

1 Kevin: Walker, *sui juris, In Propria Persona*
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6 *Attorney-In-Fact, Executor, and Authorized Representative,*
7 *for Real Party(ies) in Interest and Purported Defendant*
8 TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©,
9 TMKEVIN WALKER© IRR TRUST

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF RIVERSIDE**

12 **THE PEOPLE OF THE STATE OF**
13 **CALIFORNIA,**
14 [Purported] *Plaintiff,*
15
16 *vs.*
17 TMKEVIN LEWIS WALKER©,
18 [Purported] *Defendant/Real Party In Interest.*

Case No.: MISW2501134

PURPORTED DEFENDANT'S VERIFIED
NOTICE OF CONDITIONAL
ACCEPTANCE, NOTICE OF
MANDATORY COUNTERCLAIM, AND
NOTICE OF JUDICIAL FRAUD AND
CONSPIRACY TO DEPRIVE UNDER
COLOR OF LAW, AND DEMAND FOR
DISMISSAL, SANCTIONS,
RESTITUTION, AND SUMMARY
JUDGEMENT AS A MATTER OF LAW
IN FAVOR OF PURPORTED
DEFENDANT

19 **PURPORTED DEFENDANT'S VERIFIED NOTICE OF CONDITIONAL**
20 **ACCEPTANCE, NOTICE OF MANDATORY COUNTERCLAIM, AND NOTICE OF**
21 **JUDICIAL FRAUD AND CONSPIRACY TO DEPRIVE UNDER COLOR OF LAW,**
22 **AND DEMAND FOR DISMISSAL, SANCTIONS, RESTITUTION, AND SUMMARY**
23 **JUDGEMENT AS A MATTER OF LAW IN FAVOR OF PURPORTED DEFENDANT**

24 **COMES NOW,** Purported Defendant TMKEVIN LEWIS WALKER©
25 (hereinafter "*Purported Defendant*" and/or "*Defendant*" and/or "*Real Party in*
26 *Interest*"), by and through Defendant's Attorney-in-Fact, **Kevin: Walker**, who is
27 proceeding *sui juris, In Propria Persona*, and by **Special Limited Appearance**
28 (NOT generally). **Kevin** is a natural, *freeborn sovereign*; one of the **People invoking**

1 *common law, exclusive equity, and fairness*, and **American national of the**
2 **republic** in its **de jure** capacity as one of the several states of the Union established
3 in 1789. This incidentally makes him a **non-citizen national** of the **republic** as per
4 the **De'Jure Constitution for the United States 1777/1789**.

5 *Purported Defendant*, acting through their *Attorney-in-Fact*, assert their
6 **inherent unalienable** right to **contract**, as secured by **Article I, Section 10** of
7 the **Constitution**, which states: "**No State shall... pass any Law impairing the**
8 **Obligation of Contracts**," and thus which *prohibits* states from impairing the
9 obligation of **contracts**.

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

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

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

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

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

- 25 • An **attorney-in-fact** derives their authority from a written instrument,
26 commonly referred to as a "**power of attorney**."
- 27 • A **constituent** may lawfully delegate authority to an **attorney-in-fact** to act in
28 their place.

- 1 • This designation is distinct from an **attorney-at-law**, as it pertains to an
2 individual acting under a **special agency or letter of attorney** for particular
3 actions.
- 4 • Even individuals who are otherwise disqualified from acting in their own legal
5 capacity, such as minors or married women (historically referred to as **femes coverts**),
6 may act as an **attorney-in-fact** for others if they have the necessary understanding.

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

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

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

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

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

21 The authority of an attorney-in-fact is explicitly recognized in various statutory and
22 commercial codes, reinforcing its binding nature:

- 23 • **U.C.C. § 3-402**: Establishes that an authorized representative, including an
24 attorney-in-fact, can bind the principal in contractual and financial
25 transactions.
- 26 • **28 U.S.C. § 1654**: Confirms that "**parties may plead and conduct their own**
27 **cases personally or by counsel**", reinforcing the Plaintiffs' right to self-
28 representation and the use of an attorney-in-fact.

- 1 • **26 U.S.C. § 2203:** Recognizes executors, including attorneys-in-fact, in matters
2 of estate administration and tax liability.
- 3 • **26 U.S.C. § 7603:** Acknowledges that an attorney-in-fact may lawfully receive
4 and respond to IRS summonses on behalf of the principal.
- 5 • **26 U.S.C. § 6903:** Confirms that fiduciaries, including attorneys-in-fact, are
6 recognized in tax matters and are legally bound to act in their principal's best
7 interest.
- 8 • **26 U.S.C. § 6036:** Establishes that attorneys-in-fact can handle affairs related to
9 the administration of decedent estates and trust entities.
- 10 • **26 U.S.C. § 6402:** Grants attorneys-in-fact the authority to receive and
11 negotiate tax refunds and credits on behalf of the principal.

12 Defendant has clearly presented a valid "**Affidavit: Power of Attorney In**
13 **Fact**" (Exhibit A), which lawfully confers upon them the authority to act in this
14 matter. The legal principles established by the **UCC and statutory law further**
15 **reinforce the binding authority of Plaintiffs' affidavits and agreements.**

16 Defendants' assertion that a **trust cannot be represented by an attorney-in-fact**
17 **contradicts well-established statutory, commercial, and legal principles.** By
18 denying this legal reality, **Defendants engage in intentional misrepresentation**
19 **and mockery of long-standing legal doctrine, further demonstrating their lack of**
20 **credibility and bad faith in these proceedings**

21 **III. Legal Basis for Proof of Delivery via Registered Mail**

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

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

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

22 **Application of the Mailbox Rule**

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

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

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

12 **VII. FRAUDULENT NATURE OF ALL PURPORTED PLAINTIFF'S** 13 **ACTIONS AND CLAIMS**

- 14 8. Purported Defendant asserts and affirms that the entirety of this action by the
15 *purported* Plaintiff is predicated entirely on **fraudulent claims**.
- 16 9. The Plaintiff, who **purports** to have authority and/or standing to bring this
17 action, is in fact a Defendant in a **pre-existing** claim and legal matter and
18 purported **Plaintiff is in DEFAULT and DISHONOR**, as evidenced by the
19 '**Affidavit Certificate** of Dishonor, Non-response, **DEFAULT, JUDGEMENT, and**
20 **LIEN AUTHORIZATION**' and **LIEN AUTHORIZATION** (see Exhibit E) and as
21 also evidenced by Federal Lawsuit Case No.: **5:25-cv-00646-WLH-MAA**, filed
22 on **March 11, 2025** (see Exhibit F).

23 **IV. Plaintiff's Presumption of Dishonor under U.C.C. § 3-505 and** 24 **Evidence Proving Plaintiff's Dishonor**

- 25 1. The failure of Plaintiff and/or *Does 1-100 inclusive* to rebut or provide any valid
26 evidence of their performance is further confirmed by the, '**AFFIDAVIT**
27 **CERTIFICATE of DISHONOR, NON-RESPONSE, DEFAULT, JUDGEMENT, and**
28 **LIEN AUTHORIZATION**' /Self-Executing Contract Security Agreement (See

1 Exhibit E), which is **duly notarized** and complies with the requirements of
2 U.C.C. § 3-505.

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

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

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

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

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

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

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

- 26 3. The **notarized** 'AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE,
27 DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION"/Self-Executing
28 Contract Security Agreement (Exhibit H), complies with these requirements and

1 serves as a formal protest and **evidence of dishonor** under **U.C.C. § 3-505**, as it
2 clearly documents Plaintiff's refusal to respond or provide the necessary rebuttal
3 to Defendants' **verified** claims.

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

9 5. Plaintiff may **not** argue, controvert, or otherwise protest the finality of the
10 **administrative findings** established through the *unrebutted* affidavits. As per
11 established legal **principles**, once an **affidavit** is submitted and not rebutted, **its**
12 **content is accepted as true**, and **Plaintiff and Does-100 inclusive is/are barred**
13 from contesting these findings in subsequent processes, **whether administrative**
14 **or judicial**.

15 **X. Constitutional and State Protections for *Private Rights***

16 The Purported Defendant asserts that their **private, secured rights** are protected by
17 the **United States Constitution**, the **Bill of Rights**, the **common law**, and **exclusive**
18 **equity jurisdiction**, which together govern the individual's ability to contract
19 freely, maintain dominion over private property, and be free from arbitrary
20 interference by the State or its agents.

21 The following legal authorities support the Defendant's position:

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

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

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

26 **VI. Supremacy Clause:**

27 The Purported Defendant further affirms that the **Supremacy Clause** of the United
28 States Constitution, **Article VI, Clause 2**, provides that:

1 “This Constitution, and the Laws of the United States which shall be made in Pursuance
2 thereof; and all Treaties made... shall be the **supreme Law of the Land**; and the Judges
3 in every State shall be **bound** thereby, any Thing in the Constitution or Laws of any
4 State to the Contrary notwithstanding.”

5 As such, federal constitutional protections **override** any conflicting state laws, rules,
6 or ordinances. State Courts, officers, and agents are **bound** to uphold the federal
7 Constitution as the **highest law of the land**. This authority, however, is limited to
8 acts made **in pursuance of the Constitution** – federal or state laws or actions
9 outside of constitutional limits are **null and void**.

10 VII. California State Constitution – Parallel Protections

11 Under the **California Constitution**, Article I – Declaration of Rights, the
12 Defendant’s rights are similarly preserved:

- 13 • **Section 1:** “All people are by nature free and independent and have inalienable
14 rights. Among these are enjoying and defending life and liberty, acquiring,
15 possessing, and protecting property, and pursuing and obtaining safety, happiness,
16 and privacy.”
- 17 • **Section 7:** “A person may not be deprived of life, liberty, or property without due
18 process of law...”
- 19 • **Section 13:** “The right of the people to be secure in their persons, houses,
20 papers, and effects against unreasonable seizures and searches may not be
21 violated...”

22 These provisions reiterate that the Defendant’s private rights are secured not only
23 by the federal Constitution but also by the **organic law of California**, which exists
24 in harmony with and subordinate to the supreme law of the United States.

25 VIII. NOTICE OF CONDITIONAL ACCEPTANCE

26 This NOTICE OF **CONDITIONAL ACCEPTANCE** is issued in response to the
27 **fraudulent** charges filed against the purported Defendant in the document
28 **received March 25, 2025**, associated with OFFER/CONTRACT/CASE/trust action

1 #MISW2501134, but **dated March 14, 2025**. The purported Defendant **conditionally**
2 **accepts** the legitimacy of this **unsigned, defective, alleged** complaint, and
3 **fraudulent and retaliatory “charges” upon evidence and proof of claim and**
4 **evidence and proof of the following** from the *purported* Plaintiff:

- 5 1. **Upon evidence and proof from the purported Plaintiff** of the existence of a
6 **valid corpus delicti**, i.e., a demonstrable injury to person or property,
7 committed by the purported Defendant, **and a verified** complaint from an
8 **actual injured party** having **firsthand knowledge, sworn under penalty of**
9 **perjury**.
- 10 2. **Upon evidence and proof from the purported Plaintiff** that **the government,**
11 **agency, or officer can lawfully appear as an “injured party”** in a private legal
12 controversy, despite the long-settled principle that **a fictitious entity or political**
13 **subdivision cannot be a “party of interest” or suffer injury in fact without a**
14 **living, natural man or woman asserting a verified claim.**
- 15 3. **Upon evidence and proof from the purported Plaintiff** that the stop was
16 conducted *with probable cause* and **NOT in violation of constitutional**
17 **protections under the Fourth, Fifth, and Fourteenth Amendments, as**
18 **evidenced by Verified Commercial Affidavit #RF775820621US,**
19 **#RF775821088US, #RF775822582US , and #RF775823645US.** Copy of said
20 **Verified Commercial Affidavits are attached as Exhibits B, C, D, and E**
21 **respectively, and incorporated herein by reference.**
- 22 4. **Upon evidence and proof from the purported Plaintiff** that the “peace officer”
23 had **constitutional and lawful authority** to demand a **driver’s license**, despite
24 the fact that the Purported Defendant was **NOT engaged in commercial activity**
25 **and was traveling in a private automobile and transport clearly marked as**
26 **such: “PRIVATE”.**
- 27 5. **Upon evidence and proof from the purported Plaintiff** that the fabricated
28 **“charges” filed on March 14, 2025 with a was NOT a retaliatory action, filed in**

1 **bad faith**, just days after Federal Lawsuit Case No.: **5:25-cv-00646-WLH-MAA**
2 was initiated on **March 11, 2025** against the same alleged “peace officer,”
3 Gregory Eastwood and/or Robert Bowman. A copy of the Federal Lawsuit, with
4 affirmed violations under color of law and of **42 U.S.C. § 1983 and 18 U.S.C. §**
5 **242**, as well as other federal violations, is attached as **Exhibit F** and incorporated
6 herein by reference.

- 7 6. **Upon evidence and proof from the purported Plaintiff** that the “charges” are
8 **NOT** in violation of **18 U.S.C. §§ 241-242**, concerning conspiracy and
9 deprivation of rights under color of law.
- 10 7. **Upon evidence and proof from the purported Plaintiff** that the 'charges' and
11 related enforcement actions are not a form of commercial fraud, securities fraud,
12 or bank fraud in violation of **18 U.S.C. § 1344**, wherein negotiable instruments
13 and personal identifying information are used without consent, disclosure, or
14 lawful authority to generate revenue or initiate unauthorized financial
15 transactions.
- 16 8. **Upon evidence and proof from the purported Plaintiff** that the initiation,
17 enforcement, and perpetuation of the fabricated 'charges' are not part of a
18 pattern of racketeering activity in violation of the **Racketeer Influenced and**
19 **Corrupt Organizations Act (RICO)**, **18 U.S.C. §§ 1961-1968**, involving mail
20 fraud, wire fraud, extortion, conspiracy, and the deprivation of rights under
21 color of law.
- 22 9. **Upon evidence and proof from the purported Plaintiff** that the 'charges' were
23 not made or enforced under false pretenses, constructive fraud, or fraudulent
24 inducement – wherein a legal obligation was presumed without full disclosure,
25 valid contract, or lawful authority – contrary to established principles of equity,
26 contract law, and the Constitution
- 27 10. **Upon evidence and proof from the purported Plaintiff** that the enforcement of
28 these 'charges' is not an act of extortion under **18 U.S.C. § 1951 (Hobbs Act)**,

1 particularly targeting a private, peaceful national under threat, duress, or
2 coercion, and without jurisdictional or lawful authority to compel performance
3 or payment.

4 **11. Upon evidence and proof from the purported Plaintiff** that the fabricated
5 'charges' and all acts of enforcement thereunder do not violate **18 U.S.C. § 112**,
6 which prohibits threats, coercion, intimidation, or obstruction against
7 internationally protected persons or official guests, and further that the
8 Defendant is not acting in a private foreign capacity with protected status under
9 international law or treaty

10 **12. Upon evidence and proof from the purported Plaintiff** that the use of mailing
11 systems, citations, or instruments in the matter at hand does not constitute mail
12 fraud in violation of **18 U.S.C. § 1341**, or the unlawful use of government
13 channels to deliver unconscionable or fraudulent offers disguised as legal
14 obligations.

15 **13. Upon evidence and proof from the purported Plaintiff** that the instruments
16 involved have not been converted, securitized, monetized, or used as collateral
17 in a manner constituting securities fraud or unlawful conversion of bonded
18 energy under **15 U.S.C. §§ 78j(b) and 77q**, or related statutory violations

19 **14. Upon evidence and proof from the purported Plaintiff** that the use of the
20 Defendant's legal name or identifying information does not amount to unlawful
21 impersonation, identity theft, or misrepresentation under **18 U.S.C. § 1028**, and
22 that no presumption of corporate personhood has been fraudulently assigned to
23 a living man or woman without consent.

24 **15. Upon evidence and proof from the purported Plaintiff** that the alleged
25 requirement to provide a "driver's license" is **applicable** to the Defendant even
26 when no crime was being committed, **and the stop itself was lawful.**

27 **16. Upon evidence and proof from purported Plaintiff** that the CITATION/
28 INSTRUMENT/OFFER #[TE464702](#) was accepted intentionally, *willfully*, and

- 1 and indorsed, and not done so under threat, duress, and/or coercion, and with
2 full and complete disclosure, and lawful authority.
- 3 17. **Upon evidence and proof from the purported Plaintiff** that the **California**
4 **Vehicle Code § 260** lawfully applies to **private** “automobiles” and explicitly
5 requires their registration, notwithstanding the clear distinction made between
6 **private** and *commercial* vehicles in the code itself.
- 7 18. **Upon evidence and proof from the purported Plaintiff** that anything allegedly
8 obtained during the **unconstitutional and unlawful** stop was not the **fruit of a**
9 **poisonous tree**, as admitted by the peace officer Gregory Eastwood in the
10 *unrbutted affidavits* (See Exhibits B, C, D, and E).
- 11 19. **Upon evidence and proof from the purported Plaintiff** that Exhibits B, C, D, and E
12 and do NOT serve as *prima facie evidence* of fraud, coercion, extortion, kidnapping,
13 torture, identity theft, false pretenses, bank fraud, treason, and deprivation of rights
14 under color of law by Purported Plaintiff and/or Gregory Eastwood and/or Robert
15 Bowman and/or Nicholas Gruwell and/or Joseph Sinz and/or Chad Bianco.
- 16 20. **Upon evidence and proof from the purported Plaintiff** that the **18 U.S. Code §**
17 **31(6)** includes **private** “automobiles” within its definition of “motor vehicle,”
18 contrary to its express limitation to vehicles used for **commercial** purposes.
- 19 21. **Upon evidence and proof from the purported Plaintiff** that it is **NOT** a
20 fundamental **Right** to travel, and it is **factually** and actually a privilege, and
21 NOT a gift granted by the Supreme Creator and restated by our founding
22 fathers as *Unalienable* and cannot be taken by any Man / Government made
23 Law or color of law known as a private “Code” (secret) or a “Statute.
- 24 22. **Upon evidence and proof from the purported Plaintiff** demonstrating the
25 issuing authority’s jurisdiction to impose statutory obligations upon **private**
26 individuals utilizing **private** *automobiles* for personal purposes.
- 27 23. **Upon evidence and proof from the purported Plaintiff** that the living man,
28 natural freeborn sovereign, state Citizen: Californian, national/non-citizen

1 national, **Kevin: Walker**, *sui juris*, does **NOT** possess the *unalienable* inherent,
2 unalienable **right** to travel in His private automobile/private transport, free of
3 harassment, trespass, restrictions, and/or encumbrances.

4 **24. Upon evidence and proof from the purported Plaintiff** that, it is **NOT**
5 **well established law** that the **highways** of the State **are public property**,
6 **and their primary and preferred use is for private purposes**, and that
7 their use for purposes of gain is special and extraordinary which, generally
8 at least, the legislature may prohibit or condition as it sees fit." See,
9 [Stephenson vs. Rinford, 287 US 251; Pachard vs Banton, 264 US 140, and](#)
10 [cases cited; Frost and F. Trucking Co. vs. Railroad Commission, 271 US 592;](#)
11 [Railroad commission vs. Inter-City Forwarding Co., 57 SW.2d 290; Parlett](#)
12 [Cooperative vs. Tidewater Lines, 164 A. 313.](#)

13 **25. Upon evidence and proof from the purported Plaintiff** that, a vehicle **NOT**
14 used for **commercial** activity is **NOT** a "consumer good , and ...it IS a type of
15 vehicle **required** to be registered and "use tax" paid of which the tab is evidence
16 of receipt of the tax. See, [Bank of Boston vs Jones, 4 UCC Rep. Serv. 1021, 236](#)
17 [A2d 484, UCC PP 9-109.14.](#)

18 **26. Upon evidence and proof from the purported Plaintiff** that, the entirety
19 of this transaction does not constitute a "**commercial**" matter under
20 applicable law.

21 **27. Upon evidence and proof from purported Plaintiff** that, 'the claim and exercise
22 of a constitutional **right** CAN be converted into a crime.' See, [Miller v. U.S., 230](#)
23 [F 2d 486, 489.](#)

24 **28. Upon evidence and proof from the purported Plaintiff** that, One does **NOT**
25 have constitutional **right** to use and enjoyment of his property." See, [Simpson v.](#)
26 [Los Angeles \(1935\), 4 C.2d 60, 47 P.2d 474.](#)

27 //

28 //

- 1 29. Upon evidence and proof from the purported Plaintiff that **private men and**
2 **women** are required to give up their **right** to “travel,” for the purported
3 “benefit” and privilege of “driving” a “motor vehicle.”
- 4 30. Upon evidence and proof from the purported Plaintiff that [28 U.S. Code §](#)
5 [3002\(15\) - Definitions](#) does **NOT** stipulate, “United States” means — (A) a **Federal**
6 **corporation**; (B) an agency, department, commission, board, or other entity of
7 the United States; or (C) an instrumentality of the United States.
- 8 31. Upon evidence and proof from the purported Plaintiff that, [8 U.S. Code](#)
9 [1101\(a\)\(22\) - Definition](#), does **NOT** expressly stipulates, “ (22)The term
10 “**national** of the United States” means (A) a citizen of the United States, or (B) a
11 person who, though **not** a citizen of the United States, owes permanent
12 allegiance to the United States.
- 13 32. Upon evidence and proof from the purported Plaintiff that, the
14 individual may **NOT** stand upon his **constitutional rights** as a citizen. He
15 is NOT entitled to carry on his **private** business in his own way. **His**
16 **power to contract is NOT unlimited**. He owes such duty [to submit his
17 books and papers for an examination] to the State, and upon proof that his
18 rights are NOT such as existed by the law of the land [Common Law] **long**
19 **antecedent to the organization of the State**, and CAN be taken from him
20 without due process of law, or in accordance with the Constitution. NOT
21 among his **rights** are a **refusal to incriminate himself**, and **the immunity**
22 **of himself and his property from arrest or seizure except under a**
23 **warrant of the law, and upon proof that he owes the public even though**
24 **does not trespass upon their rights. See, [Hale v. Henkel, 201 U.S. 43 at 47](#)**
25 **[\(1905\)](#).**
- 26 33. Upon evidence and proof from the purported Plaintiff that, all laws which are
27 repugnant to the Constitution are **NOT null and void**. See, [Chief Justice](#)
28 [Marshall, Marbury vs Madison, 5, U.S. \(Cranch\) 137, 174, 176 \(1803\)](#).

- 1 34. **Upon evidence and proof from the purported Plaintiff** that the for Hire”
2 DRIVER’S LICENSE CONTRACT and AGREEMENT BOND #B6735991 was
3 **NOT CANCELED**, TERMINATED, REVOKED, and **LIQUIDATED**, ACCEPTED
4 FOR VALUE AND EXEMPT FROM LEVY, FOR RELEASE, CREDIT, AND
5 DEPOSIT TO **PRIVATE** POST REGISTERED, with the U.S. Treasury, with the
6 retaining full control and access to all respective right, interest, titles, and
7 credits, as evidenced by the contract security agreement and affidavit titled,
8 ‘AFFIDAVIT RIGHT TO TRAVEL **CANCELLATION**, TERMINATION, AND
9 REVOCATION of COMMERCIAL “For Hire” DRIVER’S LICENSE
10 CONTRACT and AGREEMENT. LICENSE/BOND # B6735991. A true and
11 correct copy attached hereto as **Exhibit G** and incorporated herein by reference.
- 12 35. **Upon evidence and proof from purported Plaintiff** that it was **NOT** noted in
13 Land v. Dollar, 338 US 731 (1947), “that when the government entered into a
14 **commercial** field of activity, it **left immunity behind.**” This principle is further
15 affirmed in *Brady v. Roosevelt*, 317 U.S. 575 (1943); *FHA v. Burr*, 309 U.S. 242
16 (1940); and *Kiefer v. RFC*, 306 U.S. 381 (1939).
- 17 36. **Upon evidence and proof from purported Plaintiff** that it was **NOT**
18 established under the Clearfield Doctrine, as articulated in *Clearfield Trust Co. v.*
19 *United States*, 318 U.S. 363 (1943), that when the government engages in
20 commercial or proprietary activities, it sheds its sovereignty and is subject to the
21 same rules and liabilities as any **private** corporation.
- 22 37. **Upon evidence and proof from purported Plaintiff** that these matters have not
23 already been settled under **res judicata**, **stare decisis**, and **collateral estoppel**, as
24 **evidenced** by Exhibits B, C, D, and E.

25 **IX. EVIDENCE OF FRAUD, EXTORTION, AND CONSPIRACY TO**
26 **DEPRIVE RIGHTS**

27 These fraudulent ‘charges’ are further evidenced as act of **judicial fraud, extortion,**
28 **coercion, and conspiracy to deprive under color of law**, as evidenced in the **four**

1 **(4) Unrebutted Affidavits and Contract and Security Agreements** (Exhibits B, C,
2 D, and E) that have been lawfully executed and remain **unrebutted**. These
3 affidavits serve as **prima facie evidence** of:

- 4 • **Fraudulent and Retaliatory Prosecution** – The charge was filed **immediately**
5 **after Federal Lawsuit Case #5:25-cv-00646-WLH-MAA** (Exhibit F),
6 evidencing intent to **intimidate, retaliate, and coerce** under false pretenses.
- 7 • **False Pretenses and Unlawful Detainment** – The stop itself was
8 **unconstitutional and illegal**, making all evidence obtained **fruit of the**
9 **poisonous tree** (*Wong Sun v. United States, 371 U.S. 471 (1963)*).
- 10 • **Kidnapping and Torture Under Color of Law** – The unlawful seizure and
11 detainment constitute **kidnapping**, while any coercion, intimidation, or
12 mistreatment while in custody **constitutes torture** under federal and
13 international law.
- 14 • **Criminal Extortion and Abuse of Process** – The use of fraudulent charges to
15 compel compliance **constitutes extortion** under **18 U.S.C. § 1951** and **fraud**
16 **upon the court** (*Hazel-Atlas Glass Co. v. Hartford-Empire Co., 322 U.S. 238*
17 *(1944)*).

18 Since these **affidavits** remain **unrebutted**, their contents must be accepted as
19 **truth and judgment in commerce and law**. Any continued action in reliance
20 on fraudulent claims is **malicious prosecution** and **subject to immediate**
21 **legal consequences**.

22 **X. Final Declaration and Legal Consequences of Non-Response**

23 Absent **verified and admissible proof** of all the claims and points of law outlined
24 above – **within three (3) days** of receipt of this Verified Notice and Demand – **it**
25 **shall stand as a matter of fact and law** that:

- 26 1. The purported Plaintiff is in **default and dishonor**;
- 27 2. The purported Plaintiff has **failed to rebut material facts** and lawful
28 objections made herein;

- 1 3. The purported Plaintiff has **admitted to all allegations by silence,**
2 **acquiescence, and failure to provide proof of claim;** and
- 3 4. This Verified Notice and Demand shall constitute ***prima facie* evidence of**
4 **criminal acts and malfeasance under color of law,** committed by the
5 purported Plaintiff and any agents or officers in concert with said party.

6 The following crimes and violations are therefore **established on the record by**
7 **estoppel and admission** through non-response:

- 8 • **Fraud (Common Law and Commercial)**
- 9 • **Constructive Fraud and False Pretenses**
- 10 • **Conspiracy to Deprive Rights Under Color of Law (18 U.S.C. § 241)**
- 11 • **Deprivation of Rights Under Color of Law (18 U.S.C. § 242)**
- 12 • **Extortion and Coercion (18 U.S.C. § 1951)**
- 13 • **Malicious Prosecution and Abuse of Process**
- 14 • **Mail Fraud and Wire Fraud (18 U.S.C. §§ 1341 & 1343)**
- 15 • **Securities Fraud and Misuse of Negotiable Instruments (15 U.S.C. §§ 78j(b),**
16 **77q)**
- 17 • **Kidnapping and Unlawful Seizure (18 U.S.C. § 1201)**
- 18 • **Torture and Cruel Treatment Under Color of Authority**
- 19 • **Violation of International and Constitutional Protections of Peaceful**
20 **Nationals**
- 21 • **Violation of 18 U.S.C. § 112 - Protection of Foreign Officials and Guests**
- 22 • **Violation of the Fourth, Fifth, Ninth, Tenth, and Fourteenth Amendments**
23 **to the U.S. Constitution**

24 **Accordingly, any continued attempt to prosecute or enforce the subject**
25 **matter of these fraudulent ‘charges’ – absent the evidence and proof**
26 **demanded herein – *shall* constitute willful participation in a criminal**
27 **conspiracy and open all parties involved to personal liability, both civil**
28 **and criminal.**

1 **Let the record reflect: Silence is acquiescence. Silence is agreement. Silence is**
2 **dishonor**

3 **XI. DEMAND FOR DISMISSAL, SANCTIONS, AND**
4 **RESTITUTION**

5 Given the fraudulent nature of this action, the following remedies are demanded:

- 6 • **Immediate Dismissal With Prejudice** – These charges are **void and**
7 **unenforceable**, and any continued prosecution constitutes **malicious**
8 **prosecution and judicial fraud**.
- 9 • **Sanctions Against Responsible Parties** – All individuals responsible for
10 these fraudulent charges must face **civil and criminal sanctions** for their role
11 in violating constitutional rights.
- 12 • **Restitution and Compensation for Damages** – Full financial restitution
13 is demanded for **damages suffered**, including legal fees, **emotional**
14 **distress**, injury and harm resulting from the fraudulent “charges,” in
15 the amount **no less than One Hundred Million Dollars**
16 **(\$100,000,000.00)**.
- 17 • **Reasonable Attorney’s Fees and Costs** – Reimbursement of
18 reasonable attorney’s fees totaling the sum of **One Million Dollars**
19 **(\$1,000,000.00)**
- 20 • **Referral for Federal Investigation** – This matter must be referred to the **U.S.**
21 **Department of Justice and appropriate oversight agencies** for violations of
22 no less than 18 U.S.C. §§ 241-242.

23 **XII. ‘SPECIAL DEPOSIT’ and ‘Full Faith and Credit’: 31 U.S. Code §**
24 **5312 and U.C.C. § 3-104**

25 This notarized and indorsed VERIFIED NOTICE AND DEMAND/NEGOTIABLE
26 INSTRUMENT serves as a BOND, SPECIAL DEPOSIT, and/or MONETARY
27 INSTRUMENT, as defined by 31 U.S. Code § 5312 and U.C.C. § 3-104, and is further
28 supplemented by the Defendant’s 'full faith and credit' as stipulated by the

1 Constitution. This BOND also satisfies the procedural and substantive requirements
2 of Rule 67 of the Federal Rules of Civil Procedure. Exclusive equity supports this
3 claim, ensuring that no competing claims may infringe upon the Defendant's
4 established rights to this bond or any others, and said instruments shall be reported
5 on IRS Forms 1099-A, 1099-OID, and/or 1099-B, with Plaintiff(s) evidenced as the
6 CREDITOR(S)..

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

8 As under **12 U.S.C. 1813(L)(1)**, [“]the term ‘deposit’ means – the unpaid
9 balance of money or its equivalent received or held by a bank or savings
10 association in the usual course of business and **for which it has given or**
11 **is obligated to give credit**, either conditionally or unconditionally, to a
12 commercial, checking, savings, time, or thrift account, or which is
13 evidenced by its certificate of **deposit**, thrift certificate, investment
14 certificate, certificate of indebtedness, or other similar name, or a check
15 or draft drawn against a deposit account and certified by
16 the bank or savings association, or a letter of credit or a traveler's check
17 on which the bank or savings association is primarily liable: Provided,
18 That, without limiting the generality of the term “**money or its**
19 **equivalent**”, **any such account or instrument must be regarded as**
20 **evidencing** the receipt of the **equivalent of money when credited or**
21 **issued in exchange** for checks or drafts or for a **promissory note** upon
22 which the person obtaining any such **credit** or instrument is primarily or
23 secondarily liable, **or** for a charge against a deposit account, **or** in
24 settlement of **checks, drafts**, or other instruments forwarded to
25 such bank or savings association for collection.[“].

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

27 The Court must recognize and honor the **critical legal distinction** between a
28 **motion** and a **demand**:

- 1 1. A **motion** is a **request** made to the Court, subject to its discretion and judicial
2 interpretation.
- 3 2. A **demand**, by contrast, is the **assertion of an established right** under
4 statutory, constitutional, or equitable law – requiring the Court to **act in**
5 **accordance with law**, not discretion.

6 **XV. LEGAL NOTICE AND RESERVATION OF RIGHTS**

7 This notice is made **with full reservation of rights under UCC 1-308**, and any
8 further attempts to pursue this fraudulent charge **will result in legal action** for
9 fraud, conspiracy, and deprivation of rights Whereas a motion asks for permission, a
10 demand invokes authority. The Court is not at liberty to ignore a demand grounded
11 in unalienable rights and lawfully established protections.

12 //

13 **LIST OF EXHIBITS / EVIDENCE:**

- 14 1. **Exhibit A: Affidavit: Power of Attorney In Fact'**
- 15 2. **E Exhibit B: Affidavit and Contract Security Agreement #RF775820621US, titled:**
16 **NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING,**
17 **CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,**
18 **IDENTITY THEFT, EXTORTION, COERCION, TREASON.**
- 19 3. **Exhibit C: Affidavit and Contract Security Agreement #RF775821088US, titled:**
20 **NOTICE OF DEFAULT, and FRAUD, RACKETEERING, CONSPIRACY,**
21 **DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT,**
22 **EXTORTION, COERCION, TREASON**
- 23 4. **Exhibit D: Affidavit and Contract Security Agreement #RF775822582US, titled:**
24 **NOTICE OF DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF**
25 **FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS**
26 **UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION,**
27 **KIDNAPPING.**
- 28 5. **Exhibit E: Affidavit and Contract Security Agreement #RF775823645US, titled:**

1 **Affidavit Certificate** of Dishonor, Non-response, **DEFAULT**, JUDGEMENT, and
2 **LIEN AUTHORIZATION**.

3 6. **Exhibit F:** VERIFIED COMPLAINT FOR FRAUD, BREACH OF CONTRACT,
4 THEFT, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,
5 CONSPIRACY, RACKETEERING, KIDNAPPING, TORTURE, and SUMMARY
6 JUDGEMENT AS A MATTER OF LAW. Filed **March 11, 2025**.

7 7. **Exhibit G:** AFFIDAVIT RIGHT TO TRAVEL CANCELLATION, TERMINATION,
8 AND REVOCATION of COMMERCIAL "For Hire" DRIVER'S LICENSE
9 CONTRACT and AGREEMENT. LICENSE/BOND # B6735991.

10 8. **Exhibit H:** Hold Harmless Agreement.

11 9. **Exhibit I:** Private UCC Contract Trust/UCC1 filing #**2024385925-4**.

12 10. **Exhibit J:** TMKEVIN LEWIS WALKER© Trademark and Copyright Agreement.

13 11. **Exhibit K:** AFFIDAVIT OF TAX-EXEMPT FOREIGN STATUS.

14 12. **Exhibit L:** AFFIDAVIT: Resolution, Revocation, and Termination of Franchise.

15 13. **Exhibit M:** Copy of *Fraudulent* NOTICE titled, 'MISDEMEANOR COMPLAINT
16 & NOTICE TO APPEAR'. — Dated 03/14/2025 and received 03/25/2025.

17 //

18 **WORDS DEFINED GLOSSARY OF TERMS:**

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

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

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

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

14 3. **financial institution:** a **person**, an **individual**, a **private banker**, a business engaged in vehicle sales, including
15 automobile, airplane, and boat sales, persons involved in real estate closings and settlements, the United States
16 Postal Service, a commercial bank or trust company, any credit union, an agency of the United States Government
17 or of a State or local government carrying out a duty or power of a business described in this paragraph, a broker
18 or dealer in securities or commodities, a currency exchange, or a business engaged in the exchange of currency,
19 funds, or value that substitutes for currency or funds, financial agency, a loan or finance company, an issuer,
20 redeemer, or cashier of travelers’ checks, checks, money orders, or similar instruments, an operator of a credit card
21 system, an insurance company, a licensed sender of money or any other person who engages as a business in the
22 transmission of currency, funds, or value that substitutes for currency, including any person who engages as a
23 business in an informal money transfer system or any network of people who engage as a business in facilitating
24 the transfer of money domestically or internationally outside of the conventional financial institutions system. Ref,
25 31 U.S. Code § 5312 - Definitions and application.

26 4. **individual:** As a noun, this term denotes a single **person** as distinguished from a group or class, and also, very
27 commonly, a private or natural person as distinguished from a partnership, corporation, or association; but it is
28 said that this restrictive signification is not necessarily inherent in the word, and that it **may**, in proper cases,

1 include **artificial persons**. As an adjective: Existing as an indivisible entity. Of or relating to a single person or
2 thing, as opposed to a group.— See Black’s Law Dictionary 4th, 7th, and 8th Edition pages 913, 777, and 2263
3 respectively.

4 5. **5**

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

18 7. **discharge**: To cancel or unloose the obligation of a contract; to make an agreement or contract
19 null and inoperative. Its principal species are rescission, release, accord and satisfaction,
20 performance, judgement, composition, bankruptcy, merger. As applied to demands claims,
21 right of action, incumbrances, etc., to discharge the debt or claim is to extinguish it, to annul
22 its obligatory force, to satisfy it. And here also the term is generic; thus a dent , a mortgage. As
23 a noun, the word means the act or instrument by which the binding force of a contract is
24 terminated, irrespective of whether the contract is carried out to the full extent contemplated
25 (in which case the discharge is the result of performance) or is broken off before complete
26 execution. See, Blacks Law Dictionary 1st, page.

27 8. **pay**: To **discharge** a debt; to deliver to a creditor the value of a debt, either in money or in
28 goods, for his acceptance. To pay is to deliver to a creditor the value of a debt, either in money

- 1 or In goods, for his acceptance, by which the debt is discharged. See Blacks Law Dictionary
2 1st, 2nd, and 3rd edition, pages 880, 883, and 1339 respectively.
- 3 9. **payment:** The performance of a duty, promise, or obligation, or discharge of a debt or liability.
4 by the delivery of money or other value. Also the money or thing so delivered. Performance of
5 an obligation by the delivery of money or some other valuable thing accepted in partial or full
6 discharge of the obligation. [Cases: Payment 1. C.J.S. Payment § 2.] 2. The money or other
7 valuable thing so delivered in satisfaction of an obligation. See Blacks Law Dictionary 1st and
8 8th edition, pages 880-811 and 3576-3577, respectively.
- 9 10. **may:** An auxiliary verb qualifying the meaning of another verb by expressing ability,
10 competency, liberty, permission, probability or contingency. — Regardless of the instrument,
11 however, whether constitution, statute, deed, contract or whatnot, **courts not infrequently**
12 **construe "may" as "shall" or "must".** — See Black's Law Dictionary, 4th Edition page 1131.
- 13 11. **extortion:** The term "**extortion**" means the obtaining of property from another, **with his consent,**
14 **induced by wrongful use of actual or threatened force, violence, or fear, or under color of official**
15 **right.** — See 18 U.S. Code § 1951 - Interference with commerce by threats or violence.
- 16 12. **national:** "foreign government", "foreign official", "internationally protected person",
17 "international organization", "national of the United States", "official guest," and/or "non-
18 citizen national." **They all have the same meaning.** See Title 18 U.S. Code § 112 - Protection of
19 foreign officials, official guests, and internationally protected persons.
- 20 13. **United States:** For the purposes of this Affidavit, the terms "United States" and "U.S." *mean*
21 *only the Federal Legislative Democracy of the District of Columbia, Puerto Rico, U.S. Virgin Islands,*
22 *Guam, American Samoa, and any other Territory within the "United States," which entity has*
23 *its origin and jurisdiction from Article 1, Section 8, Clause 17-18 and Article IV, Section 3,*
24 *Clause 2 of the Constitution for the United States of America. The terms "United States" and*
25 *"U.S." are NOT to be construed to mean or include the sovereign, united 50 states of America.*
- 26 14. **fraud:** deceitful practice or Willful device, resorted to with intent to deprive another of his
27 right, or in some manner to do him an injury. As distinguished from negligence, it is always
28 positive, intentional. as applied to contracts is the cause of an error bearing on material part of

1 the contract, created or continued by artifice, with design to obtain some unjust advantage to
2 the one party, or to cause an inconvenience or loss to the other. in the sense of court of equity,
3 properly includes all acts, omissions, and concealments which involved a breach of legal or
4 equitable duty, trust, or confidence justly reposed, and are injurious to another, or by which an
5 undue and unconscientious advantage is taken of another. See Black's Law Dictionary, 1st and
6 2nd Edition, pages 521-522 and 517 respectively.

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

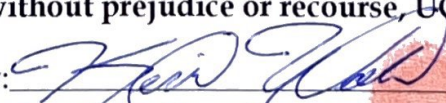
11 16. **colorable:** That which is in appearance only, and not in reality, what it purports to be. See,
12 Black's Law Dictionary 1st Edition, page 2223

13 **COMMERCIAL OATH AND VERIFICATION:**

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

17 I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding
18 in good faith being of sound mind states that the facts contained herein are true,
19 correct, complete and not misleading to the best of Affiant's knowledge and belief
20 under penalty of International Commercial Law and state this to be HIS Affidavit of
21 Truth regarding same signed and sealed this 26TH day of MARCH in the year of
22 Our Lord two thousand and twenty five:

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

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


27 Let this document stand as truth before the Almighty Supreme Creator and let it be
28 established before men according as the scriptures saith: "But if they will not listen, take one

1 or two others along, so that every matter may be established by the testimony of two or three
2 witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every word be
3 established" 2 Corinthians 13:1.

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

5
6 By: 
7 Donnabelle Mortel (WITNESS)

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

10 By: 
11 Corey Walker (WITNESS)

12 PROOF OF SERVICE

13 STATE OF CALIFORNIA)
14) ss.
15 COUNTY OF RIVERSIDE)

16 I competent, over the age of eighteen years, and not a party to the within
17 action. My mailing address is the Walkernova Group, care of: 30650 Rancho
18 California Road suite 406-251, Temecula, California [92591]. On **March 31, 2025**, I
19 served the within documents:

- 20 1. **PURPORTED DEFENDANT'S VERIFIED NOTICE OF CONDITIONAL ACCEPTANCE, NOTICE OF**
21 **MANDATORY COUNTERCLAIM, AND NOTICE OF JUDICIAL FRAUD AND CONSPIRACY TO DEPRIVE**
22 **UNDER COLOR OF LAW, AND DEMAND FOR DISMISSAL, SANCTIONS, RESTITUTION, AND**
23 **SUMMARY JUDGEMENT AS A MATTER OF LAW IN FAVOR OF PURPORTED DEFENDANT**
24 2. Exhibits A through M.

25 **By United States Mail.** I enclosed the documents in a sealed envelope or package
26 addressed to the persons at the addresses listed below by placing the envelope for
27 collection and mailing, following our ordinary business practices. I am readily
28 familiar with this business's practice for collecting and processing correspondence

1 for mailing. On the same day that correspondence is placed for collection and
2 mailing, it is deposited in the ordinary course of business with the United States
3 Postal Service, in a sealed envelope with postage fully prepared. I am a resident or
4 employed in the county where the mailing occurred. The envelope or package was
5 placed in the mail in Riverside County, California, and sent via Registered Mail
6 with a form 3811.

7 Wesley Hsu
8 C/o HONORABLE WESLEY HSU
9 350 West 1st Street, Courtroom 9B, 9th Floor
10 Los Angeles, California [90012]
11 **Registered Mail #RF775824230US**

12 Clerk of Court
13 C/o CLERK OF COURT / MENIFEE JUSTICE CENTER
14 30755 Auld Road - D
15 Murrieta, California [92563]
16 **Registered Mail #RF775824380US**

17 Pam Bondi
18 C/o U.S. DEPARTMENT OF JUSTICE
19 950 Pennsylvania Avenue
20 Washington, District of Columbia [20530-0001]
21 **Registered Mail #RF775824393US**

22 Kash Patel
23 C/o FBI Headquarters
24 935 Pennsylvania Avenue, North West
25 Washington, District of Columbia [20535-0001]
26 **Registered Mail #RF775824257US**

27 Michael Hestrin and Miranda Thomson
28 C/o OFFICE OF THE DISTRICT ATTORNEY
3960 Orange Street
Riverside, California [92501]
Registered Mail #RF775824402US

Rob Bonta
C/o OFFICE OF THE ATTORNEY GENERAL
1300 "I" Street
Sacramento, California [95814-2919]
Registered Mail #RF775824274US

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.

ACKNOWLEDGEMENT:

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State of California)

) ss.

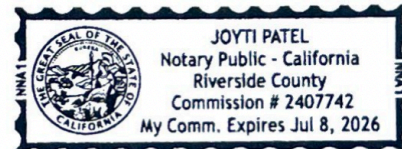
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

County of Riverside)

On this 26th day of March, 2025, before me, Joyti Patel, a Notary Public, personally appeared Kevin Walker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Joyti Patel (Seal)