

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

6 *Attorney(s)-In-Fact, Executor(s), and Authorized Representative(s),*
for Real Party(ies) In Interest and Plaintiff(s)
7 LWY RIDERS LLC, ™NEW BEGINNINGS© TRUST

8 **SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF RIVERSIDE**

10 MARINAJ PROPERTIES LLC,
11 [Purported] Plaintiff,

12 *vs.*

13 ™KEVIN WALKER© ESTATE, ™KEVIN
WALKER, ™DONNABELLE MORTEL©
14 ESTATE, ™DONNABELLE MORTEL©,
15 *Does 1-10 Inclusive,*

16 *Defendant(s)/Real Party(ies) in Interest*

Case No. UDME 2500465

DEFENDANTS' VERIFIED RESPONSE
AND DEMAND FOR DISMISSAL OF
FRAUDULENT UNLAWFUL DETAINER
AND SANCTIONS AGAINST
PLAINTIFF AND DEMAND FOR
CONSIDERED AND STIPULATED
JUDGEMENT, AND DEMAND FOR
QUIET TITLE AND DEMAND FOR
SUMMARY JUDGEMENT IN FAVOR
OF DEFENDANTS, AS A MATTER OF
LAW.

19 **DEFENDANTS' VERIFIED RESPONSE AND DEMAND FOR DISMISSAL OF**
20 **FRAUDULENT UNLAWFUL DETAINER AND SANCTIONS AGAINST PLAINTIFF**
21 **AND DEMAND FOR CONSIDERED AND STIPULATED JUDGEMENT, AND**
22 **DEMAND FOR QUIET TITLE AND DEMAND FOR SUMMARY JUDGEMENT IN**
23 **FAVOR OF DEFENDANTS, AS A MATTER OF LAW.**

24 COMES NOW, *Purported* Defendants ™KEVIN WALKER© ESTATE, ™KEVIN
25 WALKER, ™DONNABELLE MORTEL© ESTATE, ™DONNABELLE MORTEL©
26 (hereinafter "Defendants" and/or "Purported Defendants" and/or "Real Party(ies)
27 in Interest"), by and through their Attorney(s)-in-Fact, **Kevin: Walker** and
28 **Donnabelle: Mortel**, who are both proceeding *sui juris, In Propria Persona*, and by

1 *Special Limited Appearance*. Kevin is living man and Donabelle a living woman,
2 each are one of the people, a natural freeborn Sovereign, and a national/non-citizen
3 national, invoking their inherent, unalienable, and constitutionally secured and
4 protected rights, and exercising the authority granted by executed 'Affidavit:
5 Power of Attorney In Fact' (attached hereto as Exhibit A).

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

11 **I. FRAUDULENT NATURE OF ALL PLAINTIFFS' ACTIONS AND**
12 **CLAIMS: Purported Plaintiffs Presumed in DISHONOR and DEFAULT**

- 13 1. Defendants assert and affirm that the entirety of this action by the *purported*
14 Plaintiffs is predicated on **fraudulent claims**.
- 15 2. The Plaintiff, who **purports** to have 'standing' to bring this action, is in fact a
16 Defendant in a pre-existing claim and legal matter and purported Plaintiffs are in
17 DEFAULT and DISHONOR. A copy of the Affidavit Certificate of Dishonor,
18 Non-response, DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION and
19 **LIEN AUTHORIZATION** in those matters is attached as Exhibit K and
20 incorporated herein by reference.

21 **II. Constitutional Basis:**

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

25 Plaintiffs respectfully assert and affirm:

- 26 • "The individual may stand upon his constitutional rights as a citizen. He is entitled
27 to carry on his private business in his own way. His power to contract is *unlimited*.
28 He owes no such duty [to submit his books and papers for an examination] to the

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

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

1 **III. Supremacy Clause**

2 Plaintiffs respectfully assert and affirm that:

- 3 • **The Supremacy Clause** of the Constitution of the United States (**Article VI,**
- 4 **Clause 2**) **establishes** that **the Constitution**, federal laws made **pursuant to**
- 5 **it**, and treaties **made under its authority**, constitute the "**supreme Law of the**
- 6 **Land**", and thus **take priority over any conflicting state laws**. It provides
- 7 that state courts are bound by, and state constitutions subordinate to, the
- 8 supreme law. However, federal statutes and treaties must be within the
- 9 parameters of the Constitution; **that is, they must be pursuant to** the federal
- 10 government's **enumerated powers**, and **not violate other constitutional**
- 11 **limits on federal power ...** As a constitutional provision identifying the
- 12 supremacy of federal law, the Supremacy Clause assumes the underlying
- 13 priority of federal authority, **albeit only when that authority is expressed in**
- 14 **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 **IV. DESCRIPTION OF AFFECTED PRIVATE TRUST PROPERTY**

17 This action affects title to the private Trust property (herein referred to as "private

18 property" and/or "subject property") situated in the county of Riverside,

19 California, commonly described as a [REDACTED] Temecula, California,' and

20 described as follows: Lot 5 of Tract No. 23209, in the City of Temecula, California,

21 County of Riverside, on file in Book 320, Pages 79 through 97 records of Riverside

22 County, California,' hereinafter referred to as the "Property," and **all** bonds,

23 securities, Federal Reserve Notes, assets, tangible and intangible, registered and

24 unregistered, and more particularly described in the Authentic UCC1 filing and

25 **NOTICE #2024385925-4** and **#2024385935-1**, and **UCC3 filing and NOTICE**

26 **#2024402433-7** and **2024411182-7**, all Filed in the Office of Secretary of State State Of



27 Nevada. Attached hereto as **Exhibits B, C, D, and E** respectively, and incorporated

28 herein by reference.

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

7 **III. STANDING**

8 **Defendants** assert as **established**, **considered**, and **admitted by Plaintiffs** in the
9 **unrebutted** verified **affidavits** and contract and security agreements:

- 10 **1.** *Purported* Defendants are master beneficiaries, secured parties, executors,
11 trustees and/or fiduciaries of the subject property, and 'holders in due course'
12 of all assets, intangible and tangible.
- 13 **2.** *Purported* Defendants is/are **undisputedly** the **Creditor(s)**.
- 14 **3.** Defendants all have explicitly reserved **all** of their rights, also in accordance
15 with U.C.C. § 1-308, **and** have **waive none**.
- 16 **4.** Defendants alone **undisputedly** have exclusive, sole, absolute, and complete
17 '**standing**'.
- 18 **5.** The Plaintiff is **the DEBTORS** in this matter.
- 19 **6.** The Plaintiff is **NOT** the CREDITOR, or an ASSIGNEE of the CREDITOR, in this
20 matter.
- 21 **7.** The Plaintiff does **NOT** have power of attorney in any way.
- 22 **8.** The Plaintiff does **NOT** have '**standing**'.
- 23 **9.** Accordingly, Defendants maintain **exclusive and sole standing** in relation to
24 said assets and their interests, as duly recorded and affirmed by these filing.
- 25 **10.** The Plaintiff in this matter does **NOT** have **any** valid interest or standing.
- 26 **11.** The Plaintiff in this matter do **NOT** have a valid claim to the '**Property**' 
27  Temecula, California,' and described as follows: Lot 5 of Tract No.
28 23209, in the City of Temecula, California, County of Riverside, on file in Book

1 320, Pages 79 through 97 records of Riverside County, California), or any of the
2 respective Assets, registered and unregistered, tangible and intangible.

3 **12. Defendants' standing** is further affirmed and evidenced by the **GRANT DEED**
4 recorded in Official Records County of Riverside, DOC #2024-0291980, APN:
5 957-570-005, File No.: 37238 KH, where the private trust property is titled to 'WG
6 **Private Irrevocable Trust, dated Febraury 7, 2022**'. Attached hereto as **Exhibit**
7 **G**, and incorporated herein by reference.

8 **IV. STATEMENT OF FACTS**

- 9 1. On **December 5, 2022**, a **GRANT DEED** (DOC #2022-0490841, File No.: 30291
10 KH) was recorded in the **Official Records of Riverside County** for APN:
11 **957-570-005**. (See Exhibit F)
- 12 2. On **September 27, 2024**, a **GRANT DEED** (DOC #2024-0291980, File No.: 37238
13 KH) was recorded in the **Official Records of Riverside County** for APN:
14 **957-570-005**. (See Exhibit G)
- 15 3. On **February 13, 2024** a **UCC-1 Financing Statement and Notice #2024385925-4**
16 were properly filed. (See Exhibit B)
- 17 4. On **February 13, 2024** a **UCC-1 Financing Statement and Notice #20243859351-**
18 **4** were properly filed. (See Exhibit C)
- 19 5. On **April 30, 2024**, a **UCC-3 Amendment and Notice #2024402433-7** were
20 properly filed. (See Exhibit D)
- 21 6. On **June 15, 2024**, a **UCC-3 Amendment and Notice #2024402433-7** were
22 properly filed. (See Exhibit D)
- 23 7. On **January 17, 2025**, a fraudulent '**TRUSTEE'S DEED UPON SALE**' (Doc.
24 #2025-0017386) was recorded. This deed is **void ab initio**, as the individual
25 executing the **purported transfer or sale lacked lawful title and legal authority**
26 to do so.
- 27 8. **No transfer or assignment of title** has occurred since the recording of **GRANT**
28 **DEED #2024-0291980 on September 27, 2024**.

1 9. Any deed – including, but not limited to, a ‘TRUSTEE’S DEED UPON
2 SALE’ (Doc. #2025-0017386) – presently in the Plaintiff’s possession constitutes
3 a product of **fraud** and is therefore **null and void ab initio**, having absolutely
4 no legal force or effect.

5 10. The private trust property remains private trust property and is the property of
6 an **irrevocable, non-statutory** trust.

7 **13.** Defendants are **undisputedly** the *Real Party(ies) in Interest, Creditor(s),*
8 and Holder(s) in Due Course, in accordance with § 3-302 of the U.C.C.
9 (Uniform Commercial Code), of all assets, registered and unregistered,
10 tangible and intangible, and hold *allodial* title to all assets. This is further
11 evidenced by the following UCC filings, all duly filed in the Office of the
12 Secretary of State, State of Nevada: **UCC1 filing #2024385925-4** and
13 **#2024385935-1**, and **UCC3 filing #2024402433-7** and **2024411182-7**
14 (Exhibits B, C, D, and E).

15 **14.** Plaintiff remains in dishonor and default as evidenced by the unrebutted
16 affidavits and contract and security agreements (Exhibits H, I, J, and K).

17 **V. DEFENDANTS’ EXCLUSIVE RIGHT TO EQUITY AND TRUE**
18 **OWNERSHIP OF PRIVATE TRUST PROPERTY**

19 **1. Exclusive Right to Equity:**

20 The Defendants hold the exclusive right to equity in the private trust property as
21 the sole beneficiaries and equitable title holders. "**Equity regards the beneficiary**
22 **as the true owner.**" (Jus accrescendi inter mercatores locum non habet – The
23 right of survivorship has no place among merchants.) No party may claim a
24 superior interest absent a lawful and valid contract knowingly, voluntarily, and
25 intentionally entered into by the Defendants. Any adverse claim not supported
26 by a lawful agreement is void ab initio.

27 **2. Superior Equitable Interest:**

28 It is a fundamental principle that "**Equity regards substance rather than form.**"

1 The Defendants' equitable title remains intact despite any mere legal
2 titleholder's claims, as the equitable owner is the true owner. No constructive or
3 resulting trust may be imposed upon the Defendants absent an express
4 agreement supported by full disclosure and valuable consideration. **"A trust
5 once established is not easily overturned."**

6 **3. Private Trust Property Protection:**

7 The **private trust property** remains outside the reach of unauthorized claims, as
8 the Defendants have not granted jurisdiction, standing, or authority to any third
9 party. **"Equity will not suffer a wrong without a remedy."** Any attempt to
10 deprive the Defendants of their rightful ownership constitutes **fraud,**
11 **conversion, and an unlawful taking in violation of trust law principles.** **"What
12 is mine cannot be taken from me without my consent."** (Quod meum est sine
13 me auferri non potest.)

14 **4. Legal and Equitable Maxim of Ownership:**

15 Under fundamental equitable principles, **"Where the equities are equal,
16 the first in time prevails."** The Defendants' claim predates **any** competing
17 interest, as their rights derive from original title, not from a subsequent
18 claim or assignment. **"The law helps those who are vigilant, not those
19 who sleep on their rights."** (Vigilantibus non dormientibus jura
20 subveniunt.) As first in time and right, the Defendants' ownership remains
21 unimpeachable in equity and law.

22 **5. Assertion of True Ownership:**

23 The Defendants assert their rightful ownership of the private trust property and
24 demand recognition of their exclusive equitable title. **"A right cannot arise from
25 a wrong."** (Ex injuria jus non oritur.) Any conflicting claims, encumbrances, or
26 adverse interests constitute an unjust interference with the Defendants' vested
27 rights and must be extinguished. **"Equity looks to the intent, not the
28 form."** (Equitas intutit, non formam.)

1 **VI. TRUSTEE'S DEED OF SALE IS VOID AB INITIO AND**
2 **WITHOUT LEGAL EFFECT**

3 The purported Trustee's Deed of Sale is *void ab initio*, meaning it is legally null
4 from inception and has no force or effect. A void deed *cannot convey title, create a*
5 **legal interest, or serve as the basis for any lawful claim.** It is inherently unlawful
6 and **carries no legal weight.**

7 **1. UNCONSTITUTIONAL DEPRIVATION OF PROPERTY RIGHTS**

8 The issuance of the Trustee's Deed of Sale constitutes an **unlawful taking** without
9 due process, violating fundamental constitutional protections. Any action that
10 deprives an individual of property without full and fair adjudication is **null and**
11 **void from the outset.**

12 The **Fifth and Fourteenth Amendments** on the Constitution prohibit deprivations
13 of life, liberty, or property without due process of law. A fraudulent, deceptive, or
14 coercive sale process **strips the proceeding of any legal authority**, making the
15 resulting deed inherently invalid.

16 **2. Purported TRUSTEE LACKED AUTHORITY TO TRANSFER TITLE**

17 **A trustee can only transfer what they lawfully possess.** If the underlying claim
18 was tainted by fraud, coercion, or misrepresentation, the trustee **had no lawful**
19 **authority to sell the property or issue a deed.**

20 A void act **has no effect**, and no rights can be transferred through an invalid
21 process. As a result, the Trustee's Deed is a **nullity with no legal standing.**

22 **3. NO LEGAL OR EQUITABLE INTEREST CREATED**

23 Because the Trustee's Deed of Sale is *void ab initio*, it **does not convey any valid legal or**
24 **equitable interest in the property.** No party – whether an alleged buyer, assignee, or
25 subsequent claimant – can lawfully derive rights from a void instrument.

26 Courts have long recognized that **a deed issued under fraudulent, unlawful, or**
27 **constitutionally defective circumstances is worthless** and cannot serve as the basis
28 for any claim to title or possession.

1 **4. DEMAND FOR DECLARATORY RELIEF - QUIET TITLE**

2 Given the foregoing, the Court must:

- 3 1. **Declare the Trustee's Deed of Sale null and void** as it is legally defective.
- 4 2. **Remove and strike any record of the deed from county land records.**
- 5 3. **Restore title to its rightful status, free of any unlawful encumbrances.**

6 Any continued reliance on the void deed constitutes **fraud, slander of title, and**
7 **unlawful conversion**, subjecting the parties involved to **civil and criminal liability**

8 **VII. Plaintiff's *Presumption* of Dishonor under U.C.C. § 3-505**
9 **and *Evidence* Proving Defendant's Dishonor**

- 10 1. The failure of Plaintiff to rebut or provide any valid evidence of their
11 performance is further confirmed by the, 'AFFIDAVIT CERTIFICATE of
12 DISHONOR, NON-RESPONSE, DEFAULT, JUDGEMENT, and LIEN
13 AUTHORIZATION"/Self-Executing Contract Security Agreement (Exhibit K),
14 which is **duly notarized** and complies with the requirements of U.C.C. § 3-505.
- 15 2. Under U.C.C. § 3-505, a document regular in form, such as the notarized
16 Affidavit Certificate serves as evidence of dishonor and creates a **presumption**
17 of dishonor.

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

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

- 21 (1) A document regular in form as provided in subsection (b) which purports
22 to be a protest;
- 23 (2) A purported stamp or writing of the drawee, payor bank, or presenting
24 bank on or accompanying the instrument stating that acceptance or payment
25 has been refused unless reasons for the refusal are stated and the reasons are
26 not consistent with dishonor;
- 27 (3) A book or record of the drawee, payor bank, or collecting bank, kept in the
28 usual course of business which shows dishonor, even if there is no evidence

1 of who made the entry.

2 (b) [A protest is a certificate of dishonor made by a](#) United States consul or vice consul, or
3 [a notary public](#) or other person authorized to administer oaths by the law of the place
4 where dishonor occurs. It may be made upon information satisfactory to that person. The
5 protest must identify the instrument and certify either that presentment has been made or,
6 if not made, the reason why it was not made, and that the instrument has been dishonored
7 by nonacceptance or nonpayment. The protest may also certify that notice of dishonor has
8 been given to some or all parties.

- 9 3. The [notarized](#) 'AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE, DEFAULT,
10 JUDGEMENT, and LIEN AUTHORIZATION' /Self-Executing Contract Security Agreement
11 (Exhibit K), complies with these requirements and serves as a formal protest and **evidence of**
12 **dishonor** under U.C.C. § 3-505, as it clearly documents Plaintiff's refusal to respond or provide
13 the necessary rebuttal to Defendants' **verified** claims.
- 14 4. Plaintiff **has not** submitted any evidence to contradict or rebut the statements
15 made in the **affidavits**. As a result, the facts set forth in the affidavits are deemed
16 true and uncontested. *Additionally*, the **California Evidence Code § 664** and
17 related case law support the *presumption* that official duties have been regularly
18 performed, and *unrebutted* affidavits stand as **Truth**.
- 19 5. Plaintiff may **not** argue, controvert, or otherwise protest the finality of the
20 **administrative findings** established through the *unrebutted* affidavits. As
21 per established legal **principles**, once an **affidavit** is submitted and not
22 rebutted, **its content is accepted as true**, and **Plaintiff is barred** from
23 contesting these findings in subsequent processes, **whether administrative**
24 **or judicial**.

25 **VIII. UNREBUTTED AFFIDAVITS, STIPULATED FACTS, CONTRACT**
26 **SECURITY AGREEMENT, AND AUTHORIZED JUDGEMENT AND LIEN**

- 27 1. Plaintiff and Defendants are parties to certain Contract and Security
28 Agreements, specifically contract security agreement numbers [EI988807156US](#),

1 [RF775822865US](#), [RF775823755US](#), and [RF775824288US](#). Each contract security
2 agreement and/or self-executing contract security agreement was received,
3 considered, and agreed to by Plaintiffs through silent acquiescence, tacit
4 agreement, and tacit procurement. Each contract also includes a corresponding
5 Form 3811, which was signed as evidence of receipt. – **AN UNREBUTTED**
6 **AFFIDAVIT STANDS AS TRUTH IN COMMERCE.** (12 Pet. 1:25; Heb.
7 6:13-15); ‘He who does not deny, admits. **AN UNREBUTTED AFFIDAVIT**
8 **BECOMES THE JUDGEMENT IN COMMERCE.** (Heb. 6:16-17); ‘There is
9 nothing left to resolve.’ All referenced contracts and signed Forms 3811 are
10 attached hereto as **Exhibits H, I, J, K, L, M, N, and O** respectively, as follows:

- 11 • **Exhibit H:** Affidavit and [Contract](#) and Security Agreement
12 [#EI988807156US](#).
- 13 • **Exhibit I:** Affidavit and [Contract](#) and Security Agreement
14 [#RF775822865US](#).
- 15 • **Exhibit J:** Affidavit and [Contract](#) and Security Agreement
16 [#RF775823755US](#).
- 17 • **Exhibit K:** [Contract](#) and Security Agreement / [Affidavit Certificate](#) of
18 Dishonor, Non-response, **DEFAULT**, **JUDGEMENT**, and **LIEN**
19 **AUTHORIZATION** and **LIEN AUTHORIZATION**, [#RF775824288US](#).
- 20 • **Exhibit L:** Form 3811 corresponding to Exhibit E.
- 21 • **Exhibit M:** Form 3811 corresponding to Exhibit I.
- 22 • **Exhibit N:** Form 3811 corresponding to Exhibit J.
- 23 • **Exhibit O:** Form 3811 corresponding to K.

- 24 2. **All contract agreements were** executed and agreed to by the Plaintiff,
25 acknowledging and accepting a Judgement, Summary Judgement, and/or Lien
26 Authorization (in accordance with U.C.C. § 9-509), against Plaintiffs in the
27 amount of **One Hundred Million Dollars (\$100,000,000.00)**, in favor of
28 Defendants.

1 3. Plaintiff received, considered, and agreed to all the terms of all contract agreements,
2 constituting a bona fide contract under the principles of contract law and the Uniform
3 Commercial Code (U.C.C.). Pursuant to the mailbox rule, which establishes that
4 acceptance of an offer is effective when dispatched (U.C.C. § 2-206), and principles of
5 silent acquiescence, tacit procurement, and tacit agreement, the acceptance is valid. This
6 acceptance is in alignment with the doctrine of 'offer and acceptance' and the
7 provisions of U.C.C. § 2-202, which governs the final expression of the contract, and
8 U.C.C. § 2-302, which addresses unconscionability in the contract terms. Furthermore,
9 under the U.C.C., all assets – whether registered or unregistered – are held subject to
10 the allodial title, with Defendants maintaining sole and exclusive standing over all real
11 property, assets, securities, both tangible and intangible, registered and unregistered, as
12 evidenced by UCC1 filing #2024385925-4 and #2024385935-1, and UCC3 filing
13 #2024402433-7 and 2024411182-7 (Exhibits B, C, D, and E).

14 **IX. VALIDATION OF BINDING SELF-EXECUTING CONTRACTS**
15 **AND SECURITY AGREEMENTS UNDER U.C.C. PRINCIPLES**

- 16 1. **U.C.C. § 2-204 - Formation of Contract:** As further supported by U.C.C. § 2-204,
17 a contract can be formed even if the exact terms are not yet agreed upon,
18 provided that there is an intention to form a contract and an agreement on
19 essential terms. This principle affirms that the actions of the parties and the
20 language in the *unrebutted* affidavits constitute an agreement to the terms at
21 hand, making arbitration unnecessary.
- 22 2. **U.C.C. § 2-206 - Offer and Acceptance:** Additionally, U.C.C. § 2-206 confirms
23 that an offeror is bound by the terms once an offer is accepted, unless the offer
24 states otherwise. The verified affidavits submitted are evidence that the parties
25 have mutually agreed to the terms, thereby forming a contract under the
26 principles of offer and acceptance outlined in U.C.C. § 2-206.
- 27 3. **U.C.C. § 1-103 - Enforcement of Contract and Fraud:** Under U.C.C. § 1-103, the
28 Uniform Commercial Code applies to contracts unless explicitly stated

1 otherwise. This section provides that fraud, duress, or any unlawful condition
2 does **not** negate the binding nature of the contract. Therefore, the contracts in
3 question are enforceable as written, free from fraud or misrepresentation, and
4 valid under commercial law principles.

5 4. As considered, agreed, and stipulated by the Plaintiff in the unrebutted
6 verified commercial affidavits, and self-executing contract and security
7 agreement (Exhibits H, I, J, and K), Plaintiffs may **not** argue, controvert, or
8 otherwise protest the finality of the administrative findings established
9 through the **unrebutted verified commercial affidavits**. As per established
10 legal principles and **legal maxims**, once an affidavit is submitted and not
11 rebutted, its content is accepted as true, and Plaintiffs are **estopped and**
12 **barred** from contesting these findings in subsequent processes, **whether**
13 **administrative or judicial**.

14 5. As considered, agreed, and stipulated by the Plaintiff in the unrebutted verified
15 commercial affidavits, and self-executing contract and security agreement
16 (Exhibits H, I, J, and K), the Plaintiff or the entity they represent **is/are the**
17 **DEBTOR(S)** in this matter.

18 6. As considered, agreed, and stipulated by the Plaintiff in the unrebutted verified
19 commercial affidavits, and self-executing contract and security agreement
20 (Exhibits H, I, J, and K), Plaintiffs are **not** the CREDITOR, or an ASSIGNEE of
21 the CREDITOR, in this matter.

22 7. As considered, agreed, and stipulated by the Plaintiff in the unrebutted verified
23 commercial affidavits, and self-executing contract and security agreement
24 (Exhibits H, I, J, and K), the Plaintiff is indebted to Defendants in the amount of
25 **One Hundred Million Dollars (\$100,000,000.00)**.

26 8. As considered, agreed, and stipulated by Plaintiff in the unrebutted verified
27 commercial affidavits, and self-executing contract and security agreement
28 (Exhibits H, I, J, and K), **Plaintiffs do NOT have 'standing.'**

1 9. As considered, agreed, and stipulated by the Plaintiff in the unrebutted verified
2 commercial affidavits, and self-executing contract and security agreement
3 (Exhibits H, I, J, and K), under **California Code of Civil Procedure § 437c(c)**,
4 summary judgement is appropriate when there is no triable issue of material fact
5 and the moving party is entitled to judgement as **a matter of law**. The unrebutted
6 **affidavits** submitted by Defendants demonstrate that no triable issues of
7 material fact remain in dispute, and Defendants are entitled to judgement based
8 on the evidence presented and as **a matter of law**.

9 10. As considered, agreed, and stipulated by Plaintiff in the unrebutted
10 verified commercial affidavits, and self-executing contract and security
11 agreement (Exhibits H, I, J, and K), “Statements of **fact** contained in
12 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.
14 Donaldson, 244 N.W.2d 355 (Mich. 1976).

15 11. As considered, agreed, and stipulated by Plaintiff in the unrebutted verified
16 commercial affidavits, and self-executing contract and security agreement
17 (Exhibits H, I, J, and K), the principles of **res judicata**, **stare decisis**, and
18 **collateral estoppel** apply to the **unrebutted affidavits**, establishing that all
19 issues are deemed settled and **cannot be contested further**. These principles
20 reinforce the finality of the administrative findings and support the granting of
21 summary judgement, in favor of Defendants, as **a matter of law**. - **HE WHO**
22 **LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT!**

23 **X. Legal Basis for Proof of Delivery via Registered Mail**

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

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

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

21 **Application of the Mailbox Rule**

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

28 **Legal Presumption of Delivery and Evidentiary Weight**

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

11 Accordingly, any challenge to the delivery or receipt of documents sent via
12 **Registered Mail with return receipt** must meet a high evidentiary threshold,
13 ensuring that mailed documents are legally recognized as served and received.

14 **Judgement of \$100,000,000.00 Considered, AGREED TO and Authorized BY**
15 **PLAINTIFFS.**

16 1. As **considered**, agreed, and stipulated by Plaintiff in the *unrebutted* verified
17 commercial affidavits, and self-executing contract and security agreement
18 (Exhibits H, I, J, and K), Plaintiff **fully authorizes, endorses, supports,** and
19 advocates for the entry of a UCC commercial judgement and lien in the amount
20 of **One Hundred Million and 00/100 Dollars (\$100,000,000.00) against Plaintiff,**
21 **in favor of Defendants,** as also **evidenced** by INVOICE/TRUE BILL
22 **#MIRINAJDISHONOR25** which is a part of **Exhibit K.** INVOICE/TRUE BILL
23 **#MIRINAJDISHONOR25** is attached hereto as **Exhibit P** and incorporated
24 herein by reference.

25 2. As **considered**, agreed, and stipulated by Plaintiff in the *unrebutted* verified
26 commercial affidavits, and self-executing contract and security agreement
27 (Exhibits H, I, J, and K), should it be **deemed** necessary, the Defendants are **fully**
28 **Authorized** to initiate the filing of a lien, and the seizing of property to secure

1 satisfaction of the **ADJUDGED, DECREED, AND AUTHORIZED** sum total
2 due to **Affiant**, and/or Defendants of, **One Hundred Million and 00/100**
3 **Dollars (\$100,000,000.00).**

- 4 3. Plaintiff has **not** submitted any **evidence** to contradict or rebut the statements
5 made in the affidavits. As a result, the facts set forth in the affidavits are deemed
6 true and uncontested. Even then non-applicable California Evidence Code §
7 664 and related case law support the presumption that official duties have
8 been regularly performed, and **unrebutted affidavits stand as Truth.**
- 9 4. Plaintiff may not argue, controvert, or otherwise protest the finality of the
10 administrative findings established through the unrebutted affidavits. As per
11 established legal principles, once an affidavit is submitted and not rebutted, its
12 content is accepted as true, and Defendants are barred from contesting these
13 findings in subsequent processes, whether administrative or judicial.
- 14 5. **All are equal under the law** (Aequitas est quasi aequalitas), and **ignorance**
15 **of the law is no excuse** (Ignorantia juris non excusat).

16 **XI. Foundational 'Case Law' on Standing, Mortgage Fraud,**
17 **Foreclosure, Corporate Overreach**

18 Defendants referenced the following 'case law' summary highlights key legal
19 principles on jurisdiction, standing, and procedural requirements in financial and
20 mortgage-related cases. Courts consistently **void judgments rendered without**
21 **proper jurisdiction** and emphasize the need for a party to demonstrate legal
22 **standing**. Fraudulent lending practices, including violations of **federal regulations**,
23 have led to dismissals with prejudice. Corporate overreach by banks is curtailed
24 through rulings that prohibit lending credit and ultra vires contracts. Evidentiary
25 standards stress the **sufficiency of affidavits** and the **duty** of full and complete
26 disclosure of information to prevent fraud. Contract **principles** underscore the
27 nullification of agreements lacking proper consideration,.

28 **A. Jurisdiction and Standing in Court**

1 Courts have consistently held that judgments rendered without subject matter
2 jurisdiction are **void from inception**, and parties *must* have **standing** to invoke a
3 Court's jurisdiction. Notable cases emphasize that plaintiffs must demonstrate
4 ownership of notes and mortgages at the time of filing to proceed with foreclosure
5 actions. Failure to do so results in jurisdictional dismissal.

6 **1. Patton v. Diemer**, 35 Ohio St. 3d 68; 518 N.E.2d 941 (1988): "A judgment
7 rendered by a court lacking subject matter jurisdiction is **void ab initio**.
8 Consequently, the authority to vacate a void judgment is not derived from Ohio
9 R. Civ. P. 60(B), but rather constitutes an inherent power possessed by Ohio
10 courts. I see no evidence to the contrary that this would apply to ALL courts."

11 **2. Lebanon Correctional Institution v. Court of Common Pleas**, 35 Ohio St.2d 176
12 (1973): "A party lacks **standing** to invoke the jurisdiction of a court unless he
13 has, in an individual or a representative capacity, some **real interest** in the
14 subject matter of the action."

15 **3. Wells Fargo Bank v. Byrd**, 178 Ohio App.3d 285, 2008-Ohio-4603, 897 N.E.2d
16 722 (2008): "If plaintiff has offered no evidence that it owned the note and
17 mortgage when the complaint was filed, it would not be entitled to judgment as
18 a matter of law."

19 **4. Indymac Bank v. Boyd**, 880 N.Y.S.2d 224 (2009): "To establish a *prima facie* case in an
20 action to foreclose a mortgage, the plaintiff must establish the existence of the mortgage
21 and the mortgage note. It is the law's policy to allow only an aggrieved person to bring
22 a lawsuit . . . A want of 'standing to sue,' in other words, is just another way of saying
23 that this particular plaintiff is not involved in a genuine controversy, and a simple
24 syllogism takes us from there to a 'jurisdictional' dismissal."

25 **5. Indymac Bank v. Bethley**, 880 N.Y.S.2d 873 (2009): "The Court is concerned that
26 there may be fraud on the part of plaintiff or at least malfeasance. Plaintiff
27 INDYMAC (Deutsche) must have '**standing**' to bring this action."

28 **B. Fraud and Misrepresentation in Mortgage Cases**

1 Several cases illustrate fraudulent practices by lenders, including violations of the
2 Federal Truth in Lending Act and withholding vital loan information. Courts have
3 dismissed cases with prejudice where fraud on the court was evident.

- 4 **1. Wells Fargo, Litton Loan v. Farmer**, 867 N.Y.S.2d 21 (2008): "Wells Fargo does
5 not own the mortgage loan... Therefore, the matter is dismissed with prejudice."
- 6 **2. Wells Fargo v. Reyes**, 867 N.Y.S.2d 21 (2008): "Dismissed with prejudice, Fraud
7 on Court & Sanctions. Wells Fargo never owned the Mortgage."
- 8 **3. Deutsche Bank v. Peabody**, 866 N.Y.S.2d 91 (2008): "EquiFirst, when making the
9 loan, violated Regulation Z of the Federal Truth in Lending Act 15 USC §1601
10 and the Fair Debt Collections Practices Act 15 USC §1692; 'intentionally created
11 fraud in the factum' and withheld from plaintiff 'vital information concerning
12 said debt and all of the matrix involved in making the loan.'"

13 **C. Corporate and Banking Overreach**

14 Decisions highlight that banks **cannot** lend their credit or guarantee debts, as these
15 actions are ultra vires and not legally binding. These rulings reinforce the
16 limitations on corporate and banking activities.

- 17 **1. Zinc Carbonate Co. v. First National Bank**, 103 Wis. 125, 79 NW 229 (1899):
18 "The doctrine of ultra vires is a most powerful weapon to private corporations
19 within their legitimate spheres and punish them for violations of their corporate
20 charters, and it probably is not invoked too often."
- 21 **2. Howard & Foster Co. vs. Citizens National Bank**, 133 S.C. 202, 130 S.E. 758
22 (1926): "It has been settled beyond controversy that a national bank, under
23 Federal law, being limited in its power and capacity, cannot lend its credit by
24 nor guarantee the debt of another. All such contracts being entered into by its
25 officers are ultra vires and not binding upon the corporation."
- 26 **3. American Express Co. v. Citizens State Bank**, 181 Wis. 172, 194 NW 427 (1923):
27 "Neither, as included in its powers not incidental to them, is it a part of a bank's
28 business to lend its credit."

1 **D. Procedural Requirements and Evidentiary Standards**

2 The requirement for real party-in-interest prosecution is emphasized, along with
3 rulings that affidavits alone can establish a prima facie case. Courts have ruled that
4 silence in the face of a legal duty to respond can constitute fraud.

- 5 **1. Federal Rule of Civil Procedure 17(a)(1):** "[A]n action must be prosecuted in the
6 name of the real party in interest."
7 **2. In re Jacobson**, 402 B.R. 359, 365-66 (Bankr. W.D. Wash. 2009): Emphasizes that
8 actions must be filed by the real party in interest.
9 **3. United States v. Kis**, 658 F.2d 526 (7th Cir. 1981): "Indeed, no more than
10 (affidavits) is necessary to make the prima facie case." Cert. denied, S. Ct. (1982).
11 **4. U.S. v. Tweel**, 550 F.2d 297 (1977): "Silence can only be equated with fraud
12 where there is a legal or moral duty to speak or when an inquiry left
13 unanswered would be intentionally misleading."

14 **E. Contract and Consideration Principles**

15 If any part of a contract's consideration is illegal, the entire promise becomes void.
16 Courts have also recognized the right to rescind contracts induced by false
17 representations, even if made innocently.

- 18 • **Menominee River Co. v. Augustus Spies L & C Co.**, 147 Wis. 559 at p.
19 572; 132 NW 1118 (1912): "If any part of the consideration for a promise be
20 illegal, or if there are several considerations for an un-severable promise
21 one of which is illegal, the promise, whether written or oral, is wholly
22 void, as it is impossible to say what part or which one of the
23 considerations induced the promise."

24 **XII. SANCTIONS AGAINST ALL PLAINTIFFS FOR WILLFUL AND**
25 **INTENTIONAL FRAUDULENT ACTIONS AND VIOLATIONS OF LAW**

26 Defendants hereby move this Court to impose **sanctions** against the Plaintiff
27 for their willful and egregious actions in initiating and perpetuating
28 fraudulent claims, violations of legal standards, and **bad faith** conduct, as

1 outlined herein. Plaintiff's actions are not only baseless but constitute an
2 **abuse of the judicial process**, warranting severe penalties to deter future
3 misconduct and to compensate the Defendants for damages incurred as a
4 result of this fraudulent litigation.

- 5 1. **Willful and Intentional Bad Faith Conduct and Fraudulent Filings:** Plaintiff
6 has **knowingly and intentionally** engaged in fraudulent conduct by pursuing
7 claims they know to be baseless and without merit. This is evidenced by their
8 failure to rebut the **Unrebutted Affidavits**, their presumed dishonor under
9 **U.C.C. § 3-505**, and their lack of any standing to bring forth this action. Such
10 actions violate the principles of equity, fair dealing, and due process,
11 constituting grounds for sanctions.
- 12 2. **Abuse of Process:** Plaintiff's initiation of this unlawful detainer action, despite
13 being Defendants in pre-existing legal matters directly related to the subject
14 property, demonstrates a **clear abuse of process**. Plaintiff's failure to disclose
15 these overlapping cases and their misrepresentation of facts to this Court
16 exemplifies a deliberate attempt to mislead the judiciary and waste judicial
17 resources.
- 18 3. **Failure to Act in Good Faith:** Plaintiff's silence and failure to rebut the affidavits and
19 claims presented by the Defendants further indicate bad faith. Under **U.C.C. § 1-103**,
20 the principles of good faith and equity are paramount. Plaintiffs' conduct demonstrates
21 a blatant disregard for these principles, further warranting sanctions.
- 22 4. **Evidentiary Sanctions and Adverse Inference:** Plaintiff's failure to rebut the
23 Defendants' Affidavits, Security Agreements, and Contractual Terms creates a
24 presumption of **silent acquiescence, tacit agreement, and tacit procurement**. The
25 Defendant demand that this Court:
 - 26 • Strike Plaintiff's pleadings for lack of standing and evidentiary support.
 - 27 • Enter a judgement of **dismissal with prejudice** of all claims brought by
28 Plaintiffs.

- 1 • Impose an **adverse inference**, recognizing Plaintiffs' failure to rebut as an
2 admission of the Defendant's claims.

3 5. **Monetary Sanctions:** Defendant seeks monetary sanctions in the form of:

- 4 • Reimbursement for all legal fees, court costs, and damages incurred by the
5 Defendant in responding to this fraudulent action.
- 6 • Penalties for frivolous litigation, calculated at no less than Five Hundred
7 Thousand Dollars (**\$500,000.00**), as stipulated in the **Self-Executing**
8 **Contract Security Agreements (Exhibits H, I, J, and K)**. Plaintiffs'
9 acceptance of these agreements, through tacit acquiescence and silent
10 agreement, binds them to this liability.

11 6. **Deterrence of Future Misconduct:** The imposition of sanctions is necessary to
12 deter Plaintiff and others from engaging in similar conduct in the future.
13 Fraudulent misuse of the courts to perpetrate unlawful claims undermines the
14 integrity of the judicial system and must be met with severe consequences.

15 XIII. **SUMMARY JUDGEMENT AGAINST PLAINTIFF, AS A**
16 **MATTER OF LAW**

- 17 1. Defendants respectfully **DEMAND** summary judgement in their favor based on
18 the clear, enforceable terms of the Contract and Security Agreement, and as a
19 matter of law. Pursuant to the Contract and Security Agreement, Defendants
20 explicitly stipulated and accepted, by their conduct and inaction, a binding
21 judgement, summary judgement, and/or lien authorization (per U.C.C. § 9-509)
22 in favor of Defendants. The contracts establish Plaintiff's liability in the agreed-
23 upon amount of **One Hundred Million and 00/100 U.S. Dollars**
24 **(\$100,000,000.00)**, which the Plaintiff acknowledged and accepted through the
25 principles of tacit procuracy and silent acquiescence, thereby waiving any
26 grounds to contest this judgement.
- 27 2. Plaintiff considered and agreed to all of the terms stipulated in the un rebutted
28 commercial affidavits and the self-executing Contract and Security Agreements,

1 all of which were confirmed, signed for via USPS form 3811, and delivered via
2 USPS **Registered, Express, and/or Certified Mail**.

- 3 3. Given that the affidavits presented are unrebutted and establish the facts
4 essential to Defendants' claims, summary judgement in favor of Defendants is
5 warranted, and **must be granted**. Plaintiffs' failure to contest or rebut these
6 affidavits supports the conclusion that there are no genuine issues of material
7 fact, and Defendants are entitled to judgement as *a matter of law*.
- 8 4. Defendants respectfully DEMAND the Court grant summary judgement in
9 their favor based on the undisputed facts presented in the multiple unrebutted
10 verified commercial affidavits and/or contract and security agreements
11 submitted and incorporated into this matter. Plaintiffs have failed to rebut the
12 content of these affidavits, which conclusively establish the validity of
13 Defendants' claims.
- 14 5. **California Code of Civil Procedure § 437c(a)**: Summary judgement is
15 appropriate where there is no triable issue of material fact and the moving party
16 is entitled to judgement as a matter of law. The **multiple** unrebutted affidavits
17 submitted by Defendants establish that there are no material facts in dispute,
18 and Defendants are entitled to judgement based on the evidence provided, as a
19 matter of law.
- 20 6. **Res Judicata, Stare Decisis, and Collateral Estoppel**: The principles of res
21 judicata, stare decisis, and collateral estoppel apply to the unrebutted affidavits,
22 establishing that all issues are deemed settled and cannot be contested further.
23 These principles reinforce the finality of the administrative findings and support
24 the granting of summary judgement.

25 **XIV. LEGAL PRINCIPLES SUPPORTING PLAINTIFFS' CLAIMS**

26 In support of this DEMAND as a **matter of law**, without hearing, Defendants
27 cite the following established legal standards, legal maxims, precedent, and
28 **principles**:

- 1 • **Unrebutted Affidavits as Judgment in Commerce:** Plaintiffs' unrebutted
2 affidavits are binding truth under the maxim, "**An unrebutted affidavit**
3 **becomes the judgment in commerce.**"
- 4 • **Res Judicata, Stare Decisis, and Collateral Estoppel:** **Defendants are barred**
5 from contesting the finality of Plaintiffs' claims under the doctrines of *res*
6 *judicata*, *stare decisis*, and **collateral estoppel**, as all material facts and claims
7 have been resolved conclusively.
- 8 • **Breach of U.C.C. Obligations and Presumed Dishonor:** Defendants' dishonor
9 and default are evidenced by their failure to fulfill obligations defined
10 by **U.C.C. § 3-505** and other applicable statutes **ALL ARE EQUAL UNDER**
11 **THE LAW.** (God's Law - Moral and Natural Law). Exodus 21:23-25; Lev. 24:
12 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40; Luke 10:17; Col. 3:25. 'No one is above
13 the law.'
- 14 • **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE**
15 **EXPRESSED.** (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). -- **Legal maxim:** 'To lie is to
16 go against the mind.'
- 17 • **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.** (Lev. 5:4-5;
18 Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5: 12).
- 19 • **IN COMMERCE TRUTH IS SOVEREIGN.** (Exodus 20:16; Ps. 117:2; John
20 8:32; II Cor. 13:8) Truth is sovereign -- and the Sovereign tells only the truth.
- 21 • **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.**
22 **(12 Pet. 1:25; Heb. 6:13-15).** 'He who does not deny, admits.'
- 23 • **"Statements of fact contained in affidavits which are not rebutted by the**
24 **opposing party's affidavit or pleadings may be accepted as true by the trial**
25 **court."** --Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976).
- 26 • See, *Sieb's Hatcheries, Inc. v. Lindley*, 13 F.R.D. 113 (1952)., "Defendant(s) made
27 no request for an extension of time in which to answer the request for
28 admission of facts and filed only an unsworn response within the time

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

- 9 • 'The state **cannot** diminish **Rights** of the **people**.' – *Hurtado vs. California*,
10 110 US 516.
- 11 • "Public officials are not immune from suit when they transcend their lawful
12 authority by invading constitutional **rights**." – *AFLCIO v. Woodward*, 406 F2d 137 t.
- 13 • "Immunity **fosters neglect and breeds irresponsibility** while liability
14 promotes care and caution, which caution and care is owed by the government
15 to its people." (Civil Rights) **Rabon vs Rowen Memorial Hospital, Inc.** 269
16 N.S. 1, 13, 152 SE 1 d 485, 493.
- 17 • "When enforcing mere statutes, judges of all courts do not act judicially (and
18 thus are not protected by "qualified" or "limited immunity," - SEE: *Owen v.*
19 *City*, 445 U.S. 662; *Bothke v. Terry*, 713 F2d 1404) - - "but merely act as an
20 extension as an agent for the involved agency -- but only in a "ministerial" and
21 not a "discretionary capacity..." *Thompson v. Smith*, 154 S.E. 579, 583; *Keller v.*
22 *P.E.*, 261 US 428; *F.R.C. v. G.E.*, 281, U.S. 464.
- 23 • "Judges not only can be sued over their official acts, but could be held **liable**
24 **for injunctive and declaratory relief and attorney's fees.**" **Lezama v. Justice**
25 **Court**, A025829.
- 26 • "Ignorance of the law does **not** excuse misconduct in anyone, least of all
27 in a sworn officer of the law." *In re McCowan* (1917), 177 C. 93, 170 P.
28 1100.

- 1 • "All are presumed to know the law." San Francisco Gas Co. v. Brickwedel
2 (1882), 62 C. 641; Dore v. Southern Pacific Co. (1912), 163 C. 182, 124 P. 817;
3 People v. Flanagan (1924), 65 C.A. 268, 223 P. 1014; Lincoln v. Superior Court
4 (1928), 95 C.A. 35, 271 P. 1107; San Francisco Realty Co. v. Linnard (1929), 98
5 C.A. 33, 276 P. 368.
- 6 • "It is one of the fundamental maxims of the common law that **ignorance of the**
7 **law excuses no one.**" Daniels v. Dean (1905), 2 C.A. 421, 84 P. 332.
- 8 • "the people, not the States, are sovereign." – Chisholm v. Georgia, 2 Dall. 419, 2
9 U.S. 419, 1 L.Ed. 440 (1793).
- 10 • HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT. (Book
11 of Job; Mat. 10:22) -- **Legal maxim:** 'He who does not repel a wrong when he
12 can occasions it.'
- 13 • AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN
14 COMMERCE. (Heb. 6:16-17); '**There is nothing left to resolve.**'

15 //

16 **XV. NOTICE to the COURT: A DEMAND is NOT a mere MOTION**

17 The Court is hereby placed on **legal and judicial notice** that DEFENDANTS'
18 VERIFIED RESPONSE AND DEMAND FOR DISMISSAL OF FRAUDULENT
19 UNLAWFUL DETAINER AND SANCTIONS AGAINST PLAINTIFFS AND
20 DEMAND FOR CONSIDERED AND STIPULATED JUDGEMENT, AND DEMAND
21 FOR QUIET TITLE AND DEMAND FOR SUMMARY JUDGEMENT IN
22 FAVOR OF DEFENDANTS, AS A MATTER OF LAW, is **not** a mere "motion"
23 requesting discretionary relief but rather a **binding and enforceable legal notice**
24 asserting an **absolute right** to immediate injunctive relief as a **matter of law.**

25 //

26 **XVI. A MOTION is a Request; A DEMAND Asserts a Right**

27 The Court must acknowledge and act upon the **fundamental and critical**
28 **distinction** between a motion and a demand:

- 1 **1. A motion seeks the Court's discretion** to grant relief.
- 2 **2. A demand asserts an absolute right** under statutory and constitutional law,
- 3 compelling the Court to act accordingly.

4 //

5 **CLAIM AND DEMAND FOR RELIEF:**

- 6 **1. Dismissal of Plaintiff's claims and entire lawsuit *With Prejudice*** – Dismiss
7 Plaintiff's lawsuit with prejudice due to its fraudulent, frivolous, and meritless
8 nature *in its entirety*.
- 9 **2. Quiet Title & Declaratory Judgment** – Enter judgment **quieting title** in favor
10 of Defendants, affirming that the private trust property is **free and clear of any**
11 **adverse claims** by Plaintiff. Declare that Plaintiff's **fraudulent "Trustee's Deed**
12 **Upon Sale"** is null and void *ab initio* and order it **stricken from the county**
13 **records**.
- 14 **3. Permanent Injunction** – **Enjoin Plaintiff** from initiating or participating in any
15 further fraudulent or unlawful claims against Defendants' property.
- 16 **4. Monetary Judgment** –
 - 17 a. Award **compensatory damages** in the sum of **One Hundred Million and**
18 **00/100 U.S. Dollars (\$100,000,000.00 USD)**, as **considered and stipulated** in the
19 Self-Executing and Binding Contract and Security Agreements (Exhibits H, I, J,
20 and K).
 - 21 b. Award punitive damages based on Plaintiff's intentional, willful, and
22 malicious actions, including:
 - 23 • **Fraudulent misrepresentation & false claims** regarding ownership and
24 authority in foreclosure proceedings.
 - 25 • **Extortion & fraud** under 18 U.S.C. §§ 878, 880, 1344.
 - 26 • **Racketeering activities** in violation of 18 U.S.C. § 1961 et seq.
 - 27 • **Unlawful restraint of trade** in violation of antitrust laws.
 - 28 • **Unauthorized use of Defendants' identity & personal information.**

- 1 • **Slander of title and filing of false instruments** clouding Defendants'
2 property rights.

3 **5. Restitution & Asset Recovery -**

4 a. Order **restitution of all funds and assets misappropriated** by Plaintiff,
5 constituting embezzlement under applicable laws.

6 b. Declare Plaintiff's unlawful transportation and transfer of stolen property and
7 securities under 18 U.S.C. § 2314 and order their return.

8 **6. Legal Finality & Preclusion -** Declare that all issues are conclusively
9 settled under the doctrines of **Res Judicata, Stare Decisis, and Collateral**
10 **Estoppel.**

11 **7. Summary Judgment & Tacit Agreement -**

12 a. Enter summary judgment in favor of Defendants, establishing that Plaintiff
13 has fully and undisputedly agreed to the terms stipulated in the unrebutted
14 verified commercial affidavits and Self-Executing Contract & Security
15 Agreements.

16 b. Recognize Plaintiff's silent acquiescence, tacit agreement, and tacit
17 procurement as binding under principles of contract law.

18 **8. Attorney's Fees & Additional Relief -**

19 a. Award **reasonable attorney's fees** in the sum of **One Million Dollars**
20 **(\$1,000,000.00 USD).**

21 b. Grant any **further equitable relief** deemed just and proper, including
22 compensation for **emotional distress, grief, and harm** suffered by the Trust's
23 beneficiaries, including women and children.

24 //

25 **WHEREFORE,** Defendants respectfully request and demand that this Court:

- 26 **1. Dismiss Plaintiff's Fraudulent Unlawful Detainer Action** with prejudice;
- 27 **2. Impose Sanctions Against Plaintiffs** for knowingly filing a fraudulent and
28 frivolous claim;

- 1 **3. Enter a Considered and Stipulated Judgment** in favor of Defendants;
- 2 **4. Quiet Title** in favor of Defendants, confirming their exclusive ownership, free
- 3 and clear of any adverse claims by Plaintiff;
- 4 **5. Order the Immediate Removal and Expungement** of Plaintiff's fraudulent
- 5 "**Trustee's Deed Upon Sale**" from county records, as it is null and **void *ab***
- 6 ***initio***;
- 7 **6. Grant Summary Judgment** in favor of Defendants as a matter of law, ruling that
- 8 all issues have been conclusively settled; and
- 9 **7. Award Defendants Any Further Relief** this Court deems just and proper.

10 //
 11 //
 12 //
 13 //

14 **COMMERCIAL OATH AND VERIFICATION:**

15 County of Riverside)
 16) Commercial Oath and Verification
 17 The State of California)

18 I, KEVIN WALKER, 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 22ND day of MARCH in the year of
 23 Our Lord two thousand and twenty four:

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: 
 27 **Kevin Walker**, Attorney In Fact, Authorized Representative,
 28 **Executor, national, private bank(er) EIN # 9x-xxxxxxx**

COMMERCIAL OATH AND VERIFICATION:

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

5 I, DONNABELLE MORTEL, under my unlimited liability and Commercial Oath
6 proceeding in good faith being of sound mind states that the facts contained herein
7 are true, correct, complete and not misleading to the best of Affiant's knowledge
8 and belief under penalty of International Commercial Law and state this to be HIS
9 Affidavit of Truth regarding same signed and sealed this 22ND day of MARCH in
10 the year of Our Lord two thousand and twenty four:

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

13 By: 
14 **Donnabelle Mortel**, Attorney In Fact, Authorized Representative,
15 Executor, national, private bank(er) EIN # 9x-xxxxxxx

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

21 Sui juris, By *Special Limited Appearance*,

22 By: 
23 **Corey Walker** (WITNESS)

24 Sui juris, By *Special Limited Appearance*,

25 By: 
26 **Steven MacArthur-Brooks** (WITNESS)

27 //

28 //

LIST OF EXHIBITS / EVIDENCE:

- 1 2 1. **Exhibit A:** Affidavit: Power of Attorney in Fact.
- 3 2. **Exhibit B:** UCC1 filing #2024385925-4.
- 4 3. **Exhibit C:** UCC1 filing #2024385935-1.
- 5 4. **Exhibit D:** UCC3 filing and NOTICE #2024402433-7.
- 6 5. **Exhibit E:** UCC3 filing and NOTICE #2024411182-7.
- 7 6. **Exhibit F:** GRANT DEED recorded in Official Records County of Riverside, DOC
8 #2024-0291980, APN: 957-570-005, File No.: 37238 KH, where the private trust
9 property is titled to 'WG Private Irrevocable Trust, dated Febraury 7, 2022'
- 10 7. **Exhibit G:** GRANT DEED, DOC #2022-0490841, APN: 957-570-005, File No.:
11 30291 KH, recorded in Official Records County of Riverside.
- 12 8. **Exhibit H:** Affidavit and [Contract](#) and Security Agreement #EI988807156US.
- 13 9. **Exhibit I:** Affidavit and [Contract](#) and Security Agreement #RF775822865US.
- 14 10. **Exhibit J:** Affidavit and [Contract](#) and Security Agreement #RF775823755US.
- 15 11. **Exhibit K:** [Contract](#) and Security Agreement / [Affidavit Certificate](#) of Dishonor,
16 Non-response, **DEFAULT**, **JUDGEMENT**, and **LIEN AUTHORIZATION** and
17 **LIEN AUTHORIZATION**, #RF775824288US.
- 18 12. **Exhibit L:** Form 3811 corresponding to Exhibit L.
- 19 13. **Exhibit M:** Form 3811 corresponding to Exhibit N.
- 20 14. **Exhibit N:** Form 3811 corresponding to Exhibit P.
- 21 15. **Exhibit O:** Form 3811 corresponding to Exhibit R.
- 22 16. **Exhibit P:** Exhibit U: INVOICE/TRUE BILL #MIRINAJDISHONOR25.
- 23 17. **Exhibit Q:** **Fraudulent and extortionate OFFER/CONTRACT** titled '3/90 DAY
24 NOTICE TO QUIT'
- 25 18. **Exhibit R:** Trademark and Copyright Contract Agreement for TMKEVIN
26 WALKER©.
- 27 19. **Exhibit S:** Trademark and Copyright Contract Agreement for TMDONNABELLE
28 MORTEL©

PROOF OF SERVICE

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

STATE OF CALIFORNIA)

) ss.

COUNTY OF RIVERSIDE)

I competent, over the age of eighteen (18) years, and not a party to the within action. My mailing address is the Walkernova Group, care of: 30650 Rancho California Road suite #406-251, Temecula, California [92591]. On March 24, 2025, I served the within documents:

1. DEFENDANTS' **VERIFIED** RESPONSE AND **DEMAND** FOR DISMISSAL OF **FRAUDULENT UNLAWFUL DETAINER AND SANCTIONS AGAINST PLAINTIFF** AND **DEMAND** FOR CONSIDERED AND STIPULATED JUDGEMENT, AND **DEMAND FOR QUIET TITLE AND DEMAND** FOR SUMMARY JUDGEMENT IN FAVOR OF DEFENDANTS, AS A MATTER OF LAW.

2. **Exhibits A through S**

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

Naji Doemt, Mary Doumit, Daniel Doemt
C/o NAJI DOUMIT, MARINAJ PROPERTIES, FOCUS ESTATES INC
1130 South Tamarisk Drive
Anaheim, California [92807]
Registered Mail #RF775824331US

Barry-Lee: O'Connor
C/o BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES
3691 Adams Street

Riverside, California [92504]
Registered Mail #RF775824328US

1
2
3 **By Electronic Service.** Based on a court order and/or an agreement of the
4 parties to accept service by electronic transmission, I caused the documents to be
5 sent to the persons at the electronic notification addresses listed below.

6 Naji Doemt, Mary Doumit, Daniel Doemt
7 C/o NAJI DOUMIT, MARINAJ PROPERTIES, FOCUS ESTATES INC
8 1130 South Tamarisk Drive
9 Anaheim, California [92807]
10 udlaw2@aol.com
11 louisatoui3@yahoo.com

12 Barry-Lee: O'Connor
13 C/o BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES
14 3691 Adams Street
15 Riverside, California [92504]
16 udlaw2@aol.com
17 louisatoui3@yahoo.com

18 I declare under penalty of perjury under the laws of the State of California
19 that the above is true and correct. Executed on March 22, 2025 in Riverside County,
20 California.

21 /s/Corey Walker/
22 Corey Walker

23 //
24 //
25 //
26 /
27 //
28 //
29 //

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.

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

ANKNOWLEDGEMENT:

State of California)

) ss.

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

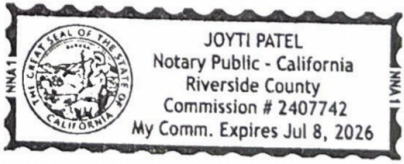
County of Riverside)

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

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

WITNESS my hand and official seal.

Signature Joyti Patel (Seal)



DEFENDANTS' VERIFIED RESPONSE AND DEMAND FOR DISMISSAL OF FRAUDULENT UNLAWFUL DETAINER AND SANCTIONS AGAINST PLAINTIFF AND DEMAND FOR CONSIDERED AND STIPULATED JUDGMENT, AND DEMAND FOR QUIET TITLE AND DEMAND FOR SUMMARY JUDGEMENT IN FAVOR OF DEFENDANTS, AS A MATTER OF LAW