	Self-Executing Security Agreement — Expres	s Mail #ER126149276 — Dated: 03/20/2025
1	Kevin Walker, <i>sui juris</i> , In Propria Persona	
2	C/o 30650 Rancho California Road #406-2	
3	Temecula, California [92591] non-domestic <i>without</i> the <u>U</u> nited <u>S</u> tates	
4	Email: <u>team@walkernovagroup.com</u>	
5	Attorney-In-Fact, Executor, and Authorized R	epresentative,
6	for <i>Real Party(ies) in Interest/Plaintiff(s)</i> ™KEVIN WALKER© ESTATE, ™KEVIN L	EWIS WALKER©,
7	™KEVIN WALKER© IRR TRUST	
8	UNITED STATES I	
9	CENTRAL DISTRICT OF CALII	
10	™ KEVIN WALKER© ESTATE, et al., Plaintiff(s)/Real Party(ies) in Interest,	Case No.: 5:25-cv-00646-WLH-MAA
11	vs.	PLAINTIFFS' <u>VERIFIED</u> NOTICE AND DEMAND FOR IMMEDIATE
12	Chad Bianco, et al.,	NON-DISCRETIONARY EMERGENCY EX PARTE
13	Defendant(s).	INJUNCTION AS A MATTER OF
14		LAW WITHOUT HEARING
15		
16		
17	PLAINTIFFS' VERIFIED NOTICE	AND DEMAND FOR IMMEDIATE
18	NON-DISCRETIONARY EMERGEN	ICY EX PARTE INJUNCTION AS A
19	MATTER OF LAW W	ITHOUT HEARING
20	COMES NOW , Plaintiffs TM KEVIN WA	ALKER© ESTATE, ™KEVIN LEWIS
21	WALKER©, ™KEVIN WALKER© IRR 1	TRUST (hereinafter "Plaintiffs" and/or
22	"Real Party(ies) in Interest"), by and throu	gh their Attorney-in-Fact, Kevin: Walker,
23	who is proceeding <i>sui juris, In Propria Per</i>	rsona, and by Special Limited
24	<i>Appearance</i> (NOT generally). Kevin is nat	ural <i>freeborn</i> sovereign, one of the
25	people , and state <u>Citizen</u> of California the	republic in its De'jure capacity as one of
26	the several <u>s</u> tates of the Union 1789. This in	ncidentally makes him a non-citizen
27	national/national American of the republi	c as per the De'Jure Constitution for the
28	United States 1777/1789.	

1 Plaintiffs, acting through their Attorney-in-Fact, assert their **inherent** *unalienable* right to contract, as secured by Article I, Section 10 of the Constitution, which 2 states: "No State shall... pass any Law impairing the Obligation of Contracts," and 3 thus which *prohibits* states from impairing the obligation of contracts. 4 This clause unequivocally prohibits states from impairing the obligation of 5 contracts, including but not limited to, a trust and contract agreement as an 6 'Attorney-In-Fact,' and any private contract existing between Plaintiffs and 7 Defendants. A copy of the 'Affidavit: Power of Attorney In Fact,' is attached hereto 8 as Exhibits A and incorporated herein by reference. 9 Plaintiffs further rely on their inherent rights under the Constitution and the 10 common law – rights that predate the formation of the tatse and remain 11 safeguarded by due process of law. 12 'Attorney-in-Fact' : Legal Authority and Recognition: I. 13

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.

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

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

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**)

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coverts), may act as an **attorney-in-fact** for others if they have the necessary understanding.

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

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

9 The American Bar Association (ABA) further affirms that the individual named in
10 a power of attorney is legally referred to as an agent or attorney-in-fact and has the
11 authority to take any action expressly permitted in the document. The American
12 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.

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

17 The authority of an attorney-in-fact is explicitly recognized in various statutory and18 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.
- 28 U.S.C. § 1654: Confirms that "parties may plead and conduct their own
 cases personally or by counsel", reinforcing the Plaintiffs' right to self representation and the use of an attorney-in-fact.
- 26 U.S.C. § 2203: Recognizes executors, including attorneys-in-fact, in matters
 of estate administration and tax liability.
- 26 U.S.C. § 7603: Acknowledges that an attorney-in-fact may lawfully receive
 and respond to IRS summonses on behalf of the principal.

- **26 U.S.C. § 6903**: Confirms that fiduciaries, including attorneys-in-fact, are recognized in tax matters and are legally bound to act in their principal's best interest.
- 26 U.S.C. § 6036: Establishes that attorneys-in-fact can handle affairs related
 to the administration of decedent estates and trust entities.
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• **26 U.S.C. § 6402**: Grants attorneys-in-fact the authority to receive and negotiate tax refunds and credits on behalf of the principal.

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

9 **Fact**" (Exhibit A), which lawfully confers upon them the authority to act in this

10 matter. The legal principles established by the **UCC and statutory law further**

11 reinforce the binding authority of Plaintiffs' affidavits and agreements.

12 Defendants' assertion that a **trust cannot be represented by an attorney-in-fact**

13 **contradicts well-established statutory, commercial, and legal principles**. By

14 denying this legal reality, **Defendants engage in intentional misrepresentation**

15 and mockery of long-standing legal doctrine, further demonstrating their lack of

- 16 credibility and bad faith in these proceedings
- 17 **III**.

Constitutional Basis:

18 Plaintiffs assert that their **private rights** are secured *and* protected under the

19 **Constitution**, **common law**, and **exclusive equity**, which govern their ability to 20 freely contract and protect their property and interests..

21 Plaintiffs respectfully assert and affirm:

"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 <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 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 process of law, and in accordance with the

28	Plaintiffs respectfully assert and affirm that:
27	IV. <u>Supremacy Clause:</u>
26	(1886).
25	government exists and acts."— Yick Wo v. Hopkins, 118 U.S. 356, 370
24	• "Sovereignty itself remains with the people, by whom and for whom all
23	256.
22	bound to enforce it." – 16 Am. Jur. 2d, Sec. 177, Late Am. Jur. 2d, Sec.
21	• "No one is bound to obey an unconstitutional law, and no courts are
20	Norton v. Shelby County, 118 U.S. 425, 442 (1886).
19	contemplation, as inoperative as though it had never been passed."—
18	duties; affords no protection; it creates no office; it is, in legal
17	• "An unconstitutional act is not law; it confers no rights; it imposes no
16	power." – Miranda v. Arizona, 384 U.S. 436, 491 (1966).
15	immunities under the guise of police power or any other governmental
14	• "It is not the duty of the citizen to surrender his rights, liberties, and
13	U.S. (1 Cranch) 137, 177 (1803).
12	• "A law repugnant to the Constitution is void ." — <i>Marbury v. Madison</i> , 5
11	exercise of constitutional rights ." —Sherar v. Cullen, 481 F. 945.
10	• "There can be no sanction or penalty imposed upon one because of this
9	Arizona, 384 U.S.
8	rule making or legislation which would abrogate them." — Miranda v.
7	• "Where rights secured by the Constitution are involved, there can be no
6	a crime."—Miller v. U.S., 230 F 2d 486, 489.
5	 "The claim and exercise of a constitutional right cannot be converted into
4	trespass upon their rights." (<i>Hale v. Henkel</i> , 201 U.S. 43, 47 [1905]).
3	warrant of the law. He owes nothing to the public so long as he does not
2	immunity of himself and his property from arrest or seizure except under a
1	Constitution. Among his rights are a refusal to incriminate himself, and the

The Supremacy Clause of the Constitution of the United States (Article 1 VI, Clause 2) establishes that the Constitution, federal laws made 2 pursuant to it, and treaties made under its authority, constitute the 3 "supreme Law of the Land", and thus take priority over any conflicting 4 state laws. It provides that state courts are bound by, and state 5 constitutions subordinate to, the supreme law. However, federal statutes 6 and treaties must be within the parameters of the Constitution; that is, 7 they must be pursuant to the federal government's enumerated powers, 8 and not violate other constitutional limits on federal power ... As a 9 constitutional provision identifying the supremacy of federal law, the 10 Supremacy Clause assumes the underlying priority of federal authority, 11 albeit only when that authority is expressed in the Constitution itself; 12 no matter what the federal or state governments might wish to do, they 13 must stay within the boundaries of the Constitution 14

15 16 V.

IMMEDIATE AND IRREPARABLE HARM NECESSITATING INJUNCTIVE RELIEF

Plaintiffs demand an immediate ex parte injunction as a matter of law to restrain
Defendants from continued harassment, stalking, theft, extortion, coercion, and
intimidation under color of law. The failure to grant this injunction would result
in further irreparable harm and place the Court in direct complicity with ongoing
constitutional violations.

- 22 FACTUAL BASIS FOR EX PARTE INJUNCTIVE RELIEF:
- 23 1. On March 19, 2025, Defendants Nicholas O. Gruwell, Joseph Sinz, Gregory
- 24 **Eastwood, Robert Bowman, and Ortiz** willfully and unlawfully **stalked**
- 25 internationally protected person/national/non-citizen national, **Kevin Walker**,
- as he entered the **parking lot of EOS Gym in Temecula**, California.
- 27 **2.** In a display of **extreme, unnecessary, and unconstitutional force**, Defendants
- 28 **trespassed upon private trust property** a **private transport/automobile** clearly

displaying "PRIVATE" plates (See Exhibit U) – and, with armed force and
 intimidation, forcibly stole said property.
 The "NOTICE OF STOPED VEHICLE"

3 3. The "NOTICE OF STORED VEHICLE" serves as incontrovertible *evidence* that
 the private transport was *stolen*, as the form itself explicitly states that the
 automobile was "STOLEN FROM" the location where it was legally parked.
 A copy of the 'NOTICE OF STORED VEHICLE' is attached hereto as Exhibit
 7 CC and incorporated herein by reference

 8
 4. Defendants then escalated their conspiracy, racketeering, deprivation of rights under color of law, and unconstitutional actions, using coercion, threats, and unlawful obstruction to further prevent Plaintiffs from reclaiming their
 11
 private transport, including but not limited to:

a. Illegally refusing to release the unlawfully seized and stolen automobile via a tow truck.

- b. Illegally refusing to release the unlawfully seized and stolen private
 transport/automobile via a "ONE TRIP PERMIT." A copy of the 'ONE TRIP
 PERMIT'/BOND and CASH RECEIPT, is attached hereto as Exhibit DD
 and incorporated herein by reference..
- 18 **5.** Rather than acting in a **lawful, legal, and constitutional manner**,
- 19 Defendants **doubled down on their illegal activities** by **robbing and**
- 20 extorting Plaintiffs of Four Thousand Two Hundred Ninety-Eight
- 21 **Dollars (\$4,298)** through **threats**, **duress**, **coercion**, **and intimidation**
- under color of law, in direct violation of Plaintiffs' inherent *unalienable*<u>right</u> to travel.
- Plaintiffs were forced under threat, duress, coercion, and extortion to "Register"
 the private transport/automobile, to take possession of their own property. A
- copy of the **'REGISTRATION' and** the **'CASH RECEIPT' and evidence of**
- 27 SPECIAL DEPOSIT' with said financial institution and bank is attached
- 28 hereto as **Exhibit EE** and incorporated herein by reference.

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1	7. Defendants then further robbed and extorted Plaintiffs of One Hundred and
2	Seventy-Five Dollars (\$175.00) through threats, duress, coercion, and
3	intimidation under color of law, in direct violation of Plaintiffs' inherent
4	<i>unalienable</i> <u>rights</u> . A copy of the CASH RECEIPT, is attached hereto as Exhibit
5	FF and incorporated herein by reference
6	8. Defendants then engaged in conspiracy and racketeering with "S&R TOW
7	TEMECULA," to further rob and extort Plaintiffs of Three Hundred and
8	Seventy-Four Dollars (\$374.00) through threats, duress, coercion, and
9	intimidation under color of law, in direct violation of Plaintiffs' inherent
10	<i>unalienable</i> <u>rights.</u> A copy of the CASH RECEIPT, is attached hereto as Exhibit
11	GG and incorporated herein by reference
12	9. Defendants have <i>willfully</i> engaged in a pattern of ongoing harassment,
13	stalking Plaintiffs within their own neighborhood, employing intimidation
14	tactics in an attempt to obstruct justice and coerce Plaintiffs into abandoning
15	their lawful claims.
16	10. As a direct result of Defendants' unlawful conduct, Plaintiffs are suffering
17	immediate and irreparable harm, including:
18	a. Severe emotional distress,
19	b. Unlawful deprivation of property,
20	c. Threats to life, liberty, and security.
21	11. Defendants have absolutely failed to rebut <i>multiple</i> verified affidavits , thereby
22	admitting to all claims as a matter of law through silent acquiescence, tacit
23	procuration, collateral estoppel, stare decisis, and res judicata.
24	12. There is no adequate remedy at law, as monetary damages alone cannot
25	compensate for Defendants' ongoing threats, intimidation, and State-
26	sanctioned harassment.
27	13. Therefore, an immediate ex parte injunction is necessary and required as a
28	matter of law to prevent further irreparable harm.
	Dece 9 of 25

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

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The notarized and indorsed VERIFIED COMPLAINT/NEGOTIABLE 3 1. INSTRUMENT itself acted as a BOND, SPECIAL DEPOSIT, and/or 4 MONETARY INSTRUMENT, as defined by 31 U.S. Code § 5312 and 5 U.C.C. § 3-104, supplemented by the MASTER INDEMNITY BOND 6 (Exhibit N), and that the BOND also satisfies the procedural and 7 substantive requirements of Rule 67 of the Federal Rules of Civil 8 Procedure. Exclusive equity supports this claim, as it ensures that no 9 competing claims will infringe upon the Plaintiffs' established rights to 10 this bond of and will be reported on the forms 1099-A, 1099-OID, and/or 11 1099-B, with Plaintiff(s) evidenced as the CREDITOR(S). 12 Janet Yellen, said Successor(s), and/or the United States Treasury is the 13 2. registered holder and fiduciary of/for Plaintiff(s)' the private Two Hundred 14 Billion Dollar (\$200,000,000,000 USD) 'MASTER DISCHARGE AND 15 INDEMNITY BOND' #RF661448567US, which was post deposited to private 16 post registered account #RF 661 448 023 US. Said 'MASTER DISCHARGE AND 17 INDEMNITY BOND' (#RF661448567US) expressly stipulates it is "insuring, 18 underwriting, indemnifying, discharging, paying and satisfying all such account 19 holders and accounts dollar for dollar against any and all pre-existing, current 20 and future losses, costs, debts, taxes, encumbrances, deficits, deficiencies, liens, 21 judgements, true bills, obligations of contract or performance, defaults, charges, 22 and any and all other obligations as may exist or come to exist during the term 23 of this Bond... Each of the said account holders and accounts shall be severally 24 insured, underwritten and indemnified against any and all future Liabilities 25 as may appear, thereby instantly satisfying all such obligations dollar for 26 dollar without exception through the above-noted Private Offset Accounts up to 27 and including the full face value of this Bond through maturity." A copy of 28

'MASTER DISCHARGE AND INDEMNITY BOND' #RF372320890US is 1 attached hereto as Exhibit N and incorporated herein by reference, and will 2 serve as an additional CAUTION and/and/or BOND for immediate 3 adjustment and setoff of any and all costs associated with these matters. 4 <u>12 U.S.C. 1813(L)(1): The term 'Deposit' Defined</u> VII. 5 As considered, agreed, and stipulated by Defendants in the unrebutted verified 6 commercial affidavits, contract agreement, and self-executing contract security 7 agreements (Exhibits E, F, G, and H), as under 12 U.S.C. 1813(L)(1), ["]the term 8 'deposit' means - the unpaid balance of money or its equivalent received or held 9 by a bank or savings association in the usual course of business and for which it 10 has given or is obligated to give credit, either conditionally or unconditionally, to a 11 commercial, checking, savings, time, or thrift account, or which is evidenced by its 12 13 certificate of deposit, thrift certificate, investment certificate, certificate of indebtedness, or other similar name, or a check or draft drawn against 14 a deposit account and certified by the bank or savings association, or a letter of 15 credit or a traveler's check on which the bank or savings association is primarily 16 liable: Provided, That, without limiting the generality of the term "money or its 17 equivalent", any such account or instrument must be regarded as evidencing the 18 receipt of the equivalent of money when credited or issued in exchange for checks 19 or drafts or for a promissory note upon which the person obtaining any such credit 20 or instrument is primarily or secondarily liable, or for a charge against 21 a deposit account, or in settlement of checks, drafts, or other instruments 22 23 forwarded to such bank or savings association for collection.["] VII. LEGAL BASIS FOR EX PARTE INJUNCTION WITHOUT HEARING 24 A. FRCP 65(b)(1) - Ex Parte Temporary Restraining Order (TRO) Must Be Issued 25 Immediately 26 Federal Rule of Civil Procedure 65(b)(1) requires the Court to grant an ex 27 parte TRO without hearing if: 28

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1	1. The applicant faces immediate and irreparable injury ;	
2	2. The opposing party cannot be given prior notice without exacerbating	
3	the harm.	
4	• Defendants are actively engaged in ongoing unlawful acts , rendering any	
5	delay in issuing this injunction a direct violation of Plaintiffs' fundamental	
6	rights.	
7	B. Defendants' Silence Constitutes Absolute Legal Admission Under Tacit	
8	Procuration	
9	Multiple <u>verified</u> affidavits were lawfully served upon Defendants, and not	
10	a single affidavit was rebutted.	
11	• By operation of law, an unrebutted affidavit stands as Truth in commerce	
12	(United States v. Kis, 658 F.2d 526, Hale v. Henkel, 201 U.S. 43).	
13	Collateral estoppel, res judicata, and stare decisis bar Defendants from	
14	contesting the facts they have already admitted through their failure to	
15	respond.	
16	C. Defendants Are Engaged in a Pattern of Criminal and Civil Rights Violations	
17	Plaintiffs invoke and demand immediate relief under the following federal	
18	statutes, which Defendants have admitted to violating:	
19	1. 42 U.S.C. § 1983 – Civil Action for Deprivation of Rights Under Color of Law	
20	Defendants unlawfully seized property, engaged in harassment, and	
21	extorted funds, directly depriving Plaintiffs of constitutionally protected	
22	rights.	
23	2. 18 U.S.C. § 242 – Criminal Deprivation of Rights Under Color of Law	
24	• Defendants' actions constitute criminal conduct , warranting both civil	
25	relief and criminal prosecution.	
26	3. 18 U.S.C. § 241 – Conspiracy Against Rights	
27	Defendants have engaged in a coordinated scheme to violate Plaintiffs'	
28	rights , which is a federal felony .	
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1	4. 18 U.S.C. § 1951 – Hobbs Act (Extortion and Coercion)
2	 The unlawful exaction of \$4,388 USD through threats and coercion
3	constitutes criminal extortion under federal law.
4	5. 18 U.S.C. § 1962 – RICO (Racketeer Influenced and Corrupt Organizations Act)
5	• Defendants' pattern of fraud , extortion , and coercion meets the statutory
6	definition of criminal racketeering under RICO laws.
7	VII. <u>NOTICE to the COURT: A DEMAND is NOT a mere MOTION</u>
8	The Court is hereby placed on legal and judicial notice that Plaintiffs' Demand for
9	Ex Parte Injunction as a Matter of Law is not a mere "motion" requesting
10	discretionary relief but rather a binding and enforceable legal notice asserting an
11	absolute right to immediate injunctive relief as a matter of law.
12	This demand is made pursuant to Federal Rule of Civil Procedure 65(b)(1) , which
13	mandates that the Court "shall" issue a Temporary Restraining Order (TRO) ex
14	parte where immediate and irreparable injury is established and where notice
15	would be futile or exacerbate the harm. The word "shall" is not discretionary; it
16	imposes an unequivocal, non-negotiable legal duty upon the Court.
17	VIII. <u>A MOTION is a Request; A DEMAND Asserts a Right</u>
18	The Court must acknowledge and act upon the fundamental and critical
19	distinction between a motion and a demand:
20	1. A motion seeks the Court's discretion to grant relief.
21	2. A demand asserts an absolute right under statutory and constitutional law,
22	compelling the Court to act accordingly.
23	IX. <u>Plaintiffs' Demand for an Ex Parte Injunction is a Matter of Law,</u>
24	Not Judicial Discretion
25	Pursuant to Federal Rule of Civil Procedure 65(b)(1), Plaintiffs reaffirm that the
26	issuance of an ex parte injunction in their favor is a matter of law , not judicial
27	discretion. The language of the Rule is mandatory and leaves no room for judicial
28	interpretation or delay.

1	Federal Rule of Civil Procedure 65(b)(1) States:
2	"The court may issue a temporary restraining order without written or oral notice to the
3	adverse party or its attorney only if:
4	(A) specific facts in an affidavit or a verified complaint clearly show that immediate and
5	irreparable injury, loss, or damage will result to the movant before the adverse party can
6	be heard in opposition; and
7	(B) the movant's attorney certifies in writing any efforts made to give notice and the
8	reasons why it should not be required."
9	The Key Term "Shall" is Binding, Not Discretionary
10	The Court must issue an injunction where irreparable harm is established . The
11	Defendants have admitted to all allegations through tacit procuration by failing to
12	rebut multiple verified affidavits. Consequently:
13	There is no genuine dispute of material fact.
14	• The Court has an affirmative, non-discretionary duty to issue immediate
15	injunctive relief.
16	• Failure to act constitutes judicial complicity in ongoing violations of federal law.
17	The Supreme Court has consistently held that where statutory language
18	mandates a specific judicial action, courts lack discretion to deny relief
19	(Lexecon Inc. v. Milberg Weiss Bershad Hynes & Lerach, 523 U.S. 26, Marbury v.
20	<i>Madison,</i> 5 U.S. 137).
21	X. <u>NOTICE OF NON-DISCRETIONARY DUTY</u>
22	Plaintiffs formally demand that this Court:
23	1. Issue an ex parte injunction immediately without hearing, as mandated by
24	FRCP 65(b)(1).
25	2. Acknowledge that no judicial discretion exists where statutory and
26	constitutional violations are established.
27	3. Recognize that any delay constitutes a failure to uphold the rule of law and
28	may result in legal consequences under 42 U.S.C. § 1983 .
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1 **XI**.

FINAL WARNING to the COURT

2 Should this Honorable Court dishonor Plaintiffs and fail to issue the demanded
3 injunction, it will:

- 4 Violate its judicial duty under FRCP 65(b)(1)
- 5 Aid and abet ongoing constitutional violations
- Expose itself to liability for failure to protect Plaintiffs' fundamental rights
 As a matter of law, this Court must act now. Any failure to issue an injunction is a
 direct abrogation of Plaintiffs' constitutional protections and will be treated
 accordingly.
- 10 DEMAND FOR RELIEF

11 WHEREFORE, Plaintiffs respectfully notice this Court and demand that this Court

- 12 **immediately issue an ex parte injunction without hearing**, pursuant to **FRCP**
- 65(b)(1), constitutional protections, common law, and commercial law *principles*,
 restraining Defendants from:
- Engaging in any further harassment, stalking, surveillance, or intimidation against
 Plaintiffs.
- **2.** Interfering with Plaintiffs' right to travel, private property, or financial security.
- 18
 3. Attempting any further extortion, coercion, or financial demands under color of
 19
 1aw.
- 20 **4.** Retaliating against Plaintiffs in any manner related to this lawsuit.
- 21 //

22

LIST OF EXHIBITS / EVIDENCE:

- 23 1. Exhibit A: Affidavit: Power of Attorney In Fact'
- 24 2.Exhibit B: Hold Harmless Agreement
- 25 3. Exhibit C: Private UCC Contract Trust/UCC1 filing #2024385925-4.
- 26 4. Exhibit D: Private UCC Contract Trust/UCC3 filing ##2024402990-2.
- 27 5. E Exhibit E: Contract Security Agreement #RF775820621US, titled: NOTICE OF
- 28 CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING,

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1	CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,
2	IDENTITY THEFT, EXTORTION, COERCION, TREASON.
3	6. Exhibit F: Contract Security Agreement #RF775821088US, titled: NOTICE OF
4	DEFAULT, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF
5	RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION,
6	COERCION, TREASON
7	7. Exhibit G: Contract Security Agreement #RF775822582US, titled: NOTICE OF
8	DEFAULT AND OPPORTUNITY TO CURE <u>AND</u> NOTICE OF FRAUD,
9	RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE
10	COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION,
11	KIDNAPPING.
12	8. Exhibit H: Contract Security Agreement #RF775823645US, titled: Affidavit
13	Certificate of Dishonor, Non-response, DEFAULT, JUDGEMENT, and LIEN
14	AUTHORIZATION.
15	9. Exhibit I: Form 3811 corresponding to Exhibit E.
16	10. Exhibit J: Form 3811 corresponding to Exhibit F.
17	11. Exhibit K: Form 3811 corresponding to Exhibit G.
18	12. Exhibit L: Form 3811 corresponding to Exhibit H.
19	13. Exhibit M: INVOICE/TRUE BILL #RIVSHERTREAS12312024
20	14. Exhibit N: Copy of 'MASTER DISCHARGE AND INDEMNITY BOND'
21	#RF661448567US.
22	15. Exhibit O: Photograph(s) of Defendant/Respondent Gregory D Eastwood.
23	16. Exhibit P: Photograph(s) of Defendant/Respondent Robert C V Bowman.
24	17. Exhibit Q: Photograph(s) of Defendant/Respondent Willam Pratt.
25	18. Exhibit R: Affidavit 'Right to Travel': CANCELLATION, TERMINATION, AND
26	REVOCATION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT
27	and AGREEMENT. LICENSE/BOND # B6735991
28	19. Exhibit S: Revocation Termination and Cancelation of Franchise.

20. Exhibit T: CITATION/BOND #TE464702, accepted under threat, duress, and coercion.

- 3 21. Exhibit U: Photograph(s) of Private Transport's PRIVATE PLATE displayed on
 4 the automobile
- 5 22. Exhibit V: Copy of "Automobile" and "commercial vehicle" defined by DMV
 6 (Department of Motor Vehicles).
- 7 23. Exhibit W: Copy of CA CODE § 260 from <u>https://leginfo.legislature.ca.gov</u>.
- 8 24. Exhibit X: Copy of national/non-citizen national passport card #C35510079.
- 9 25. Exhibit Y: Copy of national/non-citizen national passport book #A39235161.
- 10 26.**Exhibit Z**: ™KEVIN LEWIS WALKER© Copyright and Trademark Agreement.
- 11 27. Exhibit AA: Copy of American Bar Association's 'Attorney In Fact' Definition.
- 12 28. Exhibit BB: Copy of Rule 8.4: (Misconduct) of the American Bar Association.
- 13 29. Exhibit CC: Copy of the 'NOTICE OF STORED VEHICLE' evidencing where it
 14 was "stolen from".
- 15 30. Exhibit DD: Copy of the \$27 'ONE TRIP PERMIT'/BOND and CASH RECEIPT
- 16 31. Exhibit EE: Copy of the \$4,298 'REGISTRATION' and the 'CASH RECEIPT' and
- 17 evidence of 'SPECIAL DEPOSIT'
- 18 32. Exhibit FF: Copy of the \$175 CASH RECEIPT
- 19 33.Exhibit GG: Copy of the \$374 CASH RECEIPT
- 20 34. Exhibit HH: Photograph of Defendant Nicholas O Gruwell and Lopez
- 21 || (ID#4165).
- 22 35. Exhibit II: Photographs of Defendant stealing the Plaintiffs' private transport.
 23 WORDS DEFINED GLOSSARY OF TERMS:

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

Attorney-in-fact: A private attorney authorized by another to act in his place and
 stead, either for some particular purpose, as to do a particular act, or for the
 transaction of business in general, not of a legal character. This authority is conferred

by an instrument in writing, called a "letter of attorney," or more commonly a "power 1 2 of attorney." A person to whom the authority of another, who is called the constituent, 3 is by him lawfully delegated. The term is employed to designate persons who are under special agency, or a special letter of attorney, so that they are appointed in 4 5 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 6 another. Bacon, Abr. Attorney; Story, Ag. § 25. All persons who are capable of acting 7 8 for themselves, and even those who are disqualified from acting in their own capacity, 9 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 10 is commonly referred to as your "agent" or "attorney-in-fact." With a valid power of 11 attorney, your agent can take any action permitted in the document. - See Bouvier's 12 13 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 14 15 of Attorney' and 'Attorney-In-Fact'

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.

3. financial institution: a person, an individual, a private banker, a business engaged
in vehicle sales, including automobile, airplane, and boat sales, persons involved in
real estate closings and settlements, the United States Postal Service, a commercial
bank or trust company, any credit union, an agency of the United States Government
or of a State or local government carrying out a duty or power of a business described
in this paragraph, a broker or dealer in securities or commodities, a currency

exchange, or a business engaged in the exchange of currency, funds, or value that 1 2 substitutes for currency or funds, financial agency, a loan or finance company, an 3 issuer, redeemer, or cashier of travelers' checks, checks, money orders, or similar 4 instruments, an operator of a credit card system, an insurance company, a licensed 5 sender of money or any other person who engages as a business in the transmission of currency, funds, or value that substitutes for currency, including any person who 6 7 engages as a business in an informal money transfer system or any network of people 8 who engage as a business in facilitating the transfer of money domestically or 9 internationally outside of the conventional financial institutions system. Ref, 31 U.S. 10 Code § 5312 - Definitions and application.

4. 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. – <u>See Black's Law</u> Dictionary 4th, 7th, and 8th Edition pages 913, 777, and 2263 respectively.

18 5. person: Term may include artificial beings, as corporations. The term means an 19 individual, corporation, business trust, estate, trust, partnership, limited liability 20 company, association, joint venture, government, governmental subdivision, agency, or instrumentality, public corporation, or any other legal or commercial entity. The 21 22 term "person" shall be construed to mean and include an individual, a trust, estate, 23 partnership, association, company or corporation. The term "person" means a 24 natural person or an organization. -Artificial persons. Such as are created and 25 devised by law for the purposes of society and government, called "corporations" or bodies politic." -Natural persons. Such as are formed by nature, as distinguished from 26 27 artificial persons, or corporations. -Private person. An individual who is not the 28 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.

7 6. bank: a person engaged in the business of banking and includes a savings 8 bank, savings and loan association, credit union, and **trust company**. The terms "banks", "national bank", "national banking association", "member bank", 9 "board", "district", and "reserve bank" shall have the meanings assigned to 10 them in section 221 of this title. An institution, of great value in the commercial 11 world, empowered to receive deposits of money, to make loans. and to issue its 12 13 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 14 term "bank" is usually restricted in its application to an incorporated body; 15 while a private individual making it his business to conduct banking 16 operations is denominated a "banker." Banks in a commercial sense are of three 17 kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation. Strictly speaking, 18 the term "bank" implies a place for the deposit of money, as that is the most 19 obvious purpose of such an institution. - See, UCC 1-201, 4-105, 12 U.S. Code § 20 221a, Black's Law Dictionary 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117, 21 22 <u>183-184, 139-140, and 437-439.</u>

discharge:_To cancel or unloose the obligation of a contract; to make an agreement or
contract null and inoperative. Its principal species are rescission, release, accord and
satisfaction, performance, judgement, composition, bankruptcy, merger. As applied to
demands claims, right of action, incumbrances, etc., to discharge the debt or claim is to
extinguish it, to annul its obligatory force, to 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

-Page 19 of 25-

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 the result of performance) or is broken off before complete execution. See, Blacks Law Dictionary 1st, page.

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5 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
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.

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

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

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. See Title 18 U.S. Code § 112
Protection of foreign officials, official guests, and internationally protected persons.

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1 13. **United States:** For the purposes of this Affidavit, the terms "<u>U</u>nited <u>States</u>" and "U.S." mean only the Federal Legislative Democracy of the District of Columbia, 2 Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, and any other 3 Territory within the "United States," which entity has its origin and jurisdiction 4 from Article 1, Section 8, Clause 17-18 and Article IV, Section 3, Clause 2 of the 5 Constitution for the United States of America. The terms "United States" and 6 "U.S." are NOT to be construed to mean or include the sovereign, united 50 states of 7 8 America.

14. fraud: deceitful practice or Willful device, resorted to with intent to deprive 9 another of his right, or in some manner to do him an injury. As distinguished 10 from negligence, it is always positive, intentional. as applied to contracts is the 11 12 cause of an error bearing on material part of the contract, created or continued 13 by artifice, with design to obtain some unjust advantage to the one party, or to cause an inconvenience or loss to the other. in the sense of court of equity, 14 15 properly includes all acts, omissions, and concealments which involved a breach of legal or equitable duty, trust, or confidence justly reposed, and are 16 injurious to another, or by which an undue and unconscientious advantage is 17 18 taken of another. See Black's Law Dictionary, 1st and 2nd Edition, pages 521-522 19 and 517 respectively.

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

24 16. colorable: That which is in appearance only, and not in reality, what it purports
25 to be. <u>See, Black's Law Dictionary 1st Edition, page 2223</u>

- 26 //
- 27
- 28 //

COMMERCIAL OATH AND VERIFICATION:

1

2	County of Riverside)	
3) Commercial Oath and Verification	
4	The State of California)	
5	I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding	
6	in good faith being of sound mind states that the facts contained herein are true,	
7	correct, complete and not misleading to the best of Affiant's knowledge and belief	
8	under penalty of International Commercial Law and state this to be HIS Affidavit of	
9	Truth regarding same signed and sealed this $\underline{19TH}$ day of \underline{MARCH} in the year of	
10	Our Lord two thousand and twenty five:	
11	proceeding sui juris, In Propria Persona, by Special Limited Appearance,	
12	All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.	
13	By: Com Chelh Kevin Walker, Attorney-In-Fact, Secured Party,	
14	Executor, national , private bank(er) EIN # 9x-xxxxxx	
15	Let this document stand as truth before the Almighty Supreme Creator and let it be	
16	established before men according as the scriptures saith: "But if they will not listen, take one	
17	or two others along, so that every matter may be established by the testimony of two or three	
18	witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every word be	
19	established" 2 Corinthians 13:1.	
20	sui juris, By Special Limited Appearance, All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.	
21	DEL	
22	By:Donnabelle Mortel (WITNESS)	
23		
24	<i>sui juris,</i> By <i>Special Limited</i> Appearance, All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.	
25	- low on Children of recourse, ecc y 1-500, 5-402.	
26	By: Corey Walker (WITNESS)	
27		
28		
	-Page 22 of 25- PLAINTIFFS' VERIFIED NOTICE AND DEMAND FOR IMMEDIATE NON-DISCRETIONARY EMERGENCY EX PARTE INJUNCTION AS A MATTER OF LAW WITHOUT HEARING	
	II.	

	Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025
1	
1	PROOF OF SERVICE
2	STATE OF CALIFORNIA)
3) ss.
4	COUNTY OF RIVERSIDE)
5	I competent, over the age of eighteen years, and not a party to the within
6	action. My mailing address is the Delfond Group, care of: 30650 Rancho California
7	Road suite 406-251, Temecula, California [92591]. On or before March 20, 2025, I
8	served the within documents:
9	1. PLAINTIFFS' <u>VERIFIED</u> NOTICE AND DEMAND FOR IMMEDIATE NON-
10	DISCRETIONARY EMERGENCY EX PARTE INJUNCTION AS A MATTER OF
11	LAW WITHOUT HEARING.
12	2. Exhibits A through II.
13	3. NOTICE OF FILED ORDER GRANTING EMERGENCY EX PARTE
14	INJUNCTION
15	4. ORDER GRANTING DEFAULT JUDGMENT AND SUMMARY JUDGMENT
16	AS <u>A MATTER OF LAW,</u> WITHOUT HEARING, AND STRIKING
17	DEFENDANTS' FILINGS
18	By United States Mail. I enclosed the documents in a sealed envelope or package
19	addressed to the persons at the addresses listed below by placing the envelope for
20	collection and mailing, following our ordinary business practices. I am readily
21	familiar with this business's practice for collecting and processing correspondence
22	for mailing. On the same day that correspondence is placed for collection and
23	mailing, it is deposited in the ordinary course of business with the United States
24	Postal Service, in a sealed envelope with postage fully prepared. I am a resident or
25	employed in the county where the mailing occurred. The envelope or package was
26	placed in the mail in Riverside County, California, and sent via Registered Mail
27	with a form 3811.
28	Gregory D Eastwood, Robert C V Bowman, George Reves, William Pratt,

Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, Joseph Sinz, Nicholas O Gruwell, -Page 23 of 25-Plaintiffs' <u>verified</u> notice and demand for immediate non-discretionary emergency ex parte injunction as a matter of law without hearing

	Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025	
1	C/o MENIFEE JUSTICE CENTER 30755-D Auld Road	
2	Murrieta, California [92563] Registered Mail #RF775823115US	
3	Steven-Arthur: Sherman	
4	C/o STEVEN ARTHUR SHERMAN 1631 East 18th Street Santa Ana, California [02705, 7101]	
5	Santa Ana, California [92705-7101] Registered Mail #RF775823129US	
6	Chad: Bianco C/o RIVERSIDE COUNTY SHERIFF	
7	4095 Lemon Street, 2nd Floor Riverside, California [92501]	
8	Registered Mail #RF775823132US	
9	Pam: Bondi C/o U.S. DEPARTMENT OF JUSTICE	
10	950 Pennsylvania Avenue, North West Washington, District of Colombia [20530-0001] Registered Mail #RF775823146US	
11	Registered Mail #RF775823146US	
12	By Electronic Service. Based on a contract, and/or court order, and/or an	
13	agreement of the parties to accept service by electronic transmission, I caused the	
14	documents to be sent to the persons at the electronic notification addresses listed	
15	below.	
16 17	Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, Joseph Sinz, Nicholas O Gruwell,	
17	C/o MENIFEE JUSTICE CENTER 30755-D Auld Road	
19	Murrieta, California [92563] <u>ssherman@law4cops.com</u>	
20	jsinz@riversidesheriff.org wpratt@riversidesheriff.org	
21	Steven-Arthur: Sherman	
22	C/o STEVEN ARTHUR SHERMAN 1631 East 18th Street	
23	Santa Ana, California [92705-7101] <u>ssherman@law4cops.com</u>	
24	<u>csherman@law4cops.com</u>	
25	Chad: Bianco C/o RIVERSIDE COUNTY SHERIFF 4005 Lornon Chroat, 2nd Flager	
26	4095 Lemon Street, 2nd Floor Riverside, California [92501]	
27	<u>ssherman@law4cops.com</u> <u>csherman@law4cops.com</u>	
28	I declare under penalty of perjury under the laws of the State of California	
	-Page 24 of 25- PLAINTIFFS' VERIFIED NOTICE AND DEMAND FOR IMMEDIATE NON-DISCRETIONARY EMERGENCY EX PARTE INJUNCTION AS A MATTER OF LAW WITHOUT HEARING	

	Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025
1	that the above is true and correct. Executed on March 20, 2025 in Riverside County,
2	California.
3	<u>/s/Corey Walker/</u> Corey Walker
4	//
5	NOTICE:
6	Using a notary on this document does <i>not</i> constitute any adhesion, <i>nor does it alter</i>
7	<i>my status in any manner</i> . The purpose for notary is verification and identification
8	only and not for entrance into any foreign jurisdiction.
9	//
10	//
11	ACKNOWLEDGEMENT:
12	State of California)
13) 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.
14	County of Riverside)
15	On this <u>20th</u> day of <u>March</u> , <u>2025</u> , before me, <u>Joyti Patel</u> , a Notary Public,
16	personally appeared <u>Kevin Walker</u> , who proved to me on the basis of satisfactory
17	evidence to be the person(s) whose name(s) is/are subscribed to the within
18	instrument and acknowledged to me that he/she/they executed the same in his/
19	her/their authorized capacity(ies), and that by his/her/their signature(s) on the
20	instrument the person(s), or the entity upon behalf of which the person(s) acted,
21	executed the instrument.
22	I certify under PENALTY OF PERJURY under the laws of the State of California
23	that the foregoing paragraph is true and correct.
24	WITNESS my hand and official seal.
25	Notary Public - California Riverside County Commission # 2407742
26	My Comm. Expires Jul 8, 2026
27	Signature JuftiPatel (Seal)
28	
	-Page 25 of 25- PLAINTIFFS' VERIFIED NOTICE AND DEMAND FOR IMMEDIATE NON-DISCRETIONARY EMERGENCY EX PARTE INJUNCTION AS A MATTER OF LAW WITHOUT HEARING