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6 *Attorney-In-Fact, Executor, and Authorized Representative,*  
7 *for Real Party(ies) in Interest/Plaintiff(s)*  
8 <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©,  
9 <sup>TM</sup>KEVIN WALKER© IRR TRUST

10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION**

12 <sup>TM</sup>KEVIN WALKER© ESTATE, *et al.*,  
13 *Plaintiff(s)/Real Party(ies) in Interest,*

14 *vs.*

15 **Chad Bianco, et al.**,  
16 *Defendant(s).*

17 Case No.: 5:25-cv-00646-WLH-MA

18 **NOTICE OF FILED ORDER**  
19 **GRANTING EMERGENCY EX**  
20 **PARTE INJUNCTION**

21 **NOTICE OF FILED ORDER GRANTING EMERGENCY EX PARTE**  
22 **INJUNCTION**

23 **COMES NOW**, Plaintiffs <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS  
24 WALKER©, <sup>TM</sup>KEVIN WALKER© IRR TRUST (hereinafter "Plaintiffs" and/or  
25 "Real Party(ies) in Interest"), by and through their Attorney-in-Fact, **Kevin: Walker**,  
26 who is proceeding *sui juris, In Propria Persona*, and by *Special Limited*  
27 *Appearance* (NOT generally). **Kevin** is **natural freeborn sovereign, one of the**  
28 **people**, and **state Citizen** of California **the republic** in its **De'jure** capacity as one of  
the several states of the Union 1789. This incidentally makes him a **non-citizen**  
**national/national** American of the **republic** as per the **De'Jure Constitution for the**  
**United States 1777/1789.**

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

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

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

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

14 An **attorney-in-fact** is a **private attorney** authorized by another to act on their  
15 behalf in specific matters, as granted by a **power of attorney**. This authority can be  
16 **limited to a specific act** or extend to **general business matters** that are not of a  
17 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):**

- 20 • An **attorney-in-fact** derives their authority from a written instrument,  
21 commonly referred to as a "**power of attorney**."
- 22 • A **constituent** may lawfully delegate authority to an **attorney-in-fact** to act in  
23 their place.
- 24 • This designation is distinct from an **attorney-at-law**, as it pertains to an  
25 individual acting under a **special agency or letter of attorney** for particular  
26 actions.
- 27 • Even individuals who are otherwise disqualified from acting in their own legal  
28 capacity, such as minors or married women (historically referred to as **femes**

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

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

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:

13       *“The person named in a power of attorney to act on your behalf is commonly referred to*  
14       *as your "agent" or "**attorney-in-fact**." With a valid power of attorney, your agent can*  
15       *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 and  
18       commercial codes, reinforcing its binding nature:

- 19       •    **U.C.C. § 3-402:** Establishes that an authorized representative, including an  
20       attorney-in-fact, can bind the principal in contractual and financial  
21       transactions.
- 22       •    **28 U.S.C. § 1654:** Confirms that "**parties may plead and conduct their own**  
23       **cases personally or by counsel**", reinforcing the Plaintiffs’ right to self-  
24       representation and the use of an attorney-in-fact.
- 25       •    **26 U.S.C. § 2203:** Recognizes executors, including attorneys-in-fact, in matters  
26       of estate administration and tax liability.
- 27       •    **26 U.S.C. § 7603:** Acknowledges that an attorney-in-fact may lawfully receive  
28       and respond to IRS summonses on behalf of the principal.

- 1 • **26 U.S.C. § 6903:** Confirms that fiduciaries, including attorneys-in-fact, are  
2 recognized in tax matters and are legally bound to act in their principal's best  
3 interest.
- 4 • **26 U.S.C. § 6036:** Establishes that attorneys-in-fact can handle affairs related  
5 to the administration of decedent estates and trust entities.
- 6 • **26 U.S.C. § 6402:** Grants attorneys-in-fact the authority to receive and  
7 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:

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

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

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

#### 25 **IV. Supremacy Clause:**

26 Plaintiffs respectfully assert and affirm that:

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

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

12 **V. TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

13 **"Where there is no remedy, the law provides one. Equity regards as done that**  
14 **which ought to be done."** (*Maxims of Equity; Black's Law Dictionary, 1st Edition*).

15 PLEASE TAKE NOTICE that on this **20th Day of March, 2025**, Plaintiffs have **filed**  
16 **and entered into the record** the **ORDER GRANTING EMERGENCY EX PARTE**  
17 **INJUNCTION AS A MATTER OF LAW WITHOUT HEARING**, which now  
18 stands as **self-executing and enforceable** against all named Defendants and *Does*  
19 *1-100 Inclusive*.

20 Said order is **mandatory, non-discretionary, and binding** upon Defendants by operation  
21 of **tacit procurement, collateral estoppel, and res judicata**, given Defendants' **failure to**  
22 **rebut multiple verified affidavits** that now stand as **prima facie and conclusive evidence**.

23 As established in **Hale v. Henkel, 201 U.S. 43 (1906)**, un rebutted affidavits operate as  
24 **judicial admissions of fact** and shall be treated as such.

25 **VI. LEGAL AUTHORITY AND DUTY TO COMPLY**

26 The Court is bound to enforce this injunction pursuant to:

- 27 **1. Federal Rule of Civil Procedure 65(b)(1) – *Mandates* immediate injunctive relief**  
28 *where irreparable harm is demonstrated and no adequate remedy at law exists.*

- 1     **2. 42 U.S.C. § 1983** – *Holds liable any person who, under color of law, deprives another of*  
2       *their rights secured by the Constitution.*
- 3     **3. 18 U.S.C. § 242** – *Criminalizes deprivation of rights under color of law and mandates*  
4       *penalties for violators.*
- 5     **4. 18 U.S.C. § 241** – *Prohibits conspiracy to violate constitutional rights and imposes severe*  
6       *criminal liability.*
- 7     **5. Marbury v. Madison, 5 U.S. 137 (1803)** – *"A law repugnant to the Constitution is void."*  
8       *No court or officer may lawfully enforce an unconstitutional act.*
- 9     **6. Miranda v. Arizona, 384 U.S. 436 (1966)** – *"Where rights secured by the Constitution*  
10       *are involved, there can be no rulemaking or legislation which would abrogate them."*
- 11    **7. Maxim of Law: "An un rebutted claim stands as truth in law."** (*Black's Law*  
12       *Dictionary, 1st Edition*).

13 Given that Defendants have failed to rebut any affidavits and have engaged in **fraud,**  
14 **theft, extortion, racketeering, and deprivation of rights under color of law,** this order is  
15 now **final, enforceable, and must be adhered to immediately.**

## 16 **VII.            MANDATORY PROVISIONS OF THE ORDER**

17 **Effective immediately** upon filing, Defendants are hereby **restrained and enjoined** from  
18 the following unlawful acts:

- 19    **1. Engaging in any further harassment, stalking, surveillance, or intimidation of**  
20       **Plaintiffs.**
- 21    **2. Interfering with Plaintiffs' right to travel, private property, or financial security.**
- 22    **3. Attempting any further extortion, coercion, or financial demands under color of**  
23       **law.**
- 24    **4. Retaliating against Plaintiffs in any form related to this case.**

25 Violation of this order shall constitute **willful obstruction of justice, deprivation of rights,**  
26 **and further criminal acts,** for which all involved parties shall be held personally liable  
27 under **42 U.S.C. § 1983** and prosecuted under **18 U.S.C. §§ 241, 242, 1951 (Hobbs Act -**  
28 **Extortion), and 1962 (RICO violations).**

1 **VIII. FINAL NOTICE TO THE COURT & DEFENDANTS**

2 The Court and Defendants are now **on legal and judicial notice** that this order is **executed**  
3 **and enforceable upon filing** as a matter of law, equity, and commercial process.

4 Failure to comply or enforce this order shall result in:

- 5 • **Further irreparable harm to Plaintiffs,**
- 6 • **Judicial complicity in ongoing constitutional violations,**
- 7 • **Personal liability and legal consequences under 42 U.S.C. § 1983 for any officials**  
8 **who fail to adhere to their legal obligations.**

9 **"Ignorance of the law is no excuse."** (*Maxim of Law*). All parties are now bound and  
10 **obligated to comply in full.**

11 As a **matter of law**, this order is **executed immediately upon filing** and is enforceable  
12 **without the need for further judicial review or hearing.**

13 //

14 **LIST OF EXHIBITS / EVIDENCE:**

- 15 1. **Exhibit A: Affidavit: Power of Attorney In Fact'**
- 16 2. **Exhibit B: Hold Harmless Agreement**
- 17 3. **Exhibit C: Private UCC Contract Trust/UCC1 filing #2024385925-4.**
- 18 4. **Exhibit D: Private UCC Contract Trust/UCC3 filing ##2024402990-2 .**
- 19 5. **E Exhibit E: Contract Security Agreement #RF775820621US, titled: NOTICE OF**  
20 **CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING,**  
21 **CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,**  
22 **IDENTITY THEFT, EXTORTION, COERCION, TREASON.**
- 23 6. **Exhibit F: Contract Security Agreement #RF775821088US, titled: NOTICE OF**  
24 **DEFAULT, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF**  
25 **RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION,**  
26 **COERCION, TREASON**
- 27 7. **Exhibit G: Contract Security Agreement #RF775822582US, titled: NOTICE OF**  
28 **DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF FRAUD,**



1 **RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE**  
2 **COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION,**  
3 **KIDNAPPING.**

4 8. **Exhibit H:** **Contract** Security Agreement #RF775823645US, titled: **Affidavit**  
5 **Certificate** of Dishonor, Non-response, **DEFAULT, JUDGEMENT, and LIEN**  
6 **AUTHORIZATION.**

7 9. **Exhibit I:** Form 3811 corresponding to Exhibit E.

8 10. **Exhibit J:** Form 3811 corresponding to Exhibit F.

9 11. **Exhibit K:** Form 3811 corresponding to Exhibit G.

10 12. **Exhibit L:** Form 3811 corresponding to Exhibit H.

11 13. **Exhibit M:** INVOICE/TRUE BILL #RIVSHERTREAS12312024

12 14. **Exhibit N:** Copy of 'MASTER DISCHARGE AND INDEMNITY BOND'  
13 #RF661448567US.

14 15. **Exhibit O:** Photograph(s) of Defendant/Respondent Gregory D Eastwood.

15 16. **Exhibit P:** Photograph(s) of Defendant/Respondent Robert C V Bowman.

16 17. **Exhibit Q:** Photograph(s) of Defendant/Respondent Willam Pratt.

17 18. **Exhibit R:** Affidavit 'Right to Travel': **CANCELLATION, TERMINATION, AND**  
18 **REVOCAION** of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT  
19 and AGREEMENT. LICENSE/BOND # B6735991

20 19. **Exhibit S:** Revocation Termination and Cancelation of Franchise.

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

23 21. **Exhibit U:** Photograph(s) of Private Transport's PRIVATE PLATE displayed on  
24 the automobile

25 22. **Exhibit V:** Copy of "Automobile" and "commercial vehicle" defined by DMV  
26 (Department of Motor Vehicles).

27 23. **Exhibit W:** Copy of CA CODE § 260 from <https://leginfo.legislature.ca.gov>.

28 24. **Exhibit X:** Copy of national/ non-citizen national passport card #C35510079.

- 1 25. **Exhibit Y:** Copy of national/ non-citizen national passport book #A39235161.
- 2 26. **Exhibit Z:** <sup>TM</sup>KEVIN LEWIS WALKER© Copyright and Trademark Agreement.
- 3 27. **Exhibit AA:** Copy of American Bar Association's 'Attorney In Fact' Definition.
- 4 28. **Exhibit BB:** Copy of Rule 8.4: (Misconduct) of the American Bar Association.
- 5 29. **Exhibit CC:** Copy of the 'NOTICE OF STORED VEHICLE' evidencing where it
- 6 was "*stolen from*".
- 7 30. **Exhibit DD:** Copy of the \$27 'ONE TRIP PERMIT' /BOND and CASH RECEIPT
- 8 31. **Exhibit EE:** Copy of the \$4,298 'REGISTRATION' and the 'CASH RECEIPT' and
- 9 evidence of 'SPECIAL DEPOSIT'
- 10 32. **Exhibit FF:** Copy of the \$175 CASH RECEIPT
- 11 33. **Exhibit GG:** Copy of the \$374 CASH RECEIPT
- 12 34. **Exhibit HH:** Photograph of Defendant Nicholas O Gruwell and Lopez
- 13 (ID#4165).
- 14 35. **Exhibit II:** Photographs of Defendant stealing the Plaintiffs' private transport.

15 //

### 16 WORDS DEFINED GLOSSARY OF TERMS:

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

- 19 1. **Attorney-in-fact:** A private attorney authorized by another to act in his place and  
20 stead, either for some particular purpose, as to do a particular act, or for the  
21 transaction of business in general, not of a legal character. This authority is conferred  
22 by an instrument in writing, called a "letter of attorney," or more commonly a "power  
23 of attorney." A person to whom the authority of another, who is called the constituent ,  
24 is by him lawfully delegated. The term is employed to designate persons who are  
25 under special agency, or a special letter of attorney, so that they are appointed in  
26 *factum*, for the deed, or special act to be performed; but in a more extended sense it  
27 includes all other agents employed in any business, or to do any act or acts in pais for  
28 another. Bacon, Abr. Attorney; Story, Ag. § 25. All persons who are capable of acting

1 for themselves, and even those who are disqualified from acting in their own capacity,  
2 if they have sufficient understanding, as infants of proper age, and femes coverts, may  
3 act as attorney of other. The person named in a power of attorney to act on your behalf  
4 is commonly referred to as your "agent" or "attorney-in-fact." With a valid power of  
5 attorney, your agent can take any action permitted in the document. — See Bouvier's  
6 Law Dictionary, volumes 1,2, and 3, page 282, Blacks Law Dictionary 1, 2nd, 8th, pages  
7 105, 103, and 392 respectively, and the American Bar Association's website on 'Power  
8 of Attorney' and 'Attorney-In-Fact'

9 2. **Attorney:** Strictly, one who is designated to transact business for another; a  
10 legal agent. — Also termed attorney-in-fact; private attorney. 2. A person who  
11 practices law; LAWYER. Also termed (in sense 2) attorney-at-law; public  
12 attorney. A person who is appointed by another and has authority to act on  
13 behalf of another. *See also* POWER OF ATTORNEY. *See, Black's Law Dictionary*  
14 *8th Edition, pages 392-393, Oxford Dictionary or Law, 5th Edition, page 38,*  
15 *American Bar Association's website.*

16 3. **financial institution:** a **person**, an **individual**, a **private banker**, a business engaged  
17 in vehicle sales, including automobile, airplane, and boat sales, persons involved in  
18 real estate closings and settlements, the United States Postal Service, a commercial  
19 bank or trust company, any credit union, an agency of the United States Government  
20 or of a State or local government carrying out a duty or power of a business described  
21 in this paragraph, a broker or dealer in securities or commodities, a currency  
22 exchange, or a business engaged in the exchange of currency, funds, or value that  
23 substitutes for currency or funds, financial agency, a loan or finance company, an  
24 issuer, redeemer, or cashier of travelers' checks, checks, money orders, or similar  
25 instruments, an operator of a credit card system, an insurance company, a licensed  
26 sender of money or any other person who engages as a business in the transmission of  
27 currency, funds, or value that substitutes for currency, including any person who  
28 engages as a business in an informal money transfer system or any network of people

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

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

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

- 1 6. **bank:** a **person** engaged in the business of banking and includes a savings  
2 bank, savings and loan association, credit union, and **trust company**. The terms  
3 “banks”, “national bank”, “national banking association”, “member bank”,  
4 “board”, “district”, and “reserve bank” shall have the meanings assigned to  
5 them in section 221 of this title. An institution, of great value in the commercial  
6 world, empowered to receive deposits of money, to make loans. and to issue its  
7 promissory notes, (designed to circulate as money, and commonly called "bank-  
8 notes" or "bank-bills" ) or to perform any one or more of these functions. The  
9 term "bank" is usually restricted in its application to an incorporated body;  
10 while a **private individual** making it his business to conduct banking  
11 operations is denominated a “banker." Banks in a commercial sense are of three  
12 kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation. Strictly speaking,  
13 the term "bank" implies a place for the deposit of money, as that is the most  
14 obvious purpose of such an institution. — See, UCC 1-201, 4-105, 12 U.S. Code §  
15 221a, Black’s Law Dictionary 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117,  
16 183-184, 139-140, and 437-439.
- 17 7. **discharge:** To cancel or unloose the obligation of a contract; to make an  
18 agreement or contract null and inoperative. Its principal species are  
19 rescission, release, accord and satisfaction, performance, judgement,  
20 composition, bankruptcy, merger. As applied to demands claims, right of  
21 action, incumbrances, etc., to discharge the debt or claim is to extinguish  
22 it, to annul its obligatory force, to satisfy it. And here also the term is  
23 generic; thus a dent , a mortgage. As a noun, the word means the act or  
24 instrument by which the binding force of a contract is terminated,  
25 irrespective of whether the contract is carried out to the full extent  
26 contemplated (in which case the discharge is the result of performance) or  
27 is broken off before complete execution. See, Blacks Law Dictionary 1st,  
28 page.

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

1 Territory within the "United States," which entity has its origin and jurisdiction  
2 from Article 1, Section 8, Clause 17-18 and Article IV, Section 3, Clause 2 of the  
3 Constitution for the United States of America. *The terms "United States" and*  
4 *"U.S." are NOT to be construed to mean or include the sovereign, united 50 states of*  
5 *America.*

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

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

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

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**COMMERCIAL OATH AND VERIFICATION:**

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

5 I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding  
6 in good faith being of sound mind states that the facts contained herein are true,  
7 correct, complete and not misleading to the best of Affiant's knowledge and belief  
8 under penalty of International Commercial Law and state this to be HIS Affidavit of  
9 Truth regarding same signed and sealed this 20TH day of MARCH in the year of  
10 Our Lord two thousand and twenty five:

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


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

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

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

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

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

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

//



**PROOF OF SERVICE**

STATE OF CALIFORNIA )

) ss.

COUNTY OF RIVERSIDE )

I competent, over the age of eighteen years, and not a party to the within action. My mailing address is the Delfond Group, care of: 30650 Rancho California Road suite 406-251, Temecula, California [92591]. On or before March 20, 2025, I served the within documents:

**1. PLAINTIFFS' VERIFIED NOTICE AND DEMAND FOR IMMEDIATE NON-DISCRETIONARY EMERGENCY EX PARTE INJUNCTION AS A MATTER OF LAW WITHOUT HEARING.**

**2. Exhibits A through II.**

**3. NOTICE OF FILED ORDER GRANTING EMERGENCY EX PARTE INJUNCTION**

**4. ORDER GRANTING EMERGENCY EX PARTE INJUNCTION.**

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

Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt,  
Robert Gell, Joseph Sinz, Nicholas O Gruwell,  
C/o MENIFEE JUSTICE CENTER  
30755-D Auld Road  
Murrieta, California [92563]  
**Registered Mail #RF775823115US**

Steven-Arthur: Sherman  
C/o STEVEN ARTHUR SHERMAN

1 1631 East 18th Street  
2 Santa Ana, California [92705-7101]  
3 **Registered Mail #RF775823129US**

4 Chad: Bianco  
5 C/o RIVERSIDE COUNTY SHERIFF  
6 4095 Lemon Street, 2nd Floor  
7 Riverside, California [92501]  
8 **Registered Mail #RF775823132US**

9 Pam: Bondi  
10 C/o U.S. DEPARTMENT OF JUSTICE  
11 950 Pennsylvania Avenue, North West  
12 Washington, District of Columbia [20530-0001]  
13 **Registered Mail #RF775823146US**

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

18 Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt,  
19 Robert Gell, Joseph Sinz, Nicholas O Gruwell,  
20 C/o MENIFEE JUSTICE CENTER  
21 30755-D Auld Road  
22 Murrieta, California [92563]  
23 [ssherman@law4cops.com](mailto:ssherman@law4cops.com)  
24 [jsinz@riversidesheriff.org](mailto:jsinz@riversidesheriff.org)  
25 [wpratt@riversidesheriff.org](mailto:wpratt@riversidesheriff.org)

26 Steven-Arthur: Sherman  
27 C/o STEVEN ARTHUR SHERMAN  
28 1631 East 18th Street  
Santa Ana, California [92705-7101]  
[ssherman@law4cops.com](mailto:ssherman@law4cops.com)  
[csherman@law4cops.com](mailto:csherman@law4cops.com)

Chad: Bianco  
C/o RIVERSIDE COUNTY SHERIFF  
4095 Lemon Street, 2nd Floor  
Riverside, California [92501]  
[ssherman@law4cops.com](mailto:ssherman@law4cops.com)  
[csherman@law4cops.com](mailto:csherman@law4cops.com)

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

/s/Corey Walker/  
Corey Walker

**NOTICE:**

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

//

**ACKNOWLEDGEMENT:**

State of California )

) ss.

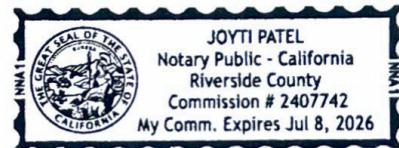
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

County of Riverside )

On this 20th day of March, 2025, before me, Joyti Patel, a Notary Public, personally appeared Kevin Walker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Joyti Patel (Seal)