

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

Attorney(s)-In-Fact, Executor(s), and Fiduciaries for the
Secured Parties, Real Parties In Interest, and Purported Defendants.
LWY RIDERS LLC, TMNEW BEGINNINGS© TRUST

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

Kai Fan, an individual,

[Purported] Plaintiff,

vs.

**LWY RIDERS LLC, a corporation, NEW
BEGINNINGS TRUST, a trust,**
*Defendant(s)/Real Party(ies) in
Interest/Secured Party(ies)*

Case No. UDCO 2500416

**VERIFIED EMERGENCY NOTICE
AND DEMAND FOR IMMEDIATE
STAY OF UNLAWFUL
PROCEEDINGS; NOTICE OF
JUDICIAL FRAUD AND
RAILROADING; AND DEMAND
FOR ENFORCEMENT OF
CONSIDERED AND UNDISPUTED
SUMMARY JUDGMENT AS A
MATTER OF LAW**

**VERIFIED EMERGENCY NOTICE AND DEMAND FOR IMMEDIATE STAY
OF UNLAWFUL PROCEEDINGS; NOTICE OF JUDICIAL FRAUD AND
RAILROADING; AND DEMAND FOR ENFORCEMENT OF CONSIDERED
AND UNDISPUTED SUMMARY JUDGMENT AS A MATTER OF LAW**

(For Lack of Jurisdiction, Procedural Fraud, and Commercial Dishonor)

COMES NOW, the Purported Defendants, LWY RIDERS LLC and NEW
BEGINNINGS TRUST (hereinafter, "Defendants," "Purported Defendants," and/
or "Real Parties in Interest"), by and through their duly appointed *Attorneys-in-
Fact, Executors, Trustees, Fiduciaries, and Authorized Representatives*, by Special

1 **Limited Appearance**, and *without* waiver of any rights, immunities, or protections,
2 and hereby assert their standing in accordance with the principles of **equity, trust**
3 **law, the common law, and constitutionally guaranteed due process.**

4 Defendants **invoke their inherent, unalienable, and constitutionally secured**
5 **rights**, and proceed under the authority of duly executed instruments, including
6 the **Affidavit: Power of Attorney in Fact and Trust Certification** (attached hereto
7 as **Exhibit A**). These lawful instruments establish and affirm the authority of the
8 undersigned to act in protection of the trust estate(s), pursuant to the **laws of**
9 **agency, trust, and private contract.**

10 Defendants, acting through their fiduciaries, exercise the unalienable **right to**
11 **contract** as protected by [Article I, Section 10 of the Constitution for the United](#)
12 [States of America](#), which unequivocally provides: *"No State shall... pass any Law*
13 *impairing the Obligation of Contracts."*

14 Defendants, proceeding **in equity** and under the **governing instruments of trust**,
15 are lawfully empowered to initiate and maintain legal actions essential to defend
16 and preserve estate property, enforce perfected security interests, and protect
17 beneficiary rights from fraudulent conversion, adverse claims, or unlawful trespass.

18 In accordance with the maxim that **"equity regards the beneficiary as the true**
19 **owner of the trust property,"** Defendants invoke the equitable jurisdiction of this
20 Court and demand all relief appropriate to enforce their status and protect trust
21 assets.

22 All appearances herein are made strictly by **Special Limited Appearance**, with full
23 reservation of rights under **UCC § 1-308, U.S. Const. Amendments IV, V, IX, X,**
24 and the **Uniform Commercial Code**. No contract is presumed. No rights, titles,
25 immunities, exemptions, discharges, or claims of priority are waived, transferred,
26 or assigned.

27 Finally, Defendants invoke the maxim that **"equity will not suffer a wrong without**
28 **a remedy,"** and demand redress for ongoing injury, remedy for all unrebutted

commercial dishonor, and enforcement of private rights under the **law of trusts, commerce, and natural law**. Any attempt to compel performance, impose adhesion, or presume statutory joinder or agency is expressly **rebutted, denied, and conditionally declined**

I. EMERGENCY DEMAND TO STAY PROCEEDINGS AND ENFORCE SUMMARY JUDGMENT

Defendants hereby serve **NOTICE OF EMERGENCY DEMAND TO STAY PROCEEDINGS AND ENFORCE SUMMARY JUDGMENT** for the following reasons:

1. The purported Plaintiff has not rebutted any verified affidavits, security agreements, or notices served by Defendants. Plaintiff has failed to respond, rebut, or cure any of the verified affidavits, lawful notices, and conditional acceptances filed by Defendant, including the filing entered as “Defendants’ VERIFIED Response and Demand for Dismissal of Fraudulent Unlawful Detainer AND SANCTIONS AGAINST PLAINTIFFS and Demand FOR CONSIDERED AND STIPULATED JUDGMENT, and Demand FOR QUIET TITLE AND Demand for Summary Judgment in Favor of Defendants, as a matter of law” received by the Court on April 7, 2025, by way of Registered Mail #RF775824570US. Attached hereto as Exhibit O.
2. Said filings establish and evidence material facts in commerce under UCC § 3-505, UCC § 3-603, and CCP § 437c, which have not been rebutted and therefore stand as admitted. No verified complaint, no injured party, no proper service of process, and no lawful standing by Plaintiff has been established or proven on the record.
3. **Despite these facts, Tamara Lucile Wagner, who is not a constitutionally appointed Article III judge but a “commissioner” and licensed attorney (Bar No. 188613), has unlawfully assumed judicial authority and is practicing law from the bench.** Her actions constitute extrajudicial activity in violation of judicial ethics, including Canon 3 of the Code of Judicial Conduct, and represent

a clear departure from neutral adjudication. She is acting outside the bounds of lawful authority and in a personal capacity as an attorney, rather than as an impartial arbiter, thereby violating Article III of the U.S. Constitution and California law. A copy of California State Bar License Verification for Tamara Lucile Wagner (Bar No. 188613), is attached hereto as Exhibit Q.

4. Moving forward with trial while these facts remain unrebutted constitutes procedural fraud, willful dishonor, and a deprivation of due process under color of law in violation of 42 U.S.C. § 1983 and 18 U.S.C. §§ 241, 242. Defendants are the Real Parties In Interest and secured parties over the estate, as perfected by prior filings and recorded UCC instruments (See Exhibits B, and C). Defendants' filings stand as truth in commerce, creating a binding contract under UCC §§ 3-505 and 3-603. Trial or further proceedings without jurisdiction or adjudication of unrebutted affidavits constitutes procedural fraud and deprivation of due process.
5. The Court has failed to docket or rule on the demand for summary judgment, quiet title, or to dismiss based on lack of standing and fraud. Any trial scheduled in disregard of unrebutted commercial facts and perfected trust rights constitutes a judicial railroad, a color of law violation, and actionable injury under 42 U.S.C. § 1983, 18 U.S.C. §§ 241-242, and RICO.
6. Furthermore, the Court's decision to set a trial date despite the existence of unrebutted verified affidavits, perfected commercial instruments, and lawful demands on the record constitutes judicial fraud, prejudicial misconduct, and the unlawful practice of law from the bench. Commissioner Tamara L. Wagner, by acting beyond her lawful jurisdiction and facilitating litigation in favor of the Plaintiff without proper adjudication, is now operating as an unauthorized party, legal advocate, and agent of fraud in violation of the public trust.
7. This conduct creates a structural defect in the proceedings, amounts to fraud upon the court as defined in *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S.

238 (1944), and implicates **28 U.S.C. § 455** due to the reasonable appearance of bias and conflict of interest.

8. The Court's continued advancement of trial proceedings in defiance of established facts and perfected lawful filings is a **railroading operation** that constitutes commercial injury, criminal collusion under 18 U.S.C. § 241, and willful deprivation of protected rights under 18 U.S.C. § 242. It further engages the Court and the purported Plaintiff in an ongoing pattern of racketeering activity under **18 U.S.C. § 1962 (RICO)** through the use of mail fraud, wire fraud, and material misrepresentations designed to strip Defendants of their secured equitable interest.
9. **Defendants hereby reserve all rights nunc pro tunc, ab initio, and demand immediate cessation of unlawful proceedings.** Failure to honor these un rebutted filings and perfected rights, along with any further judicial facilitation of this fraud, shall be construed as a knowing and willful violation of federal and state law, and as **actionable trespass upon secured trust assets, private estate interests, and contractual rights**

II. STANDING

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

1. Purported Defendants LWY RIDERS and NEW BEGINNINGS TRUST (hereinafter "Defendants" and/or "Purported Defendants") are trustees and fiduciaries of the subject property, and 'holders in due course' of all assets, intangible and tangible.
2. Defendants is/are **undisputedly** the **Creditor(s)**.
3. Defendants all have explicitly reserved **all** of their rights, also in accordance with U.C.C. § 1-308, **and have waive none.**
4. Defendants alone **undisputedly** have exclusive, sole, absolute, and complete 'standing'.
5. The Plaintiff is **the DEBTORS** in this matter.

6. The Plaintiff is **NOT** the CREDITOR, or an ASSIGNEE of the CREDITOR, in this matter.

7. The Plaintiff does **NOT** have power of attorney in any way.

8. **The Plaintiff does NOT have 'standing'.**

9. **Defendants' standing** is further affirmed and evidenced by the GRANT DEED recorded in Official Records County of Riverside, DOC #2024-0036701, APN: 270-400-037, File No.: 35198 CM, where the private trust property is titled to 'New Beginnings Trust, dated January 1, 2024'. Attached hereto as **Exhibit D**, and incorporated herein by reference.

10. Accordingly, Defendants maintain **exclusive and sole standing** in relation to said assets and their interests, as duly recorded and affirmed by these filing.

11. The Plaintiff in this matter does **NOT** have **any** valid interest or standing.

12. The Plaintiff in this matter does **NOT** have a valid claim to the '**Property**' (12232 Brianwood Drive, Riverside, California,' and described as follows: Lot 13 of Tract No. 29386-1, in the City of Riverside, California, County of Riverside, on file in Book 315, Pages 16 through 23 records of Riverside County, California), or any of the respective Assets, registered and unregistered, tangible and intangible.

III. DESCRIPTION OF AFFECTED PRIVATE TRUST PROPERTY

1. This action affects title to the private Trust property situated in the county of Riverside, California, commonly described as a '12232 Brianwood Drive, Riverside, California,' and described as follows: Lot 13 of Tract No. 29386-1, as shown by Map ("Map") on file in Book 315, Pages 16 through 23, inclusive, of Maps, in the office of the Riverside County Recorder,' hereinafter referred to as the "Property" and/or "private trust property", and **all** bonds, securities, Federal Reserve Notes, assets, tangible and intangible, registered and unregistered, and more particularly described in the Authentic UCC1 filing and NOTICE #2024385942-1 and **UCC3 filing**

1 **and NOTICE #2024425487-2**, all Filed in the Office of Secretary of State
2 State Of Nevada. A copy of **UCC1 NOTICE and UCC3 NOTICE** are
3 attached hereto as **Exhibits B and C** respectively, and incorporated herein
4 by reference.

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

11 **IV. STATEMENT OF UNREBUTTED FACTS**

- 12 1. Defendants are the lawful beneficiaries and equitable title holders of the subject
13 property by virtue of a recorded **GRANT DEED**, Doc. No. 2024-0036701, dated
14 February 8, 2024, vesting legal title in 'NEW BEGINNINGS TRUST'
- 15 1. Defendants have further secured their interest through multiple UCC-1 and
16 UCC-3 filings with the Secretary of State of Nevada, serving as public notice of
17 their **secured and equitable interest** in the property. (See Exhibits B and C)
- 18 2. On **August 06, 2007**, AT 8:00AM, a **RECONVEYANCE** (Doc. #2007-0505537)
19 was recorded for **APN: 270-400-037**.
- 20 3. On **October 24, 2018**, a **QUITCLAIM DEED** (Doc. #2018-0420743) was recorded
21 for **APN: 270-400-037**.
- 22 4. On **February 8, 2024**, a **GRANT DEED** (Doc. #2024-0036701, File No.: 35198 CM)
23 was recorded in the **Official Records of Riverside County** for **APN:**
24 **270-400-037**. (See Exhibit D.)
- 25 5. On **February 13, 2024**, a **UCC-1 Financing Statement and Notice #2024385942-1**
26 were properly filed. (See Exhibit B.)
- 27 6. On **August 21, 2024**, a **UCC-3 Amendment and Notice #2024425487-2** were
28 properly filed. (See Exhibit C.)

- 1 7. On **March 12, 2025**, a fraudulent 'TRUSTEE'S DEED UPON SALE' (Doc.
2 #2025-0072306) was recorded. This deed is **void ab initio**, as the individual executing
3 the **purported** transfer or sale **lacked lawful title and legal authority** to do so.
- 4 8. **No transfer or assignment of title** has occurred since the recording of **GRANT**
5 **DEED #2024-0036701 on February 8, 2024**.
- 6 9. **Any deed—including, but not limited to, a 'TRUSTEE'S DEED UPON**
7 **SALE' (Doc. #2025-0072306)—presently in the Plaintiff's possession constitutes**
8 **a product of fraud and is therefore null and void ab initio, having absolutely no**
9 **legal force or effect.**
- 10 10. The private trust property remains trust property and is the property of an
11 irrevocable, non-statutory trust.
- 12 3. Defendants are **undisputedly** the *Real Party(ies) in Interest, Creditor(s)*, and
13 Holder(s) in Due Course, in accordance with § 3-302 of the U.C.C. (Uniform
14 Commercial Code), of all assets, registered and unregistered, tangible and
15 intangible, and hold *allodial* title to all assets. This is further evidenced by the
16 following UCC filings, all duly filed in the Office of the Secretary of State, State
17 of Nevada: **UCC1 filing and NOTICE #2024385942-1** and **UCC3 filing and**
18 **NOTICE #2024425487-2 (Exhibits B and C).**
- 19 4. Each Affidavit and **Contract** and Security Agreement was delivered via
20 Registered Mail, with **Form 3811** signed as confirmation of receipt by the
21 Plaintiff.
- 22 5. The Plaintiff has admitted to all facts stated herein through **silent acquiescence,**
23 **tacit agreement, and tacit procuration**, as evidenced by the Affidavit and
24 Contract and Security Agreements (Exhibits E, F, G, and H).
- 25 6. Exhibits E, F, G, and H constitute *prima facie evidence* of the Plaintiff's fraud,
26 extortion, coercion, deprivation of rights under color of law, conspiracy to
27 deprive rights under color of law, and the resulting injury, damage, and harm to
28 the Defendants.

- 1 7. The Plaintiff remains in **dishonor and default**, as **evidenced** by the unrebutted
2 affidavits and the binding contract and security agreements (Exhibits E, F, G,
3 and H).
- 4 8. All are equal under the law; **ignorance is no excuse**. He who abandons the
5 battlefield concedes by default, and **silence is acquiescence**.
- 6 9. As evidenced by the unrebutted affidavits, the Plaintiffs have acknowledged the
7 facts stated herein. Consequently, all issues are deemed settled under **res**
8 **judicata, stare decisis, and collateral estoppel**, and are barred from further
9 dispute

10 **V. DEFENDANTS' EXCLUSIVE RIGHT TO EQUITY AND TRUE**
11 **OWNERSHIP OF PRIVATE TRUST PROPERTY**

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

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

20 **2. Superior Equitable Interest:**

21 It is a fundamental principle that "**Equity regards substance rather than form.**"
22 The Defendants' equitable title remains intact despite any mere legal
23 titleholder's claims, as the equitable owner is the true owner. No constructive or
24 resulting trust may be imposed upon the Defendants absent an express
25 agreement supported by full disclosure and valuable consideration. "**A trust**
26 **once established is not easily overturned.**"

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

28 The **private trust property** remains outside the reach of unauthorized claims, as the

Defendants have not granted jurisdiction, standing, or authority to any third party. "Equity will not suffer a wrong without a remedy." Any attempt to deprive the Defendants of their rightful ownership constitutes **fraud, conversion, and an unlawful taking in violation of trust law principles**. "What is mine cannot be taken from me without my consent." (Quod meum est sine me auferri non potest.)

4. Legal and Equitable Maxim of Ownership:

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

5. Assertion of True Ownership:

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

**VI. SECURITY INTEREST SECURED AND PERFECTED THROUGH
UCC FILINGS**

1. Defendants lawfully **secured and perfected all** interest, rights, and equitable title to the subject property via properly filed **UCC-1 Financing Statements**, identifying both the debtor and the secured party, which are a matter of public record.
2. The filing of the **UCC-1 Financing Statement** on **February 13, 2024** (Filing Nos. #[2024385942-1](#)), followed by the **UCC-3 Amendments and Notice** on **August 31, 2024** (Filing Nos. #2024425487-2), respectively, gave

1 **constructive notice to all third parties**, including any putative trustees,
2 “servicers”, or investors, of the secured interest held by the Trust. **See**
3 **Exhibits B and C.**

- 4 3. Under UCC § 9-105, 9-308, and 9-509, the Plaintiffs’ secured interest is
5 considered *perfected* and **enforceable against third parties**. The public
6 filing of said instruments evidences the Plaintiffs’ lawful right to the
7 property as **secured party creditor**.
- 8 4. As a result of the *perfected security interest* and the recorded chain of title
9 via GRANT DEED #2024-0036701, **no trustee, lender, servicer, or third**
10 **party had or has lawful or legal authority to initiate, conduct, or execute**
11 **a Trustee’s Sale** under any statutory or contractual provision.
- 12 5. The entity purporting to act as “trustee” in recording a **Trustee’s Deed**
13 **Upon Sale (Doc. #2025-0072306)** acted *without standing, without legal*
14 **authority, and in violation of perfected, prior interests**. Said trustee’s
15 deed is therefore **void ab initio**, did/does not transfer any legal or
16 equitable title, and is a fraudulent instrument clouding lawful title

17 **VII. ‘TRUSTEE’S DEED OF SALE IS VOID AB INITIO AND**
18 **WITHOUT LEGAL EFFECT**

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

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

24 The issuance of the Trustee’s Deed of Sale constitutes an
25 **unlawful taking** without due process, violating fundamental
26 constitutional protections. Any action that deprives an individual
27 of property without full and fair adjudication is **null and void**
28 **from the outset**.

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

2. **PURPORTED TRUSTEE LACKED AUTHORITY TO TRANSFER TITLE**

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

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

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

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

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

VIII. Constitutional Basis:

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

Defendants respectfully assert and affirm:

- "The individual may stand upon his constitutional rights as a citizen. He is entitled to carry on his **private** business in his own way. **His power to contract is 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, 47 [1905]).

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

IX. Supremacy Clause

Defendants respectfully assert and affirm 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.**

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

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

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

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

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

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

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

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

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

27 14. Plaintiff **has not** submitted any evidence to contradict or rebut the
28 statements made in the **affidavits**. As a result, the facts set forth in the

affidavits are deemed true and uncontested. *Additionally*, the **California Evidence Code § 664** and related case law support the *presumption* that official duties have been regularly performed, and *unrebutted* affidavits stand as **Truth**.

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

XI. UNREBUTTED AFFIDAVITS, STIPULATED FACTS, CONTRACT SECURITY AGREEMENT, AND AUTHORIZED JUDGEMENT AND LIEN

1. The Plaintiff and Defendants are parties to certain Contract and Security Agreements, specifically contract security agreement numbers [RF775823194US](#), [RF775823194US](#), [RF775823194US](#), and [RF775823194US](#). Each contract security agreement and/or self-executing contract security agreement was received, considered, and agreed to by Plaintiffs through silent acquiescence, tacit agreement, and tacit procuration. Each contract also includes a corresponding Form 3811, which was signed as evidence of receipt. — **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.** (12 Pet. 1:25; Heb. 6:13-15); ‘He who does not deny, admits. **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN COMMERCE.** (Heb. 6:16-17); ‘There is nothing left to resolve.’ All referenced contracts and signed Forms 3811 are attached hereto as **Exhibits E, F, G, H, I, J, K, and L** respectively, as follows:

- **Exhibit E:** Affidavit and [Contract](#) and Security Agreement [#RF775823194US](#).

- 1 • **Exhibit F:** Affidavit and **Contract** and Security Agreement
2 #RF775821009US.
- 3 • **Exhibit G:** Affidavit and **Contract** and Security Agreement
4 #RF775824067US.
- 5 • **Exhibit H:** **Contract** and Security Agreement / **Affidavit Certificate** of
6 Dishonor, Non-response, **DEFAULT**, JUDGEMENT, and LIEN
7 AUTHORIZATION and **LIEN AUTHORIZATION**, #RF775824075US.
- 8 • **Exhibit I:** Form 3811 corresponding to Exhibit E.
- 9 • **Exhibit J:** Form 3811 corresponding to Exhibit F.
- 10 • **Exhibit K:** Form 3811 corresponding to Exhibit G.
- 11 • **Exhibit L:** Form 3811 corresponding to Exhibit H.

- 12 2. **All contract agreements were** executed and agreed to by the Plaintiff,
13 acknowledging and accepting a Judgement, Summary Judgement, and/or Lien
14 Authorization (in accordance with U.C.C. § 9-509), against Plaintiffs in the
15 amount of **One Hundred Million Dollars (\$100,000,000.00)**, in favor of
16 Defendants.
- 17 3. The Plaintiff(s) received, considered, and agreed to all the terms of all
18 contract agreements, constituting a bona fide contract under the
19 principles of contract law and the Uniform Commercial Code
20 (U.C.C.). Pursuant to the mailbox rule, which establishes that
21 acceptance of an offer is effective when dispatched (U.C.C. § 2-206),
22 and principles of silent acquiescence, tacit procurement, and tacit
23 agreement, the acceptance is valid. This acceptance is in alignment
24 with the doctrine of 'offer and acceptance' and the provisions of
25 U.C.C. § 2-202, which governs the final expression of the contract, and
26 U.C.C. § 2-302, which addresses unconscionability in the contract
27 terms. Furthermore, under the U.C.C., all assets – whether registered
28 or unregistered – are held subject to the allodial title, with Defendants

maintaining sole and exclusive standing over all real property, assets, securities, both tangible and intangible, registered and unregistered, **as evidenced by UCC1 filing and NOTICE #2024385942-1 and UCC3 filing and NOTICE #2024425487-2** (Exhibits B and C).

XII. VALIDATION OF BINDING SELF-EXECUTING CONTRACTS AND SECURITY AGREEMENTS UNDER U.C.C. PRINCIPLES

1. **U.C.C. § 2-204 - Formation of Contract:** As further supported by U.C.C. § 2-204, a contract can be formed even if the exact terms are not yet agreed upon, provided that there is an intention to form a contract and an agreement on essential terms. This principle affirms that the actions of the parties and the language in the *unrebutted* affidavits constitute an agreement to the terms at hand, making arbitration unnecessary.
2. **U.C.C. § 2-206 - Offer and Acceptance:** Additionally, U.C.C. § 2-206 confirms that an offeror is bound by the terms once an offer is accepted, unless the offer states otherwise. The verified affidavits submitted are evidence that the parties have mutually agreed to the terms, thereby forming a contract under the principles of offer and acceptance outlined in U.C.C. § 2-206.
3. **U.C.C. § 1-103 - Enforcement of Contract and Fraud:** Under U.C.C. § 1-103, the Uniform Commercial Code applies to contracts unless explicitly stated otherwise. This section provides that fraud, duress, or any unlawful condition does **not** negate the binding nature of the contract. Therefore, the contracts in question are enforceable as written, free from fraud or misrepresentation, and valid under commercial law principles.
4. As considered, agreed, and stipulated by the Plaintiff in the *unrebutted* verified commercial affidavits, and self-executing contract and security agreement (Exhibits E, F, G, and H), the Plaintiff(s) 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 Plaintiffs are **estopped and barred** from contesting these findings in subsequent processes, **whether administrative or judicial**.

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

6. As considered, agreed, and stipulated by the Plaintiff in the unrebutted verified commercial affidavits and self-executing contract and security agreement (Exhibits E, F, G, and H), the Plaintiff is **not** the CREDITOR, or an ASSIGNEE of the CREDITOR, in this matter.

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

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

9. As considered, agreed, and stipulated by the Plaintiff in the unrebutted verified commercial affidavits, and self-executing contract and security agreement (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 affidavits submitted by Defendants demonstrate that no triable issues of material fact remain in dispute, and Defendants are entitled to judgement based on the evidence presented and as **a matter of law**.

10. As considered, agreed, and stipulated by Plaintiff in the unrebutted verified commercial affidavits, and self-executing contract and security agreement (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 be accepted as **true** by the trial court." --Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976).

11. As considered, agreed, and stipulated by Plaintiff in the unrebutted verified commercial affidavits, and self-executing contract and security agreement (Exhibits E, F, G, and H), the principles of **res judicata**, **stare decisis**, and **collateral estoppel** apply to the **unrebutted 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, in favor of Defendants, as **a matter of law**. - '**HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.**'

XIII. Legal Basis for Proof of Delivery via Registered Mail

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

Key Legal Precedents Supporting Proof of Delivery

1. **U.S. v. Bowen, 414 F.2d 1268 (3rd Cir. 1969)** – The court held that when **Registered Mail is sent with return receipt requested** and the receipt is signed, it constitutes **prima facie evidence of delivery**, meaning the burden shifts to the recipient to prove non-receipt.
2. **Hagner v. United States, 285 U.S. 427 (1932)** – The Supreme Court ruled that mailing a document via **Registered Mail creates a strong presumption of**

1 **receipt** by the intended party, further solidifying the evidentiary weight of
2 proper mailing.

3 **3. NLRB v. Local Union No. 103, 434 U.S. 335 (1978)** – The Court established that a
4 **return receipt provides sufficient proof of service** unless rebutted with clear
5 and convincing evidence to the contrary.

6 **4. Federal Rules of Evidence (FRE) Rule 301** – Under this rule, a presumption
7 exists that a properly mailed document is **received by the intended recipient**,
8 shifting the burden of proof to the recipient to disprove delivery.

9 **5. 39 U.S.C. § 3009** – Governs the legality and evidentiary weight of **Registered**
10 **Mail**, affirming that mailing with proof of delivery (e.g., Form 3811) is **legally**
11 **sufficient evidence of receipt**.

12 **6. 26 U.S.C. § 7502** – This statute explicitly states that the **date of mailing is**
13 **deemed the date of filing or receipt** when Registered Mail is used, providing
14 strong evidentiary support for the **timely delivery and legal effect** of mailed
15 documents.

16 **Application of the Mailbox Rule**

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

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

24 Based on established case law and statutory authority, **Registered Mail with return**
25 **receipt requested (Form 3811)** serves as **prima facie evidence of delivery** and
26 creates a strong presumption of receipt by the intended party. Under **U.S. v.**
27 **Bowen, Hagner v. United States, and NLRB v. Local Union No. 103**, this
28 presumption stands unless rebutted by clear and convincing evidence.

Furthermore, 26 U.S.C. § 7502 affirms that the date of mailing via **Registered Mail** is deemed the date of filing or receipt, solidifying its evidentiary value. **Federal Rules of Evidence Rule 301** shifts the burden to the recipient to prove non-receipt, while 39 U.S.C. § 3009 reinforces the legal sufficiency of proof of delivery through postal records. Accordingly, any challenge to the delivery or receipt of documents sent via **Registered Mail with return receipt** must meet a high evidentiary threshold, ensuring that mailed documents are legally recognized as served and received. **Judgement of \$100,000,000.00 Considered, AGREED TO and Authorized BY PLAINTIFFS.**

1. As **considered**, agreed, and stipulated by Plaintiff in the unrebutted verified commercial affidavits, and self-executing contract and security agreement (Exhibits E, F, G, and H), Plaintiff **fully authorizes, endorses, supports**, and advocates for the entry of a UCC commercial judgement and lien in the amount of **One Hundred Million and 00/100 Dollars (\$100,000,000.00)** against Plaintiff, in favor of Defendants, as also evidenced by INVOICE/TRUE BILL #**ENHANKAIDISHONOR25** which is a part of **Exhibit H**. INVOICE/TRUE BILL #**ENHANKAIDISHONOR25** is attached hereto as **Exhibit M** and incorporated herein by reference.
2. As **considered**, agreed, and stipulated by Plaintiff in the unrebutted verified commercial affidavits, and self-executing contract and security agreement (Exhibits E, F, G, and H), should it be **deemed** necessary, the Defendants are **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 Defendants of, **One Hundred Million and 00/100 Dollars (\$100,000,000.00)**.
3. Plaintiff has **not** submitted any **evidence** to contradict or rebut the statements made in the affidavits. As a result, the facts set forth in the affidavits are deemed true and uncontested. Even then non-applicable California Evidence Code § 664 and related case law support the presumption that official duties have been regularly performed, and unrebutted affidavits stand as Truth.

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

5. **All are equal under the law** (Aequitas est quasi aequalitas), and **ignorance of the law is no excuse** (Ignorantia juris non excusat).

XIV. Foundational 'Case Law' on Standing, Mortgage Fraud, Foreclosure, Corporate Overreach

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

A. Jurisdiction and Standing in Court

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

1. **Patton v. Diemer**, 35 Ohio St. 3d 68; 518 N.E.2d 941 (1988): "A judgment rendered by a court lacking subject matter jurisdiction is **void ab initio**."

Consequently, the authority to vacate a void judgment is not derived from Ohio R. Civ. P. 60(B), but rather constitutes an inherent power possessed by Ohio courts. I see no evidence to the contrary that this would apply to ALL courts."

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

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

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

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

B. Fraud and Misrepresentation in Mortgage Cases

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

1. Wells Fargo, Litton Loan v. Farmer, 867 N.Y.S.2d 21 (2008): "Wells Fargo does not own the mortgage loan... Therefore, the matter is dismissed with prejudice."

1 **2. Wells Fargo v. Reyes**, 867 N.Y.S.2d 21 (2008): "Dismissed with prejudice,
2 Fraud on Court & Sanctions. Wells Fargo never owned the Mortgage."

3 **3. Deutsche Bank v. Peabody**, 866 N.Y.S.2d 91 (2008): "EquiFirst, when
4 making the loan, violated Regulation Z of the Federal Truth in Lending
5 Act 15 USC §1601 and the Fair Debt Collections Practices Act 15 USC
6 §1692; 'intentionally created fraud in the factum' and withheld from
7 plaintiff 'vital information concerning said debt and all of the matrix
8 involved in making the loan.'"

9 **C. Corporate and Banking Overreach**

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

13 **1. Zinc Carbonate Co. v. First National Bank**, 103 Wis. 125, 79 NW 229 (1899):

14 "The doctrine of ultra vires is a most powerful weapon to private corporations
15 within their legitimate spheres and punish them for violations of their corporate
16 charters, and it probably is not invoked too often."

17 **2. Howard & Foster Co. vs. Citizens National Bank**, 133 S.C. 202, 130 S.E. 758

18 (1926): "It has been settled beyond controversy that a national bank, under
19 Federal law, being limited in its power and capacity, cannot lend its credit by
20 nor guarantee the debt of another. All such contracts being entered into by its
21 officers are ultra vires and not binding upon the corporation."

22 **3. American Express Co. v. Citizens State Bank**, 181 Wis. 172, 194 NW 427 (1923):

23 "Neither, as included in its powers not incidental to them, is it a part of a bank's
24 business to lend its credit."

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

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

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

10 **E. Contract and Consideration Principles**

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

- 14 • **Menominee River Co. v. Augustus Spies L & C Co.**, 147 Wis. 559 at p.
15 572; 132 NW 1118 (1912): "If any part of the consideration for a promise be
16 illegal, or if there are several considerations for an un-severable promise
17 one of which is illegal, the promise, whether written or oral, is wholly
18 void, as it is impossible to say what part or which one of the
19 considerations induced the promise."

20 **XV. SANCTIONS AGAINST ALL PLAINTIFFS FOR WILLFUL AND** 21 **INTENTIONAL FRAUDULENT ACTIONS AND VIOLATIONS OF LAW**

22 Defendants hereby respectfully move this Court to impose **sanctions** against the
23 Plaintiff for their willful and egregious actions in initiating and perpetuating
24 fraudulent claims, violations of legal standards, and **bad faith** conduct, as outlined
25 herein. Plaintiff's actions are not only baseless but constitute an **abuse of the**
26 **judicial process**, warranting severe penalties to deter future misconduct and to
27 compensate the Defendants for damages incurred as a result of this fraudulent
28 litigation.

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

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

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

XVI. SUMMARY JUDGEMENT AGAINST PLAINTIFF, AS A MATTER OF LAW

1. Defendants respectfully **DEMAND** summary judgement in their favor based on the clear, enforceable terms of the Contract and Security Agreement, and as a matter of law. Pursuant to the Contract and Security Agreement, Defendants explicitly stipulated and accepted, by their conduct and inaction, a binding judgement, summary judgement, and/or lien authorization (per U.C.C. § 9-509) in favor of Defendants. The contracts establish Plaintiff's liability in the agreed-upon amount of **One Hundred Million and 00/100 U.S. Dollars (\$100,000,000.00)**, which the Plaintiff acknowledged and accepted through the principles of tacit procurement and silent acquiescence, thereby waiving any grounds to contest this judgement.
2. Plaintiff considered and agreed to all of the terms stipulated in the un rebutted commercial affidavits and the self-executing Contract and Security Agreements, all of which were confirmed, signed for via USPS form 3811, and delivered via **USPS Registered, Express, and/or Certified Mail**.
3. Given that the affidavits presented are un rebutted and establish the facts essential to Defendants' claims, summary judgement in favor of Defendants is

warranted, and ***must be granted***. Plaintiffs' failure to contest or rebut these affidavits supports the conclusion that there are no genuine issues of material fact, and Defendants are entitled to judgement as ***a matter of law***.

4. Defendants respectfully DEMAND the Court grant summary judgement in their favor based on the undisputed facts presented in the multiple unrebutted verified commercial affidavits and/or contract and security agreements submitted and incorporated into this matter. Plaintiffs have failed to rebut the content of these affidavits, which conclusively establish the validity of Defendants' claims.
5. **California Code of Civil Procedure § 437c(a)**: Summary judgement is appropriate where there is no triable issue of material fact and the moving party is entitled to judgement as a matter of law. The ***multiple*** unrebutted affidavits submitted by Defendants establish that there are no material facts in dispute, and Defendants are entitled to judgement based on the evidence provided, as a matter of law.
6. ***Res Judicata, Stare Decisis, and Collateral Estoppel***: The principles of res judicata, stare decisis, and collateral estoppel apply to the unrebutted 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.

XVII. LEGAL PRINCIPLES SUPPORTING PLAINTIFFS' CLAIMS

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

- **Unrebutted Affidavits as Judgment in Commerce**: Plaintiffs' unrebutted affidavits are binding truth under the maxim, "**An unrebutted affidavit becomes the judgment in commerce.**"
- ***Res Judicata, Stare Decisis, and Collateral Estoppel***: Defendants are ***barred*** from contesting the finality of Plaintiffs' claims under the doctrines of *res*

1 *judicata, stare decisis*, and **collateral estoppel**, as all material facts and claims
2 have been resolved conclusively.

- 3 • **Breach of U.C.C. Obligations and Presumed Dishonor**: Defendants' dishonor
4 and default are evidenced by their failure to fulfill obligations defined
5 by **U.C.C. § 3-505** and other applicable statutes **ALL ARE EQUAL UNDER**
6 **THE LAW**. (God's Law - Moral and Natural Law). Exodus 21:23-25; Lev. 24:
7 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40; Luke 10:17; Col. 3:25. 'No one is above
8 the law.'
- 9 • **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE**
10 **EXPRESSED**. (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). -- **Legal maxim**: 'To lie is to
11 go against the mind.'
- 12 • **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT**. (Lev. 5:4-5;
13 Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5: 12).
- 14 • **IN COMMERCE TRUTH IS SOVEREIGN**. (Exodus 20:16; Ps. 117:2;
15 John 8:32; II Cor. 13:8) Truth is sovereign -- and the Sovereign tells only
16 the truth.
- 17 • **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE**.
18 (12 Pet. 1:25; Heb. 6:13-15). 'He who does not deny, admits.'
- 19 • "Statements of fact contained in affidavits which are not rebutted by the
20 opposing party's affidavit or pleadings may be accepted as true by the trial
21 court." --Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976).
- 22 • See, *Sieb's Hatcheries, Inc. v. Lindley*, 13 F.R.D. 113 (1952)., "Defendant(s) made
23 no request for an extension of time in which to answer the request for
24 admission of facts and filed only an unsworn response within the time
25 permitted," thus, under the specific provisions of Ark. and *Fed. R. Civ. P. 36*,
26 the facts in question were deemed admitted as true. Failure to answer is well
27 established in the court. *Beasley v. U. S.*, 81 F. Supp. 518 (1948)., "I, therefore,
28 hold that the requests will be considered as having been admitted." Also as

1 previously referenced, "Statements of fact contained in affidavits which are not
2 rebutted by the opposing party's affidavit or pleadings may[must] be accepted
3 as true by the trial court." --Winsett v. Donaldson, 244 N.W.2d 355 (Mich.
4 1976).

- 5 • 'The state **cannot** diminish **Rights** of the **people**.' — Hurtado vs. California,
6 110 US 516.
- 7 • "Public officials are not immune from suit when they transcend their lawful
8 authority by invading constitutional **rights**." — AFLCIO v. Woodward, 406 F2d 137 t.
- 9 • "Immunity **fosters neglect and breeds irresponsibility** while liability
10 promotes care and caution, which caution and care is owed by the government
11 to its people." (Civil Rights) **Rabon vs Rowen Memorial Hospital, Inc.** 269
12 N.S. 1, 13, 152 SE 1 d 485, 493.
- 13 • "When enforcing mere statutes, judges of all courts do not act judicially (and
14 thus are not protected by "qualified" or "limited immunity," - SEE: Owen v.
15 City, 445 U.S. 662; Bothke v. Terry, 713 F2d 1404) - - "but merely act as an
16 extension as an agent for the involved agency -- but only in a "ministerial" and
17 not a "discretionary capacity..." Thompson v. Smith, 154 S.E. 579, 583; Keller v.
18 P.E., 261 US 428; F.R.C. v. G.E., 281, U.S. 464.
- 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
23 sworn 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.** (Book
- 6 of Job; Mat. 10:22) -- **Legal maxim:** 'He who does not repel a wrong when he
- 7 can occasions it.'
- 8 • **AN UNREBUTTED AFFIDAVIT BECOMES THE**
- 9 **JUDGEMENT IN COMMERCE.** (Heb. 6:16-17;). '**There is**
- 10 **nothing left to resolve.'**

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

12 The Court is hereby respectfully placed on **legal and judicial notice** that Plaintiffs'

13 Defendants' VERIFIED Response and **Demand** for Dismissal of **Fraudulent**

14 **Unlawful Detainer AND SANCTIONS AGAINST PLAINTIFFS** and **Demand** FOR

15 CONSIDERED AND STIPULATED **JUDGEMENT**, and **Demand** FOR QUIET

16 **TITLE** AND **Demand** for Summary Judgment in Favor of DefendantS, as a matter

17 of law, is **not** a mere "motion" requesting discretionary relief but rather a **binding**

18 **and enforceable legal notice** asserting an **absolute right** to immediate injunctive

19 relief as **a matter of law**.

20 **XIX. A MOTION is a Request; A DEMAND Asserts a Right**

21 The Court must acknowledge and act upon the **fundamental and critical**

22 **distinction** between a motion and a demand:

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

26 **XX. DEMAND FOR DECLARATORY RELIEF - QUIET TITLE**

27 Given the foregoing, the Court must:

- 28 **1. Declare the Trustee's Deed of Sale null and void** as it is legally defective.

2. Remove and strike any record of the deed from county land records.

3. Restore title to its rightful status, free of any unlawful encumbrances.

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

CLAIM AND REQUEST AND DEMAND FOR RELIEF:

1. **Dismissal With Prejudice** – Dismiss Plaintiff's lawsuit with prejudice due to its fraudulent, frivolous, and meritless nature in its entirety.

2. **Quiet Title & Declaratory Judgment** – Enter judgment **quieting title** in favor of Defendants, affirming that the private trust property is **free and clear of any adverse claims** by Plaintiff. Declare that Plaintiff's **fraudulent "Trustee's Deed Upon Sale"** is **null and void ab initio** and order it **stricken from the county records**.

3. **Permanent Injunction** – Enjoin Plaintiff from initiating or participating in any further fraudulent or unlawful claims against Defendants' property.

4. Monetary Judgment –

a. Award **compensatory damages** in the sum of **One Hundred Million and 00/100 U.S. Dollars (\$100,000,000.00 USD)**, as **considered and stipulated** in the Self-Executing and Binding Contract and Security Agreements (Exhibits E, F, G, and H).

b. Award punitive damages based on Plaintiff's intentional, willful, and malicious actions, including:

- **Fraudulent misrepresentation & false claims** regarding ownership and authority in foreclosure proceedings.
- **Extortion & fraud** under 18 U.S.C. §§ 878, 880, 1344.
- **Racketeering activities** in violation of 18 U.S.C. § 1961 et seq.
- **Unlawful restraint of trade** in violation of antitrust laws.
- **Unauthorized use of Defendants' identity & personal information.**

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

5. Restitution & Asset Recovery –

- a. Order **restitution of all funds and assets misappropriated** by Plaintiff, constituting embezzlement under applicable laws.
- b. Declare Plaintiff's unlawful transportation and transfer of stolen property and securities under 18 U.S.C. § 2314 and order their return.

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

7. Summary Judgment & Tacit Agreement –

- a. Enter summary judgment in favor of Defendants, establishing that Plaintiff has fully and undisputedly agreed to the terms stipulated in the unrebutted verified commercial affidavits and Self-Executing Contract & Security Agreements.
- b. Recognize Plaintiff's silent acquiescence, tacit agreement, and tacit procurement as binding under principles of contract law.

8. Attorney's Fees & Additional Relief –

- a. Award **reasonable attorney's fees** in the sum of **One Million Dollars (\$1,000,000.00 USD)**.
- b. Grant any **further equitable relief** deemed just and proper, including compensation for **emotional distress, grief, and harm** suffered by the Trust's beneficiaries, including women and children.

WHEREFORE, Defendants respectfully request and demand that this Court:

- a) **Immediate STAY of all proceedings pending judicial determination of prior unrebutted filings and jurisdictional defects;**
- b) **Sanctions and dismissal with prejudice for bad faith, dishonor, and fraud upon the court;**
- c) **Quiet Title** in favor of Defendants, confirming their exclusive ownership, free and clear of any adverse claims by Plaintiff;

- 1 d) Enter a Considered and Stipulated Judgment in favor of Defendants;
2 e) Order the Immediate Removal and Expungement of Plaintiff's fraudulent
3 "Trustee's Deed Upon Sale" from county records, as it is null and void *ab*
4 *initio*;
5 f) Grant Summary Judgment in favor of Defendants *as a matter of law*, ruling
6 that all issues have been conclusively settled; and
7 g) Award Defendants Any Further Relief this Court deems just and proper.
8 //

9 **VERIFICATION:**

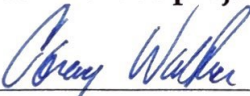
10 Pursuant to 28 U.S.C. § 1746

11 BY AUTHORIZED REPRESENTATIVE WITH FIRSTHAND KNOWLEDGE

12 I, Corey Walker, over the age of 18, competent to testify, and having firsthand
13 knowledge of the facts stated herein, do hereby declare, certify, verify, affirm, and
14 state under penalty of perjury under the laws of the United States of America, that
15 the foregoing statements are true, correct, and complete, to the best of my
16 understanding, knowledge, and belief, and made in good faith.

17 Executed, signed, and sealed this 24TH day of April in the year of Our Lord two
18 thousand and twenty five, *without* the United States, with all rights reserved and
19 without prejudice.

20 All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.

21 By: 
22 Corey Walker, Fiduciary, Authorized Representative, Executor
23

24 **VERIFICATION:**

25 Pursuant to 28 U.S.C. § 1746

26 BY AUTHORIZED REPRESENTATIVE WITH FIRSTHAND KNOWLEDGE

27 I, Kevin Walker, over the age of 18, competent to testify, and having firsthand
28 knowledge of the facts stated herein, do hereby declare, certify, verify, affirm, and

1 state under penalty of perjury under the laws of the **United States of America**, that
2 the foregoing statements are **true, correct, and complete**, to the best of my
3 **understanding, knowledge, and belief**, and made in **good faith**.

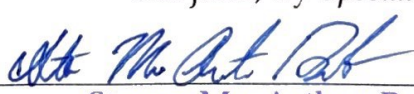
4 Executed, signed, and sealed this 22ND day of MARCH in the year of Our Lord
5 two thousand and twenty five, *without* the United States, **with all rights reserved**
6 **and without prejudice**.

7 **All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.**

8 By: 
9 **Kevin Walker**, Fiduciary, Authorized Representative, Executor
10

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

16 Sui juris, By Special Limited Appearance,
17 By: 
18 **Donnabelle Mortel** (WITNESS)

19 Sui juris, By Special Limited Appearance,
20 By: 
21 **Steven MacArthur-Brooks** (WITNESS)

22 //

23 **LIST OF EXHIBITS / EVIDENCE:**

- 24 1. **Exhibit A:** Affidavit: Power of 'Attorney-in-Fact'
25 2. **Exhibit B:** UCC1 filing #2024385942-1.
26 3. **Exhibit C:** UCC3 filing #2024425487-2.
27 4. **Exhibit D:** GRANT DEED recorded in Official Records County of Riverside,
28 DOC #2024-0036701, APN: 270-400-037, File No.: 35198 CM, where the private

- 1 trust property is titled to 'New Beginnings Trust, dated January 1, 2024'
- 2 5. **Exhibit E:** Affidavit and **Contract** and Security Agreement #RF775823194US.
- 3 6. **Exhibit F:** Affidavit and **Contract** and Security Agreement #RF775820683US.
- 4 7. **Exhibit G:** Affidavit and **Contract** and Security Agreement #RF775823163US.
- 5 8. **Exhibit H:** **Contract** and Security Agreement / **Affidavit Certificate** of Dishonor,
- 6 Non-response, **DEFAULT**, **JUDGEMENT**, and **LIEN AUTHORIZATION** and
- 7 **LIEN AUTHORIZATION**, #RF775824075US.
- 8 9. **Exhibit I:** Form 3811 corresponding to Exhibit L.
- 9 10. **Exhibit J:** Form 3811 corresponding to Exhibit N.
- 10 11. **Exhibit K:** Form 3811 corresponding to Exhibit P.
- 11 12. **Exhibit L:** Form 3811 corresponding to Exhibit R.
- 12 13. **Exhibit M:** Exhibit U: INVOICE/TRUE BILL #ENHANKAIDISHONOR25.
- 13 14. **Exhibit N:** Copy of **fraudulent, coercive, extortionate**, OFFER titled "THREE-
- 14 DAY NOTICE TO QUIT DUE TO FORECLOSURE"
- 15 16. **Exhibit O:** Defendants' VERIFIED Response and **Demand** for Dismissal of
- 16 **Fraudulent Unlawful Detainer AND SANCTIONS AGAINST PLAINTIFFS** and
- 17 **Demand** FOR CONSIDERED AND STIPULATED **JUDGEMENT**, and **Demand**
- 18 FOR QUIET TITLE AND **Demand** for Summary Judgement in Favor of
- 19 Defendants, as a matter of law (received by the Court on, **April 7, 2025**, by way
- 20 or **Registered Mail** #RF775824570US).
- 21 17. **Exhibit P:** Form 3811 evidencing deliver of Exhibit O via (VERIFIED Response
- 22 and **Demand** for Dismissal of **Fraudulent Unlawful Detainer AND SANCTIONS**
- 23 **AGAINST PLAINTIFFS** and **Demand** FOR CONSIDERED AND STIPULATED
- 24 **JUDGEMENT**, and **Demand** FOR QUIET TITLE AND **Demand** for Summary
- 25 Judgement in Favor of Defendants, as a matter of law), via **Registered Mail**
- 26 **#RF775824570US**.
- 27 18. **Exhibit Q:** California State Bar License Verification – Tamara Lucile Wagner (Bar
- 28 No. 188613)

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 Walkernova Group, care of: 30650 Rancho California Road suite #406-251, Temecula, California [92591]. On April 24, 2025, I served the within documents:

1. VERIFIED EMERGENCY NOTICE AND DEMAND FOR IMMEDIATE STAY OF UNLAWFUL PROCEEDINGS; NOTICE OF JUDICIAL FRAUD AND RAILROADING; AND DEMAND FOR ENFORCEMENT OF CONSIDERED AND UNDISPUTED SUMMARY JUDGMENT AS A MATTER OF LAW.

2. Exhibits A through Q.

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.

Clerk(s), Tamara L Wagner (#188613), Jason B Galkin, C Serrato, T Latham Kreuter,
C/o CLERK OF COURT
505 South Buena Vista,
Corona, California [92882]
Registered Mail #RF775825204US with form 3811

Kai: Fan
C/o KAI FAN

12220 Casper Court
Rancho Cucamonga, California [91739]
Registered Mail #RF775825218US with form 3811

Kai: Fan
C/o KAI FAN
3426 Vineland Avenue
Baldwin Park, California [91706]
Registered Mail #RF775825221US with form 3811

Patricia Guerrero
C/o Judicial Council of California
455 Gold Gate Avenue
San Francisco, California [94102]
Registered Mail #RF775825062US with form 3811

Rob Bonta
C/o Office of the Attorney General
1300 "I" Street
Sacramento, California [95814-2919]
Registered Mail #RF775825076US with form 3811

Pam Bondi
C/o U.S. Department of Justice
950 Pennsylvania Avenue, North West
Washing, District of Colombia [20530]
Registered Mail #RF775825080US with form 3811

By Electronic Service. Based on a 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.

Kai: Fan
C/o KAI FAN
3426 Vineland Avenue
Baldwin Park, California [91706]
kevinyin520@gmail.com

Kai: Fan
C/o KAI FAN
12220 Casper Court
Rancho Cucamonga, California [91739]
kevinyin520@gmail.com

Patricia Guerrero
C/o Judicial Council of California
455 Gold Gate Avenue
San Francisco, California [94102]
judicialcouncil@jud.ca.gov

Rob Bonta
C/o Office of the Attorney General

1300 "I" Street
Sacramento, California [95814-2919]
Police-Practices@doj.ca.gov
PIU.PIU@doj.ca.gov

Pam Bondi
C/o U.S. Department of Justice
950 Pennsylvania Avenue, North West
Washing, District of Colombia [20530]
crm.section@usdoj.gov

I declare under penalty of perjury under the laws of the State of California
that the above is true and correct. Executed on **April 24, 2025** in Riverside County,
California.

/s/Donnabelle Mortel/
Donnabelle Mortel

//

//

//

//

//

//

//

//

//

//

//

//

//

//

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.

County of Riverside)

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.

On this 24th day of April, 2025, before me, Joyti Patel, a Notary Public, personally appeared Corey Walker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Joyti Patel (Seal)

