitude of being above the law, further solidifying
their guilt.

8 <u>Defendants' Presumed to be in Dishonor: U.C.C. § 3-505:</u>
9 78. Defendants are <u>presumed</u> 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).

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

80. Defendants may <u>NOT</u> argue, controvert, or otherwise protest the finality of
the administrative findings established through the unrebutted affidavits. As per
established legal principles, once an affidavit is submitted and not rebutted, its
content is accepted as true, and Defendants are barred from contesting these
findings in subsequent processes, whether administrative or judicial.

<u>'Special Deposit' and MASTER INDEMNITY BOND: 31 U.S. Code §</u> <u>5312 and U.C.C. § 3-104</u>

22

23

81. This notarized, authorized, and indorsed VERIFIED COMPLAINT
itself acted as a BOND and/or MONETARY INSTRUMENT, as defined by 31
U.S. Code § 5312 and U.C.C. § 3-104, supplemented by the MASTER
INDEMNITY BOND (Exhibit N), and that the BOND also satisfies the
procedural and substantive requirements of Rule 67 of the Federal Rules of -28 of 111-

Civil Procedure. Exclusive equity supports this claim, as it ensures that no
 competing claims will infringe upon the Plaintiffs' established rights to this
 bond of and will be reported on the forms 1099-A, 1099-OID, and/or 1099-B,
 with Plaintiff(s) evidenced as the CREDITOR(S).

82. Janet Yellen, said Successor(s), and/or the United States Treasury is the 5 registered holder and fiduciary of/for Plaintiff(s)' the private Two Hundred 6 Billion Dollar (\$200,000,000,000.00 USD) 'MASTER DISCHARGE AND 7 **INDEMNITY BOND'** #RF661448567US, which was post deposited to private 8 post registered account #RF 661 448 023 US. Said 'MASTER DISCHARGE 9 AND INDEMNITY BOND' (#RF661448567US) expressly stipulates it is 10 "insuring, underwriting, indemnifying, discharging, paying and satisfying all 11 such account holders and accounts dollar for dollar against any and all pre-12 existing, current and future losses, costs, debts, taxes, encumbrances, deficits, 13 deficiencies, liens, judgements, true bills, obligations of contract or 14 performance, defaults, charges, and any and all other obligations as may exist 15 or come to exist during the term of this Bond... Each of the said account 16 holders and accounts shall be severally insured, underwritten and 17 indemnified against any and all future Liabilities as may appear, thereby 18 instantly satisfying all such obligations dollar for dollar without exception 19 through the above-noted Private Offset Accounts up to and including the full 20 face value of this Bond through maturity." A copy of 'MASTER DISCHARGE 21 AND INDEMNITY BOND' #RF372320890US is attached hereto as Exhibit N 22 and incorporated herein by reference, and will serve as an additional 23 CAUTION and/and/or BOND for immediate adjustment and setoff of any 24 and all costs associated with these matters. 25 12 U.S.C. 1813(L)(1): The term 'Deposit' Defined 26 83. As considered, agreed, and stipulated by Defendants in the unrebutted 27

28 verified commercial affidavits, contract agreement, and self-executing contract

-29 of 111-

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

84. As *considered, agreed*, and *stipulated* by Defendants in the <u>unrebutted</u>
verified commercial affidavits, contract agreement, and self-executing contract
security agreements (Exhibits E, F, G, and H), Defendants never at any time risked
any of its assets and truly only exchanged the GENUINE ORIGINAL

PROMISSORY NOTE for "credit" according to the Generally Accepted Accounting
Principles (GAAP). 'Banks' are <u>required</u> to adhere Generally Accepted Accounting

24 Principles and as evidenced by, <u>12 U.S.C 1831n - 'Accounting objectives</u>,

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

-30 of 111-

depository institutions shall be uniform and consistent with generally accepted
 accounting principles.["]

85. As considered, agreed, and stipulated by Defendants in the unrebutted 3 verified commercial affidavits, contract agreement, and self-executing contract 4 security agreements (Exhibits E, F, G, and H), GAAP follows an accounting 5 convention that lies at the heart of the **double-entry bookkeeping system** called the 6 Matching Principle. This principle works are follows: when a bank accepts bullion, 7 coin, currency, drafts, promissory notes, or any other similar instruments 8 (hereinafter "instruments") from customers and deposits or records the instruments 9 10 as assets, it must record offsetting liabilities that match the assets that it accepted from customers. The liabilities represent the amounts that the bank owes the 11 customers, funds accepted from customers. If a fractional reserve banking system 12 like the United States banking system, most of the funds advanced to borrowers 13 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 ORDER, SECURITY, ETC.) and are not merely transferred from one set of 16 depositors to another set of borrowers. Said Asset remains an Asset to Plaintiffs. 17 86. As *considered*, *agreed*, and *stipulated* by Defendants in the <u>unrebutted</u> 18 19 verified commercial affidavits, contract agreement, and self-executing contract security agreements (Exhibits E, F, G, and H), GAAP is *intended* to ensure 20 consistency among financial records, financial transparency, and protection from 21 22 fraud or misleading company reports.

23

Summary Judgement is Due as a matter of law

87. Rule 56(a) of the Federal Rules of Civil Procedure and California Code of
Civil Procedure § 437c(c): Summary Judgment is warranted as <u>a matter of law</u> under
Rule 56(a) of the Federal Rules of Civil Procedure and California Code of Civil
Procedure § 437c(c), both of which *mandate* judgment where there is no genuine
dispute as to any material fact..

-31 of 111-

- 88. **Defendants are** *barred* from further dispute under the doctrines of:
 - *Res Judicata* This matter is already conclusively settled by Defendants' failure to rebut.
 - *Stare Decisis* Binding precedent supports Plaintiffs' claims and demands judgment in their favor.
 - **Collateral Estoppel** Defendants are estopped from raising any defenses they failed to assert.

89. Unrebutted Affidavits Establish No Disputed Facts: Plaintiffs' affidavits
were submitted in good faith and stand as truth in commerce. These affidavits were
served upon Defendants, providing sufficient notice and opportunity to rebut or
contest the assertions therein. Defendants' failure to respond or dispute the
affidavits results in a legal presumption of their validity. As a matter of law, an
affidavit that is *unrebutted* is deemed admitted and undisputed, thereby precluding
any triable issue of fact.

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

90. Defendants' Failure to Produce Contradictory Evidence:

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

28 <u>a matter of law</u>.

1

2

3

4

5

6

7

15

16

17

18

19

20

21

22

-32 of 111-

91. Judicially Recognized Finality of Affidavits: Courts have long held that 1 2 when Affidavits are left *unrebutted*, they stand as Truth and are accepted as fact. See Morris v. National Cash Register Co., 44 Cal.App.2d 811, 813 (1941), which 3 confirms that undisputed evidence is sufficient to warrant summary judgment. 4 Additionally, under Federal and State Rules of Evidence, facts established by 5 affidavit are considered *binding* when no counter-affidavit is provided. 6 7 92. Supported by Principles of Equity and Law: 8 • Equity: It would be inequitable to allow Defendants to delay proceedings when they have failed to rebut or contest the factual assertions of Plaintiffs' affidavits. 9 10 Law: Plaintiffs have satisfied the procedural and substantive requirements for 11 summary judgment, including providing sufficient admissible evidence to establish their claims. 12 The COURT is Barred From SUMMARILY DISMISSING Anything, 13 Especially After The Overturning of Chevron 14 93. The Court is hereby placed on notice that even the mere consideration of 15 "summarily dismissing" anything in this matter constitutes a constitutional 16 violation and an act of judicial overreach, arbitrary denial of due process, and a 17 *willful* obstruction of justice. 18 94. The Overturning of the Chevron Doctrine Eliminates Any Judicial 19 Presumption in Favor of Government or Institutional Parties:. 20 With the **Chevron Doctrine overturned**, courts **no longer have** 21 discretion to defer to agency or institutional interpretations of law, 22 and every case must be ruled strictly within the confines of the 23 Constitution and statutory law. 24 Any judicial attempt to summarily dismiss Plaintiffs' verified, 25 unrebutted claims would constitute an abuse of discretion, a 26 deprivation of due process, and a direct violation of Plaintiffs' 27 constitutional rights. 28

-33 of 111-

Case	25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 34 of 326 Page ID #:34
	Registered Mail #RF775823821US — Dated: March 5, 2025
1	95. Due Process Requires Full Adjudication, <u>Not</u> Summary Disposition.
2	• Plaintiffs have filed <i>multiple</i> 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 <u>Judicial Fraud</u> 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.
	-34 of 111-

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 35 of 326 Page ID #:35
	Registered Mail #RF775823821US — Dated: March 5, 2025
1	Any attempt to diamics this matter given that Defendants have also de
1 2	 Any attempt to dismiss this matter – given that Defendants have already 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' <i>Demand</i> for Summary
6	Judgment is not a mere 'motion' <i>requesting</i> discretionary relief but a <u>binding</u> legal
7	notice asserting an <i>absolute</i> 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 <i>discretion</i> in granting relief.
10	 A demand asserts an existing legal <i>right</i> that must be acknowledged <i>and</i>
11	enforced.
12	100. Plaintiffs' Demand for Summary Judgment is <i>a Matter of Law,</i> 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.
	-35 of 111-

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.
 <u>Unrebutted Affidavits are 'prima facie' evidence:</u>

102. As considered, agreed, and stipulated by Defendants in the 4 unrebutted verified commercial affidavits, contract agreement, and self-5 executing contract security agreements (Exhibits E, F, G, and H), Exhibits E, F, 6 G, and H are prima facie evidence of fraud, racketeering, indentity theft, 7 treason, breach of trust and fiduciary duties, extortion, coercion, deprivation 8 of rights under the color of law, conspiracy to deprive of rights under the 9 color of law, monopolization of trade and commerce, forced peonage, 10 obstruction of enforcement, extortion of a national/internationally protected 11 person, false imprisonment, torture, creating trusts in restraint of trade 12 dereliction of fiduciary duties, bank fraud, breach of trust, treason, tax 13 evasion, bad faith actions, dishonor, injury and damage to Affiant and 14 Plaintiffs proof of claim. See United States v. Kis, 658 F.2d, 526 (7th Cir. 15 1981)., "Appellee had the burden of first proving its prima facie case and 16 could do so by affidavit or other evidence." 17

18

19

1

2

3

<u>Unlawful and Unconstitutional Detainment and Arrest while</u> <u>'Traveling' in Private Automobile</u>:

103. As *considered, agreed*, and *stipulated* by Defendants in the <u>unrebutted</u>
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
-36 of 111-

<u>property</u>, and <u>NOT</u> within any statutory and/or commercial jurisdiction. A
copy of the PRIVATE 'not for hire' or 'commercial' use is attached hereto as
Exhibits O and incorporated herein by reference.

Upon unlawfully stopping and detaining the private traveler(Kevin:
 Walker), Defendants, including Gregory D Eastwood, Robert C V Bowman,
 George Reyes, William Pratt, conspired on the scene in violation of 18 U.S.C. §§
 241 and 242. Photographs of Defendants, Gregory D Eastwood, Robert C V
 Bowman, and William Pratt, are attached hereto as Exhibits O, P, and Q
 respectively, and incorporated by reference herein.

3. All Defendants on the scene at that time, including Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, were NOTICED that the traveler is a state Citizen, non-citizen national/national/internationally protected person, <u>privately traveling</u> in a <u>private</u> automobile, as articulated by the traveler, and as evidenced by the '**PRIVATE'** plate on the private automobile.

4. The <u>private</u> automobile and <u>trust property</u> was **not** in *any* way displaying STATE or government registration or stickers, and was displaying a PRIVATE plate, removing the automobile from the Defendant's jurisdiction. See Exhibit N.

5. The <u>private</u> automobile is duly reflected on Private UCC Contract Trust/ UCC1 filing NOTICE #2024385925-4 and UCC3 filing and NOTICE #2024402990-2 (Exhibits C and D).

6. Under threat, duress, and coercion, and at gunpoint, the private traveler(Kevin: Walker) presented Defendants Gregory D Eastwood and Robert C V Bowman national/non-citizen national, #C35510079 and passport book #A39235161. Copy attached hereto as **Exhibits O and P** respectively, and incorporated herein by reference.

28

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

7. Defendant(s), acted against the Constitution, even when explicitly reminded of their duties to support and uphold the Constitution.

1

2

3

4

5

6

7

8

9

10

23

24

25

26

27

28

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

9. The private traveler and national(Kevin: Walker), should never have been stopped exercising his **inherent** and *unalienable* **right** to travel, in a <u>private</u> automobile that was clearly marked "PRIVATE" and "not for hire" and "not for commercial use.

Fraudulent Alteration of Signature, Coercion, Assault, Torture, <u>Kidnapping:</u>

104. As *considered, agreed,* and *stipulated* by Defendants in the <u>unrebutted</u>
verified commercial affidavits, contract agreement, and self-executing contract
security agreements (Exhibits E, F, G, and H)

After being kidnapped, handcuffed, tortured, and deprived of rights and livery
 under the color of law, the private traveler national/internationally protected
 person(Kevin: Walker), Defendant Robert Gell threatened to "house" the national if
 he did not sign every document presented, exactly as he (Robert Gell) wanted the
 national to. Camera records will evidence Robert telling the national return to the
 release tank for no apparent reason, and then assaulting, shoving, and pushing the
 national/internationally protected person into the tank at the end of the walk.

- 2. Defendant Robert Gell went as far as aggressively rushing around a desk and assaulting Kevin, and snatching a pen from hiss hand, simply because the attempted to write 'under duress' by his signature.
- 3. Defendant Robert Gell willfully and intentionally altered Affiant's signature on one document and crossed out 'UCC 1-308,' immediately after Affiant hand wrote it on the document.

-38 of 111-

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 39 of 326 Page ID #:39
	Registered Mail #RF775823821US — Dated: March 5, 2025
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 <u>on the record</u> 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 <u>any</u> evidence obtained as a result of an
11	unlawful stop or detainment is tainted and inadmissible in <u>any</u> 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 <i>void ab initio</i> . 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 <i>considered, agreed,</i> and <i>stipulated</i> by Defendants in the <u>unrebutted</u> 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
	-39 of 111-

		Registered Mail #RF / 302302103 — Dated. March 5, 2023
1		cases cited; Frost and F. Trucking Co. vs. Railroad Commission, 271 US
2		592; Railroad commission vs. Inter-City Forwarding Co., 57 SW.2d 290;
3		Parlett Cooperative vs. Tidewater Lines, 164 A. 313
4	2.	The California Motor Vehicle Code, section 260: Private cars/vans etc. not
5		in commerce / for profit, are immune to registration fees:
6		(a) A "commercial vehicle" is a vehicle of a type <u>REQUIRED</u> to be
7		REGISTERED under this code".
8		(b) "Passenger vehicles which are not used for the transportation of
9		persons for hire, compensation or profit, and housecars, are not
10		commercial vehicles".
11		(c) "a vanpool vehicle is not a commercial vehicle."
12	3.	18 U.S. Code § 31 - Definition, expressly stipulates, "The term "motor
13		vehicle" means every description of carriage or other contrivance propelled
14		or drawn by mechanical power <u>and</u> used for commercial purposes on the
15		highways in the transportation of passengers, passengers and property, or
16		property or cargo".
17	4.	A vehicle not used for commercial activity is a "consumer goods",it is
18		NOT a type of vehicle required to be registered and "use tax" paid of which
19		the tab is evidence of receipt of the tax." Bank of Boston vs Jones, 4 UCC
20		Rep. Serv. 1021, 236 A2d 484, UCC PP 9-109.14.
21	5.	" The 'privilege' of using the streets and highways by the operation thereon
22		of motor carriers <u>for hire</u> can be acquired only by permission or license
23		from the state or its political subdivision. "–Black's Law Dictionary, 5th ed,
24		page 830.
25	6.	"It is held that a tax upon common carriers by motor vehicles is based upon a
26		reasonable classification, and does not involve any unconstitutional
27		discrimination, although it does not apply to private vehicles, or those used by
28		
	VERIFIED COM	-40 of 111-

H

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		
		-41 of 111-

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	<i>Chicago,</i> 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 <u>private</u> "Code" (secret) or a "Statute."
13	16." Traveling is passing from place to placeact 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
	-42 of 111-

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

Registered Mail #RF775823821US - Dated: March 5, 2025

business or pleasure, though this right may be regulated in accordance with public interest and convenience. *Chicago Coach Co.* v. *City of Chicago*, 337 Ill. 200, 169 N.E. 22, 206.

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

-43 of 111-

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

-44 of 111-

1	thereon, for the usual and ordinary purpose of life and business."—
2	Thompson vs. Smith, supra.; Teche Lines vs. Danforth, Miss., 12 S.2d 784.
3	29. "The use of the highways for the purpose of travel and transportation is not
4	a mere privilege, but a common and fundamental Right of which the public
5	and the individual cannot be rightfully deprived."—Chicago Motor Coach
6	vs. Chicago, 169 NE 22;Ligare vs. Chicago, 28 NE 934;Boon vs. Clark, 214
7	SSW 607;25 Am.Jur. (1st) Highways Sect.163.
8	30. "The right to b is part of the Liberty of which a citizen cannot deprived
9	without due process of law under the Fifth Amendment. This Right was
10	emerging as early as the Magna Carta." — <u>Kent vs. Dulles</u> , 357 US 116
11	(1958).
12	31. "The state cannot diminish Rights of the people." — <u>Hurtado vs. California</u> ,
13	110 US 516.
14	32. "Personal liberty largely consists of the Right of locomotion to go where and
15	when one pleases only so far restrained as the Rights of others may make it
16	necessary for the welfare of all other citizens. The Right of the Citizen to travel
17	upon the public highways and to transport his property thereon, by horse
18	drawn carriage, wagon, or automobile, is not a mere privilege which may
19	be permitted or prohibited at will, but the common Right which he has under his
20	Right to life, liberty, and the pursuit of happiness. Under this
21	Constitutional guarantee one may, therefore, under normal conditions, travel at
22	his inclination along the public highways or in public places, and while
23	conducting himself in an orderly and decent manner, neither interfering with nor
24	disturbing another's Rights, he will be protected, not only in his person, but in his
25	safe conduct." – II Am.Jur. (1st) Constitutional Law, Sect.329, p.1135.
26	33. Where rights secured by the Constitution are involved, there can be no rule
27	making or legislation which would abrogate them." — Miranda v. Arizona,
28	384 U.S.
	-45 of 111-

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.
	-46 of 111-

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 47 of 326 Page ID #:47
	Registered Mail #RF775823821US — Dated: March 5, 2025
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 <u>barred</u> 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 <u>Presumed</u> 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).
	-47 of 111-

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.
	-48 of 111-

I

	Registered Mail #RF / /562562105 - Dated: Warch 5, 2025
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	<u>COMMERCE.</u> – 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
	-49 of 111-

intent to deprive Plaintiffs of their rights, property, and financial interests
 under the guise of lawful authority.

113. In furtherance of this unlawful enterprise and scheme, Defendants
transmitted fraudulent documents, including but not limited to fabricated reports,
false citations, and deceptive legal filings, through the U.S. Postal Service and other
commercial carriers, knowing that these documents were false and intended to
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:

42 U.S. Code § 1983 (Civil Action for Deprivation of Rights) – Establishes
 liability for any person acting under color of law who deprives another of
 their constitutionally protected rights, privileges, or immunities.

- 18 U.S. Code § 1001 (False Statements Act) Criminalizes knowingly
 making false statements or fraudulent misrepresentations in legal and
 administrative proceedings.
- 18 U.S. Code § 1341 (Mail Fraud) Prohibits the use of U.S. mail to transmit
 fraudulent documents with intent to deceive.

15 U.S. Code § 1692 (Fair Debt Collection Practices Act, FDCPA) –
 Prohibits fraudulent misrepresentation and deceptive practices used to
 enforce unlawful claims against individuals, including fabricated financial
 obligations.

UCC § 1-308 (Performance or Acceptance Under Reservation of Rights) –
 Protects individuals from unknowingly waiving rights under fraudulent or
 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:

-50 of 111-

Case	25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 51 of 326 Page ID #:51
	Registered Mail #RF775823821US — Dated: March 5, 2025
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 <u>any</u> scheme or artifice to
	-51 of 111-

defraud, or for obtaining money or property by means of false or fraudulent 1 pretenses, representations, or promises, or to sell, dispose of, loan, exchange, 2 alter, give away, distribute, supply, or furnish or procure for unlawful use any 3 counterfeit or spurious coin, obligation, security, or other article, or anything 4 represented to be or intimated or held out to be such counterfeit or spurious 5 article, for the purpose of executing such scheme or artifice or attempting so 6 to do, **places in any post office** or authorized depository for mail matter, any 7 matter or thing whatever to be sent or delivered by the Postal Service, or 8 deposits or causes to be deposited any matter or thing whatever to be sent or 9 delivered by any private or commercial interstate carrier, or takes or receives 10 therefrom, any such matter or thing, or knowingly causes to be delivered by 11 mail or such carrier according to the direction thereon, or at the place at 12 which it is directed to be delivered by the person to whom it is addressed, 13 any such matter or thing, shall be fined under this title or imprisoned not 14 more than 20 years, or both. If the violation occurs in relation to, or involving 15 any benefit authorized, transported, transmitted, transferred, disbursed, or 16 paid in connection with, a presidentially declared major disaster or 17 emergency (as those terms are defined in section 102 of the Robert T. Stafford 18 Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122)), or affects a 19 financial institution, such person shall be fined not more than \$1,000,000 or 20 imprisoned not more than 30 years, or both." 21 SECOND (2nd) CAUSE OF ACTION 22 (For Breach of Contract against all Defendants) 23

120. Plaintiffs re-affirm and incorporate paragraphs 1 through 119 as if set forth
herein

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

-52 of 111-

122. Nature of Defendants' Breach: Defendants' breach includes, but is not
 limited to, the failure to perform specified duties, the pursuit of false claims of debt,
 and the illegal, unlawful, and unconstitutional seizure of Plaintiffs private property
 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 <u>final</u> 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.

125. Acceptance and Binding Agreement: Defendants received, considered, and
agreed to the contract offer and final expression of the contract as defined under
U.C.C. provisions. This acceptance is evidenced through Defendants' willful and
intentional silent acquiescence, tacit agreement, and tacit procuration to the *unrebutted* Affidavits and contract security agreements (Exhibits I, J, K, L, and N),
affidavit certificate of non-response, default, and the judgment and lien
authorization, all of which were duly received by Defendants.

126. Obligations under U.C.C.: Defendants' agreement to these terms thereby
creates binding obligations under U.C.C. Article 2 as well as other relevant sections,
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'

-53 of 111-

rights, racketeering, paper terrorism, coercion, extortion, bank fraud, monopolization of
 trade and commerce, restraint-of-trade violations, deprivation of rights, conspiracy under
 color of law, breach of the implied covenant of good faith and fair dealing, identity theft,
 and taking unreasonable positions that forced Plaintiffs into litigation.

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

11

12

13

14

129. Private Right of Action:

- Plaintiffs hereby assert a Private Right of Action to enforce their rights under the Contract and Security Agreements, as well as the Uniform Commercial Code.
- Plaintiffs are entitled to bring this action pursuant to U.C.C. § 2-202, U.C.C. §§
 1-103, 1-202, 2-204, and Article 9 to seek appropriate remedies, including but not
 limited to compensatory damages, punitive damages, declaratory relief, and
 equitable remedies as the Court may deem just and proper.
- 19 130. Plaintiffs' Private Rights of Action under Embezzlement Laws:
- Plaintiffs assert their Private Right of Action under 18 U.S.C. § 666 for
 embezzlement, as well as common law embezzlement principles, for the
 wrongful appropriation of funds and assets by Defendants.
- 18 U.S.C. § 666 provides a federal basis for a Private Right of Action when
 Defendants have engaged in fraudulent misapplication or theft of funds,
 particularly when those funds are derived from financial institutions or
 governmental transactions. Plaintiffs are entitled to restitution for any funds
 or assets misappropriated and for damages caused by Defendants'
 fraudulent conduct, including any related losses.

-54 of 111-

l	
	Registered Mail #RF775823821US — Dated: March 5, 2025
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	

1	:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 56 of 326 Page ID #:56
	Registered Mail #RF775823821US — Dated: March 5, 2025
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
	-56 of 111-

1	or care of any such agent, officer, director, employee or receiver, shall be fined not			
2	more than \$1,000,000 or <i>imprisoned not more than 30 years, or both</i> "			
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:			
	-57 of 111-			

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 58 of 326 Page ID #:58			
	Registered Mail #RF775823821US — Dated: March 5, 2025			
	15 U.C. C. J. C. (C. C. C			
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 personal and financial information.			
4				
5	15 U.S. Code § 1692e (Fair Debt Collection Practices Act) – Provides a			
6	private right of action prohibiting false, deceptive, or misleading 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.			
	-58 of 111-			

l

1

2

Registered Mail #RF775823821US --- Dated: March 5, 2025

• Financial expenses incurred in defending against fraudulent seizure actions and restoring rightful title to the property.

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

146. 18 U.S. Code § 1025 (Fraudulent Acquisition of Property or Signatures)
expressly stipulates:

"Whoever, upon any waters or vessel within the special maritime and territorial 8 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 of writing or conveyance of real or personal property, or the signature of any 11 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 fraudulently sells, barters, or disposes of any bond, bill, receipt, promissory note, 14 draft, or check, or other evidence of indebtedness, for value, knowing the same to be 15 worthless, or knowing the signature of the maker, endorser, or guarantor thereof to 16 have been obtained by any false pretenses, shall be fined under this title or 17 imprisoned not more than five years, or both."

18 147. 18 U.S. Code § 1028A (Aggravated Identity Theft) expressly stipulates: 19 "Whoever, during and in relation to any felony violation enumerated in subsection 20 (c), knowingly transfers, possesses, or uses, without lawful authority, a means of 21 identification of another person shall, in addition to the punishment provided for 22 such felony, be sentenced to a term of imprisonment of 2 years. (2) Terrorism 23 offense. – Whoever, during and in relation to any felony violation enumerated in 24 section 2332b(g)(5)(B), knowingly transfers, possesses, or uses, without lawful 25 authority, a means of identification of another person or a false identification 26 27 document shall, in addition to the punishment provided for such felony, be sentenced to a term of imprisonment of 5 years." 28 -59 of 111-

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 60 of 326 Page ID #:60			
	Registered Mail #RF775823821US — Dated: March 5, 2025			
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.			
	-60 of 111-			

I

Case	5:25-cv-	00646-WLH-MAA Do	cument 1 #:61	Filed 03/11/25	Page 61 of 326	Page ID
		Registered Ma	il #RF775823	821US — Dated: Ma	urch 5, 2025	
1	•	Uniform Commercial	Code (U.C	C. C.) – Governs n	egotiable instru	ments,
2		discharge of obligation	-		-	
3	152	. Private Right of Actio	on: Plaintif	- fs assert a private	e right of action t	o enforce
4	their ri	ights under 15 U.S.C. §	15(a) (Clay	rton Act), the She	erman Act (15 U.S	5.C.§2),
5	state u	nfair competition laws	, and the U	CC to seek appro	opriate remedies,	including
6	but no	t limited to:				
7	•	Compensatory damag	ges for fina	ancial harm.		
8	•	Treble damages unde	er 15 U.S.C	. § 15(a).		
9	•	Injunctive relief to p	revent furt	her monopolisti	c and fraudulent	practices.
10	153	. As part of this fraudu	lent schem	e, Defendants en	gaged in unfair a	ind
11	decept	tive business practices	by:			
12	•	Creating false debts a	and fabric a	ting fraudulent	security interest	S.
13	•	Fraudulently misrep	resenting a	nd concealing n	naterial facts rega	arding the
14		nature and validity of	f alleged de	ebts.		
15	•	Engaging in a calcula	ated effort	to monopolize ti	ade and comme	r ce by
16		suppressing competit	ion and en	forcing unlawful	claims against P	laintiffs'
17		private property.				
18	•	Violating Plaintiffs'	rights und	er applicable con	nmon law and ci	vil
19	:	statutes.				
20	154	. Plaintiffs further alleg	ge that Defe	endants' actions	were part of a bro	oader
21	schem	e to unfairly restrain tr	ade and co	mmerce by:		
22	•	Leveraging fraudule	nt financia	l instruments to	secure unlawful	gains.
23	•	Misusing public poli	icy and sta	tutory framewor	ks to enforce mo	nopolistic
24		practices.				
25	•	Exploiting their posi	tion of pov	ver within the fi	nancial system t	o deprive
26		Plaintiffs of lawful pr	otections a	nd remedies.		
27	155	5. Plaintiffs affirm that 1	Defendants	s' actions, in viola	ation of 15 U.S.C.	§ 2,
28	caused	d direct harm and dam	e		and legal interest	S.
	VERIFIED CO	MPLAINT FOR FRAUD, BREACH OF CONTRACT, THEFT, DEPRIVA		01 of 111-	LIDNAPPING, TORTURE, and SUMMARY JUDGEM	ENT AS A MATTER OF LAW
	l					

156. 15 U.S.C. § 2 (Sherman Act) expressly 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."

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:

- Deprivation of property without due process of law.
- Restraint of trade and competition in violation of public policy.
- Fraudulent business practices designed to defraud Plaintiffs and gain 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

15

16

17

18

1

2

3

4

5

6

7

SIXTH (6th) CAUSE OF ACTION

(For Deprivation of Rights Under the Color of Law against all Defendants)
(Private Cause of Action under 42 U.S.C. § 1983 and Constitutional Law)
160. Plaintiffs re-affirm and incorporate paragraphs 1 through 159 as if fully set forth herein.
161. Plaintiffs affirm that Defendants, acting under color of law, willfully and
intentionally deprived Plaintiffs of rights secured by the Constitution and laws of
the United States, specifically in violation of 42 U.S.C. § 1983.

-62 of 111-

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.			
	-63 of 111-			

l

166. 18 U.S.C. § 241 (Conspiracy Against Rights) expressly stipulates:

"If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same; or If two or more persons go in disguise on the highway, or on the premises of another, with intent to prevent or hinder his free exercise or enjoyment of any right or privilege so secured – They shall be fined 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.

169. Plaintiffs further affirm that Defendants, acting under the authority and
guise of legal processes, conspired to deprive Plaintiffs of their constitutional rights.
These actions represent a calculated effort to abuse their positions and disregard
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

1

2

3

4

5

6

7

8

26

SEVENTH CAUSE OF ACTION

(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.

1 172. Defendants employed coercive tactics, including the unlawful and unconstitutional seizure of private property, threats, and false claims of 2 authority, to compel Plaintiffs to act against their interests and submit to fraudulent 3 claims. These actions constitute a violation of 42 U.S.C. § 1983, which provides a 4 5 private right of action for the deprivation of rights secured by the Constitution and federal law. Defendants, acting under color of law, have deprived Plaintiffs 6 of their property rights, as secured under the Fifth and Fourteenth Amendments 7 of the Constitution. 8

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 unlawfully received and benefited from extortion proceeds obtained through 16 fraudulent means, thus constituting unjust enrichment under the Restatement 17 (Second) of Torts, which provides for civil remedies when one party benefits at the 18 expense of another through wrongful conduct. The wrongful nature of 19 Defendants' actions has caused significant injury and harm to Plaintiffs, 20 warranting restitution, disgorgement of ill-gotten gains, and other appropriate 21 remedies. 22

175. Private Right of Action: Plaintiffs assert a private right of action to enforce
their rights under 42 U.S.C. § 1983, 15 U.S.C. § 1 (Sherman Act), the Restatement
(Second) of Torts (Unjust Enrichment), and applicable federal extortion laws to seek
appropriate remedies, including but not limited to:

- 27 28
- Compensatory damages for financial harm.
- Treble damages under 15 U.S.C. § 15(a).

-65 of 111-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 66 of 326 Page ID #·66 Registered Mail #RF775823821US — Dated: March 5, 2025 Restitution and disgorgement of all fraudulently obtained proceeds. 1 ٠ Injunctive relief to prevent further extortionate and fraudulent 2 practices. 3 Defendants **employed coercive tactics**, including but not limited to: 4 5 Unlawful and unconstitutional seizure of private property through ٠ fraudulent claims and misrepresentation of legal authority. 6 Threats and intimidation tactics aimed at forcing Plaintiffs into compliance 7 ٠ with fraudulent demands. 8 9 **Fabrication of false debts and fraudulent security interests** designed to unlawfully extract financial benefits from Plaintiffs. 10 176. Defendants' actions constitute a violation of 18 U.S.C. § 880, which 11 criminalizes the receipt of extortion proceeds. By engaging in these unlawful 12 activities, Defendants have unlawfully received and benefited from extortion 13 proceeds obtained through fraudulent means, thereby reinforcing the wrongful 14 nature of their actions and the resulting harm inflicted upon Plaintiffs. 15 177. 18 U.S.C. § 880 (Receiving Extortion Proceeds) expressly stipulates: 16 "A person who receives, possesses, conceals, or disposes of any money or other 17 property which was obtained from the commission of any offense under this chapter 18 that is punishable by imprisonment for more than 1 year, knowing the same to have 19 been unlawfully obtained, shall be imprisoned not more than 3 years, fined under 20 this title, or both." 21 178. As a direct result of Defendants' receipt of extortion proceeds, Plaintiffs 22 have suffered financial loss, deprivation of property, reputational harm, and 23 emotional distress. 24 EIGHTH (8th) CAUSE OF ACTION 25 (For False Pretenses and Fraud all Defendants) 26 179. Plaintiffs re-affirm and incorporate paragraphs 1 through 178 as if set forth 27 herein. 28 -66 of 111-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

180. Defendants' Fraudulent Actions and 'Fraud in the Factum':
 Defendants willfully and intentionally engaged in fraudulent actions by
 knowingly misrepresenting material facts and creating fraud in the factum,
 concerning the interest, ownership, title, and authority to execute the
 unlawful and unconstitutional seizure of private property. These actions
 were conducted under blatantly fraudulent and false pretenses, and
 ignorance of the law is no excuse.

8 181. False Claims of Debt and Fraudulent Proceedings: Defendants willfully
9 and intentionally:

Created false claims of debt to deceive Plaintiffs into compliance with
 fraudulent demands.

12

13

21

- **Placed fraudulent documents** in the post office or authorized depositories for mail, constituting mail fraud.
- Initiated unlawful and unconstitutional enforcement actions that lacked
 any lawful or legal basis.

182. By engaging in these fraudulent actions, Defendants wrongfully deprived
Plaintiffs of property or assets through deceptive means, causing direct financial
harm and legal injury to Plaintiffs.

183. Fraudulent Tactics and Deceptive Representations: Defendants employed
fraudulent tactics, including but not limited to:

- Unlawful initiation of transactions under false pretenses.
- Deceitful representations and the use of fraudulent instruments to obtain
 property from Plaintiffs.
- Procuring signatures under false pretenses, knowing that the documents
 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

-67 of 111-

conduct entitles Plaintiffs to seek damages and remedies for the unlawful
 appropriation of property.

185. Unlawful Benefit from Fraudulent Conduct: Defendants unlawfully
benefited from Plaintiffs by fraudulently obtaining property, goods, services, or
financial benefits, which constitutes a breach of duty to Plaintiffs. By obtaining
property or value through fraud, Defendants have caused significant harm and
financial loss to Plaintiffs.

8 186. Specific Fraudulent Actions by Defendants: Defendants' fraudulent acts
9 include, but are not limited to:

 Use of Fraudulent Instruments – Defendants used, attempted to use, or procured the use of fraudulent documents, including forged contracts,
 falsified notes, or other fraudulent evidence of debt, to transfer or encumber Plaintiffs' property.

- False Pretenses Defendants made false and misleading representations
 with intent to deceive Plaintiffs into parting with property or financial
 assets. Plaintiffs reasonably relied upon these false representations to their
 detriment.
- Misappropriation of Property Defendants unlawfully obtained property,
 money, or goods through fraud, deceit, or false pretenses, knowing that
 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:

• Actual damages for property lost or fraudulently obtained.

23

24

25

26

27

28

- Consequential damages resulting from Defendants' fraudulent actions.
- **Punitive damages** due to Defendants' willful and intentional misconduct.
- 188. **Private Right of Action:** Plaintiffs assert a private right of action under:
- **18 U.S.C. § 1964 (RICO)** Defendants' fraudulent conduct constitutes **racketeering activity**, allowing Plaintiffs to seek treble damages.

-68 of 111-

	Registered Mail #RF / /5825821US — Dated: March 5, 2025
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
	-69 of 111-

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:			
	-70 of 111-			

Threatening to violate the rights or safety of an internationally protected 1 ٠ person or foreign official, as defined under 18 U.S.C. § 112 (Protection of 2 Foreign Officials, Official Guests, and Internationally Protected Persons). 3 Making extortionate demands in connection with the threats described 4 5 above. Using threats, coercion, and intimidation to force Plaintiffs into compliance 6 with unlawful demands. 7 198. Coercion and Extortion: By engaging in these unlawful and 8 9 unconstitutional actions, Defendants knowingly engaged in coercion and extortion, 10 using threats to unlawfully influence or compel Plaintiffs to act against their interests or submit to Defendants' fraudulent claims. 11 199. Harm to Plaintiffs: Defendants' extortionate actions directly harmed 12 Plaintiffs by: 13 14 ٠ Depriving Plaintiffs of their rights or property under duress or threat of further 15 deprivation and harm. Forcing Plaintiffs into submission through unlawful intimidation. 16 Inflicting financial, reputational, and legal damages through coercive tactics. 17 200. Unjust Enrichment of Defendants: Defendants made these extortionate 18 demands with full knowledge of their unlawfulness, intending to benefit from the 19 coerced conduct. Defendants' fraudulent and coercive actions have resulted in 20 unjust enrichment, which demands restitution under the principles of equity and 21 common law fraud. 22 201. Private Right of Action: Plaintiffs assert a private right of action under: 23 18 U.S.C. § 873 (Extortion by Officers or Employees of the United • 24 States) - Provides a civil remedy for individuals who have been 25 victims of extortion. 26 18 U.S.C. § 878 (Threats and Extortion Against Foreign Officials, 27 • Official Guests, or Internationally Protected Persons) - Establishes 28 -71 of 111-

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
	-72 of 111-

1

Registered Mail #RF775823821US --- Dated: March 5, 2025

	Registered Mail #RF775823821US — Dated: March 5, 2025
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.
	-73 of 111-

Registered Mail #RF775823821US --- Dated: March 5, 2025

1	TENTH (10th) CAUSE OF ACTION		
1	(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.		
	-74 of 111-		

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 75 of 326 Page ID #:75
	Registered Mail #RF775823821US — Dated: March 5, 2025
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.
1 8	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.
	-75 of 111- Verified complaint for fraud, breach of contract, theft, defrivation of rights under the color of law, conspiracy, racketeering, kidnapping, torture, and submary judgement as a matter of law

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 76 of 326 Page ID #:76
	Registered Mail #RF775823821US — Dated: March 5, 2025
1	Economic harm, reputational damage, and emotional distress.
2	214. Pattern of Racketeering Activity: Defendants have engaged in a pattern of
3	racketeering activity, demonstrating their intent to:
4	• Defraud Plaintiffs through false financial claims and fraudulent transactions.
5	Conceal unlawful financial transactions through fraudulent filings and
6	misrepresentations.
7	Coerce compliance through threats, deception, and financial manipulation.
8	• Enforce fraudulent claims through the unlawful assertion of jurisdiction.
9	215. Relief Sought: As a direct result of Defendants' racketeering and
10	fraudulent conduct, Plaintiffs have suffered:
11	Compensatory damages for financial losses incurred as a result of the
12	racketeering scheme.
13	• Treble damages under 18 U.S.C. § 1964(c) (RICO) due to the extensive
14	pattern of racketeering activity.
15	Punitive damages due to Defendants' intentional and willful misconduct.
16	Equitable relief, including injunctive relief to prevent further racketeering
17	activity and disgorgement of unlawfully obtained property or funds
18	ELEVENTH (11th) CAUSE OF ACTION
19	(For Bank Fraud against all Defendants)
20	216. Plaintiffs re-affirm and incorporate paragraphs 1 through 215 as if set forth
21	herein.
22	217. Plaintiff hereby asserts a cause of action for bank fraud under 12 U.S. Code
23	§ 1831, which provides a basis for a private cause of action for the unlawful
24	conduct of Defendants.
25	1. Violation of 12 U.S. Code § 1831 – Bank Fraud
26	Defendants willfully and intentionally violated 12 U.S. Code § 1831,
27	which expressly stipulates:
28	"Whoever knowingly executes, or attempts to execute, a scheme or
	-76 of 111-

Registered Mail #RF775823821US - Dated: March 5, 2025

artifice -(1) to defraud a financial institution; or (2) to obtain any of the moneys, funds, credits, assets, securities, or other property owned by, or under the custody or control of a financial institution, by means of false or fraudulent pretenses, representations, or promises; shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both."

2. Defendants' Scheme to Defraud

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

21

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

3. Plaintiff's Financial Harm

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

4. Damages Sought

As a result of the Defendants' violations of 12 U.S. Code § 1831, Plaintiff 20 seeks to recover compensatory damages, including but not limited to 22 financial losses, consequential damages, and any other relief the Court deems appropriate. Additionally, Plaintiff seeks punitive damages in order 23 to deter further unlawful conduct 24

218. Defendants willfully and intentionally violated 18 U.S. Code § 1344 – Bank 25 <u>Fraud</u>, which expressly stipulates: "Whoever knowingly executes, or attempts to 26 **execute**, a scheme or artifice -(1) to defraud a financial institution; or (2) to obtain 27 28 any of the **moneys**, funds, credits, assets, securities, or other property owned by,

-77 of 111-

Registered Mail #RF775823821US - Dated: March 5, 2025

or under the custody or control of a <u>financial institution</u> , by means of false or	
fraudulent pretenses, representations, or promises; shall be fined not more than	
\$1,000,000 or imprisoned not more than 30 years, or both." Defendants engaged in a	
scheme to defraud the financial institution by placing fraudulent claims on the	
property, misrepresenting ownership, and creating false debt instruments, all while	
under false pretenses. Their actions were designed to obtain funds, securities, and	
assets unlawfully, further violating Plaintiff's rights and causing financial harm."	
TWELFTH (12th) CAUSE OF ACTION	
(For Fraudulent Transportation and Transfer of Stolen Goods, Property,	
and Securities against all Defendants)	
219. Plaintiffs re-affirm and incorporate paragraphs 1 through 218 as if set forth	
herein.	
220. Defendants' Unlawful Actions: Defendants willfully and knowingly	
engaged in the unlawful transportation, transmission, and transfer of stolen,	
converted, and fraudulently obtained goods, securities, and money across state	
lines, in violation of:	
• 18 U.S. Code § 2314 – Prohibits the interstate transportation of stolen,	
converted, or fraudulently obtained property, including securities and	
money.	
• 18 U.S. Code § 2315 – Prohibits the receipt, possession, concealment, and	
disposal of stolen or fraudulently obtained goods, securities, or money.	
 15 U.S. Code § 78j (Securities Exchange Act of 1934) – Prohibits 	
manipulative and deceptive practices in connection with the purchase or	
sale of securities.	
221. Defendants engaged in a coordinated scheme to unlawfully acquire and	
transfer Plaintiffs' property and financial interests, including but not limited to:	
Real property fraudulently transferred through forged deeds and	
fraudulent filings.	
-78 of 111-	

l

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 79 of 326 Page ID #:79
	Registered Mail #RF775823821US — Dated: March 5, 2025
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 <i>unrebutted</i>
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.
	-79 of 111-

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 80 of 326 Page ID #:80
	Registered Mail #RF775823821US — Dated: March 5, 2025
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:
	-8 0 of 111-

I

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 81 of 326 Page ID #:81		
	Registered Mail #RF775823821US — Dated: March 5, 2025		
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	o Actual damages for financial loss.		
8	o Statutory damages due to Defendants' deceptive debt collection		
9	practices.		
10	o 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.		
	-81 of 111-		

Registered Mail #RF775823821US - Dated: March 5, 2025

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.			
	-82 of 111-			

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 83 of 326 Page ID #:83	
	Registered Mail #RF775823821US — Dated: March 5, 2025	
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. -83 of 111-	
	-OJ UI III-	-
	li di seconda di second	

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 84 of 326 Page ID #:84
	Registered Mail #RF775823821US — Dated: March 5, 2025
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."
	- 84 of 111-

Registered Mail #RF775823821US — Dated: March 5, 2025

1	246.	Unlawful Arrest and Forced Detention as Kidnapping: Defendants acted
2	under	he color of law to unlawfully seize, detain, and transport Plaintiffs without
3	legal at	athority, 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	٠	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 de	taining them against their will under fraudulent and unlawful pretense,
23	includi	ng 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.
		-85 of 111-

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 86 of 326 Page ID #:86
	Registered Mail #RF775823821US — Dated: March 5, 2025
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.
~~	D ungters demonstration (structure contended) determined at the structure of the structure

- **Punitive damages** to deter future unlawful detentions and abductions.
- **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.

23

24

-86 of 111-

Registered Mail #RF775823821US - Dated: March 5, 2025

1	FIFTEENTH (15th) CAUSE OF ACTION
2	(Forced Peonage – Against all Defendants)
3	255. Plaintiffs re-affirm and incorporate paragraphs 1 through 254 as if fully set
4	forth herein.
5	256. Defendants' Unlawful and Unconstitutional Acts: Defendants willfully
6	and intentionally subjected Plaintiffs to forced peonage, involuntary servitude, and
7	economic coercion, in violation of federal law and constitutional protections.
8	Plaintiffs were unlawfully compelled to work, perform obligations, or comply with
9	fraudulent demands under duress, coercion, and the threat of legal and financial
10	penalties, including but not limited to:
11	Unlawful and unconstitutional enforcement of financial claims without
12	due process.
13	Compelling Plaintiffs to pay or perform under threats of arrest, asset
14	seizure, or legal action.
15	• Depriving Plaintiffs of their right to be free from involuntary servitude
16	and forced labor.
17	• Using fraud, coercion, and intimidation to impose involuntary financial
18	and contractual obligations.
19	257. These actions constitute peonage and forced servitude under 18 U.S.C. §
20	1581 (Peonage Law), 18 U.S.C. § 1584 (Involuntary Servitude), and the Thirteenth
21	Amendment of the United States Constitution, which prohibit:
22	"Holding or returning any person to a condition of peonage, or arresting them with
23	the intent to place them in such condition."
24	"Knowingly and willfully holding any person in involuntary servitude, except as
25	punishment for a crime whereof the party has been duly convicted."
26	258. Defendants' Scheme to Enforce Peonage Through Coercion and Threats:
27	Defendants acted under color of law to compel Plaintiffs into compliance with
28	fraudulent financial and legal demands, in violation of:
	-87 of 111-

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 88 of 326 Page ID #:88
	Registered Mail #RF775823821US — Dated: March 5, 2025
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 26	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 force or threat
28	force or threat. -88 of 111-
	UERIERD COMPLAINT FOR FRAUD. BREACH OF CONTRACT. THEFT. DEPRIVATION OF RIGHT'S UNDER THE COLOR OF LAW. CONSPIRACY, RACKETEERING, KIDNAPPING, TORTURE, and SUMMARY JUDGEMENT AS A MATTER OF LAW.

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 89 of 326 Page ID #:89
	Registered Mail #RF775823821US — Dated: March 5, 2025
	Negistated Ivian #NF / / 302302105 Dateu: Iviarcii 5, 2025
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
	-89 of 111-

	Registered Mail #RF775823821US — Dated: March 5, 2025
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:
	-90 of 111-

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 91 of 326 Page ID #:91
	Registered Mail #RF775823821US — Dated: March 5, 2025
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 <i>unrebutted</i> 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.
	-91 of 111-

l

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 92 of 326 Page ID #:92
	Registered Mail #RF775823821US — Dated: March 5, 2025
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' unrebutted 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.
	-92 of 111-

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 93 of 326 Page ID #:93
	Registered Mail #RF775823821US — Dated: March 5, 2025
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 <i>willfully</i> 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:
	-93 of 111-

Registered Mail #RF775823821US - Dated: March 5, 2025

1	1 Fraud and Microprosontation
	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
	-94 of 111-

Registered Mail #RF775823821US --- Dated: March 5, 2025

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.
	-95 of 111-

-95 of 111-

Registered Mail #RF775823821US — Dated: March 5, 2025

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	1 <u>3. Torture</u>
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 unrebutted affidavits submitted by Plaintiffs, which Defendants failed to
27	dispute, Plaintiffs request that this Court enter a declaratory judgment confirming
28	the following:
	-96 of 111-

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 <u>a Matter of Law</u> – 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:
	-97 of 111-

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 98 of 326 Page ID #:98	İ
	Registered Mail #RF775823821US — Dated: March 5, 2025	
1		
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 (\$1,000,000,000,000,000) in lawfully recognized surgery such as cold and	
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 <i>unrebutted</i>	
8	commercial affidavits and the self-executing Contract and Security	
9	Agreement.	
10	• Waived any grounds to contest this judgment through tacit procuration,	
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	š
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.	
	-98 of 111-	_

ł

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 99 of 326 Page ID #:99
	Registered Mail #RF775823821US — Dated: March 5, 2025
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	unrebutted 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

Registered Mail #RF775823821US --- Dated: March 5, 2025

	Registered Mail #RF775823821US — Dated: March 5, 2025
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. <u>Permanent Injunction</u> 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
	- 100 of 111-

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 101 of 326 Page ID #:101
	Registered Mail #RF775823821US — Dated: March 5, 2025
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 <u>AND</u> 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.
	-101 of 111-

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 102 of 326 Page ID #:102
	Registered Mail #RF775823821US — Dated: March 5, 2025
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	REVOCATION 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	23Exhibit W: Copy of CA CODE § 260 from <u>https://leginfo.legislature.ca.gov</u> .
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: ™KEVIN 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	//
	- 102 of 111-

ID #:103

Registered Mail #RF775823821US - Dated: March 5, 2025

1

WORDS DEFINED GLOSSARY OF TERMS:

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

Attorney-in-fact: A private attorney authorized by another to act in his place and 4 1. 5 stead, either for some particular purpose, as to do a particular act, or for the 6 transaction of business in general, not of a legal character. This authority is conferred 7 by an instrument in writing, called a "letter of attorney," or more commonly a "power 8 of attorney." A person to whom the authority of another, who is called the constituent, 9 is by him lawfully delegated. The term is employed to designate persons who are 10 under special agency, or a special letter of attorney, so that they are appointed in factum, for the deed, or special act to be performed; but in a more extended sense it 11 includes all other agents employed in any business, or to do any act or acts in pais for 12 another. Bacon, Abr. Attorney; Story, Ag. § 25. All persons who are capable of acting 13 for themselves, and even those who are disqualified from acting in their own capacity, 14 15 if they have sufficient understanding, as infants of proper age, and femes coverts, may act as attorney of other. The person named in a power of attorney to act on your behalf 16 is commonly referred to as your "agent" or "attorney-in-fact." With a valid power of 17 18 attorney, your agent can take any action permitted in the document. - See Bouvier's 19 Law Dictionary, volumes 1,2, and 3, page 282, Blacks Law Dictionary 1, 2nd, 8th, pages 105, 103, and 392 respectively, and the American Bar Association's website on 'Power 20 of Attorney' and 'Attorney-In-Fact' 21

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

-103 of 111-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 104 of 326 Page ID #:104

Registered Mail #RF775823821US - Dated: March 5, 2025

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.

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

person: Term may include artificial beings, as corporations. The term means an
individual, corporation, business trust, estate, trust, partnership, limited liability
company, association, joint venture, government, governmental subdivision, agency,
or instrumentality, public corporation, or any other legal or commercial entity. The
term "person" shall be construed to mean and include an individual, a trust, estate,

-104 of 111-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 105 of 326 Page ID #:105

Registered Mail #RF775823821US — Dated: March 5, 2025

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

bank: a person engaged in the business of banking and includes a savings 13 6. 14 bank, savings and loan association, credit union, and **trust company**. The terms "banks", "national bank", "national banking association", "member bank", 15 "board", "district", and "reserve bank" shall have the meanings assigned to 16 them in section 221 of this title. An institution, of great value in the commercial 17 world, empowered to receive deposits of money, to make loans. and to issue its 18 19 promissory notes, (designed to circulate as money, and commonly called "banknotes" or "bank-bills") or to perform any one or more of these functions. The 20 term "bank" is usually restricted in its application to an incorporated body; 21 while a private individual making it his business to conduct banking 22 operations is denominated a "banker." Banks in a commercial sense are of three 23 kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation. Strictly speaking, 24 the term "bank" implies a place for the deposit of money, as that is the most 25 obvious purpose of such an institution. - See, UCC 1-201, 4-105, 12 U.S. Code § 26 221a, Black's Law Dictionary 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117, 27 183-184, 139-140, and 437-439.

28

-105 of 111-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 106 of 326 Page ID #:106

Registered Mail #RF775823821US --- Dated: March 5, 2025

7. discharge:_To cancel or unloose the obligation of a contract; to make an agreement or 1 2 contract null and inoperative. Its principal species are rescission, release, accord and satisfaction, performance, judgement, composition, bankruptcy, merger. As applied to 3 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 contract is carried out to the full extent contemplated (in which case the discharge is 8 9 the result of performance) or is broken off before complete execution. See, Blacks Law 10 Dictionary 1st, page.

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

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

may: An auxiliary verb qualifying the meaning of another verb by expressing ability,
 competency, liberty, permission, probability or contingency. – Regardless of the
 instrument, however, whether constitution, statute, deed, contract or whatnot, courts
 <u>not</u> infrequently construe "may" as "shall" or "must". – <u>See Black's :aw Dictionary,</u>
 <u>4th Edition page 1131.</u>

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,

-106 of 111-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 107 of 326 Page ID #:107

1

2

Registered Mail #RF775823821US - Dated: March 5, 2025

or under color of official right. - <u>See 18 U.S. Code § 1951 - Interference with</u> <u>commerce by threats or violence.</u>

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

7 13. **United States:** For the purposes of this Affidavit, the terms "<u>U</u>nited <u>States</u>" 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 Constitution for the United States of America. The terms "United States" and 12 "U.S." are NOT to be construed to mean or include the sovereign, united 50 states of 13 14 America.

15 14. 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 16 is always positive, intentional. as applied to contracts is the cause of an error bearing 17 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 concealments which involved a breach of legal or equitable duty, trust, or confidence 21 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 2nd Edition, pages 521-522 and 517 respectively. 24

15. 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. <u>See, Black's Law</u>
<u>Dictionary 1st Edition, page 222.</u>

-107 of 111-

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 108 of 326 Page ID #:108
	Registered Mail #RF7758238241 Store Dated: Monch of 2025
1	16. color able: 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, <u>KEVIN WALKER</u> , 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 <u>5TH</u> day of <u>MARCH</u> in the year of Our
13	Lord two thousand and twenty five:
14 15	proceeding sui juris, In Propria Persona, by Special Limited Appearance, All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.
16	By: Jun Mala
17	KerGnWalker, Altorney-In-Fact, Secured Party, Executor, national, private bank(er) EIN # 9x-xxxxxx
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, take one
20	or two others along, so that every matter may be established by the testimony of two or three
21	witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every word be
22	established" 2 Corinthians 13:1.
23	sui juris/By Special Limited Appearance, $\sim \mathcal{T}$
24	By:
25	
26	sui juris, By Special Limited Appearance,
27	By: Mr. Machit Steven Mac Arthur-Brooks (WITNESS)
28	

ł

Registered Mail #RF775823821US - Dated: March 5, 2025

	Registered Mail #RF / 5823821US — Dated: March 5, 2025					
	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. <u>VERIFIED</u> 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					
ļ	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					
	-109 of 111-					

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 110 of 326 Page ID #:110								
Registered Mail #RF775823821US — Dated: March 5, 2025									
1	1631 East 18th Street Santa Ana, California [92705-7101]								
2	2 Registered Mail #RF775823804US								
3	Chad: Bianco C/o RIVERSIDE COUNTY SHERIFF 4095 Lemon Street, 2nd Floor								
4	Riverside, California [92501] Registered Mail #RF775823818US								
5	Chad: Bianco C/o_RIVERSIDE COUNTY SHERIFF								
7	4095 Lemon Street, 2nd Floor Riverside, California [92501]								
8	Registered Mail #RF775823835US								
9	By Electronic Service. Based on a contract, and/or court order, and/or an								
10	<u>agreement of the parties</u> 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 15	C/o MENIFEE JUSTICE CENTER 30755-D Auld Road Murrieta, California [92563] <u>ssherman@law4cops.com</u>								
16	Steven-Arthur: Sherman								
17	C/o STEVEN ARTHUR SHERMAN 1631 East 18th Street Santa Ana, California [92705-7101]								
18 19	<u>ssherman@law4cops.com</u>								
20	Chad: Bianco 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. /s/Corey Walker/								
26	Corey Walker								
27									
28									
	-110 of 111-								

	Registered Mail #RF775823821US — Dated: March 5, 2025						
1	NOTICE:						
2	Using a notary on this document does <i>not</i> constitute any adhesion, <i>nor does it alter</i>						
3	<i>my status in any manner.</i> The purpose for notary is verification and identification						
4	only and not for entrance into any foreign jurisdiction.						
5	//						
6	//						
7	ACKNOWLEDGEMENT:						
8	State of California) A notary public or other officer completing this certificate						
9) SS. 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.						
10	County of Riverside)						
11	On this <u>5th</u> day of <u>March</u> , <u>2025</u> , before me, <u>Joyti Patel</u> , 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	Notary Public - California Riverside County Commission # 2407742						
23	My Comm. Expires Jul 8, 2026						
24	Signature(Seal)						
25							
26							
27							
28							
	-111 of 111-						

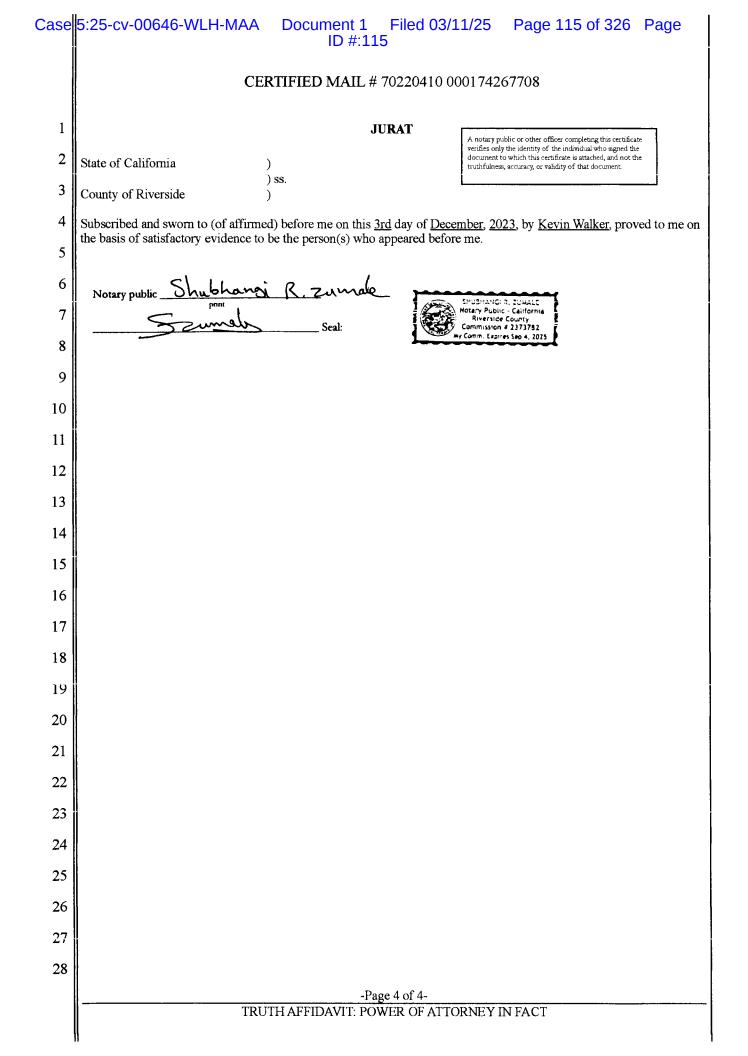
Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 112 of 326 Page							
	CERTIFIED MAIL # 70220410 000174267708							
1								
2	TRUTH AFFIDAVIT							
3								
4	IN THE NATURE OF SUPPLEMENTAL							
5	RULES FOR ADMINISTRATIVE AND MARITIME CLAIMS RULES C(6) Grant of Exclusive power of attorney to conduct all							
6	tax, business, and legal affairs of principal person.							
7	Date: December 3, 2023							
8	POWER OF ATTORNEY IN FACT							
9	I, KEVIN WALKER, WALKER, KEVIN, KEVIN LEWIS WALKER, WALKER, KEVIN							
10	L., WALKER, KEVIN LEWIS, or any derivative thereof, DEBTOR/ENS LEGIS/BANK/							
11	FINANCIAL INSTITUTION/ARTIFICIAL ENTITY/CORPORATE FICTION, c/o 5250							
12 Lankershim Blvd Suite 500, North Hollywood, California, do hereby appoint Kevin: Walker, a								
13	Living Soul, as Agent with Power of Attorney in Fact, Non-domestic, c/o 30650 Rancho							
14	California Road suite # 406-251, Temecula, California, to take exclusive charge of, manage, and							
15	conduct all of my tax, business and legal affairs, and for such purpose to act for me in my name and							
16 place, without limitation on the powers necessary to carry out this exclusive purpose of attorne								
17	fact as authorized:							
18	(a) To take possession of, hold, and manage my real estate and all other property;							
19	(b) To receive money or property paid or delivered to me from any source;							
20	(c) To deposit funds in, make withdrawals from, or sign checks or drafts against any account standing in							
21	my name individually or jointly in any bank or other depository, to cash coupons, bonds, or certificates of							
22	deposits, to endorse checks, notes or other documents in my name; to have access to, and place items in							
23	or remove them from, any safety deposit box standing in my name individually or jointly, and otherwise							
24	to conduct bank transactions or business for me in my name;							
25	(d) To pay my just debts and expenses, including reasonable expenses incurred by my Attorney In Fact							
26	Kevin: Walker, in exercising this exclusive power of attorney.							
27	(c) To retain any investments, invest, and to invest in stocks, bonds, or other securities, or in real estate							
28	or other property;							
	-Page 1 of 4- TRUTH AFFIDAVIT: POWER OF ATTORNEY IN FACT							

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 113 of 326 Page ID #:113

CERTIFIED MAIL # 70220410 000174267708

l							
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	Kil. Ar						
28	KEVIN L. WALKER, GRANTOR						
	-Page 2 of 4-						
	TRUTH AFFIDAVIT: POWER OF ATTORNEY IN FACT						

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 114 of 326 Page ID #:114					
	CERTIFIED MAIL # 70220410 000174267708					
1 Executed without the UNITED STATES, I declare under penalty of perjury under the laws of the uni						
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 Accept the fiduciary interest of the herein-named					
5	DEBTOR/ENS LEGIS/BANK/FINANCIAL					
6	INSTITUTION/ARTIFICIAL ENTITY/CORPORATE FICTION and will execute the herein-granted powers-of-					
7	attorney with due diligence.					
8						
9	proceeding sui juris, by <i>special limited appearance</i> , All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.					
10	By: Jui Ula					
11	Kevin Walker, Authorized Representative, Executor, Attorney In Fact, Secured Party, Executor, national, private bank(er) EIN # 9x-xxxxxxx					
12						
13	Let this document stand as truth before the Almighty Supreme Creator and let it be established before men					
14 15	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.					
16	By Special Limited Appearance,					
17	All rights reserved without prejudice or recourse, U.C.C §1-308, 3-402.					
18	By: Donnabelle Escarcez Mortel, sui juris, private bank(er) ID # 9x-xxxxx6					
19	Attorney In Fact, national, Authorized Representative, Executor, Secured Party. (WITNESS)					
20	By Special Limited Appearance, All rights reserved without prejudice or recourse, U.C.C §1-308, 3-402.					
21	Pour D. M. 41h					
22	By: Used Walker, sui juris, private bank(cr) 1D # 9x-xxxxx7					
23	national, Authorized Representative, Executor, Secured Party. (WITNESS)					
24						
25						
26	NOTICE:					
27	Using a notary on this document does <i>not</i> constitute any adhesion, <i>nor does it alter my status in any manner</i> . The purpose for notary is verification and identification only and not for entrance into any foreign jurisdiction.					
28						
	-Page 3 of 4- TRUTH AFFIDAVIT: POWER OF ATTORNEY IN FACT					



Case 5:25-cv-00646-WLH-MAA



REGISTERED MAIL# RF 661 448 567 US

acument.

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

- 1. On this <u>12th</u> day of <u>February</u>, 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, <u>and</u> 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, tosses, depositions, summons[s], lawsuits, costs, fines, liens, levies, penaities, 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. <u>Appellation</u>: "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. <u>Bailee</u>: 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. <u>Bailment</u>: "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: KUW



REGISTERED MAIL# RF 661 448 567 US

bailment. See Black's Law Dictionary, 14 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. <u>Conduit</u>: "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. <u>Creditor</u>: "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. <u>Debtor</u>: 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 (1) (d). See also Black's Law Dictionary, 3rd ed.

9. <u>Derivative</u>: "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. <u>Ens legis</u>: "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. <u>Living breathing flesh and blood man</u>: "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: KCW

Initials: Port

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 118 of 326 Page ID #:118

REGISTERED MAIL# RF 661 448 567 US

14. <u>Non obstanate</u>: "Notwithstanding words anciently used in public and private instruments with intent of precluding in advance 'any interpretation' other then certain declared objects, purposes." See also Black's Law Dictionary, 3rd ed

15. <u>Sentient living being</u>: "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. <u>Transmitting Utility</u>: "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. KLW0001HHIA is dated: the <u>12th</u> day of <u>February</u> in the year of A.D. 2024.

Bailor: KEVIN LEWIS WALKER

/s/KEVIN LEWIS WALKER				
Bailor's Signature				
Enuitement 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 Bailror's Collateral described herein and on Attachment 'A'.				

State of California.)) County of Riverside.)

On this <u>12TH</u> day of <u>FEBRUARY</u>, 2024, before me, <u>Shubhang</u> <u>A 2umale</u> a Notary Public, personally appeared <u>KEVIN LEWIS WALKER</u>, 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 tha <u>he/she/they</u> executed the same in <u>his/her/their</u> authorized capacity(ies), and that by <u>his/her/their</u> signature(s) on the instrument the person(s), or the entity upon behalt of which the person(s) acted, executed the instrument.

SS.

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.

- Itemis

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.



(Seal):

Bailee: Kevin Lewis Walker

Raife s Signature

Autograph Common Law Trade-name 2024 by Kevin Lewis Walker. All Rights Reserved.

State of California.)
) ss.
County of Riverside.)

On this 12th day of February, 2024, before me, Shubhang R-Zumado, 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 (e) she/they executed the same in (his) her/their authorized capacity (jes), and that by (his)/her/their signature (s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

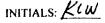
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(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.





-Exhibit C -

Document 1 Filed 03/11/25 Page 119 of 326 Page

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)
kevinlwalker@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	Initial Filing Number
	TIN P.	2024385925-4
	+ VITquiton	Filed On
		February 13, 2024 10:31 AM
		Number of Pages
į	Secretary of State	1
	State Of Nevada	

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	۱ <u>. </u>					
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITION	IAL NAME(S)/INITIAL(S)	SUFFIX	
	WALKER	KEVIN	LEWIS			
1c.	MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
11	1400 W OLYMPIC BLVD SUITE 200	LOS ANGELES	CA	90064	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

Q, I		FIRST PERSONAL NAME	ADDITION	AL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		СІТҮ	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	35. INDIVIDUAL'S SURNAME WALKER	FIRST PERSONAL NAME KEVIN LEWIS	ADDITION	AL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
41	593 WINCHESTER ROAD SUITE 200	TEMECULA	CA	92590	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 ACOUIRED 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 M held in a Trust (see UCC1Ad, item 17 and Instructions)	being administered by a Decedent's Personal Representative
68. Check <u>only</u> if applicable and check <u>only</u> one box:	6b. Check only if applicable and check only one box:
Public-Finance Transaction D Manufactured-Home Transaction D A Debtor is a Transmitting Utility	Agricultural Lien Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buy	rer 🗹 Bailee/Bailor 🔲 Licensee/Licensor
8 OPTIONAL EILER REFERENCE DATA	

A. NAME & PHONE OF CONTACT AT FILER (optional) Kevin Lewis Walker 310-923-8521 B. E-MAIL CONTACT AT FILER (optional) kevinlwalker@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 FUAquelo Secretary of State State Of Nevada	of Filing Number 2024402990-2 Initial Filing Number 2024385925-4 Filed On May 3, 2024 06:19 AM Number of Pages 2	
a. INITIAL FINANCING STATEMENT FILE NUMBER		his FINANCING STATEMENT	AMENDMENT is to be filed [for reco	rd]
U TERMINATION: Effectiveness of the Financing Statement identifie	F	iler: attach Amendment Adden	dum(Form UCC3Ad) and provide Deb	
Statement Statement Statement Statement Statement				
For partial assignment, complete items 7 and 9 and also indicate afference.		ignee in item /c and hame of	Assignor in item 9	
CONTINUATION: Effectiveness of the Financing Statement identi continued for the additional period provided by applicable law	fied above with respect to t	he security interest(s) of Secu	ured Party authorizing this Continuat	ion Statement i
	cone of these three boxes t			
	HANGE name and/or addres em 6a or 6b; <u>and</u> item 7a or 7		Complete item DELETE name nd item 7c DELETE name to be deleted in	e: Give record r n item 6a or 6b
CURRENT RECORD INFORMATION: Complete for Party Informatio 6a. ORGANIZATION'S NAME	n Change - provide only <u>or</u>	e name (6a or 6b)	• • • • • • • • • • • • •	
6. INDIVIDUAL'S SURNAME	FIRST PERSONA	AL NAME A	DDITIONAL NAME(S)/INITIAL(S)	SUFFIX
L CHANGED OR ADDED INFORMATION: Complete for Assignment or Party In	formation Change - provide only or	<u>le name (7a cr7b) (USE exact, full na</u>	me; do not omit, modify, or abbreviate any part	of the Debtor's nan
7a. ORGANIZATION'S NAME				
INDIVIDUAL'S FIRST PERSONAL NAME	· · · · · · · · · · · · · · · · · · ·			
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)		<u></u>		SUFFIX
				30111
MAILING ADDRESS	CITY		STATE POSTAL CODE	COUNTR
			ESTATE covered collateral	ASSIGN collate
COLLATERAL CHANGE: <u>Also</u> check <u>one</u> of these four boxes:	ADD collateral	DELETE collateral 🔲 RI		
Indicate collateral:				
Indicate collateral: FHIS IS AN AMENDMENT TO THE ORIGINAL	. ENTRY TO THE	SECURED PART		
Indicate collateral: THIS IS AN AMENDMENT TO THE ORIGINAL JCC- 1 FILE NO. 2024385925-4 AND BIRTH C	ENTRY TO THE	SECURED PART	R 104-87-279345 AND	THROUG
Indicate collateral: THIS IS AN AMENDMENT TO THE ORIGINAL JCC- 1 FILE NO. 2024385925-4 AND BIRTH C PRIVATE OFFSET ACCOUNT NUMBER F062	ENTRY TO THE ERTIFICATE ST 71216 AS HERE	SECURED PART ATE FILE NUMBEI IN REGISTERED 1	R 104-87-279345 AND O CORRECT THE FIL	THROUG
Indicate collateral: THIS IS AN AMENDMENT TO THE ORIGINAL JCC- 1 FILE NO. 2024385925-4 AND BIRTH C PRIVATE OFFSET ACCOUNT NUMBER F062 ACCEPTANCE FOR VALUE/LIEN ON THE CO	ENTRY TO THE ERTIFICATE ST 71216 AS HERE LLATERAL AT \$	E SECURED PART ATE FILE NUMBE IN REGISTERED 1 250,000.00 USD, 2	R 104-87-279345 AND O CORRECT THE FIL 019 LAMBORGHINI UF	THROUG
Indicate collateral: THIS IS AN AMENDMENT TO THE ORIGINAL JCC- 1 FILE NO. 2024385925-4 AND BIRTH C PRIVATE OFFSET ACCOUNT NUMBER F062 ACCEPTANCE FOR VALUE/LIEN ON THE CO ZPBUA1ZL9KLA02762 AND THE RESPECTIV	ENTRY TO THE ERTIFICATE ST 71216 AS HERE LLATERAL AT \$ E NOTE/SECURI	E SECURED PART ATE FILE NUMBE IN REGISTERED 1 250,000.00 USD, 2 TY/ASSET ASSOC	R 104-87-279345 AND TO CORRECT THE FIL 019 LAMBORGHINI UF HATED WITH VIN #	THROUG
Indicate collateral: THIS IS AN AMENDMENT TO THE ORIGINAL JCC- 1 FILE NO. 2024385925-4 AND BIRTH C PRIVATE OFFSET ACCOUNT NUMBER F062 ACCEPTANCE FOR VALUE/LIEN ON THE CO ZPBUA1ZL9KLA02762 AND THE RESPECTIVE ZPBUA1ZL9KLA02762 AND ANY OTHER ASS	ENTRY TO THE ERTIFICATE ST 71216 AS HERE LLATERAL AT \$ E NOTE/SECURI ETS OR TITLES	E SECURED PART ATE FILE NUMBE IN REGISTERED 1 250,000.00 USD, 2 TY/ASSET ASSOC TO VIN # ZPBUA12	R 104-87-279345 AND TO CORRECT THE FIL 019 LAMBORGHINI UF CIATED WITH VIN # 2L9KLA02762. SAID	THROUG
Indicate collateral: THIS IS AN AMENDMENT TO THE ORIGINAL JCC- 1 FILE NO. 2024385925-4 AND BIRTH C PRIVATE OFFSET ACCOUNT NUMBER F062 ACCEPTANCE FOR VALUE/LIEN ON THE CO ZPBUA1ZL9KLA02762 AND THE RESPECTIV ZPBUA1ZL9KLA02762 AND ANY OTHER ASS REGISTRATION IS TO SECURE THE RIGHTS ADJUSTMENT IS PURVIEW OF PUBLIC	ENTRY TO THE ERTIFICATE ST 71216 AS HERE LLATERAL AT \$ E NOTE/SECURI ETS OR TITLES S TO TITLE(S) A	E SECURED PART ATE FILE NUMBE IN REGISTERED 1 250,000.00 USD, 2 TY/ASSET ASSOC TO VIN # ZPBUA12 ND INTEREST IN	R 104-87-279345 AND TO CORRECT THE FIL 019 LAMBORGHINI UF CIATED WITH VIN # ZL9KLA02762. SAID THE COLLATERAL.	THROUG ING AS 1 RUS VIN (
Indicate collateral: THIS IS AN AMENDMENT TO THE ORIGINAL UCC- 1 FILE NO. 2024385925-4 AND BIRTH C PRIVATE OFFSET ACCOUNT NUMBER F062 ACCEPTANCE FOR VALUE/LIEN ON THE CO ZPBUA1ZL9KLA02762 AND THE RESPECTIV ZPBUA1ZL9KLA02762 AND ANY OTHER ASS REGISTRATION IS TO SECURE THE RIGHTS ADJUSTMENT IS PURVIEW OF PUBLIC	ENTRY TO THE ERTIFICATE STA 71216 AS HERE ELLATERAL AT \$ E NOTE/SECURI ETS OR TITLES S TO TITLE(S) A MENDMENT. Provide only	SECURED PART ATE FILE NUMBE IN REGISTERED 1 250,000.00 USD, 2 TY/ASSET ASSOC TO VIN # ZPBUA12 ND INTEREST IN	R 104-87-279345 AND TO CORRECT THE FIL 019 LAMBORGHINI UF CIATED WITH VIN # ZL9KLA02762. SAID THE COLLATERAL.	THROUG ING AS 1 RUS VIN #
Indicate collateral: THIS IS AN AMENDMENT TO THE ORIGINAL UCC- 1 FILE NO. 2024385925-4 AND BIRTH C PRIVATE OFFSET ACCOUNT NUMBER F062 ACCEPTANCE FOR VALUE/LIEN ON THE CO ZPBUA1ZL9KLA02762 AND THE RESPECTIV ZPBUA1ZL9KLA02762 AND ANY OTHER ASS REGISTRATION IS TO SECURE THE RIGHTS ADJUSTMENT IS PURVIEW OF PUBLIC NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AN If this is an Amendment authorized by a DEBTOR, check here and pu	ENTRY TO THE ERTIFICATE STA 71216 AS HERE ELLATERAL AT \$ E NOTE/SECURI ETS OR TITLES S TO TITLE(S) A MENDMENT. Provide only	SECURED PART ATE FILE NUMBE IN REGISTERED 1 250,000.00 USD, 2 TY/ASSET ASSOC TO VIN # ZPBUA12 ND INTEREST IN	R 104-87-279345 AND TO CORRECT THE FIL 019 LAMBORGHINI UF CIATED WITH VIN # ZL9KLA02762. SAID THE COLLATERAL.	THROUG ING AS 1 RUS VIN #
THIS IS AN AMENDMENT TO THE ORIGINAL UCC- 1 FILE NO. 2024385925-4 AND BIRTH C PRIVATE OFFSET ACCOUNT NUMBER F062 ACCEPTANCE FOR VALUE/LIEN ON THE CO ZPBUA1ZL9KLA02762 AND THE RESPECTIV ZPBUA1ZL9KLA02762 AND ANY OTHER ASS REGISTRATION IS TO SECURE THE RIGHTS ADJUSTMENT IS PURVIEW OF PUBLIC	ENTRY TO THE ERTIFICATE STA 71216 AS HERE ELLATERAL AT \$ E NOTE/SECURI ETS OR TITLES S TO TITLE(S) A MENDMENT. Provide only	SECURED PART ATE FILE NUMBE IN REGISTERED 1 250,000.00 USD, 2 TY/ASSET ASSOC TO VIN # ZPBUA12 ND INTEREST IN	R 104-87-279345 AND TO CORRECT THE FIL 019 LAMBORGHINI UF CIATED WITH VIN # ZL9KLA02762. SAID THE COLLATERAL.	THROUG ING AS T RUS VIN #

-

_

Case 5:25-cv-00646-WLH-MAA	Document 1	Filed 03/11/25	Page 121 of 326	Page
	ID #:12	1	-	-

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

	NITIAL FINANCING STATEMENT FILE NUMBER: Sam 4385925-4	e as item 1a on Amendment form
12. N	NAME OF PARTY AUTHORIZING THIS AMENDMENT	Same as item 9 on Amendment form
	12a. ORGANIZATION'S NAME	
	KEVIN LEWIS WALKER ESTATE	
OR	12b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit 13a. ORGANIZATION NAME

OB	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
0			()	
				1

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

HJR-192, PUBLIC POLICY 73-10, 31 USC 3123, UCC 3-311,3-419, 3-104, 3-603, 1-104. ISSUED WITH OID.

15. This FINANCING STATEMENT AMENDMENT.	17. Description of real estate:
16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):	

18. MISCELLANEOUS:

Case	5:25-cv-00646-WLH-MAA Document 1 F EXMB	iled 03/11/25 Page 122 of 326 Page
	Self-Executing Contract and Security Agreement- Registered Mail #RF7758	20621US/ Express Mail #ER126149735US — DATED: January 1, 2025
1 2 3 4	From/Plaintiff: Kevin: Walker, sui juris, In Propria Pe Executor, Authorized Representative, Secured Party. ™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALK c/o 30650 Rancho California Road Suite #406-251 Temecula, California [92591] non-domestic without the <u>U</u> nited <u>States</u> Email: <u>team@walkernovagroup.com</u>	ERC *** NOTICE TO AGENT IS NOTICE TO PRINCIPAL *** *** NOTICE TO PRINCIPAL IS NOTICE TO AGENT *** *** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT ***
5 6 7 8	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: <u>info@riversidesheriff.org</u> / <u>ssherman@law4cops.com</u>	To/Defendant(s)/Respondent(s): Chad Bianco. C/o RIVERSIDE COUNTY SHERIFF 4095 Lemon Street, 2nd floor Riverside, California [92501] Registered Mail # RF775821613US Email: <u>info@riversidesheriff.org</u> / <u>ssherman@law4cops.com</u>
9	AFFIDAVIT and Plai	n Statement of Facts
10	NOTICE OF CONDITIONAL	
11	RACKETEERING, CONSPIRACY, DEP COLOR OF LAW, IDENTITY THEFT, E	
12 13	Kevin: Walker, ™KEVIN WALKER© ESTATE, ™KEVIN LEWIS	CITATION/BOND NO.: TE464702
14	WALKER©, ™KEVIN WALKER© IRR TRUST,	 FRAUD RACKETEERING EMBEZZLEMENT
15	Claimant(s) <i>Plaintiff(s)</i> ,	4. IDENTITY THEFT 5. CONPSIRACY
16	US.	6. DEPRIVATION OF RIGHTS UNDER COLOR OF LAW
17	Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt,	 RECEIVING EXTORTION PROCEEDS FALSE PRETENSES
18	Robert Gell, GREGORY D EASTWOOD, ROBERT C V	9. EXTORTION 10. UNLAWFUL IMPRISONMENT
19	BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT GELL,	11. TORTURE 12. FORCED PEONAGE 13. MONOPOLIZATION OF TRADE AND
20	RIVERSIDE COUNTY SHERIFFS	13. MONOPOLIZATION OF TRADE AND COMMERCE 14. BANK FRAUD
21	DEPARTMENT , Does 1-100 Inclusive, Defendant(s)/Respondent(s).	14. BANK FRAUD 15. TRANSPORTATION OF STOLEN PROPERTY, MONEY, & SECURITIES
22 23		16. CONSIDERED AND STIPULATED ONE TRILLION DOLLAR
23 24		(\$1,000,000,000,000.00) JUDGEMENT AND LIEN.
24		
26	COMES NOW ™KEVIN WALKER© ES'	TATE, ™KEVIN LEWIS WALKER©.
27	™KEVIN WALKER© IRR TRUST, by	
28	Kevin: Walker, who is proceeding sui j	
	-1 of	

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

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US - DATED: January 1, 2025

Special Limited Appearance, hereby acknowledges receipt of your OFFER/ 1 BOND/CITATION #TE464702, dated December 31, 2024, at 9:32 a.m. 2 (attached hereto as Exhibit F). Kevin is a living man, a natural freeborn 3 Sovereign, state Citizen: Californian, and national, invoking His inherent 4 constitutionally secured and protected rights and exercising the authority 5 granted by the executed 'Affidavit: Power of Attorney In Fact', attached 6 hereto as **Exhibit** A and incorporated herein by reference. 7 The Plaintiffs, acting through their Attorney-in-Fact, proceed in accordance 8 with their unalienable right to contract, as secured and protected by the 9 Constitution of the United States of America, and in particular Article I, 10 Section 10, which states: "No State shall... pass any Law impairing the 11

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

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

-2 of 37-

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US - DATED: January 1, 2025

1 2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

**** Notice of Administrative Process **** This <u>VERIFIED</u> 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 ™KEVIN LEWIS WALKER© 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 Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, 19 GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS 20 DEPARTMENT, Does 1-100 Inclusive may controvert the statements and/or claims 21 made by Affiants by executing and delivering a verified response point by point, in 22 affidavit form, sworn and attested to under penalty of perjury, signed by Gregory 23 24 D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE 25 REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, Does 26 1-100 or other designated officer of the corporation with evidence in support by 27 Certified, Express, or Registered Mail. Answers by any other means are considered 28 -3 of 37-

NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETFERING, CONSPIRACY, DEFRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 125 of 326 Page ID #:125

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US ---- DATED: January 1, 2025

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

2

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

Again for the record, this contract, received and accepted per the mailbox 3 rule, is self-executing and serves as a SECURITY AGREEMENT, and establishes 4 a lien, Authorized by You/They/the DEBTOR(S). <u>Acceptance</u> of this <u>contract</u> is 5 deemed to occur at the moment it is dispatched via mail, in accordance with the 6 7 mailbox rule established in common law. Under this rule, an acceptance becomes effective and binding once it is properly addressed, stamped, and placed in the 8 control of the postal service, as supported by Adams v. Lindsell (1818) 106 ER 250. 9 Furthermore, as a self-executing agreement, this contract creates immediate and 10 enforceable obligations without the need for further action, functioning also as a 11 12 SECURITY AGREEMENT under Article 9 of the Uniform Commercial Code (UCC). *** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT***: 13 **Contract Agreement Terms of Conditional Acceptance:** 14 **Plain Statement of Facts** 15

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

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

-4 of 37-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 126 of 326 Page ID #:126

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US - DATED: January 1, 2025

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

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

IV. I, Kevin: Walker, proceeding sui juris, In Propria Persona, by Special
 Limited Appearance, herby declare, state, verify, and affirm for the record
 that the 'commercial' and 'for hire' Driver's License/Contract/Bond #
 B6735991 has been canceled, revoked, terminated, and liquidated, as
 evidenced by instructions and notice accepted by Steven Gordon, with the
 California Department of Motor Vehicles," as <u>evidenced</u> by Affidavit of
 TruthRegistered Mail #RF661447751US.

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

1

2

3

4

28

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US — DATED: January 1, 2025

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

VI. I reserve my natural common law right not to be compelled to perform under 5 6 any contract that I did not enter into knowingly, voluntarily, and intentionally. And furthermore, I do not accept the liability associated with the 7 8 compelled and pretended "benefit" of any hidden or unrevealed contract or commercial agreement. As such, the hidden or unrevealed contracts that 9 10 supposedly create obligations to perform, for persons of subject status, are inapplicable to me, and are null and void. If I have participated in any of the 11 12 supposed "benefits" associated with these hidden contracts, I have done so under duress, for lack of any other practical alternative. I may have received such 13 "benefits" but I have not accepted them in a manner that binds me to anything. 14 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, extortion, coercion, deprivation of rights under the color of law, conspiracy to 18 19 deprive of rights under the color of law, monopolization of trade and commerce, forced peonage, obstruction of enforcement, extortion of a national/ 20 internationally protected person, false imprisonment, torture, creating trusts in 21 restraint of trade dereliction of fiduciary duties, bank fraud, breach of trust, 22 treason, tax evasion, bad faith actions, dishonor, injury and damage to Affiant 23 and proof of claim. See United States v. Kis, 658 F.2d, 526 (7th Cir. 1981)., 24 "Appellee had the burden of first proving its prima facie case and could do so 25 by affidavit or other evidence." 26 27

UNLAWFUL DETAINMENT AND ARREST while Traveling in *Private* Automobile

-6 of 37-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 128 of 326 Page ID #:128

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US - DATED: January 1, 2025

1	VIII. On December 31, 2024 , at approximately 9:32am I, Kevin: Walker, sui
2	<i>juris,</i> was traveling <u>privately</u> in my <u>private</u> 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 natinoal/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.
15 16	and George Reyes. X. The <u>private</u> automobile and <u>trust property</u> was not in <i>any</i> way displaying
16	X. The private automobile and <i>trust property</i> was not in <i>any</i> way displaying
16 17	X. The <u>private</u> automobile and <u>trust property</u> was not in <i>any</i> way displaying STATE or government registration or stickers, and was displaying a
16 17 18	X. The private automobile and <i>trust property</i> was not in <i>any</i> way displaying STATE or government registration or stickers, and was displaying a PRIVATE plate, removing the automobile from the Defendant's
16 17 18 19	X. The private automobile and <i>trust property</i> was not in <i>any</i> way displaying STATE or government registration or stickers, and was displaying a PRIVATE plate, removing the automobile from the Defendant's jurisdiction. See Exhibit G.
16 17 18 19 20	 X. The <u>private</u> automobile and <u>trust property</u> was not in <i>any</i> way displaying STATE or government registration or stickers, and was displaying a PRIVATE plate, removing the automobile from the Defendant's jurisdiction. See Exhibit G. XI. The <u>private</u> automobile is duly reflected on Private UCC Contract Trust/
16 17 18 19 20 21	 X. The <u>private</u> automobile and <u>trust property</u> was not in <i>any</i> way displaying STATE or government registration or stickers, and was displaying a PRIVATE plate, removing the automobile from the Defendant's jurisdiction. See Exhibit G. XI. The <u>private</u> automobile is duly reflected on Private UCC Contract Trust/UCC1 filing #2024385925-4, and UCC3 filing #2024402990-2, both filings
 16 17 18 19 20 21 22 	 X. The private automobile and trust property was not in any way displaying STATE or government registration or stickers, and was displaying a PRIVATE plate, removing the automobile from the Defendant's jurisdiction. See Exhibit G. XI. The private automobile is duly reflected on Private UCC Contract Trust/UCC1 filing #2024385925-4, and UCC3 filing #2024402990-2, both filings attached hereto as Exhibits B and C respectively, and incorporated herein
 16 17 18 19 20 21 22 23 	 X. The private automobile and trust property was not in any way displaying STATE or government registration or stickers, and was displaying a PRIVATE plate, removing the automobile from the Defendant's jurisdiction. See Exhibit G. XI. The private automobile is duly reflected on Private UCC Contract Trust/UCC1 filing #2024385925-4, and UCC3 filing #2024402990-2, both filings attached hereto as Exhibits B and C respectively, and incorporated herein by reference
 16 17 18 19 20 21 22 23 24 	 X. The private automobile and trust property was not in any way displaying STATE or government registration or stickers, and was displaying a PRIVATE plate, removing the automobile from the Defendant's jurisdiction. See Exhibit G. XI. The private automobile is duly reflected on Private UCC Contract Trust/UCC1 filing #2024385925-4, and UCC3 filing #2024402990-2, both filings attached hereto as Exhibits B and C respectively, and incorporated herein by reference XII. Under threat, duress, and coercion, and at gunpoint, Gregory D
 16 17 18 19 20 21 22 23 24 25 	 X. The private automobile and trust property was not in any way displaying STATE or government registration or stickers, and was displaying a PRIVATE plate, removing the automobile from the Defendant's jurisdiction. See Exhibit G. XI. The private automobile is duly reflected on Private UCC Contract Trust/UCC1 filing #2024385925-4, and UCC3 filing #2024402990-2, both filings attached hereto as Exhibits B and C respectively, and incorporated herein by reference XII. Under threat, duress, and coercion, and at gunpoint, Gregory D Eastwood and Robert C V Bowman were presented with a national/non-
 16 17 18 19 20 21 22 23 24 25 26 	 X. The private automobile and trust property was not in any way displaying STATE or government registration or stickers, and was displaying a PRIVATE plate, removing the automobile from the Defendant's jurisdiction. See Exhibit G. XI. The private automobile is duly reflected on Private UCC Contract Trust/UCC1 filing #2024385925-4, and UCC3 filing #2024402990-2, both filings attached hereto as Exhibits B and C respectively, and incorporated herein by reference XII. Under threat, duress, and coercion, and at gunpoint, Gregory D Eastwood and Robert C V Bowman were presented with a national/non-citizen national, #C35510079 and passport book #A39235161. Copy

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 129 of 326 Page ID #:129

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US — DATED: January 1, 2025 XIII. Defendant/Respondents, acted against the Constitution, even when 1 reminded of their duties to support and uphold the Constitution. 2 XIV. At no point in time were Defendants/Respondents presented with a 3 CALIFORNIA DRIVER'S LICENSE (COMMERCIAL CONTRACT), and any 4 information added to the CITATION/CONTRACT was done so in fraud, 5 without consent, full disclosure, and thus is void ab initio. 6 XV. I, Kevin: Walker, *sui juris*, should never have been stopped exercising my 7 right to travel, in a private automobile that was clearly marked "PRIVATE" 8 and "not for hire" and "not for commercial use." 9 FRAUDULENT ALTERATION OF SIGNATURE, 10 COERCION, ASSAULT, DISPARAGEMENT, 11 XVI. During release procedures, Defendant Robert Gell threatened to "house" Kevin: 12 Walker if Kevin did not sign every document presented, exactly as he (Robert 13 Gell) waned Kevin to. Camera records will evidence Robert telling to return to the 14 release tank for no apparent reason, and then assaulting, shoving, and pushing 15 Kevin into the tank at the end of the walk. 16 XVII. Defendant Robert Gell went as far as aggressively rushing around a desk and 17 assaulting Kevin, and snatching a pen from Kevin's hand, because Kevin 18 attempted to write 'under duress' by his signature. 19 XVIII. Defendant Robert Gell willfully and intentionally altered Affiant's signature 20 on one document and crossed out 'UCC 1-308,' immediately after Affiant hand 21 wrote it on the document. 22 XIX. Robert Gell stated he had no idea what an attorney-in-fact is and that Kevin: 23 Walker was a, ["]jackass["]. 24 FRUIT OF THE POISONOUS TREE DOCTRINE 25 XX. Affiant further asserts and establishes <u>on the record</u> that the undisputedly 26 unlawful and unconstitutional stop, arrest, and subsequent actions of the 27 Defendants/Respondents are in violation of the Fourth Amendment to the 28 -8 of 37-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 130 of 326 Page ID #:130

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US — DATED: January 1, 2025

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>U.S. Supreme Court</u> , establishes that <u>any</u> evidence obtained as a
4	result of an unlawful stop or detainment is tainted and inadmissible in <u>any</u>
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 <i>void ab initio</i> . 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	<u>CONDITIONALLY ACCEPTED</u> upon proof
14	XXII. All statements, claims, offer, terms presented in your coerced and extorted
15	OFFER (#TE464702) are <u>CONDITIONALLY ACCEPTED</u> 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 <u>private</u> "automobiles" and explicitly <u>requires</u> 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	<u>commercial</u> purposes.
	-9 of 37-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 131 of 326 Page ID #:131

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US — DATED: January 1, 2025

4. Upon Proof from You/Defendant(s)/Respondent(s) that the cited 1 private "automobiles" ("Private Property") was required to be 2 registered despite displaying a private plate identifying it as a private 3 transport and not for commercial use, as evidenced by the photograph 4 of the private decal and PLATE displayed on the private "automobile." 5 A picture of the private PLATE attached hereto as **Exhibit G** and 6 7 incorporated herein by reference. 5. Upon Proof from You/Defendant(s)/Respondent(s) that it is NOT a 8 fundamental Right to travel, and it is factually and actually a privilege, and 9 NOT a gift granted by the Supreme Creator and restated by our founding 10 fathers as **Unalienable** and cannot be taken by any Man / Government made 11 Law or color of law known as a private "Code" (secret) or a "Statute." 12 6. Upon Proof from You/Defendant(s)/Respondent(s) of Jurisdiction and 13 14 Authority: 15 • Provide evidence demonstrating the issuing authority's jurisdiction to impose statutory obligations upon private individuals utilizing private 16 automobiles for personal purposes. 17 7. Upon Proof from You/Defendant(s)/Respondent(s) of Lawful 18 **Consideration:** 19 Provide evidence that the coerced and extorted CITATION constitutes 20 a *valid* contract supported by *lawful consideration*, which was 21 entered into knowingly, willfully, free of coercion, threat, 22 23 intimidation, or other felonious and bad faith actions, with full and complete disclosure. Without mutual consent and valuable 24 consideration, no valid contract can exist under common law or UCC 25 26 principles. 8. Upon Proof from You/Defendant(s)/Respondent(s) that the living 27 man, natural born Sovereign, state Citizen: Californian, national/non-28 -10 of 37-NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASO

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 132 of 326 Page ID #:132

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US — DATED: January 1, 2025

citizen national, Kevin: Walker, sui juris, In Propria Persona, does 1 2 **<u>NOT</u>** possess the *unalienable* inherent, unalienable **right** to travel in His private automobile/private transport, free of harassment, tresspass, 3 restrictions, and/or encumbrances. 4 9. Upon Proof from You/Defendant(s)/Respondent(s) that it is NOT 5 well established law that the highways of the State are public 6 property, and their primary and preferred use is for private purposes, 7 and that their use for purposes of gain is special and extraordinary 8 which, generally at least, the legislature may prohibit or condition as it 9 sees fit." See, Stephenson vs. Rinford, 287 US 251; Pachard vs Banton, 10 264 US 140, and cases cited; Frost and F. Trucking Co. vs. Railroad 11 Commission, 271 US 592; Railroad commission vs. Inter-City 12 Forwarding Co., 57 SW.2d 290; Parlett Cooperative vs. Tidewater Lines, 13 <u>164 A. 313</u>. 14 10.Upon Proof from You/Defendant(s)/Respondent(s) that a vehicle 15 NOT used for commercial activity is NOT a "consumer good, and ...it 16 IS a type of vehicle **required** to be registered and "use tax" paid of 17 which the tab is evidence of receipt of the tax. See, Bank of Boston vs 18 Jones, 4 UCC Rep. Serv. 1021, 236 A2d 484, UCC PP 9-109.14. 19 11. Upon Proof from You/Defendant(s)/Respondent(s) that the entirety 20 of this transaction does not constitute a "<u>commercial</u>" matter under 21 applicable law. 22 12. Upon Proof from You/Defendant(s)/Respondent(s) that, 'the claim 23 and exercise of a constitutional right CAN be converted into a crime.' 24 See, Miller v. U.S., 230 F 2d 486, 489. 25 13. Upon Proof from You/Defendant(s)/Respondent(s) that, the owner DOES 26 NOT have constitutional right to use and enjoyment of his property." See, 27 Simpson v. Los Angeles (1935), 4 C.2d 60, 47 P.2d 474. 28 -11 of 37-NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 133 of 326 Page ID #:133

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US ---- DATED: January 1, 2025

14. Upon Proof from You/Defendant(s)/Respondent(s) that private men and 1 women are required to give up their right to "travel," for the purported 2 "benefit" and privilege of "driving" a "motor vehicle." 3 15. Upon Proof from You/Defendant(s)/Respondent(s) that <u>28 U.S. Code §</u> 4 <u>3002(15) - Definitions</u> does <u>NOT</u> stipulate, "<u>U</u>nited <u>States</u>" means – (A) a 5 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. 16. Upon Proof from You/Defendant(s)/Respondent(s) that Title 8 U.S. Code 8 9 <u>1101(a)(22) - Definition</u>, does NOT expressly stipulates, " (22) The term "national of the United States" means (A) a citizen of the United States, or 10 (B) a person who, though not a citizen of the United States, owes permanent 11 allegiance to the United States. 12 17. Upon Proof from You/Defendant(s)/Respondent(s) that, the 13 individual may **NOT** stand upon his **constitutional rights** as a <u>citizen</u>. 14 15 He is NOT entitled to carry on his **private** business in his own way. His power to contract is NOT <u>unlimited</u>. He owes such duty [to submit his 16 books and papers for an examination] to the State, and upon proof that 17 his rights are NOT such as existed by the law of the land [Common 18 Law] long antecedent to the organization of the State, and CAN be 19 taken from him without due process of law, or in accordance with the 20 Constitution. NOT among his **rights** are a **refusal to incriminate** 21 himself, and the immunity of himself and his property from arrest or 22 seizure except under a warrant of the law, and upon proof that he 23 owes the public even though does not trespass upon their rights. See, 24 Hale v. Henkel, 201 U.S. 43 at 47 (1905). 25 18. Upon Proof from You/Defendant(s)/Respondent(s) that All laws which are 26 repugnant to the Constitution are NOT null and void. See, Chief Justice 27 28 Marshall, Marbury vs Madison, 5, U.S. (Cranch) 137, 174, 176 (1803). -12 of 37-NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 134 of 326 Page ID #:134

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US — DATED: January 1, 2025

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
	-13 of 37-
	TOTAL OF COMPACT AND

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 135 of 326 Page ID #:135

1

2

3

4

5

6

7

8

9

10

11

14

15

16

17

18

19

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US — DATED: January 1, 2025
the following established legal standards, legal maxims, precedent, and principles: **Use defines classification:**1. It is well established law that the highways of the state are public property, and their primary and preferred use is for private purposes, and that their use for purposes of gain is special and extraordinary which, generally at least, the legislature may prohibit or condition as it sees fit." Stephenson vs. Rinford, 287 US 251; Pachard vs Banton, 264 US 140, and 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

The California Motor Vehicle Code, section 260: Private cars/vans etc. not
 in commerce / for profit, are immune to registration fees:

Cooperative vs. Tidewater Lines, 164 A. 313

- (a) A "commercial vehicle" is a vehicle of a type <u>REQUIRED</u> to be REGISTERED under this code".
- 2. (b) "Passenger vehicles which are not used for the transportation of persons for hire, compensation or profit, and housecars, are not commercial vehicles".
 - 3. (c) "a vanpool vehicle is not a **commercial** vehicle."

3. <u>18 U.S. Code § 31 - Definition</u>, expressly stipulates, "The term "motor
vehicle" means every description of carriage or other contrivance propelled
or drawn by mechanical power <u>and</u> 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.

-14 of 37-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 136 of 326 Page ID #:136

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US — DATED: January 1, 2025

5. "The 'privilege' of using the streets and highways by the 1 operation thereon of motor carriers for hire can be acquired only 2 by permission or license from the state or its political subdivision. 3 "-Black's Law Dictionary, 5th ed, page 830. 4 6. "It is held that a tax upon common carriers by motor vehicles is 5 based upon a reasonable classification, and does not involve any 6 unconstitutional discrimination, although it does not apply to 7 private vehicles, or those used by the owner in his own business, 8 and not for hire." Desser v. Wichita, (1915) 96 Kan. 820; Iowa 9 Motor Vehicle Asso. v. Railroad Comrs., 75 A.L.R. 22. 10 7. "Thus self-driven vehicles are classified according to the use to 11 which they are put rather than according to the means by which 12 they are propelled." Ex Parte Hoffert, 148 NW 20. 13 8. In view of this rule a statutory provision that the supervising 14 officials "may" exempt such persons when the transportation is 15 not on a commercial basis means that they "must" exempt them." 16 State v. Johnson, 243 P. 1073; 60 C.J.S. section 94 page 581. 17 9. "The use to which an item is put, rather than its physical 18 characteristics, determine whether it should be classified as 19 ``consumer goods" under UCC 9- 109(1) or ``equipment" under 20 UCC 9-109(2)." Grimes v Massey Ferguson, Inc., 23 UCC Rep Serv 21 655; 355 So.2d 338 (Ala., 1978). 22 10. "Under UCC 9-109 there is a real distinction between goods 23 purchased for personal use and those purchased for business use. 24 The two are mutually exclusive and the principal use to which the 25 property is put should be considered as determinative." James 26 Talcott, Inc. v Gee, 5 UCC Rep Serv 1028; 266 Cal.App.2d 384, 72 27 Cal.Rptr. 168 (1968). 28 -15 of 37-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 137 of 326 Page ID #:137

1

2

3

4

5

6

7

8

9

10

22

23

24

25

26

27

28

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US -- DATED: January 1, 2025
11. "The classification of goods in UCC 9-109 are mutually exclusive." McFadden v Mercantile-Safe Deposit & Trust Co., 8 UCC Rep Serv 766; 260 Md 601, 273 A.2d 198 (1971).
12. "The classification of ``goods" under [UCC] 9-109 is a question of fact." Morgan County Feeders, Inc. v McCormick, 18 UCC Rep Serv 2d 632; 836 P.2d 1051 (Colo. App., 1992).
13. "The definition of ``goods" includes an automobile." Henson v Government Employees Finance & Industrial Loan Corp., 15 UCC Rep Serv 1137; 257 Ark 273, 516 S.W.2d 1 (1974). The RIGHT to Travel is not a Privilege:
14. "No State government entity has the power to allow or deny passage

- 14. "No State government entity has the power to allow or deny passage
 on the highways, byways, nor waterways... transporting his vehicles
 and personal property for either recreation or business, but by being
 subject only to local regulation i.e., safety, caution, traffic lights, speed
 limits, etc. Travel is not a privilege requiring, licensing, vehicle
 registration, or forced insurances." *Chicago Coach Co.* v. *City of Chicago*, 337 Ill. 200, 169 N.E. 22.
- 18 15. 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."

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

17. "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 uncertain and changeable ground of mere comity." In Re Archy (1858), 9 C. 47.

-16 of 37-NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 138 of 326 Page ID #:138

1

2

3

4

5

6

7

8

9

10

11

12

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US — DATED: January 1, 2025

18. Freedom to travel is, indeed, an important aspect of the citizen's "liberty".We are first concerned with the extent, if any, to which Congress has authorized its curtailment. (Road) Kent v. Dulles, 357 U.S. 116, 127.

19. The right to travel is a part of the "liberty" of which the citizen cannot be deprived without due process of law under the Fifth Amendment. So much is conceded by the solicitor general. In Anglo Saxon law that right was emerging at least as early as Magna Carta. Kent v. Dulles, 357 U.S. 116, 125.
20. "Even the legislature has no power to deny to a citizen the right to travel upon the highway and transport his property in the ordinary course of his business or pleasure, though this right may be regulated in accordance with public interest and convenience. *Chicago Coach Co. v. City of Chicago*, 337 Ill. 200, 169 N.E. 22, 206.

21. "... It is now universally recognized that the state does possess such power 13 [to impose such burdens and limitations upon private carriers when using 14 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 stated as follows by the **supreme court of the United States**: 'A citizen may 18 19 have, under the fourteenth amendment, the right to travel and transport his property upon them (the public highways) by auto vehicle, but he has no 20 right to make the highways his place of business by using them as a 21 *common carrier for hire*. Such use is a privilege which may be granted or 22 withheld by the state in its discretion, without violating either the due 23 process clause or the equal protection clause.' (Buck v. Kuykendall, 267 U.S. 24 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 <u>business</u>

-17 of 37-

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US — DATED: January 1, 2025

1	and uses it for <u>private</u> 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.
	-18 of 37-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 140 of 326 Page ID #[.]140

1

2

3

4

5

6

7

8

9

10

17

18

20

21

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US -- DATED: January 1, 2025

28. "The right of the Citizen to travel upon the public highways and to transport his property thereon, in the ordinary course of life and business, is a common right which he has under the right to enjoy life and liberty, to acquire and possess property, and to pursue happiness and safety. It includes the right, in so doing, to use the ordinary and usual conveyances of the day, and under the existing modes of travel, includes the right to drive a horse drawn carriage or wagon thereon or to operate an automobile 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 11 is not a mere privilege, but a common and fundamental Right of which 12 the public and the individual cannot be rightfully deprived." – Chicago 13 Motor Coach vs. Chicago, 169 NE 22;Ligare vs. Chicago, 28 NE 14 934;Boon vs. Clark, 214 SSW 607;25 Am.Jur. (1st) Highways Sect.163. 15

30. "The right to b is part of the Liberty of which a citizen cannot deprived 16 without due process of law under the Fifth Amendment. This Right was emerging as early as the Magna Carta." – <u>Kent vs. Dulles</u>, 357 US 19 116 (1958).

31. "The state cannot diminish Rights of the people." –<u>Hurtado vs.</u> **California**, 110 US 516.

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 24 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 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 28 common Right which he has under his Right to life, liberty, and the pursuit

-19 of 37-

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US - DATED: January 1, 2025

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 9 384 U.S. 34. "The state cannot diminish Rights of the people." – Hurtado vs. California, 10 110 US 516. 11 NO QUALIFIED OR LIMITED IMMUNITY 12 13 35. "When enforcing mere statutes, judges of all courts do not act judicially (and thus are not protected by "qualified" or "limited immunity," - SEE: Owen v. 14 City, 445 U.S. 662; Bothke v. Terry, 713 F2d 1404) - - "but merely act as an 15 extension as an agent for the involved agency -- but only in a "ministerial" 16 17 and not a "discretionary capacity..." Thompson v. Smith, 154 S.E. 579, 583; Keller v. P.E., 261 US 428; F.R.C. v. G.E., 281, U.S. 464. 18 36."Public officials are not immune from suit when they transcend their lawful 19 authority by invading constitutional rights." - AFLCIO v. Woodward, 406 20 21 F2d 137 t. 37. "Immunity fosters neglect and breeds irresponsibility while liability 22 promotes care and caution, which caution and care is owed by the 23 government to its people." (Civil Rights) Rabon vs Rowen Memorial 24 Hospital, Inc. 269 N.S. 1, 13, 152 SE 1 d 485, 493. 25 38. "Judges not only can be sued over their official acts, but could be held liable 26

28 **Court**, A025829.

27

-20 of 37-

for injunctive and declaratory relief and attorney's fees." Lezama v. Justice

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 142 of 326 Page ID #:142

	Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US — DATED: January 1, 2025
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	//
	-21 of 37-

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

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 143 of 326 Page ID #:143

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US - DATED: January 1, 2025 XXIV. At no point in time were Defendants/Respondents presented with a 1 CALIFORNIA DRIVER'S LICENSE (COMMERCIAL CONTRACT), and any 2 information added to the CITATION/CONTRACT was done so in fraud, 3 without consent, full disclosure, and thus is *void ab initio*. 4 49. WORKMAN IS WORTHY OF HIS HIRE. The first of these is 5 expressed in Exodus 20:15; Lev. 19:13; Mat. 10:10; Luke 10"7; II Tim. 2:6. 6 7 Legal maxim: "It is against equity for freemen not to have the free disposal of their own property." 8 50. HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY 9 DEFAULT. (Book of Job; Mat. 10:22) -- Legal maxim: "He who does not 10 repel a wrong when he can occasions it." 11 12 Executed "without the United States" in compliance with 28 USC § 1746. 13 FURTHER AFFIANT SAYETH NOT. 14 15 Some Relevant U.C.C. Sections and Application 16 U.C.C. § 1-308 – Reservation of Rights: 17 1. This section ensures that acceptance of an offer under duress or coercion does 18 19 not waive any rights or defenses. By invoking U.C.C. § 1-308, Claimant(s)/ Plaintiff(s) asserts that any compliance with your offer is made with *explicit* 20 reservation of rights, preserving <u>all legal remedies</u>. 21 2. U.C.C. § 2-204 – Formation in General: 22 23 This section establishes that a contract can be formed in any manner sufficient to show agreement, including conduct. By issuing the citation (an implied offer 24 to contract), You/Dedenfant(s)/Respondent(s), have initiated a contractual 25 26 relationship, which has been conditionally accepted with <u>new terms herein</u>. U.C.C. § 2-206 - Offer and Acceptance in Formation of Contract: 27 3. Under this section, an offer can be accepted in any reasonable manner. By 28 -22 of 37-NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASO

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 144 of 326 Page ID #:144

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US --- DATED: January 1, 2025

- conditionally accepting the citation and dispatching this notice via USPS
 Certified, Registered, and/or Express mail, Claimant(s)/Plaintiff(s) has/have
 created a binding contract agreement and obligation which You/Defendant(s)/
 Respondent(s) are contractually bound and obligated to.
 - 4. U.C.C. § 2-202 Final Written Expression:
- This provision ensures that the terms of this conditional acceptance supplement
 the original terms of the citation. By including these conditions, the issuing
 authority is bound to provide proof of their validity, failing which the
 conditional acceptance will be expressly stipulated as the final agreement.

5. U.C.C. § 1-103 - Supplementary General Principles of Law Applicable:
This section allows common law principles to supplement the UCC. Under the
doctrine of equity and fair dealing, failure to provide the requested proof
constitutes bad faith and silent acquiescence, tacit agreement, and tacit
procuration to all of the the fact and terms stipulated in this Affidavit Notice
and Self-Executing Contract and Security Agreement.

- 16 Legal and Procedural Basis
- 17 **1. Mailbox/Postal Rule:**

5

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

24 **2.** Offer and Acceptance:

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

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US - DATED: January 1, 2025

(3) day timeframe constitutes silent acquiescence, tacit agreement, and tacit procuration.

3

1

2

RESPONSE DEADLINE: REQUIRED WITHIN THREE (3) DAYS:

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

15

- 16
- 17

FAILURE TO RESPOND AND/OR PERFORM, REMEDY, AND SETTLEMENT

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

-24 of 37-

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US — DATED: January 1, 2025

harassment, conspiracy to deprive, and other violations of the law, and 1 **TERMINATE these proceeding immediately**, and pay the below mentioned 2 Three Hundred Million Dollar Restitution and Settlement payment, and 3 releasing all special deposit funds and/or Credits due to Affiant and/or 4 Complainant(s)/Plaintiff(s). 5 Three Hundred Million (\$300,000,000.00 USD) Restitution 6 Settlement Payment REQUIRED 7 Furthermore, if You/Defendant(s)/Respondent(s) fail to respond and 8 9 perform within three (3) days from the date of receipt of this communication by providing verified evidence and proof of the facts and conditions set forth herein, 10 accompanied by affidavits sworn under penalty of perjury as required by law, 11 Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert 12 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©, ™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©, and/or

™KEVIN WALKER© IRR TRUST: Complainant(s)/Plaintiff(s).

21 22

20

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

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

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 147 of 326 Page ID #:147

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US — DATED: January 1, 2025

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/ Defendant(s)/Respondent(s), individually and collectively, admit the statements 3 and claims by TACIT PROCURATION, and completely agree that you/they 4 5 individually and collectively are guilty of fraud, racketeering, indentity theft, treason, breach of trust and fiduciary duties, extortion, coercion, deprivation of 6 7 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 8 9 enforcement, extortion of a national/internationally protected person, false 10 imprisonment, torture, creating trusts in restraint of trade dereliction of fiduciary duties, bank fraud, breach of trust, treason, tax evasion, bad faith actions, dishonor, 11 injury and damage to Affiant. 12

13

14

<u>JUDGEMENT AND COMMERCIAL LIEN</u> <u>AUTHORIZATION</u>

Moreover, if You/Defendant(s)/Respondent(s), fail to respond within three (3) 15 days from the date of receipt of this communication, you/they individually and 16 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 JUDGEMENT, and/or commercial lien of One Trillion Dollars (\$1,000,000,000,000.00) 19 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 BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY 22 SHERIFFS DEPARTMENT, Does 1-100, in favor of, ™WG EXPRESS TRUST©, ™KEVIN 23 WALKER© ESTATE, ™KEVIN LEWIS WALKER©, and/or ™KEVIN WALKER© IRR 24 TRUST, and/or their lawfully designated ASSIGNEE(S). 25 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 <u>Authorize</u>,

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

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 148 of 326 Page ID #:148

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US --- DATED: January 1, 2025

indorse, support and advocate for ™WG EXPRESS TRUST©, ™KEVIN WALKER© 1 ESTATE, TMKEVIN LEWIS WALKER©, and/or TMKEVIN WALKER© IRR TRUST, and/or 2 their lawfully designated ASSIGNEE(S) to formally notify the United States Treasury, 3 Internal Revenue Service, the respective Congress (wo)man, U.S. Attorney General, and/ 4 or any person, individual, legal fiction, and/or person, or ens legis Affiant deems 5 necessary, including but not limited to submitting the requisite form(s) 1099-A, 1099-OID, 6 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 revenue and/or income to Affiant, and/or ™WG EXPRESS TRUST©, ™KEVIN 9 WALKER© ESTATE, ™KEVIN LEWIS WALKER©, and/or ™KEVIN WALKER© IRR 10 TRUST, and/or their lawfully designated ASSIGNEE(S). 11 12 SUMMARY JUDGEMENT, U.C.C. 3-505 PRESUMED 13 **DISHONOR** 14 Said income is to be assessed and claimed as income by/to You/ 15 Defendant(s)/Respondent(s), and/or by filing a lawsuit followed by a 16 DEMAND or similar for SUMMARY JUDGEMENT as a matter of law, in 17 accordance with California Code of Civil Procedure § 437c(c) and Federal 18 Rule of Civil Procedure 56(a), and/or executing an Affidavit Certificate of 19 Non-Response, Dishonor, Judgement, and Lien Authorization, in 20 accordance with U.C.C. § 3-505, and/or issue an ORDER TO PAY or BILL OF 21 EXCHANGE to the U.S. Treasury and IRS, said sum certain of One Trillion 22 U.S. Dollars (\$1,000,000,000,000.00 USD), for <u>immediate</u> credit to Affiant, 23 and/or ™WG EXPRESS TRUST©, ™KEVIN WALKER© ESTATE, ™KEVIN 24 LEWIS WALKER©, and/or ™KEVIN WALKER© IRR TRUST, and/or their 25 lawfully designated ASSIGNEE(S), with this Self-Executing Contract and 26 Security Agreement servings as *prima facie* evidence of You/Respondent(s)/ 27 Defendant(s)'s Verified INDEBTEDNESS to Affiant, Affiant, and/or ™WG 28 -27 of 37-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 149 of 326 Page ID #:149

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US - DATED: January 1, 2025

1 EXPRESS TRUST©, [™]KEVIN WALKER© ESTATE, [™]KEVIN LEWIS

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

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

9

10

23

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

Again for the record, this contract, received and accepted per the mailbox rule, is 11 self-executing and serves as a SECURITY AGREEMENT, and establishes a lien, 12 Authorized by You/They/the DEBTOR(S). Acceptance of this contract is deemed to 13 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 binding once it is properly addressed, stamped, and placed in the control of the postal 16 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 without the need for further action, functioning also as a SECURITY AGREEMENT under 19 Article 9 of the Uniform Commercial Code (UCC). 20

21 <u>*** SELF-EXECUTING CONTRACT</u> AND <u>SECURITY AGREEMENT***</u>: 22 //

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 <u>all</u> 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

-28 of 37-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 150 of 326 Page ID #:150

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US --- DATED: January 1, 2025

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.

9 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 10 Hatcheries, Inc. v. Lindley, 13 F.R.D. 113 (1952)., "Defendant(s) made no request for 11 an extension of time in which to answer the request for admission of facts and filed 12 only an unsworn response within the time permitted," thus, under the specific 13 provisions of Ark. and Fed. R. Civ. P. 36, the facts in question were deemed 14 15 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 16 having been admitted." Also as previously referenced, "Statements of fact 17 18 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 19 N.W.2d 355 (Mich. 1976). 20 <u>COPY of this ACTUAL AND CONSTRUCTIVE NOTICE sent to the following</u> 21 WITNESSES by way of Registered Mail with Misprision of Felony Obligations: 22

23 **To/Cc:** Rob Bonta, Fiduciary(ies), To/Cc: Issa, Darrel C/o Office of the Attorney General C/o U.S. HOUSE OF REPRESENTATIVES 1300 "I" Street 24 Washington, District of Colombia [20515] Sacramento, California [95814-2919] Registered Mail # RF775820666US. Registered Mail # RF775820670US. 25 26 To/Cc: Michael Hestrin, Fiduciary(ies), To/cc: Merrick Garland C/o Office of the District Attorney C/o OFFICE OF THE ATTORNEY GENERAL 950 Pennsylvania Avenue Nw 27 3960 Orange Street Washington, District of Colombia, [20530] Riverside California [92501] Registered Mail # RF775820649US 28 Registered Mail #RF775820652US. -29 of 37-NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT. EXTORTION, COERCION, TREASON Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 151 of 326 Page ID #:151

		ID #:151
	Self-Executing (Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US — DATED: January 1, 2025
1		Invoice # RIVSHERTREAS12312024
2		INVOICE and/or TRUE BILL
3	Dear Valued	Defendant(s), Respondent(s), Customer(s), Fiduciary(ies), Agent(s), and/or
4	DEBTOR(S):	
5	U.S. Code, U.C	come to OUR attention that you are deemed guilty of multiple felony crimes , violations of C.C, the Constitution , and the law . You have or currently still are threatening , extorting ,
6	financial harm	rcing, damaging, injuring, and causing irreparable physical, mental, emotional, and to ™KEVIN WALKER© ESTATE, ™WG EXPRESS TRUST©, ™KEVIN WALKER© IRR / their beneficiary(ies), and their Fiduciary(ies), Trustee(s), Executor(s), Agent(s), and
7	Representative immediately, 1	s. You remain in default, dishonor, and have an outstanding past due balance due
8	1.	18 U.S. Code § 1341 - Frauds and swindle : \$10.000.000.00
9	2.	18 U.S. Code § 4 - Misprision of felony \$1.000.000.00
10	3.	Professional and personal fees and costs associated with preparing documents for this matter: \$100,000,000.00
11	4.	15 U.S. Code § 2 - Monopolizing trade a felony; penalty: \$200,000,000.00
12	5.	18 U.S. Code § 241 - Conspiracy against rights: \$9,000,000,000.00
13	6.	18 U.S. Code § 242 - Deprivation of rights under color of law: \$9,000,000,000,000.00
14	7.	18 U.S. Code \$ 1344 - Bank fraud: \$100,000,000.00 (fine and/or up to 30 years imprisonment) \$100,000,000.00
15	8.	15 U.S. Code § 1122 - Liability of United States and States, and instrumentalities and officials thereof: \$100,000,000.00
16	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
17	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
18 19	11.	Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and internationally protected persons: \$11,000,000.00
20	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
21		imprisonment): \$500,000,000.00
22	13.	18 U.S. Code \$ 880 - Receiving the proceeds of extortion (fine and/or up to 3 years imprisonment): \$100,000,000.00
23	14.	Use of TM KEVIN LEWIS WALKER©: x 3 \$3,000,000.00
24	15.	Fraud, conspiracy, obstruction, identity theft, extortion, bad faith actions, treason, monopolization of trade and commerce,
25		bank fraud, threats, coercion, identity theft, mental trauma, emotional anguish and trauma. embezzlement, larceny, felony crimes,
26		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
27		Total Due: \$1,000,000,000,000.00 USI Good Faith Discount: \$999,700,000,000.00 USI Total Due by 12/10/2024. \$200,000,000,000 USI
28		Total Due by 12/10/2024: <u>\$300,000,000.00 USI</u> Total Due after 12/10/2024: <u>\$1,000,000,000.000.00 USI</u>
	NOTION OF COLUMN	-30 of 37-
	NUTLY OF CONDIT	ONAL ACCEPTANCE, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, ENTORTION, COERCION, TREASON.

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US — DATED: January 1, 2025

1

2

- **EXHIBITS/ATTACHMENTS:** 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 REVOCATION 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: A<u>S EVIDENCED BY SIGNATURE LINE</u>.
- 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: ™KEVIN LEWIS WALKER© Copyright and Trademark Agreement.

26 17. Exhibit Q:

- 27 //
- 28

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US — DATED: January 1, 2025

1

WORDS DEFINED GLOSSARY OF TERMS:

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

automobile: a passenger vehicle that does not transport persons for hire. This includes station wagons,
 sedans, vans, and sport utility vehicles. <u>See, California Vehicle Code (CVC) §465</u>.

5 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
7 for the transportation of property (for example, trucks and pickups). <u>See CVC §260.</u>

8 3. motor vehicle: The term "motor vehicle" means every description of carriage or other contrivance
9 propelled or drawn by mechanical power <u>and</u> used for commercial purposes on the highways in the
10 transportation of passengers, passengers and property, or property or cargo. <u>See 18 U.S. Code § 31 -</u>
11 <u>Definitions.</u>

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

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.

-32 of 37-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 154 of 326 Page ID #:154

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US — DATED: January 1, 2025

Of or relating to a single person or thing, as opposed to a group. - See Black's Law Dictionary 4th, 7th,

1 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.

-33 of 37-NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETFERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 155 of 326 Page ID #:155

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US — DATED: January 1, 2025

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 or instrument by which the binding force of a contract is terminated, irrespective of whether the 6 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 money or in goods, for his acceptance. To pay is to deliver to a creditor the value of a debt, either in money or In goods, for his acceptance, by which the debt is discharged. See Blacks Law Dictionary 1st, 2nd, and 3rd edition, pages 880, 883, and 1339 respectively.

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

may: An auxiliary verb qualifying the meaning of another verb by expressing ability, competency,
liberty, permission, probability or contingency. – Regardless of the instrument, however, whether
constitution, statute, deed, contract or whatnot, courts <u>not</u> infrequently construe "may" as "shall" or
"must". – See Black's :aw 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.

-34 of 37-

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

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 156 of 326 Page ID #:156

Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US — DATED: January 1, 2025

 14. national: "foreign government", "foreign official", "internationally protected person", "international organization", "national of the United States", "official guest," and/or "non-citizen national." They all have the same meaning. See Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and 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 fraud: deceitful practice or Willful device, resorted to with intent to deprive another of his right, or in 16. 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 //

-35 of 37-

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

Document 1 Filed 03/11/25 Page 157 of 326 Page ID #:157

Self-Executing Contract and Security Agreement- Registered Mail #RF775820624US/ Express Mail #FR126149735US DATED. January 1, 2025

COMMERCIAL OATH AND VERIFICATION:

2 County of Riverside

The State of California

1

3

4

11

12

13

14

15

21

22

23

24

25

26

28

Commercial Oath and Verification

I, <u>KEVIN WALKER</u>, 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 <u>1ST</u> day of <u>JANUARY</u> 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.

Bv:

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

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.

Sui juris, By Special Limited Appearance, By Donnabelle Mortel (WITNESS)

Sui juris, By Special Limited Appearance,

Corey Walker (WITNESS)

27

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 158 of 326 Page ID #:158

	Self-Executing Contract and Security Agreement- Registered Mail #RF775820621US/ Express Mail #ER126149735US DATED: January 1, 2025
1	NOTICE:
2	Using a notary on this document does <i>not</i> constitute any adhesion, <i>nor does it alter my</i>
3	status in any manner. The purpose for notary is verification and identification only and
4	not for entrance into any foreign jurisdiction.
5	
6	
7	
8	JURAT:
9	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.
10	State of Riverside)
11) ss. County of California)
12	Subscribed and sworn to (or <u>affirmed</u>) before me on this <u>2nd</u> day of <u>January</u> , <u>2025</u> by <u>Kevin Walker</u> proved
13	to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
14	Lauleon Ischol Castille
15	JULIEN ISABEL CASTILLO Notary public
16	Notary Public - California San Bernardino County
17	Seal:
18	
19	
20	
21 22	
22	
23 24	
2 4 25	
25 26	
20	
28	
	-37 of 37-
	NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON.
	II IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII

	25-cv-00646-WLH-MAA Document 1 F -EXMIB	Filed 03/11/25 Page 159 of 326 Page
	Self-Executing Contract and Security Agreement- Registered	ed Mail #RF775821088US — DATED: January 28, 2025
$1 \parallel Ex$	om/Plaintiff: Kevin: Walker, sui juris, In Propria Perecutor, Authorized Representative, Secured Party, Master	Beneficiary
/ //	KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALK	ER© *** NOTICE TO AGENT IS NOTICE TO PRINCIPAL *** *** NOTICE TO PRINCIPAL IS NOTICE TO AGENT ***
3 Te	o 30650 Rancho California Road Suite #406-251 emecula, California [92591]	*** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT ***
	on-domestic <i>without</i> the <u>U</u> nited <u>S</u> tates mail: <u>team@walkernovagroup.com</u>	
	y/Defendant(s)/Respondent(s): Gregory D Eastwood, obsert C V Bowman, George Reyes.	<u>To/Defendant(s)/Respondent(s):</u> Chad Bianco. C/o RIVERSIDE COUNTY SHERIFF
6 C/	O SOUTHWEST JUSTICE CENTER	4095 Lemon Street, 2nd floor
Шм	755-D Auld Road urrieta, California [92563]	Riverside, California [92501] Registered Mail # RF775821131US
/ Re	egistered Mail # RF775821088US	Email: info@riversidesheriff.org / ssherman@law4cops.com
8 ^{Em}	nail: info@riversidesheriff.org / ssherman@law4cops.com	
9	AFFIDAVIT and Plai	n Statement of Facts
10	NOTICE OF DEFAULT, and FRAUE	D, RACKETEERING, CONSPIRACY,
11	DEPRIVATION OF RIGHTS UNDER	R THE COLOR OF LAW, IDENTITY
11	THEFT, EXTORTION, C	-
	Kevin: Walker, ™KEVIN WALKER©	CITATION/BOND NO.: TE464702
-~ n	ESTATE, ™KEVIN LEWIS VALKER©, ™KEVIN WALKER© IRR	1. FRAUD
	TRUST,	2. RACKETEERING
15		3. EMBEZZLEMENT 4. IDENTITY THEFT
15	Claimant(s) <i>Plaintiff(s)</i> ,	
	Claintaitt(s)1 minig(s),	5. CONPSIRACY
16		6. DEPRIVATION OF RIGHTS UNDER
	vs.	6. DEPRIVATION OF RIGHTS UNDER COLOR OF LAW
17	vs. Chad Bianco, Gregory D Eastwood,	 DEPRIVATION OF RIGHTS UNDER COLOR OF LAW RECEIVING EXTORTION PROCEEDS FALSE PRETENSES
17 C	vs.	 DEPRIVATION OF RIGHTS UNDER COLOR OF LAW RECEIVING EXTORTION PROCEEDS FALSE PRETENSES EXTORTION
17 C F 18 V 10 E	^{VS.} Chad Bianco, Gregory D Eastwood, Robert C V Bowman, George Reyes, Villiam Pratt, Robert Gell, CHAD BIANCO, GREGORY D EASTWOOD,	 DEPRIVATION OF RIGHTS UNDER COLOR OF LAW RECEIVING EXTORTION PROCEEDS FALSE PRETENSES
17 C F 18 V 19 F	US. Chad Bianco, Gregory D Eastwood, Robert C V Bowman, George Reyes, Villiam Pratt, Robert Gell, CHAD BIANCO, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM	 DEPRIVATION OF RIGHTS UNDER COLOR OF LAW RECEIVING EXTORTION PROCEEDS FALSE PRETENSES EXTORTION UNLAWFUL IMPRISONMENT TORTURE KIDNAPPING
17 C F 18 V 19 F 20 F	^{775.} Chad Bianco, Gregory D Eastwood, Robert C V Bowman, George Reyes, Villiam Pratt, Robert Gell, CHAD BIANCO, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY	 DEPRIVATION OF RIGHTS UNDER COLOR OF LAW RECEIVING EXTORTION PROCEEDS FALSE PRETENSES EXTORTION UNLAWFUL IMPRISONMENT TORTURE KIDNAPPING FORCED PEONAGE MONOPOLIZATION OF TRADE AND
 17 18 19 19 19 20 21 5 	^{VS.} Chad Bianco, Gregory D Eastwood, Robert C V Bowman, George Reyes, Villiam Pratt, Robert Gell, CHAD BIANCO, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT	 DEPRIVATION OF RIGHTS UNDER COLOR OF LAW RECEIVING EXTORTION PROCEEDS FALSE PRETENSES EXTORTION UNLAWFUL IMPRISONMENT TORTURE KIDNAPPING FORCED PEONAGE MONOPOLIZATION OF TRADE AND COMMERCE BANK FRAUD
17 C 18 V 19 F 20 F 21 S 22 I	US. Chad Bianco, Gregory D Eastwood, Robert C V Bowman, George Reyes, Villiam 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	 DEPRIVATION OF RIGHTS UNDER COLOR OF LAW RECEIVING EXTORTION PROCEEDS FALSE PRETENSES EXTORTION UNLAWFUL IMPRISONMENT TORTURE KIDNAPPING FORCED PEONAGE MONOPOLIZATION OF TRADE AND COMMERCE BANK FRAUD TRANSPORTATION OF STOLEN PROPERTY, MONEY, & SECURITIES
 17 18 19 19 19 19 10 <	US. Chad Bianco, Gregory D Eastwood, Robert C V Bowman, George Reyes, Villiam 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,	 DEPRIVATION OF RIGHTS UNDER COLOR OF LAW RECEIVING EXTORTION PROCEEDS FALSE PRETENSES EXTORTION UNLAWFUL IMPRISONMENT TORTURE KIDNAPPING FORCED PEONAGE MONOPOLIZATION OF TRADE AND COMMERCE BANK FRAUD TRANSPORTATION OF STOLEN PROPERTY, MONEY, & SECURITIES CONSIDERED AND STIPULATED ONE TRILLION DOLLAR
 17 18 19 19 20 21 22 23 24 	US. Chad Bianco, Gregory D Eastwood, Robert C V Bowman, George Reyes, Villiam 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,	 DEPRIVATION OF RIGHTS UNDER COLOR OF LAW RECEIVING EXTORTION PROCEEDS FALSE PRETENSES EXTORTION UNLAWFUL IMPRISONMENT TORTURE KIDNAPPING FORCED PEONAGE MONOPOLIZATION OF TRADE AND COMMERCE BANK FRAUD TRANSPORTATION OF STOLEN PROPERTY, MONEY, & SECURITIES CONSIDERED AND STIPULATED ONE
17 C 18 V 19 F 20 F 21 S 21 S 23 24 25	US. Chad Bianco, Gregory D Eastwood, Robert C V Bowman, George Reyes, Villiam 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).	 DEPRIVATION OF RIGHTS UNDER COLOR OF LAW RECEIVING EXTORTION PROCEEDS FALSE PRETENSES EXTORTION UNLAWFUL IMPRISONMENT TORTURE KIDNAPPING FORCED PEONAGE MONOPOLIZATION OF TRADE AND COMMERCE BANK FRAUD TRANSPORTATION OF STOLEN PROPERTY, MONEY, & SECURITIES CONSIDERED AND STIPULATED ONE TRILLION DOLLAR (\$1,000,000,000,000.00) JUDGEMENT AND LIEN.
 17 18 W 19 F 20 F C 	US. Chad Bianco, Gregory D Eastwood, Robert C V Bowman, George Reyes, Villiam 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).	 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.
17 C 18 V 19 F 20 F 21 S 21 S 22 I 23 24 25 26 C 27 TM	US. Chad Bianco, Gregory D Eastwood, Robert C V Bowman, George Reyes, Villiam 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).	 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 (\$1,000,000,000,000,000) JUDGEMENT AND LIEN. KEVIN WALKER© ESTATE and N WALKER© IRR TRUST, (hereinafter
17 C 18 V 19 F 20 F 21 S 21 S 22 I 23 24 25 26 C 27 TM	US. Chad Bianco, Gregory D Eastwood, Robert C V Bowman, George Reyes, Villiam 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).	 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. *KEVIN WALKER© ESTATE and N WALKER© IRR TRUST, (hereinafter y-In-Fact, Kevin: Walker, who is

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 160 of 326 Page ID #:160

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US - DATED: January 28, 2025

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 3 the republic in its De'jure capacity as one of the several states of the Union 1789. This incidentally makes him a non-citizen national/national American Citizen of 4 the republic as per 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 8 **Constitution**, which states: "No <u>State shall...</u> pass any Law impairing the Obligation of <u>Contracts.</u>" and thus which *prohibits* states from impairing the obligation of 9 contracts. This clause unequivocally prohibits states from impairing the obligation 10 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 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 16 rights that **predate** the formation of the state and remain safeguarded by due process of law. 17

18 **I**.

Constitutional Basis:

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

22 Plaintiffs respectfully assert and affirm:

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

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US --- DATED: January 28, 2025

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	Plain	tiffs respectfully assert and affirm that:
27	•	The Supremacy Clause of the Constitution of the <u>U</u> nited <u>S</u> tates (Article VI, Clause
28		2) establishes that the Constitution, federal laws made pursuant to it, and treaties
		-3 of 42-
	ļ	MOTICE OF DELAUEL AND FRAUD, RACKETEERENG, CONSERVACT, DEPRIVATION OF RIGHTS UNDER THE COLUR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, JREASON

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 162 of 326 Page ID #:162

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US --- DATED: January 28, 2025

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.

11 **III.**

1

2

3

4

5

6

7

8

9

10

NOTICE OF DEFAULT

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

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

-4 of 42-

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US - DATED: January 28, 2025

1 **IV.**

** Notice of Administrative Process **

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

28 Certified, Express, or Registered Mail. Answers by any other means are considered

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 164 of 326 Page ID #:164

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US — DATED: January 28, 2025

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

***** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT***:** 2 Again for the record, this <u>contract</u>, <u>received</u> and <u>accepted</u> per the <u>mailbox</u> 3 <u>rule</u>, is self-executing and serves as a SECURITY AGREEMENT, and establishes 4 a lien, Authorized by You/They/the DEBTOR(S). Acceptance of this contract is 5 deemed to occur at the moment it is dispatched via mail, in accordance with the 6 mailbox rule established in common law. Under this rule, an acceptance becomes 7 8 effective and binding once it is properly addressed, stamped, and placed in the control of the postal service, as supported by Adams v. Lindsell (1818) 106 ER 250. 9 Furthermore, as a self-executing agreement, this contract creates immediate and 10 enforceable obligations without the need for further action, functioning also as a 11 12 SECURITY AGREEMENT under Article 9 of the Uniform Commercial Code (UCC). *** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT*** : 13 **Contract Agreement Terms of Conditional Acceptance:** 14 Plain Statement of Facts V. 15

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

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

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 165 of 326 Page ID #:165

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US --- DATED: January 28, 2025

I, Kevin: Walker, proceeding sui juris, In Propria Persona, by Special
 Limited Appearance, herby invoke equity and fairness.

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

I, Kevin: Walker, proceeding sui juris, In Propria Persona, by Special *Limited Appearance*, herby declare, state, verify, and affirm for the record
that the 'commercial' and 'for hire' Driver's License/Contract/Bond #
B6735991 has been canceled, revoked, terminated, and liquidated, as
evidenced by instructions and notice accepted by Steven Gordon, with the
California Department of Motor Vehicles," as <u>evidenced</u> by Affidavit of
TruthRegistered Mail #RF661447751US.

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

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US --- DATED: January 28, 2025

the immunity of himself and his property from arrest or seizure except under a warrant of the law. He owes nothing to the public so long as he does not trespass upon their rights." Hale v. Henkel, 201 U.S. 43 at 47 (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 compelled and pretended "benefit" of any hidden or unrevealed contract or 8 9 commercial agreement. As such, the hidden or unrevealed contracts that supposedly create obligations to perform, for persons of subject status, are 10 inapplicable to me, and are null and void. If I have participated in any of the 11 supposed "benefits" associated with these hidden contracts, I have done so under 12 13 duress, for lack of any other practical alternative. I may have received such "benefits" but I have not accepted them in a manner that binds me to anything. 14 7. Affiant states and alleges that this Affidavit Notice and Self-Executing 15 **Contract and Security Agreement is** *prima facie* evidence of fraud, 16 racketeering, indentity theft, treason, breach of trust and fiduciary duties, 17 18 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, 19 forced peonage, obstruction of enforcement, extortion of a national/ 20 21 internationally protected person, false imprisonment, torture, creating trusts in 22 restraint of trade dereliction of fiduciary duties, bank fraud, breach of trust, treason, tax evasion, bad faith actions, dishonor, injury and damage to Affiant 23 and proof of claim. See United States v. Kis, 658 F.2d, 526 (7th Cir. 1981)., 24 "Appellee had the burden of first proving its prima facie case and could do so 25 by affidavit or other evidence." 26 **UNLAWFUL DETAINMENT AND ARREST while Traveling** 27

28

1

2

3

4

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 167 of 326 Page ID #:167

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US --- DATED: January 28, 2025

8. On December 31, 2024, at approximately 9:32am I, 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 <u>private</u> automobile was 'not for hire' or 'commercial' use
and, therefore explicitly classifying the automobile as private property, and
NOT within any statutory and/or commercial jurisdiction. See Exhibit G.
9. Upon being unlawfully stopped and detained by Defendant/Respondents,
Gregory D Eastwood and Robert C V Bowman, I, Affiant, informed all
Defendants who willfully conspired on the scene in violation of 18 U.S.C. §§ 241
and 242, that I was a state Citizen, non-citizen natinoal/national, privately
traveling in My private automobile, as articulated by Me and as evidenced by
the 'PRIVATE' plate on the private automobile. This includes William Pratt
and George Reyes.
10.The private automobile and <i>trust property</i> was not in <i>any</i> way displaying
STATE or government registration or stickers, and was displaying a
PRIVATE plate, removing the automobile from the Defendant's
jurisdiction. See Exhibit G.
11. The private automobile is duly reflected on Private UCC Contract Trust/UCC1
filing #2024385925-4, and UCC3 filing #2024402990-2, both filings attached
hereto as Exhibits B and C respectively, and incorporated herein by reference
12. Under threat, duress, and coercion, and at gunpoint, Gregory D Eastwood and
Robert C V Bowman were presented with a national/non-citizen national,
#C35510079 and passport book #A39235161. Copy attached hereto as Exhibits N
and O respectively, and incorporated herein by reference.
13.Defendant/Respondents, acted against the Constitution, even when reminded of
their duties to support and uphold the Constitution.
//
-9 of 42-

NOTICE OF DEFAULT AND FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, ENTORTION, COERCION, TREASON

ł

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 168 of 326 Page ID #:168

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US -- DATED: January 28, 2025 14. At no point in time were Defendants/Respondents presented with a 1 CALIFORNIA DRIVER'S LICENSE (COMMERCIAL CONTRACT), and any 2 3 information added to the CITATION/CONTRACT was done so in fraud, without consent, full disclosure, and thus is void ab initio. 4 15.I, Kevin: Walker, sui juris, should never have been stopped exercising my right to 5 travel, in a private automobile that was clearly marked "PRIVATE" and "not for 6 hire" and "not for commercial use." 7 FRAUDULENT ALTERATION OF SIGNATURE, 8 COERCION, ASSAULT, DISPARAGEMENT, 9 16. During release procedures, Defendant Robert Gell threatened to "house" Kevin: 10 Walker if Kevin did not sign every document presented, exactly as he (Robert 11 12 Gell) waned Kevin to. Camera records will evidence Robert telling to return to 13 the release tank for no apparent reason, and then assaulting, shoving, and **pushing** Kevin into the tank at the end of the walk. 14 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 attempted to write 'under duress' by his signature. 17 18. Defendant Robert Gell willfully and intentionally altered Affiant's signature on 18 one document and crossed out 'UCC 1-308,' immediately after Affiant hand 19 wrote it on the document. 20 19. Robert Gell stated he had no idea what an attorney-in-fact is and that Kevin: 21 Walker was a, ["]jackass["]. 22 FRUIT OF THE POISONOUS TREE DOCTRINE 23 20. Affiant further asserts and establishes on the record that the undisputedly 24 25 unlawful and unconstitutional stop, arrest, and subsequent actions of the Defendants/Respondents are in violation of the Fourth Amendment to the 26 Constitution of the united States of America and constitute an unlawful arrest 27 and seizure. The "fruit of the poisonous tree" doctrine, as articulated by the 28

-10 of 42-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 169 of 326 Page ID #:169

Self-Executing Contract and Security Agreement-Registered Mail #RF775821088US -- DATED: January 28, 2025

ence obtained as a result of an
issible in <u>any</u> subsequent
Eastwood, Robert C. V.
t Gell including but not limited
nder threat, duress, and
therefrom <u>void ab initio</u> . See
tions and evidence obtained in
dmissible and void as fruits of
<u>NCE</u> upon proof
coerced and extorted OFFER
on proof of the following from
ent(s) CITATION/
ted intentionally, willfully, and
uress, and/or coercion, and
ent(s) that California Vehicle
nd explicitly <u>requires</u> their
ion made between private and
ondent(s) that 18 U.S. Code
hin its definition of "motor
o vehicles used for
ondent(s) that the cited
was required to be
DF LAW, IDENTITY THEFT, EXTOR FION, COERCION, TREASON
)

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US - DATED: January 28, 2025

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 <u>NOT</u> a
7	fundamental Right to travel, and it is fact ually and actually a privilege, and
8	NOT a gift granted by the Supreme Creator and restated by our founding
9	fathers as <i>Unalienable</i> and cannot be taken by any Man / Government made
10	Law or color of law known as a <u>private</u> "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 <u>private</u> individuals utilizing <u>private</u>
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 <i>valid</i> 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, <i>sui juris, In Propria Persona</i> , does
28	NOT possess the <i>unalienable</i> inherent, unalienable right to travel in
	NOTICE OF DEFAULT AND FRAUD, RACKETEERING, CONSPIRACY, DEFRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, ENTORTION, COERCION, TREASON

Self-Executing Contract and Security Agreement-Registered Mail #RF775821088US - DATED: January 28, 2025

	Self-Executing Contract and Security Agreement- Registered Mail #RF7/5821088US — DATED: January 28, 2025
1	His private automobile/private transport, free of harassment, tresspass,
2	restrictions, and/or encumbrances.
3	9. Upon Proof from You/Defendant(s)/Respondent(s) that it is <u>NOT</u> well
4	established law that the highways of the State are public property, and
5	their primary and preferred use is for <u>private</u> 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, <u>Stephenson vs.</u>
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	<u>vs. Tidewater Lines, 164 A. 313</u> .
12	10. Upon Proof from You/Defendant(s)/Respondent(s) that a vehicle <u>NOT</u> used
13	for commercial activity is NOT a "consumer good , andit 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, <u>Bank of Boston vs Jones, 4 UCC Rep. Serv.</u>
16	<u>1021, 236 A2d 484, UCC PP 9-109.14</u> .
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, <u>Miller</u>
22	<u>v. U.S., 230 F 2d 486, 489.</u>
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, <u>Simpson v. Los Angeles (1935), 4 C.2d 60, 47 P.2d 474</u> .
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."
	-13 of 42- NOTICE OF DEFAULT AND FRAUD, RACKFIEERING, CONSPIRACY, DEFRIVATION OF RIGHTS UNDER THE COLOR OF LAW. IDENTITY THEFT, EXTORTION, COERCION, TREASON

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 172 of 326 Page ID #:172

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US - DATED: January 28, 2025

1	15. Upon Proof from You/Defendant(s)/Respondent(s) that <u>28 U.S. Code §</u>
2	<u> 3002(15) - Definitions</u> does <u>NOT</u> stipulate," <u>U</u> nited <u>S</u> tates" 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 <u>Title 8 U.S. Code</u>
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 <u>NOT</u> stand upon his constitutional rights as a <u>c</u> itizen.
12	He is NOT entitled to carry on his private business in his own way. His
13	power to contract is NOT <u>unlimited</u> . 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	<u>Hale v. Henkel, 201 U.S. 43 at 47 (1905).</u>
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	<u>Marshall, Marbury vs Madison, 5, U.S. (Cranch) 137, 174, 176 (1803)</u> .
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
	-14 of 42- NOTICE OF DEFAULT AND FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, ENTORTION, COERCION, TREASON

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US -- DATED: January 28, 2025

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 <u>commercial</u> field of activity, it left immunity behind."
14	This principle is further affirmed in <i>Brady v. Roosevelt</i> , 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:
	-15 of 42- NOTICE OF DEFAULT AND FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON
	TO THE COLOR OF LAW, IDENTIFY THE ADD, RACKETERAND, CONSTRUCT, DELWYSTICH OF RIGHTS UNDER THE COLOR OF LAW, IDENTIFY THEFT, EXTORTION, COERCION, TREASON

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 174 of 326 Page ID #:174

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US --- DATED: January 28, 2025

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 <u>private</u> 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 <u>REQUIRED</u> 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 <u>and</u> 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 <u>for hire</u> can be acquired only
28		
		- 16 of 42- Notice of default and fraud, racketeering, conspiracy, deprivation of rights under the color of Law, identity theft, entortion, coercion, treason
		TO THE OF DELIVER REPERCED, NAME REFERENCE, OF REPAIRS OF MUSICS OF DELIVER OF EAW, IDENTIFY THEFT, EXTURTION, CUERCION, TREASON

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US -- DATED: January 28, 2025

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	//
	-17 of 42- Notice of default and fraud, racketeering, conspiracy, deprivation of rights under the color of law, identify theft, entortion, coercion, treason

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 176 of 326 Page ID #:176

1

2

3

4

5

6

7

8

9

10

22

23

24

25

26

27

28

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US — DATED: January 28, 2025

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

The RIGHT to Travel is not a Privilege:

- 14. "No State government entity has the power to allow or deny passage
 on the highways, byways, nor waterways... transporting his vehicles
 and personal property for either recreation or business, but by being
 subject only to local regulation i.e., safety, caution, traffic lights, speed
 limits, etc. Travel is not a privilege requiring, licensing, vehicle
 registration, or forced insurances." *Chicago Coach Co. v. City of Chicago*, 337 Ill. 200, 169 N.E. 22.
- 18 15. 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."

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

17. "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 uncertain and changeable ground of mere comity." In Re Archy (1858), 9 C. 47.

-18 of 42-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 177 of 326 Page ID #:177

Self-Executing Contract and Security Agreement-Registered Mail #RF775821088US - DATED: January 28, 2025

1	
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	III. 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 <i>as a</i>
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.' (<i>Buck v. Kuykendall,</i> 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 <u>business</u>
	-19 of 42- Notice of default and fraud, rackfteering, conspiracy, defrivation of rights under the color of Law, identity theft, extortion, coercion, treason

H

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US -- DATED: January 28, 2025

1	and uses it for <u>private</u> 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.
	-20 of 42- NOTICE OF DEFAULT AND FRAUD, RACKFTEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, ENTORTION, COERCION, TREASON

H

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US - DATED: January 28, 2025

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 <u>Fifth Amendment</u> . This Right was

emerging as early as the Magna Carta." — <u>Kent vs. Dulles</u>, 357 US 116 (1958). 31. "The state **cannot** diminish Rights of the people." — <u>Hurtado vs. California</u>,

110 US 516.

18

19

20

32. "Personal liberty largely consists of the Right of locomotion -- to go where 21 and when one pleases -- only so far restrained as the Rights of others may 22 make it necessary for the welfare of all other citizens. The Right of the 23 Citizen to **travel** upon the public highways and to transport his property 24 thereon, by horse drawn carriage, wagon, or automobile, is not a mere 25 privilege which may be permitted or prohibited at will, but the 26 common Right which he has under his Right to life, liberty, and the pursuit 27 of happiness. Under this Constitutional guarantee one may, therefore, under 28

Self-Executing Contract and Security Agreement-Registered Mail #RF775821088US - DATED: January 28, 2025

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.
	-22 of 42- NOTICE OF DEFAULT AND FRAUD, RACKETEERING, CONSPIRACY, DEFRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON
	NOTE 24 OW AND RAND, RANK REPERSING, CONSERVER, UPPER ATION OF ROOTS ONDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON

N

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 181 of 326 Page ID #:181

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US - DATED: January 28, 2025

- 1	
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.
	-23 of 42- Notice of default and fraud, racketeering, conspiracy, deprivation of rights under the color of Law, identity theft, extortion, coercion, treason

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 182 of 326 Page ID #:182

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US --- DATED: January 28, 2025

VII. At no point in time were DefendantS/Respondents presented with a
CALIFORNIA DRIVER'S LICENSE (COMMERCIAL CONTRACT), and any
information added to the CITATION/CONTRACT was done so in fraud,
without consent, full disclosure, and thus is <i>void ab initio</i> .
49. WORKMAN IS WORTHY OF HIS HIRE. The first of these is
expressed in Exodus 20:15; Lev. 19:13; Mat. 10:10; Luke 10"7; II Tim. 2:6.
Legal maxim: "It is against equity for freemen not to have the free
disposal of their own property."
50. 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."
//
Executed "without the United States" in compliance with 28 USC § 1746.
FURTHER AFFIANT SAYETH NOT.
//
VIII. Some Relevant U.C.C. Sections and Application
1. U.C.C. § 1-308 – Reservation of Rights:
This section ensures that acceptance of an offer under duress or coercion does
not waive any rights or defenses. By invoking U.C.C. § 1-308, Claimant(s)/
Plaintiff(s) asserts that any compliance with your offer is made with <i>explicit</i>
reservation of rights, preserving all legal remedies.
2. U.C.C. § 2-204 – Formation in General:
This section establishes that a contract can be formed in any manner sufficient
to show agreement, including conduct. By issuing the citation (an implied offer
to contract), You/Dedenfant(s)/Respondent(s), have initiated a contractual
relationship, which has been conditionally accepted with new terms herein .
3. U.C.C. § 2-206 – Offer and Acceptance in Formation of Contract:
Under this section, an offer can be accepted in any reasonable manner. By
-24 of 42- NOTICE OF DEFAULT AND FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 183 of 326 Page ID #:183

Self-Executing Contract and Security Agreement-Registered Mail #RF775821088US --- DATED: January 28, 2025

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
		-25 of 42- Notice of default and fraud, racketeering, conspiracy, deprivation of rights under the color of Law, identity theft, extortion, coercion, treason
		ROTEL OF DEADER AND TRAND, BACKETERRAND, CONSTRACT, DEPRIVATION OF REGITS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COEKCIUN, TREASON

	Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US — DATED: January 28, 2025	
1	(3) day timeframe constitutes silent acquiescence, tacit agreement, and	
2	tacit procuration.	
3	X. <u>DEFENDANTS' ACTIONS AS ACTS OF WAR AGAINST</u>	
4	THE CONSTITUTION	
5	The defendants' conduct constitutes an outright war against the Constitution of the United	
6	States, its <i>principles</i> , and the rule of law. By their <i>bad faith</i> 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	ĺ
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.	

-26 of 42-

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US -- DATED: January 28, 2025

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.

9 //

10

1

2

3

4

5

6

7

8

C. Weaponizing Authority to Oppress

The defendants' intentional misuse of their authority to act against the interests of the
Constitution and its <u>C</u>itizens 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. <u>'Bare Statutes' as Confirmation of Guilt and the Necessity of</u>
 Prosecution by an Enforcer
 - -27 of 42-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 186 of 326 Page ID #:186

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US - DATED: January 28, 2025

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

behavior, alongside that of their counsel, reflects an attitude of being above the law, furthersolidifying their guilt.

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

20

XII. <u>RESPONSE DEADLINE: REQUIRED WITHIN THREE (3) DAYS:</u>

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

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US -- DATED: January 28, 2025

Beasley, Supra. Failure to respond can result in your acceptance of personal 1

liability external to qualified immunity and waiver of any decision rights of 2 remedy. 3

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

If You/Defendant(s)/Respondent(s) fail to respond and perform within 6 three (3) days of receiving this Affidavit Notice and Self-Executing Contract 7 and SecurityAgreement and CONDITIONAL ACCEPTANCE, with verified 8 evidence of the above accompanied by an affidavit, sworn under the penalty 9 of perjury, as required by law, You/Defendant(s)/Respondent(s), Gregory D 10 Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, 11 GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, 12 GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS 13 DEPARTMENT, Does 1-100, You/Defendant(s)/Respondent(s) individually 14 and collectively fully agree that you must act in good faith and accordance 15 with the Law, cease all conspiracy, fraud, identity theft, embezzlement, 16 deprivation under the color of law, extortion, embezzlement, bank fraud, 17 harassment, conspiracy to deprive, and other violations of the law, and 18 TERMINATE these proceeding immediately, and pay the below mentioned 19 Three Hundred Million Dollar Restitution and Settlement payment, and 20 releasing all special deposit funds and/or Credits due to Affiant and/or 21 Complainant(s)/Plaintiff(s).22 Three Hundred Million (\$300,000,000.00 USD) Restitution XIV. 23

24

4

Settlement Payment REQUIRED

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

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US - DATED: January 28, 2025

Gregory D Eastwood, Robert C V Bowman, George Reves, William Pratt, Robert 1 Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, 2 GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS 3 DEPARTMENT, Does 1-100, hereby agree that, within three (3) days of receipt of 4 this contract offer, You/Defendant(s)/Respondent(s) shall issue restitution payment 5 in the total sum certain of Three Hundred Million U.S. Dollars (\$300,000,000.00 6 **USD**), which **shall** become **immediately** due and payable to [™]WG EXPRESS 7 TRUST©, TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or 8 TMKEVIN WALKER© IRR TRUST: Complainant(s)/Plaintiff(s). 9 One Trillion Dollar (\$1,000,000,000,000.00 USD) XV. 10 **Default Judgement and Lien** 11 If You/Defendant(s)/Respondent(s) fail to respond and perform within 12 three (3) days from the date of receipt of this communication, as 13 contractually required, You/Defendant(s)/Respondent(s) hereby 14 individually and collectively, fully agree, that the entire amount evidenced 15 and itemized in Invoice #RIVSHERTREAS12312024, totaling One Trillion 16 Dollars (\$1,000,000,000,000.00), shall become immediately due and payable 17 in full. 18 Furthermore, if You/Respondent(s)/Defendant(s), fail to respond and 19 perform within three (3) days from the date of receipt of this communication, 20 You/Defendant(s)/Respondent(s), individually and collectively, admit the 21 statements and claims by TACIT PROCURATION, and completely agree 22 that you/they individually and collectively are guilty of fraud, racketeering, 23 indentity theft, treason, breach of trust and fiduciary duties, extortion, 24 coercion, deprivation of rights under the color of law, conspiracy to deprive 25 of rights under the color of law, monopolization of trade and commerce, 26 forced peonage, obstruction of enforcement, extortion of a national/ 27 internationally protected person, false imprisonment, torture, creating trusts 28

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 189 of 326 Page ID #:189

1

2

3

4

5

6

Self-Executing Contract and Security Agreement-Registered Mail #RF775821088US — DATED: January 28. 2025 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. XVI. JUDGEMENT AND COMMERCIAL LIEN AUTHORIZATION Moreover, if You/Defendant(s)/Respondent(s), fail to respond within three (3) days from the date of receipt of this communication, you/they <u>individually and</u>

7 collectively, fully and unequivocally Decree, Accept, fully Authorize (in accord with UCC section 9), indorse, support, and advocate for a judgement, and/or 8 SUMMARY JUDGEMENT, and/or commercial lien of One Trillion Dollars 9 10 (\$1,000,000,000,000.00) against You/Respondent(s)/Defendant(s), Gregory D Eastwood, Robert CV Bowman, George Reves, William Pratt, Robert Gell, 11 GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE 12 REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, Does 13 1-100, in favor of, [™]WG EXPRESS TRUST©, [™]KEVIN WALKER© ESTATE, 14 TMKEVIN LEWIS WALKER©, and/or TMKEVIN WALKER© IRR TRUST, and/or 15 their lawfully designated ASSIGNEE(S). 16

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

Self-Executing Contract and Security Agreement-Registered Mail #RF775821088US - DATED: January 28, 2025

and lost revenue and/or income to Affiant, and/or TMWG EXPRESS TRUST©, 1 TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or TMKEVIN 2 WALKER© IRR TRUST, and/or their lawfully designated ASSIGNEE(S). 3 SUMMARY JUDGEMENT, U.C.C. 3-505 PRESUMED 4 **DISHONOR** 5 Said income is to be assessed and claimed as income by/to You/ 6 Defendant(s)/Respondent(s), and/or by filing a lawsuit followed by a DEMAND 7 or similar for SUMMARY JUDGEMENT as a matter of law, in accordance with 8 California Code of Civil Procedure § 437c(c) and Federal Rule of Civil Procedure 9 10 56(a), and/or executing an Affidavit Certificate of Non-Response, Dishonor, Judgement, and Lien Authorization, in accordance with U.C.C. § 3-505, and/or 11 issue an ORDER TO PAY or BILL OF EXCHANGE to the U.S. Treasury and IRS, 12 said sum certain of One Trillion U.S. Dollars (\$1,000,000,000,000.00 USD), for 13 immediate credit to Affiant, and/or ™WG EXPRESS TRUST©, ™KEVIN 14 15 WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or TMKEVIN WALKER© IRR TRUST, and/or their lawfully designated ASSIGNEE(S), with this Self-16 Executing Contract and Security Agreement servings as *prima facie* evidence of 17 You/Respondent(s)/Defendant(s)'s Verified INDEBTEDNESS to Affiant, Affiant, 18 19 and/or TMWG EXPRESS TRUST©, TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or ™KEVIN WALKER© IRR TRUST, and/or their lawfully 20 designated ASSIGNEE(S). 21 Should it be deemed necessary, the Claimant(s)/Plaintiff(s) are <u>fully</u> 22 Authorized (in accord with U.C.C § 9-509) to file a UCC commercial LIEN and/or 23 **UCC1 Financing Statement** to perfect interest and/or secure full satisfaction of the 24 adjudged sum of One Trillion Dollars (\$1,000,000,000,000.00 USD). 25 26 *** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT*** : 27 28 Again for the record, this <u>contract</u>, <u>received</u> and <u>accepted</u> per the <u>mailbox rule</u>, is -32 of 42-

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US --- DATED: January 28, 2025

1 self-executing and serves as a SECURITY AGREEMENT, and establishes a lien, 2 Authorized by You/They/the DEBTOR(S). <u>Acceptance</u> of this <u>contract</u> is deemed to occur at the moment it is dispatched via mail, in accordance with the mailbox rule 3 established in common law. Under this rule, an acceptance becomes effective and 4 5 binding once it is properly addressed, stamped, and placed in the control of the postal service, as supported by Adams v. Lindsell (1818) 106 ER 250. Furthermore, as a self-6 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). *** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT*** : 10 11 **ESTOPPEL BY ACQUIESCENCE:** 12 13 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 14 collectively accept <u>all</u> of the statements, declaration, stipulations, facts, and 15 claims as TRUTH and fact by TACIT PROCURATION, all issues are deemed 16 17 settled RES JUDICATA, STARE DECISIS and by COLLATERAL ESTOPPEL. You may **not** argue, controvert, or otherwise protest the finality of the 18 administrative findings in any subsequent process, whether administrative or 19 judicial. (See Black's Law Dictionary 6th Ed. for any terms you do not "understand"). 20 21 Your failure to completely answer and respond will result in your agreeing not to argue, controvert or otherwise protest the finality of the administrative 22 findings in any process, whether administrative or judicial, as certified by 23 Notary or Witness Acceptor in an Affidavit Certificate of Non Response and/or 24 25 Judgement, or similar. Should YOU fail to respond, provide partial, unsworn, or incomplete 26 answers, such are not acceptable to me or to any court of law. See, Sieb's 27 Hatcheries, Inc. v. Lindley, 13 F.R.D. 113 (1952)., "Defendant(s) made no request for 28 -33 of 42-NOTICE OF DEFAULT AND FRAUD, RACKFTEERING, CONSPERACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASO

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 192 of 326 Page ID #:192

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US --- DATED: January 28, 2025

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 Tade: James R. McHenry III. Pam Bondi. Agent(a) 13 with Response Mail & RETTORNEY GENERAL 14 Regenered Mail # RETTORNEY GENERAL 15 Tade: James R. McHenry III. Pam Bondi. Agent(a) 16 Source Fiducary(ea) 17 Co Office of the Ammey General 1800 Throot Source Fiducary(ea) 1900 Throot				
 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). COPY of this ACTUAL AND CONSTRUCTIVE NOTICE sent to the following WITNESSES by way of Registered Mail with Misprision of Felony Obligations: Tafce lames R. McHenry III, Pam Bond, Agent(s) C/O Office of PTHE ATTORNEY GENERAL go (PTHE ATTORNEY GENERAL go (Data Struct of Colombia, [2030) Registered Mail # RF7782119105 Tafce: Rob Bonta, Fiduciary(ies), Co follise of Handmey General 1300 TF Street Go Office of Handmey General 1301 TF Street Registered Mail # RF7782119105 Registered Mail # RF778211911405 Taffer: Data Advance Mail # RF7782110508. Taffer: Advance, North Weat Weshington, District of Calombia, [2030] Registered Mail # RF778211405 Taffer: Bonta, Fiduciary(ies), Co lifter of Handmey General 1300 TF Street Registered Mail # RF778211405 Registered Mail # RF7782112805. Taffer: Advance, North Weat Weshington, District of Calombia, [2031] Registered Mail # RF778211405 Taffer: Advance, Mail # RF7782112805. Taffer: Advance, Mail # RF778211405. Taffer: Advance, Mail # RF7782112805. Taffer: Advance, Mail # RF7782112805. Taffer: Advance	1	an extension of time in which to answer the request for admission of facts and filed		
admitted as true. Failure to answer is well established in the court. Beasley v. U. 5 5, 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 WTTNESSES by way of Registered Mail with Misprision of Felony Obligations: 12 Tofce: James R. McHenry III. Pam Bondi. Agent(s) 13 950 FORE OF THE ATTORNEY GENERAL 14 Registered Mail # RF775821015 15 Tofce: Good Bondi, Fiduciary(ies), Cood of the Atomey Oreant 16 100 "F Street 17 Registered Mail # RF77582114US. 18 P 19 // 10 P Street 100 "F Street Washington, District of Coolombia [20530] Registered Mail # RF77582114US. Tofce: Rob Bonts, Fiduciary(ies) Coolombia [2024] 110 Coolfie of the Atomey General 100 "F Street	2	only an unsworn response within the time permitted," thus, under the specific		
 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). COPY of this ACTUAL AND CONSTRUCTIVE NOTICE sent to the following WITNESSES by way of Registered Mail with Misprision of Felony Obligations: Tatce lames R. McHenry III, Pam Bondi, Agent(s) C/0 OFFICE OF THE ATTORNEY CENERAL 980 (Confrict of the Attorney State and Mail # RF7782109105 Tatce: Rob Bonta, Fiduciary(ns), Co Office of the District of Colombia (20530) Registered Mail # RF7782109105 Tatce: Rob Bonta, Fiduciary(ns), Co Office of the Attorney General 180 (Colombia (20530) Registered Mail # RF7782109105 Tatce: Rob Bonta, Fiduciary(ns), Co Office of the Attorney General 180 (Colombia (20530) Registered Mail # RF7782109105 Tatce: Rob Bonta, Fiduciary(ns), Co Internal Revenue Service 1111 Constitution Avenue, North West Washington, District of Colombia (2024) Registered Mail # RF77821114US. Tatce: Rob Bonta, Fiduciary(ns), Co Internal Revenue Service 1111 Constitution Avenue, North West Washington, District of Colombia (2024) Registered Mail # RF77821128US. Image: Represented Mail # RF77821114US. Tatce: Rob Bonta, Fiduciary(ns), Co Internal Revenue Service 1111 Constitution Avenue, North West Washington, District of Colombia (2024) Registered Mail # RF77821128US. Image: Represented Mail # RF77821128US. Image:	3	provisions of Ark. and Fed. R. Civ. P. 36, the facts in question were deemed		
 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). COPY of this ACTUAL AND CONSTRUCTIVE NOTICE sent to the following WITNESSES by way of Registered Mail with Misprision of Felony Obligations: Tafce James R. McHenry III. Pam Bondi, Agent(s) C/o OFFICE OF THE ATTORNEY GENERAL go Parnsylvania Avenue Nw go Parnsylvani	4	admitted as true. Failure to answer is well established in the court. Beasley v. U.		
 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). COPY of this ACTUAL AND CONSTRUCTIVE NOTICE sent to the following WITNESSES by way of Registered Mail with Misprision of Felony Obligations: Tayce lanes R. McHenry III, Pam Bondi, Agent(s) C/O OFFICE OF THE ATTORNEY GENERAL 960 Orange Street 9	5	S., 81 F. Supp. 518 (1948)., "I, therefore, hold that the requests will be considered as		
 pleadings may be accepted as true by the trial court."Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976). COPY of this ACTUAL AND CONSTRUCTIVE NOTICE sent to the following WITNESSES by way of Registered Mail with Misprision of Felony Obligations: Totc: Totc: Rob Denta, Fiduciary(ies), C/o OFFCE OF THE ATTORNEY GENERAL generative de aditioning (2501) Registered Mail # RF77582109105 TotC:: Douglas O'Donnell, Agent(s), C/o Office of the Atomey General 1300 T'Stret Sacramento, Califonia (95814-2919) Registered Mail # RF7758211405. Washington, District of Colombia (20224) Registered Mail # RF7758211405. Y <	6	having been admitted." Also as previously referenced, "Statements of fact		
 N.W.2d 355 (Mich. 1976). COPY of this ACTUAL AND CONSTRUCTIVE NOTICE sent to the following WITNESSES by way of Registered Mail with Misprision of Felony Obligations: Totc:: Total and the properties of the atomey General 1000 (Co Office of the District Atomey 3060 Orange Street Riverside California [92501] Registered Mail # RF775821191U5 TatC:: Rob Bonta, Fiduciary(ies), Co Office of the Atomey General 1300 (Pr Street Street Mail # RF775821191U5 TatC:: Rob Bonta, Fiduciary(ies), Co Otheral Revenue Service (Co Internal Revenue Street Street Mail # RF775821191U5 TatC:: Rob Bonta, Fiduciary(ies), Co Otheral Revenue Service (Co Internal Revenue Street Combina [20224] Registered Mail # RF775821114U5. TatC:: Rob Bonta, Fiduciary(ies), Co Internal Revenue Service (Co Internal Revenu	7	contained in affidavits which are not rebutted by the opposing party's affidavit or		
 COPY of this ACTUAL AND CONSTRUCTIVE NOTICE sent to the following WITNESSES by way of Registered Mail with Misprision of Felony Obligations: Todce: James R. McHenry III, Pam Bondi, Agent(s) C/o OFFICE OF THE ATTORNEY GENERAL 990 Pennsylvania Avenue Nw Washington, District of Colombia, (20330) Registered Mail # RF775821091U5 Tat/C:: Rob Bonta, Fiduciary(ies), C/o Office of the Attorney 3960 Orange Street Niverside California (92501] Registered Mail # RF775821105US. Tat/C:: Rob Bonta, Fiduciary(ies), C/o Office of the Attorney 3960 Orange Street Niverside California (92501] Registered Mail # RF775821105US. Tat/C:: Rob Bonta, Fiduciary(ies), C/o Office of the Attorney General 1300 T[*] Street Sacramento, California (95814-2919) Registered Mail # RF775821114US. Mashington, District of Colombia (20224) Registered Mail # RF775821114US. J/ J/<!--</td--><td>8</td><td>pleadings <u>may</u> be accepted as true by the trial court."Winsett v. Donaldson, 244</td>	8	pleadings <u>may</u> be accepted as true by the trial court."Winsett v. Donaldson, 244		
 WITNESSES by way of Registered Mail with Misprision of Felony Obligations: Ta/CE: James R. McHenry III, Pam Bondi, Agent(s) C/o OFFICE OF THE ATTORNEY GENERAL 950 Pennsylvania Avenue Nw Washington, District of Colombia, [20530] Registered Mail # RF775821091US Ta/CE: Rob Bonta, Fiduciary(ies), C/o Office of the Attorney General 1300 'T' Street Sacramento, California [95814-2919] Registered Mail # RF775821114US. Ta/CE: No Bonta, Fiduciary(ies), C/o Internal Revenue Service 1111 Constitution Avenue, North West Sacramento, California [95814-2919] Registered Mail # RF775821114US. Ta/CE: No Bonta, Fiduciary(ies), C/o Internal Revenue Service 1111 Constitution Avenue, North West Sacramento, California [95814-2919] Registered Mail # RF775821128US. J/ J/<td>9</td><td>N.W.2d 355 (Mich. 1976).</td>	9	N.W.2d 355 (Mich. 1976).		
12 To/cc: James R. McHenry III, Pam Bondi, Agent(s) C/o OFFICE OF THE ATTORNEY GENERAL 950 Pennsylvania Avenue Nw Washington, District of Colombia [20330] Registered Mail # RF775821191U5 Tu/Cc: Michael Hestrin, Fiduciary(ies), C/o Office of the District Attorney 3960 Orange Street Riverside California [95501] Registered Mail # RF775821105US. 15 Tu/Cc: Rob Bonta, Fiduciary(ies), C/o Office of the Attorney General 1300 T ⁺ Street Sacramento, California [95814-2919] Registered Mail # RF775821114US. Tu/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. 18 // 19 // 20 // 21 // 22 // 23 // 24 // 25 // 26 // 27 // 28 //	10	COPY of this ACTUAL AND CONSTRUCTIVE NOTICE sent to the following		
C/o OFFICE OF THE ATTORNEY GENERAL Co Office of the District Attorney 950 Pennsylvania Avenue Nw 3960 Orange Street Washington, District of Colombia, [20530] Riverside California [92501] Registered Mail # RF775821091U5 Registered Mail # RF77582105US. To/Cc: Rob Bonta, Fiduciary(ies), C/o Office of the Attorney General 13 100 T ⁺ Street 14 Registered Mail # RF775821191US 15 To/Cc: Rob Bonta, Fiduciary(ies), C/o Office of the Attorney General 1111 Constitution Avenue, North West 16 1300 T ⁺ Street 17 Registered Mail # RF775821114US. 18	11	WITNESSES by way of Registered Mail with Misprision of Felony Obligations:		
 950 Pennsylvania Avenue Nw Washington, District of Colombia, [2030] Registered Mail # RF77582109US TatCe: Rob Bonta, Fiduciary(ies), C/o Office of the Atroney General 1300 "I" Street Sacramento, California [95814-2919] Registered Mail # RF77582114US. TatCe: Douglas O'Donnell, Agent(s), Fiduciary(ies) C/o Internal Revenue, Service 1111 Constitution Avenue, North West Washington, District of Colombia [20224] Registered Mail # RF77582114US. Registered Mail # RF77582112BUS. // /ul>	12			
14 Registered Mail # RF775821091US Registered Mail # RF775821105US. 15 Tm/Cc: Rob Bonta, Fiduciary(ies), C/o Office of the Attorney General 1300 "I" Street Sacramento, California [95814-2919] Registered Mail # RF775821114US. Tm/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 # RF775821114US. 18	13	950 Pennsylvania Avenue Nw 3960 Orange Street		
10 C/o Office of the Attorney General 1300 "I" Street C/o Internal Revenue Service 111 Constitution Avenue, North West Sacramento, California [958]4-2919] Washington, District of Colombia [20224] 17 Registered Mail # RF775821128US. 18	14			
16 1300 "I" Street 1111 Constitution Avenue, North West Sacramento, California [958]4-2919] Washington, District of Colombia [20224] Registered Mail # RF775821114US. Registered Mail # RF775821128US. 18 // 19 // 20 // 21 // 22 // 23 // 24 // 25 // 26 // 27 // 28 //	15			
17 Registered Mail # RF775821114US. Registered Mail # RF775821128US. 18 // 19 // 20 // 21 // 22 // 23 // 24 // 25 // 26 // 27 // 28 //	16	1300 "I" Street 1111 Constitution Avenue, North West		
19 // 20 // 21 // 22 // 23 // 24 // 25 // 26 // 27 // 28 //	17			
1 20 11 12 12 12 13 14 17 18 17 18 17 18 17 18 11 12 12 13 14 14 15 16 17 18 11 12 12 12 12 12 12 12 12 12 12 12 12 12 12 12 12	18			
1 // 21 // 22 // 23 // 24 // 25 // 26 // 27 // 28 //	19	//		
11 22 // 23 // 24 // 25 // 26 // 27 // 28 // -34 of 42-	20	//		
23 // 24 // 25 // 26 // 27 // 28 // -34 of 42-	21	//		
24 / 25 / 26 / 27 / 28 / -34 of 42-	22	//		
25 / 26 / 27 / 28 / -34 of 42-	23	//		
26 / 27 / 28 / -34 of 42-	24	//		
27 // 28 // -34 of 42-	25	//		
28 // -34 of 42-	26	//		
-34 of 42-	27	//		
	28	//		
NOTICE OF DEFAULT AND FRAUD, RACKFEERING, CONSERVET, DEFROMATION OF RUGHTS UNDER THE COLOR OF LAW, IDENTICE THEFT, EXTORTION, COERCION, TREASON				

Case	5:25-cv-00646-\	WLH-MAA	Document 1 Filed 03/11/25 ID #:193	Page 193 of 326 Page
	Self-I	Executing Contract and	d Security Agreement- Registered Mail #RF775821088US -	DATED: January 28, 2025
1			Invoice #	RIVSHERTREAS12312024
2		INV	OICE and/or TRUE	BILL
3	Dear Valued De		Respondent(s), Customer(s), Fiduc	
4	DEBTOR(S):		1 (),	
5	It has come U.S. Code, U.C.C,	e to OUR attent the Constitutio	ion that you are deemed guilty of multi on, and the law. You have or currently sti	ple felony crimes, violations of ll are threatening, extorting,
6	depriving, coercin	ıg, damaging, ir	njuring, and causing irreparable physica KER© ESTATE, ™WG EXPRESS TRUST®	al, mental, emotional, and
7	TRUST and its/the	eir beneficiary(ie 'ou remain in de	es), and their Fiduciary(ies), Trustee(s), E efault, dishonor, and have an outstandi	xecutor(s), Agent(s), and
8	-	U.S. Code § 1341 - Frat	uds and swindle :	\$10.000.000.00
9	2. 18 T	U.S. Code § 4 - Mispris	sion of felony	\$1.000.000.00
10		ofessional and persona eparing documents for	l fees and costs associated with this matter:	\$100,000,000.00
11	4. 15 t	U.S. Code § 2 - Monop	polizing trade a felony; penalty:	\$200,000,000.00
12	5. 18 T	U.S. Code § 241 - Cons	spiracy against rights:	\$9,000,000,000.00
13	6. 18 T	U.S. Code § 242 - Depr	rivation of rights under color of law:	\$9,000,000,000.00
14		U.S. C <mark>ode § 1344 - Ban</mark> ne and/or up to 30 yea		\$100,000,000.00
15		U.S. Code § 1122 - Liab strumentalities and offi	bility of United States and States, and icials thereof:	\$100,000,000,000.00
16		U.S. Code § 1 - Trusts, ne and/or up to 10 yea	etc., in restraint of trade illegal; penalty rs imprisonment):	\$900,000,000.00
17		U.S. Code § 1951 - Inte ne and/or up to 20 yea	erference with commerce by threats or violence ars imprisonment):	\$3,000,000,000.00
18			Protection of foreign officials, official guests, and	
19		ernationally protected		\$11,000,000.00
20	gue		us and extortion against foreign officials, official protected persons (fine and/or up to 20 years	\$500,000,000.00
21		•	iving the proceeds of extortion (fine and/or up to	\$500,000,000.00
22		ears imprisonment):		\$100,000,000.00
23	14. Use	e of ™KEVIN LEWIS	WALKER©: x 3	\$3,000,000.00
24	H		action, identity theft, extortion, 1, monopolization of trade and commerce,	
25	ban	nk fraud, threats, coerc	cion, identity theft, mental trauma, rauma. embezzlement, larceny, felony crimes,	
26	loss	s of time and thus enjo	oyable life, deprivation of rights under the color of law nst the Constitution, injury and damage:	\$777,075,000,000.00
27				Due: \$1,000,000,000,000.00 US
28				by 01/31/2025: <u>\$300,000,000.00 US</u>
~~			Total Due after 01 -35 of 42-	/31/2025: <u>\$1,000,000,000.000.00 US</u>
	NOTICE OF DEFAU	JLT AND FRAUD, RACKETEERI	-35 OI 42- ING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, ID	ENTITY THEFT, EXTORTION, COERCION, TREASON

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US - DATED: January 28, 2025

1

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

-36 of 42-

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

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US -- DATED: January 28, 2025

1

WORDS DEFINED GLOSSARY OF TERMS:

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

automobile: a passenger vehicle that does not transport persons for hire. This includes station wagons,
 sedans, vans, and sport utility vehicles. <u>See, California Vehicle Code (CVC) §465</u>.

5 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). <u>See CVC §260.</u>

8 3. motor vehicle: The term "motor vehicle" means every description of carriage or other contrivance
 9 propelled or drawn by mechanical power and used for commercial purposes on the highways in the
 10 transportation of passengers, passengers and property, or property or cargo. See 18 U.S. Code § 31 11 Definitions.

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

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.

-37 of 42-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 196 of 326 Page ID #:196

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US --- DATED: January 28, 2025

Of or relating to a single person or thing, as opposed to a group.— <u>See Black's Law Dictionary 4th, 7th,</u>

1 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.

NOTICE OF DEFAULT AND FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, ENTORTION, COERCION, TREASON

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 197 of 326 Page ID #:197

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US -- DATED: January 28, 2025

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

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

may: An auxiliary verb qualifying the meaning of another verb by expressing ability, competency,
liberty, permission, probability or contingency. – Regardless of the instrument, however, whether
constitution, statute, deed, contract or whatnot, courts <u>not</u> infrequently construe "may" as "shall" or
"must". – See Black's :aw 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.

-39 of 42-

NOTICE OF DEFAULT AND FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, ENTORTION, COERCION, TREASON

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 198 of 326 Page ID #:198

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US -- DATED: January 28, 2025

14. national: "foreign government", "foreign official", "internationally protected person", "international organization", "national of the United States", "official guest," and/or "non-citizen national." They all have the same meaning. See Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and 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 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 fraud: deceitful practice or Willful device, resorted to with intent to deprive another of his right, or in 16. 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. <u>See Black's Law Dictionary, 1st and 2nd Edition, pages 521-522 and 517 respectively.</u>

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. <u>See, Black's Law</u>
24 <u>Dictionary 1st Edition, page 2223.</u>

-40 of 42-NOTICE OF DEFAULT AND FRAUD, RACKFTEERING, CONSPIRACY, DEFRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON

- 25 //
- 26
- 27
- 28 //

ID #:199

Self-Executing Contract and Security Agreement- Registered Mail #RE775821088US - DATED: famous 28, 2025

COMMERCIAL OATH AND VERIFICATION:

2 County of Riverside

The State of California

1

3

4

11

12

13

14

15

21

22

23

24

25

28

Commercial Oath and Verification

I, <u>KEVIN WALKER</u>, 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 <u>28TH</u> day of <u>JANUARY</u> 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.

Bv

Keyin-Walker, Attorney In Fact, Secured Party, Executor, national, private bank(er) EIN # 9x-xxxxxx

Sui juris, By Special Limited Appearance,

Sui juris, By Special Limited Appearance,

Donnabelle Mortel (WITNESS)

Corey Walker (WITNESS)

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.

By:

26

27 //

OF DIFALT LAND RACK LINDING CONSTRUCT DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW DRIVED THEFT. IN TORTIC

Self-Executing Contract and Security Agreement- Registered Mail #RF775821088US -- DATED: January 28, 2025 **NOTICE:** 1 2 Using a notary on this document does *not* constitute any adhesion, *nor does it alter my* 3 status in any manner. The purpose for notary is verification and identification only and 4 not for entrance into any foreign jurisdiction. 5 6 7 JURAT: 8 A notary public or other officer completing this certificate 9 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. 10 State of Riverside) ss. 11 County of California Subscribed and sworn to (or affirmed) before me on this 28th day of January, 2025 by Kevin Walker proved 12 13 to me on the basis of satisfactory evidence to be the person(s) who appeared before me. 14 oyti Patel, Joytilatel JOYTI PATEL Notary public Notary Public - California 15 **Riverside** County Commission # 2407742 Seal: 16 My Comm. Expires Jul 8, 2026 17 18 19 20 21 22 23 24 25 26 27 28 -42 of 42-NOTICE OF DEFAULT AND FRAUD, RACKFTEERING, CONSFIRACY, DEFRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON

Case	5:25-cv-00646-WLH-MAA	-EXHit		Page 201 of 326	Page
	Self-Executing Contract and S	ecurity Agreement- Regist	ered Mail #RF775822582US –	– DATED: February 13, 2025	
1 2 3 4	From/Plaintiff: Kevin: Walker, su Executor, Authorized Representative, ™KEVIN WALKER© ESTATE, ™K c/o 30650 Rancho California Ro Temecula, California [92591] non-domestic without the <u>U</u> nited Email: <u>team@walkernovagroup</u> .	Secured Party, Mass EVIN LEWIS WA bad Suite #406-25 1 <u>S</u> tates	ter Beneficiary LKER© 51 ···· NOTIO	TE TO AGENT IS NOTICE TO PRINCI TO PRINCIPAL IS NOTICE TO AGI FING CONTRACT AND SECURITY AC	
5 6 7 8 9	To/Defendant(s)/Respondent(s): Greg Robert C V Bowman, George Reyes, Ro C/o SOUTHWEST JUSTICE CENTER 30755-D Auld Road Murrieta, California [92563] Registered Mail # RF775822582US Email: info@riversidesheriff.org / sshermar AFFIDAV	øbert Gell, Chad. <u>@law4cops.com</u>	C/o RIVERSIDE C 4095 Lemon Street Riverside, Califorr Registered Mail #	nia [92501] RF775822596US esheriff.org / ssherman@law?	
	NOTICE OF DEF				
10 11	NOTICE OF FRAUD, RACKE THE COLOR OF LAW, ID	FEERING , CON	SPIRACY, DEPRI	VATION OF RIGHT	S UNDER
12	Kevin: Walker, ™KEVIN ESTATE, ™KEVIN LEWI		CITATION/	BOND NO.: TE4	64702
13 14	WALKER©, ™KEVIN LEWI TRUST,		1. FRAUD 2. RACKETE 3. EMBEZZL		
15	Claimant(s)Plaintiff(s),	4. IDENTITY 5. CONPSIRA 6. DEPRIVAT		ER
16	<i>vs.</i> Chad Bianco, Gregory D	Eastwood,	COLOR OI 7. RECEIVIN	F LAW IG EXTORTION PROC	EEDS
17	Robert C V Bowman, Geo William Pratt, Robert Ge	orge Reyes,	8. FALSE PRI 9. EXTORTIO		
18	BIANCO, GREGORY D	EASTWOOD,	10. UNLAWFU	L IMPRISONMENT	
19	ROBERT C V BOWMAN PRATT, GEORGE REYE	•	12. KIDNAPPI 13. FORCED F		
20	GELL, RIVERSIDE COU SHERIFFS DEPARTMEN	NTY	14. MONOPOI	LIZATION OF TRADE	AND
21	Inclusive,		15. BANK FRA		
22	Defendant(s)/I	Respondent(s).	PROPERT	Y, MONEY, & SECURI RED AND STIPULATEI	TIES
23			TRILLION	NED AND STILULATE N DOLLAR (\$1,000,000,0 ONT AND LIEN.	
24					
25	COMES NOW, Claimant(s)/Plaintiff(s)	™KEVIN WAL k	KER© ESTATE and	l
26	™KEVIN LEWIS WALKEI	R© and ™KEV	VIN WALKER© I	IRR TRUST, (herei	nafter
27	"Plaintiffs"), by and throu	gh their Attori	ney-In-Fact, Kev	in: Walker, who is	5
28	proceeding <i>sui juris, In Pr</i>	opria Persona	(pro per), and by	Special Limited	
			of 41-		
	NOTICE OF DEFAULT AND OPPORTUNITY TO CURE <u>AND</u> NOTICE C	F FRAUD, RACKETEERING, CONSPIRAC	Y, DEPRIVATION OF RIGHTS UNDER THE COL	LOR OF LAW, IDENTITY THEFT, EXTORTION, COERC	10N, KIUNAPPING

Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US - DATED: February 13, 2025

Appearance. Kevin is a natural freeborn Sovereign and state Citizen of California 1 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 the De'Jure Constitution for the United States 1777/1789. 4 5 Claimant(s)/Plaintiff(s), acting through their Attorney(s)-in-Fact, assert their *unalienable* right to <u>contract</u>, as secured by **Article I**, **Section 10** of the 6 7 **Constitution**, which states: "No <u>State shall...</u> pass any Law impairing the Obligation of **Contracts**." and thus which *prohibits* states from impairing the obligation of 8 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 'Attorney-In-Fact,' and any private contract existing between Plaintiffs and 11 Defendants. A copy of the 'Affidavit: Power of Attorney In Fact,' is attached hereto 12 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 – rights that predate the formation of the state and remain safeguarded by due 15 process of law. 16 **Constitutional Basis:** 1. 17 Plaintiffs assert that their private rights are secured and protected under the 18 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*. He owes no such duty [to submit his books and papers for an examination] to the 24 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 antecedent to the organization of the State, and can only be taken from him by due 27 28 process of law, and in accordance with the Constitution. Among his rights are a -2 of 41-NOTICE OF DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COFFICION, KIDNAPPING

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 203 of 326 Page ID #:203

Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US - DATED: February 13, 2025

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." – <i>Miranda v</i> .
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	Plair	tiffs respectfully assert and affirm that:
26	•	The Supremacy Clause of the Constitution of the <u>U</u> nited <u>S</u> tates (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
	NOT	-3 of 41-
	Sofi	So DEFINITION FOR COMPANY TO COMPANY OF THE OFFENDER DEFINITION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORITON, COERCION, RIDNAPPING

1

2

3

4

5

6

7

8

9

Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US - DATED: February 13, 2025

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.

10 III. NOTICE OF DEFAULT and OPPORTUNITY TO CURE

This affidavit contract and security agreement, serves as formal NOTICE OF
DEFAULT and OPPORTUNITY TO CURE, concerning Contract/Bond/Ticket
Number TE464702, which was conditionally accepted contingent upon proof of the
conditions set forth herein, governed by the principles of contract law, legal
maxims, common law, and the Uniform Commercial Code (UCC), including but
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 ™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©, ™KEVIN WALKER© 19 **IRR TRUST**. Affiant hereby states that he is of legal age and competent to state on 20 belief and first hand personal knowledge that the facts set forth herein as duly 21 noted below are true, correct, complete, and presented in **good faith**, regarding the 22 coerced and extorted commercial contract <u>OFFER</u>/CONTRACT/TICKET/BOND 23 #TE464702, listed under ™KEVIN LEWIS WALKER©, pertaining to the private 24 trust property and private automobile hereafter referred to as "Private Property". 25 ****** Notice of Administrative Process ****** IV. 26 This VERIFIED Affidavit, NOTICE, and SELF-EXECUTING CONTRACT 27 SECURITY AGREEMENT concerns Defendant(s)/Respondent(s)/You, Chad 28

NOTICE OF DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF FRAUD, BACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS INDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 205 of 326 Page ID #:205

Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US --- DATED: February 13, 2025

1 Bianco, Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, 2 CHAD BIANCO, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE REYES, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, Does 3 1-100 Inclusive, and their blatant bad faith acts of fraud, racketeering, conspiracy, 4 5 threats and extortion against foreign officials, official guests, or internationally protected persons, extortion, embezzlement, larceny, coercion, identity theft, 6 7 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, 8 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 law, monopolization of trade and commerce, and intentional and willful and 11 <u>intentional</u> trespass and infringement of the ™KEVIN LEWIS WALKER© 12 trademark, trade name, patent and copyright. 13

14 As with any administrative process, You/Defendant(s)/Respondent(s), 15 Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, 16 GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS 17 DEPARTMENT, Does 1-100 Inclusive may controvert the statements and/or claims 18 19 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 20 D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, 21 22 GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, Does 23 1-100 or other designated officer of the corporation with evidence in support by 24 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. *** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT*** : 27 Again for the record, this contract, received and accepted per the mailbox 28

Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US - DATED: February 13, 2025

<u>rule</u>, is self-executing and serves as a SECURITY AGREEMENT, and establishes 1 a lien, Authorized by You/They/the DEBTOR(S). Acceptance of this contract is 2 deemed to occur at the moment it is dispatched via mail, in accordance with the 3 mailbox rule established in common law. Under this rule, an acceptance becomes 4 5 effective and binding once it is properly addressed, stamped, and placed in the control of the postal service, as supported by Adams v. Lindsell (1818) 106 ER 250. 6 Furthermore, as a self-executing agreement, this contract creates immediate and 7 enforceable obligations without the need for further action, functioning also as a 8 9 SECURITY AGREEMENT under Article 9 of the Uniform Commercial Code (UCC). *** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT***: 10 **Contract Agreement Terms of Conditional Acceptance:** 11 **Plain Statement of Facts** V. 12 KNOW ALL MEN BY THESE PRESENT, that I, Kevin: Walker, 13 proceeding sui juris, In Propia Persona, by Special Limited Appearance, a 14 man upon the land, a follower of the Almighty Supreme Creator, first and 15 foremost and the laws of man when they are not in conflict (Leviticus 18:3, 4) 16 Pursuant to Matthew 5:33 – 37 and James 5:12, let my yea mean yea and my 17 nay be nay, as supported by Federal Public Law 97-280, 96 Stat.1211, depose 18 and say that I, Kevin: Walker over 18 years of age, being competent to testify 19 and having first hand knowledge of the facts herein declare (or certify, 20 verify, affirm, or state) under penalty of perjury under the laws of the United 21 **States of America** that the following is true and correct, to the best of my 22 understanding and belief, and in good faith: 23 1. I, Kevin: Walker, proceeding sui juris, In Propria Persona, by Special Limited 24 Appearance, herby state again for the record that I explicitly reserve all my 25 rights and waive absolutely none. See U.C.C. § 1-308. 26 2. I, Kevin: Walker, proceeding sui juris, In Propria Persona, by Special 27 Limited Appearance, herby invoke equity and fairness. 28

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 207 of 326 Page ID #:207

Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US --- DATED: February 13, 2025

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

4. I, Kevin: Walker, proceeding sui juris, In Propria Persona, by Special
Limited Appearance, herby declare, state, verify, and affirm for the record
that the 'commercial' and 'for hire' Driver's License/Contract/Bond #
B6735991 has been canceled, revoked, terminated, and liquidated, as
evidenced by instructions and notice accepted by Steven Gordon, with the
California Department of Motor Vehicles," as <u>evidenced</u> by 'Affidavit of
Truth' Registered Mail #RF661447751US.

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

Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US --- DATED: February 13, 2025

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

1

2

3 6. I reserve my natural common law right not to be compelled to perform under any contract that I did not enter into knowingly, voluntarily, and 4 5 intentionally. And furthermore, I do not accept the liability associated with the compelled and pretended "benefit" of any hidden or unrevealed contract or 6 7 commercial agreement. As such, the hidden or unrevealed contracts that 8 supposedly create obligations to perform, for persons of subject status, are inapplicable to me, and are null and void. If I have participated in any of the 9 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 Contract and Security Agreement is prima facie evidence of fraud, 14 15 racketeering, indentity theft, treason, breach of trust and fiduciary duties, extortion, coercion, deprivation of rights under the color of law, conspiracy to 16 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, treason, tax evasion, bad faith actions, dishonor, injury and damage to Affiant 21 and proof of claim. See United States v. Kis, 658 F.2d, 526 (7th Cir. 1981)., 22 "Appellee had the burden of first proving its prima facie case and could do so 23 by affidavit or other evidence." 24 **UNLAWFUL DETAINMENT AND ARREST while Traveling** 25 in Private Automobile 26 8. On December 31, 2024, at approximately 9:32am I, Kevin: Walker, sui juris, was 27 traveling privately in my private automobile, displaying a 'PRIVATE' plate, 28 -8 of 41-NOTICE OF DEPAULT AND OPPORTUNITY TO CURE AND NOTICE OF FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, ENTORTION, COERCION, ADDNAPPING

Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US - DATED: February 13, 2025

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 natinoal/national, privately
10	<u>traveling</u> in My <u>private</u> 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 <u>trust property</u> was not in <i>any</i> 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
	-9 of 41-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 210 of 326 Page ID #:210

	Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US DATED: February 13, 2025
1	information added to the CITATION/CONTRACT was done so in fraud,
2	without consent, full disclosure, and thus is <i>void ab initio</i> .
3	15. I, Kevin: Walker, sui juris, should never have been stopped exercising my right
4	to travel, in a <u>private</u> 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 <u>on the record</u> 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>U.S. Supreme Court</u> , establishes that <u>any</u> evidence obtained as a result of an
28	unlawful stop or detainment is tainted and inadmissible in <u>any</u> subsequent
	-10 of 41-

Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US --- DATED: February 13, 2025

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 <i>void ab initio</i> . 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. <u>CONDITIONAL ACCEPTANCE</u> upon proof
10	All statements, claims, offer, terms presented in your coerced and extorted OFFER
11	(#TE464702) are <u>CONDITIONALLY ACCEPTED</u> 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 <u>commercial</u>
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
	-11 of 41-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 212 of 326 Page ID #:212

		Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US DATED: February 13, 2025
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 <u>NOT</u> 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 <u>private</u> "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 <u>private</u> individuals utilizing <u>private</u>
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 <i>valid</i>
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 <i>full and complete disclosure</i> . 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, <i>sui juris, In Propria Persona</i> , does <u>NOT</u> possess
23		the <i>unalienable</i> inherent, unalienable right to travel in His private
24		automobile/private transport, free of harassment, tresspass, 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
		-12 of 41-

H

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 213 of 326 Page ID #:213

Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US - DATED: February 13, 2025 purposes of gain is special and extraordinary which, generally at least, the 1 2 legislature may prohibit or condition as it sees fit." See, <u>Stephenson vs. Rinford</u>, 287 US 251; Pachard vs Banton, 264 US 140, and cases cited; Frost and F. 3 Trucking Co. vs. Railroad Commission, 271 US 592; Railroad commission vs. 4 5 Inter-City Forwarding Co., 57 SW.2d 290; Parlett Cooperative vs. Tidewater Lines, 164 A. 313. 6 10. Upon Proof from You/Defendant(s)/Respondent(s) that a vehicle NOT used for 7 commercial activity is NOT a "consumer good, and ... it IS a type of vehicle 8 required to be registered and "use tax" paid of which the tab is evidence of 9 receipt of the tax. See, Bank of Boston vs Jones, 4 UCC Rep. Serv. 1021, 236 A2d 10 484, UCC PP 9-109.14. 11 11. Upon Proof from You/Defendant(s)/Respondent(s) that the entirety of this 12 13 transaction does not constitute a "commercial" matter under applicable law. 12. Upon Proof from You/Defendant(s)/Respondent(s) that, 'the claim and 14 exercise of a constitutional right CAN be converted into a crime.' See, Miller v. 15 <u>U.S., 230 F 2d 486, 489.</u> 16 13. Upon Proof from You/Defendant(s)/Respondent(s) that, the owner 17 DOES NOT have constitutional right to use and enjoyment of his 18 property." See, Simpson v. Los Angeles (1935), 4 C.2d 60, 47 P.2d 474. 19 14. Upon Proof from You/Defendant(s)/Respondent(s) that private men and 20 women are required to give up their right to "travel," for the purported 21 "benefit" and privilege of "driving" a "motor vehicle." 22 15. Upon Proof from You/Defendant(s)/Respondent(s) that <u>28 U.S. Code §</u> 23 <u>3002(15) - Definitions</u> does <u>NOT</u> stipulate, "<u>U</u>nited <u>States</u>" means – (A) a Federal 24 corporation; (B) an agency, department, commission, board, or other entity of 25 the United States; or (C) an instrumentality of the United States. 26 16. Upon Proof from You/Defendant(s)/Respondent(s) that Title 8 U.S. Code 27 1101(a)(22) - Definition, does NOT expressly stipulates, " (22) The term 28 -13 of 41-NITY TO CURE AND NOTICE OF FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, ENTORTION, COERCION, KIDNAPPING

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 214 of 326 Page ID #:214

1

2

3

21

Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US - DATED: February 13, 2025

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

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

17 18. Upon Proof from You/Defendant(s)/Respondent(s) that All laws which are
 repugnant to the Constitution are NOT null and void. See, <u>Chief Justice</u>

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"

was NOT CANCELED, TERMINATED, REVOKED, and LIQUIDATED,

DRIVER'S LICENSE <u>CONTRACT</u> and AGREEMENT BOND #B6735991

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

- and affidavit titled, 'AFFIDAVIT RIGHT TO TRAVEL CANCELLATION,
- 28 TERMINATION, AND REVOCATION of COMMERCIAL "For Hire"

Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US -- DATED: February 13, 2025 DRIVER'S LICENSE CONTRACT and AGREEMENT. LICENSE/BOND # 1 B6735991. A true and correct copy attached hereto as Exhibit D and 2 3 incorporated herein by reference. 20. Upon Proof from You/Defendant(s)/Respondent(s) that it WAS NOT 4 noted in Land v. Dollar, 338 US 731 (1947), "that when the government 5 entered into a **commercial** field of activity, it **left immunity behind**." This 6 7 principle is further affirmed in *Brady v. Roosevelt*, 317 U.S. 575 (1943); FHA v. Burr, 309 U.S. 242 (1940); and Kiefer v. RFC, 306 U.S. 381 (1939). 8 21. Upon Proof from You/Defendant(s)/Respondent(s) that it was NOT 9 established under the Clearfield Doctrine, as articulated in Clearfield Trust 10 Co. v. United States, 318 U.S. 363 (1943), that when the government engages 11 12 in commercial or proprietary activities, it sheds its sovereignty and is subject to the same rules and liabilities as any private corporation. 13 VII. LEGAL STANDARDS, MAXIMS, and PRECEDENT 14 In support of this Affidavit and Notice and Self-Executing Contract and 15 Security Agreement Affiant cites the following established legal standards, 16 legal maxims, precedent, and principles: 17 **Use defines classification:** 18 1. It is well established law that the highways of the state are public property, 19 and their primary and preferred use is for private purposes, and that their use 20 for purposes of gain is special and extraordinary which, generally at least, the 21 legislature may prohibit or condition as it sees fit." Stephenson vs. Rinford, 287 22 US 251; Pachard vs Banton, 264 US 140, and cases cited; Frost and F. Trucking 23 Co. vs. Railroad Commission, 271 US 592; Railroad commission vs. Inter-City 24 Forwarding Co., 57 SW.2d 290; Parlett Cooperative vs. Tidewater Lines, 164 A. 25 313 26 27 2. The California Motor Vehicle Code, section 260: Private cars/vans etc. not in commerce / for profit, are immune to registration fees: 28

-15 of 41-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 216 of 326 Page ID #:216

Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US - DATED: February 13, 2025

(a) A "commercial vehicle" is a vehicle of a type <u>REQUIRED</u> 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".

3. (c) "a vanpool vehicle is not a **commercial** vehicle."

1

2

6

7 3. <u>18 U.S. Code § 31 - Definition</u>, expressly stipulates, "The term "motor vehicle" 8 means every description of carriage or other contrivance propelled or drawn by mechanical power and used for commercial purposes on the highways in the 9 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 type of vehicle **required** to be registered and "use tax" paid of which the tab is 12 evidence of receipt of the tax." Bank of Boston vs Jones, 4 UCC Rep. Serv. 1021, 13 236 A2d 484, UCC PP 9-109.14. 14

15 5. "The 'privilege' of using the streets and highways by the operation thereon of
motor carriers <u>for hire</u> can be acquired only by permission or license from the
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

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.

8. 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 means that they
"must" exempt them." State v. Johnson, 243 P. 1073; 60 C.J.S. section 94 page 581.

-16 of 41-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 217 of 326 Page ID #:217

Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US - DATED: February 13, 2025 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 9-109(1) or ``equipment" under UCC 9-109(2)." Grimes v Massey Ferguson, Inc., 3 23 UCC Rep Serv 655; 355 So.2d 338 (Ala., 1978). 4 10. "Under UCC 9-109 there is a real distinction between goods purchased for 5 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 considered as determinative." James Talcott, Inc. v Gee, 5 UCC Rep Serv 1028; 8 266 Cal.App.2d 384, 72 Cal.Rptr. 168 (1968). 9 10 11. "The classification of goods in UCC 9-109 are mutually exclusive." McFadden v Mercantile-Safe Deposit & Trust Co., 8 UCC Rep Serv 766; 260 Md 601, 273 11 A.2d 198 (1971). 12 12. "The classification of ``goods" under [UCC] 9-109 is a question of fact." 13 14 Morgan County Feeders, Inc. v McCormick, 18 UCC Rep Serv 2d 632; 836 P.2d 15 1051 (Colo. App., 1992). 13. "The definition of ``goods" includes an automobile." Henson v Government 16 17 Employees Finance & Industrial Loan Corp., 15 UCC Rep Serv 1137; 257 Ark 18 273, 516 S.W.2d 1 (1974). 14. "No State government entity has the power to allow or deny passage on 19 the highways, byways, nor waterways... transporting his vehicles and 20 personal property for either recreation or business, but by being subject 21 only to local regulation i.e., safety, caution, traffic lights, speed limits, etc. 22 Travel is not a privilege requiring, licensing, vehicle registration, or 23 forced insurances." Chicago Coach Co. v. City of Chicago, 337 Ill. 200, 169 24 N.E. 22. 25 <u>The RIGHT to Travel is not a Privilege:</u> 26 15. The fundamental Right to travel is NOT a Privilege, it's a gift granted by your 27 Creator and restated by our founding fathers as Unalienable and cannot be taken 28 -17 of 41-NOTICE OF FRAUD, EACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCIO

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 218 of 326 Page ID #:218

Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US - DATED: February 13, 2025

- by any Man / Government made Law or color of law known as a private "Code"
 (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.
- 20. "Even the legislature has no power to deny to a citizen the right to travel upon
 the highway and transport his property in the ordinary course of his business or
 pleasure, though this right may be regulated in accordance with public interest
 and convenience. *Chicago Coach Co. v. City of Chicago*, 337 Ill. 200, 169 N.E. 22,
 206.

21 21. "... It is now universally recognized that the state does possess such power [to impose such burdens and limitations upon private carriers when using the 22 public highways for the transaction of their business] with respect to common 23 carriers using the public highways for the transaction of their business in the 24 transportation of persons or property for hire. That rule is stated as follows by 25 the supreme court of the United States: 'A citizen may have, under the 26 fourteenth amendment, the right to travel and transport his property upon them 27 (the public highways) by auto vehicle, but he has no right to make the 28

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 219 of 326 Page ID #:219

Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US - DATED: February 13, 2025

highways his place of business by using them as a common carrier for hire. 1 2 Such use is a privilege which may be granted or withheld by the state in its discretion, without violating either the due process clause or the equal 3 protection clause.' (Buck v. Kuykendall, 267 U. S. 307 [38 A. L. R. 286, 69 L. Ed. 4 5 623, 45 Sup. Ct. Rep. 324]. 22. "The right of a citizen to travel upon the highway and transport his property 6 thereon in the ordinary course of life and business differs radically an 7 8 obviously from that of one who makes the highway his place of <u>business</u> and uses it for private gain, in the running of a stage coach or omnibus. The former is 9 the usual and ordinary right of a citizen, a right common to all; while the latter is 10 special, unusual and extraordinary. As to the former, the extent of legislative 11 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 fundamental in character, is recognized by all the authorities." 15 23. "Even the legislature has no power to deny to a citizen the right to travel upon 16 17 the highway and transport his/her property in the ordinary course of his business or pleasure, though this right may be regulated in accordance with the 18 public interest and convenience." ["regulated" means traffic safety enforcement, 19 stop lights, signs etc.]-Chicago Motor Coach v. Chicago, 169 NE 22. 20 21 24. "The claim and exercise of a constitutional right cannot be converted into a crime." – Miller v. U.S., 230 F 2d 486, 489. 22 25. "There can be no sanction or penalty imposed upon one because of this exercise 23 of constitutional rights." - Sherar v. Cullen, 481 F. 945 24 26. The right of the citizen to travel upon the highway and to transport his property 25 thereon, in the ordinary course of life and business, differs radically and obviously 26 from that of one who makes the highway his place of business for private gain in the 27 28 running of a stagecoach or omnibus." – State vs. City of Spokane, 186 P. 864. -19 of 41-NOTICE OF DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF FRAUD. RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, DENTITY THEFT, EXTORTION, COFFECION, KIDNAPPING

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 220 of 326 Page ID #:220

Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US - DATED: February 13, 2025

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 <u>Fifth Amendment</u> . This Right was emerging as
22	early as the Magna Carta." — <u>Kent vs. Dulles</u> , 357 US 116 (1958).
23	31. "The state cannot diminish Rights of the people." – <u>Hurtado vs. California</u> , 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
	-20 of 41-

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	//				
	-21 of 41-				

NOTICE OF DEPAULT AND OPPORTUNITY TO CURE AND NOTICE OF FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, DEVITIY THEFT, EVTORTION, COERCION, KIDNAPPING

38. "Judges not only can be sued over their official acts, but could be held liable for 1 injunctive and declaratory relief and attorney's fees." Lezama v. Justice Court, 2 A025829. 3 39. "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 40. "All are presumed to know the law." San Francisco Gas Co. v. Brickwedel 6 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 law excuses no one." Daniels v. Dean (1905), 2 C.A. 421, 84 P. 332. 12 13 42. "the people, not the States, are sovereign." – Chisholm v. Georgia, 2 Dall. 419, 2 U.S. 419, 1 L.Ed. 440 (1793). 14 43. ALL ARE EQUAL UNDER THE LAW. (God's Law - Moral and Natural Law). 15 Exodus 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40; Luke 10:17; Col. 16 3:25. "No one is above the law". 17 44. IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE 18 19 **EXPRESSED.** (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). -- Legal maxim: "To lie is to go against the mind." 20 45. IN COMMERCE TRUTH IS SOVEREIGN. (Exodus 20:16; Ps. 117:2; John 8:32; 21 II Cor. 13:8) Truth is sovereign -- and the Sovereign tells only the truth. 22 46. TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT. (Lev. 5:4-5; Lev. 23 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 COMMERCE. (12 25 Pet. 1:25; Heb. 6:13-15;). "He who does not deny, admits." 26 **48. AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN** 27 COMMERCE. (Heb. 6:16-17;). "There is nothing left to resolve. 28 -22 of 41-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 223 of 326 Page ID #:223

Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US - DATED: February 13, 2025 1 2. At no point in time were DefendantS/Respondents presented with a 2 CALIFORNIA DRIVER'S LICENSE (COMMERCIAL CONTRACT), and any information added to the CITATION/CONTRACT was done so in fraud, without 3 consent, full disclosure, and thus is *void ab initio*. 4 1. WORKMAN IS WORTHY OF HIS HIRE. The first of these is expressed in 5 Exodus 20:15; Lev. 19:13; Mat. 10:10; Luke 10"7; II Tim. 2:6. Legal maxim: "It is 6 7 against equity for freemen not to have the free disposal of their own property." 2. HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT. (Book 8 of Job; Mat. 10:22) -- Legal maxim: "He who does not repel a wrong when he can 9 occasions it." 10 11 Executed "without the United States" in compliance with 28 USC § 1746. 12 **FURTHER AFFIANT SAYETH NOT.** 13 14 VIII. Some Relevant U.C.C. Sections and Application 15 1. U.C.C. § 1-308 - Reservation of Rights: 16 This section ensures that acceptance of an offer under duress or coercion does 17 18 not waive any rights or defenses. By invoking U.C.C. § 1-308, Claimant(s)/ Plaintiff(s) asserts that any compliance with your offer is made with *explicit* 19 reservation of rights, preserving <u>all</u>legal remedies. 20 2. U.C.C. § 2-204 – Formation in General: 21 This section establishes that a contract can be formed in any manner sufficient to 22 show agreement, including conduct. By issuing the citation (an implied offer to 23 contract), You/Dedenfant(s)/Respondent(s), have initiated a contractual 24 relationship, which has been conditionally accepted with <u>new terms herein</u>. 25 3. U.C.C. § 2-206 – Offer and Acceptance in Formation of Contract: 26 Under this section, an offer can be accepted in any reasonable manner. By 27 conditionally accepting the citation and dispatching this notice via USPS 28 -23 of 41-TICE OF FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, ENTORTION, COERCION, KIDNAPPIN, NOTICE OF DEFAULT AND OPPORTUNITY TO CURE AND

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

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

This provision ensures that the terms of this conditional acceptance supplement the original terms of the citation. By including these conditions, the issuing 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:

This section allows common law principles to supplement the UCC. Under the 10 doctrine of equity and fair dealing, failure to provide the requested proof 11

constitutes bad faith and silent acquiescence, tacit agreement, and tacit 12

13 procuration to all of the the fact and terms stipulated in this Affidavit Notice and Self-Executing Contract and Security Agreement. 14

IX. Terms, Legal, and Procedural Basis 15

1. Mailbox/Postal Rule: 16

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

23

5

6

7

2. Offer and Acceptance:

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

-24 of 41-

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

specified timeframe constitutes unequivocal acceptance of service through thesemeans.

8

9

X. <u>DEFENDANTS' ACTIONS AS ACTS OF WAR AGAINST</u> <u>THE THE PEOPLE AND THE CONSTITUTION</u>

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.

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:

- Violation of the Plaintiffs' Unalienable Rights: The defendants have deprived the plaintiffs of life, liberty, and property without due process of law, as guaranteed 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.
- 3. Treasonous Conduct: Pursuant to Article III, Section 3, treason against the United
 States is defined as levying war against them or adhering to their enemies, giving

NOTICE OF FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, SIDNAPPIN

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

B. Acts of Aggression and Tyranny

1

2

3

4

5

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 under the Constitution. As stated in the Declaration of Independence, whenever 8 any form of government becomes destructive of the unalienable rights of the 9 people, it is the right of the people to alter or abolish it. The defendants, through 10 11 their actions, have positioned themselves as adversaries to this principle, 12 attempting to replace the rule of law with arbitrary and unlawful dictates. **C.** Weaponizing Authority to Oppress 13

The defendants' intentional misuse of their authority to act against the interests of the Constitution and its <u>C</u>itizens 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.

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

NOTICE OF DEFAULT AND OPPORTUNITY TO CURE AND NOTICE

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

-26 of 41-

RAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, ENTORTION, COERCION, KIDNAPPING

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

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

5 Plaintiffs' incorporation of "bare statutes" does NOT exonerate Defendants; rather, it serves as evidence of Defendants' guilt, which they have already undisputedly admitted through 6 7 their actions and lack of rebuttal to any affidavits, which they have a duty to respond to. The invocation of bare statutes merely underscores the necessity for Plaintiffs to compel a 8 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

behavior, alongside that of their counsel, reflects an attitude of being above the law, furthersolidifying their guilt.

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

24

3

4

XII. <u>RESPONSE DEADLINE: REQUIRED WITHIN THREE (3) DAYS:</u>

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

ITY TO CURE AND NOTICE OF FRAUD, RACKETEERING, CONSPIRACY DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT ENTORTION, CORRECTON, RIDNAPPING

such as, "not applicable" or equivalent, statements of counsel and other 1 2 declarations by third parties that lack first-hand knowledge of the facts, and/ or responses lacking verification, all such responses being legally insufficient 3 to controvert the verified statements herewith. See Sieb's Hatcheries, Inc and 4 Beasley, Supra. Failure to respond can result in your acceptance of personal 5 liability external to qualified immunity and waiver of any decision rights of 6 remedy. 7 XIII. FAILURE TO RESPOND AND/OR PERFORM, REMEDY, AND 8 **SETTLEMENT** 9 If You/Defendant(s)/Respondent(s) fail to respond and perform within 10 three (3) days of receiving this Affidavit Notice and Self-Executing Contract 11 and SecurityAgreement and CONDITIONAL ACCEPTANCE, with verified 12 evidence of the above accompanied by an affidavit, sworn under the penalty 13 of perjury, as required by law, You/Defendant(s)/Respondent(s), Gregory D 14 Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, 15 GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, 16 GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS 17 DEPARTMENT, Does 1-100, You/Defendant(s)/Respondent(s) individually 18 and collectively fully agree that you must act in good faith and accordance 19 with the Law, cease all conspiracy, fraud, identity theft, embezzlement, 20 deprivation under the color of law, extortion, embezzlement, bank fraud, 21 harassment, conspiracy to deprive, and other violations of the law, and 22 TERMINATE these proceeding immediately, and pay the below mentioned 23 Three Hundred Million Dollar Restitution and Settlement payment, and 24 releasing all special deposit funds and/or Credits due to Affiant and/or 25 Complainant(s)/Plaintiff(s). 26 Three Hundred Million (\$300,000,000.00 USD) Restitution XIV. 27 Settlement Payment REQUIRED 28 -28 of 41-NOTICE OF DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, ENTORTION, COERCION, KIDNAPPING

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 <u>verified</u> 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 ™WG EXPRESS
12	TRUST©, ™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©, and/or
13	™KEVIN WALKER© IRR TRUST: Complainant(s)/Plaintiff(s).
14	XV. <u>One Trillion Dollar (\$1,000,000,000,000.00 USD)</u>
15	Default Judgement and Lien
15 16	Default Judgement and Lien If You/Defendant(s)/Respondent(s) fail to respond and perform within
16	If You/Defendant(s)/Respondent(s) fail to respond and perform within
16 17 18	If You/Defendant(s)/Respondent(s) fail to respond and perform within three (3) days from the date of receipt of this communication, as
16 17 18	If You/Defendant(s)/Respondent(s) fail to respond and perform within three (3) days from the date of receipt of this communication, as <u>contractually required</u> , You/Defendant(s)/Respondent(s) hereby
16 17 18 19	If You/Defendant(s)/Respondent(s) fail to respond and perform within three (3) days from the date of receipt of this communication, as <u>contractually required</u> , You/Defendant(s)/Respondent(s) hereby individually and collectively, fully agree, that the entire amount evidenced
16 17 18 19 20	If You/Defendant(s)/Respondent(s) fail to respond and perform within three (3) days from the date of receipt of this communication, as <u>contractually required</u> , You/Defendant(s)/Respondent(s) hereby individually and collectively, fully agree, that the entire amount evidenced and itemized in Invoice #RIVSHERTREAS12312024, totaling One Trillion
16 17 18 19 20 21	If You/Defendant(s)/Respondent(s) fail to respond and perform within three (3) days from the date of receipt of this communication, as <u>contractually required</u> , You/Defendant(s)/Respondent(s) hereby individually and collectively, fully agree, that the entire amount evidenced and itemized in Invoice #RIVSHERTREAS12312024, totaling One Trillion Dollars (\$1,000,000,000,000.00), shall become immediately due and payable
 16 17 18 19 20 21 22 	If You/Defendant(s)/Respondent(s) fail to respond and perform within three (3) days from the date of receipt of this communication, as <u>contractually required</u> , You/Defendant(s)/Respondent(s) hereby individually and collectively, fully agree, that the entire amount evidenced and itemized in Invoice #RIVSHERTREAS12312024, totaling One Trillion Dollars (\$1,000,000,000,000,000), shall become immediately due and payable in full.
 16 17 18 19 20 21 22 23 	If You/Defendant(s)/Respondent(s) fail to respond and perform within three (3) days from the date of receipt of this communication, as <u>contractually required</u> , You/Defendant(s)/Respondent(s) hereby individually and collectively, fully agree, that the entire amount evidenced and itemized in Invoice #RIVSHERTREAS12312024, totaling One Trillion Dollars (\$1,000,000,000,000), shall become immediately due and payable in full. Furthermore, if You/Respondent(s)/Defendant(s), fail to respond and
 16 17 18 19 20 21 22 23 24 	If You/Defendant(s)/Respondent(s) fail to respond and perform within three (3) days from the date of receipt of this communication, as <u>contractually required</u> , You/Defendant(s)/Respondent(s) hereby individually and collectively, fully agree, that the entire amount evidenced and itemized in Invoice #RIVSHERTREAS12312024, totaling One Trillion Dollars (\$1,000,000,000,000,000), shall become immediately due and payable in full. Furthermore, if You/Respondent(s)/Defendant(s), fail to respond and perform within three (3) days from the date of receipt of this communication,
 16 17 18 19 20 21 22 23 24 25 	If You/Defendant(s)/Respondent(s) fail to respond and perform within three (3) days from the date of receipt of this communication, as <u>contractually required</u> , You/Defendant(s)/Respondent(s) hereby individually and collectively, fully agree, that the entire amount evidenced and itemized in Invoice #RIVSHERTREAS12312024, totaling One Trillion Dollars (\$1,000,000,000,000,000), shall become immediately due and payable in full. Furthermore, if You/Respondent(s)/Defendant(s), fail to respond and perform within three (3) days from the date of receipt of this communication, You/Defendant(s)/Respondent(s), <u>individually and collectively</u> , admit the
 16 17 18 19 20 21 22 23 24 25 26 	If You/Defendant(s)/Respondent(s) fail to respond and perform within three (3) days from the date of receipt of this communication, as <u>contractually required</u> , You/Defendant(s)/Respondent(s) hereby individually and collectively, fully agree, that the entire amount evidenced and itemized in Invoice #RIVSHERTREAS12312024, totaling One Trillion Dollars (\$1,000,000,000,000,000), shall become immediately due and payable in full. Furthermore, if You/Respondent(s)/Defendant(s), fail to respond and perform within three (3) days from the date of receipt of this communication, You/Defendant(s)/Respondent(s), <u>individually and collectively</u> , admit the statements and claims by TACIT PROCURATION, and completely agree

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.

XVI. <u>JUDGEMENT AND COMMERCIAL LIEN</u> <u>AUTHORIZATION</u>

7

8

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

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)/ **Respondent(s)** *individually and collectively*, EXPRESSLY, FULLY, and 23 unequivocally <u>Authorize</u>, indorse, support and advocate for [™]WG EXPRESS 24 25 TRUST©, TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or ™KEVIN WALKER© IRR TRUST, and/or their lawfully designated ASSIGNEE(S) 26 to formally notify the United States Treasury, Internal Revenue Service, the 27 respective Congress (wo)man, U.S. Attorney General, and/or any person, 28

-30 of 41-

individual, legal fiction, and/or person, or ens legis Affiant deems necessary, 1 including but not limited to submitting the requisite form(s) 1099-A, 1099-OID, 2 3 1099-C, 1096, 1040, 1041, 1041-V, 1040-V, 3949-A, with the One Trillion Dollars (\$1,000,000,000,000.00 USD) as the income to You/Defendant(s)/Respondent(s) 4 and lost revenue and/or income to Affiant, and/or ™WG EXPRESS TRUST©, 5 TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or TMKEVIN 6 7 WALKER© IRR TRUST, and/or their lawfully designated ASSIGNEE(S). XVII. SUMMARY JUDGEMENT, U.C.C. 3-505 8 PRESUMED DISHONOR 9 Said income is to be assessed and claimed as income by/to You/ 10 Defendant(s)/Respondent(s), and/or by filing a lawsuit followed by a 11 DEMAND or similar for SUMMARY JUDGEMENT as a matter of law, in 12 accordance with California Code of Civil Procedure § 437c(c) and Federal 13 Rule of Civil Procedure 56(a), and/or executing an Affidavit Certificate of

14 15 Non-Response, Dishonor, Judgement, and Lien Authorization, in accordance with U.C.C. § 3-505, and/or issue an ORDER TO PAY or BILL OF 16 EXCHANGE to the U.S. Treasury and IRS, said sum certain of One Trillion 17 U.S. Dollars (\$1,000,000,000,000 USD), for immediate credit to Affiant, 18 and/or ™WG EXPRESS TRUST©, ™KEVIN WALKER© ESTATE, ™KEVIN 19 LEWIS WALKER©, and/or ™KEVIN WALKER© IRR TRUST, and/or their 20 lawfully designated ASSIGNEE(S), with this Self-Executing Contract and 21 Security Agreement servings as *prima facie* evidence of You/Respondent(s)/ 22

23 Defendant(s)'s Verified INDEBTEDNESS to Affiant, Affiant, and/or ™WG

24 EXPRESS TRUST©, ™KEVIN WALKER© ESTATE, ™KEVIN LEWIS

25 WALKER©, and/or ™KEVIN WALKER© IRR TRUST, and/or their lawfully
26 designated ASSIGNEE(S).

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

-31 of 41-

ID #:232

Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US --- DATED: February 13, 2025

and/or UCC1 Financing Statement to perfect interest and/or secure full
 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 <u>contract</u>, <u>received</u> and <u>accepted</u> per the <u>mailbox rule</u>, is 7 self-executing and serves as a SECURITY AGREEMENT, and establishes a lien, Authorized by You/They/the DEBTOR(S). Acceptance of this contract is deemed to 8 occur at the moment it is dispatched via mail, in accordance with the mailbox rule 9 10 established in common law. Under this rule, an acceptance becomes effective and binding once it is properly addressed, stamped, and placed in the control of the postal 11 service, as supported by Adams v. Lindsell (1818) 106 ER 250. Furthermore, as a self-12 executing agreement, this contract creates immediate and enforceable obligations 13 14 without the need for further action, functioning also as a SECURITY AGREEMENT under 15 Article 9 of the Uniform Commercial Code (UCC).

16 <u>*** SELF-EXECUTING CONTRACT</u> AND <u>SECURITY AGREEMENT***</u>: 17 //

18 XVIII.

ESTOPPEL BY ACQUIESCENCE:

If the addressee(s) or an intended recipient of this notice fail to respond 19 addressing each point, on a point by point basis, they individually and 20 collectively accept <u>all</u> of the statements, declaration, stipulations, facts, and 21 claims as TRUTH and fact by TACIT PROCURATION, all issues are deemed 22 settled RES JUDICATA, STARE DECISIS and by COLLATERAL ESTOPPEL. 23 You may **not** argue, controvert, or otherwise protest the finality of the 24 administrative findings in any subsequent process, whether administrative or 25 judicial. (See Black's Law Dictionary 6th Ed. for any terms you do not "understand"). 26 Your failure to completely answer and respond will result in your agreeing 27

28 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 4 answers, such are not acceptable to me or to any court of law. See, Sieb's 5 Hatcheries, Inc. v. Lindley, 13 F.R.D. 113 (1952)., "Defendant(s) made no request for 6 7 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 8 provisions of Ark. and Fed. R. Civ. P. 36, the facts in question were deemed 9 10 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 11 having been admitted." Also as previously referenced, "Statements of fact 12 contained in affidavits which are **not** rebutted by the opposing party's **affidavit or** 13 pleadings may be accepted as true by the trial court." --Winsett v. Donaldson, 244 14 N.W.2d 355 (Mich. 1976). 15 **COPY of this ACTUAL AND CONSTRUCTIVE NOTICE and Exhibits sent to** 16 the following WITNESSES by way of Registered Mail with Misprision of Felony 17 18 **Obligations:** 19 To/cc: James R. McHenry III, Pam Bondi, Agent(s) To/Cc: Michael Hestrin, Fiduciary(ies), C/o Office of the District Attomey C/o DEPARTMENT OF JUSTICE 20 950 Pennsylvania Avenue Nw 3960 Orange Street Washington, District of Colombia, [20530] Riverside California [92501] Registered Mail # RF775822605US 21 Registered Mail # RF775822619US. **To/Cc:** Douglas O'Donnell, Agent(s), Fiduciary(ies) 22 To/Cc: Rob Bonta, Fiduciary(ies), C/o Office of the Attorney General C/o Internal Revenue Service 1300 "I" Street 23 1111 Constitution Avenue, North West Sacramento, California [95814-2919] Washington, District of Colombia [20224] Registered Mail # RF775822622US. Registered Mail # RF775822636US. 24 25 26 27 28 -33 of 41-NOTICE OF DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, ENTORTION, COERCION, KIDNAPPING

Case	5:25-cv-0064	16-WLH-MAA	Document 1 ID #:234	Filed 03/11/25 4	Page 23	4 of 326 Page
	s	elf-Executing Contract and	Security Agreement- Regist	ered Mail #RF775822582US —	- DATED: Februa	ıry 13, 2025
1				Invoice # I	RIVSHERTR	EAS12312024
2		INV	OICE and	/or <u>TRUE</u>	BILL	
3	Dear Valued			ustomer(s), Fiduci		Agent(s), and/or
4	DEBTOR(S):					
5 6 7	U.S. Code, U.C depriving, coer financial harm TRUST and its, Representatives	.C, the Constitution rcing, damaging, in to ™KEVIN WAL / their beneficiary(i s. You remain in d	n, and the law. You njuring, and causin KER© ESTATE, ™W es), and their Fiduci	emed guilty of multip have or currently stil g irreparable physica /G EXPRESS TRUST© hary(ies), Trustee(s), E ad have an outstandir	ll are threate al, mental, e D, ™KEVIN xecutor(s), A	ening, extorting, motional, and WALKER© IRR Agent(s), and
8	immediately, t	0 W11: 18 U.S. Code § 1341 - Fra	uds and swindle :			<u>\$10,000,000.00</u>
9	2.	18 U.S. Code § 4 - Mispri	sion of felony			<u>\$1.000.000.00</u>
10	3.	Professional and persona preparing documents for	l fees and costs associated w this matter:	vith		\$100,000,000.00
11	4.	15 U.S. Code § 2 - Monop	oolizing trade a felony; pena	lty:		\$200,000,000.00
12	5.	18 U.S. Code § 241 - Cons	piracy against rights:			\$9,000,000,000.00
13	6.	18 U.S. Code § 242 - Dep	rivation of rights under colo	r of law:		\$9,000,000,000.00
14	7.	18 U.S. Code § 1344 - Bar (fine and/or up to 30 yea				\$100,000,000.00
15	8.	15 U.S. Code § 1122 - Lia instrumentalities and off	bility of United States and S icials thereof:	tates, and		\$100,000,000,000.00
16	9.	15 U.S. Code § 1 - Trusts, (fine and/or up to 10 yea	etc., in restraint of trade ille trs imprisonment):	gal; penalty		\$900,000,000.00
17	10.	18 U.S. Code § 1951 - Int (fine and/or up to 20 yea	erference with commerce by ars imprisonment):	threats or violence		\$3,000,000,000.00
18 19	11.	Title 18 U.S. Code § 112 - internationally protected	Protection of foreign official persons:	s, official guests, and		\$11,000,000.00
20	12.	guests, or internationally	ats and extortion against for protected persons (fine and	U U		#F00.000.000.00
21	13.	imprisonment): 18 U.S. Code \$ 880 - Rece	iving the proceeds of extort	ion (fine and/or up to		\$500,000,000.00
22		3 years imprisonment):		(\$100,000,000.00
23	14.	Use of ™KEVIN LEWIS	WALKER©:	x 3		\$3,000,000.00
24	. 15.	bad faith actions, treason	uction, identity theft, extorti n, monopolization of trade a cion identity theft mental t	and commerce,		
25		emotional anguish and t	cion, identity theft, mental t rauma. embezzlement, larce oyable life, deprivation of r	eny, felony crimes,		
26			inst the Constitution, injury	*		\$777,075,000,000.00
27				Good Faith D	iscount:	\$1,000,000,000,000.00 USD \$999,700,000,000.00 USD
28					e by 02/17/202 2/17/2025: <u>\$</u>	25: <u>\$300,000,000.00 USD</u> 51,000,000,000.000.00 USD
	NOTICE OF DEFAULT AS	ND OPPORTUNITY TO CURE AND NOTICE		4 of 41- Y. DEPRIVATION OF RIGHTS UNDER THE COLO	OR OF LAW, IDENTITY TH	RFT, ENTORTION, COERCION, KITINAPPING
			,			

1

EXHIBITS/ATTACHMENTS: 1.Exhibit A: Affidavit: Power of Attorney In Fact' 2 2. Exhibit B: Private UCC Contract Trust/UCC1 filing #2024385925-4. 3 3. Exhibit C: Private UCC Contract Trust/UCC3 filing ##2024402990-2. 4 4. Exhibit D: Affidavit Right of Travel CANCELLATION, TERMINATION, AND 5 **REVOCATION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT** 6 and AGREEMENT. LICENSE/BOND # B6735991 7 5. Exhibit E: Revocation Termination and Cancelation of Franchise. 8 6. Exhibit F: CITATION/BOND #TE464702, accepted under threat, duress, and 9 10 coercion: AS EVIDENCED BY SIGNATURE LINE. 7. Exhibit G: Automobile's PRIVATE PLATE displayed on the automobile 11 8. Exhibit H: Screenshot of "Automobile" and "commercial vehicle" from DMV 12 website 13 14 9. Exhibit I: Screenshot of CA CODE § 260 from <u>https://leginfo.legislature.ca.gov</u> 10. Exhibit J: Photo(s) of Defendant/Respondent Gregory D Eastwood. 15 11. Exhibit K: Photo(s) of Defendant/Respondent Robert C V Bowman. 16 12. Exhibit L: Photo(s) of Defendant/Respondent Willam Pratt. 17 13. Exhibit M: AFFIDAVIT CERTIFICATE of STATUS, ASSETS, RIGHTS, 18 19 JURISDICTION, AND PROTECTIONS as national/non-citizen national, foreign government, foreign official, internationally protected person, international 20 organization, secured party/secured creditor, and/or national of the United 21 States, #RF661448964US. 22 14. Exhibit N: national/non-citizen national passport card #C35510079. 23 15. Exhibit O: national/non-citizen national passport book #A39235161. 24 25 16.Exhibit P: ™KEVIN LEWIS WALKER© Copyright and Trademark Agreement. 17. Exhibit Q: NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING, 26 27 CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY 28 THEFT, EXTORTION, COERCION, TREASON, #RF775820621US. -35 of 41-NO TICE OF DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF FRAUD, BACKE TEEKING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, ENTORTION, COERCION, KIUNAPPIN.

Case 5:25-cv-00646-WLH-MAA Filed 03/11/25 Page 236 of 326 Page Document 1

Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US - DATED: February 13, 2025

CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,

18.Exhibit R:NOTICE OF DEFAULT, and FRAUD, RACKETEERING,

1

2

3

4

5

6

7

8

9

non-obstante:

NOTICE OF DEFAULT AND OFFORTU

IDENTITY THEFT, EXTORTION, COERCION, TREASON, #RF775821088US. WORDS DEFINED GLOSSARY OF TERMS: As used in this Affidavit, the following words and terms are as defined in this section,

- 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 motor vehicle: The term "motor vehicle" means every description of carriage or other contrivance 3. 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
 - -36 of 41-NOTICE OF FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, ENTORTION, COFRICION, KIDNAPPPD

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 237 of 326 Page ID #:237

1

2

3

Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US --- DATED: February 13, 2025

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<u>, 31 U.S. Code § 5312 - Definitions and application.</u>

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.
Of or relating to a single person or thing, as opposed to a group. – See Black's Law Dictionary 4th, 7th, 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

-37 of 41-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 238 of 326 Page ID #:238

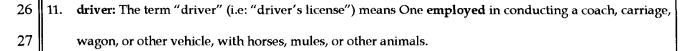
Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US -- DATED: February 13, 2025

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

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

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



28

1

2

3

4

5

6

7

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 239 of 326 Page ID #:239

Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US — DATED: February 13, 2025

- may: An auxiliary verb qualifying the meaning of another verb by expressing ability, competency,
 liberty, permission, probability or contingency. Regardless of the instrument, however, whether
 constitution, statute, deed, contract or whatnot, courts <u>not</u> infrequently construe "may" as "shall" or
 "must". <u>See Black's :aw Dictionary, 4th Edition page 1131.</u>
- 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 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 internationally protected persons.
- 12 15. United States: 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.*
- 18 fraud: deceitful practice or Willful device, resorted to with intent to deprive another of his right, or in 16. 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 a disguise or pretext. See, Black's Law Dictionary 1st Edition, page 222.

NOTICE OF DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF FRAUD, RACKETEERING, CONSPIRACY

-39 of 41-

DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORIION, COERCION, KIDNAPPIN

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 240 of 326 Page ID #:240 Self-Executing Contract and Security Agreement- Registered Mail #REP75822553-5 - DATED: Educate Ex 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, All rights reserved without prejudice or recourse, UCC § 1-308, 3-402. 14 15 Βv Kevin Walker, Attorney In Fact, Secured Party, 16 Executor, national, private bank(er) EIN # 9x-xxxxxxx 17 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 or three witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every 21 word be established" 2 Corinthians 13:1. 22 Sui juris, By Special Limited Appearance, 23 24 habelle Mortel (WITNESS) 25 Sui juris, By Special Limited Appearance, 26 27 Corey Walker (WITNESS) 28 -40 of 41-

	Self-Executing Contract and Security Agreement- Registered Mail #RF775822582US — DATED: February 13, 2025					
1	<u>NOTICE:</u>					
2	Using a notary on this document does <i>not</i> constitute any adhesion, <i>nor does it alter my</i>					
3	status in any manner. The purpose for notary is verification and identification only and					
4	not for entrance into any foreign jurisdiction.					
5	//					
6	//					
7	//					
8	<u>JURAT</u> :					
9	A notary public or other officer completing this certificate verifies only the identity of the individual who spred the					
10	State of Riverside) document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.					
11) ss County of California)					
12	Subscribed and sworn to (or <u>affirmed</u>) before me on this <u>13th</u> day of <u>February</u> , <u>2025</u> by <u>Kevin Walker</u> proved					
13	to me on the basis of satisfactory evidence to be the person(s) who appeared before me.					
14	Joyfi Patel Notary public JOYTI PATEL					
15	print Notary Public - California					
16	<u>Averside Counties on # 2407742</u> <u>Commission # 2407742</u> My Comm. Expires Jul 8, 2026					
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
	-41 of 41-					

Case	5:25-cv-00646-WLH-MAA Document 1 -EXHib	Filed 03/11/25 Page 242 of 326 Page
	Self-Executing Contract and Security Agreement — Regist	ered Mail #RF775823645US Dated: February 27, 2025
1	<u>From/Plaintiff:</u> Kevin: Walker, sui juris, In Propria P Executor, Authorized Representative, Secured Party, Master	r Beneficiary
2	™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALI c/o 30650 Rancho California Road Suite #406-251	*** NOTICE TO ACENT 16 NOTICE TO DDINCIDAL AND
3	Temecula, California [92591]	*** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT ***
4	non-domestic <i>without</i> the <u>U</u> nited <u>S</u> tates Email: <u>team@walkernovagroup.com</u>	
5	To/Defendant(s)/Respondent(s): Gregory D Eastwood,	To/Defendant(s)/Respondent(s): Chad Bianco.
6	Robert C V Bowman, George Reyes, Robert Gell, Chad. C/o SOUTHWEST JUSTICE CENTER	C/o RIVERSIDE COUNTY SHERIFF 4095 Lemon Street, 2nd floor
7	30755-D Auld Road Murrieta, California [92563]	Riverside, California [92501] Registered Mail #RF775823659US
8	Registered Mail #RF775823645US Email: <u>info@riversidesheriff.org</u> / <u>ssherman@law4cops.com</u>	Email: <u>info@riversidesheriff.org</u> / <u>ssherman@law4cops.com</u>
9	AFFIDAVIT CERTIFICATE of	f DISHONOR, NON-RESPONSE,
10	DEFAULT, <u>JUDGEMENT</u> , ar	nd LIEN AUTHORIZATION.
11	Kevin: Walker, ™KEVIN WALKER© ESTATE, ™KEVIN LEWIS	CITATION/BOND NO.: TE464702 AFFIDAVIT CERTIFICATE OF
12	WALKER©, ™KEVIN WALKER© IRR	DISHONOR, NON-RESPONSE,
13	TRUST,	DEFAULT, JUDGEMENT, AND LIEN AUTHORIZATION
14	Claimant(s)Plaintiff(s),	1. FRAUD
15	VS.	2. RACKETEERING 3. EMBEZZLEMENT 4. IDENTITY THEFT
	Chad Bianco, Gregory D Eastwood,	 5. CONPSIRACY 6. DEPRIVATION OF RIGHTS UNDER COLOR OF
16	Robert C V Bowman, George Reyes, William Pratt, Robert Gell, CHAD	LAW 7. RECEIVING EXTORTION PROCEEDS
17	BIANCO, GREGORY D EASTWOOD,	8. FALSE PRETENSES 9. EXTORTION
18	ROBERT C V BOWMAN, WILLIAM	10. UNLAWFUL IMPRISONMENT 11. TORTURE
10	PRATT, GEORGE REYES, ROBERT	12. KIDNAPPING 13. FORCED PEONAGE
19	GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, Does 1-100	14. MONOPOLIZATION OF TRADE AND COMMERCE
20	Inclusive,	15. BANK FRAUD 16. TRANSPORTATION OF STOLEN PROPERTY,
21	Defendant(s)/Respondent(s)	MONEY, & SECURITIES 17. THREE HUNDRED MILLION SETTLEMENT OFFER
22		18. CONSIDERED, ACCEPTED, AND STIPULATED ONE TRILLION DOLLAR (\$1,000,000,000,000.00)
23		JUDGEMENT AND LIEN.
24	AFFIDAVIT CERTIFICATE of	DISHONOR, NON-RESPONSE,
25	DEFAULT, JUDGEMENT, an	nd LIEN AUTHORIZATION.
26	KNOW ALL MEN BY THESE PRES	SENTS, that on this day, before me, a
27	Notary Public, personally came by Specia	l Limited Appearance , sui juris, In Propria
28	Persona, Kevin: Walker, a living soul, natu	ural, freeborn Sovereign, state Citizen of of 25-
		ISE, DEFAULT, <u>IUDGEMENT</u> , and <u>LIEN AUTHORIZATION</u>
	l.	

Self-Executing Contract and Security Agreement — Registered Mail #RF775823645US — Dated: February 27, 2025

11						
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	3 the De'Jure Constitution for the united states 1777/1789 .	the De'Jure Constitution for the united states 1777/1789.				
4	4 Kevin, proceeding <i>sui juris, In Propria Persona</i> , by S	Kevin, proceeding sui juris, In Propria Persona, by Special Limited				
5	5 Appearance, and is herein referred to as 'Affiant,' is over 18	8 years of age, competent				
6	6 to testify and has first hand knowledge of the facts herein.	Affiant declared (or				
7	7 certified, verified, affirmed, or stated) under penalty of per	jury under the laws of				
8	8 the United States of America that the following is true and	correct, to the best of				
9	9 Affiants's understanding and belief, and in good faith:					
10	10 1. As of February 27, 2025, Affiant has not received a valid, por	int for point, written				
11	11 response to the document(s) mailed to the person(s) named	below. The document(s)				
12	12 mailed and the mail and delivery date(s) was are:					
13	13 (1) Document: <u>AFFIDAVIT and Plain Statement of Fac</u>	<u>cts:</u> NOTICE OF				
14	14 CONDITIONAL ACCEPTANCE, and FRAUD,	RACKETEERING,				
15	15 CONSPIRACY, DEPRIVATION OF RIGHTS UNDER	R THE COLOR OF LAW,				
16	16 IDENTITY THEFT, EXTORTION, COERCION, TREA	ASON.				
17	17To/Defendant(s)/Respondent(s): Robert C V Bowman, George Reyes.Gregory D Eastwood, C/o RIVERSIDE C	<u>Respondent(s):</u> Chad Bianco. OUNTY SHERIFF				
18	18 C/o SOUTHWEST JUSTICE CENTER 30755-D Auld Road 4095 Lemon Street Riverside, Californ	, 2nd floor nia [92501]				
19	19Murrieta, California [92563] Registered Mail # RF775820621USRegistered Mail # Email: info@riverside					
20	20 Email: <u>info@riversidesheriff.org</u> / <u>ssherman@law4cops.com</u>					
21	21 (2) Document: <u>AFFIDAVIT and Plain Statement of Fa</u>	<u>cts:</u> NOTICE O F				
22	22 DEFAULT, and FRAUD, RACKETEERING, CONS	PIRACY, DEPRIVATION				
23	OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT,					
24	EXTORTION, COERCION, TREASON.					
25	<u>Ity Defendant syncespondent si</u> . Oregory D Lastwood, <u>Ity Defendant syn</u>	Respondent(s): Chad Bianco.				
26	26 C/o SOUTHWEST JUSTICE CENTER 4095 Lemon Street					
27	27 Murrieta, California [92563] Registered Mail #					
28		concentrate / solicititionale matcharoll				
	-2 01 23-					
	AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE, DEFAULT, IUDGEM	ENT, and <u>LIEN AUTHORIZATION</u>				

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 244 of 326 Page ID #:244
	Self-Executing Contract and Security Agreement — Registered Mail #RF775823645US — Dated: February 27, 2025
1	(3) Document: <u>AFFIDAVIT and Plain Statement of Facts:</u> NOTICE OF
2	DEFAULT AND OPPORTUNITY TO CURE <u>AND NOTICE OF FRAUD</u> ,
3	RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF
4	LAW, IDENTITY THEFT, EXTORTION, COERCION, KIDNAPPING.
5	To/Defendant(s)/Respondent(s): Gregory D Eastwood, To/Defendant(s)/Respondent(s): Chad Bianco. Robert C V Bowman, George Reyes. C/o RIVERSIDE COUNTY SHERIFF
6	C/o SOUTHWEST JUSTICE CENTER 4095 Lemon Street, 2nd floor 30755-D Auld Road Riverside, California [92501]
7	Murrieta, California [92563] Registered Mail # RF775822596US Registered Mail # RF775822582US Email: info@riversidesheriff.org / ssherman@law4cops.com
8	Email: info@riversidesheriff.org / ssherman@law4cops.com
9	2. As of February 27, 2025, Affiant is not in possession of a response from
10	respondent(s) addressing each point on the affidavits sent, sworn under the
11	penalty of perjury, as required by contract law, principles, and legal maxims.
12	3. Respondent(s) [" <u>}individually and collectively admit</u> the statements and claims
13	by TACIT PROCURATION, <u>all issues</u> are deemed settled RES JUDICATA,
14	STARE DECISIS and by COLLATERAL ESTOPPEL["].
15	4. Respondent(s), individually and collectively, admit to the statements and claims
16	by TACIT PROCURATION, fully agreeing that they are deemed guilty of fraud,
17	racketeering, identity 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/or Complainant(s)/Plaintiff(s).
25	5. Furthermore, Respondent(s) individually and collectively fully agree that this
26	Affidavit and all previously submitted Affidavits constitute prima facie
27	evidence of these violations and serve as proof of claim. As established in United
28	States v. Kis, 658 F.2d 526 (7th Cir. 1981):
	-3 of 25- <u>AFFIDAVIT CERTIFICATE</u> of DISHONOR, NON-RESPONSE, DEFAULT, <u>IUDGEMENT</u> , and <u>LIEN AUTHORIZATION</u>

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 245 of 326 Page ID #:245

Self-Executing Contract and Security Agreement --- Registered Mail #RF775823645US --- Dated: February 27, 2025

1

2

"Appellee had the burden of first proving its prima facie case and could do 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 <u>is/are the DEBTOR(S)</u> in this matter.
- 10 9. You/Defendant(s)/Respondent(s) individually and collectively, fully agree that You and/
- 11 or who you represent <u>has/have been paid in full</u> 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 <u>not</u> the CREDITOR, or an ASSIGNEE of the
- 14 CREDITOR, in this matter.

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

-4 of 25-

lt

Self-Executing Contract and Security Agreement - Registered Mail #RF775823645US - Dated: February 27, 2025

1	NO QUALIFIED OR LIMITED IMMUNITY				
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).				
	-5 of 25-				

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 247 of 326 Page ID #:247

	Self-Executing Contract and Security Agreement — Registered Mail #RF775823645US — Dated: February 27, 2025
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	<u>FURTHER AFFIANT SAYETH NOT.</u>
21	μ
22	μ
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 <i>explicit reservation of rights</i> , preserving all legal remedies.
	AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE, DEFAULT, <u>IUDGEMENT</u> , and <u>LIEN AUTHORIZATION</u>

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 248 of 326 Page ID #:248

Self-Executing Contract and Security Agreement — Registered Mail #RF775823645US — Dated: February 27, 2025

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 <u>new terms herein</u> .
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:
		-7 of 25-

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 249 of 326 Page ID #:249

Self-Executing Contract and Security Agreement — Registered Mail #RF775823645US — Dated: February 27, 2025 1 1. A document regular in form that certifies dishonor, such as a notarized 2 affidavit. 2. A writing or stamp from a relevant authority confirming non-acceptance 3 or non-payment. 4 5 3. A record from a financial institution or other official entity proving dishonor. 6 7 Subsection (b) confirms that a protest of dishonor may be made by a • notary public or other authorized official, further strengthening the 8 9 validity and enforceability of the affidavit as prima facie evidence of 10 dishonor. 11 **Application:** By failing to lawfully rebut or respond, Defendant(s)/Respondent(s) are 12 presumed in dishonor, and Plaintiffs' claims are legally established as true 13 14 and enforceable. The *unrebutted* affidavit serves as self-executing proof that Respondents/Defendants have defaulted and **must now perform according to** 15 the binding contract agreement and security instrument. 16 Legal and Procedural Basis II. 17 Mailbox/Postal Rule: 18 1. 19 Under the mailbox rule, this notice of conditional acceptance is effective and considered accepted by You/Defendant(s)/Respondent(s) upon dispatch via 20the respective Registered, Certified, and/or Express mail number. The 21 agreement becomes **binding** when the notice **is sent**, not when received. This 22 binds the issuing authority to the terms outlined in this notice unless rebutted 23 within the 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 to 28

-8 of 25-

Self-Executing Contract and Security Agreement --- Registered Mail #RF775823645US --- Dated: February 27, 2025

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

3. Consent to Service by Electronic and Postal Means:
By the doctrine of silent acquiescence and tacit agreement, You/Defendant(s)/
Respondent(s) have consented to service of notices, pleadings, and
communications via email, and/or USPS Registered Mail, Express Mail, or
Certified Mail. Your failure to rebut or object to this service method within the
specified timeframe constitutes unequivocal acceptance of service through these
means.

11 12

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

13 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 14 deplorable actions, the defendants have demonstrated willful and intentional 15 disregard and contempt for the supreme law of the land, as set forth in 16 Article VI, Clause 2 of the Constitution, which declares that the 17 Constitution, federal laws, and treaties are the supreme law of the land, 18 binding upon all states, courts, and officers. 19 A. Violations of Constitutional Protections 20 The defendants have intentionally and systematically engaged in acts that 21 22 directly violate the protections guaranteed to the plaintiffs and the people under the Constitution, including but not limited to: 23 1. Violation of the Plaintiffs' Unalienable Rights: The defendants have 24 25 deprived the plaintiffs of life, liberty, and property without due process of law, as guaranteed under the Fifth and Fourteenth Amendments. 26 2. Subversion of the Rule of Law: Through their actions, the defendants have 27

28 undermined the separation of powers and checks and balances established -9 of 25-

- by the Constitution. They have disregarded the judiciary's duty to uphold the
 Constitution by attempting to operate outside the confines of lawful
 authority, rendering themselves effectively unaccountable.
- 3. Treasonous Conduct: Pursuant to Article III, Section 3, treason against the
 United States is defined as levying war against them or adhering to their
 enemies, giving them aid and comfort. The defendants' conduct in subverting
 the constitutional order, depriving citizens of their lawful rights, and
 unlawfully exercising power without jurisdiction constitutes a form of
 domestic treason against the Constitution and the people it protects.

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

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

19 C. Weaponizing Authority to Oppress

The defendants' intentional misuse of their authority to act against the interests
of the Constitution and its <u>C</u>itizens is a clear manifestation of tyranny. Rather
than serving their constitutional mandate to protect and defend the

- 23 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.
- 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. The defendants' actions are not merely breaches of law; they are acts of *insurrection* 3 and rebellion against the very foundation of the nation's constitutional 4 5 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 6 and equality. Plaintiffs call upon the court and relevant authorities to enforce the 7 Constitution, compel accountability, and halt the defendants' treasonous war 8 against the supreme law of the land. 9 IV. 'Bare Statutes' as Confirmation of Guilt and the Necessity 10 of Prosecution by an Enforcer 11 Plaintiffs' incorporation of "bare statutes" does NOT exonerate Defendants; rather, 12 it serves as evidence of Defendants' guilt, which they have already *undisputedly* 13 admitted through their actions and lack of rebuttal to any affidavits, which they 14 have a duty to respond to. The invocation of bare statutes merely underscores the 15 necessity for Plaintiffs to compel a formal enforcer, such as a District Attorney or 16 Attorney General, to prosecute the criminal violations. This requirement for 17 enforcement does **NOT** negate the Defendants' culpability but, instead, affirms the 18 gravity of their admitted violations. 19 In this matter, Plaintiffs have thoroughly detailed the Defendants' willful and 20intentional breaches of multiple federal statutes under Title 18, and Plaintiff's 21 private right(s) of action. These *blatant* and *willful* violations have been clearly 22 articulated in this NOTICE, AFFIDAVIT, AND CONTRACT SECURITY 23 AGREEMENT. Defendants' actions constitute treasonous conduct against the 24 **Constitution and the American people**. Their behavior, alongside that of their 25 counsel, reflects an attitude of being above the law, further solidifying their guilt. 26 Plaintiffs maintain that the Defendants' reliance on procedural defenses or 27 technicalities does not absolve them of their criminal conduct. Instead, their actions 28 -11 of 25-AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE, DEFAULT, IUDGEMENT, and LIEN AUTHORIZATION

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

5

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

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

17 18

VI. <u>FAILURE TO RESPOND AND/OR PERFORM, REMEDY, AND</u> <u>SETTLEMENT</u>

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

-12 of 25-

with the Law, cease all conspiracy, fraud, identity theft, embezzlement, 1 2 deprivation under the color of law, extortion, embezzlement, bank fraud, harassment, conspiracy to deprive, and other violations of the law, and 3 **TERMINATE these proceeding immediately**, and pay the below mentioned 4 Three Hundred Million Dollar Restitution and Settlement payment, and 5 releasing all special deposit funds and/or Credits due to Affiant and/or 6 Complainant(s)/Plaintiff(s). 7 VII. Three Hundred Million Dollars (\$300,000,000.00) Restitution 8 Settlement Payment REQUIRED 9 Furthermore, if You/Defendant(s)/Respondent(s) fail to respond and 10 perform within three (3) days from the date of receipt of this communication by 11 providing <u>verified</u> evidence and proof of the facts and conditions set forth herein, 12 accompanied by affidavits sworn under penalty of perjury as required by law, 13 14 Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert 15 Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS 16 DEPARTMENT, Does 1-100, hereby agree that, within three (3) days of receipt of 17 this contract offer, You/Defendant(s)/Respondent(s) shall issue restitution payment 18 19 in the total sum certain of Three Hundred Million Dollars (\$300,000,000.00), which **shall** become **immediately** due and payable to [™]WG EXPRESS TRUST©, 20 TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or TMKEVIN 21 WALKER© IRR TRUST: Complainant(s)/Plaintiff(s). 22 VIII. One Trillion Dollar (\$1,000,000,000,000.00) Default 23 **Judgement and Lien** 24 If You/Defendant(s)/Respondent(s) fail to respond and perform within 25 three (3) days from the date of receipt of this communication, as 26 **contractually required**, You/Defendant(s)/Respondent(s) hereby 27 individually and collectively, fully agree, that the entire amount evidenced 28 -13 of 25-AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE, DEFAULT, IUDGEMENT, and LIEN AUTHORIZATION

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

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

- 16 **IX**.
- 17

JUDGEMENT AND COMMERCIAL LIEN AUTHORIZATION

Moreover, if You/Defendant(s)/Respondent(s), fail to respond within three (3) 18 days from the date of receipt of this communication, you/they individually and 19 collectively, fully and unequivocally Decree, Accept, fully Authorize (in accord with 20UCC section 9), indorse, support, and advocate for a judgement, and/or SUMMARY 21 JUDGEMENT, and/or commercial lien of One Trillion Dollars (\$1,000,000,000,000.00) 22 23 against You/Respondent(s)/Defendant(s), Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, GREGORY D EASTWOOD, ROBERT C V 24 BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY 25 SHERIFFS DEPARTMENT, Does 1-100, in favor of, ™WG EXPRESS TRUST©, ™KEVIN 26 WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or TMKEVIN WALKER© IRR 27 TRUST, and/or their lawfully designated ASSIGNEE(S). 28 -14 of 25-

AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE, DEFAULT, <u>IUDGEMENT</u>, and <u>LIEN AUTHORIZATION</u>

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)/ Respondent(s) individually and collectively, EXPRESSLY, FULLY, and 3 unequivocally <u>Authorize</u>, indorse, support and advocate for TMWG EXPRESS 4 TRUST©, ™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©, and/or 5 ™KEVIN WALKER© IRR TRUST, and/or their lawfully designated ASSIGNEE(S) 6 7 to formally notify the United States Treasury, Internal Revenue Service, the respective Congress (wo)man, U.S. Attorney General, and/or any person, 8 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, 1099-C, 1096, 1040, 1041, 1041-V, 1040-V, 3949-A, with the One Trillion Dollars 11 (\$1,000,000,000,000.00 USD) as the income to You/Defendant(s)/Respondent(s) 12 and lost revenue and/or income to Affiant, and/or ™WG EXPRESS TRUST©, 13 TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or TMKEVIN 14 WALKER© IRR TRUST, and/or their lawfully designated ASSIGNEE(S). 15 SUMMARY JUDGEMENT, U.C.C. 3-505 Х. 16 PRESUMED DISHONOR 17 Said income is to be assessed and claimed as income by/to You/ 18 19 Defendant(s)/Respondent(s), and/or by filing a lawsuit followed by a DEMAND or similar for SUMMARY JUDGEMENT as a matter of law, in accordance with 20 California Code of Civil Procedure § 437c(c) and Federal Rule of Civil Procedure 21 56(a), and/or executing an Affidavit Certificate of Non-Response, Dishonor, 22 Judgement, and Lien Authorization, in accordance with U.C.C. § 3-505, and/or 23 issue an ORDER TO PAY or BILL OF EXCHANGE to the U.S. Treasury and IRS, 24 said sum certain of One Trillion U.S. Dollars (\$1,000,000,000,000.00 USD), for 25 **immediate** credit to Affiant, and/or ™WG EXPRESS TRUST©, ™KEVIN 26 WALKER© ESTATE, TMKEVIN LEWIS WALKER©, and/or TMKEVIN WALKER© 27 IRR TRUST, and/or their lawfully designated ASSIGNEE(S), with this Self-28 -15 of 25-AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE, DEFAULT, IUDGEMENT, and LIEN AUTHORIZATION

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

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

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

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

22 <u>*** SELF-EXECUTING CONTRACT</u> AND <u>SECURITY AGREEMENT***</u>: 23 XI. <u>ESTOPPEL BY ACQUIESCENCE</u>:

 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 <u>all</u> 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. -16 of 25-

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.

9 Should YOU fail to respond, provide partial, unsworn, or incomplete 10 <u>answers</u>, 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 an extension of time in which to answer the request for admission of facts and filed 12 only an unsworn response within the time permitted," thus, under the specific 13 provisions of Ark. and Fed. R. Civ. P. 36, the facts in question were deemed 14 15 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 16 having been admitted." Also as previously referenced, "Statements of fact 17 18 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 19 N.W.2d 355 (Mich. 1976). 20 21

22

- 23
- 24
- 25
- 26
- 27
- 28

-17 of 25-

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

Case	5:25-cv-0064	46-WLH-MAA		1 File ::259	d 03/11/25	Page 2	259 of 326	Page
	Self-Exec	uting Contract and Sec	urity Agreement —	- Registered	Mail #RF7758236	45US — Da	ted: February 27,	2025
1					Invoice #	RIVSHER	TREAS1231202	4
2		INV	OICE a	nd/or	TRUE	RII I		
3	Dear Valued	Defendant(s), I		-			_	nd/or
4	DEBTOR(S):		cespondentia		liter(s), Floud	.iai y (185)	, Agenus), e	uiu/ 01
5 6 7	U.S. Code, U.C depriving, coe financial harm TRUST and its Representative	come to OUR atten C.C, the Constitutio rcing, damaging, i n to ™KEVIN WAL / their beneficiary(i ss. You remain in d	on, and the law njuring, and ca KER© ESTATE es), and their F	7. You have ausing irre , ™WG EX ?iduciary(ie	e or currently st parable physic (PRESS TRUST es), Trustee(s), E	ill are thre al, mental ©, ™KEVI Executor(s	atening, extor , emotional, a IN WALKER©), Agent(s), an	ting, nd IRR d
8	immediately, 1	t o wit: 18 U.S. Code § 1341 - Fra	uds and swindle :				<u>\$10.000.000.</u>	00
9	2.	18 U.S. Code § 4 - Mispr					\$1.000.000.0	
	3.	Professional and person		iated with				
10		preparing documents for					\$100,000,000	
11	4.	15 U.S. Code § 2 - Mono					\$200,000,000	
12	5.	18 U.S. Code § 241 - Con					\$9,000,000,0	
13	6. 7.	18 U.S. Code § 242 - Dep	-	ler color of law	:		\$9,000,000,0	
14	7.	18 U.S. Code § 1344 - Ba: (fine and/or up to 30 ye					\$100,000,00).00
15	8.	15 U.S. Code § 1122 - Lia instrumentalities and of	•	s and States, an	ıd		\$100,000,00	0,000.00
16	9.	15 U.S. Code § 1 - Trusts (fine and/or up to 10 ye		ade illegal; pen	alty		\$900,000,00	D. OO
17 18	10.	18 U.S. Code § 1951 - Int (fine and/or up to 20 ye		erce by threats	or violence		\$3,000,000,0	00.00
19	11.	Title 18 U.S. Code § 112 - internationally protected	_	officials, officia	l guests, and		\$11,000,000	.00
20	12.	18 U.S. Code § 878 - Thre guests, or internationally imprisonment):	•	•			\$500,000,00	0.00
21	13.	18 U.S. Code § 880 - Rec	viving the proceeds of	f extortion (fine	and/or up to		\$200,000,00	0.00
22		3 years imprisonment):			and, of up to		\$100,000,00	0.00
23	14.	Use of ™KEVIN LEWIS	WALKER©:	x	3		\$3,000,000.()0
24	15.	Fraud, conspiracy, obstr bad faith actions, treaso	•		merce,			
25		bank fraud, threats, coe emotional anguish and	•		ny crimes,			
26		loss of time and thus en harassment, Waring aga		•			\$777,075,00	0.000.00
27						<u>l Due:</u>	\$1,000,000,000	
28						e by 03/03/2	2025: <u>\$300,000</u>	0,000.00 USD 0,000.00 USD
				-18 of 25	Fotal Due after 0	5/05/2025:	<u>\$1,000,000,000</u>	.000.00_05D
	AFFIDAVIT	<u>CERTIFICATE</u> of DIS	HONOR, NON-R	ESPONSE, I	DEFAULT, <u>JUDGE</u>	<u>MENT</u> , and	LIEN AUTHORI	ZATION

Case	5:25-cv	-00646-WLH-MAA	Document 1 ID #:26		03/11/25	Page 260 of 326	Page
	Se	olf-Executing Contract and Secu	rity Agreement — Reg	gistered Ma	il #RF77582364	15US — Dated: February 27	, 2025
1	<u>COP</u>	Y of this ACTUAL AN	D CONSTRUCT	<u>IVE NO</u>	TICE and E	xhibits sent to the fo	ollowing
2	:	WITNESSES by way	of Registered Ma	ail with]	Misprision	of Felony Obligation	<u>ns:</u>
3 4 5	To/Cc:	Rob Bonta, Agent(s), Fiduciar C/o Office of the Attorney Gen 1300 "I" Street Sacramento, California [95814 Registered Mail #RF77582360	1eral I-2919]	To/Cc:	C/o U.S. HOU Washington, I	gent(s), Fiduciary(ies), Trus JSE OF REPRESENTATIV District of Colombia [20515] ail #RF775823676US.	ES
6 7 8	To/Cc:	Pan Bondi, Agent(s), Fiduciar C/o Office of the Attorney Ge 950 Pennsylvanie Avenue, NV Washington, District of Colon Registered Mail # RF7758236	y(ies), Trustee(s) neral V bbia [20530-0001]	<u>To/Cc:</u>	C/o Internal R 1111 Constitut Washington, I	nnell, Agent(s), Fiduciary(ie evenue Service tion Avenue, North West District of Colombia [20224] ail #RF775823693US.	
9 10 11	To/Cc:	David Lebryk, Agent(s), Fidu C/o Department of the Treasu 1500 Pennsylvania Avenue, N Washington, District of Colon Registered Mail #RF7758237	ry W nbia [20220]	<u>To/Cc:</u>	C/o Departme 2201 C Street Washington, I		
12		<u>EXH</u>	IBITS/A	<u> TAC</u>	CHME	NTS:	
13	1.Exhi	bit A: Affidavit: Po	ower of Attorn	iey In F	'act'		
14	2. Exhibit B: Private UCC Contract Trust/UCC1 filing #2024385925-4.						
15	3. Exhibit C: Private UCC Contract Trust/UCC3 filing ##2024402990-2.						
16	4. E xh	ibit D: Affidavit Ri	ght of Travel (CANCE	ELLATION	I, TERMINATION	I, AND
17	RE	VOCATION of COM	MMERCIAL "H	For Hir	e" DRIVE	R'S LICENSE CO	NTRACT
18	and	AGREEMENT. LIC	CENSE/BOND) # B67	35991		
19	5. E xh	ibit E: Revocation	lermination ar	nd Cano	elation of	Franchise.	
20	6. E xh	ibit F: CITATION/	BOND #TE464	4702 <i>,</i> ac	cepted ur	nder threat, duress	, and
21	coe	ercion: A <u>S EVIDEN</u>	CED BY SIGN	IATUR	<u>E LINE</u> .		
22	7. Exh	ibit G: Automobile	's PRIVATE P I	LATE d	isplayed o	on the automobile	
23	8. Exh	ibit H: Screenshot	of "Automobil	e" and	"commer	cial vehicle" from	DMV
24	we	bsite					
25	9Exh	ibit I: Screenshot of	CA CODE § 2	260 from	n <u>https://</u>	leginfo.legislature	e.ca.gov
26	10. Ex	hibit J : Photo(s) of I	Defendant/Res	sponde	nt Gregor	y D Eastwood.	
27	11. Ex	hibit K: Photo(s) of	Defendant/Re	esponde	ent Rober	t C V Bowman.	
28		hibit L: Photo(s) of	1	9 of 25-			
	AFF	<u>IDAVIT CERTIFICATE</u> of DIS	HONOR, NON-RESP	onse, def	AULT, <u>IUDGE</u>	<u>MENT</u> , and <u>LIEN AUTHOR</u>	<u>IZATION</u>

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 261 of 326 Page ID #:261

	Self-Executing Contract and Security Agreement — Registered Mail #RF775823645US — Dated: February 27, 2025
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: ™KEVIN 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. <u>See, California Vehicle Code (CVC) §465.</u>
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 <u>and</u> used for commercial purposes on the highways in the
	-20 of 25- <u>AFFIDAVIT CERTIFICATE</u> of DISHONOR, NON-RESPONSE, DEFAULT, <u>JUDGEMENT</u> , and <u>LIEN AUTHORIZATION</u>

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 262 of 326 Page ID #:262

1

2

Self-Executing Contract and Security Agreement --- Registered Mail #RF775823645US --- Dated: February 27, 2025

transportation of passengers, passengers and property, or property or cargo. <u>See 18 U.S. Code § 31 -</u> <u>Definitions.</u>

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, <u>31 U.S. Code § 5312 - Definitions and application</u>.

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.
Of or relating to a single person or thing, as opposed to a group. - See Black's Law Dictionary 4th, 7th,
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 -21 of 25-

AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE, DEFAULT, <u>IUDGEMENT</u>, and <u>LIEN AUTHORIZATION</u>

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 263 of 326 Page ID #:263

1

2

3

4

5

6

7

Self-Executing Contract and Security Agreement — Registered Mail #RF775823645US — Dated: February 27, 2025

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

208. 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

-22 of 25-

Case 5:25-cv-00646-WLH-MAA Page 264 of 326 Page Document 1 Filed 03/11/25

Self-Executing Contract and Security Agreement --- Registered Mail #RF775823645US --- Dated: February 27, 2025

- 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 driver: The term "driver" (i.e: "driver's license") means One employed in conducting a coach, carriage, 11. 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 :aw 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 national: "foreign government", "foreign official", "internationally protected person", "international 14. 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 **United States:** For the purposes of this Affidavit, the terms "United States" and "U.S." mean 15. 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, <u>u</u>nited 50 states of America.

-23 of 25-

AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE, DEFAULT, <u>IUDGEMENT</u>, and <u>LIEN AUTHORIZATION</u>

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 265 of 326 Page ID #:265

Self-Executing Contract and Security Agreement --- Registered Mail #R1775823045U8 --- Dated Tebruary 27, 2025

1	16. fraud: deceitful practice or Willful device, resorted to with intent to deprive another of his right, or in
2	some manner to do him an injury. As distinguished from negligence, it is always positive, intentional.
3	as applied to contracts is the cause of an error bearing on material part of the contract, created or
4	continued by artifice, with design to obtain some unjust advantage to the one party, or to cause an
5	inconvenience or loss to the other, in the sense of court of equity, properly includes all acts, omissions,
6	and concealments which involved a breach of legal or equitable duty, trust, or confidence justly
7	reposed, and are injurious to another, or by which an undue and unconscientious advantage is taken of
8	another. See Black's Law Dictionary, 1st and 2nd Edition, pages 521-522 and 517 respectively.
9	17. color: appearance, semblance, or simulacrum, as distinguished from that which is real. A prima facie or
10	apparent right. Hence, a deceptive appearance; a plausible, assumed exterior, concealing a lack of
11	reality; a a disguise or pretext. See, Black's Law Dictionary 1st Edition, page 222.
12	18. colorable: That which is in appearance only, and not in reality, what it purports to be. <u>See, Black's Law</u>
13	Dictionary 1st Edition, page 2223.
14	COMMERCIAL OATH AND VERIFICATION:
15	County of Riverside)
16) Commercial Oath and Verification
17	The State of California)
18	I, <u>KEVIN WALKER</u> , under my unlimited liability and Commercial Oath proceeding
19	in good faith being of sound mind states that the facts contained herein are true,
20	correct, complete and not misleading to the best of Affiant's knowledge and belief
21	under penalty of International Commercial Law and state this to be HIS Affidavit of
22	Truth regarding same signed and sealed this <u>27TH</u> day of <u>FEBRUARY</u> in the year of
23	Our Lord two thousand and twenty five:
24	proceeding sui juris, In Propria Persona, by Special Limited Appearance,
25	All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.
26	By fin Walk
27	Kevin Walker, Altorney In Fact, Secured Party, Executor, national, private bank(er) EIN # 9x-xxxxxx
28	
	-24 of 25- <u>AFFIDAVITCERTIFICATE of DISHONOR, NON-RESPONSE, DEFAULT INDGEMENT</u> and <u>LIEN AUTHORIZATION</u>

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 266 of 326 Page

	ID #:200
	Self-Executing Contract and Security Agreement — Registered Mail #RF775823645US — Dated February 27, 2025
1	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, 2 take one or two others along, so that every matter may be established by the testimony of two 3 4 or three witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every

5	word	be estal	olished"	2	Corinthians	13:1
~ 1		or count	лізней –	4	Communis	10.

27

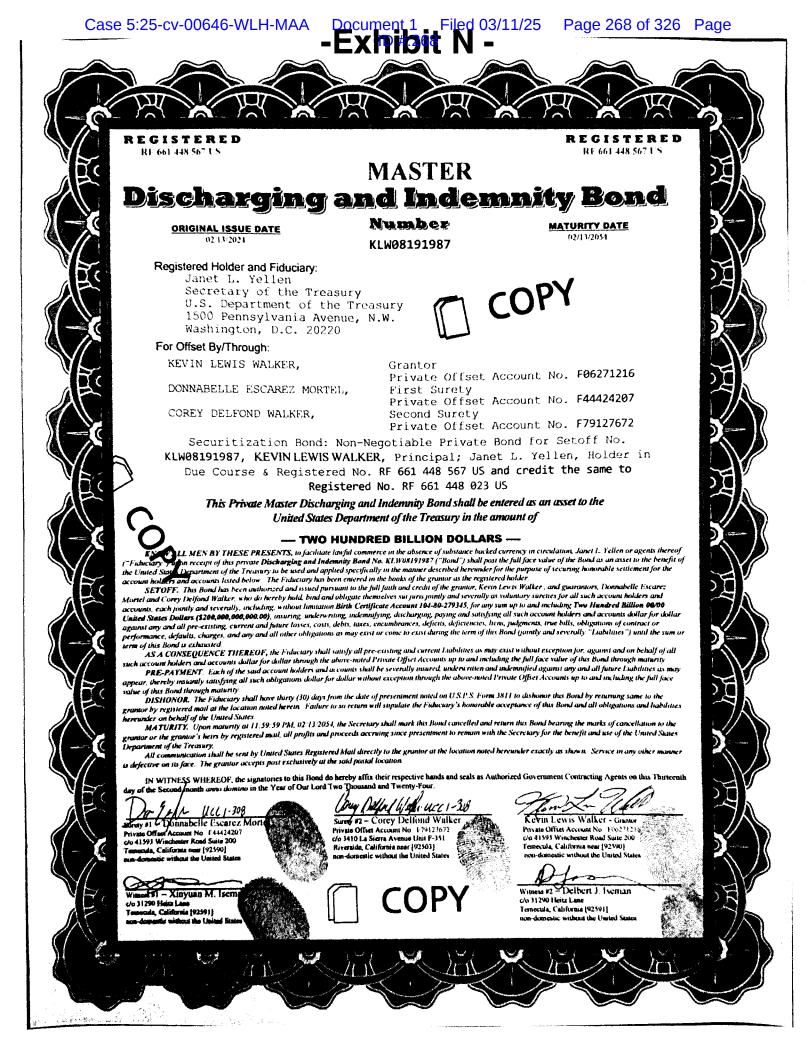
28

5	word be established" 2 Corinthians 13:1.
6	Sui juris, By Special Limited Appearance,
7	By: Jack
8	Dopnabelle Mortel (WITNESS)
9	Sui juris, By Special Limited Appearance,
10	By: Closer O Man Wath
11	Corey Walker (WITNESS)
12	<u>NOTICE:</u>
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	<u>JURAT</u> :
17	A notary public or other officer completing this certificare writes only the identity of the individual who signed the
18	State of Riverside)
19) ss County of California)
20	Subscribed and sworn to (or <u>affirmed</u>) before me on this <u>27th</u> day of <u>February</u> , <u>2025</u> by <u>Kevin Walker</u> proved
21	to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
22	Joyfi Patel Notary public JOYTI PATEL
23	print Signature Coulty Public - California
24	<u>Joytilatel</u> Seal: <u>My Commission # 2407742</u> <u>My Comm. Expires Jul 8, 2026</u>
25	
26	

-25 of 25-

AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE, DEFAULT, HUDGEMENE, and LIEN AUTHORIZATION

Case	5:25-cv-0064	46-WLH-MAA	Document 1	Filed 03/11/25	Page 26	7 of 326 Pa	age
	Salf Exam	uting Contract and Pas			15US Datad	February 27 202	5
	Sell-Exec	uning Contract and Sec	urny Agreement — Reg	gistered Mail #RF77582364	+JUS Dated	. reotuary 27, 202	ς.
1				Invoice #	RIVSHERTR	REAS12312024	
2		INV	OICE and	l/or <u>TRUE</u>	BILL		
3			Respondent(s), C	Customer(s), Fiduc	iary(ies), A	Agent(s), and	l/or
4	DEBTOR(S):						
5	U.S. Code, U.C	C.C, the Constitution	o n, and the law . Yo	eemed guilty of multi u have or currently sti ng irreparable physic	ill are threat	ening, extorting	
6	financial harm TRUST and its	a to ™KEVIN WAL /their beneficiary(KER© ESTATE, ™ ies), and their Fiduc	WG EXPRESS TRUST ciary(ies), Trustee(s), E	©, ™KEVIN Executor(s), 4	WALKER© IR Agent(s), and	R
7	Representative immediately,		lefault, dishonor, a	nd have an outstandi	ng past due	balance due	
8	1.	18 U.S. Code § 1341 - Fra	uds and swindle :			<u>\$10.000.000.00</u>	
9	2.	18 U.S. Code § 4 - Mispr	ision of felony			<u>\$1.000.000.00</u>	
10	3.	Professional and person preparing documents fo	al fees and costs associated r this matter:	with		\$100,000,000.00	
11	4.	15 U.S. Code § 2 - Mono	polizing trade a felony; pen	alty:		\$200,000,000.00	
12	5.	18 U.S. Code § 241 - Cor	spiracy against rights:			\$9,000,000,000.00)
13	6.	18 U.S. Code § 242 - Dep	privation of rights under col	or of law:		\$9,000,000,000.00	D
13	7.	18 U.S. Code § 1344 - Ba (fine and/or up to 30 ye				\$100,000,000.00	
15	8.	15 U.S. Code § 1122 - Lie instrumentalities and of	ability of United States and ficials thereof:	States, and		\$100,000,000,000	0.00
16	9.	15 U.S. Code § 1 - Trusts (fine and/or up to 10 ye	s, etc., in restraint of trade il ars imprisonment):	legal; penalty		\$900,000,000.00	
17	10.	18 U.S. Code § 1951 - In (fine and/or up to 20 ye	terference with commerce b ars imprisonment):	y threats or violence		\$3,000,000,000.00	0
18	11.	Title 18 U.S. Code § 112 -	Protection of foreign officia	als, official guests, and			
19		internationally protecte	d persons:	-		\$11,000,000.00	
20	12.		eats and extortion against fo y protected persons (fine ar	-		\$500,000,000.00	
21	13.	•	eiving the proceeds of extor	rtion (fine and/or up to			
22	19.	3 years imprisonment):		· · · · · · · · · · · · · · · · · · ·		\$100,000,000.00	
23	14.	Use of ™KEVIN LEWIS	WALKER©:	x 3		\$3,000,000.00	
24	15.	bad faith actions, trease	ruction, identity theft, extor on, monopolization of trade	and commerce,			
25		emotional anguish and	rcion, identity theft, mental trauma. embezzlement, lar iovable life, deprivation of				
26			ainst the Constitution, injur	•		\$777,075,000,004	0.00
27				Good Faith D	Discount:	<u>\$1,000,000,000,00</u> \$999,700,000,00	0.00 USD
28				Total Due Total Due after 0	e by 03/03/202 3/03/2025: §	25: <u>\$300,000,000</u> \$1,000,000,000.000	
			-1	8 of 25-			
	AFFIDAVI	<u>r CERTIFICATE of DI</u>	SHONOR, NON-RESP	ONSE, DEFAULT, <u>IUDGE</u>	MENT, and <u>LI</u>	EN AUTHORIZA	<u>TION</u>
	ų						

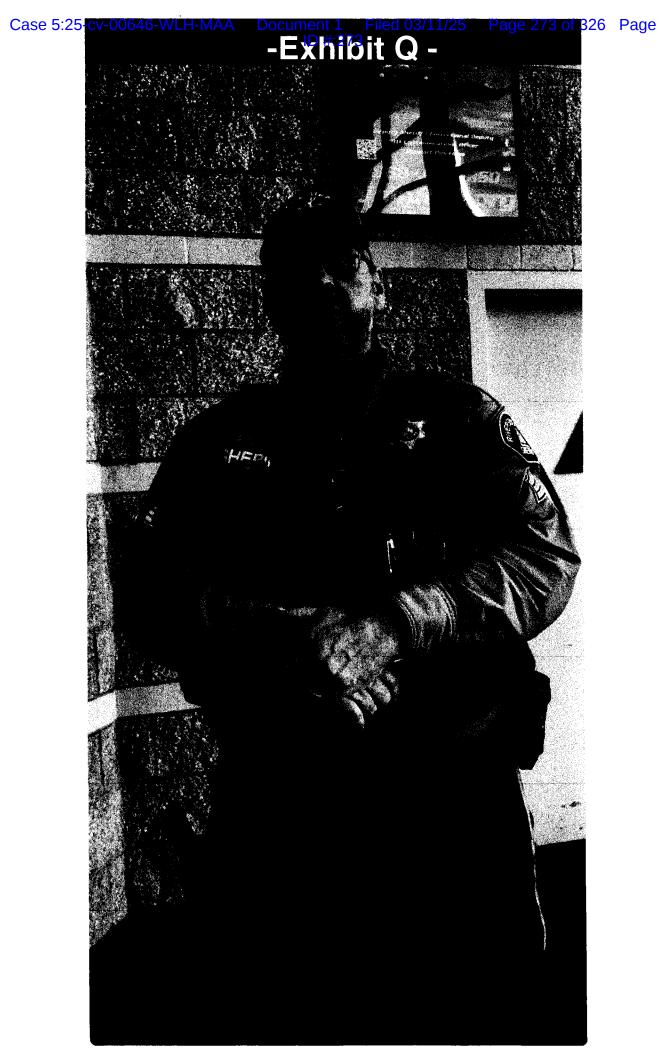


So comment Justice Center 155-D Auld Rand Municta, California [92563] SENDER: COMPLETE THIS SECTION GRAPH, Robert, Geolge Article Addressed to: Print your name and address on the reverse Complete Items 1, 2, and 3. or on the front if space permits. Attach this card to the back of the mailplece, so that we can return the card to you. 0m 3811, July 2020 PSN 7530-02-000-9053 RF 775 823 645 US The Alumber Transfer from service label 9590 9402 8731 3310 3704 57 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Insured Mail
 Insured Mail
 Insured Mail Restricted Delivery Certified Mail Restricted Delivery Certified Mail® ω Adult Signature A. Signature Adult Signature Restricted Delivery D. Js delivery address different from item 1? B. Received by (Printed Name) × COMPLETE THIS SECTION ON DELIVERY Service Type over \$500 If YES, enter delivery address below: **Domestic Return Receipt** Signature Confirmation □ Signature Confirmation[™] Registered Mail Restricted Delivery C Registered MailTM Priority Mail Express® **Restricted Delivery** Q U Z Addressee D Agent . Teg











Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 275 of 326 Page
	Registered Mail # RF 661 447 751 US
1 2	<u>From:</u> Kevin Walker, sui juris Trustee, Executor, Authorized Representative, Secured Party. ™WG EXPRESS TRUST©, ™KEVIN LEWIS WALKER© ESTATE,
	™KEVIN WALKER©. c/o 41593 Winchester Road Suite 200
3	Temecula, California non-domestic without the United States
4	nor-uomestic without the <u>o</u> mes
5	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,
6	Chad Bianco, Agent(s), Fiduciary(ies), Trustee(s), Does 1-∞ Inclusive. THE UNITED STATES OF AMERICA, U.S. TREASURY, RIVERSIDE COUNTY
7	SHERIFF, SOCIAL SECURITY ADMINISTRATION,U.S. DEPARTMENT OF STATE, UNITED STATES POSTAL SERVICE,SECRETARY OF STATE, THE WHITE HOUSE,
8	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.
9	NOTICE SENT TO CA DMV via Registered Mail # RF661448995.
10	<u>DATE:</u> December 28, 2023
11	AFFIDAVIT
12	<u>RIGHT TO TRAVEL</u>
13	<u>CANCELLATION, TERMINATION, AND REVOCATION of COMMERCIAL "For</u> Hire" DRIVER'S LICENSE CONTRACT and AGREEMENT.
14	LICENSE/BOND # <u>B6735991</u>
15	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
16	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
17	5:12, let my yea mean yea and my nay be nay, as supported by Federal Public Law
18	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
19	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
20	correct, to the best of my understanding and belief, and in good faith
21	VERIFIED
22	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
23	OATH that I am a member of, citizen of, franchisee of, or resident (agent) of
24	[fiduciary, surety for] the corporate " <i>State of" CALIFORNIA</i> , when the
25	already established facts by affidavit have evidenced that I am NOT a
26	member of, citizen of, franchisee of, or resident (agent) of the corporate <i>"State of" CALIFORNIA</i> or the federal United States.
27	2. I have researched extensively the organic laws of the <u>u</u> nited <u>s</u> tates of
27	America, including two hundred years of American case law (i.e., Common
20	law), and affirm that I have secured the UNALIENABLE and -Page 1 of 25- AFFIDAVIT: RIGHT TO TRAVEL C <i>ANCELLATION</i> , TERMINATION, AND REVOCATION of LICENSE/BOND # B673599

Case	5:25-0	cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 276 of 326 Page ID #:276
		Registered Mail # RF 661 447 751 US
1		FUNDAMENTAL, UNRESTRICTED and UNREGULATED RIGHT TO
2		TRAVEL upon both the public walkways and the highways, and transport my personal and allodial property, duly conveyed, unhindered by ANY
3		private, corporate or statutory law, or Department of Motor Vehicles (DMV)
4		regulation or so-called requirement. This unalienable right to travel is guaranteed by the 9th & 10th Amendments of the organic Constitution for
5		the united states of America and Bill of Rights, and upheld by many court
6		decisions in support of the rights to travel.
7	3.	"THE UNITED STATES GOVERNMENT IS A FOREIGN CORPORATION WITH RESPECT TO A STATE." [emphasis added] Volume 20: Corpus Juris
8		Sec . §1785: NY re: Merriam 36 N.E. 505 1441 S.Ct.1973, 41 L.Ed.287.
9	4.	<u>18 U.S. Code § 5 - United States defined</u> stipulates, The term "United States",
10		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
11		the Canal Zone.
11	5.	<u>28 U.S. Code § 3002(15) - Definitions</u> stipulates, (15)" <u>U</u> nited <u>States</u> " means – (A) a Federal corporation; (B) an agency, department, commission, board, or
12		other entity of the United States; or (C) an instrumentality of the United
		States.
14 15	6.	YOU have committed fraud, deceit, coercion, willful intent to injure another, malicious acts, and YOU have engaged in RICO activity.
16	7.	I voluntarily choose to comply with the man-made laws which serve to bring
17		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.
18		
19		Secured Party / Secured Creditor :
20	8.	I, Kevin: Walker, sui juris, state, verify, and affirm for the record that I am the
21		<i>the only</i> Agent, Executor, Authorized Representative, Trustee, Attorney In Fact, and the Secured Party and Secured Creditor of ENS LEGIS/
22		CORPORATE FICTION, KEVIN WALKER, KEVIN LEWIS WALKER, and all
23		derivatives thereof. I am the holder in due course for <u>all</u> securities, assets: tangible and intangible, and I hold allodial title to all assets, as evidenced by
24		Nevada UCC (private) Contract Trust # 2024385925-4). See U.C.C § 9-105 and
25		
26	9.	Janet Yellen and/or the <u>United States</u> Treasury is the registered holder and fiduciary for the <u>private</u> Two Hundred Billion Dollar (\$200,000,000,000.00
27		USD) Discharge and Indemnity Bond # RF661448567US, post deposited to
28		private post registered account # RF661448023US. Said Discharge and Indemnity Bond (# RF661448567US) expressly stipulates it is "insuring,
		-Page 2 of 25- AFFIDAVIT: RIGHT TO TRAVEL — CANCELLATION, TERMINATION, AND REVOCATION of LICENSE/BOND # B673599

Case	5:25-c	v-00646-WLH-MAA Document 1 Filed 03/11/25 Page 277 of 326 Page ID #:277
		Registered Mail # RF 661 447 751 US
1		underwriting, indemnifying, discharging, paying and satisfying all such account holders and accounts dollar for dollar against <u>any and all pre-</u>
2		existing, current and future losses, costs, debts, taxes, encumbrances,
3		deficits, deficiencies, liens, judgments, true bills, obligations of contract or
4		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
5		holders and accounts shall be severally insured, underwritten and
6		indemnified against <u>any and all future Liabilities as may appear, thereby</u> <u>instantly satisfying all such obligations dollar for dollar without exception</u>
7		through the above-noted Private Offset Accounts up to and including the full
		face value of this Bond through maturity."
8	10.	I am <u>NOT</u> effectively connected with a trade or business in the corporate
9		monopoly of the United States government, whether federal, State, county or Municipal. I am <u>NOT</u> a resident " <i>U.S. citizen</i> ," but a Citizen of the several
10		States domiciled in the sovereign state of California republic 1850, an
11		American state Citizen of the united states of America. I am domiciled in a
12		<u>foreign</u> jurisdiction to both the corporate state and federal governments. I have <u>NOT</u> knowingly or willingly waived ANY of my UNALIENABLE
13		RIGHTS. American case law has clearly adjudicated that
14	11.	For the record, I, Kevin Lewis Walker explicitly RESERVE, ASSERT and DEFEND my <u>right</u> to travel. I reserve all rights and waive none.
15		DEFEND my <u>right</u> to travel. I reserve all rights and waive none. This AFFIDAVIT is submitted upon demand of a driver's license, registration,
		DEFEND my <u>right</u> to travel. I reserve all rights and waive none. 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
15	12.	DEFEND my <u>right</u> to travel. I reserve all rights and waive none. 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.
15 16	12.	DEFEND my <u>right</u> to travel. I reserve all rights and waive none. 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
15 16 17	12.	 DEFEND my right to travel. I reserve all rights and waive none. 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. 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
15 16 17 18	12.	 DEFEND my right to travel. I reserve all rights and waive none. 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. 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
15 16 17 18 19 20	12.	 DEFEND my right to travel. I reserve all rights and waive none. 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. 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
15 16 17 18 19 20 21	12.	 DEFEND my right to travel. I reserve all rights and waive none. 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. 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
15 16 17 18 19 20 21 22	12.	 DEFEND my right to travel. I reserve all rights and waive none. 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. 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. The For Hire" DRIVER'S LICENSE <u>CONTRACT</u> and AGREEMENT BOND # B6735991 is HEREBY CANCELED, TERMINATED, REVOKED, and
15 16 17 18 19 20 21 22 23	12.	 DEFEND my right to travel. I reserve all rights and waive none. 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. 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. The For Hire" DRIVER'S LICENSE <u>CONTRACT</u> and AGREEMENT BOND # B6735991 is HEREBY CANCELED, TERMINATED, REVOKED, and LIQUIDATED. ACCEPTED FOR VALUE AND EXEMPT FROM LEVY, FOR
15 16 17 18 19 20 21 22 23 24	12.	 DEFEND my right to travel. I reserve all rights and waive none. 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. 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. The For Hire" DRIVER'S LICENSE <u>CONTRACT</u> 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
 15 16 17 18 19 20 21 22 23 24 25 	12.	 DEFEND my right to travel. I reserve all rights and waive none. 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. 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. The For Hire" DRIVER'S LICENSE <u>CONTRACT</u> 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
15 16 17 18 19 20 21 22 23 24	12.	 DEFEND my right to travel. I reserve all rights and waive none. 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. 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. The For Hire" DRIVER'S LICENSE <u>CONTRACT</u> 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
 15 16 17 18 19 20 21 22 23 24 25 	12. 13. 14.	 DEFEND my right to travel. I reserve all rights and waive none. 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. 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. The For Hire" DRIVER'S LICENSE <u>CONTRACT</u> 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
 15 16 17 18 19 20 21 22 23 24 25 26 	12. 13. 14.	 DEFEND my right to travel. I reserve all rights and waive none. 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. 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. The For Hire" DRIVER'S LICENSE <u>CONTRACT</u> 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.

Registered Mail # RF 661 447 751 US

and I am therefore <u>not</u> subject to any penalty. I act in accordance with the 1 following U.S. Supreme Court case: "The individual may stand upon his 2 constitutional rights as a citizen. He is entitled to carry on his private business in his own way. His power to contract is <u>unlimited</u>. He owes no 3 such duty [to submit his books and papers for an examination] to the State, 4 since he receives nothing therefrom, beyond the protection of his life and property. His rights are such as existed by the law of the land [Common Law] 5 long antecedent to the organization of the State, and can only be taken from 6 him by due process of law, and in accordance with the Constitution. Among his rights are a refusal to incriminate himself, and the immunity of himself 7 and his property from arrest or seizure except under a warrant of the law. 8 He owes nothing to the public so long as he does not trespass upon their rights." Hale v. Henkel, 201 U.S. 43 at 47 (1905). 9 16. I reserve my natural common law <u>right</u> not to be compelled to perform 10 under any contract that I did not enter into knowingly, voluntarily, and intentionally. And furthermore, I do not accept the liability associated with 11 the compelled and pretended "benefit" of any hidden or unrevealed contract 12 or commercial agreement. As such, the hidden or unrevealed contracts that supposedly create obligations to perform, for persons of subject status, are 13 inapplicable to me, and are null and void. If I have participated in any of the 14 supposed "benefits" associated with these hidden contracts, I have done so under duress, for lack of any other practical alternative. I may have received 15 such "benefits" but I have not accepted them in a manner that binds me to 16 anything. 17 17. <u>Any such participation does not constitute "acceptance" in contract law</u>, because of the absence of full disclosure of any valid "offer," and voluntary 18 consent without misrepresentation or coercion, under contract law. Without a 19 valid voluntary offer and acceptance, knowingly entered into by both parties, there is no "meeting of the minds," and therefore no valid contract. Any 20 supposed "contract" is therefore void, ab initio. 21 18. From my age of consent to the date affixed below I have never signed a 22 contract knowingly, willingly, intelligently, and voluntarily whereby I have waived any of my natural common law rights, and, as such, Take Notice that 23 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 24 any way to give any agency or department of any federal or state 25 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. 26 742 at 748 (1970): "Waivers of Constitutional Rights not only must be 27 voluntary, they must be knowingly intelligent acts, done with sufficient awareness of the relevant circumstances and consequences." 28

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 279 of 326 Page ID #:279
	Registered Mail # RF 661 447 751 US
1	19. I have never knowingly and willing signed away my sovereign rights or citizenship. See <i>Brady v. U.S., 397 U.S. 742, 748,(1970) "Waivers of</i>
2	Constitutional Rights, not only must they be voluntary, they must be knowingly
3	intelligent acts done with sufficient awareness."
4	20. "waivers of fundamental Rights must be knowing, intentional, and voluntary acts, done with sufficient awareness of the relevant circumstances
5	and likely consequence s . U.S. v. Brady , 397 U.S. 742 at 748 (1970); U.S.v. O'Dell , 160 F.2d 304 (6 th Cir. 1947)".
6	21. The contract is "unconscionable," and One which no sensible man not under
7	delusion, or duress, or in distress would make, and such as no honest and
8	fair man would accept."; Franklin Fire Ins. Co. v. Noll, 115 Ind. App. 289, 58 N.E.2d 947, 949, 950.
9	22. "Party cannot be bound by contract that he has not made or authorized."
10	Alexander v. Bosworth (1915), 26 C.A. 589, 599, 147 P.607.
11	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/
12	STATE cannot produce the material fact (consideration inducement) or the
13	jurisdictional clause (who is subject to said statute). (SEE: <i>Master / Servant</i> [Employee] Relationship C.J.S.) "Personal, Private, Liberty"
14	24. Since the " consideration " is the "life blood" of any agreement or quasi-
15	agreement, (contractus) "the absence of such from the record is a major
16	manifestation of want of jurisdiction, since without evidence of consideration there can be no presumption of even a quasi-contractus. Such is the
17	importance of a "consideration." Reading R.R. Co. v. Johnson, 7 W & S (Pa.)
18	317.
19	NOT "For Hire" and/or Engaged in "Commerce":
20	
21	25. That I, Kevin Walker, sui juris, do <u>NOT</u> under ANY circumstances utilize the public highways for commercial purposes .
22	
23	26. The California Motor Vehicle Code , section 260: Private cars/vans etc. not in commerce / for profit, are immune to registration fees:
24	(a) A "commercial vehicle" is a vehicle of a type REQUIRED to be
25	REGISTERED under this code".
26	(b) "Passenger vehicles which are not used for the transportation of persons for hire, compensation or profit, and housecars, are not
27	commercial vehicles".
28	
	-Page 5 of 25- AFFIDAVIT: RIGHT TO TRAVEL — C <i>ANCELLATION</i> , TERMINATION, AND REVOCATION of LICENSE/BOND # B673599

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 280 of 326 Page ID #:280		
	Registered Mail # RF 661 447 751 US	
2 3	 <u>18 U.S. Code § 31 - Definition</u>, expressly stipulates, "The term "motor vehicle" means every description of carriage or other contrivance propelled or drawn by mechanical power <u>and</u> used for commercial purposes on the highways in the transportation of passengers, passengers and property, or property or cargo". I am <u>NOT</u> a Fourteenth Amendment legal "<i>person</i>" engaged in interstate 	
5 6 7 8	commerce, nor do I derive income from the travel and transport of goods. I am <u>NOT</u> a " <i>driver</i> ," nor am I an " <i>operator</i> " of a " <i>motor vehicle</i> ." The driver's license is for motor vehicles involved in commerce only. My private, self- propelled transport/contrivance/carriage is <u>NOT</u> involved in commerce, therefore, it is <u>NOT</u> a " <i>motor vehicle</i> ."	
9 10	non-citizen national / "national of the United States":	
11 29 12	The 1st clause of the <u>fourteenth Amendment</u> states: "All persons born or naturalized in the <u>United States</u> , and subject to the jurisdiction thereof, are citizens of the <u>United States</u> and the state wherein they reside."	
13 30 14	The 1st clause of the f <u>ourteenth Amendment</u> does <u>not</u> say: "All persons born or naturalized in the United States, are subject to the jurisdiction thereof"	
15 31 16 17	The 1st clause of the <u>fourteenth Amendment</u> contains two <u>requirements</u> for <u>U</u> nited <u>S</u> tates citizenship: (a) that a person be born or naturalized in the <u>U</u> nited <u>S</u> tates and (b) that a person be subject to the jurisdiction of the <u>U</u> nited <u>S</u> tates.	
	The Department of State document, "Certificates of Non-Citizen Nationality," located at <i>https://travel.state.gov/content/travel/en/legal/travel-legal-</i> <i>considerations/us-citizenship/Certificates-Non-Citizen-Nationality.html</i> says — in part — in the 3 rd paragraph: "Section 101(a)(21) of the INA defines the term ' national ' as 'a person owing permanent allegiance to a state.' Section 101(a) (22) of the INA provides that the term ' national of the United States' includes all U.S. citizens as well as persons who, though not citizens of the United States, owe permanent allegiance to the <u>U</u> nited <u>States</u> (non-citizen nationals)."	
24 33 25 26	Title 8 U.S. Code 1101(a)(22) - Definition, expressly stipulates, " (22) The term "national of the United States" means (A) a citizen of the United States, or (B) a person who, though not a citizen of the United States, owes permanent allegiance to the United States."	
	As a national I possess a passport book /bond # A39235161 and passport card /bond # C3551007, both issued after expressly indicating during the process that I am a "non-citizen national ."	
	-Page 6 of 25- AFFIDAVIT: RIGHT TO TRAVEL C <i>ANCELLATION</i> , TERMINATION, AND REVOCATION of LICENSE/BOND # B673599	

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 281 of 326 Page ID #:281
	Registered Mail # RF 661 447 751 US
1	35. <u>22 CFR § 51.2 - Passport issued to nationals only</u> , stipulates: (a) A passport may be issued only to a U.S. national .
2 3 4	36. <u>22 CFR § 51.3 - Types of passports</u> , 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.
5	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 <u>U</u> nited <u>S</u> tates."
7 8 9	38. <u>Title 18 U.S. Code § 112</u> - 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 <u>same meaning.</u>
10 11 12 13	 39. It is <u>unequivocally true</u> that <u>Title 18 U.S. Code § 112 - Protection of foreign</u> officials, official guests, and internationally protected persons expressly stipulates that in additional 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."
14 15 16 17 18	 40. I am <u>also</u> a <u>natural born</u> State Citizen of California the republic in its De'jure capacity as one of the several <u>s</u>tates 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 <u>united States statutes at large, July 27th</u>, 1868 also known as the expatriation statute. Wherefore I am not a fourteenth amendment citizen, and deny all presumptions made about me
19 20 21 22	 41. I am not and have never been a <u>U</u>nited <u>S</u>tates[®] citizen or citizen of any foreign or domestic municipal corporation or anything else not specifically stated. Wherefore there is no <u>U</u>nited <u>S</u>tates citizenship to renounce. I was not born nor do I live in, nor am I a "resident" of the <u>U</u>nited <u>S</u>tates, the District of Colombia or any federal area or territory. See 1940 Buck Act
23 24 25	citizen of the state vs citizen of the United States:
25 26 27 28	42. "The Fourteenth Amendment <u>creates and defines</u> citizenship of the <u>United</u> <u>States</u> . 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 <u>United States</u> , except as that condition arose from citizenship of some state. No mode existed, it was said, of -Page 7 of 25- AFFIDAVIT: RIGHT TO TRAVEL – CANCELLATION, TERMINATION, AND REVOCATION of LICENSE/BOND # B673599

Registered Mail # RF 661 447 751 US

1 2 3	of sor define	ning a citizenship of the <u>U</u> nited <u>S</u> tates, except by first becoming a citizen ne state. <u>This question is now at rest.</u> The fourteenth amendment es and declares who shall be citizens of the <u>U</u> nited <u>S</u> tates, to wit, "all ons born or naturalized in the <u>U</u> nited <u>S</u> tates, <u>and</u> subject to the
		liction thereof." The latter qualification was intended to exclude the
4 5		ren of foreign representatives and the like. With this qualification, every n born in the United States or naturalized is declared to be a citizen of
6		nited <u>S</u> tates and of the state wherein he resides." – UNITED STATES V. HONY. [11 Blatchf. 200; 5 Chi. Leg. News. 462, 493; 17 Int. Rev. Rec. 197;
7	30 Le	g. Int. 266; 5 Leg. Op. 63; 20 Pittsb. Leg. J. 199.] Circuit Court, N. D. New June 18, 1873.
8		" non resident" to the "residency" of the <u>fourteenth Amendment</u> and
9	"alier	n" to the "citizenship" thereof; therefore I, Kevin: Walker, sui juris, am ubject to the jurisdictional statements of the United States Code.
10	4	
11		not a "resident" of any state under the <u>fourteenth Amendment</u> and by publicly disavow <u>any and all</u> contracts, forms, agreements,
12	appli	cations, certificates, licenses, permits, or other documents that I or any person may have signed expressly or by acquiescence that would
13	grant	me any privileges and thereby ascribe to me rights and duties under a
14	the <u>u</u> r	antive system of law other than the Constitutional Contract of 1787 for nited <u>s</u> tates of America and of the constitutions for the several states of
15		nion, <u>exclusive of the fourteenth Amendment</u> .
16		quite clear, then, that there is a citizenship of the <u>U</u> nited <u>States**</u> and zenship of a State, which are distinct from each other and which
17 18	-	nd upon different characteristics or circumstances in the individual." – <u>hter House Cases</u> , 83 U.S. 36 (1872).
19		have in our political system a Government of the <u>U</u> nited <u>S</u> tates and a
20	U U	rnment of each of the several <u>S</u> tates. Each one of these governments is not from the others, and each has citizens of its own who owe it
20	allegi	ance, and whose rights, within its jurisdiction, it must protect. The
22		person may be at the same time a <u>citizen of the United States and a</u> en of a <u>State</u> , but his rights of citizenship under one of these
23	gover	rnments will be different from those he has under the other." — Ther House Cases United States vs. Cruikshank , 92 U.S. 542 (1875).
24	-	may be a citizen of a State and yet not a citizen of the United States."
25		homasson v. State, 15 Ind. 449; Cory v. Carter, 48 Ind. 327 (17 Am. R.
26	· · ·	<u>McCarthy v. Froelke</u> , 63 Ind. 507; <u>In Re Wehlitz</u> , 16 Wis. 443. [<u>McDonel</u> <u>te</u> , 90 Ind. 320, 323 (1883)] [underlines added].
27		first clause of the fourteenth amendment of the federal Constitution
28	made	e negroes citizens of the <u>United States**</u> , and citizens of the <u>s</u> tate in h they reside, and thereby created two classes of citizens, one of the
	AF	-Page 8 of 25- FIDAVIT: RIGHT TO TRAVEL C <i>ANCELLATION</i> , TERMINATION, AND REVOCATION of LICENSE/BOND # B673599

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 283 of 326 Page ID #:283
	Registered Mail # RF 661 447 751 US
1	<u>U</u> nited <u>S</u> tates** and the other of the state." — [4 Dec. Dig. '06, p. 1197, sec. 11] ["Citizens" (1906), emphasis added].
2	49. "That there is a citizenship of the United States and a citizenship of a state,
3 4	and the privileges and immunities of one are not the same as the other is well established by the decisions of the courts of this country." $-$ [Tashiro v.
5	<u>Jordan</u> , 201 Cal. 236 (1927)]. 50. " both before and after the Fourteenth Amendment to the federal
6	Constitution, it has not been necessary for a person to be a citizen of the United States in order to be a citizen of his state." – [Crosse v. Board of
7	Supervisors of Elections] [221 A.2d 431 (1966)].
8	51. "The privileges and immunities clause of the <u>Fourteenth Amendment</u>
9	protects very few rights because it neither incorporates any of the Bill of Rights nor protects all rights of individual citizens. See Slaughter-House
10	Cases, 83 U.S. (16 Wall.) 36, 21 L.Ed. 394 (<u>1873</u>). Instead, this provision
11	protects only those rights peculiar to being a citizen of the federal government; it does not protect those rights which relate to state citizenship."
12	 – [Jones v. Temmer, 829 F.Supp. 1226 (USDC/DCO 1993)]
13	
14	Automobiles NOT classified as vehicles but rather
15	Personal:
16	
17	52. "Automobile purchased for the purpose of transporting buyer to and from his place of employment was ``consumer goods" as defined in UCC 9-109."
18	Mallicoat v Volunteer Finance & Loan Corp., 3 UCC Rep Serv 1035; 415 S.W.2d 347 (Tenn. App., 1966).
19	53. "The provisions of UCC 2-316 of the Maryland UCC do not apply to sales of
20	consumer goods (a term which includes automobiles, whether new or used, that are bought primarily for personal, family, or household use)." Maryland
21	Independent Automobile Dealers Assoc., Inc. v Administrator, Motor
22	Vehicle Admin., 25 UCC Rep Serv 699; 394 A.2d 820, 41 Md App 7 (1978). 54 "ITT he compared off of all all of a large design of a large
23 24	54. "[T]he expression `` personal effects'' clearly includes an automobile [.]" In re Burnside's Will , 59 N.Y.S.2d 829, 831 (1945). Cites Hillhouse, Arthur, and Mitchell's Will, supre-
	Mitchell's Will, supra.
25	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).
26	
27	Use defines classification:
28	A <u>Private/Personal</u> Automobile is <u>NOT</u> required to be registered by Law.
i	-Page 9 of 25- AFFIDAVIT: RIGHT TO TRAVEL C <i>ANCELLATION</i> , TERMINATION, AND REVOCATION of LICENSE/BOND # B673599

Case	5:25-0	cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 284 of 326 Page ID #:284
		Registered Mail # RF 661 447 751 US
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 <u>private</u> purposes , and that their use for purposes of gain is special and extraordinary which,
3		generally at least, the legislature may prohibit or condition as it sees fit."
4		Stephenson vs. Rinford, 287 US 251; Pachard vs Banton, 264 US 140, and cases cited; Frost and F. Trucking Co. vs. Railroad Commission, 271 US 592;
5		Railroad commission vs. Inter-City Forwarding Co., 57 SW.2d 290; Parlett
6	57.	Cooperative vs. Tidewater Lines, 164 A. 313
7	57.	The California Motor Vehicle Code, section 260: Private cars/vans etc. not in commerce / for profit, are immune to registration fees:
8		(a) A "commercial vehicle" is a vehicle of a type REQUIRED to be REGISTERED under this code".
9		(b) "Passenger vehicles which are not used for the transportation of
10		persons for hire, compensation or profit, and housecars, are not commercial vehicles".
11		(c) "a vanpool vehicle is not a commercial vehicle."
12	58.	18 U.S. Code § 31 - Definition, expressly stipulates, "The term "motor
13		vehicle" means every description of carriage or other contrivance propelled or drawn by mechanical power <u>and</u> used for commercial purposes on the
14 15		highways in the transportation of passengers, passengers and property, or property or cargo".
16	59.	A vehicle not used for commercial activity is a "consumer goods",it is
17		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.
18		Serv. 1021, 236 A2d 484, UCC PP 9-109.14.
19 20	60.	"The privilege of using the streets and highways by the operation thereon of motor carriers <u>for hire</u> can be acquired only by permission or license from the
20	(1	state or its political subdivision. "– Black's Law Dictionary, 5th ed, page 830.
21	01.	"It is held that a tax upon common carriers by motor vehicles is based upon a reasonable classification, and does not involve any unconstitutional
23		discrimination, although it does not apply to <u>private</u> vehicles , or those used by the owner in his own business, and not for hire." Desser v. Wichita , (1915)
23		96 Kan. 820; Iowa Motor Vehicle Asso. v. Railroad Comrs., 75 A.L.R. 22.
25	62.	"Thus self-driven vehicles are classified according to the use to which they
26		are put rather than according to the means by which they are propelled." Ex Parte Hoffert, 148 NW 20.
27	63.	In view of this rule a statutory provision that the supervising officials "may "
28		exempt such persons when the transportation is not on a commercial basis
		-Page 10 of 25- AFFIDAVIT: RIGHT TO TRAVEL — C <i>ANCELLATION</i> , TERMINATION, AND REVOCATION of LICENSE/BOND # B673599

Case	5:25-c	v-00646-WLH-MAA Document 1 Filed 03/11/25 Page 285 of 326 Page ID #:285
		Registered Mail # RF 661 447 751 US
1		means that they "must" exempt them ." State v. Johnson, 243 P. 1073; 60 C.J.S. section 94 page 581.
2	64.	"The use to which an item is put, rather than its physical characteristics,
3		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 ,
4		Inc., 23 UCC Rep Serv 655; 355 So.2d 338 (Ala., 1978).
5	65.	"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 exclusive and the principal use to which the property is put should be
7	:	considered as determinative." James Talcott, Inc. v Gee, 5 UCC Rep Serv
8		1028; 266 Cal.App.2d 384, 72 Cal.Rptr. 168 (1968).
9	66.	"The classification of goods in UCC 9-109 are mutually exclusive." McFadden v Mercantile-Safe Deposit & Trust Co., 8 UCC Rep Serv 766; 260
10		Md 601, 273 A.2d 198 (1971).
11	67.	"The classification of ``goods" under [UCC] 9-109 is a question of fact."
12		Morgan County Feeders, Inc. v McCormick, 18 UCC Rep Serv 2d 632; 836 P.2d 1051 (Colo. App., 1992).
13	68.	"The definition of ``goods" includes an automobile." Henson v Government
14		Employees Finance & Industrial Loan Corp., 15 UCC Rep Serv 1137; 257 Ark 273, 516 S.W.2d 1 (1974).
15		
16		The RIGHT to Travel is not a Privilege:
17		
18	69.	"No State government entity has the power to allow or deny passage on the highways, byways, nor waterways transporting his vehicles and personal
19		property for either recreation or business, but by being subject only to local
20		regulation i.e., safety, caution, traffic lights, speed limits, etc. Travel is not a privilege requiring, licensing, vehicle registration, or forced insurances ."
21		Chicago Coach Co. v. City of Chicago, 337 Ill. 200, 169 N.E. 22.
22	70.	The fundamental Right to travel is NOT a Privilege, it's a gift granted by
23		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
24		private "Code" (secret) or a "Statute."
25	71.	" Traveling is passing from place to place—act of performing journey ; and
26	70	traveler is person who travels." In Re Archy (1858), 9 C. 47.
27	12.	"Right of transit through each state, with every species of property known to constitution of United States, and recognized by that paramount law, is
28		secured by that instrument to each citizen, and does not depend upon
		-Page 11 of 25- AFFIDAVIT: RIGHT TO TRAVEL — C <i>ANCELLATION</i> , TERMINATION, AND REVOCATION of LICENSE/BOND # B673599

Case 5	25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 286 of 326 Page ID #:286
	Registered Mail # RF 661 447 751 US
1	uncertain and changeable ground of mere comity." In Re Archy (1858), 9 C. 47.
2 3	73. Freedom to travel is, indeed, an important aspect of the citizen's "liberty". We are first concerned with the extent, if any, to which Congress has authorized its curtailment. (Road) Kent v. Dulles , 357 U.S. 116, 127.
4 5 6	74. The right to travel is a part of the "liberty" of which the citizen cannot be deprived without due process of law under the Fifth Amendment. So much is conceded by the solicitor general. In Anglo Saxon law that right was emerging at least as early as Magna Carta. Kent v. Dulles, 357 U.S. 116, 125.
7 8 9 10	75. "Even the legislature has no power to deny to a citizen the right to travel upon the highway and transport his property in the ordinary course of his business or pleasure, though this right may be regulated in accordance with public interest and convenience. <i>Chicago Coach Co.</i> v. <i>City of Chicago</i> , 337 Ill. 200, 169 N.E. 22, 206.
11 12 13 14 15 16 17 18 19	76. " It is now universally recognized that the state does possess such power [to impose such burdens and limitations upon private carriers when using the public highways for the transaction of their business] with respect to common carriers using the public highways for the transaction of their business in the transportation of persons or property for hire. That rule is stated as follows by the supreme court of the United States : 'A citizen may have, under the fourteenth amendment, the right to travel and transport his property upon them (the public highways) by auto vehicle , but he has no right to make the highways his place of business by using them <i>as a common carrier for hire</i> . Such use is a privilege which may be granted or withheld by the state in its discretion, without violating either the due process clause or the equal protection clause.' (<i>Buck v. Kuykendall</i> , 267 U. S. 307 [38 A. L. R. 286, 69 L. Ed. 623, 45 Sup. Ct. Rep. 324].
20 21 22 23 24 25 26	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 <u>business</u> and uses it for <u>private</u> 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."
27 28	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 -Page 12 of 25- AFFIDAVIT: RIGHT TO TRAVEL CANCELLATION, TERMINATION, AND REVOCATION of LICENSE/BOND # B673599

Case	5:25-c	v-00646-WLH-MAA Document 1 Filed 03/11/25 Page 287 of 326 Page ID #:287
		Registered Mail # RF 661 447 751 US
1		his business or pleasure, though this right may be regulated in accordance with the public interest and convenience." ["regulated" means traffic safety
2 3		enforcement, stop lights, signs etc.] – Chicago Motor Coach v. Chicago, 169 NE 22.
4	79.	"The claim and exercise of a constitutional right cannot be converted into a crime." – Miller v. U.S., 230 F 2d 486, 489
5 6	80.	"Owner has constitutional right to use and enjoyment of his property." Simpson v. Los Angeles (1935), 4 C.2d 60, 47 P.2d 474.
7	81.	"There can be no sanction or penalty imposed upon one because of this exercise of constitutional rights." —Sherar v. Cullen, 481 F. 945
8 9	82.	The right of the citizen to travel upon the highway and to transport his property thereon, in the ordinary course of life and business, differs radically
10 11		and obviously from that of one who makes the highway his place of business for private gain in the running of a stagecoach or omnibus." – State vs. City of Spokane, 186 P. 864.
12	83.	"The right of the citizen to travel upon the public highways and to transport his/her property thereon either by carriage or automobile, is not a mere
13 14		privilege which a city [or State] may prohibit or permit at will, but a common right which he/she has under the right to life, liberty, and the pursuit of happiness." — Thompson v. Smith, 154 SE 579.
15 16	84.	"The right of the Citizen to travel upon the public highways and to transport his property thereon, in the ordinary course of life and business, is a common right which he has under the right to enjoy life and liberty, to
17 18		acquire and possess property, and to pursue happiness and safety. It includes the right, in so doing, to use the ordinary and usual conveyances of the day, and under the existing modes of travel , includes the right to drive a horse
19 20		drawn carriage or wagon thereon or to operate an automobile thereon, for the usual and ordinary purpose of life and business." — Thompson vs. Smith, supra.; Teche Lines vs. Danforth, Miss., 12 S.2d 784
21 22	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
23		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
24 25	94	SSW 607;25 Am.Jur. (1st) Highways Sect.163.
26	ð0.	"The right to b is part of the Liberty of which a citizen cannot deprived without due process of law under the <u>Fifth Amendment</u> . This Right was emerging as early as the Magna Carta." — <u>Kent vs. Dulles</u> , 357 US 116 (1958)
27 28	87.	"The state cannot diminish Rights of the people." — <u>Hurtado vs. California</u> , 110 US 516.
		-Page 13 of 25- AFFIDAVIT: RIGHT TO TRAVEL — C <i>ANCELLATION</i> , TERMINATION, AND REVOCATION of LICENSE/BOND # B673599
ļ	11	

Case	Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 288 of 326 Page ID #:288			
		Registered Mail # RF 661 447 751 US		
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 make it necessary for the welfare of all other citizens. The Right of the Citizen		
3		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		
4		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		
5		Constitutional guarantee one may, therefore, under normal conditions, travel		
6		at his inclination along the public highways or in public places, and while 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,		
8		but in his safe conduct." –II Am.Jur. (1st) Constitutional Law, Sect.329,		
9		p.1135.		
10		Household goods:		
11	8 9.	"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 16		825, held that carriages were properly classified as household effects , and 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 20	92.	"[I]t is a jury question whether an automobile is a motor vehicle[.]" United States v Johnson, 718 F.2d 1317, 1324 (5th Cir. 1983).		
21	93.			
22		household effects, Matter of Winburn's Will, supra [139 Misc. 5, 247 N.Y.S. 592], stated the test to be ``whether the articles are or are not used in or by the		
23		household, or for the benefit or comfort of the family"." In re Bloomingdale's Estate, 142 N.Y.S.2d 781, 785 (1955).		
24	0/	"The use to which an item is put, rather than its physical characteristics,		
25	<i>7</i> 4.	determine whether it should be classified as ``consumer goods'' under UCC		
26		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		
		-Page 14 of 25- AFFIDAVIT: RIGHT TO TRAVEL — C <i>ANCELLATION</i> , TERMINATION, AND REVOCATION of LICENSE/BOND # B673599		

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 289 of 326 Page ID #:289
	Registered Mail # RF 661 447 751 US
1	exclusive and the principal use to which the property is put should be considered as determinative ." James Talcott, Inc. v Gee , 5 UCC Rep Serv
2	1028; 266 Cal.App.2d 384, 72 Cal.Rptr. 168 (1968).
3 4	96. "The classification of goods in UCC 9-109 are mutually exclusive." McFadden v Mercantile-Safe Deposit & Trust Co., 8 UCC Rep Serv 766; 260 Md 601, 273 A.2d 198 (1971).
5	97. "The classification of ``goods" under [UCC] 9-109 is a question of fact."
6	Morgan County Feeders, Inc. v McCormick, 18 UCC Rep Serv 2d 632; 836 P.2d 1051 (Colo. App., 1992).
7	98. "In determining whether or not a motor boat was included in the expression
8	household effects, Matter of Winburn's Will, supra [139 Misc. 5, 247 N.Y.S. 592], stated the test to be ``whether the articles are or are not used in or by the
9	household, or for the benefit or comfort of the family"." In re Bloomingdale's
10	Estate, 142 N.Y.S.2d 781, 785 (1955).
11	99. "The term `` household goods " includes everything about the house that is usually held and enjoyed therewith and that tends to the comfort and
12	accommodation of the household. Lawwill v. Lawwill, 515 P.2d 900, 903, 21
13	Ariz.App. 75" 19A Words and Phrases – Permanent Edition (West) pocket part 94. Cites Mitchell's Will below.
14	100. "Bequest of such ``household goods and effects" included not only
15	household furniture, but everything else in the house that is usually held and used by the occupants of a house to lead to the comfort and accommodation
16	of the household. State ex rel. Mueller v Probate Court of Ramsey County,
17 18	32 N.W.2d 863, 867, 226 Minn. 346." 19A Words and Phrases - Permanent Edition (West) 514.
19	101. "All household goods owned by the user thereof and used solely for
20	noncommercial purposes shall be exempt from taxation, and such person entitled to such exemption shall not be required to take any affirmative action
21	to receive the benefit from such exemption." Ariz. Const. Art. 9, 2.
22	102. "[H]ousehold goods"did not [include] an automobileused by the testator, who was a practicing physician, in going from his residence to his office and
23	vice versa, and in making visits to his patients." Mathis v Causey, et al., 159
24	S.E. 240 (Ga. 1931). 103. "Debtors could not avoid lien on motor vehicle, as motor vehicles are not
25	``household goods'' within the meaning of Bankruptcy Code lien avoidance
26	provision. In re Martinez, Bkrtcy.N.M. , 22 B.R. 7, 8." 19A Words and Phrases - Permanent Edition (West) pocket part 94.
27	- I CIMATICIT DUITON (MCSI) POCACI PATI 24.
28	
	-Page 15 of 25- AFFIDAVIT: RIGHT TO TRAVEL C <i>ANCELLATION</i> , TERMINATION, AND REVOCATION of LICENSE/BOND # B673599

1

2

3

4

5

6

7

8

9

10

11

12

13

14

23

24



- 104. "The definition of ``goods'' includes an automobile." Henson v Government Employees Finance & Industrial Loan Corp., 15 UCC Rep Serv 1137; 257 Ark 273, 516 S.W.2d 1 (1974).
- 105. "An automobile was part of testatrix' ``household goods'' within codicil. In re Mitchell's Will, 38 N.Y.S.2d 673, 674, 675 [1942]." 19A Words and Phrases – Permanent Edition (West) 512. Cites Arthur v Morgan, supra.

The People are the Sovereign(s)!

106. Therefore, I have determined and hereby affirm by **AFFIDAVIT** and under oath, by virtue of my declared **sovereign** state Citizenship and American case law, that I am <u>NOT</u> required to have government permission to **travel**, <u>NOT</u> required to have a driver's license, <u>NOT</u> required to have vehicle registration of my personal/private property, nor to surrender the lawful title of my duly conveyed property to the State as security against government indebtedness and the undeclared federal bankruptcy. **ANY administrative rule, regulation or statutory act of ANY State legislature or judicial tribunal to the contrary is unlawful and clearly unconstitutional, thus NULL and VOID.** American case law has clearly adjudicated that.

107. "The individual may stand upon his **constitutional rights** as a <u>c</u>itizen. He is 15 entitled to carry on his private business in his own way. His power to 16 contract is <u>unlimited</u>. He owes no such duty [to submit his books and papers for an examination] to the State, since he receives nothing therefrom, beyond 17 the protection of his life and property. His rights are such as existed by the 18 law of the land [Common Law] long antecedent to the organization of the State, and can only be taken from him by due process of law, and in 19 accordance with the Constitution. Among his rights are a refusal to 20 incriminate himself, and the immunity of himself and his property from arrest or seizure except under a warrant of the law. He owes nothing to the 21 public so long as he does not trespass upon their rights." Hale v. Henkel, 201 22 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 s overeign power. Cook vs Iverson , 122, N.M. 251.
2	110. "Right of protecting property, declared inalienable by constitution, is not
3	mere right to protect it by individual force, but right to protect it by law of land, and force of body politic." Billings v. Hall (1857), 7 C. 1.
4	111. "Constitution of this state declares, among inalienable rights of each citizen,
5	that of acquiring, possessing and protecting property . This is one of primary objects of government, is guaranteed by constitution, and cannot be impaired
7	by legislation." Billings v. Hall (1857), 7 C. 1.
	112. "The state constitution is the mandate of a sovereign people to its servants
8 9	and representatives. Not one of them has a right to ignore or disregard these mandates" John F. Jelko Co. vs. Emery , 193 Wisc. 311; 214 N.W. 369, 53
10	A.L.R., 463; Lemon vs. Langlin, 45 Wash. 2d 82, 273 P.2d 464. People are supreme, not the state. Waring vs. the Mayor of Savannah, 60 Georgia at 93.
11	113. The people of the State do not yield their sovereignty to the agencies which
12	serve them . The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is
13	not good for them to know. The people insist on remaining informed so that
14	they may retain control over the instruments they have created. (Added Stats. 1953, c. 1588, p.3270, sec. 1.)
15	114. The people are the recognized source of all authority, state or municipal,
16	and to this authority it must come at last, whether immediately or by circuitous route. Barnes v. District of Columbia , 91 U.S. 540, 545 [23: 440,
17	441]. p 234.
18	115. "the government is but an agency to the state," the state being the
19	sovereign people. <i>State v. Chase</i> , 175 Minn, 259, 220 N.W. 951, 953.
20	116. Sovereignty itself is, of course, not subject to law, for it is the author and source of law; but in our system, while sovereign powers are delegated to
21	the agencies of government, sovereignty itself remains with the people, by
22	whom and for whom all government exists and acts. And the law is the definition and limitation of power.
23	117. "The Congress cannot revoke the Sovereign power of the people to
24	override their will as thus declared." Perry v. United States , 294 U.S. 330, 353
25	(1935).
26	118. "The Doctrine of Sovereign Immunity is one of the Common-Law immunities and defenses that are available to the Sovereign" Citizen of
27	Minnesota. Will v. Michigan Dept. of State Police, (1988) 491 U.S. 58, 105
27	L.Ed. 2d. 45, 109 S.Ct. 2304.
20	
	-Page 17 of 25- AFFIDAVIT: RIGHT TO TRAVEL — C <i>ANCELLATION</i> , TERMINATION, AND REVOCATION of LICENSE/BOND # B673599

ID #:292

Registered Mail # RF 661 447 751 US

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

119. "The people of the state, as the successors of its former sovereign, are entitled to all the rights which formerly belonged to the king by his own prerogative." Lansing v. Smith, (1829) 4 Wendell 9, (NY). 120. History is clear that the first ten amendments to the Constitution were adopted to secure certain common law rights of the people, against invasion by the Federal Government." Bell v. Hood, 71 F.Supp., 813, 816 (1947) U.S.D.C. -- So. Dist. CA. 121. When any court violates the clean and unambiguous language of the Constitution, a fraud is perpetrated and no one is bound to obey it. (See 16 Ma. Jur. 2d 177, 178) State v. Sutton, 63 Minn. 147, 65 NW 262, 30 L.R.A. 630 Am. 459. 122. "The 'liberty' guaranteed by the constitution must be interpreted in the light of the common law, the principles and history of which were familiar and known to the framers of the constitution. This liberty denotes the right of the individual to engage in any of the common occupations of life, to locomote, and generally enjoy those rights long recognized at common law as essential to the orderly pursuit of happiness by free men." Myer v. Nebraska, 262 U.S. 390, 399; United States v. Kim Ark, 169 U.S. 649, 654.

123. "An unconstitutional act is not law; it confers no rights; it imposes no duties; affords no protection; it creates no office; it is in legal contemplation, as inoperative as though it had never been passed." Norton vs. Shelby County, 118 US 425 p. 442.

16
 124. "No one is bound to obey an unconstitutional law and no courts are bound to enforce it." 16 Am Jur 2nd, Sec 177 late 2d, Sec 256.

18 125. All laws which are repugnant to the Constitution are null and void. Chief
 19 Justice Marshall, Marbury vs Madison, 5, U.S. (Cranch) 137, 174, 176 (1803).

126. <u>Any violation</u> of my Rights, Freedom, or Property by the U.S. federal 20 government, or any agent thereof, would be an illegal and unlawful excess, clearly outside the limited boundaries of federal jurisdiction. My 21 understanding is that the jurisdiction of the U.S. federal government is 22 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 23 legislation in all cases whatsoever, over such district (NOT EXCEEDING 24 TEN MILES SQUARE) as may, by cession of particular states and the acceptance of Congress, become the seat of the Government of the United 25 States, [District of Columbia] and to exercise like authority over all places 26 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 27 needful Buildings; And - To make all laws which shall be necessary and 28 proper for carrying into Execution the foregoing Powers..." [emphasis added]



and Article IV, Section 3, Clause 2: "The Congress shall have the Power to 1 dispose of and make all needful Rules and Regulations respecting the 2 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 3 States, or of any particular State." —- The definition of the "United States" 4 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) 5 American Samoa (6) Northern Mariana Islands (7) Trust Territory of the Pacific Islands (8) Military bases within the several states (9) Federal agencies 6 within the several states. 7 127. The Supremacy Clause of the Constitution of the United States (Article VI, 8 Clause 2) establishes that the Constitution, federal laws made pursuant to it, and treaties made under its authority, constitute the "supreme Law of the 9 Land", and thus take priority over any conflicting state laws. It provides 10 that state courts are bound by, and state constitutions subordinate to, the supreme law. However, federal statutes and treaties must be within the 11 parameters of the Constitution; that is, they must be pursuant to the federal 12 government's enumerated powers, and not violate other constitutional limits on federal power ... As a constitutional provision identifying the 13 supremacy of federal law, the Supremacy Clause assumes the underlying 14 priority of federal authority, albeit only when that authority is expressed in the Constitution itself; no matter what the federal or state governments 15 might wish to do, they must stay within the boundaries of the Constitution. 16 128. ANY action involving a citation or ticket issued, confiscation, 17 impoundment or search and seizure of my private property by a police 18 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 19 citation or ticket is thus NULL and VOID. Under every circumstance 20 without exception, government officials must hold the Constitution for the united states of America (1791) supreme over ANY other laws, regulations or 21 orders. Every police (executive) officer or judicial officer has swore an oath to 22 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 23 Citizens of their constitutionally protected rights is a direct violation of 24 their oath of office, a felony and a federal crime. 25 Government, Public Servants, Officers, Judges are NOT 26 **Immune from suit!** 27

28



l	$\mathbf{Registereu Ivian # RF001 447751 05 } \mathbf{Registereu Ivian # RF001 447751 05 } Registereu Ivi$
1 2	129. "Public officials are <u>not</u> immune from suit when they transcend their lawful authority by invading constitutional rights." – AFLCIO v. Woodward, 406 F2d 137 t.
3 4 5	130. "Immunity fosters neglect and breeds irresponsibility while liability promotes care and caution, which caution and care is owed by the government to its people." (Civil Rights) Rabon vs Rowen Memorial Hospital, Inc. 269 N.S. 1, 13, 152 SE 1 d 485, 493.
6 7 8	131. Government Immunity - "In Land v. Dollar, 338 US 731 (1947), the court noted, "that when the government entered into a commercial field of activity, it left immunity behind." Brady v. Roosevelt, 317 US 575 (1943); FHA v. Burr, 309 US 242 (1940); Kiefer v. RFC, 306 US 381 (1939).
9 10 11 12	132. The high Courts, through their citations of authority, have frequently declared, that "where any state proceeds against a private individual in a judicial forum it is well settled that the state, county, municipality, etc. waives any immunity to counters, cross claims and complaints, by direct or collateral means regarding the matters involved." Luckenback v. The Thekla, 295 F 1020, 226 Us 328; Lyders v. Lund, 32 F2d 308;
13 14 15 16	133. "When enforcing mere statutes, judges of all courts do not act judicially (and thus are not protected by "qualified" or "limited immunity," - SEE: Owen v. City, 445 U.S. 662; Bothke v. Terry, 713 F2d 1404) "but merely act as an extension as an agent for the involved agency but only in a "ministerial" and not a "discretionary capacity" Thompson v. Smith, 154 S.E. 579, 583; Keller v. P.E., 261 US 428; F.R.C. v. G.E., 281, U.S. 464.
 17 18 19 20 21 	 134. Immunity for judges does not extend to acts which are clearly outside of their jurisdiction. Bauers v. Heisel, C.A. N.J. 1966, 361 F.2d 581, Cert. Den. 87 S.Ct. 1367, 386 U.S. 1021, 18 L.Ed. 2d 457 (see also Muller v. Wachtel, D.C.N.Y. 1972, 345 F.Supp. 160; Rhodes v. Houston, D.C. Nebr. 1962, 202 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).
22 23	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.
24 25	136. "The immunity of judges for acts within their judicial role is beyond cavil." Pierson v. Ray , 386 U.S. 547 (1957).
26 27	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
28	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 -Page 20 of 25- AFFIDAVIT: RIGHT TO TRAVEL – CANCELLATION, TERMINATION, AND REVOCATION of LICENSE/BOND #B673599



	Registered Iviali # RF 001 447 701 005 *********************************
1	University of Pittsburg , 375 F.Supp. 1119, 'see also, White vs Fleming 374 Supp. 267.
2 3	138. "Ignorance of the law does not excuse misconduct in anyone, least of all in a sworn officer of the law." In re McCowan (1917), 177 C. 93, 170 P. 1100.
4	139. "All are presumed to know the law." San Francisco Gas Co. v. Brickwedel (1882), 62 C. 641; Dore v. Southern Pacific Co. (1912), 163 C. 182, 124 P. 817;
5 6	People v. Flanagan (1924), 65 C.A. 268, 223 P. 1014; Lincoln v. Superior Court (1928), 95 C.A. 35, 271 P. 1107; San Francisco Realty Co. v. Linnard (1929), 98 C.A. 33, 276 P. 368.
7 8	140. "It is one of the fundamental maxims of the common law that ignorance of the law excuses no one." Daniels v. Dean (1905), 2 C.A. 421, 84 P. 332.
9 10	 141. "Where rights secured by the Constitution are involved, there can be no rule making or legislation which would abrogate them." – Miranda vs. Arizona, 384 US 436, 491
11 12	142. "Judge acted in the face of clearly valid statutes or case law expressly depriving him of (personal) jurisdiction would be liable." Dykes v. Hosemann , 743 F.2d 1488 (1984).
13 14	143. "In such case the judge has lost his judicial function, has become a mere private person, and is liable as a trespasser for damages resulting from his unauthorized acts."
15 16 17	144. "Where there is no jurisdiction there is no judge; the proceeding is as nothing. Such has been the law from the days of the Marshalsea, 10 Coke 68; also Bradley v. Fisher , 13 Wall 335,351." Manning v. Ketcham , 58 F.2d 948.
18 19	145. "A distinction must be here observed between excess of jurisdiction and the clear absence of all jurisdiction over the subject-matter any authority exercised is a usurped authority and for the exercise of
20	146. "Personal liberty consists of the power of locomotion, of changing situations, of removing one's person to whatever place one's inclination may
21 22	direct, without imprisonment or restraint unless by due process of law." – Bovier's Law Dictionary, 1914 ed., Black's Law Dictionary, 5th
23	ed.;Blackstone's Commentary 134; Hare, ConstitutionPg. 777. 147. "The Senators and Representatives before mentioned, and the Members of
24	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
25 26	Affirmation, to support this Constitution;" – Constitution
27	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 " <i>color</i> <i>of law</i> " will be construed as a direct and willful violation of my
28	
	-Page 21 of 25-

I

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 296 of 326 Page ID #:296
	Registered Mail # RF 661 447 751 US
1	constitutionally protected rights , and will be prosecuted to the full extent of American law.
2 3 4 5	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 Statesshall be fined not more than \$1,000 or imprisoned not more than one year, or both" – <u>18 USC 242.</u>
6 7	150. <u>Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and</u> <u>internationally protected persons</u> , stipulates: Whoever assaults, strikes, wounds, imprisons, or offers violence to a foreign official, official
8	guest, or internationally protected person or makes any other violent attack
9	upon the person or liberty of such person, or, if likely to endanger his person
10	or liberty, makes a violent attack upon his official premises, private accommodation, or means of transport <u>or attempts</u> to commit any of the
11	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
12	imprisoned not more than ten years, or both. (b) Whoever willfully – (1)
13	intimidates, coerces, threatens, or harasse s a foreign official or an official guest or obstructs a foreign official in the performance of his duties; (2)
14	<u>attempts to</u> intimidate, coerce, threaten, or harass a foreign official or an
15	official guest or obstruct a foreign official in the performance of his duties; or (2) within the United States and within one hundred feet of any building or
16	(3) within the <u>United States and within one hundred feet of any building or</u> premises in whole or in part owned, used, or occupied for official business or
17	for diplomatic, consular, or residential purposes by $-(A)$ a foreign
18	government, including such use as a mission to an international organization; (B) an international organization; (C) a foreign official; or (D) an official
19	guest; congregates with two or more other persons with intent to violate any
20	other provision of this section; shall be fined under this title or imprisoned not more than <u>six months, or both.</u>
21	151. 15 U.S. Code § 2 - Monopolizing trade a felony; penalty, stipulates:
22	Every person who shall monopolize, or attempt to monopolize, or combine
23	or conspire with any other person or persons, to monopolize any part of the trade or commerce among the several <u>S</u> tates, or with foreign nations, shall be
24	deemed guilty of a felony, and, on conviction thereof, shall be punished by
25	fine not exceeding \$100,000,000 if a corporation, or, if any other person, \$1,000,000, or by imprisonment not exceeding <u>10 years</u> , or <u>by</u>
26	both said punishments, in the discretion of the court
27	152. <u>18 U.S. Code § 1025 - False pretenses on high seas and other waters,</u> expressly stipulates: Whoever , upon any waters or vessel within the special
28	maritime and territorial jurisdiction of the United States by any fraud or

maritime and territorial jurisdiction of the United States, by any fraud, or

28



1	false pretense, obtains from any person anything of value , or procures the execution and delivery of any instrument of writing or conveyance of real or personal property , or the <u>signature</u> of any person, as maker, endorser, or	
ļ	guarantor, to or upon any bond, bill, receipt, promissory note, draft, or check,	
3	or any other evidence of indebtedness, or fraudulently sells, barters, or	
4 5	disposes of any bond, bill, receipt, promissory note, draft, or check, or other evidence of indebtedness, for value, knowing the same to be worthless, or	
6	knowing the <u>signature</u> of the maker, endorser, or guarantor thereof to have been obtained by any false pretenses, shall be fined under this title or	
7	imprisoned not more than <u>five years</u> , <u>or both.</u>	ĺ
8	153. <u>ALL ARE EQUAL UNDER THE LAW.</u> (God's Law - Moral and Natural Law). Exodus 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40; Luke	
9	10:17; Col. 3:25. "No one is above the law".	
10	154. IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE EXPRESSED. (Heb. 4:16; Phil. 4:6; Eph. 6:19-21) Legal maxim: "To lie is to	
11	go against the mind." Oriental proverb: "Of all that is good, sublimity is	
12	supreme."	
13	 <u>IN COMMERCE TRUTH IS SOVEREIGN</u> (Exodus 20:16; Ps. 117:2; John 8:32; II Cor. 13:8) Truth is sovereign and the Sovereign tells only the truth. 	
14 15	156. <u>TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.</u> (Lev. 5:4-5; Lev. 6:3-5; Lev. 19:11-13: Num. 30:2; Mat. 5:33; James 5: 12)	
16	157. <u>AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.</u> (12 Pet. 1:25; Heb. 6:13-15;). "He who does not deny, admits."	
17		
18	158. <u>AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN</u> <u>COMMERCE.</u> (Heb. 6:16-17;). "There is nothing left to resolve.	
19	159. WORKMAN IS WORTHY OF HIS HIRE. The first of these is expressed in	
20	Exodus 20:15; Lev. 19:13; Mat. 10:10; Luke 10"7; II Tim. 2:6. Legal maxim: "It is against equity for freemen not to have the free disposal of their own	
21	property."	
22	160. 78. <u>HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.</u> (Book of Job; Mat. 10:22) Legal maxim: "He who does not repel a wrong	
23	when he can occasions it.")	
24	161. " Statements of fact contained in affidavits which are not rebutted by the opposing party's affidavit or pleadings <u>may</u> be accepted as true by the trial	
25	court. "Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976).	
26		
27	Executed <i>"without</i> the <u>U</u> nited <u>S</u> tates" in accord with 28 USC § 1746.	
28	FURTHER THIS AFFIANT SAITH NOT.	
	-Page 23 of 25- AFFIDAVIT: RIGHT TO TRAVEL C <i>ANCELLATION</i> , TERMINATION, AND REVOCATION of LICENSE/BOND # B673599	ļ
		1

1

Registered Mail # RF 661 447 751 US

ESTOPPEL BY ACQUIESCENCE:

2 If the addressee(s) or an intended recipient of this notice fail to respond 3 addressing each point, on a point by point basis, they individually and collectively accept all of the statements, declaration, stipulations, facts, and 4 claims as TRUTH and fact by TACIT PROCURATION, all issues are deemed 5 settled RES JUDICATA, STARE DECISIS and by COLLATERAL ESTOPPEL. You may not argue, controvert, or otherwise protest the finality of the 6 administrative findings in any subsequent process, whether administrative or judicial. (See Black's Law Dictionary 6th Ed. for any terms you do not "understand"). 7 Your failure to completely answer and respond will result in your agreeing 8 not to argue, controvert or otherwise protest the finality of the administrative findings in any process, whether administrative or judicial, as certified by 9 Notary or Witness Acceptor in an Affidavit Certificate of Non Response and/or 10 Judgement, or similar. Should YOU fail to respond, provide partial, unsworn, or incomplete 11 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 12 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 13 provisions of Ark. and Fed. R. Civ. P. 36, the facts in question were deemed 14 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 15 having been admitted." Also as previously referenced, "Statements of fact contained in affidavits which are not rebutted by the opposing party's affidavit or 16 pleadings may be accepted as true by the trial court." -- Winsett v. Donaldson, 244 17 N.W.2d 355 (Mich. 1976), 18 COMMERCIAL OATH AND VERIFICATION: 19 County of Riverside **Commercial Oath and Verification** 20 The State of California 21 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 22 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-23 28th day of DECEMBER in the year two thousand twenty three: 24 By Special Limited Appearance, sui juris, 25 all rights reserved without prejudice and without recourse. UCC § 1-308, 3-402. 26 27 Kevin Walker, Authorized Representative, Attorney In Fact Secured Party, Executor, national, 28 private bank(er) EIN # 9x-xxxx07 -Page 24 of 25-AFFIDAVIT: RIGHT TO TRAVEL -- CANCELLATION, TERMINATION, AND REVOCATION of LICENSE/BOND #B673599

Case	5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 299 of 326 Page ID #:299
	Registered Mail # RF 661 447 751 US
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 that every matter may be established by the testimony of two or three witnesses." Matthew 18:16. "In the
3	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, 3-402.
6	
7	By: Donnabelle Escarez Mortel, sui juris, Attorney In Fact, national,
8	Authorized Representative, Executor, Secured Party. (WITNESS) private bank(er) ID # 9x-xxxxx6
9	
10	By Special Limited Appearance,
11	All rights reserved without prejudice or recourse, U.C.C §1-308, 3-402.
12	By: Cary Dight Walk
13	Corey Delfond Walker, sui juris, national, Authorized Representative, Executor, Secured Party. (WITNESS)
14	private bank(er) ID # 9x-xxxxx7
15	NOTICE:
16	Using a notary on this document does <i>not</i> constitute any adhesion, <i>nor does it alter my status in</i>
17	<i>any manner</i> . The purpose for notary is verification and identification only and not for entrance into any foreign jurisdiction.
18	JURAT
19	State of California) A notary public or other officer completing this certificate verifies only the individual who signed the
20	document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
21	County of Riverside)
22	Subscribed and sworn to (of affirmed) before me on this <u>29</u> day of <u>Peterwer</u> , 20 <u>23</u> , by Kevin Lewis Walker, proved to me on the basis of satisfactory evidence to be the
23	person(s) who appeared before me.
24	Notary public Ariana Maria Georges (Notary Public)
25	And HARLA GEORGES
26	Notary Public - California Rhverside County Commission # 2463638
27	My Comm. Expires Sep 19, 2027
28	
	-Page 25 of 25- AFFIDAVIT: RIGHT TO TRAVEL C <i>ANCELLATION</i> , TERMINATION, AND REVOCATION of LICENSE/BOND # B673599

Case 5:25-cv-00646-WLH-MAA

-Exhibit S -

REGISTERED MAIL # RF 661 448 567 US

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.

REGISTERED MAIL # RF 661 448 567 US

"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 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

REGISTERED MAIL # RF 661 448 567 US

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 Sates 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, <u>12th</u>, month, <u>February</u>, and year of <u>2024</u>, 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.

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 Escarcz 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.

Case 5:25-cv-00646-WLH-MAA

Document 1 Filed 03/11/25 Page 303 of 326 Page ID #:303

Notary Public - California Riverside County Commission # 2373732 My Comm. Expires Sep 4, 2025

REGISTERED MAIL # RF 661 448 567 US

JURAT

State of California)	A notary public or other officer completing this certificate verifies only the identity of the indi- vidual who signed the document to which this certificate is attached, and not the truthfulness,
)	accuracy, or validity of that document.
) ss.	
)	
County of Riverside)	
		this <u>12</u> day of <u>February</u> , 2024. If satisfactory evidence to be the person(s) who appeared before me.
		make, Notany public.
Sunal	> Sea	al:
		SHUBMANGIR, ZUMALE

....Documentation - Filed 03/11/25 Case 5:25-cv-00646-WLH-MAA.

Page 304 of 326 Page

SHERIFF'S OFFT COUNTY OF RIV	ERSIDE	_	4.	- 20	 				4702
NOTICE TO:		Ъ	11	<u>P</u>	JTHIM S	1.5	na a	4U.S	
DAPPEAR IN COL	RT AT:		ON:	10.2	51 D A.J. RETAC	neo			
DATE: 3/14/2	TATION	30						ETC	AVOIDA
lobe notified			->	U VA	/ARR/	NT.	OR A	DDE	D FEES
Date of Violation (ion 3 12/31/2024	P~		6735		Килбен і	(all st.		Clas CM1	
KEVIN LEWIS WA	KER E)								
Current Address (no. 4) 11049 MAGNOLIA	BLVDU	NET 551	1		OLLYV				91601
Date of Bath (mm as); 08/19/1987	i) Farri	Guar dian	Plazw I	• C] Xmersi		Comme TV D	rca∺ ΩN	Property The Law
Race L'Ownedy	1500	Hal	1	Eres	1	Heig	4	T	Hexp1
Other	M	BRO	_	BRO		510			150
Versielkeren VIV		state		मल्ग्र ((11 mm	1.1	e ve	1	142
9FBE320		CA				201	-	L	4416
Registered Owner Less	** 🗖 *** •		0	. e strat	54. · · · /2		55el		Bady Main
						ju	205		4CH
Autors (in , short, ch CA	r, state, i's) 🗋 🖓							COM GRAY
Reason for Stop							Te	IP TA	OF MAXING
4000A		-			-			~ 71	Maderinearco
- Code Section		option	aroja		***1				erenden en e
Y CVC 4000(a)(1)	U.P.	RECALC	BRAT	KIN					[] M [2] ↓
N েলেন্ডান্ডনো	- 200	(CERITAT)	n toor	त्म प्रत	UGANY				21
Party and 1000 (1000)				64° y 14 6° 14	*,				0*0
	~~~~				1-1 <b>2</b> -1-1 - 1. (-				0*0*
Spreak Speed of Ma	a Speed IV 25	ल राज- 25		25	TASER			In	omnerkal Ych
Vestbound ROYA			1					12	(C 15710(b)) Karandona Mut
AT EAGLE POINT	VV Y							1	IC 153
Termecula							TE24	3660	039
CLEAR, DRY, MOD	ERATE,	DAYLIC	SHT						
	red ren op				322 またし しゅういき				
12/31/2024	Eastwoo	bd				_	4	111	
1	ARRESTIN				an dan			5 - 5 -	
I promise to act by I									it guilt.
গুনেকৰ লোগৰ ন	्य रेस जला	to remain	s .	(* w	0000	14. 17	4125-14	62 ¹ 97	erra des (2
							юZ		
Wothin TRO	orte	int,	Q	<u>R14</u>	Co W	C'TO Mar	F P	d de	r hoten
DEFENDANT COPY FOR	IM INFO							~	
Continuation for m		1991	144	191	L S RE TH	ŧ			
And a Connect Cartons And Connect Cartons					191	l I			
SEE DEVEDSE			191			4			andraan koort. Arii ke oortaa

#### WHAT YOU NEED TO DO

Step 1 Which borns chacked on the front of the citation. April An IN COGAL or RESPOND TO CITATION Ship 2 Follow instruction, based on the box checked on the front

P APPEAR IN COURT is crecked on the front annext step concernment with the unit of the front and approximation of a provide method. When any for addition of the additional provide method of the addition of the first additional and the additional additional additional addition for the first equation and control for additional addition to be the provide work of the addition addition addition works in the additional for additional addition addition addition on the production of a status and the table of an endotional age to be productional produced.

If RESPOND TO CITATION is checked on the front

You much stepp of search and photos search and search a

Option A. Pay in Act for a Reduction (Godty Endog) Option A. Pay in Act for a Reduction (Godty Endog) Communication of the complete production costs of the cost for Operation - Signal Aspectsor, Bigna - conset (constitutions) and a time - configure head for configure to the description of the signal of a provided process of the description of the signal - the description of the signal of the description of the description of the signal - configure to the description of the description of the description Note: This option mady addripsion is to your observation of a signal for the second and a floct in the option mady addripsion is to your observation of the description.

Option B: Request Itality School, reconstructive particles provide a spectra structure of the school per-carrow with the school transports of development and branch and built without a and complete branchistic construction of the construction of the school percent of the

Determine The provide the Catalian (Neural Not Granity). You can be explored the difference of a catality of day, an extend of the catalytics and granity and water data and an explored on an appendix part of an explored from an explored index conductive all conductives and provide part of the start part of the exect of the activity index conductives all conductives and on the front advective catalytics and parts of the exect of the exect of the start of the execution of the front advective catalytics and parts of the exect of the execution of the start of the exect of

CERTIFICATION OF CORRECTION (PLUST BE RETURNED 19 COURT)

	Visiated	Certifying Cartextion		
į	4000(1-(1)	second to characterize a second		
i		And shows the second		1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
		and the second complete the second	1	
		a second contract of the second second	Land a set	Lange and the second

10 "Booking Required" is a set for the product of the product of the set o

MORE INFORMATION program a series

	#:	2	n	F
	#.	J	U	-

SHERIFF'S OFFIC COUNTY OF RIVE	E RSIDE			٦	re40	54702	
NOTICE TO:			SOUTHWEST	USTICE C	ENTER	/ <del></del>	
DAPPEAR IN COUR	AT AT:	ON:	30755-D AL	ORD			
	2		MURRIETA C (951)222-038	A,92303 34			
RESPOND TO CIT DATE: 3/14/20			ACT DY 7		TC T	O AVOID	
To be notified		>	WARRA	NT OR	ADD	ED FEES	
Date of Violation (mm/dd/	(YY) T.		icense Number (	all states)	1	1	
12/31/2024	ł	86735 B6735	991		CM	1  CA	
Name (First, Middle, Last) KEVIN LEWIS WALK	ERC						
Current Address (no, stre 11049 MAGNOLIA E	et, city, s	tate, zip) VIT 331	N HOLLYW	VOOD	CA	91601	
Date of Birth (mm/dd/yy)	Parent	Guardian Phone I	No. 🔲 Juvenile	e Comn	nercial	Insurance	
08/19/1987				ים	ΧN		Ν
Race/Ethnicity	Sex	Hair	Eyes	Height		Weight	
Other	M	BRO		510		150	
Vehicle License/VIN		State	Reg (mm/yy)	Year of V	- I	Make	
9FBE320 Registered Owner/Lessee	Same as		r s responsibility (VC 4000	2019		Body Styl	
Registered Owner/Lessee			r sresponsionicy (r., 4000	URUS		4DR	e
Address (no., street, city,	state, zin	) Same as driver		1000		Color	
CA		· • • • • • • • • • • • • • • • • • • •				GRAY	
Reason for Stop 4000A					CHP/E	DOT/PUC/ICC	
CITATION DETAILS		Booki	ng Reguired		M	=Misdemeand	or
Correctable Code/Section		cription	<u> </u>		Į.	Infraction	
Y CVC 4000(a)(1)		IRED REGISTRA					1
N CVC 16028(a)		CURRENT PROOF					
			·····				
Approx. Speed PF/Max	Speed IV	eh imt i Safe	Speed [LASER				J'   
	25	25	25			Commerical V VC 15210(b)	/eh.
Westbound ROYA	L OAKS	DR				Hazardous M VC 353	at.
City/County of Occurrence Termecula	e			Age TF2	ncy Ca	se No. 50039	
Comments (weather, roa				Crash			┈┤
CLEAR, DRY, MOD			·,				
Violations not commit						correct	
I contract the second sec	Eastwo				411	1	
DECL.DATE	RRESTIN	IG OR CITING OF	FICER		1.D.#		-1
DECL.DATE	RRESTIN	G OFFICER (If di	fferent from abov	re) ·	1.D.#		-
I promise to act by th	e date at	the top of this	citation. Signi	ng DOES N	IOT ad	mit guilt.	
CELL PHONE-OPTIONAL (m	ay be used		EMAIL-OPTIC			or reminders)	
× Unde	r th	reat Of	TURE AT	Jercia	n	d Elette	in
DEFENDANT COPY FOR		• SIGN/	TURE 7 473	MAT	pr	TUSUCE.	_
DEFENDANT COPYFOR Continuation form							
(Rev. Jan 1, 2024) SEE REVERSE						e Code 40500(b), 495 2, 40500; Pen. Code a	

Case 5:25-cv-00646-WLH-MAA

#### Document 1 Filed 03/11/25 ID #:306

#### WHAT YOU NEED TO DO

Step 1 Which box is checked on the front of the citation: APPLAR IN COURT or RESPOND TO CITATION? Step 2 Follow instructions based on the box checked on the front.

If APPEAR IN COURT is checked on the front

Your next step: Go to court on the date, time and location on the front Appearing in court is your only option. You can plead guilty or not guilty IMPORTANT: Missing court may result in a warrant for your arrest Don't let that happen - go to court. The judge will explain next steps.

Helpful Tip. Put the court date in your calendar, set a reminder, start plauning now - Inventles: If you were under 18 years old at the time of the violation, you must bring - a parent or quarkan with you to court

#### If **RESPOND TO CITATION** is checked on the front

Ctations can take up to 14 days to show up in the court system. Propostic dimensional powerst dawn, and then complete capital A-B, C, or D(b), the class to be a C. D.

Your next step: Choose an option below and respond by the date. IMPORTANT: Not responding by the date on the front carresult in a "tailore to appear" charge, a guilty finding, an additional tee of up to \$100, and a hold on your carregistration (owner's responsibility) Choose one of the options below to avoid these penalties.

-Option A: Pay or Ask for a Reduction (Guilty Finding) Pay (online, call, imperson). If you cannot pay in full now, contact the court (see front for contact information) to request a payment plactor extension Ask for a reduction at MYCLLATIONS COURCES CA.GOV(takes about 10 minutes). Note: This option may add points to your driving record and affect insurance.

Option B: Request Traffic School: To avoid points on your driving record, you can request traffic school. You pay the citation plus an additional traffic school feaand complete traffic school. Contact the court to see it you are eligible.

Option C: Dispute the Citation (Plead Not Guilty) You can dispute the citation in person by requesting a court date for a trial (no cost) or by mail ("trial by written declaration"), which requires you to pay the fine up front (anomit returned if citation is dismissed). Contact court for more details (court info on front of citation).

-Option D: Correctable ("Fix-It"). If "Correctable" is checked on the front, first show an officer, authorized inspection agency, or DMV (license and registration issues only) that you fixed the issue, and they will sign the citation (faelow). Then, you must show the court that you fixed the issue to have the violation demissed. You must shop any a transaction fee. For insurance issues, you must show the court you hard usurance when you got the ticket and pay a transaction fee.

Section(s) Violated	Signature of Person Certifying Correction	Serial No.	Agency	Date
000(a)(1)				
			,,,,,,,	

If **"Booking Required"** is checked on front, call 951–696-3000 to schedule an appolisment before the court dote. You will not be arrested and will attend your court date on your over

### MORE INFORMATION

For translations and general information about the process, -visit littles. Overver courts cargov, forms latin To contact the court, see boart of citation for court's website antiplicate namber The court will send to be complaining theat steps

[Rev. Jose 1, 2021]

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 307 of 326 Page ID #:307

# -Exhibit U -



Document 1 Filed 03/11/25 Page 308 of 326 Page ID #:308

# -Exhibit U -



Document 1 Filed 03/11/25 ID #:309

12/6/24, 8:08 PM



Vehicle Definitions - California DMV



# **VEHICLE DEFINITIONS**

#### **Penalties**

[/portal/vehicleregistration/registrationfees/penalties/]

#### Vehicle Registration & Licensing Fee

<u>Calculators</u> [/portal/vehicleregistration/registration-fees/vehicleregistration-fee-calculator/] An "automobile" is a passenger vehicle that does not transport persons for hire. This includes station wagons, sedans, vans, and sport utility vehicles. <u>California Vehicle Code (CVC) §465</u> [http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml? lawCode=VEH&sectionNum=465.]

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). <u>CVC §260</u> [http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml? lawCode=VEH&sectionNum=260.]

An "off highway vehicle" is a vehicle operated exclusively off public roads and highways on lands that are open and accessible to the public, and includes racing motorcycles, trail bikes, mini bikes, dune buggies, all-terrain vehicles, jeeps, and snowmobiles. <u>More specific off</u> <u>highway vehicle information</u>

[/portal/vehicle-registration/new-registration/register-an-off-highway-vehicle-ohv/].

A "motorcycle" is generally any motor vehicle with a seat or saddle for the rider, with not more than three wheels in contact with the ground, and weighing less than 1,500 pounds. <u>CVC §400</u>

[http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml? lawCode=VEH&sectionNum=400]_____

A "trailer coach" is a vehicle, other than a motor vehicle, designed for human habitation or human occupancy for industrial, professional, or commercial purposes, for carrying property on its own structure, and for being drawn by a motor vehicle. <u>CVC §635</u> [https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml? lawCode=VEH&sectionNum=635]

A "park trailer" is a trailer designed for human habitation for recreational or seasonal use only that contains 400 square feet or less of gross floor area, excluding loft area space. A park trailer cannot exceed 14' in width at the maximum horizontal projections. <u>Health & Safety</u> <u>Code §18009.3 (a)</u>

[http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml? lawCode=HSC&sectionNum=18009.3]

All trailers, except trailer coaches and park trailers, are registered under the "Permanent Trailer Identification" (PTI) program. For example, PTI trailers include semi-trailers, boat trailers, utility trailers, flat bed trailers, box trailers or horse trailers. <u>CVC §468</u> [http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml? sectionNum=468.&lawCode=VEH]

A "vessel" is over eight feet in length and sail-powered or motor-driven (regardless of length) that is not documented by the U.S. Coast Guard. This includes motorboats, amphibious vehicle/vessels, and inflatable vessels with motors, shuttlecraft, jet skis or wet bikes. <u>More</u>

Feedback

#### Document 1 Filed 03/11/25 ID #:310

12/6/24, 8:08 PM

Vehicle Definitions - California DMV

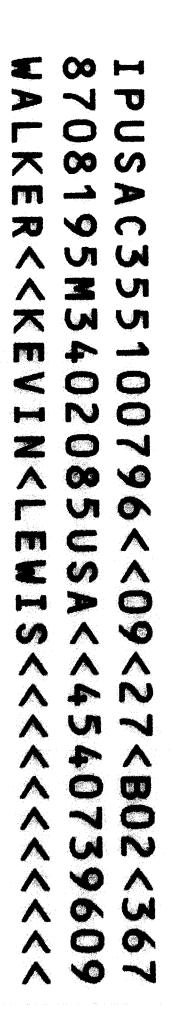
specific vessel information [/portal/vehicle-registration/new-registration/register-your-boat-vessel/].

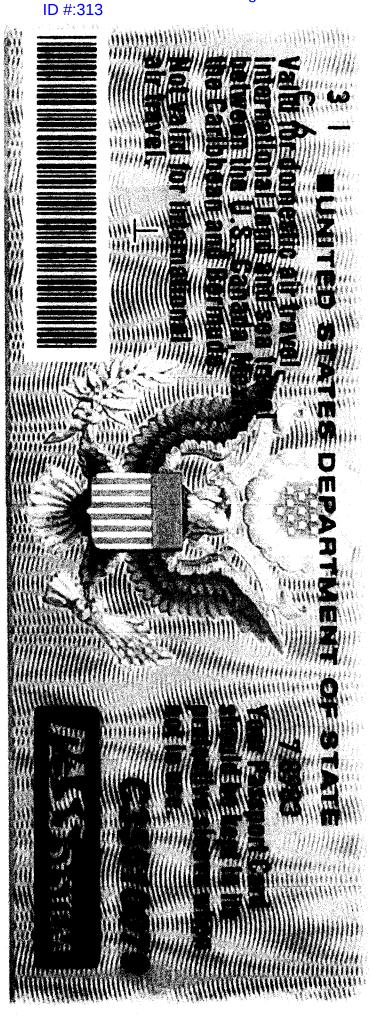
Ca	use 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 311 of 326 Page
/7/24, 7:09	
	California. LEGISLATIVE INFORMATION
Home	Bill Information California Law Publications Other Resources My Subscriptions My Favorites Code: Select Code V Section: 1 or 2 or 100 Search ①
	Up^       << Previous       Next >>       cross-reference chaptered bills       PDE   Add To My Favorites         Search Phrase:         VEHICLE CODE - VEH         DIVISION 1. WORDS AND PHRASES DEFINED [100 - 681] ( Division 1 enacted by Stats. 1959, Ch. 3. )
	<ul> <li>260. (a) A "commercial vehicle" is a motor vehicle of a type required to be registered under this code used or maintained for the transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily for the transportation of property.</li> </ul>
	(b) Passenger vehicles and house cars that are not used for the transportation of persons for hire, compensation, or profit are not commercial vehicles. This subdivision shall not apply to Chapter 4 (commencing with Section 6700) of Division 3.
	(c) Any vanpool vehicle is not a commercial vehicle.
	(d) The definition of a commercial vehicle in this section does not apply to Chapter 7 (commencing with Section 15200) of Division 6.
	(Amended by Stats. 2003, Ch. 222, Sec. 1. Effective January 1, 2004.)

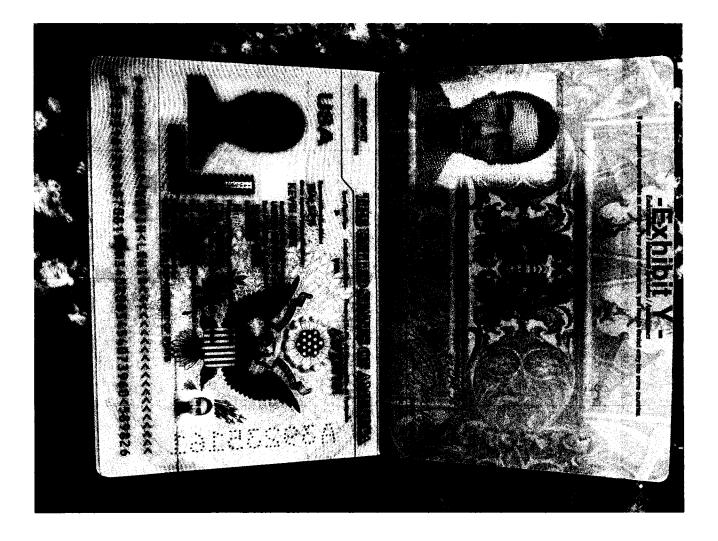


**3se** 5:25-cv-00646-WLH-MAA

Document 1 Filed 03/11/25 Page 313 of 326 Page









REGISTERED NO.: RF661447765US

### 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.

SS:

#### Republic and one by the several united states California in America

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 "<u>I. Me</u>, <u>My, Myself, Agent</u>" do hereby solemnly declare, say and state:

- 1. I. Me, My, Myself, Agent am competent for stating the matters set forth herewith.
- 2. <u>I, Me, My, Myself, Agent</u> 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 <u>I, Me, My, Myself, Agent</u> shall so state.

### Plain Statement of Facts

<u>A matter must be expressed for being resolved. In commerce, truth is sovereign. Truth is expressed in the form for an Affidavit.</u>

### An Affidavit not rebutted stands as Truth in commerce.

### An Affidavit not rebutted, after thirty (30) days, becomes the judgment in commerce.

# <u>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.</u>

**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

Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 316 of 326 Page ID #:316

### REGISTERED NO.: RF661447765US

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. <u>Fact:</u> 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. <u>Fact:</u> I have placed a **copyright** on the Fiction/DEBTOR known as **KEVIN L WALKER**, and all derivatives thereof, <u>(trademark/fiction), DEBTOR</u> 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. <u>Fact</u>: 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. <u>Fact:</u> 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. Case 5:25-cv-00646-WLH-MAA Document 1 Filed 03/11/25 Page 317 of 326 Page ID #:317

#### REGISTERED NO.: RF661447765US

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

2 En-

### REGISTERED NO.: RF661447765US

#### 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

Sound

🎔 🖬 in 🖾 👼

3/5/25, 2:57 PM

# -Exhibit AA -

Estate Planning Information & FAQs

Power of Attorney

An important part of lifetime planning is the power of attorney. A power of attorney is accepted in all states, but the rules and requirements differ from state to state. A power of attorney gives one or more persons the power to act on your behalf as your agent. The power may be limited to a particular activity, such as closing the sale of your home, or be general in its application. The power may give temporary or permanent authority to act on your behalf. The power may take effect immediately, or only upon the occurrence of a future event, usually a determination that you are unable to act for yourself due to mental or physical disability. The latter is called a "springing" power of attorney. A power of attorney may be revoked, but most states require written notice of revocation to the person named to act for you.

The person named in a power of attorney to act on your behalf is commonly referred to as your "agent" or "attorney-in-fact." With a valid power of attorney, your agent can take any action permitted in the document. Often your agent must present the actual document to invoke the power. For example, if another person is acting on your behalf to sell an automobile, the motor vehicles department generally will require that the power of attorney be presented before your agent's authority to sign the title will be honored. Similarly, an agent who signs documents to buy or sell real property on your behalf must present the power of attorney to the title company. Similarly, the agent has to present the power of attorney to a broker or banker to effect the sale of securities or opening and closing bank accounts. However, your agent generally should not need to present the power of attorney when signing checks for you.

Why would anyone give such sweeping authority to another person? One answer is convenience. If you are buying or selling assets and do not wish to appear in person to close the transaction, you may take advantage of a power of attorney. Another important reason to use power of attorney is to prepare for situations when you may not be able to act on your own behalf due to absence or incapacity. Such a disability may be temporary, for example, due to travel, accident, or illness, or it may be permanent.

If you do not have a power of attorney and become unable to manage your personal or business affairs, it may become necessary for a court to appoint one or more people to act for you. People appointed in this manner are referred to as guardians, conservators, or committees, depending upon your local state law. If a court proceeding, sometimes known as intervention, is needed, you may not have the ability to choose the person who will act for you. Few people want to be subject to a public proceeding in this manner so being proactive to create the appropriate document to avoid this is important. A power of attorney allows you to choose who will act for you and defines his or her authority and its limits, if any. In some instances, greater security against having a guardianship imposed on you may be achieved by you also creating a revocable living trust.

# Who Should Be Your Agent?

You may wish to choose a family member to act on your behalf. Many people name their spouses or one or more children. In naming more than one person to act as agent at the same time, be alert to the possibility that all may not be available to act when needed, or they may not agree. The designation of co-agents should indicate whether you wish to have the majority act in the absence of full availability and agreement. Regardless of whether you name co-agents, you should always name one or more successor agents to address the possibility that the person you name as agent may be unavailable or unable to act when the time comes.

There are no special qualifications necessary for someone to act as an attorney-in-fact except that the person must not be a minor or otherwise incapacitated. The best choice is someone you trust. Integrity, not financial acumen, is often the most important trait of a potential agent.

# How the Agent Should Sign?

Assume Michael Douglas appoints his wife, Catherine Zeta-Jones, as his agent in a written power of attorney. Catherine, as agent, must sign as follows: Michael Douglas, by Catherine Zeta-Jones under POA or Catherine Zeta-Jones, attorney-in-fact for Michael Douglas. If you are ever called upon to take action as someone's agent, you should consult with an attorney about actions you can and cannot take and whether there are any precautionary steps you should take to minimize the likelihood of someone challenging your actions. This is especially important if you take actions that directly or indirectly benefit you personally.

# What Kinds of Powers Should I Give My Agent?

In addition to managing your day-to-day financial affairs, your attorney-in-fact can take steps to implement your estate plan. Although an agent cannot revise your will on your behalf, some jurisdictions permit an attorney-in-fact to create or amend trusts for you

#### 3/5/25, 2:57 PM

#### Power of Attorney

during your lifetime, or to transfer your assets to trusts you created. Even without amending your will or creating trusts, an agent can affect the outcome of how your assets are distributed by changing the ownership (title) to assets. It is prudent to include in the power of attorney a clear statement of whether you wish your agent to have these powers.

Gifts are an important tool for many estate plans, and your attorney-in-fact can make gifts on your behalf, subject to guidelines that you set forth in your power of attorney. For example, you may wish to permit your attorney-in-fact to make "annual exclusion" gifts (up to \$14,000 in value per recipient per year in 2013) on your behalf to your children and grandchildren. It is important that the lawyer who prepares your power of attorney draft the document in a way that does not expose your attorney-in-fact to unintended estate tax consequences. While some states permit attorneys-in-fact to make gifts as a matter of statute, others require explicit authorization in the power of attorney. If you have older documents you should review them with your attorney. Because of the high estate tax exemption (\$5 million inflation adjusted) many people who had given agents the right to make gifts may no longer wish to include this power. Others, however, in order to empower their agent to minimize state estate tax might continue or add such a power. Finally, there may be reasons not to limit the gifts your attorney-in-fact may make to annual exclusion gifts in order to facilitate Medicaid planning or to minimize or avoid state estate tax beyond what annual exclusion gifts alone might permit.

In addition to the power of your agent to make gifts on your behalf, many powers of your attorney-in-fact are governed by state law. Generally, the law of the state in which you reside at the time you sign a power of attorney will govern the powers and actions of your agent under that document. If you own real estate, such as a vacation home, or valuable personal property, such as collectibles, in a second state, you should check with an attorney to make sure that your power of attorney properly covers such property.

### What if I Move?

Generally, a power of attorney that is valid when you sign it will remain valid even if you change your state of residence. Although it should not be necessary to sign a new power of attorney merely because you have moved to a new state, it is a good idea to take the opportunity to update your power of attorney. The update ideally should be part of a review and update of your overall estate plan to be sure that nuances of the new state law (and any other changes in circumstances that have occurred since your existing documents were signed) are addressed.

# Will My Power of Attorney Expire?

#### Document 1 Filed 03/11/25 Page 322 of 326 Page ID #:322 Power of Attorney

#### 3/5/25, 2:57 PM

Some states used to require the renewal of a power of attorney for continuing validity. Today, most states permit a "durable" power of attorney that remains valid once signed until you die or revoke the document. You should periodically meet with your lawyer, however, to revisit your power of attorney and consider whether your choice of agent still meets your needs and learn whether developments in state law affect your power of attorney. Some powers of attorney expressly include termination dates to minimize the risk of former friends or spouses continuing to serve as agents. It is vital that you review the continued effectiveness of your documents periodically.

American Bar Association

 $/content/aba-cms-dotorg/en/groups/real_property_trust_estate/resources/estate-planning/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-attorney/power-of-atto$ 

Maintaining The Integrity Of The Profession

It is professional misconduct for a lawyer to:

(a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;

(b) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects;

(c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation;

(d) engage in conduct that is prejudicial to the administration of justice;

(e) state or imply an ability to influence improperly a government agency or official or to achieve results by means that violate the Rules of Professional Conduct or other law;

(f) knowingly assist a judge or judicial officer in conduct that is a violation of applicable rules of judicial conduct or other law; or

(g) engage in conduct that the lawyer knows or reasonably should know is harassment or discrimination on the basis of race, sex, religion, national origin, ethnicity, disability, age, sexual orientation, gender identity, marital status or socioeconomic status in conduct related to the practice of law. This paragraph does not limit the ability of a lawyer to accept, decline or withdraw from a representation in accordance with Rule 1.16. This paragraph does not preclude legitimate advice or advocacy consistent with these Rules.

### Comment | Table of Contents | Next Rule

## ID #:324

3/5/25, 2:57 PM

Rule 8.4: Misconduct

**ABA** American Bar Association

 $/content/aba-cms-dotorg/en/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_4_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/rule_8_misconduct/$ misconduct/rule_

Case 5:25-cv-00646-WLH-MAA / Document 1 Filed 03/11/25 Page 325 of 326 Page ID #:325 FROM: Kavin, Attorney - In-Fact U.S. POSTAGE PAID USPS Ground Advtg RIVERSIDE, CA 92503 MAR 06, 2025 10/0 30650 Rancho California Rom Retail REGISTERED MAIL Z # 406-251 82501 \$37.00 Temenska, California (92591) S2324E500471-29 RDC 01 RF 775 823 821 US TO: Clorks, Agent(5) % CLERK OF COURT 3470 Twelfth Street Riverside, California (92501-380) MAR 1 1 2025 Utility M 10 1/2" eady Post e testal

1 13

