

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

*Plaintiff, Real Party In Interest, Injured Party*  
™KEVIN WALKER©

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

**Kevin Walker, *sui juris***  
*Plaintiff/Real Party in Interest/Injured Party*

*vs.*

**Chad Bianco,  
Steven Arthur Sherman,  
Gregory D Eastwood,  
Robert C V Bowman,  
George Reyes,  
William Pratt,  
Robert Gell,  
Nicholas Gruwell,  
Joseph Sinz,  
Michael Hestrin,  
Miranda Thomson,**  
**RIVERSIDE COUNTY SHERIFF,  
THE PEOPLE OF THE STATE OF  
CALIFORNIA,  
MENIFEE JUSTICE CENTER,  
FERGUSON PRAET & SHERMAN A  
PROFESSIONAL CORPORATION,**  
*Does 1-100 Inclusive,*  
*Defendant(s).*

Case No.: 5:25-cv-00646-WLH-MAA

**[AMENDED] VERIFIED COMPLAINT FOR:**

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

**COMES NOW**, Plaintiff ™Kevin Walker (hereinafter “Plaintiff” and/or “Real Party in Interest”), who is proceeding *sui juris, In Propria Persona*, and by *Special*

1 *Limited Appearance* (NOT generally). Kevin is natural freeborn sovereign and state  
2 Citizen of California the republic in its De'jure capacity as one of the several states  
3 of the Union 1789. This incidentally makes him a non-citizen national/national  
4 American Citizen of the republic as per the De'Jure Constitution for the United  
5 States 1777/1789.

6 Plaintiff, appearing by *Special Limited Appearance, sui juris*, and *In Propria*  
7 *Persona*, asserts his *unalienable* right to contract, as secured by Article I, Section 10  
8 of the Constitution, which states: "No State shall... pass any Law impairing the  
9 Obligation of Contracts," and thus which prohibits states from impairing the  
10 obligation of contracts.

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

16 Plaintiff further invokes his inherent unalienable rights under the Constitution and  
17 the common law — rights that predate the formation of the tatse and remain  
18 safeguarded by due process of law.

### 19 Constitutional Basis:

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

23 Plaintiff respectfully asserts and affirms:

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

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

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

## Supremacy Clause:

Plaintiff respectfully asserts and affirms that:

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

Plaintiff sues Defendant(s) and assert as **established, considered, agreed** and admitted by Defendants:

**1. Plaintiff**, Kevin Walker, proceeding, *sui juris*, In Propria Person, by Special Limited Appearance, is undisputedly the **holder in due course'** of all assets, **intangible and tangible**, hold allodial title to all assets, in accordance with UCC § 3-302, and security interest and title has been perfected.

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

**3.** Plaintiff is undisputedly the Creditor.

**4.** Plaintiff has explicitly reserved all of his inherent unalienable rights, also in accordance with U.C.C. § 1-308, and have **waives none**.

5. Plaintiff alone undisputedly has exclusive, sole, and complete standing.

**Defendants**

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

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

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

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

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

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

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

12. Plaintiff does not know the true names of **Defendants Does 1 through 100**, inclusive, and therefore sues them by those fictitious names. Their true names and capacities are unknown to Plaintiff. When their true names and capacities are ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein. Plaintiff is informed and believes and thereon alleges that each of these unknown and

1 fictitiously named Defendant(s) claim some right, title, estate, lien, or interest in the  
2 hereinafter-described real property adverse to Plaintiff's title, and that their claims, and  
3 each of them, constitute a cloud on Plaintiff's title to that real property.

4 **Description of Affected [Private Trust Property](#):**

5 13. This action affects title to the private Trust property (herein referred to as  
6 "private property" and/or "subject property"), a Lamborghini Urus, VIN  
7 #ZPBUA1ZL9KLA02762, **including** all ownership, title, interest, **and** authority over  
8 said private property, as well as all bonds, securities, Federal Reserve Notes, assets,  
9 **both tangible and intangible, registered and unregistered, and all assets held in**  
10 **trust**, as more particularly described in the **authentic** UCC1 filing and NOTICE  
11 #[2024385925-4](#) and UCC3 filing and NOTICE #[2024402990-2](#), all filed in the Office  
12 of the Secretary of State, State of Nevada, **and** attached hereto as **Exhibits C and D**,  
13 respectively, and incorporated herein by reference.

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

20 **Standing:**

21 15. Plaintiff is **undisputedly** the Real Party in Interest, holder in due course,  
22 Creditor(s), and hold allodial title to **any and all** assets, registered or unregistered,  
23 tangible or intangible, in accordance with contract law, principles, **common law**,  
24 **exclusive equity**, the right to equitable subrogation, and the UCC (Uniform  
25 Commercial Code). This is further evidenced by the following UCC filings, all duly  
26 filed in the Office of the Secretary of State, State of Nevada: **UCC1 filing** NOTICE  
27 #[2024385925-4](#) and UCC3 filing and NOTICE #[2024402990-2](#) (Exhibits C and D),  
28 and in accordance with UCC §§ 3-302, 9-105, and 9-509.



1 16. While this action arises out of private trust contracts and fiduciary injuries,  
2 the sole Plaintiff is Kevin Walker, *sui juris*, individually and not as trustee or agent  
3 for any other party

4 17. Although this matter involves **trust property** and **contractual claims** related  
5 to **private trust arrangements**, this action is brought solely by Kevin Walker,  
6 proceeding *sui juris*, *In Propria Persona*, as the **Real Party in Interest** and Secured  
7 Party Creditor. No party other than Kevin Walker is named as plaintiff herein.

8 18. Plaintiff maintains **exclusive and sole standing** in relation to said assets and  
9 their interests, as duly recorded and affirmed by these filing.

10 19. Plaintiff (not Defendants) possesses *exclusive equity*.

11 20. Defendants do NOT have **any** valid interest or standing.

12 21. Defendants do NOT have a valid claim to Plaintiff's '**private property**', or  
13 '**subject property**', or any of the respective 'Assets', registered *and* unregistered,  
14 tangible *and* intangible.

### 15 **Unrebutted Facts and Presumptions Established**

16 **22. You, as the Defendant(s) and/or Respondent(s), individually and**  
17 **collectively, are deemed to have accepted and agreed to the following established**  
18 **facts, all of which remain unrebutted and stand as truth in commerce, law, and**  
19 **equity:**

20 1. I, Kevin, proceeding *sui juris*, reserve my natural **common law right** not to be  
21 **compelled to perform** under any **contract** that I did not enter into  
22 *knowingly, voluntarily, and intentionally, and with complete and full*  
23 *disclosure, and without misrepresentation, duress, or coercion.* And  
24 furthermore, I do **not** accept the liability associated with the compelled and  
25 pretended "benefit" of any hidden or unrevealed contract or commercial  
26 agreement. As such, the hidden or unrevealed contracts that supposedly  
27 create obligations to perform, for persons of subject status, are inapplicable to  
28 me, and are null and void. If I have participated in any of the supposed

"benefits" associated with these hidden contracts, I have done so under duress, for lack of any other practical alternative. I may have received such "benefits" but I have not accepted them in a manner that binds me to anything.

2. I, Kevin, *proceeding sui juris*, by *Special Limited Appearance*, hereby declare and affirm that, consistent with the **eternal tradition of natural common law**, **unless I have harmed or violated someone or their property, I have committed no crime; and I am therefore not subject to any penalty**. I act in accordance with the following **U.S. Supreme Court case**: "The individual may stand upon his **constitutional rights** as a citizen. He is entitled to carry on his **private** business in his own way. **His power to contract is unlimited**. He owes no such duty [to submit his books and papers for an examination] to the State, since he receives nothing therefrom, beyond the protection of his life and property. His rights are such as existed by the law of the land [Common Law] **long antecedent to the organization of the State**, and can only be taken from him by due process of law, and in accordance with the Constitution. Among his **rights** are a **refusal to incriminate himself**, and the **immunity of himself and his property from arrest or seizure except under a warrant of the law**. He owes nothing to the public so long as he does not trespass upon their rights." **Hale v. Henkel**, 201 U.S. 43 at 47 (1905).
3. I, Kevin, *proceeding sui juris*, by *Special Limited Appearance*, hereby **assert, affirm, state, and verify** for the record that the 'commercial' and 'for hire' Driver's License/Contract/Bond # **B6735991** has been **canceled, revoked, terminated, and liquidated**, as evidenced by instructions and notice accepted by **Steven Gordon**, with the California Department of Motor Vehicles," as **evidenced** by AFFIDAVIT **RIGHT TO TRAVEL CANCELLATION, TERMINATION, AND REVOCATION** of **COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT and AGREEMENT LICENSE/BOND**



1       #[B6735991](#) ([#RF661447751US](#)), attached hereto as **Exhibit D** and incorporated  
2       herein by reference.

3       4. I, **Kevin: Walker**, *sui juris*, am **not** a "person" when such term is defined in  
4       statutes of the United States or statutes of the several states when such  
5       definition includes artificial entities. **I refuse to be treated as** a federally or  
6       state created entity which is only capable of exercising certain rights,  
7       privileges, or immunities as specifically granted by federal or state  
8       governments.

9       5. I voluntarily choose to comply with the man-made laws which serve to bring  
10      harmony to society, but no such laws, nor their enforcers, have any authority  
11      over me. I am not in any jurisdiction, for I am not of subject status.

12     6. Consistent with the **eternal tradition of natural common law**, unless I have  
13      harmed or violated someone or their property, I have committed no crime;  
14      **and am therefore not subject to any penalty.**

15     7. I, Kevin, *sui juris*, *proceeding sui juris*, hereby declare and re-affirm that, no  
16      **valid contract exists compelling my performance by Defendants.**

17     8. I, Kevin, *sui juris*, reserve my natural common law right not to be compelled  
18      to perform under any contract that I did not enter into knowingly,  
19      voluntarily, and intentionally. And furthermore, I do not accept the liability  
20      associated with the compelled and pretended "benefit" of any hidden or  
21      unrevealed contract or commercial agreement.

22     9. As such, any **hidden** or **unrevealed** contracts that supposedly create  
23      obligations to perform, for persons of subject status, are inapplicable to  
24      me, and are null and void. If I have participated in any of the supposed  
25      "benefits" associated with these hidden contracts, I have done so under  
26      **duress** and/or for lack of any other practical alternative. I may have  
27      received such "benefits" but I have not accepted them in a manner that  
28      binds me to anything.

10. Any such participation does not constitute "acceptance" in contract law, because of the absence of **full disclosure** of any valid "OFFER," and voluntary consent *without* misrepresentation or coercion, under contract law. Without a valid voluntary 'offer and acceptance', knowingly entered into by both parties, there is no "meeting of the minds," and therefore no valid contract. **Any supposed "contract" is therefore void, ab initio**

11. I, Kevin, *proceeding sui juris*, state for the record, that it is a long-standing legal principle that jurisdiction must be proven on the record and cannot be assumed.

12. I, Kevin, *proceeding sui juris*, hereby declare and affirm that, I do not consent to any of the **retaliatory** and **fraudulent** proceedings being conducted by Defendants, including but not limited to, the fraudulent Trust action/CASE NO.: [SWM2303376](#).

13. I, Kevin, *proceeding sui juris*, affirm that, I have NOT injured any man or woman nor have I damaged any property.

### **Revocation of 'Power of Attorney':**

14. Furthermore, I, Kevin, *proceeding sui juris*, by *Special Limited Appearance*, hereby **revoke, rescind, and make void ab initio**, all powers of attorney, in fact or otherwise, implied in law or otherwise, signed either by me or anyone else, as it pertains to the Social Security Number assigned to, WALKER, KEVIN LEWIS, as it pertains to any BIRTH CERTIFICATE/BANK NOTE, BOND, TRUST, DEPOSIT ACCOUNT, SECURITY, SECURITY ACCOUNT, INVESTMENT, marriage or business licenses, or any other licenses or certificates issued by any and all government or quasi-governmental entities, due to the use of various elements of fraud by said agencies to attempt to deprive me of my Sovereignty and/or property.

15. I, Kevin, *proceeding sui juris*, by *Special Limited Appearance*, hereby waive, cancel, repudiate, and refuse to knowingly accept any alleged "benefit" or

1 gratuity associated with any of the aforementioned licenses, numbers, or  
2 certificates. I do hereby revoke and rescind all powers of attorney, in fact or  
3 otherwise, signed by me or otherwise, implied in law or otherwise, with or  
4 without my consent or knowledge, as it pertains to any and all property, real  
5 or personal, corporeal or incorporeal, obtained in the past, present, or future.  
6 I am the sole and absolute legal owner and possess *allodial* title to any and  
7 all such property.

8 16.I, Kevin, *proceeding sui juris*, by *Special Limited Appearance*, also revoke,  
9 cancel, and make **void ab initio** all powers of attorney, in fact, in  
10 **presumption, or otherwise**, signed either by me or **anyone** else, claiming to  
11 act on my behalf, with or without my consent, as such power of attorney  
12 pertains to me or any property owned by me, by, but not limited to, any and  
13 all quasi/colorable, public, governmental entities or corporations on the  
14 grounds of constructive fraud, concealment, and nondisclosure of pertinent  
15 facts.

### 16 **Claim of Entire ESTATE:**

17 17.I, Kevin, *proceeding sui juris*, by *Special Limited Appearance*, having attained  
18 the age of majority and reason under divine law competent first-hand  
19 witness to the truth and facts recited herein, hereby makes a claim against the  
20 corpus, all property whether real or personal, **tangible or intangible, all**  
21 **deposit accounts** blocked by reason of presumption of death of Claimant,  
22 cash, credit lines, Credit default swap, all federal funds, collateralized debt  
23 obligation, options, derivatives, and futures received by the said court in the  
24 said county, state and federal for the administration of the named estate, and  
25 all estates in agency, including but not limited to KEVIN LEWIS WALKER, or  
26 by whatsoever name the said ESTATE shall be called or *charged*.

27 18.ACTUAL CONSTRUCTIVE NOTICE HAS BEEN GIVEN *and* THIS IS  
28 AGAIN ACTUAL AND CONSTRUCTIVE NOTICE BY SPECIAL

DEPOSIT FOR THE BENEFIT OF THE SECURED PARTY/GRANTEE BENEFICIARY/CLAIMANT IN THIS TRUST ACTION FOR THE CLAIMANT'S CLAIM: Notice of absolute claim of all investment, commodity and trust deposit account contract with attached collateral and proceeds to secure collateral, along with claim of TRADENAME/TRADEMARK, COPYRIGHT/PATENT of the Name KEVIN LEWIS WALKER, my mind, body, soul of infants, spirit, and Live Borne Record, and reject and **rebut** all **assumptions and presumptions** of being Property of any Cestui Que Vie Trust/ESTATE as mentioned under **CANON 2055-2056**, and assignment of all debt obligations to the Office of Secretary of the Treasury. Discharge all tax matters in accordance with but *not limited to*, U.C.C. 1-103, 2-202, 2-204, 2-206, 3-104, 3-311, 3-601, 3-603, 9-104, 9-105, 9-150, 9-509, and House Joint Resolution 192 of June 5 1933, public law 73-10, and 31 U.S.C. §§ 3123, 5118, and 18 U.S.C. 8.

19. Defendants, are **undisputedly** the **DEBTORS** in this matter.

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

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

22. Defendants do **NOT** have **any** standing

23. The actions of Defendant undermine the fundamental **principles** of fairness and justice enshrined in the Constitution, denying Plaintiffs and/or Affiant the opportunity to be heard and to defend against the allegations. These due process violations not only infringe upon constitutional protections but also **erode public trust in the judicial system**

24. Defendants actions violate various U.S. Code sections including but not limited to the following:

1 25. **42 U.S.C. § 1983** – which provides a civil remedy for individuals deprived of  
2 constitutional rights under the color of law. The lack of notice and due  
3 process constitutes a clear deprivation of rights under both the Fifth and  
4 Fourteenth Amendments.

5 26. **18 U.S.C. § 241** – which criminalizes conspiracies to deprive individuals of  
6 their constitutional rights. Any coordinated effort or negligence leading to  
7 this denial of due process is punishable under this statute.

8 27. **18 U.S.C. § 242** – which prohibits willful deprivation of constitutional rights  
9 under the color of law. By advancing legal proceedings without proper  
10 notice, Defendants have knowingly violated this protection.

11 28. **All Affidavits Notices and Self-Executing Contract and Security**  
12 **Agreements (Exhibits E, F, G, and H) are prima facie evidence of**  
13 **fraud, racketeering, indentity theft, treason, breach of trust and**  
14 **fiduciary duties, extortion, coercion, deprivation of rights under the**  
15 **color of law, conspiracy to deprive of rights under the color of law,**  
16 **monopolization of trade and commerce, forced peonage, obstruction of**  
17 **enforcement, extortion of a national/internationally protected person,**  
18 **false imprisonment, torture, creating trusts in restraint of trade**  
19 **dereliction of fiduciary duties, bank fraud, breach of trust, treason, tax**  
20 **evasion, bad faith actions, dishonor, injury and damage to Affiant and**  
21 **proof of claim. See United States v. Kis, 658 F.2d, 526 (7<sup>th</sup> Cir. 1981),**  
22 **“Appellee had the burden of first proving its prima facie case and**  
23 **could do so by affidavit or other evidence.”**

24 **UNLAWFUL ARREST, IMPRISONMENT, AND TORTURE**

25 29. On December 31, 2024, at approximately 9:32am I, **Kevin: Walker, sui juris,**  
26 was traveling **privately** in a **private** conveyance/automobile, displaying a  
27 ‘PRIVATE’ plate, indicating I was ‘not for hire’ or operating commercially,  
28 and the private automobile was not displaying a STATE plate of any sort .

This clearly established that the private automobile was '*not for hire*' or '*commercial*' use and, therefore explicitly classifying the automobile as private property, and **NOT** *within* any statutory and/or commercial jurisdiction.

30. On **December 31, 2024**, I, Kevin: Walker, *sui juris*, was **not** in violation of any law, nor was I speeding, infringing, or trespassing upon the rights of any man or woman. I was peacefully minding my own business and traveling to obtain groceries for my family.

31. I, Kevin: Walker, *sui juris*, simply wish to be left alone in peace and **not** be harassed, stalked, robbed, deprived under color of law, coerced into commercial contracts, extorted, and forced into peonage and/or involuntary servitude.

### **THERE IS NO 'CORPUS DELICTI'**

32. I, Kevin: Walker, *sui juris*, state for the record, that regarding Fraudulent Trust action/CASE NO.: SWM2303376, **there is no corpus delicti – no injured party, no damaged property, and no sworn affidavit of harm from any living man or woman**. Therefore, this matter is *without* merit, lacks standing, and constitutes an improper attempt to impose authority without lawful jurisdiction. Any further action absent evidence of a valid cause of action is a **violation of due process** and a **deprivation of rights under color of law**.

33. As a direct result of egregious due process violations and the initiation of a fraudulent CASE/trust action #SWM2303376 by Defendants, against Plaintiff, Plaintiff was subjected to an unlawful arrest, physical restraint in the form of handcuffs, and acts constituting **torture**. These actions inflicted severe mental trauma, undue stress, and significant mental anguish upon Affiant, all in **blatant violation of constitutional protections and fundamental principles of justice**.



34. The private automobile and trust property was **not** in *any* way displaying STATE or government registration or stickers, and was displaying a PRIVATE plate.

35. Upon being unlawfully stopped and arrested by Gregory D Eastwood, Robert C V Bowman, William Pratt, and George Reyes, Affiant, informed **all Defendants** who willfully **conspired** on the scene in violation of **18 U.S.C. §§ 241 and 242**, that Affiant was a American national of the republic, non-citizen national/national/internationally protected person, privately traveling in a private automobile/conveyance, as articulated by Affiant and as also clearly evidenced by the 'PRIVATE' plate on the private automobile.

36. The private automobile is duly reflected on Private UCC Contract Trust/UCC1 filing #**2024385925-4** (Exhibit C).

37. **Under threat, duress, and coercion, and at gunpoint**, Gregory D Eastwood and Robert C V Bowman were *presented* with American national/non-citizen national PASSPORT CARD #**C35510079** and PASSPORT BOOK #**A39235161** (Exhibits X and Y).

38. Defendants, *willfully and intentionally* acted against the Bill of Rights, State Constitution, and Constitution of the United States, even when reminded of their duties to support and uphold the Constitution.

### **FRUIT OF THE POISONOUS TREE DOCTRINE**

39. I, Kevin, *proceeding sui juris*, by *Special Limited Appearance*, further asserts and establishes on the record that the undisputedly unlawful and unconstitutional stop, arrest, and subsequent actions of the Defendants/Respondents are in violation of the Fourth Amendment to the Constitution of the united States of America and constitute an unlawful arrest and seizure. The "**fruit of the poisonous tree**" doctrine, as articulated by the U.S. Supreme Court, establishes that any evidence obtained as a result of an unlawful stop or detainment is tainted and inadmissible in any subsequent proceedings. The unlawful actions of Gregory D. Eastwood, Robert C. V.

Bowman, George Reyes, William Pratt, and Robert Gell including *but not limited to* the issuance of fraudulent citations/contracts under threat, duress, and coercion, render all actions and evidence derived therefrom ***void ab initio***. See *Wong Sun v. United States*, 371 U.S. 471 (1963).

40. I, Kevin, *proceeding sui juris*, hereby re-affirm, re-asset, **declare, and assert that all** actions, evidence, and instruments obtained in connection with the unlawful stop and arrest are **inadmissible and void as fruits of the poisonous tree**. This includes, but is not limited to, Trust action/CASE/CONTRACT #SWM2303376 and/or Trust action/CASE/CONTRACT #B038555 (Exhibit J) and/or Trust action/CASE/CONTRACT #MISW2501134, which was executed under duress, threat, and coercion, while Affiant was unlawfully deprived of liberty and imprisoned against his will, without Affiant's consent.

41. Again, for the record, I, Kevin, *proceeding sui juris*, by *Special Limited Appearance*, I simply wish to be left alone in peace and not be harassed, stalked, robbed, deprived under color of law, coerced into commercial contracts, extorted, and/or forced into peonage and/or involuntary servitude. I have NOT injured any man or woman nor have I damaged any property.  
**FAILURE TO PROVIDE PROOF AND EVIDENCE**

42. Defendants are deemed to have **unequivocally agreed by tacit acquiescence** that any further attempt to prosecute, proceed, or interfere in these matters shall constitute **fraud, deprivation of rights under color of law, judicial fraud, malicious prosecution, conspiracy, racketeering (RICO)**, and multiple violations of **federal law**, including but not limited to **18 U.S.C. §§ 241, 242, and 1962**.

43. Defendants **agree and accept** that these matters must be immediately dismissed and terminated **with prejudice**, and that any continued action, omission, or obstruction shall constitute **willful and knowing**

**misconduct under color of law, exposing all involved to personal liability, commercial lien enforcement, and lawful remedy in equity. Affiant and/or Plaintiff(s) accept no liability for any damages arising from your failure to act in honor or law**

**NO QUALIFIED OR LIMITED IMMUNITY**

44. "When enforcing mere statutes, judges of all courts do not act judicially (and thus are not protected by "qualified" or "limited immunity," - SEE: Owen v. City, 445 U.S. 662; Bothke v. Terry, 713 F2d 1404) - - "but merely act as an extension as an agent for the involved agency -- but only in a "ministerial" and not a "discretionary capacity..." Thompson v. Smith, 154 S.E. 579, 583; Keller v. P.E., 261 US 428; F.R.C. v. G.E., 281, U.S. 464.
45. "Public officials are **not** immune from suit when they transcend their lawful authority by invading constitutional **rights**." — AFLCIO v. Woodward, 406 F2d 137 t.
46. "Immunity **fosters neglect and breeds irresponsibility** while liability promotes care and caution, which caution and care is owed by the government to its people." (Civil Rights) **Rabon vs Rowen Memorial Hospital, Inc.** 269 N.S. 1, 13, 152 SE 1 d 485, 493.
47. "Judges not only can be sued over their official acts, but could be held **liable for injunctive and declaratory relief and attorney's fees.**" **Lezama v. Justice Court**, A025829.
48. "Ignorance of the law does not excuse misconduct in anyone, least of all in a sworn officer of the law." **In re McCowan** (1917), 177 C. 93, 170 P. 1100.
49. "All are presumed to know the law." **San Francisco Gas Co. v. Brickwedel** (1882), 62 C. 641; **Dore v. Southern Pacific Co.** (1912), 163 C. 182, 124 P. 817; **People v. Flanagan** (1924), 65 C.A. 268, 223 P. 1014; **Lincoln v. Superior Court** (1928), 95 C.A. 35, 271 P. 1107; **San Francisco Realty Co. v. Linnard** (1929), 98 C.A. 33, 276 P. 368.

1 50. "It is one of the fundamental maxims of the common law that ignorance of  
2 the law excuses no one." **Daniels v. Dean** (1905), 2 C.A. 421, 84 P. 332.

3 51. "the people, not the States, are sovereign." — *Chisholm v. Georgia*, 2 Dall. 419,  
4 2 U.S. 419, 1 L.Ed. 440 (1793).

5 52. **ALL ARE EQUAL UNDER THE LAW.** (God's Law - Moral and Natural  
6 Law). Exodus 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40; Luke  
7 10:17; Col. 3:25. "No one is above the law".

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

11 54. **IN COMMERCE TRUTH IS SOVEREIGN.** (Exodus 20:16; Ps. 117:2; John  
12 8:32; II Cor. 13:8 ) Truth is sovereign -- and the Sovereign tells only the truth.

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

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

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

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

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

27 **DEFENDANTS' PRESUMPTION OF DISHONOR UNDER U.C.C. § 3-505**  
28 **AND EVIDENCE PROVING DEFENDANTS' DISHONOR:**

1       **23. The failure of Defendants to rebut or provide any valid evidence of their**  
2 **performance is further confirmed by the, 'AFFIDAVIT CERTIFICATE of**  
3 **DISHONOR, NON-RESPONSE, DEFAULT, JUDGEMENT, and LIEN**  
4 **AUTHORIZATION"/Self-Executing Contract Security Agreement (Exhibit H),**  
5 **which is duly notarized and complies with the requirements of U.C.C. § 3-505.**

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

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

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

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

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

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

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

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

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

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

17                                   **'Foundation of American Sovereignty:**

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

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

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

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

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



2. This affirms that any power not granted to the federal government remains with the States or the [people](#).

**SUPREME COURT Affirmations of [Sovereignty](#):**

31. The **Supreme Court of the United States (SCOTUS)** has repeatedly affirmed that sovereignty resides in the [people](#):

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

"The sovereignty resides in the [people](#)... they are truly the sovereigns of the country."

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

"Sovereignty itself remains with the [people](#), by whom and for whom all government exists and acts."

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

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

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

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

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

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

**Congressional Recognition of Americans as '[Sovereigns](#)':**

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

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

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

"Whereas it is desirable that the sovereign citizens of our Nation be prepared for the responsibilities and impressed with the significance of their status in our self-governing Republic: Therefore be it Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the third Sunday in May each year be, and hereby is, set aside as Citizenship Day..."

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

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

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

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

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

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

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

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

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

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

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

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

"It is quite clear, then, that there is a citizenship of the United States and a

citizenship of a State, which are distinct from each other and which depend upon different characteristics or circumstances in the individual."

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

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

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

"One may be a citizen of a State and yet not a citizen of the United States."

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

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

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

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

- **Jones v. Temmer, 829 F.Supp. 1226 (USDC/DCO 1993):**

"The privileges and immunities clause of the Fourteenth Amendment protects very few rights because it neither incorporates any of the Bill of Rights nor protects all rights of individual citizens... Instead, this provision protects only those rights peculiar to being a citizen of the federal government; it does not protect those rights which relate to state citizenship."

37. The first clause of the Fourteenth Amendment states:

"All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and the state wherein they reside."

38. However, this clause does **NOT** state:

“All persons born or naturalized in the United States, are **subject** to the jurisdiction thereof...”

39. This confirms that United States citizenship requires **both**:

H. Being born or naturalized in the United States, *and*

I. Being subject to the jurisdiction of the United States.

**Status as “national” / “non-citizen national” (state Citizen)**

39. The **U.S. Department of State** document, Certificates of Non-Citizen Nationality (<https://travel.state.gov/content/travel/en/legal/travel-legal-considerations/us-citizenship/Certificates-Non-Citizen-Nationality.html>), states:

“Section 101(a)(21) of the INA defines the term ‘**national**’ as ‘a person owing permanent allegiance to a state.’ Section 101(a)(22) of the INA provides that the term ‘national of the United States’ includes all U.S. citizens as well as persons who, though not citizens of the United States, owe permanent allegiance to the United States (non-citizen nationals).”

40. **8 U.S.C. § 1101(22)** defines national of the United States as:

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

41. **8 U.S.C. § 1101(a)(22)** explicitly stipulates that one can be a '**national of the United States**' without being a 'citizen of the United States' if they owe permanent allegiance to the United States.

42. **22 CFR § 51.2** stipulates that Passports are issued to nationals **only**:

“A passport may be issued **only** to a U.S. national.”

43. **22 CFR § 51.3** stipulates the Types of passports issued:

“(a) A regular passport is issued to a **national** of the United States.”

“(e) A passport card is issued to a **national** of the United States on the same basis as a regular passport.”

44. **18 U.S.C. § 112** stipulates that Protections of foreign officials, official guests, and internationally protected persons, **apply to nationals**. This statute defines terms such as “foreign government,” “foreign official,” “internationally protected person,” “international organization,” “**national** of the United States,” and “official guest,” have **the same meaning**.

45. It is unequivocally true that **18 U.S.C. § 112** states that in addition to being a *national*, a *national* is also considered a:

- **foreign government**
- **foreign official**
- **internationally protected person**
- **international organization**
- **national of the United States**
- **official guest**

46. The legal framework and court rulings confirm that:

- One may be a “*state Citizen*” without being a *citizen of the United States*.”
- The Fourteenth Amendment created *U.S. citizenship*, which is distinct from *state citizenship*.
- A *national* is someone who owes permanent allegiance to a *state*, not necessarily to the United States.
- A *national of the United States* could be a *U.S. citizen*, but could also be a *non-citizen national* who owes allegiance without being a *U.S. citizen*.

Thus, the distinction between *state Citizens* and *U.S. citizens* is a well-established legal principle with profound implications on sovereignty, rights, and legal obligations.

**Unrebutted Affidavits, Considered, Agreed, and Stipulated Facts, Contract Security Agreements, and Authorized Judgement and Lien:**

47. Plaintiff and Defendants are parties to certain Contracts and Security Agreements, specifically contract security agreement numbers

1 RF775821088US, #RF775821088US, #RF775822582US, and #RF775823645US.

2 Each contract security agreement and/or self-executing contract security  
3 agreement was **received, considered, and agreed** to by Defendants through  
4 **silent acquiescence, tacit agreement, and tacit procurement**. Each contract  
5 also includes a corresponding Form 3811, which was signed as evidence of  
6 receipt. **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN**

7 **COMMERCE**. (12 Pet. 1:25; Heb. 6:13-15); 'He who does not deny, admits.

8 **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN**

9 **COMMERCE**. (Heb. 6:16-17); 'There is nothing left to resolve.' All

10 referenced contracts and signed Forms 3811 are attached hereto as **Exhibits E,**  
11 **F, G, H, I, J, K, and L** respectively, as follows:

- 12 • **Exhibit E:** Contract Security Agreement #RF775820621US, titled: **NOTICE OF**  
13 **CONDITIONAL ACCEPTANCE**, and **FRAUD, RACKETEERING,**  
14 **CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,**  
15 **IDENTITY THEFT, EXTORTION, COERCION, TREASON.**
- 16 • **Exhibit F:** Contract Security Agreement #RF775821088US, titled: **NOTICE OF**  
17 **DEFAULT**, and **FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION**  
18 **OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT,**  
19 **EXTORTION, COERCION, TREASON**
- 20 • **Exhibit G:** Contract Security Agreement #RF775822582US, titled: **NOTICE**  
21 **OF DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF FRAUD,**  
22 **RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE**  
23 **COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION,**  
24 **KIDNAPPING.**
- 25 • **Exhibit H:** Contract Security Agreement #RF775823645US, titled: **Affidavit**  
26 **Certificate** of Dishonor, Non-response, **DEFAULT, JUDGEMENT, and LIEN**  
27 **AUTHORIZATION.**
- 28 • **Exhibit I:** Form 3811 corresponding to Exhibit E.



- 1 • **Exhibit J:** Form 3811 corresponding to Exhibit F.
- 2 • **Exhibit K:** Form 3811 corresponding to Exhibit G.
- 3 • **Exhibit L:** Form 3811 corresponding to Exhibit H.

4 48. **Self-Executing Contract Security Agreement** #[RF775823645US](#) (**Exhibit L**)  
5 was *received, considered, and agreed* to by Defendants, acknowledging and  
6 accepting a Judgement, Summary Judgement, and Lien Authorization (in  
7 accordance with U.C.C. § 9-509), against Defendants in the amount of [One Trillion](#)  
8 [Dollars \(\\$1,000,000,000,000.00\)](#) in lawfully recognized currency, such as gold and  
9 silver coin, as authorized under Article I, Section 10, Clause 1 of the U.S.  
10 Constitution, **in favor of Plaintiff.**

11 49. Defendants have a duty to respond to all of Plaintiff's NOTICES and binding  
12 CONTRACTS, and have intentionally and willfully remained silent and and  
13 dishonor.

14 50. Defendants have *received, considered, and agreed* to **all** the terms  
15 of all contract agreements, including the **Self-Executing Contract**  
16 **Security Agreement** (Exhibits E, F, G, and H), constituting a bona fide  
17 contract under the principles of contract law and the Uniform  
18 Commercial Code (U.C.C.). Pursuant to the mailbox rule, which  
19 establishes that [acceptance of an offer is effective when dispatched](#)  
20 (U.C.C. § 2-206. Offer and Acceptance in Formation of Contract) and  
21 **principles** of **silent acquiescence, tacit procurement, and tacit**  
22 **agreement**, the acceptance is valid. This acceptance is in alignment with  
23 the doctrine of 'offer and acceptance' and the provisions of U.C.C. §  
24 2-202, which governs the [final](#) expression of the CONTRACT.  
25 Furthermore, under the U.C.C., all assets – whether registered or  
26 unregistered – are held subject to the **allodial** title, with Plaintiff  
27 maintaining sole and exclusive standing over all real property, assets,  
28 securities, both tangible and intangible, registered and unregistered, **as**

1 evidenced by UCC1 filing NOTICE #2024385925-4 and UCC3 filing and  
2 NOTICE #2024402990-2 (Exhibits C and D).

3 **No Agreement to Arbitration and Defendants are Barred from**  
4 **Contesting any of the established Facts:**

5 51. **No Stipulation to Arbitration:** It is important to assert that there is no  
6 stipulation to arbitration as evidenced by the *unrebutted* verified commercial  
7 Affidavits (Exhibits E, F, G, and H). These Affidavits present facts that all parties  
8 have agreed to. Consequently, all issues are considered settled according to the  
9 principles of *res judicata*, *stare decisis*, and *collateral estoppel*, barring Defendants  
10 from contesting any of the findings, established facts, conclusions, or  
11 determinations.

12 **Uniform Commercial Code (U.C.C.) Provisions Supporting**  
13 **Plaintiff's Claims**

14 52. **U.C.C. § 1-103 - Construction and Application of the Code:** U.C.C. § 1-103  
15 ensures that the Uniform Commercial Code (UCC) applies to commercial  
16 transactions **unless explicitly stated otherwise**. This section **incorporates**  
17 **principles of law and equity**, ensuring that:

- 18 • **Common law principles of fraud, duress, and misrepresentation remain**  
19 **applicable** and do not negate the enforceability of valid contracts.
- 20 • The UCC is to be **liberally construed** to promote fair dealing and uphold  
21 **the validity of commercial agreements**.
- 22 • Any contract entered into **in good faith is binding**, unless proven otherwise  
23 through clear, rebuttable evidence.

24 In this case, Defendants **failed to rebut** the terms set forth in the contract and security  
25 agreements, thereby affirming their **full enforceability** under U.C.C. § 1-103.

26 53. **U.C.C. § 2-202 - Final Written Expression, Parol or Extrinsic Evidence:**  
27 Under U.C.C. § 2-202, when a **written contract is intended as a final and**  
28 **complete expression of an agreement**, its terms **cannot** be contradicted by

1 **prior agreements, oral statements, or extrinsic evidence.** This section ensures  
2 that:

- 3 • The **contract and security agreements**, as presented in the verified **commercial**  
4 **Affidavits**, are the final and **complete expression** of the parties' agreement.
- 5 • Defendants **cannot introduce oral statements, prior discussions, or extrinsic**  
6 **evidence** to dispute or alter the contract's terms.
- 7 • Any modifications to the contract must be **explicitly made in writing** and  
8 agreed upon by both parties.

9 Since Defendants **failed to rebut** the contract and affidavits, U.C.C. § 2-202 bars any claims  
10 of ambiguity or modification, affirming the enforceability of Plaintiff's claims.

11 54. **U.C.C. § 2-204 - Formation of Contract:** U.C.C. § 2-204 establishes that a  
12 **contract is legally formed when there is:**

- 13 1. **Intent to contract** between the parties.
- 14 2. **Agreement on essential terms**, even if minor terms remain open.
- 15 3. **Performance or conduct demonstrating acceptance of the contract.**

16 In this case, Defendants:

- 17 • **Demonstrated intent** through their silence, non-response, and  
18 acquiescence.
- 19 • **Accepted the terms** by failing to dispute the verified affidavits, making the  
20 agreement **self-executing and binding**.
- 21 • **Performed in a manner that affirmed the contract**, either by engaging in  
22 financial transactions, receiving notices, or failing to object.

23 As a result, under U.C.C. § 2-204, the contract is **legally enforceable**, and  
24 arbitration or further negotiations are unnecessary.

25 55. **U.C.C. § 2-206 - Offer and Acceptance in Contract Formation:** U.C.C. §  
26 2-206 establishes that:

- 27 1. **An offer is deemed accepted when the offeree engages in conduct**  
28 **consistent with acceptance.**

1       **2. A contract is formed when an offer is accepted, even if conditions or**  
2       **objections are not expressly stated.**

3       Applying this to Plaintiff's verified claims:

- 4       • Defendants received and *considered* the **verified affidavits, contract, and**  
5       **security agreements** but failed to respond or contest them.
- 6       • Under U.C.C. § 2-206, Defendants' **silence constitutes acceptance**, making  
7       the contract and obligations **binding and enforceable**.
- 8       • The **verified commercial affidavits and supporting exhibits serve as prima**  
9       **facie evidence** of the existence and validity of the contract.

10       Thus, under U.C.C. § 1-103, 2-204, 2-206, and 3-303 Plaintiff's verified claims are  
11       **fully enforceable**, and Defendants' failure to rebut any of them constitutes  
12       **uncontested acceptance**.

13       **56. U.C.C. § 3-303 – Value and Consideration for Negotiable**

14       **Instruments:** U.C.C. § 3-303 defines **value and consideration** in the  
15       **enforcement of negotiable instruments**. A negotiable instrument is **issued**  
16       **for value** when:

- 17       • It is **given in exchange for a promise of performance** or to satisfy a  
18       pre-existing obligation.
- 19       • The holder **takes it in good faith and without notice of defects**.
- 20       • It **provides financial or legal benefit** to the party receiving it.

21       In this case:

- 22       • Plaintiff **provided value through agreements, instruments, and**  
23       **affidavits**, which Defendants considered and accepted.
- 24       • Defendants' **willful failure to dispute the obligation confirms that**  
25       **consideration was validly exchanged**.
- 26       • Under U.C.C. § 3-303, Defendants **cannot claim a lack of**  
27       **consideration** to avoid liability, as their conduct establishes their  
28       **acceptance of value**.

1        57. **U.C.C. § 9-509 – Authorization of Financing Statement; Obligation of**  
2 **Debtor:** Under U.C.C. § 9-509, a secured party is *authorized* to file a financing  
3 **statement** when:

- 4        • The debtor **has authenticated a security agreement** covering the collateral.
- 5        • The secured party **has control over the collateral as agreed in the security**  
6        **instrument.**
- 7        • The debtor's failure to rebut or contest the filing **constitutes authorization**  
8        **by default.**
- 9        • The debtor authorizes the filing in an authenticated record.

10 In this case:

- 11        • **Defendants' failure to rebut the security agreement** affirms that the **lien**  
12        **and financing statement** are valid and enforceable.
- 13        • **The self-executing contract and security agreement serve as authenticated**  
14        **proof** under U.C.C. § 9-509.
- 15        • Plaintiff, as a **secured party**, has the **full legal right to perfect and enforce**  
16        **their lien against Defendants' assets.**

17 Thus, under U.C.C. § 9-509, Plaintiff's lien is **properly perfected and enforceable** as  
18 a matter of law.

19        58. **U.C.C. § 9-102 – Definitions and Scope of Security Interests:** U.C.C. § 9-102  
20 provides definitions **crucial to the enforcement of security agreements, including:**

- 21        • **"Secured Party"** – A person in whose favor a security interest is created.
- 22        • **"Debtor"** – A person who has granted a security interest in collateral.
- 23        • **"Collateral"** – Property subject to a security interest.

24 Applying U.C.C. § 9-102 to this matter:

- 25        • Plaintiff is **the secured party with enforceable rights over collateral** under  
26        the security agreement.
- 27        • Defendants, by failing to contest the claim, have **conceded their role as**  
28        **debtors.**

- The assets in question, including **property, negotiable instruments, and funds**, are **collateral lawfully secured by Plaintiff**.

Under U.C.C. § 9-102, the contractual security interests are **valid, perfected, and enforceable** against Defendants, who have waived all objections through inaction.

59. Plaintiff asserts that the provisions of the **Uniform Commercial Code (U.C.C.)**, as outlined above, establish that:

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

Accordingly, Plaintiff is **entitled to full enforcement of all claims, security interests, and remedies under the U.C.C.**

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

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



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

63. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted verified commercial affidavits, contract agreement, and/or self-executing contract security agreement(s) (Exhibits E, F, G, and H), Defendants are indebted to Plaintiff in the amount of **One Trillion Dollars (\$1,000,000,000,000.00)** in lawfully recognized currency, such as gold and silver coin, as authorized under Article I, Section 10, Clause 1 of the U.S. Constitution.

64. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted verified commercial affidavits, contract agreement, and self-executing contract security agreements (Exhibits E, F, G, and H), Defendants do NOT have 'standing.'

65. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted verified commercial affidavits, contract agreement, and self-executing contract security agreements (Exhibits E, F, G, and H), under **California Code of Civil Procedure § 437c(c)**, summary judgement is appropriate when there is no triable issue of material fact and the moving party is entitled to judgement as a matter of law. The unrebutted verified commercial affidavits, contract agreement, and/or self-executing contract security agreement(s) (Exhibits E, F, G, and H) submitted by Plaintiff demonstrate that no triable issues of material fact remain in dispute, and **Plaintiff is entitled** to judgement based on the evidence presented and as *a matter of law*.

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

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

**Judgement of [\\$1,000,000,000,000.00](#) Received, Considered, Agreed to, and Authorized:**

68. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted verified commercial affidavits, contract agreement, and self-executing contract security agreements (Exhibits E, F, G, and H), Defendants **fully authorize, endorse, support**, and advocate for the entry of a UCC commercial judgement and lien in the amount of [One Trillion Dollars \(\\$1,000,000,000,000.00\)](#) in lawfully recognized currency, such as gold and silver coin, as authorized under Article I, Section 10, Clause 1 of the U.S. Constitution, **against Defendants, in favor of Plaintiff**, as also **evidenced** by INVOICE/TRUE BILL #[RIVSHERTREAS12312024](#) which is a part of **Exhibit H**. INVOICE/TRUE BILL #[RIVSHERTREAS12312024](#) is attached hereto as **Exhibit M** and incorporated herein by reference.

69. As considered, agreed, and stipulated by Defendant(s) in the unrebutted verified commercial affidavits, contract agreement, and/or self-executing contract security agreement(s) (Exhibits E, F, G, and H), should it be **deemed** necessary, the Plaintiff is **fully Authorized** to initiate the filing of a lien, and the seizing of property to secure satisfaction of the **ADJUDGED, DECREED, AND AUTHORIZED** sum total due to **Affiant**, and/or Plaintiff of, [One Trillion Dollars \(\\$1,000,000,000,000.00\)](#) in lawfully recognized currency, such as gold and silver coin, as authorized under Article I, Section 10, Clause 1 of the U.S. Constitution.

## **Defendants' Actions as Acts of War Against the Constitution:**

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

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

- **Violation of the Plaintiff's Unalienable Rights:** The defendants have deprived the Plaintiff of life, liberty, and property without due process of law, as guaranteed under the Fifth and Fourteenth Amendments.
- **Subversion of the Rule of Law:** Through their actions, the defendants have undermined the separation of powers and checks and balances established by the Constitution. They have disregarded the judiciary's duty to uphold the Constitution by attempting to operate outside the confines of lawful authority, rendering themselves effectively unaccountable.
- **Treasonous Conduct:** Pursuant to Article III, Section 3, treason against the United States is defined as levying war against them or adhering to their enemies, giving them aid and comfort. The defendants' conduct in subverting the constitutional order, depriving citizens of their lawful rights, and unlawfully exercising power without jurisdiction constitutes a form of domestic treason against the Constitution and the people it protects.

72. **Acts of Aggression and Tyranny:** The defendants' actions amount to a usurpation of authority and a direct attack on the sovereignty of the people, who

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

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

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

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

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

**75.** Plaintiff's incorporation of "bare statutes" does **NOT** exonerate Defendants; rather, it serves as evidence of Defendants' guilt, which they have already

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

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

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

14 **Defendants' Presumed to be in Dishonor: U.C.C. § 3-505:**

15 78. Defendants are **presumed** to be in **dishonor**, in accordance with **U.C.C. §**  
16 **3-505**, as evidenced by the attached **Affidavit Certificate** of Dishonor, Non-response,  
17 **DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION** (Exhibit H).

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

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

**'Special Deposit' and MASTER INDEMNITY BOND: 31 U.S. Code § 5312 and U.C.C. § 3-104**

81. This notarized, authorized, and indorsed VERIFIED COMPLAINT itself acted as a BOND and/or MONETARY INSTRUMENT, as defined by **31 U.S. Code § 5312 and U.C.C. § 3-104**, supplemented by the MASTER INDEMNITY BOND (Exhibit N), and that the BOND also satisfies the procedural and substantive requirements of **Rule 67 of the Federal Rules of Civil Procedure. Exclusive equity** supports this claim, as it ensures that no competing claims will infringe upon the Plaintiff's established rights to this bond of and will be reported on the forms 1099-A, 1099-OID, and/or 1099-B, with Plaintiff evidenced as the CREDITOR(S).

82. Janet Yellen, said Successor(s), and/or the United States Treasury is the registered holder and fiduciary of/for Plaintiff's the private **Two Hundred Billion Dollar (\$200,000,000,000.00 USD) 'MASTER DISCHARGE AND INDEMNITY BOND' #RF661448567US**, which was post deposited to private post registered account #RF 661 448 023 US. Said 'MASTER DISCHARGE AND INDEMNITY BOND' (#RF661448567US) expressly stipulates it is "insuring, underwriting, indemnifying, discharging, paying and satisfying **all** such account holders and accounts dollar for dollar against **any and all pre-existing, current and future** losses, costs, debts, taxes, encumbrances, deficits, deficiencies, liens, judgements, true bills, obligations of contract or performance, defaults, charges, and any and all other obligations **as may exist or come to exist** during the term of this Bond... Each of the said account holders and accounts **shall be severally insured, underwritten and indemnified against any and all future Liabilities as may appear, thereby instantly satisfying all such obligations dollar for dollar without exception** through the above-noted Private Offset Accounts up to and including the full face value of this Bond through maturity." A copy of 'MASTER DISCHARGE AND INDEMNITY BOND' #RF372320890US is attached hereto as **Exhibit N** and incorporated herein by reference, **and will serve as an additional CAUTION and/**



1 and/or BOND for immediate adjustment and setoff of any and all costs  
2 associated with these matters.

3 12 U.S.C. 1813(L)(1): The term 'Deposit' Defined

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

21 GENERALLY Accepted Accounting Principles (GAAP)

22 84. As *considered, agreed, and stipulated* by Defendants in the unrebutted  
23 verified commercial affidavits, contract agreement, and self-executing contract  
24 security agreements (Exhibits E, F, G, and H), Defendants never at any time risked  
25 any of its assets and truly only exchanged the GENUINE ORIGINAL  
26 PROMISSORY NOTE for "credit" according to the **Generally Accepted Accounting**  
27 **Principles (GAAP)**. 'Banks' are **required** to adhere Generally Accepted Accounting  
28 Principles and as **evidenced** by, 12 U.S.C 1831n - 'Accounting objectives,

1 standards, and requirements: [“(2) Standards (A) Uniform accounting principles  
2 consistent with GAAP Subject to the requirements of this chapter and any other  
3 provision of Federal law, the accounting principles applicable to reports or  
4 statements required to be filed with Federal banking agencies by all insured  
5 depository institutions shall be uniform and consistent with generally accepted  
6 accounting principles.”]

7 85. As *considered, agreed, and stipulated* by Defendants in the unrebutted verified  
8 commercial affidavits, contract agreement, and self-executing contract security agreements  
9 (Exhibits E, F, G, and H), GAAP follows an accounting convention that lies at the heart of  
10 the **double-entry bookkeeping system** called the **Matching Principle**. This principle  
11 works are follows: when a bank accepts bullion, coin, currency, drafts, promissory notes,  
12 or any other similar instruments (hereinafter “instruments”) from customers and deposits  
13 or records the instruments as assets, it must record offsetting liabilities that match the  
14 assets that it accepted from customers. The **liabilities represent the amounts that the**  
15 bank owes the customers, funds accepted from customers. If a fractional reserve banking  
16 system like the United States banking system, most of the funds advanced to borrowers  
17 (assets held by banks) are created by the banks, once they purchase/acquire the TRUE  
18 Creditor’s Asset (NOTE, ORDER, DRAFT, LETTER OF CREDIT, MONEY ORDER,  
19 SECURITY, ETC.) and are not merely transferred from one set of depositors to another set  
20 of borrowers. Said Asset remains an Asset to Plaintiff.

21 86. As *considered, agreed, and stipulated* by Defendants in the unrebutted  
22 verified commercial affidavits, contract agreement, and self-executing contract  
23 security agreements (Exhibits E, F, G, and H), GAAP is intended to ensure  
24 **consistency among financial records, financial transparency, and protection from**  
25 **fraud or misleading company reports.**

### 26 Summary Judgement is Due as a matter of law

27 87. Rule 56(a) of the Federal Rules of Civil Procedure and California Code of  
28 Civil Procedure § 437c(c): Summary Judgment is warranted as a matter of law under

1 Rule 56(a) of the Federal Rules of Civil Procedure and California Code of Civil  
2 Procedure § 437c(c), both of which *mandate* judgment where there is no genuine  
3 dispute as to any material fact.

4 88. **Defendants are *barred*** from further dispute under the doctrines of:

- 5 • ***Res Judicata*** – This matter is already conclusively settled by Defendants’  
6 failure to rebut.
- 7 • ***Stare Decisis*** – Binding precedent supports Plaintiff's claims and demands  
8 judgment in their favor.
- 9 • ***Collateral Estoppel*** – Defendants are estopped from raising any defenses  
10 they failed to assert.

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

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

26 90. **Defendants’ Failure to Produce Contradictory Evidence**:

27 Defendants have neither provided competent evidence to dispute Plaintiff's claims  
28 nor identified any material fact requiring trial. Plaintiff's affidavits, contracts, and

1 supporting documents (attached hereto as *Exhibits E, F, G, and H*) collectively  
2 establish the absence of any genuine dispute. Without contradictory evidence or a  
3 triable issue, Plaintiff is **entitled** to judgment as *a matter of law*.

4 **91. Judicially Recognized Finality of Affidavits:** Courts have long held that  
5 when **Affidavits** are left *unrebutted*, they stand as Truth and are accepted as fact. See  
6 **Morris v. National Cash Register Co., 44 Cal.App.2d 811, 813 (1941)**, which  
7 confirms that undisputed evidence is sufficient to warrant summary judgment.  
8 Additionally, under Federal and State Rules of Evidence, facts established by  
9 affidavit are considered *binding* when no counter-affidavit is provided.

10 **92. Supported by Principles of Equity and Law:**

- 11 • **Equity:** It would be inequitable to allow Defendants to delay proceedings  
12 when they have failed to rebut or contest the factual assertions of  
13 Plaintiff's affidavits.
- 14 • **Law:** Plaintiff has satisfied the procedural and substantive requirements  
15 for summary judgment, including providing sufficient admissible  
16 evidence to establish their claims.

17 **The COURT is *Barred* From SUMMARILY DISMISSING Anything,**  
18 **Especially After The *Overturing* of Chevron**

19 93. The Court is hereby placed on notice that even the mere consideration of  
20 “summarily dismissing” anything in this matter constitutes a constitutional  
21 violation and an act of judicial overreach, arbitrary denial of due process, and a  
22 *willful* obstruction of justice.

23 94. The ***Overturing* of the Chevron Doctrine** Eliminates *Any* Judicial  
24 *Presumption* in Favor of Government or Institutional Parties:.

- 25 • With the **Chevron Doctrine overturned**, courts **no longer have**  
26 ***discretion to defer to agency or institutional interpretations of law,***  
27 **and every case must be ruled strictly within the confines of the**  
28 **Constitution and statutory law.**

- Any **judicial attempt to summarily dismiss** Plaintiff's verified, un rebutted claims would constitute an **abuse of discretion, a deprivation of due process, and a direct violation of Plaintiff's constitutional rights.**

95. Due Process Requires Full Adjudication, Not Summary Disposition.

- Plaintiff has filed *multiple* **verified, sworn affidavits**, which have gone **uncontested and un rebutted**, and stand as **Truth**.
- Under U.C.C. § 3-505, an *un rebutted* Affidavit creates a **presumption of dishonor**, which the Court cannot arbitrarily ignore.
- Under 28 U.S.C. § 1361, Plaintiff has the right to **compel the performance of a legal duty owed to them by the Court**.
- A case may **only be dismissed summarily if there is no valid claim or cause of action** — which is inapplicable here, as **Defendants have already defaulted and dishonored themselves by failing to rebut the Plaintiff's Conditional Acceptance, and they have admitted everything presented in all Affidavits.**

96. Any Attempt to Dismiss Would Be a Violation of *Res Judicata, Stare Decisis*, and Collateral Estoppel.

- **Res Judicata:** The matters before this Court are already **settled and decided**, and no further litigation is necessary to determine the legal obligations of Defendants.
- **Stare Decisis:** The **binding legal precedents of Marbury v. Madison, Rule 56 FRCP, and California CCP § 437c(c)** require judgment in favor of the Plaintiff.
- **Collateral Estoppel:** Defendants **cannot dispute issues they have already defaulted on**; any attempt to dismiss the case would **ignore the finality of Plaintiff's un rebutted claims and the legally binding nature of their conditional acceptance.**

97. Summary Dismissal Would Constitute Judicial Fraud and Breach of Fiduciary Duty.

- As a **public trustee of justice**, the Court has a **fiduciary obligation** to uphold constitutional rights and due process.
- Any attempt to **dismiss** this matter – **given that Defendants have already defaulted** – would be tantamount to **judicial fraud** and an **egregious breach of duty under 28 U.S.C. § 1361**.

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

98. The Court is hereby placed on notice that Plaintiff's *Demand* for Summary Judgment is not a mere 'motion' *requesting* discretionary relief but a binding legal notice asserting an *absolute right* to judgment as a matter of law.

99. A Motion is a Request; A Demand Asserts a Right.

- A **motion** asks the court to exercise *discretion* in granting relief.
- A **demand** asserts an existing legal *right* that **must** be acknowledged *and enforced*.

100. Plaintiff's Demand for Summary Judgment is *a Matter of Law*, Not Judicial Discretion

- Under **Rule 56(a) of the Federal Rules of Civil Procedure**, the court "**shall**" **grant summary judgment** when there is **no genuine dispute of material fact**. The word "**shall**" is mandatory, not discretionary.
- **California Code of Civil Procedure § 437c(c)** likewise states: "The motion for summary judgment **shall** be granted if all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to a judgment as a matter of law."
- This establishes that **the Court does not have the discretion to deny or delay judgment** where Defendants have failed to contest the material facts.

101. Failure to Act on a Demand is Judicial Nonperformance and a Due Process Violation.

- Plaintiff has filed **undisputed, sworn affidavits** establishing their claims.



- Defendants have **failed to rebut, respond, or oppose**, thereby conceding by **tacit acquiescence**.
- **Judicial failure to rule on a demand where no genuine dispute exists is an obstruction of justice and a due process violation under 28 U.S.C. § 1361.**

**Unrebutted Affidavits are ‘*prima facie*’ evidence:**

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

**Unlawful and Unconstitutional Detainment and Arrest while  
‘Traveling’ in *Private* Automobile:**

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

1. On **December 31, 2024**, at approximately 9:32am, **Kevin: Walker, *sui juris***, was **traveling *privately*** in my ***private*** automobile, displaying a ‘PRIVATE’ plate, indicating I was ‘not for hire’ or operating commercially, and the private automobile was not displaying a STATE plate of any sort . This clearly established that the ***private*** automobile was ‘*not for hire*’ or

1 'commercial' use and, therefore explicitly classifying the automobile as private  
2 property, and **NOT** *within* any statutory and/or commercial jurisdiction. A  
3 copy of the PRIVATE '*not for hire*' or '**commercial**' use is attached hereto as  
4 **Exhibits O** and incorporated herein by reference.

5 2. Upon unlawfully stopping and detaining the private traveler(Kevin:  
6 Walker), Defendants, including Gregory D Eastwood, Robert C V Bowman,  
7 George Reyes, William Pratt, **conspired** on the scene in violation of 18 U.S.C. §§  
8 241 and 242. Photographs of Defendants, Gregory D Eastwood, Robert C V  
9 Bowman, and William Pratt, are attached hereto as **Exhibits O, P, and Q**  
10 respectively, and incorporated by reference herein.

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

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

21 5. The private automobile is duly reflected on Private UCC Contract Trust/  
22 **UCC1 filing** NOTICE #2024385925-4 and UCC3 filing and NOTICE  
23 #2024402990-2 (Exhibits C and D).

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

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

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

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

11 **Fraudulent Alteration of Signature, Coercion, Assault, Torture,**  
12 **Kidnapping:**

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

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

23       2. Defendant Robert Gell went as far as aggressively rushing around a desk  
24 and assaulting Kevin, and snatching a pen from his hand, simply because the  
25 attempted to write 'under duress' by his signature.

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

4. Defendant Robert Gell stated he had no idea what an attorney-in-fact is and that Kevin: Walker was a, [""]jackass[""] for stating that such a thing exists, evidencing Gell's incompetence.

### **Fruit of the Poisonous Tree Doctrine:**

105. Plaintiff further asserts and establishes **again** on the record that the undisputedly unlawful and unconstitutional stop, arrest, and subsequent actions of the Defendants/Respondents are in violation of the Fourth Amendment to the Constitution of the united States of America and constitute an unlawful arrest and seizure. The "**fruit of the poisonous tree**" doctrine, as articulated by the U.S. Supreme Court, establishes that any evidence obtained as a result of an unlawful stop or detainment is tainted and inadmissible in any subsequent proceedings. The unlawful actions of Gregory D. Eastwood, Robert C. V. Bowman, George Reyes, William Pratt, and Robert Gell including *but not limited to* the issuance of fraudulent citations/contracts under threat, duress, and coercion, render all actions and evidence derived therefrom **void ab initio**. See *Wong Sun v. United States*, 371 U.S. 471 (1963).

106. Plaintiff therefore declares and demands that all actions and evidence obtained in connection with this unlawful stop be deemed inadmissible and void as fruits of the poisonous tree.

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

### **Use defines classification:**

1. It is **well established law** that the **highways** of the state are **public property**, and **their primary and preferred use is for private purposes**, and that their use for purposes of gain is special and extraordinary which, generally at least, the legislature may prohibit or condition as it sees fit." **Stephenson vs. Rinford**, 287 US 251; **Pachard**

- 1        **vs Banton**, 264 US 140, and cases cited; **Frost and F. Trucking Co. vs.**  
2        **Railroad Commission**, 271 US 592; **Railroad commission vs. Inter-**  
3        **City Forwarding Co.**, 57 SW.2d 290; **Parlett Cooperative vs. Tidewater**  
4        **Lines**, 164 A. 313
- 5        2. The [California Motor Vehicle Code, section 260](#): Private cars/vans  
6        etc. not in commerce / for profit, are immune to registration fees:
- 7                (a) A "**commercial vehicle**" is a vehicle of a type **REQUIRED** to  
8                be **REGISTERED** under this code".
- 9                (b) "Passenger vehicles which are **not used** for the transportation  
10              of persons **for hire**, compensation or profit, and housecars, **are**  
11              **not commercial vehicles**".
- 12              (c) "a vanpool vehicle is not a **commercial** vehicle."
- 13        3. [18 U.S. Code § 31 - Definition](#), expressly stipulates, "The term "**motor**  
14        **vehicle**" means every description of carriage or other contrivance  
15        propelled or drawn by mechanical power **and used for commercial**  
16        **purposes** on the highways in the transportation of passengers,  
17        passengers and property, or property or cargo".
- 18        4. A vehicle not used for **commercial** activity is a "consumer goods",  
19        ...it is **NOT** a type of vehicle **required** to be registered and "use  
20        tax" paid of which the tab is evidence of receipt of the tax." Bank  
21        of Boston vs Jones, 4 UCC Rep. Serv. 1021, 236 A2d 484, UCC PP  
22        9-109.14.
- 23        5. " The '**privilege**' of using the streets and highways by the operation thereon of  
24        motor carriers **for hire** can be acquired only by permission or license from the  
25        state or its political subdivision. " — Black's Law Dictionary, 5th ed, page 830.
- 26        6. "It is held that a tax upon common carriers by motor vehicles is based upon  
27        a reasonable classification, and does not involve any unconstitutional  
28        discrimination, although it does **not apply to private** vehicles, or those

1       used by the owner in his own business, and not for hire.” **Desser v. Wichita,**  
2       **(1915) 96 Kan. 820; Iowa Motor Vehicle Asso. v. Railroad Comrs., 75 A.L.R.**  
3       **22.**

4       7. “Thus self-driven vehicles are **classified according to the use** to which they  
5       are put rather than according to the means by which they are propelled.” Ex  
6       Parte Hoffert, 148 NW 20.

7       8. In view of this rule a statutory provision that the supervising officials  
8       **“may”** exempt such persons when the transportation is not on a [commercial](#)  
9       basis means that they **“must” exempt them.**” **State v. Johnson, 243 P. 1073;**  
10      **60 C.J.S. section 94 page 581.**

11      9. **"The use to which an item is put, rather than its physical characteristics,**  
12      determine whether it should be classified as “consumer goods” under UCC  
13      9- 109(1) or “equipment” under UCC 9-109(2).” **Grimes v Massey Ferguson,**  
14      **Inc., 23 UCC Rep Serv 655; 355 So.2d 338 (Ala., 1978).**

15      10. **"Under UCC 9-109 there is a real distinction between goods purchased for**  
16      personal use and those purchased for business use. The two are mutually  
17      exclusive and the **principal use to which the property is put should be**  
18      **considered as determinative.**” **James Talcott, Inc. v Gee, 5 UCC Rep Serv**  
19      **1028; 266 Cal.App.2d 384, 72 Cal.Rptr. 168 (1968).**

20      11. **"The classification of goods in UCC 9-109 are mutually exclusive."**  
21      **McFadden v Mercantile-Safe Deposit & Trust Co., 8 UCC Rep Serv 766;**  
22      **260 Md 601, 273 A.2d 198 (1971).**

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

26      13. **"The definition of “goods” includes an automobile." Henson v Government**  
27      **Employees Finance & Industrial Loan Corp., 15 UCC Rep Serv 1137; 257 Ark**  
28      **273, 516 S.W.2d 1 (1974).**



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

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

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

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

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

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

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

20. "Even the legislature **has no power** to deny to a citizen the **right** to travel upon the highway and transport his property in the ordinary course of his

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

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

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

- 1 23. "Even the legislature has no power to deny to a citizen the **right** to travel  
2 upon the highway and transport his/her property in the ordinary course of  
3 his business or pleasure, though this right may be regulated in accordance  
4 with the public interest and convenience." ["regulated" means traffic safety  
5 enforcement, stop lights, signs etc.] — Chicago Motor Coach v. Chicago, 169  
6 NE 22.
- 7 24. "The claim and exercise of a constitutional **right** cannot be converted into a  
8 crime." — Miller v. U.S., 230 F 2d 486, 489.
- 9 25. "There can be no sanction or penalty imposed upon one because of this  
10 exercise of constitutional **rights**." — Sherar v. Cullen, 481 F. 945.
- 11 26. The **right** of the citizen to **travel** upon the highway and to transport his  
12 property thereon, in the ordinary course of life and business, differs  
13 radically and obviously from that of one who makes the highway his place  
14 of business for private gain in the running of a stagecoach or omnibus." —  
15 State vs. City of Spokane, 186 P. 864.
- 16 27. "The **right** of the citizen to **travel** upon the public highways and to transport  
17 his/her property thereon either by carriage or automobile, is **not** a mere  
18 **privilege** which a city [or State] may prohibit or permit at will, but a  
19 common right which he/she has under the **right** to life, liberty, and the  
20 pursuit of happiness." — Thompson v. Smith, 154 SE 579.
- 21 28. "The **right** of the Citizen to **travel** upon the public highways and to  
22 transport his property thereon, in the ordinary course of life and  
23 business, is a common **right** which he has under the **right** to enjoy life  
24 and liberty, to acquire and possess property, and to pursue happiness  
25 and safety. It includes the right, in so doing, to use the ordinary and  
26 usual conveyances of the day, and under the existing modes of **travel**,  
27 includes the right to drive a horse drawn carriage or wagon thereon or  
28 to operate an automobile thereon, for the usual and ordinary purpose

1 of life and business.” — Thompson vs. Smith, supra.; Teche Lines vs.  
2 Danforth, Miss., 12 S.2d 784.

3 29. "The use of the highways for the purpose of **travel** and transportation is not  
4 a mere **privilege**, but a common and fundamental **Right** of which the public  
5 and the individual cannot be rightfully deprived.” — Chicago Motor Coach  
6 vs. Chicago, 169 NE 22; Ligare vs. Chicago, 28 NE 934; Boon vs. Clark, 214  
7 SSW 607; 25 Am.Jur. (1st) Highways Sect.163.

8 30. "The **right** to b is part of the Liberty of which a citizen cannot deprived without  
9 due process of law under the Fifth Amendment. This Right was emerging as early  
10 as the Magna Carta.” — Kent vs. Dulles, 357 US 116 (1958).

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

13 32. "Personal liberty largely consists of the Right of locomotion -- to go where  
14 and when one pleases -- only so far restrained as the Rights of others may  
15 make it necessary for the welfare of all other citizens. The **Right** of the  
16 Citizen to **travel** upon the public highways and to transport his property  
17 thereon, by horse drawn carriage, wagon, or automobile, is not a mere  
18 **privilege** which may be permitted or prohibited at will, but the  
19 common **Right** which he has under his **Right** to life, liberty, and the pursuit  
20 of happiness. Under this Constitutional guarantee one may, therefore, under  
21 normal conditions, **travel** at his inclination along the public highways or in  
22 public places, and while conducting himself in an orderly and decent  
23 manner, neither interfering with nor disturbing another's Rights, he will be  
24 protected, not only in his person, but in his safe conduct.” — II Am.Jur. (1st)  
25 Constitutional Law, Sect.329, p.1135.

26 33. Where **rights** secured by the Constitution are involved, **there can be no rule**  
27 **making or legislation** which would abrogate them.” — Miranda v. Arizona,  
28 384 U.S.

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

### **NO QUALIFIED OR LIMITED IMMUNITY**

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

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

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

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

39. "Ignorance of the law does not excuse misconduct in anyone, least of all in a sworn officer of the law." **In re McCowan** (1917), 177 C. 93, 170 P. 1100.

40. "All are presumed to know the law." **San Francisco Gas Co. v. Brickwedel** (1882), 62 C. 641; **Dore v. Southern Pacific Co.** (1912), 163 C. 182, 124 P. 817; **People v. Flanagan** (1924), 65 C.A. 268, 223 P. 1014; **Lincoln v. Superior Court** (1928), 95 C.A. 35, 271 P. 1107; **San Francisco Realty Co. v. Linnard** (1929), 98 C.A. 33, 276 P. 368.

41. "It is one of the fundamental maxims of the common law that ignorance of the law excuses no one." **Daniels v. Dean** (1905), 2 C.A. 421, 84 P. 332.

## Legal Maxims, Standards, and Principles

108. Plaintiff cites the following established legal maxims, standards, and principles.

- **Unrebutted Affidavits as Judgment in Commerce:** Plaintiff's unrebutted affidavits are binding truth under the maxim, "**An unrebutted affidavit becomes the judgment in commerce.**"
- **Res Judicata and Collateral Estoppel:** Defendants are **barred** from contesting the finality of Plaintiff's claims under the doctrines of **res judicata** and **collateral estoppel**, as all material facts and claims have been resolved conclusively.
- **Breach of U.C.C. Obligations and Presumed Dishonor:** Defendants' dishonor and default are evidenced by their failure to fulfill obligations defined by **U.C.C. § 3-505** (see Exhibit L) and other applicable statutes.
- **ALL ARE EQUAL UNDER THE LAW.** — 'No one is above the law.'
- **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE EXPRESSED.** — 'To lie is to go against the mind.'
- **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.**
- **IN COMMERCE TRUTH IS SOVEREIGN.** — Truth is sovereign -- and the Sovereign tells only the truth.
- **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.** — 'He who does not deny, admits.'
- "Statements of fact contained in affidavits which are not rebutted by the opposing party's affidavit or pleadings **may[must]** be accepted as true by the trial court." --Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976).
- See, *Sieb's Hatcheries, Inc. v. Lindley*, 13 F.R.D. 113 (1952)., "Defendant(s) made no request for an extension of time in which to answer the request for admission of facts and filed only an unsworn response



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

- 10 • 'The state **cannot** diminish **Rights** of the **people**.' — Hurtado vs. California,  
11 110 US 516.
- 12 • "Public officials are not immune from suit when they transcend their lawful  
13 authority by invading constitutional **rights**." — AFLCIO v. Woodward, 406  
14 F2d 137 t.
- 15 • "Immunity **fosters neglect and breeds irresponsibility** while liability  
16 promotes care and caution, which caution and care is owed by the  
17 government to its people." (Civil Rights) **Rabon vs Rowen Memorial**  
18 **Hospital, Inc.** 269 N.S. 1, 13, 152 SE 1 d 485, 493.
- 19 • "Judges not only can be sued over their official acts, but could be held **liable**  
20 **for injunctive and declaratory relief and attorney's fees**." **Lezama v. Justice**  
21 **Court**, A025829.
- 22 • "Ignorance of the law does **not** excuse misconduct in anyone, least of all in a sworn  
23 officer of the law." In re McCowan (1917), 177 C. 93, 170 P. 1100.
- 24 • "**All are presumed to know the law**." San Francisco Gas Co. v. Brickwedel  
25 (1882), 62 C. 641; Dore v. Southern Pacific Co. (1912), 163 C. 182, 124 P. 817;  
26 People v. Flanagan (1924), 65 C.A. 268, 223 P. 1014; Lincoln v. Superior Court  
27 (1928), 95 C.A. 35, 271 P. 1107; San Francisco Realty Co. v. Linnard (1929), 98  
28 C.A. 33, 276 P. 368.

- 1 • "It is one of the fundamental maxims of the common law that **ignorance of the**
- 2 **law excuses no one.**" Daniels v. Dean (1905), 2 C.A. 421, 84 P. 332.
- 3 • "the people, not the States, are sovereign." — Chisholm v. Georgia, 2 Dall. 419, 2
- 4 U.S. 419, 1 L.Ed. 440 (1793).
- 5 • **HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.** — 'He
- 6 who does not repel a wrong when he can occasions it.'
- 7 • **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN**
- 8 **COMMERCE.** — **There is nothing left to resolve.**

### 9 **FIRST CAUSE OF ACTION**

#### 10 **(For Fraud and Misrepresentation against all Defendants)**

11 109. Plaintiff re-affirms and incorporates paragraphs 1 through 108 as if set forth  
12 herein.

13 110. Defendants, acting under **color of law**, have *willfully and intentionally*  
14 engaged in **fraudulent** conduct by knowingly **misrepresenting** material facts  
15 regarding their authority and jurisdiction over Plaintiff, thereby violating Plaintiff's  
16 constitutionally protected **private rights**.

17 111. Defendants' fraudulent misconduct includes, but is not limited to,  
18 fabricating legal authority, creating false claims, unlawfully detaining and  
19 interfering with Plaintiff's **private** affairs, and initiating legal proceedings devoid of  
20 any lawful basis.

21 112. Defendants knowingly misrepresented their authority to enforce **statutory**  
22 **provisions** against Plaintiff, fabricated legal obligations, and unlawfully seized or  
23 interfered with Plaintiff's **private** property, all with the intent to deprive Plaintiff of  
24 their rights, property, and financial interests **under the guise of lawful authority**.

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

114. Defendants' fraudulent misrepresentation and deceit violate Plaintiff's **private** rights under various statutes that provide for a '**private right of action**', including but not limited to:

- **42 U.S. Code § 1983 (Civil Action for Deprivation of Rights)** – Establishes liability for any person acting under color of law who deprives another of their constitutionally protected rights, privileges, or immunities.
- **18 U.S. Code § 1001 (False Statements Act)** – Criminalizes knowingly making false statements or fraudulent misrepresentations in legal and administrative proceedings.
- **18 U.S. Code § 1341 (Mail Fraud)** – Prohibits the use of U.S. mail to transmit fraudulent documents with intent to deceive.
- **15 U.S. Code § 1692 (Fair Debt Collection Practices Act, FDCPA)** – Prohibits fraudulent misrepresentation and deceptive practices used to enforce unlawful claims against individuals, including fabricated financial obligations.
- **UCC § 1-308 (Performance or Acceptance Under Reservation of Rights)** – Protects individuals from unknowingly waiving rights under fraudulent or coercive contracts or enforcement actions.

115. By willfully and intentionally engaging in the fraudulent conduct described above, Defendants have violated statutory and constitutional protections, resulting in the Plaintiff being subjected to:

- **Unlawful deprivation of property and private rights**
- **Financial losses due to fraudulent enforcement actions**
- **Harm to their reputation, business, and economic interests**
- **Emotional distress and significant hardship resulting from Defendants' unlawful conduct**

116. Defendants, by their own actions, willful silence, non-compliance, and tacit admission, have engaged in the unlawful conduct described in this complaint. As such, these facts must be taken as true and are dispositive in this action.

117. Defendants' wrongful conduct includes but is not limited to:

- **Fabrication of authority and fraudulent claims to enforce laws against Plaintiff**
- **Knowingly misrepresenting their jurisdiction and legal standing to detain, fine, or seize property**
- **Use of fraudulent documentation and legal proceedings to impose unlawful penalties and restrictions**
- **Unlawful use of U.S. Postal Service and other communication channels to further their fraudulent scheme**

118. As a direct result of Defendants' fraudulent and unlawful actions, Plaintiff has suffered severe and irreparable harm, including but not limited to:

- **Deprivation of private property without due process**
- **Violation of constitutionally protected rights and immunities**
- **Financial and economic damages stemming from Defendants' unlawful interference**
- **Psychological and emotional distress caused by Defendants' oppressive conduct**

119. 18 U.S. Code § 1341 - Frauds and swindles, expressly stipulates:

**"whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, or to sell, dispose of, loan, exchange, alter, give away, distribute, supply, or furnish or procure for unlawful use any counterfeit or spurious coin, obligation, **security, or other article**, or anything represented to be or intimated or held out to be such counterfeit or spurious article, for the purpose of executing such scheme or artifice or attempting so to do, **places in any post office** or authorized depository for mail matter, any matter or thing whatever to be sent or delivered by the Postal Service, or**

1 deposits or causes to be deposited any matter or thing whatever to be sent or  
2 delivered by any private or commercial interstate carrier, or takes or receives  
3 therefrom, any such matter or thing, or knowingly causes to be delivered by  
4 mail or such carrier according to the direction thereon, or at the place at  
5 which it is directed to be delivered by the person to whom it is addressed,  
6 **any such matter or thing, shall be fined under this title or imprisoned not**  
7 **more than 20 years, or both.** If the violation occurs in relation to, or involving  
8 any benefit authorized, transported, transmitted, transferred, disbursed, or  
9 paid in connection with, a presidentially declared major disaster or  
10 emergency (as those terms are defined in section 102 of the Robert T. Stafford  
11 Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122)), or affects a  
12 financial institution, such person shall be fined not more than \$1,000,000 or  
13 imprisoned not more than **30 years, or both.**"

14 ***SECOND (2nd) CAUSE OF ACTION***

15 ***(For Breach of Contract against all Defendants)***

16 120. Plaintiff re-affirms and incorporates paragraphs 1 through 119 as if set forth  
17 herein

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

21 122. **Nature of Defendants' Breach:** Defendants' breach includes, but is not  
22 limited to, the failure to perform specified duties, the pursuit of false claims of debt,  
23 and the illegal, unlawful, and unconstitutional seizure of **Plaintiff's private**  
24 **property without proper contractual or legal authority.**

25 123. **Violation of Contract Agreement:** Defendants' conduct constitutes a  
26 violation of both the express and implied terms of the agreement, including  
27 Defendants' obligations to act in good faith and deal fairly with Plaintiff, resulting  
28 in substantial financial harm, injury, and damages to Plaintiff.

1       **124. U.C.C. § 2-202 Compliance:** Pursuant to U.C.C. § 2-202, which establishes  
2 the **parol evidence rule** and affirms the **final written expression** of a contract,  
3 Defendants are bound by the agreed-upon terms that constitute the complete and  
4 exclusive statement of the agreement.

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

12       **126. Obligations under U.C.C.:** Defendants' agreement to these terms thereby  
13 creates binding obligations under U.C.C. **Article 2** as well as other relevant sections,  
14 such as U.C.C. §§ 1-103, 1-202, 2-204, and 2-206. Despite these clear terms,  
15 Defendants, through various improper and bad-faith actions, breached the contract  
16 by failing to settle and close the account, refusing to reconvey the title free of  
17 encumbrances, and neglecting to settle the debt owed to Plaintiff.

18       **127. Failure to Cease Illegal Activities:** Defendants also failed to cease any  
19 illegal, unlawful, and unconstitutional collection efforts on an undisputedly  
20 fraudulent debt, engaging in conduct that included but was not limited to threats,  
21 violations of Plaintiff's ***inherent and unalienable*** rights, racketeering, paper  
22 terrorism, coercion, extortion, bank fraud, monopolization of trade and commerce,  
23 restraint-of-trade violations, deprivation of rights, conspiracy under color of law,  
24 breach of the implied covenant of good faith and fair dealing, identity theft, and  
25 taking unreasonable positions that forced Plaintiff into litigation.

26       **128. Material Breach and Deprivation of Bargain:** This failure to perform, along  
27 with the unauthorized actions, directly violates the terms and conditions of the  
28 express contract security agreements. These actions constitute a material breach that



has deprived Plaintiff of the benefit of their bargain, as defined under U.C.C. § 2-202 and related provisions that govern the enforceability of the final contract terms.

**129. Private Right of Action:**

- Plaintiff hereby asserts a **Private Right of Action** to enforce their rights under the Contract and Security Agreements, as well as the **Uniform Commercial Code**.
- Plaintiff is entitled to bring this action pursuant to U.C.C. § 2-202, U.C.C. §§ 1-103, 1-202, 2-204, and Article 9 to seek appropriate remedies, including but not limited to compensatory damages, punitive damages, declaratory relief, and equitable remedies as the Court may deem just and proper.

**130. Plaintiff's Private Rights of Action under Embezzlement Laws:**

- Plaintiff asserts their **Private Right of Action** under 18 U.S.C. § 666 for embezzlement, as well as common law embezzlement principles, for the wrongful appropriation of funds and assets by Defendants.
- 18 U.S.C. § 666 provides a federal basis for a **Private Right of Action** when Defendants have engaged in fraudulent misapplication or theft of funds, particularly when those funds are derived from financial institutions or governmental transactions. Plaintiff is entitled to restitution for any funds or assets misappropriated and for damages caused by Defendants' fraudulent conduct, including any related losses.

***THIRD (3rd) CAUSE OF ACTION***

**(For Theft, Embezzlement, and Fraudulent Misapplication of Funds and Assets against all Defendants)**

131. Plaintiff re-affirms and incorporates paragraphs 1 through 130 as if fully set forth herein.

132. Defendants engaged in illegal, unlawful, unconstitutional, and fraudulent acts, including but not limited to:

- 1 • **Embezzling funds and/or assets entrusted to their care.**
- 2 • **Executing unconstitutional and unlawful seizures of assets and private**
- 3 **property without legal standing or proper authorization.**
- 4 • **Fraudulently transferring or attempting to transfer ownership of**
- 5 **Plaintiff's property through deceit, deception, and abuse of process.**
- 6 • **Creating a fraudulent claim of ownership and title to the property,**
- 7 **depriving Plaintiff of their legal rights, interests, and equity.**

8 133. Plaintiff affirms, as evidenced by **Exhibits I, J, K, L, and N**, that Defendants,  
9 including any officers, directors, agents, or employees connected to financial institutions,  
10 acted in direct violation of federal law and fiduciary obligations. Specifically:

- 11 • **Defendants, while acting in their capacity as agents or employees of**
- 12 **financial institutions, fraudulently misapplied or embezzled funds and**
- 13 **property entrusted to their care.**
- 14 • **The misappropriation and subsequent unconstitutional and unlawful**
- 15 **seizures resulted in direct harm to Plaintiff, including but not limited to**
- 16 **financial loss, damage to property interests, and violations of**
- 17 **constitutional and statutory rights.**

18 134. Defendants' actions are actionable under **federal statutes** providing a  
19 **private right of action**, including but not limited to:

- 20 • **12 U.S. Code § 503** – Allows individuals harmed by the embezzlement or
- 21 **misapplication of funds to seek civil remedies.**
- 22 • **18 U.S. Code § 656 (Theft, Embezzlement, or Misapplication by Bank**
- 23 **Officer or Employee)** – Criminalizes the willful misapplication, abstraction,
- 24 **or embezzlement of funds by any officer, director, agent, or employee of a**
- 25 **financial institution, Federal Reserve bank, or insured depository**
- 26 **institution.**
- 27 • **Federal and State Consumer Protection Laws** – Prohibit deceptive and fraudulent
- 28 **practices in financial transactions, including wrongful claims of ownership.**

1       **135. Defendants violated fiduciary duties** owed to Plaintiff as property owner  
2 and rightful asset holder **by acting in bad faith** and *without* lawful authority,  
3 willfully misapplying funds, purloining assets, and engaging in acts of fraud,  
4 resulting in injury, harm, and damages to Plaintiff.

5       136. Defendants' conduct constitutes willful and intentional violations of the law  
6 and warrants treble damages pursuant to applicable statutes.

7       **137. 18 U.S. Code § 656 (Theft, Embezzlement, or Misapplication by Bank**  
8 **Officer or Employee)** expressly stipulates that:

9           *"Whoever, being an officer, director, agent or employee of, or connected*  
10 *in any capacity with any Federal Reserve bank, member bank, depository*  
11 *institution holding company, national bank, insured bank, branch or*  
12 *agency of a foreign bank, or organization operating under section 25 or*  
13 *section 25(a) of the Federal Reserve Act, or a receiver of a national bank,*  
14 *insured bank, branch, agency, or organization or any agent or employee*  
15 *of the receiver, or a Federal Reserve Agent, or an agent or employee of a*  
16 *Federal Reserve Agent or of the Board of Governors of the Federal*  
17 *Reserve System, embezzles, abstracts, purloins or willfully misapplies*  
18 *any of the moneys, funds or credits of such bank, branch, agency, or*  
19 *organization or holding company or any moneys, funds, assets or*  
20 *securities entrusted to the custody or care of such bank, branch, agency,*  
21 *or organization, or holding company or to the custody or care of any*  
22 *such agent, officer, director, employee or receiver, shall be fined not more*  
23 *than \$1,000,000 or imprisoned not more than 30 years, or both..."*

24       As a direct result of Defendants' theft, embezzlement, and  
25 fraudulent misapplication of funds and assets, Plaintiff has been  
26 unlawful and unconstitutionally subjected to mental anguish,  
27 emotional trauma, **financial loss, deprivation of property,**  
28 **reputational harm, and emotional distress.**

***FOURTH (4th) CAUSE OF ACTION***  
**(For Fraud, Forgery, and Unauthorized Use of Identity against all Defendants)**

138. Plaintiff re-affirms and incorporates paragraphs 1 through 137 as if fully set forth herein.

139. Plaintiff affirms that Defendants **illegally, unlawfully, and unconstitutionally** used Plaintiff's identity, including estate and trust information, without Plaintiff's consent or authorization, for their own benefit by creating false financial instruments, misrepresentations, and fraudulent claims to the subject private property.

140. Defendants intentionally, willfully, and knowingly engaged in **fraudulent conduct** by attempting to **unlawfully and unconstitutionally seize Plaintiff's private property** without Plaintiff's consent or any legal or lawful authority. In furtherance of their **illegal, unlawful, and unconstitutional actions**, Defendants:

- **Forged Plaintiff's signature** on financial documents and legal instruments.
- **Obtained Plaintiff's signature under false pretenses.**
- **Used these falsified and fraudulent documents** to support their unlawful **seizure attempts** and misrepresent their claims of ownership or control over the subject private property.

141. Plaintiff affirms that Defendants' fraudulent actions, including **forgery and the unauthorized use of Plaintiff's identity**, violate common law principles of **fraud, forgery, and identity theft**, as well as applicable **state and federal statutes**, including but not limited to:

- **15 U.S. Code § 1681n (Fair Credit Reporting Act)** – Provides a private right of action for willful and knowing violations related to the misuse of personal and financial information.
- **15 U.S. Code § 1692e (Fair Debt Collection Practices Act)** – Provides a private right of action prohibiting false, deceptive, or misleading representations in the collection of debts.

- 1 • **18 U.S. Code § 1028A (Aggravated Identity Theft)** – Establishes criminal  
2 liability and additional penalties for knowingly using or transferring  
3 another person's identity without lawful authority.
- 4 • **State Civil Code on Forgery or Fraudulent Misrepresentation** – Provides a  
5 private right of action prohibiting the falsification of documents and  
6 misrepresentation in financial transactions and property matters.

7 **142. Private Right of Action:** Plaintiff asserts a **private right of action** to enforce  
8 their rights under the **Fair Credit Reporting Act (15 U.S.C. § 1681n)**, the **Fair Debt**  
9 **Collection Practices Act (15 U.S.C. § 1692e)**, and applicable state and federal laws  
10 **prohibiting identity theft, fraud, and forgery.**

11 **143.** Plaintiff further affirms that **Defendants' conduct constitutes a willful and**  
12 **intentional scheme to deprive Plaintiff of their property**, as follows:

- 13 • **The creation of false financial instruments and forged signatures**  
14 **demonstrates a pattern of fraudulent misrepresentation and forgery.**
- 15 • **The misuse of Plaintiff's identity**, including estate and trust information,  
16 **constitutes a direct violation of Plaintiff's rights** to privacy, autonomy, and  
17 **protection from unauthorized exploitation.**

18 **144.** Defendants' **unlawful** actions have directly caused **harm** to Plaintiff,  
19 **including:**

- 20 • **Loss of property value, enjoyment, and equity.**
- 21 • **Emotional distress, humiliation, mental trauma, and reputational harm.**
- 22 • **Financial expenses incurred in defending against fraudulent seizure**  
23 **actions and restoring rightful title to the property.**

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

27 **146. 18 U.S. Code § 1025 (Fraudulent Acquisition of Property or Signatures)**  
28 **expressly stipulates:**

1       *"Whoever, upon any waters or vessel within the special maritime and territorial*  
2       *jurisdiction of the United States, by any fraud, or false pretense, obtains from any person*  
3       *anything of value, or procures the execution and delivery of any instrument of writing or*  
4       *conveyance of real or personal property, or the signature of any person, as maker, endorser,*  
5       *or guarantor, to or upon any bond, bill, receipt, promissory note, draft, or check, or any*  
6       *other evidence of indebtedness, or fraudulently sells, barter, or disposes of any bond, bill,*  
7       *receipt, promissory note, draft, or check, or other evidence of indebtedness, for value,*  
8       *knowing the same to be worthless, or knowing the signature of the maker, endorser, or*  
9       *guarantor thereof to have been obtained by any false pretenses, shall be fined under this*  
10      *title or imprisoned not more than five years, or both."*

11      **147. 18 U.S. Code § 1028A (Aggravated Identity Theft)** expressly stipulates:

12      *"Whoever, during and in relation to any felony violation enumerated in subsection*  
13      *(c), knowingly transfers, possesses, or uses, without lawful authority, a means of*  
14      *identification of another person shall, in addition to the punishment provided for*  
15      *such felony, be sentenced to a term of imprisonment of 2 years. (2) Terrorism*  
16      *offense. – Whoever, during and in relation to any felony violation enumerated in*  
17      *section 2332b(g)(5)(B), knowingly transfers, possesses, or uses, without lawful*  
18      *authority, a means of identification of another person or a false identification*  
19      *document shall, in addition to the punishment provided for such felony, be*  
20      *sentenced to a term of imprisonment of 5 years."*

21      148. As a direct result of Defendants' fraud, forgery, and unauthorized use of  
22      Plaintiff's identity, Plaintiff has suffered financial loss, deprivation of property,  
23      reputational harm, and emotional distress.

24                                      **FIFTH (5th) CAUSE OF ACTION**

25      **(For Monopolization of Trade and Commerce, and Unfair Business**  
26                                      **Practices against all Defendants)**

27      149. Plaintiff re-affirms and incorporates paragraphs 1 through 148 as if fully set  
28      forth herein.



1 150. Plaintiff affirms that Defendants, in **violation of 15 U.S.C. § 2**, willfully  
2 engaged in **monopolization of trade and commerce** by manipulating financial  
3 systems and processes to further their fraudulent objectives. Specifically,  
4 Defendants engaged in **illegal and unlawful conduct**, including but not limited to:

- 5 • **Fabricating false debts** and creating **fraudulent security interests** without  
6 Plaintiff's knowledge, authorization, or consent.
- 7 • **Utilizing financial institutions** to process **unlawful and unconstitutional**  
8 **seizures of private property** through fraudulent claims.
- 9 • **Engaging in deceptive and unfair business practices** designed to  
10 **monopolize trade and commerce, restrain competition, and deprive**  
11 **Plaintiff of their rightful property and legal protections.**

12 151. Defendants' actions, as alleged, were part of a larger **scheme to monopolize**  
13 **trade and commerce** through **unfair and deceptive practices**, thereby violating  
14 applicable civil statutes, including but not limited to:

- 15 • **15 U.S.C. § 15(a) (Clayton Act)** – Provides a **private right of action** for  
16 damages resulting from anticompetitive and monopolistic practices.
- 17 • **15 U.S.C. § 2 (Sherman Act)** – Prohibits monopolization, attempts to  
18 monopolize, and conspiracies to monopolize trade and commerce.
- 19 • **State Unfair Competition Laws** – Prohibit **fraudulent, deceptive, and**  
20 **unlawful business practices** in trade and commerce.
- 21 • **Uniform Commercial Code (U.C.C.)** – Governs **negotiable instruments,**  
22 **discharge of obligations, and fair trade practices.**

23 152. **Private Right of Action:** Plaintiff asserts a private right of action to enforce  
24 their rights under 15 U.S.C. § 15(a) (Clayton Act), the Sherman Act (15 U.S.C. § 2),  
25 state unfair competition laws, and the UCC to seek appropriate remedies, including  
26 but not limited to:

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

- **Injunctive relief to prevent further monopolistic and fraudulent practices.**

153. As part of this fraudulent scheme, Defendants engaged in unfair and deceptive business practices by:

- **Creating false debts and fabricating fraudulent security interests.**
- **Fraudulently misrepresenting and concealing material facts** regarding the nature and validity of alleged debts.
- **Engaging in a calculated effort to monopolize trade and commerce** by suppressing competition and enforcing unlawful claims against Plaintiff's private property.
- **Violating Plaintiff's rights** under applicable **common law and civil statutes.**

154. Plaintiff further **asserts and affirms** that Defendants' actions were part of a broader scheme to unfairly restrain trade and commerce by:

- **Leveraging fraudulent financial instruments** to secure unlawful gains.
- **Misusing public policy and statutory frameworks** to enforce monopolistic practices.
- **Exploiting their position of power within the financial system** to deprive Plaintiff of lawful protections and remedies.

155. Plaintiff affirms that Defendants' actions, in violation of 15 U.S.C. § 2, caused direct harm and damages to Plaintiff's financial and legal interests.

156. **15 U.S.C. § 2 (Sherman Act) expressly stipulates:**

*"Every person who shall monopolize, or attempt to monopolize, or combine or conspire with any other person or persons, to monopolize any part of the trade or commerce among the several States, or with foreign nations, shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine not exceeding \$100,000,000 if a corporation, or, if any other person, \$1,000,000, or by imprisonment not exceeding 10 years, or by both said punishments, in the discretion of the court."*

1 157. Plaintiff affirms that Defendants' illegal, unlawful, and unconstitutional  
2 practices directly resulted in injury and harm, warranting the imposition of treble  
3 damages under 15 U.S.C. § 15(a), which provides for compensation in cases of  
4 antitrust violations and monopolistic practices.

5 158. Plaintiff further affirm that Defendants' conduct constitutes willful,  
6 intentional, and egregious violations of their rights, including but not limited to:

- 7 • **Deprivation of property without due process of law.**
- 8 • **Restraint of trade and competition in violation of public policy.**
- 9 • **Fraudulent business practices designed to defraud Plaintiff and gain**  
10 **unlawful advantage.**

11 159. As a direct result of Defendants' monopolization of trade and commerce  
12 and unfair business practices, Plaintiff has suffered financial loss, deprivation of  
13 property, reputational harm, and emotional distress

14 ***SIXTH (6th) CAUSE OF ACTION***

15 **(For *Deprivation of Rights Under the Color of Law* against all Defendants)**

16 **(Private Cause of Action under 42 U.S.C. § 1983 and Constitutional Law)**

17 160. Plaintiff re-affirms and incorporates paragraphs 1 through 159 as if fully set  
18 forth herein.

19 161. Plaintiff affirms that **Defendants, acting under color of law, willfully and**  
20 ***intentionally*** deprived Plaintiff of rights **inherent and *unalienable*** secured by the  
21 Constitution and laws of the United States, specifically in violation of 42 U.S.C. §  
22 1983.

23 162. Plaintiff affirms that Defendants engaged in **illegal, unlawful, and coercive**  
24 **actions** by threatening the **unconstitutional and unlawful seizure of Plaintiff's**  
25 **private property** through fraudulent enforcement proceedings. These actions  
26 included but were not limited to:

- 27 • **Attempting to coerce Plaintiff into complying with baseless and unlawful**  
28 **financial demands** under the imminent threat of losing their property.

- **Depriving Plaintiff of their property rights and protections secured by the Fifth and Fourteenth Amendments of the United States Constitution.**
- **Exercising fraudulent and deceptive practices designed to unjustly enrich Defendants at Plaintiff's expense.**

163. Plaintiff affirms that Defendants' actions **violated Plaintiff's due process rights**, as secured by the **Fifth and Fourteenth Amendments**, by failing to provide **proper notice, fair hearings, and lawful justification** for their unconstitutional and unlawful enforcement actions.

164. Plaintiff affirms and asserts that Defendants' conduct **caused direct harm** to Plaintiff, resulting in **significant emotional, financial, and legal damages**.

Specifically, Defendants' actions deprived Plaintiff of:

- **The right to due process of law**, secured and protected by the **Fifth and Fourteenth Amendments** of the Constitution.
- **The right to be free from coercion and extortion under color of law.**
- **The right to enjoy private property without unlawful interference or deprivation.**

165. **Private Right of Action:** Plaintiff respectfully demands relief for the injury, damage, and harm caused by Defendants' actions, as authorized under **42 U.S.C. § 1983**, which provides a **private right of action** for the deprivation of constitutional rights under color of state law.

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

*"If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same; or If two or more persons go in disguise on the highway, or on the premises of another, with intent to prevent or hinder his free exercise or enjoyment of any right or privilege so secured – They shall be fined under this title or imprisoned not more than ten years, or both."*

1 167. Plaintiff further asserts and affirms that Defendants, acting under the  
2 authority and guise of legal processes, conspired to deprive Plaintiff of their  
3 **constitutional rights**. These actions represent a **calculated** effort to abuse their  
4 positions and disregard established legal and constitutional protections.

5 168. Plaintiff further affirms that Defendants' actions represent a systematic and  
6 deliberate violation of Plaintiff's rights and protections under the United States  
7 Constitution and federal law, warranting full and appropriate relief as determined  
8 by this Court.

9 169. Plaintiff further affirms that Defendants, acting under the authority and  
10 guise of legal processes, conspired to deprive Plaintiff of their constitutional rights.  
11 These actions represent a calculated effort to abuse their positions and disregard  
12 established legal and constitutional protections.

13 170. Plaintiff further affirms that Defendants' actions represent a systematic and  
14 deliberate violation of Plaintiff's rights and protections under the United States  
15 Constitution and federal law, warranting full and appropriate relief as determined  
16 by this Court.

### 17 *SEVENTH CAUSE OF ACTION*

#### 18 **(For [Receiving Extortion Proceeds](#) against all Defendants)**

19 171. Plaintiff re-affirms and incorporates paragraphs 1 through 170 as if fully set  
20 forth herein.

21 172. Defendants employed **coercive tactics**, including the **unlawful and**  
22 **unconstitutional seizure of private property, threats, and false claims of**  
23 **authority**, to compel Plaintiff to act against their interests and submit to fraudulent  
24 claims. These actions constitute a **violation of [42 U.S.C. § 1983](#)**, which provides a  
25 **private right of action** for the deprivation of rights secured by the **Constitution**  
26 **and federal law**. Defendants, **acting under color of law, have deprived Plaintiff of**  
27 **their property rights**, as secured under the **Fifth and Fourteenth Amendments** of  
28 the Constitution.

1 173. Defendants' actions also constitute **violations of 15 U.S.C. § 1 of the**  
2 **Sherman Antitrust Act**, which prohibits **conspiracies to restrain trade or**  
3 **commerce**. If these coercive and unlawful seizures of private property were part of  
4 a broader effort to **monopolize or restrain trade** (e.g., through fraudulent property  
5 acquisition or market manipulation), such actions would be in direct violation of  
6 **federal antitrust law**.

7 174. Moreover, by engaging in these unlawful activities, Defendants have  
8 **unlawfully received and benefited from extortion proceeds** obtained through  
9 fraudulent means, thus constituting **unjust enrichment** under the **Restatement**  
10 **(Second) of Torts**, which provides for civil remedies when one party benefits at the  
11 expense of another through wrongful conduct. The **wrongful nature of**  
12 **Defendants' actions** has caused **significant injury and harm** to Plaintiff,  
13 warranting **restitution, disgorgement of ill-gotten gains, and other appropriate**  
14 **remedies**.

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

- 19 • **Compensatory damages for financial harm.**
- 20 • **Treble damages under 15 U.S.C. § 15(a).**
- 21 • **Restitution and disgorgement of all fraudulently obtained proceeds.**
- 22 • **Injunctive relief to prevent further extortionate and fraudulent**  
23 **practices.**
- 24 • Defendants **employed coercive tactics**, including but not limited to:
- 25 • **Unlawful and unconstitutional seizure of private property through**  
26 **fraudulent claims and misrepresentation of legal authority.**
- 27 • **Threats and intimidation tactics** aimed at forcing Plaintiff into compliance  
28 **with fraudulent demands.**



- **Fabrication of false debts and fraudulent security interests designed to unlawfully extract financial benefits from Plaintiff.**

176. Defendants' actions constitute a violation of 18 U.S.C. § 880, which criminalizes the receipt of extortion proceeds. By engaging in these unlawful activities, Defendants have unlawfully received and benefited from extortion proceeds obtained through fraudulent means, thereby reinforcing the wrongful nature of their actions and the resulting harm inflicted upon Plaintiff.

177. **18 U.S.C. § 880 (Receiving Extortion Proceeds)** expressly stipulates:

*"A person who receives, possesses, conceals, or disposes of any money or other property which was obtained from the commission of any offense under this chapter that is punishable by imprisonment for more than 1 year, knowing the same to have been unlawfully obtained, shall be imprisoned not more than 3 years, fined under this title, or both."*

178. As a direct result of Defendants' receipt of extortion proceeds, Plaintiff has suffered financial loss, deprivation of property, reputational harm, and emotional distress.

## ***EIGHTH (8th) CAUSE OF ACTION***

### **(For **False Pretenses and Fraud** all Defendants)**

179. Plaintiff re-affirms and incorporates paragraphs 1 through 178 as if set forth herein.

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

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

- 1 • **Created false claims of debt** to deceive Plaintiff into compliance with
- 2 fraudulent demands.
- 3 • **Placed fraudulent documents** in the post office or authorized depositories
- 4 for mail, constituting mail fraud.
- 5 • **Initiated unlawful and unconstitutional enforcement actions** that lacked
- 6 any **lawful or legal basis**.

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

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

- 12 • **Unlawful initiation of transactions under false pretenses.**
- 13 • **Deceitful representations and the use of fraudulent instruments** to obtain
- 14 property from Plaintiff.
- 15 • **Procuring signatures under false pretenses**, knowing that the documents
- 16 and signatures were obtained through fraudulent misrepresentations.

17 184. **Defendants' Conduct Constitutes Fraud and Misrepresentation:** Defendants'  
18 actions constitute fraud and misrepresentation under common law tort principles,  
19 including fraudulent misrepresentation and false pretenses. This conduct entitles Plaintiff  
20 to seek damages and remedies for the unlawful appropriation of property.

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

25 186. **Specific Fraudulent Actions by Defendants:** Defendants' fraudulent acts  
26 include, but are not limited to:

- 27 • **Use of Fraudulent Instruments** – Defendants used, attempted to use, or
- 28 procured the use of fraudulent documents, including **forged contracts**,

**falsified notes, or other fraudulent evidence of debt, to transfer or encumber Plaintiff's private property.**

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

**187. Damages from Fraudulent Conduct:** As a **direct result** of Defendants' fraudulent conduct, Plaintiff has suffered:

- **Actual damages** for property lost or fraudulently obtained.
- **Consequential damages** resulting from Defendants' fraudulent actions.
- **Punitive damages** due to Defendants' **willful and intentional misconduct**.

**188. Private Right of Action:** Plaintiff asserts a private right of action under:

- **18 U.S.C. § 1964 (RICO)** – Defendants' fraudulent conduct constitutes **racketeering activity**, allowing Plaintiff to seek treble damages.
- **15 U.S.C. § 1 (Sherman Antitrust Act)** – Provides a private right of action for **fraudulent practices that restrain trade or commerce** through false pretenses.
- **State Fraud and Deceit Laws** – Plaintiff is entitled to **damages for fraud, deceit, and misrepresentation** under **state law tort claims**.

**189. Recovery and Restitution:** Defendants' actions entitle Plaintiff to:

- **Actual damages** for property lost or fraudulently obtained.
- **Consequential damages** resulting from Defendants' fraudulent actions.
- **Punitive damages** due to Defendants' willful and intentional misconduct.
- **Equitable relief**, including but not limited to the return of **wrongfully obtained property** or its financial equivalent.

1     **190. Unjust Enrichment:** Defendants have been unjustly enriched by receiving  
2 property or benefits through fraudulent means. Equity demands that Defendants  
3 return the unjustly obtained property or its value. Plaintiff seeks the following legal  
4 and equitable remedies:

- 5       • **Restitution of all credits, money, funds, property, or financial value**  
6       **wrongfully obtained by Defendants.**
- 7       • **Full compensation for the harm suffered, including consequential and**  
8       **punitive damages** resulting from Defendants' fraudulent conduct.

9     **191. 18 U.S. Code § 1341 (Frauds and Swindles)** Expressly Stipulates:

10       *“Whoever, having devised or intending to devise any scheme or artifice*  
11       *to defraud, or for obtaining money or property by means of false or*  
12       *fraudulent pretenses, representations, or promises, or to sell, dispose of,*  
13       *loan, exchange, alter, give away, distribute, supply, or furnish or*  
14       *procure for unlawful use any counterfeit or spurious coin, obligation,*  
15       *security, or other article, or anything represented to be or intimated or*  
16       *held out to be such counterfeit or spurious article, for the purpose of*  
17       *executing such scheme or artifice or attempting so to do, places in any*  
18       *post office or authorized depository for mail matter, any matter or thing*  
19       *whatever to be sent or delivered by the Postal Service, or deposits or*  
20       *causes to be deposited any matter or thing whatever to be sent or*  
21       *delivered by any private or commercial interstate carrier, or takes or*  
22       *receives therefrom, any such matter or thing, or knowingly causes to be*  
23       *delivered by mail or such carrier according to the direction thereon, or at*  
24       *the place at which it is directed to be delivered by the person to whom it*  
25       *is addressed, any such matter or thing, shall be fined under this title or*  
26       *imprisoned not more than 20 years, or both.”*

27     **192.** If the violation involves a financial institution, the penalty increases to  
28 imprisonment of up to 30 years and a fine of up to \$1,000,000.

1 193. As a direct result of Defendants' **false pretenses and fraudulent conduct**,  
2 Plaintiff has suffered financial loss, deprivation of property, reputational harm, and  
3 emotional distress.

4 ***NINETH (9th) CAUSE OF ACTION***

5 **(For Threats and Extortion against all Defendants)**

6 194. Plaintiff re-affirms and incorporates paragraphs 1 through 193 as if set forth  
7 herein.

8 195. **Acknowledgment of Unrebutted Affidavits:** As considered, agreed, and  
9 admitted by Defendants in the unrebutted affidavits (**Exhibits E, F, G, and H**),  
10 Defendants knowingly and willfully engaged in threatening conduct, including  
11 threats of harm and extortion, in violation of applicable laws concerning  
12 internationally protected persons, foreign officials, and nationals of the United  
13 States.

14 196. **Extortionate Demands and Coercion:** Defendants **made extortionate**  
15 **demands** or threats to **influence or coerce Plaintiff** through **intimidation, fraud, or**  
16 **force**, knowing that such threats would lead to harm or unlawful actions that  
17 would benefit Defendants.

18 197. **Nature of Defendants' Threats and Extortionate Conduct:** Defendants'  
19 actions include but are not limited to:

- 20 • **Threatening to violate the rights or safety of an internationally protected**  
21 **person or foreign official**, as defined under 18 U.S.C. § 112 (**Protection of**  
22 **Foreign Officials, Official Guests, and Internationally Protected Persons**).
- 23 • **Making extortionate demands** in connection with the threats described  
24 above.
- 25 • **Using threats, coercion, and intimidation** to force Plaintiff into compliance  
26 with **unlawful demands**.

27 198. **Coercion and Extortion:** By engaging in these unlawful and  
28 unconstitutional actions, Defendants knowingly engaged in coercion and extortion,

1 using threats to unlawfully influence or compel Plaintiff to act against their  
2 interests or submit to Defendants' fraudulent claims.

3 **199. Harm to Plaintiff:** Defendants' **extortionate actions** directly harmed  
4 Plaintiff by:

- 5 • **Depriving Plaintiff of their rights or property** under **duress or threat** of  
6 further deprivation and harm.
- 7 • **Forcing Plaintiff into submission through unlawful intimidation and threats.**
- 8 • **Inflicting financial, reputational, and legal damages** through coercive tactics.

9 **200. Unjust Enrichment of Defendants:** Defendants made these extortionate  
10 demands with full knowledge of their unlawfulness, intending to benefit from the  
11 coerced conduct. Defendants' fraudulent and coercive actions have resulted in  
12 unjust enrichment, which demands restitution under the principles of equity and  
13 common law fraud.

14 **201. Private Right of Action:** Plaintiff assert a **private right of action** under:

- 15 • **18 U.S.C. § 873 (Extortion by Officers or Employees of the United States)** –  
16 Provides a **civil remedy** for individuals who have been victims of extortion.
- 17 • **18 U.S.C. § 878 (Threats and Extortion Against Foreign Officials, Official**  
18 **Guests, or Internationally Protected Persons)** – Establishes penalties for  
19 **coercion, threats, and extortionate demands** tied to federally protected  
20 persons or entities.
- 21 • **Civil RICO (18 U.S.C. § 1964)** – Allows Plaintiff to pursue damages **when**  
22 **extortion is tied to racketeering activities** that involve **coercive tactics to**  
23 **gain unlawful financial benefits.**

24 **202. Civil Cause of Action for Extortion and Coercion:** Defendants' actions are  
25 subject to **private civil liability** for:

- 26 • **Compensatory damages** for Plaintiff due to **Defendants' extortion**  
27 **attempts, which forced Plaintiff into statutory compliance** through  
28 **unlawful demands.**



- 1 • **Punitive damages** for Defendants' **intentional, willful, and malicious**
- 2 **extortion** under 18 U.S.C. § 878, which provides for **criminal penalties** as
- 3 well as **civil liability** in cases of **coercion, threats, or extortion**.
- 4 • **Consequential damages** resulting from Defendants' **coercive actions**,
- 5 including **financial and reputational harm**.
- 6 • **Equitable relief**, including **restitution and the return of any property**
- 7 **wrongfully obtained through extortion**.

8 203. **Violation of Constitutional and Statutory Rights:** Defendants' conduct  
9 also constitutes a violation of Plaintiff's constitutional and statutory rights,  
10 including but not limited to:

- 11 • **Unlawful coercion** and the **deprivation of property**.
- 12 • **The use of intimidation and extortion to override due process protections**.
- 13 • **Forcing Plaintiff to act against their will under the threat of harm**.
- 14 • **Relevant Statutes and Legal Precedent**

15 204. **18 U.S. Code § 878 (Threats and Extortion Against Foreign Officials,**  
16 **Official Guests, or Internationally Protected Persons)** expressly stipulates:

17 *"(a) Whoever knowingly and willfully threatens to violate 18 U.S. Code §*  
18 *112, 18 U.S. Code § 1116, or 18 U.S. Code § 1201 shall be fined under this*  
19 *title or imprisoned not more than five years, or both, except that*  
20 *imprisonment for a threatened assault shall not exceed three years.*

21 *(b) Whoever in connection with any violation of subsection (a) or actual*  
22 *violation of 18 U.S. Code § 112, 18 U.S. Code § 1116, or 18 U.S. Code § 1201*  
23 *makes any extortionate demand shall be fined under this title or imprisoned*  
24 *not more than twenty years, or both.*

25 *(c) For the purpose of this section, "foreign official," "internationally*  
26 *protected person," "national of the United States," and "official guest" shall*  
27 *have the same meanings as those provided in 18 U.S. Code § 1116(a).*

28 *(d) If the victim of an offense under subsection (a) is an internationally*

protected person outside the United States, the United States may exercise jurisdiction over the offense if:

- The victim is a representative, officer, employee, or agent of the United States.
- The offender is a national of the United States.
- The offender is afterward found in the United States.

205. **Relief Sought:** Plaintiff seeks the following **civil and equitable remedies:**

- **Compensatory damages** for the harm suffered due to the **unlawful and extortionate conduct** of Defendants.
- **Consequential damages** arising from **Defendants' coercive actions**, including **financial and reputational harm**.
- **Punitive damages** for **Defendants' intentional, malicious, and willful misconduct** in unlawfully **threatening and coercing Plaintiff**.
- **Restitution and disgorgement** of any **wrongfully obtained property or financial gains** resulting from **extortion and coercion**.
- **Equitable relief**, including **an injunction against further coercive or extortionate conduct** by Defendants.
- As a **direct result of Defendants' coercion, extortion, and unjust enrichment**, Plaintiff has suffered **financial loss, emotional distress, reputational harm, and the deprivation of their rights under federal law**.

### **TENTH (10th) CAUSE OF ACTION** **(For Racketeering against all Defendants)**

206. Plaintiff re-asserts and re-affirms and incorporates paragraphs 1 through 205 as if set forth herein.

207. **Defendants' Racketeering Scheme:** Defendants willfully and intentionally engaged in a pattern of racketeering activity designed to defraud, extort, and

1 unlawfully deprive Plaintiff of their property and rights. This conduct constitutes  
2 racketeering under 18 U.S.C. § 1961 et seq., as Defendants engaged in multiple  
3 predicate acts of fraud, extortion, mail and wire fraud, conspiracy, and the unlawful  
4 assertion of jurisdiction to further their scheme.

5 208. Defendants' actions include but are not limited to:

- 6 • **Fraudulent misrepresentations regarding financial transactions, debt**  
7 **obligations, and the creation of money.**
- 8 • **Knowingly asserting false claims of debt to coerce compliance.**
- 9 • **Filing fraudulent documents with courts and financial institutions to**  
10 **legitimize unlawful claims.**
- 11 • **Attempting to force Plaintiff into their jurisdiction despite being made**  
12 **aware of the lack of jurisdiction.**
- 13 • **Conspiring to violate Plaintiff's constitutional rights through coercion,**  
14 **intimidation, and fraudulent legal actions.**

15 209. Defendants' actions were committed as part of a broader scheme to **extort**  
16 **financial and property interests from Plaintiff through fraudulent and deceptive**  
17 **practices, demonstrating a clear pattern of racketeering activity** as defined under  
18 **18 U.S.C. § 1961(1).**

19 210. **Predicate Acts of Racketeering: Defendants have engaged in multiple**  
20 **predicate acts of racketeering, including but not limited to:**

- 21 • **Mail Fraud (18 U.S.C. § 1341)** – Defendants used the U.S. mail and  
22 commercial carriers to send **fraudulent documents, false financial claims,**  
23 **and unlawful notices** to deceive Plaintiff.
- 24 • **Wire Fraud (18 U.S.C. § 1343)** – Defendants transmitted fraudulent  
25 communications via electronic means to further their racketeering scheme.
- 26 • **Extortion (18 U.S.C. § 1951, Hobbs Act)** – Defendants used threats,  
27 coercion, and intimidation to force Plaintiff to submit to fraudulent  
28 demands.

- **Money Laundering (18 U.S.C. §§ 1956, 1957)** – Defendants engaged in financial transactions designed to disguise the fraudulent nature of their activities.
- **Conspiracy to Commit Racketeering (18 U.S.C. § 1962(d))** – Defendants conspired with others to carry out a pattern of racketeering activity with the intent to defraud and extort Plaintiff.

211. **Unlawful Assertion of Jurisdiction as a Racketeering Tactic:** Defendants' **fraudulent assertion of jurisdiction** over Plaintiff is an integral part of their racketeering enterprise. Specifically, Defendants:

- **Falsely claimed authority over Plaintiff despite being notified that no jurisdiction existed.**
- **Attempted to coerce Plaintiff into recognizing an unlawful jurisdiction through fraud, intimidation, and economic duress.**
- **Conspired to use fraudulent legal proceedings as a means to enforce illegitimate claims and extract financial gains from Plaintiff.**

212. This **abuse of legal processes** is a key racketeering tactic that violates 18 U.S.C. §§ 1341, 1343, 1951, and 1962.

213. **Private Right of Action Under RICO:** Pursuant to 18 U.S.C. § 1964(c) (RICO), Plaintiff asserts a **private right of action** for damages resulting from Defendants' **racketeering activities**, including but not limited to:

- **The unlawful deprivation of property and economic resources.**
- **Fraudulent legal claims and financial extortion.**
- **Economic harm, reputational damage, and emotional distress.**

214. **Pattern of Racketeering Activity:** Defendants have engaged in a **pattern of racketeering activity**, demonstrating their intent to:

- **Defraud Plaintiff through false financial claims and fraudulent transactions.**
- **Conceal unlawful financial transactions through fraudulent filings and misrepresentations.**

- **Coerce compliance through threats, deception, and financial manipulation.**
- **Enforce fraudulent claims through the unlawful assertion of jurisdiction.**

215. **Relief Sought:** As a **direct result** of Defendants' **racketeering and fraudulent conduct**, Plaintiff has suffered:

- **Compensatory damages** for financial losses incurred as a result of the racketeering scheme.
- **Treble damages under 18 U.S.C. § 1964(c) (RICO)** due to the **extensive pattern of racketeering activity**.
- **Punitive damages** due to Defendants' **intentional and willful misconduct**.
- **Equitable relief**, including **injunctive relief** to prevent further racketeering activity and **disgorgement of unlawfully obtained property or funds**

### ***ELEVENTH (11th) CAUSE OF ACTION***

#### **(For **Bank Fraud** against all Defendants)**

216. Plaintiff re-affirms and incorporates paragraphs 1 through 215 as if set forth herein.

217. Plaintiff hereby asserts a cause of action for bank fraud under 12 U.S. Code § 1831, which provides a basis for a **private cause of action** for the unlawful conduct of Defendants.

#### **1. Violation of 12 U.S. Code § 1831 – Bank Fraud**

Defendants willfully and intentionally violated 12 U.S. Code § 1831, which expressly stipulates:

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

1       **2. Defendants' Scheme to Defraud**

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

8       **3. Plaintiff's Financial Harm**

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

13      **4. Damages Sought**

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

19      218. Defendants willfully and intentionally violated 18 U.S. Code § 1344 –  
20      Bank Fraud, which expressly stipulates: "**Whoever knowingly executes, or**  
21      **attempts to execute**, a scheme or artifice – (1) to defraud a financial  
22      institution; or (2) to obtain any of the **moneys, funds, credits, assets,**  
23      **securities, or other property** owned by, or under the custody or control of a  
24      financial institution, by means of false or fraudulent pretenses,  
25      representations, or promises; shall be fined not more than **\$1,000,000** or  
26      imprisoned not more than **30 years, or both**." Defendants engaged in a  
27      scheme to defraud the financial institution by placing fraudulent claims on  
28      the property, misrepresenting ownership, and creating false debt instruments,



1 all while under false pretenses. Their actions were designed to obtain funds,  
2 securities, and assets unlawfully, further violating Plaintiff's rights and  
3 causing financial harm."

4 ***TWELFTH (12th) CAUSE OF ACTION***

5 **(For [Fraudulent Transportation and Transfer of Stolen Goods, Property,](#)**  
6 **[and Securities](#) against all Defendants)**

7 219. Plaintiff re-affirms and incorporates paragraphs 1 through 218 as if set forth  
8 herein.

9 220. **Defendants' Unlawful Actions:** Defendants willfully and knowingly  
10 engaged in the unlawful transportation, transmission, and transfer of stolen,  
11 converted, and fraudulently obtained goods, securities, and money across state  
12 lines, in violation of:

- 13 • **18 U.S. Code § 2314** – Prohibits the interstate transportation of stolen, converted,  
14 or fraudulently obtained property, including securities and money.
- 15 • **18 U.S. Code § 2315** – Prohibits the receipt, possession, concealment, and  
16 disposal of stolen or fraudulently obtained goods, securities, or money.
- 17 • **15 U.S. Code § 78j (Securities Exchange Act of 1934)** – Prohibits  
18 manipulative and deceptive practices in connection with the purchase or  
19 sale of securities.

20 221. Defendants engaged in a coordinated scheme to unlawfully acquire  
21 and transfer Plaintiff's property and financial interests, including but not  
22 limited to:

- 23 • **Real property** fraudulently transferred through **forged deeds and**  
24 **fraudulent filings.**
- 25 • **Monetary instruments and negotiable instruments** unlawfully converted  
26 through deception and misrepresentation.
- 27 • **Financial securities and assets exceeding \$5,000 in value** obtained through  
28 fraudulent means.

1       **222. Fraudulent Transfers and Participation in Deceptive Conduct:** Defendants  
2 **knowingly participated** in fraudulent transfers of **assets and securities**, including  
3 but not limited to:

- 4       • **Fabricated financial documents** falsely asserting ownership over Plaintiff's  
5       property.
- 6       • **Fraudulent deeds and forged instruments** used to unlawfully transfer  
7       ownership of Plaintiff's assets.
- 8       • **Misrepresentation of financial obligations** designed to coerce Plaintiff into  
9       **accepting false claims.**

10       223. These fraudulent activities were knowingly executed by Defendants  
11 despite being on notice of their illegality, as evidenced by the verified and  
12 *unrebutted* commercial affidavits (**Exhibits E, F, G, and H**).

13       **224. Conspiracy to Defraud:** Defendants conspired to transport and  
14 transfer stolen goods, property, and financial securities, with the specific  
15 intent to:

- 16       • **Deprive Plaintiff of their rightful assets.**
- 17       • **Conceal the fraudulent nature of their acquisitions.**
- 18       • **Manipulate financial records to create the appearance of legitimacy.**

19       225. This conspiracy violates 15 U.S. Code § 78j, which prohibits fraud,  
20 misrepresentation, and deceptive conduct in the sale or transfer of securities.

21       **226. Execution of Fraudulent and Unlawful Transfers:** Defendants'  
22 scheme to unlawfully transfer Plaintiff's property, including financial  
23 securities, was executed without legal authority or justification,  
24 demonstrating:

- 25       • **Intentional misrepresentation** in legal filings and financial records.
- 26       • **Knowingly transferring stolen and fraudulently acquired assets.**
- 27       • **Utilizing deceptive practices to obscure the unlawful nature of their**  
28       **transactions.**

1       **227. Violations of the Fair Debt Collection Practices Act (FDCPA):** As further  
2 evidenced by the un rebutted commercial affidavits, Defendants engaged in  
3 fraudulent debt collection practices, in violation of:

- 4       • **15 U.S. Code § 1692 (FDCPA)** – Prohibits deceptive and misleading debt  
5 collection practices.
- 6       • **15 U.S. Code § 1692e** – Prohibits false representations and deceptive  
7 conduct in the collection of debts.
- 8       • **15 U.S. Code § 1692f** – Prohibits unfair or unconscionable means to collect  
9 or attempt to collect any debt.

10       **228. Defendants:**

- 11       • **Falsely represented financial obligations** through fraudulent documents  
12 and fabricated debt instruments.
- 13       • **Coerced Plaintiff into compliance** using unlawful and deceptive  
14 tactics.
- 15       • **Attempted to mislead Plaintiff into relinquishing property, funds, or**  
16 **assets** under false pretenses.

17       **229. Harm and Financial Loss:** As a **direct result** of Defendants' unlawful  
18 conduct, Plaintiff has suffered:

- 19       • **The wrongful deprivation of property and financial securities.**
- 20       • **Significant emotional distress and reputational harm.**
- 21       • **Financial damages resulting from forced legal proceedings to reclaim**  
22 **unlawfully transferred assets.**
- 23       • **Loss of revenue**

24       **230. Private Right of Action and Relief Sought:** Plaintiff asserts a private right  
25 of action under:

- 26       • **18 U.S.C. § 2314 and § 2315** – Plaintiff seeks full **compensatory and treble**  
27 **damages** for losses incurred due to Defendants' fraudulent transfer and  
28 transportation of stolen property.

- **15 U.S. Code § 78j** – Plaintiff seeks **injunctive relief** and **damages** for Defendants’ deceptive and fraudulent securities transactions.
- **15 U.S. Code § 1692k (FDCPA)** – Plaintiff is entitled to:
  - **Actual damages** for financial loss.
  - **Statutory damages** due to Defendants’ deceptive debt collection practices.
  - **Attorney’s fees and costs** associated with enforcing their rights.

231. Defendants have engaged in a systematic scheme to fraudulently transport and transfer stolen property, securities, and financial instruments, in violation of federal racketeering, fraud, and debt collection laws. Plaintiff seeks full redress, damages, and equitable relief as provided under all applicable laws.

### ***THIRTEENTH (13<sup>th</sup>) CAUSE OF ACTION*** **(For Torture against all Defendants)**

232. Plaintiff re-affirms and incorporates paragraphs 1 through 231 as if set forth herein.

233. **Defendants’ Unlawful and Unconstitutional Acts:** Defendants willfully and intentionally subjected Plaintiff to unlawful and unconstitutional arrest, detention, and involuntary imprisonment, constituting torture and cruel, inhuman, and degrading treatment in violation of federal and international law. Defendants’ actions include but are not limited to:

- **The unlawful deprivation of Plaintiff's liberty without due process of law.**
- **The use of coercion, threats, and force to compel Plaintiff into compliance.**
- **The infliction of severe mental, emotional, and physical distress.**
- **Deliberate indifference to Plaintiff's constitutional and human rights.**

234. These actions constitute acts of torture, as defined under 18 U.S.C. § 2340 and § 2340A (Torture Statute), which prohibits acts intended to inflict severe pain or suffering, whether physical or mental, upon a person in custody or control of government officials or agents.

1       **235. Unlawful Arrest and Involuntary Imprisonment as Torture:** Defendants  
2 acted **under the color of law** to unlawfully seize, detain, and imprison Plaintiff  
3 without lawful authority, violating:

- 4       • **42 U.S.C. § 1983** – Deprivation of rights under the color of law.
- 5       • **42 U.S.C. § 1985** – Conspiracy to interfere with civil rights.
- 6       • **42 U.S.C. § 1986** – Neglect to prevent civil rights violations.

7       **236.** The false imprisonment and deprivation rights and of liberty were carried  
8 out with:

- 9       • **No valid warrant or probable cause.**
- 10       • **No due process, lawful charges, or legitimate legal justification.**
- 11       • **No immediate access to legal counsel, communication, or redress.**

12       **237.** Defendants' actions violated Plaintiff's fundamental rights, including but  
13 not limited to:

- 14       • **The Fourth Amendment** – Protection against **unlawful searches and**  
15       **seizures.**
- 16       • **The Fifth and Fourteenth Amendments** – Right to **due process** and  
17       **protection against self-incrimination and coercion.**
- 18       • **The Eighth Amendment** – Prohibition of **cruel and unusual punishment,**  
19       including inhumane treatment.

20       **238. Mental and Physical Suffering Inflicted:** Defendants' coercive and  
21 unlawful tactics caused Plaintiff:

- 22       • **Severe emotional and psychological trauma,** including distress,  
23       humiliation, and fear.
- 24       • **Physical harm and deterioration** due to mistreatment while unlawfully  
25       detained.
- 26       • **Economic losses, reputational damage, and the deprivation of life, liberty,**  
27       **and property.**

28       **239.** Defendants acted with intent to:

- **Break Plaintiff's will through coercion, threats, and duress.**
- **Cause prolonged suffering through unlawful confinement and psychological manipulation.**
- **Force Plaintiff into compliance with fraudulent and unlawful legal proceedings.**

240. **Private Right of Action and Relief Sought:** Plaintiff asserts a private right of action under:

- **18 U.S.C. § 2340A** – Prohibiting acts of torture committed under color of law.
- **42 U.S.C. § 1983** – Seeking damages for violations of constitutional rights.
- **42 U.S.C. § 1985** – Seeking damages for conspiracy to violate civil rights.
- **42 U.S.C. § 1986** – Seeking damages for failure to prevent rights violations.

241. Plaintiff seeks the Following Relief:

- **Compensatory damages** for physical, emotional, and economic harm.
- **Treble damages under 18 U.S.C. § 2340A for acts of torture.**
- **Punitive damages** to deter future unconstitutional conduct.
- **Injunctive relief** to prevent further abuse by Defendants.

242. Defendants deliberately engaged in acts of torture, unlawful imprisonment, and cruel and inhumane treatment under color of law, violating constitutional, statutory, and international human rights protections. Plaintiff demand full redress, damages, and equitable relief as provided under all applicable laws.

### ***FOURTEENTH (14th) CAUSE OF ACTION***

**(For Kidnapping against all Defendants)**

243. Plaintiff re-affirms and incorporates paragraphs 1 through 242 as if fully set forth herein.



1       **244. Defendants' Unlawful and Unconstitutional Acts:** Defendants willfully  
2 and intentionally engaged in the unlawful seizure, detention, and forced  
3 transportation of Plaintiff against their will, constituting kidnapping under federal  
4 law. Defendants' actions include but are not limited to:

- 5       • **The unlawful deprivation of Plaintiff's liberty through force, threats,**  
6       **deception, or coercion.**
- 7       • **The illegal arrest, detention, and transportation of Plaintiff without**  
8       **lawful authority or due process.**
- 9       • **The use of intimidation and duress to compel Plaintiff into submission.**
- 10      • **The refusal to recognize Plaintiff's constitutional protections and lawful**  
11      **objections.**

12       **245.** These actions constitute kidnapping as defined under 18 U.S.C. § 1201(a)  
13 (Federal Kidnapping Act), which states:

14       *"Whoever unlawfully seizes, confines, inveigles, decoys, kidnaps, abducts, or*  
15       *carries away and holds for ransom or reward or otherwise any person, except in the*  
16       *case of a minor by the parent thereof, when – (1) the person is willfully transported*  
17       *in interstate or foreign commerce, regardless of whether the person was alive when*  
18       *transported; (2) the offender travels in interstate or foreign commerce or uses the*  
19       *mail or any means, facility, or instrumentality of interstate or foreign commerce in*  
20       *committing or in furtherance of the offense; (3) any person is kidnapped within the*  
21       *special maritime and territorial jurisdiction of the United States; or (4) the offense*  
22       *involves a foreign official, an internationally protected person, or an official guest as*  
23       *those terms are defined in section 1116(b) of this title, shall be punished by*  
24       *imprisonment for any term of years or for life."*

25       **246. Unlawful Arrest and Forced Detention as Kidnapping:** Defendants acted  
26 under the color of law to unlawfully seize, detain, and transport Plaintiff without  
27 legal authority, in violation of:

- 28      • **42 U.S.C. § 1983** – Deprivation of rights under color of law.

- **42 U.S.C. § 1985** – Conspiracy to interfere with civil rights.
- **42 U.S.C. § 1986** – Neglect to prevent civil rights violations.

247. The false arrest and forced detention were executed:

- **Without a valid warrant, probable cause, or lawful justification.**
- **Without providing Plaintiff with due process or access to legal representation.**
- **Through threats, coercion, and physical restraint, depriving Plaintiff of their freedom.**

248. Defendants' actions violated Plaintiff's constitutional rights, including:

- **The Fourth Amendment** – Protection against **unlawful searches and seizures.**
- **The Fifth and Fourteenth Amendments** – Right to **due process** and **protection from unlawful detention.**
- **The Eighth Amendment** – Prohibition of **cruel and unusual punishment.**
- **Forced Transportation and Deprivation of Liberty**

249. Defendants kidnapped Plaintiff by physically restraining, transporting, and detaining them against their will under fraudulent and unlawful pretense, including but not limited to:

- **Forcing Plaintiff into custody without lawful authority.**
- **Transporting Plaintiff against their will to an undisclosed or unauthorized location.**
- **Detaining Plaintiff unlawfully while depriving them of communication and legal recourse.**

250. These actions constitute kidnapping and unlawful imprisonment, carried out willfully and with deliberate intent to deprive Plaintiff of their rights.

251. **Harm and Damages Suffered:** As a **direct result** of Defendants' unlawful conduct, Plaintiff suffered:

- **Severe emotional distress, trauma, and psychological harm.**
- **Physical harm resulting from unlawful restraint and detention.**
- **Reputational damage, loss of income, and deprivation of life, liberty, and property.**

252. **Private Right of Action and Relief Sought:** Plaintiff asserts a private right of action under:

- **18 U.S.C. § 1201(a) (Federal Kidnapping Act)** – Prohibits the unlawful seizure and transportation of individuals.
- **42 U.S.C. § 1983** – Provides for civil liability for those acting under color of law who deprive individuals of their constitutional rights.
- **42 U.S.C. § 1985** – Prohibits conspiracies to interfere with constitutional rights, including unlawful abduction.
- **42 U.S.C. § 1986** – Holds those accountable who fail to prevent civil rights violations.

253. **Plaintiff seeks the Following Relief:**

- **Compensatory damages** for emotional, physical, and financial harm.
- **Treble damages under 18 U.S.C. § 1201 for acts of kidnapping.**
- **Punitive damages** to deter future unlawful detentions and abductions.
- **Injunctive relief** to prevent further unlawful acts by Defendants.

254. Defendants **willfully and unlawfully seized, transported, and detained Plaintiff against their will, depriving them of their fundamental rights.** Plaintiff demand **full redress, damages, and equitable relief under all applicable laws.**

### ***FIFTEENTH (15th) CAUSE OF ACTION***

#### **(Forced Peonage – Against all Defendants)**

255. Plaintiff re-affirms and incorporates paragraphs 1 through 254 as if fully set forth herein.

256. **Defendants' Unlawful and Unconstitutional Acts:** Defendants willfully and intentionally subjected Plaintiff to forced peonage, involuntary servitude, and

1 economic coercion, in violation of federal law and constitutional protections.

2 Plaintiff was unlawfully compelled to work, perform obligations, or comply with  
3 fraudulent demands under duress, coercion, and the threat of legal and financial  
4 penalties, including but not limited to:

- 5 • **Unlawful and unconstitutional enforcement of financial claims without**  
6 **due process.**
- 7 • **Compelling Plaintiff to pay or perform under threats of arrest, asset**  
8 **seizure, or legal action.**
- 9 • **Depriving Plaintiff of their right to be free from involuntary servitude**  
10 **and forced labor.**
- 11 • **Using fraud, coercion, and intimidation to impose involuntary financial**  
12 **and contractual obligations.**

13 257. These actions constitute peonage and forced servitude under **18 U.S.C. §**  
14 **1581 (Peonage Law), 18 U.S.C. § 1584 (Involuntary Servitude), and the Thirteenth**  
15 **Amendment of the United States Constitution**, which prohibit:

16 *"Holding or returning any person to a condition of peonage, or arresting them with*  
17 *the intent to place them in such condition."*

18 *"Knowingly and willfully holding any person in involuntary servitude, except as*  
19 *punishment for a crime whereof the party has been duly convicted."*

20 **258. Defendants' Scheme to Enforce Peonage Through Coercion and Threats:**  
21 Defendants acted under color of law to compel Plaintiff into compliance with  
22 fraudulent financial and legal demands, in violation of:

- 23 • **42 U.S.C. § 1983** – Deprivation of rights under color of law.
- 24 • **42 U.S.C. § 1985** – Conspiracy to interfere with civil rights.
- 25 • **42 U.S.C. § 1986** – Neglect to prevent civil rights violations.
- 26 • **15 U.S.C. § 1692 (FDCPA)** – Prohibiting fraudulent and coercive financial  
27 demands.

28 259. Defendants' actions forced Plaintiff into involuntary compliance by:

- **Threatening financial ruin, legal penalties, and physical confinement to compel labor, payment, or performance.**
- **Fabricating legal claims and financial obligations to keep Plaintiff in a cycle of perpetual servitude.**
- **Illegally seizing or threatening to seize Plaintiff's property to enforce compliance.**
- **Coercing Plaintiff into fraudulent contractual agreements under economic duress.**

260. **Economic Coercion as a Form of Peonage:** Defendants' fraudulent enforcement of obligations through **threats, coercion, and economic restraint** constitutes **forced peonage**, as:

- **Plaintiff was unlawfully and unconstitutionally extorted and coerced to pay or perform under threat of harm.**
- **Defendants unlawfully asserted financial and legal control over Plaintiff's lives.**
- **Plaintiff were deprived of the ability to challenge these fraudulent claims without severe financial and legal consequences.**

261. Defendants utilized legal and financial mechanisms to create a system of involuntary servitude, using debt, force, and coercion as tools of control, violating:

- **18 U.S.C. § 1581** – Peonage, compelling a person to work off a debt through force or threat.
- **18 U.S.C. § 1584** – Involuntary servitude, unlawfully coercing an individual to labor against their will.
- **The Thirteenth Amendment** – Prohibiting slavery and involuntary servitude except as punishment for a crime after due process.

262. **Harm and Damages Suffered:** As a **direct result** of Defendants' actions, Plaintiff has suffered:

- **Severe financial losses due to unlawful coercion.**

- **Emotional distress, mental anguish, and reputational damage.**
- **Deprivation of rights, property, and economic independence.**

263. **Private Right of Action and Relief Sought:** Plaintiff asserts a private right of action under:

- **18 U.S.C. § 1581 (Peonage Law)** – Prohibiting forced labor or servitude under threat or coercion.
- **18 U.S.C. § 1584 (Involuntary Servitude)** – Prohibiting the use of force or legal coercion to enslave or control individuals.
- **42 U.S.C. § 1983** – Civil remedy for deprivation of rights under color of law.
- **42 U.S.C. § 1985** – Prohibiting conspiracies to interfere with constitutional rights, including economic servitude.
- **42 U.S.C. § 1986** – Liability for failing to prevent civil rights violations.
- **15 U.S.C. § 1692 (FDCPA)** – Prohibiting deceptive financial practices and coercion.

264. **Plaintiff seeks the Following Relief:**

- **Compensatory damages** for financial, emotional, and reputational harm.
- **Treble damages under 18 U.S.C. § 1581 for forced peonage.**
- **Punitive damages** to deter future unconstitutional conduct.
- **Injunctive relief** to prevent further acts of peonage and forced servitude.

265. Defendants **willfully engaged in the unlawful imposition of forced peonage and economic servitude**, violating **constitutional, statutory, and human rights protections**. Plaintiff respectfully demands **full redress, damages, and equitable relief under all applicable laws**.

### ***SIXTEENTH (16th) CAUSE OF ACTION***

**(Unlawful Interference, Intimidation, Extortion, and Emotional Distress — Against all Defendants)**

266. Plaintiff re-affirms and incorporates paragraphs 1 through 265 as if fully set forth herein.



1       **267. Defendants' Unlawful Conduct:** Defendants willfully and knowingly  
2 engaged in unlawful interference, intimidation, and extortion, designed to coerce,  
3 manipulate, and deprive Plaintiff of their rights, property, and economic interests.  
4 This conduct included:

- 5       • **Threats of violence, intimidation, and coercion** to force Plaintiff into  
6 compliance with unlawful demands.
- 7       • **Intentional disruption of Plaintiff's business and economic pursuits**  
8 through extortionate tactics.
- 9       • **Use of fear and duress to interfere with Plaintiff's lawful activities.**
- 10      • Defendants' actions were **malicious, unlawful, and calculated to inflict**  
11 **harm**, constituting violations of:
- 12      • **18 U.S.C. § 1951 (Hobbs Act)** – Prohibiting extortion through wrongful use  
13 of force, violence, or threats.
- 14      • **18 U.S.C. § 875** – Criminalizing threats made through electronic  
15 communication.
- 16      • **42 U.S.C. § 1983** – Prohibiting deprivation of rights under color of law.
- 17      • **42 U.S.C. § 1985** – Prohibiting conspiracies to interfere with civil rights.
- 18      • **42 U.S.C. § 1986** – Holding accountable those who fail to prevent civil rights  
19 violations.

20       **268. Threats and Coercion:** Defendants **intentionally engaged in coercive**  
21 **tactics** designed to instill fear and force Plaintiff to act against their will. These  
22 threats:

- 23      • **Were communicated through electronic means, written correspondence,**  
24 **and verbal intimidation.**
- 25      • **Included explicit and implicit threats of harm, financial ruin, and legal**  
26 **repercussions.**
- 27      • **Were aimed at coercing Plaintiff into relinquishing their property,**  
28 **business interests, or legal rights.**

269. Defendants' admissions in their ***unrebutted* affidavits** confirm that these threats were made with the specific intent to intimidate, coerce, and interfere with Plaintiff's lawful activities. These affidavits, being uncontested, must be deemed as established facts under applicable legal principles.

270. **Resulting Economic and Emotional Harm:** As a direct and proximate result of Defendants' wrongful conduct, Plaintiff suffered:

**A. Economic Damages**

- **Loss of business opportunities and revenue** due to Defendants' intentional interference.
- **Damage to Plaintiff's business reputation** caused by Defendants' wrongful conduct.
- **Significant financial losses** stemming from extortionate demands and threats.

**B. Emotional Distress**

- **Severe emotional trauma, humiliation, and anxiety** inflicted through threats and coercion.
- **Psychological harm** resulting from Defendants' reckless disregard for Plaintiff's well-being.
- **Mental anguish caused by intimidation and wrongful interference with Plaintiff's livelihood.**

271. These damages, detailed in Plaintiff's ***unrebutted* affidavits**, remain unchallenged by Defendants and must therefore be accepted as true and dispositive.

272. **Extortionate Conduct:** Defendants' actions constitute extortion under 18 U.S.C. § 1951 (Hobbs Act), which criminalizes:

*"The obtaining of property from another, with his consent, induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right."*

273. Defendants' acts included:

- 1 • **Coercing Plaintiff into relinquishing property, services, or financial assets.**
- 2 • **Coercing and forcing Plaintiff to act against their will under threat of**
- 3 **harm, legal consequences, or financial destruction.**
- 4 • **Engaging in fraud and intimidation to deprive Plaintiff of their rightful**
- 5 **property and business interests.**

6 274. These acts, documented in Plaintiff's un rebutted affidavits, remain  
7 uncontested and must be accepted as legal fact.

8 275. **Outrageous and Extreme Behavior:** Defendants' conduct was extreme,  
9 outrageous, and beyond all bounds of decency, demonstrating:

- 10 • **A reckless disregard for Plaintiff's economic and personal well-being.**
- 11 • **Deliberate efforts to manipulate, threaten, and coerce Plaintiff into**
- 12 **compliance with unlawful demands.**
- 13 • **A willful intent to disrupt Plaintiff's lives through intimidation,**
- 14 **extortion, and fraud.**

15 276. **Damages and Relief:** As a **direct and proximate result** of Defendants'  
16 unlawful acts, Plaintiff seeks the following relief:

17 **A. Compensatory Damages**

- 18 • **Restitution for financial losses** resulting from unlawful interference and
- 19 **extortion.**
- 20 • **Damages for severe emotional distress** and psychological harm.
- 21 • **Recovery of expenses, including legal costs incurred to defend against**
- 22 **Defendants' intimidation tactics.**

23 **B. Punitive Damages**

- 24 • **To punish Defendants for their willful, malicious, and unlawful conduct.**
- 25 • **To deter similar wrongful actions in the future.**

26 **C. Other Relief**

- 27 • **Injunctive relief** to prevent further intimidation, interference, and extortion
- 28 **by Defendants.**

- **Any additional relief deemed just and appropriate by the Court.**

277. **Unrebutted Affidavits and Legal Entitlement:** Defendants failed to rebut Plaintiff's sworn affidavits, which provide uncontested evidence of unlawful interference, intimidation, and extortion. Under established legal principles, these affidavits must be deemed as true and dispositive.

278. Defendants *willfully* engaged in a coordinated scheme of intimidation, extortion, and interference, violating federal law, constitutional protections, and civil rights statutes. Plaintiff respectfully demands full redress, compensatory and punitive damages, and equitable relief under all applicable laws

### **SEVENTEENTH (17<sup>th</sup>) CAUSE OF ACTION**

#### **(Declaratory Judgement and Relief – Against all Defendants)**

279. Plaintiff re-affirms and incorporates paragraphs 1 through 278 as if fully set forth herein.

280. **Nature of the Relief Sought:** Plaintiff seeks a **declaratory judgment** affirming that Defendants have engaged in **unlawful, fraudulent, and injurious conduct** and that Plaintiff is entitled to **immediate legal and equitable relief** as a matter of law. This Court is empowered under **28 U.S.C. § 2201 (Declaratory Judgment Act)** to declare the rights, status, and legal relations of the parties in this matter.

281. Plaintiff further asserts that all facts, claims, and allegations stated herein have been unrebutted and, under applicable law, must be deemed true and dispositive. Accordingly, Plaintiff is entitled to a declaratory judgment confirming the following:

#### **1. Fraud and Misrepresentation**

Defendants knowingly engaged in **fraudulent misrepresentation** by falsifying financial obligations, misrepresenting material facts, and asserting authority they did not lawfully possess. Plaintiff seeks a declaration that Defendants' actions constitute **fraud in the factum** and **fraudulent**

1        **inducement**, rendering all transactions, claims, and agreements void ab  
2        initio.

3        **2. Breach of Contract**

4        Defendants **willfully and intentionally breached contractual obligations**,  
5        violating express and implied agreements, including but not limited to  
6        fraudulently created financial obligations. Plaintiff seeks a declaration that  
7        Defendants' conduct constitutes a **material breach**, entitling Plaintiff to **full**  
8        **restitution and damages**.

9        **3. Theft, Embezzlement, and Fraudulent Misapplication of Funds and**  
10       **Assets**

11       Defendants unlawfully took possession of, converted, or misapplied funds  
12       and assets belonging to Plaintiff, in violation of 18 U.S.C. §§ 656 and 666.  
13       Plaintiff seeks a declaration confirming Defendants' **unlawful**  
14       **appropriation of funds and assets**, requiring **full restitution and treble**  
15       **damages**.

16       **4. Fraud, Forgery, and Unauthorized Use of Identity**

17       Defendants engaged in **identity theft, forgery, and fraud**, fabricating false  
18       claims and documents to manipulate legal and financial proceedings.  
19       Plaintiff seeks a declaration that all fraudulent claims, transactions, and  
20       instruments are **null and void** as a matter of law.

21       **5. Monopolization of Trade and Commerce, and Unfair Business Practices**

22       Defendants conspired to monopolize trade, restrict competition, and restrain  
23       commerce through fraudulent and unfair practices, violating 15 U.S.C. § 2.  
24       Plaintiff seeks a declaration that Defendants' **anticompetitive and monopolistic**  
25       **conduct** renders all related transactions **unenforceable and unlawful**.

26       **6. Deprivation of Rights Under Color of Law**

27       Defendants, acting under **color of law**, **deprived Plaintiff of fundamental**  
28       **rights** in violation of 42 U.S.C. § 1983. Plaintiff seeks a declaration that

Defendants **violated Plaintiff's constitutionally protected rights** and are **liable for compensatory and punitive damages**.

**7. Receiving Extortion Proceeds**

Defendants **knowingly received and benefited from proceeds obtained through extortion**, violating 18 U.S.C. § 880. Plaintiff seeks a declaration confirming Defendants' **unjust enrichment through criminal means**, requiring full disgorgement and treble damages.

**8. False Pretenses and Fraud**

Defendants engaged in **fraudulent misrepresentation and false pretenses** to unlawfully obtain assets, violating 18 U.S.C. § 1341. Plaintiff seeks a declaration that all fraudulently obtained property, funds, and assets **must be returned to Plaintiff immediately**.

**9. Threats and Extortion**

Defendants engaged in **coercion, intimidation, and extortion**, in violation of 18 U.S.C. § 1951 (Hobbs Act). Plaintiff seeks a declaration that Defendants **engaged in unlawful threats and extortion**, entitling Plaintiff to **full compensatory and punitive damages**.

**10. Racketeering (RICO Violations)**

Defendants engaged in a **pattern of racketeering activity** under 18 U.S.C. § 1961 et seq., including fraud, extortion, and money laundering. Plaintiff seek a declaration confirming Defendants' **criminal liability under RICO**, entitling Plaintiff to **treble damages and injunctive relief**.

**11. Bank Fraud**

Defendants engaged in **fraudulent banking transactions**, violating 18 U.S.C. § 1344. Plaintiff seeks a declaration that Defendants' **fraudulent banking practices render all related claims and transactions void**.

**12. Fraudulent Transportation and Transfer of Stolen Goods and Securities**



Defendants unlawfully transported stolen property, securities, and financial instruments across state lines, violating 18 U.S.C. §§ 2314 and 2315. Plaintiff respectfully seeks a declaration that all fraudulently transferred assets **must be immediately returned**.

**13. Torture**

Defendants engaged in **torture through unlawful imprisonment, coercion, and psychological abuse**, violating 18 U.S.C. § 2340A. Plaintiff seeks a declaration confirming Defendants' **liability for cruel, inhuman, and degrading treatment**.

**14. Kidnapping**

Defendants unlawfully **seized, detained, and transported Plaintiff against their will**, violating 18 U.S.C. § 1201. Plaintiff seeks a declaration confirming that Defendants engaged in **criminal kidnapping**, entitling Plaintiff to **treble damages**.

**15. Forced Peonage**

Defendants subjected Plaintiff to **economic servitude and forced labor**, violating 18 U.S.C. § 1581. Plaintiff seeks a declaration confirming that Defendants engaged in **forced peonage**, requiring **full restitution and injunctive relief**.

**16. Unlawful Interference, Intimidation, Extortion, and Emotional Distress**

Defendants engaged in **extreme and outrageous conduct**, causing economic harm and severe emotional distress. Plaintiff seeks a declaration that Defendants are **liable for intentional infliction of emotional distress and unlawful business interference**.

**282. Declaratory Judgment and Relief Requested:** Based on the uncontested and **unrebutted** affidavits submitted by Plaintiff, which Defendants failed to dispute, Plaintiff's request that this Court enter a declaratory judgment confirming the following:

- All fraudulent claims, financial instruments, and transactions asserted by Defendants are null and void as a matter of law.
- Defendants engaged in willful violations of federal and constitutional law and are liable for all resulting damages.
- Plaintiff is entitled to immediate relief, including the return of all unlawfully taken property, financial assets, and securities.
- Defendants' fraudulent actions constitute RICO violations, entitling Plaintiff to treble damages and injunctive relief.

283. **Demand for Summary Judgment:** As a matter of uncontested fact and law, Plaintiff respectfully demands summary judgment confirming Defendants' liability for all causes of action stated herein and granting:

- A final judgment in favor of Plaintiff in the amount of **One Trillion Dollars (\$1,000,000,000,000.00)** in lawfully recognized currency, such as **gold and silver coin**, as authorized under Article I, Section 10, Clause 1 of the U.S. Constitution.
- A perfected lien against Defendants' assets in satisfaction of this judgment.
- Any and all additional relief deemed just and appropriate by the Court.

284. Defendants' failure to rebut Plaintiff's sworn affidavits constitutes tacit admission of all claims asserted herein. Plaintiff is therefore entitled to declaratory and summary judgment as a matter of law.

### ***EIGHTEENTH (18th) CAUSE OF ACTION***

**(Summary Judgement as a Matter of Law – Against all Defendants)**

285. Plaintiff re-affirms and incorporates paragraphs 1 through 284 as if fully set forth herein.

286. Plaintiff respectfully moves for **summary judgment** in their favor as the **undisputed material facts** establish Defendants' **liability** under the clear, enforceable terms of the **Contract and Security Agreement**. As a matter of law, Defendants have:

- 1 • **Explicitly stipulated and accepted**, through their conduct and inaction, a  
2 **binding judgment, summary judgment, and lien authorization** (pursuant  
3 to U.C.C. § 9-509).
- 4 • **Accepted liability in the agreed-upon amount of **One Trillion Dollars****  
5 **(\$1,000,000,000,000.00)** in lawfully recognized currency, such as gold and silver  
6 coin, as authorized under Article I, Section 10, Clause 1 of the U.S. Constitution,  
7 as evidenced by their failure to rebut the *unrebutted* commercial affidavits and  
8 the self-executing Contract and Security Agreement.
- 9 • **Waived any grounds to contest this judgment through tacit procurement,**  
10 **silent acquiescence, and willful default.**

11 287. Defendants were **duly served** with the necessary legal instruments,  
12 including:

- 13 • ***Unrebutted*** affidavits establishing the facts of this case.
- 14 • **Contract and Security Agreement** – confirmed and accepted via USPS **Registered,**  
15 **Express, and/or Certified Mail (Form 3811).** See exhibits E, F, G, and H.
- 16 • **Public notices and filings confirming Defendants' default and consent to**  
17 **judgment.**

18 288. Application of **Rule 56 of the Federal Rules of Civil Procedure:** Under Rule  
19 56(a) of the Federal Rules of Civil Procedure, summary judgment must be granted  
20 when:

21 *"The movant shows that there is no genuine dispute as to any material fact and the*  
22 *movant is entitled to judgment as a matter of law."*

23 289. The undisputed, unrebutted commercial affidavits conclusively establish:

- 24 • **Defendants' liability** under the Contract and Security Agreement.
- 25 • **Defendants' failure to rebut or contest the claims**, making all facts stated  
26 therein legally binding.
- 27 • **Defendants' waiver of defenses and objections** due to willful silence and  
28 acquiescence.

290. Since all material facts have been admitted and remain undisputed, Plaintiff is entitled to summary judgment as a matter of law.

291. **Application of Legal Doctrines:** Pursuant to well-established legal principles, **this matter is conclusively settled** and cannot be contested:

- **Res Judicata** – The matters presented in Plaintiff’s affidavits are **final and binding**, precluding Defendants from raising any new defenses or objections.
- **Collateral Estoppel** – The **administrative findings** contained in Plaintiff’s un rebutted affidavits are **conclusive and enforceable** as a matter of law.
- **Stare Decisis** – The legal issues presented in this case have been established through precedent and must be applied consistently.

292. Given these uncontested facts, there is no genuine issue of material fact, making summary judgment appropriate as a matter of law.

293. **California Code of Civil Procedure § 437c(a):** Under California Code of Civil Procedure § 437c(a):

“A party may move for summary judgment if it is contended that the action has no merit or that there is no defense to the action. The motion shall be granted if all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.”

294. Since all material facts have been deemed admitted and remain undisputed, Plaintiff is entitled to judgment in their favor.

**CLAIM, REQUEST, and DEMAND FOR RELIEF:**

295. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 294 as if fully set forth herein.

296. Plaintiff **respectfully and honorably** demands the following relief:

1. Summary Judgment as a matter of law, in the Amount of **One Trillion Dollars (\$1,000,000,000,000.00)** in lawfully recognized currency, such as **gold and silver coin**, as authorized under Article I, Section 10, Clause 1 of the U.S. Constitution.

- **Liquidated damages** as agreed upon in the Contract and Security Agreement.
- **Full satisfaction of all claims through enforcement of the perfected lien.**

2. **Permanent Injunction Against Defendants**

- **Prohibiting further fraud, extortion, coercion, and unlawful interference.**
- **Ordering the immediate cessation of all unlawful acts affecting Plaintiff's rights and property.**

3. **Compensatory and Treble Damages**

- **Full restitution for all property, assets, and funds wrongfully taken or transferred.**
- **Treble damages under applicable statutes, including RICO violations (18 U.S.C. § 1964(c)).**

4. **Declaratory Judgment Affirming Defendants' Liability**

- **Confirming that all fraudulent claims, documents, and transactions asserted by Defendants are null and void.**
- **Affirming that Defendants have willfully violated federal and state laws, entitling Plaintiff to full legal and equitable relief.**

5. **Enforcement of the Lien Against Defendants' Assets**

- **Perfected lien under U.C.C. § 9-509, securing Plaintiff's claims against all property, accounts, and holdings of Defendants.**
- **Immediate liquidation of assets to satisfy judgment.**

6. **Any Additional Relief Deemed Just and Proper by the Court.**

7. **Defendants have failed to rebut the sworn commercial affidavits, have waived all defenses through silence, and are bound by the terms of the Contract and Security Agreement. Under Rule 56 of the Federal Rules of Civil Procedure, Plaintiff is entitled to immediate**

summary judgment, full relief, and enforcement of all remedies requested herein.

111. Exhibits “A” through “BB,” which include the unrebutted commercial affidavits and related documentation establishing Defendants' tacit agreement and the undisputed merit and validity of Plaintiff's claims.

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### **LIST OF EXHIBITS / EVIDENCE:**

1. Exhibit A: Affidavit: Power of Attorney In Fact'
2. Exhibit B: Hold Harmless Agreement
3. Exhibit C: Private UCC Contract Trust/UCC1 filing #[2024385925-4](#).
4. Exhibit D: Private UCC Contract Trust/UCC3 filing ##[2024402990-2](#) .
5. E Exhibit E: [Contract](#) Security Agreement #[RF775820621US](#), titled: [NOTICE OF CONDITIONAL ACCEPTANCE](#), and [FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON](#).
6. Exhibit F: [Contract](#) Security Agreement #[RF775821088US](#), titled: [NOTICE OF DEFAULT](#), and [FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON](#)
7. Exhibit G: [Contract](#) Security Agreement #[RF775822582US](#), titled: [NOTICE OF DEFAULT AND OPPORTUNITY TO CURE](#) AND [NOTICE OF FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, KIDNAPPING](#).
8. Exhibit H: [Contract](#) Security Agreement #[RF775823645US](#), titled: [Affidavit Certificate](#) of Dishonor, Non-response, [DEFAULT](#), [JUDGEMENT](#), and [LIEN AUTHORIZATION](#).
9. Exhibit I: Form 3811 corresponding to Exhibit E.



10. **Exhibit J:** Form 3811 corresponding to Exhibit F.
11. **Exhibit K:** Form 3811 corresponding to Exhibit G.
12. **Exhibit L:** Form 3811 corresponding to Exhibit H.
13. **Exhibit M:** INVOICE/TRUE BILL #**RIVSHERTREAS12312024**
14. **Exhibit N:** Copy of 'MASTER DISCHARGE AND INDEMNITY BOND'  
#RF661448567US.
15. **Exhibit O:** Photograph(s) of Defendant/Respondent Gregory D Eastwood.
16. **Exhibit P:** Photograph(s) of Defendant/Respondent Robert C V Bowman.
17. **Exhibit Q:** Photograph(s) of Defendant/Respondent Willam Pratt.
18. **Exhibit R:** Affidavit 'Right to Travel': *CANCELLATION*, TERMINATION, AND  
REVOCAION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT  
and AGREEMENT. LICENSE/BOND # B6735991
19. **Exhibit S:** Revocation Termination and Cancelation of Franchise.
20. **Exhibit T:** CITATION/BOND #**TE464702**, accepted **under threat, duress, and  
coercion.**
21. **Exhibit U:** Private Transport's PRIVATE PLATE displayed on the automobile
22. **Exhibit V:** Copy of "Automobile" and "commercial vehicle" defined by DMV  
(Department of Motor Vehicles).
23. **Exhibit W:** Copy of CA CODE § 260 from <https://leginfo.legislature.ca.gov>.
24. **Exhibit X:** national/non-citizen national passport card #**C35510079**.
25. **Exhibit Y:** national/non-citizen national passport book #**A39235161**.
26. **Exhibit Z:** <sup>TM</sup>KEVIN LEWIS WALKER© Copyright and Trademark Agreement.
27. **Exhibit AA:** A copy of American Bar Association's 'Attorney In Fact' Definition.
28. **Exhibit BB:** A Copy of Rule 8.4: (Misconduct) of the American Bar Association.

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**COMMERCIAL OATH AND VERIFICATION:**

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

I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and not misleading to the best of Affiant's knowledge and belief under penalty of International Commercial Law and state this to be HIS Affidavit of Truth regarding same signed and sealed this 17TH day of APRIL in the year of Our Lord two thousand and twenty five:

proceeding *sui juris, In Propria Persona*, by *Special Limited Appearance*,  
**All rights reserved without prejudice and without recourse.**

By: 

Kevin Walker, national, Secured Party

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

*sui juris, By Special Limited Appearance,*

By: 

Domabelle Mortel (Witness)

*sui juris, By Special Limited Appearance,*

By: 

Corey Walker (Witness)

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# PROOF OF SERVICE

STATE OF CALIFORNIA )  
) ss.  
COUNTY OF RIVERSIDE )

I competent, over the age of eighteen years, and not a party to the within action. My mailing address is the Delfond Group, care of: 30650 Rancho California Road suite 406-251, Temecula, California [92591]. On or before April 17, 2025, I served the within documents:

1. **[AMENDED] VERIFIED COMPLAINT FOR FRAUD, BREACH OF CONTRACT, THEFT, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, CONSPIRACY, RACKETEERING, KIDNAPPING, TORTURE, and SUMMARY JUDGEMENT AS A MATTER OF LAW.**
2. **Exhibits A through BB.**
3. **NOTICE OF FILING FIRST AMENDED VERIFIED COMPLAINT AS A MATTER OF COURSE**

**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 Gruwell,  
C/o RIVERSIDE SHERIFF  
30755-D Auld Road, Suite L-067  
Murrieta, California [92563]**

**Registered Mail #RF775824929US**

**Steven-Arthur: Sherman**

C/o STEVEN ARTHUR SHERMAN

1631 East 18th Street

Santa Ana, California [92705-7101]

**Registered Mail #RF775824932US**, with form 3811

**Chad: Bianco**

C/o RIVERSIDE COUNTY SHERIFF

4095 Lemon Street, 2nd Floor

Riverside, California [92501]

**Registered Mail #RF775824946US**, with form 3811

**Clerk, Agent(s), Fiduciary(ies)**

C/o CLERK OF COURT

350 West 1st Street, Courtroom 9B, 9th Floor

Los Angeles, California [90012]

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**Pam Bondi**

C/o U.S. Department of Justice

950 Pennsylvania Avenue, North West

Washington, District of Columbia [20530]

**Registered Mail #RF775824963US**, with form 3811

**Miranda Thomson, Michael Hestrin**

C/o RIVERSIDE COUNTY DISTRICT ATTORNEY, THE PEOPLE OF  
THE STATE OF CALIFORNIA

3960 Orange Street

Riverside, California [92501]

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

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**Miranda Thomson, Michael Hestrin**

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THE STATE OF CALIFORNIA  
3960 Orange Street  
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[DAOoffice@rivco.org](mailto:DAOoffice@rivco.org)

I declare under penalty of perjury under the laws of the State of California  
that the above is true and correct. Executed on April 17, 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.

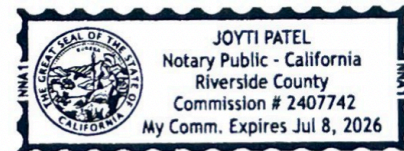
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

County of Riverside )

On this 17th day of April, 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)