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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 16 2025

J. Prendergast

Attorney(s)-In-Fact, Trustee(s), and Authorized Representative(s),
For the Plaintiffs, TMWG PRIVATE IRREVOCABLE TRUST©,
TMWG EXPRESS© TRUST

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE**

**WG PRIVATE IRREVOCABLE TRUST,
WG EXPRESS TRUST,**

Plaintiffs,

vs.

**MARINAJ PROPERTIES LLC; and ALL
PERSONS UNKNOWN CLAIMING
ANY LEGAL OR EQUITABLE RIGHT,
TITLE, ESTATE, LIEN, OR INTEREST
IN THE PROPERTY DESCRIBED IN
THIS COMPLAINT ADVERSE TO
PLAINTIFFS' TITLE, OR ANY CLOUD
UPON PLAINTIFFS' TITLE THERETO,**

Defendants,

Case No. **CUME 2504043**

**VERIFIED COMPLAINT TO QUIET
TITLE**

VERIFIED COMPLAINT TO QUIET TITLE

COMES NOW, Plaintiffs, TMWG PRIVATE IRREVOCABLE TRUST© and TMWG
EXPRESS© TRUST (hereinafter "Plaintiffs" and/or "Real Parties in Interest"), by
Special Limited Appearance, by and through their duly appointed Attorneys-In-Fact,
Trustees, and Authorized Representatives, without waiver of any rights,
immunities, or protections, and pursuant to the principles of equity, trust law, and
constitutional due process.

1 Plaintiffs Invoke their inherent constitutionally **secured** and **protected** rights and
2 exercising the authority granted by executed 'Affidavit: Power of Attorney In Fact'
3 (attached hereto as **Exhibit P**), and the Trust Certification (**Exhibit O**).

4 The Plaintiffs, acting through their Attorney(s)-In-Fact, proceed in accordance with
5 their *unalienable* right to contract, as **secured** and **protected** by the Constitution of
6 the United States of America, and in particular **Article I, Section 10** of the
7 Constitution, which states: "No State shall... pass any Law impairing the Obligation
8 of Contracts."

9 Both TMWG PRIVATE IRREVOCABLE TRUST© and TMWG EXPRESS© TRUST, by *Special*
10 *Limited Appearance*, by and through their duly appointed trustees and authorized
11 representatives, are empowered under their respective governing formation documents to
12 initiate and maintain legal actions necessary to protect and preserve trust assets.

13 Plaintiffs invoke the equitable maxim that "**Equity regards the beneficiary as the**
14 **true owner of the trust property,**" and seek relief accordingly under the Court's
15 inherent jurisdiction in equity.

16 Plaintiffs appear by *Special Limited Appearance* and expressly **reserve all rights,**
17 **remedies, immunities, and protections,** including but not limited to their right to
18 equitable relief under the Constitution, the common law, and the Uniform
19 Commercial Code. Plaintiffs **do not waive**, offer, or transfer any exemption,
20 discharge right, or secured position.

21 Plaintiffs invoke the **maxim that equity will not suffer a wrong without a remedy,**
22 and seek protection, redress, and enforcement of their perfected claims and lawful
23 title in a forum of competent and impartial equity. Any attempt to force adhesion,
24 compel commercial performance, or presume joinder to corporate/statutory
25 jurisdiction is expressly rebutted and conditionally declined.

26 **I. JURISDICTION AND VENUE**

27 This Court has jurisdiction because this action seeks to quiet title to real property
28 situated in Riverside County, California.

1 Plaintiffs further invoke the Court's *exclusive equitable jurisdiction* pursuant to
2 the **common law of California** and the **foundational principles of trust equity**, as
3 preserved under the **Constitution** and **not abrogated by statute**. This action arises
4 not only under the statutory procedures for quiet title set forth in **California Code**
5 **of Civil Procedure § 760.010 et seq.**, but also under the Court's inherent authority
6 in **common law equity** to adjudicate matters involving **fraud, breach of trust,**
7 **perfected security interests, and unrebutted commercial affidavits and contracts.**
8 In all matters involving trusts, fraud, or equitable ownership, it is a settled principle
9 that equity shall prevail where legal remedies are inadequate or unavailable.

10 **II. PROPERTY DESCRIPTION**

11 The real property subject to this action, held as private trust property, is
12 located at:

13 **31990 Pasos Place, Temecula, California**

14 Assessor's Parcel No. (APN): **957-570-005**

15 Legal description: Lot 5 of Tract No. 23209, City of Temecula, Book 320, Pages
16 79 through 97, Official Records of Riverside County.

17 **III. PLAINTIFFS' TITLE**

- 18 1. Plaintiffs are the lawful beneficiaries and equitable title holders of the subject
19 property by virtue of a recorded **GRANT DEED**, Doc. No. 2024-0291980, dated
20 September 27, 2024, vesting legal title in 'WG PRIVATE IRREVOCABLE TRUST'.
21 **(See Exhibit A)**
- 22 2. Plaintiffs have lawfully **secured and perfected** their rights, title, and interest in
23 the property by filing multiple UCC-1 Financing Statements and UCC-3
24 Amendments with the Secretary of State of Nevada. These filings establish and
25 provide public notice of Plaintiffs' enforceable security interest and perfected
26 claim under the Uniform Commercial Code, thereby reinforcing their status as
27 secured parties with both **equitable and legal standing** in relation to the subject
28 property. **(See Exhibits B, C, D, and E)**

1 **IV. STANDING**

2 Plaintiffs affirm their lawful standing, as conclusively established, acknowledged,
3 and admitted by Defendants through failure to rebut the Plaintiffs' duly served and
4 verified affidavits, contracts, and security agreements, all of which now stand as
5 self-executing instruments by operation of law:

- 6 1. Plaintiffs are the duly authorized **master beneficiaries, secured parties,**
7 **executors, trustees, and/or fiduciaries** of the subject property, and are also
8 recognized as **holders in due course** of all associated assets, both *tangible and*
9 *intangible*.
- 10 2. Plaintiffs are **undisputedly** the **Creditor(s)**.
- 11 3. The Plaintiffs have explicitly reserved **all** of their rights, also in accordance with
12 U.C.C. § 1-308, and **waive none**.
- 13 4. Plaintiffs alone **undisputedly** have exclusive, sole, absolute, and complete
14 '**standing**'.
- 15 5. The Defendant is **the DEBTORS** in this matter.
- 16 6. The Defendant is **NOT** the CREDITOR, or an ASSIGNEE of the CREDITOR, in
17 this matter.
- 18 7. The Defendant does **NOT** have power of attorney in any way.
- 19 8. The Defendant in this matter does **NOT** have **any** valid interest or standing.
- 20 9. The Defendant in this matter does **NOT** have a valid claim to the '**Property**' (31990
21 Pasos Place, Temecula, California,' and described as follows: Lot 5 of Tract No. 23209, in
22 the City of Temecula, California, County of Riverside, on file in Book 320, Pages 79
23 through 97 records of Riverside County, California), or any of the respective Assets,
24 registered and unregistered, tangible and intangible.
- 25 10. Accordingly, **Plaintiffs maintain exclusive and sole standing** in relation to said
26 assets and their interests, as duly recorded and affirmed by these filings.
- 27 11. **Plaintiffs' standing** is further affirmed and evidenced by the **GRANT DEED**
28 recorded in Official Records County of Riverside, DOC #2024-0291980, APN:

957-570-005, File No.: 37238 KH, where the private trust property is titled to 'WG Private Irrevocable Trust, dated February 7, 2022'. Attached hereto as **Exhibit G**, and incorporated herein by reference.

V. STATEMENT OF FACTS

1. The Defendant remains in dishonor and default as evidenced by the unrebutted affidavits and contract and security agreements (Exhibits G, H, I, and J), and the Defendant is presumed in dishonor.
2. Plaintiffs are the undisputed Real Parties in Interest, Creditors, and Holders in Due Course under U.C.C. §§ 3-302 and 3-306, possessing lawful claim over all assets – registered and unregistered, tangible and intangible – and holding allodial title to the subject property. This standing is evidenced by the following UCC filings with the Nevada Secretary of State: UCC-1 filings #2024385925-4 and #2024385935-1, and UCC-3 Amendments #2024402433-7 and #2024411182-7. (See Exhibits B, C, D, and E).
3. As established and evidenced by the perfected UCC filings, the **Deed of Trust** and the underlying **Note/Negotiable Instrument** have been lawfully **accepted, securitized, and discharged** in accordance with applicable commercial law. Any alleged obligation has been fully extinguished by operation of law, and no lawful debt remains.
4. The public filing of said instruments evidences Plaintiffs' lawful right to the property as secured party creditors, enforceable against all third parties, including trustees, lenders, servicers, and purported beneficiaries.
5. Plaintiffs, having fulfilled all relevant obligations and lawfully perfected their interest as secured parties, now hold a **superior, enforceable, and exclusive claim** to the subject property, free and clear of any adverse or competing claims. Their perfected legal and equitable interest is a matter of public record and remains unchallenged.

- 1 6. On **December 5, 2022**, a **GRANT DEED** (DOC #2022-0490841, File No.: 30291
2 KH) was recorded in the **Official Records of Riverside County** for APN:
3 **957-570-005**. (See Exhibit F)
- 4 7. On **September 27, 2024**, a **GRANT DEED** (DOC #2024-0291980, File No.: 37238
5 KH) was recorded in the **Official Records of Riverside County** for APN:
6 **957-570-005**. (See Exhibit A)
- 7 8. On **February 13, 2024**, Plaintiffs duly filed a **UCC-1 Financing Statement** and
8 **Notice Filing No. 2024385925-4** , with the Secretary of State of Nevada, thereby
9 further perfecting and providing public notice of their secured interest in the
10 subject property. (See Exhibit B)
- 11 9. On **February 13, 2024**, Plaintiffs duly filed a **UCC-1 Financing Statement** and
12 **Notice Filing No. 2024385935-1**, with the Secretary of State of Nevada, thereby
13 further perfecting and providing public notice of their secured interest in the
14 subject property. (See Exhibit C)
- 15 10. On **April 30, 2024**, Plaintiffs duly filed a **UCC-3 Amendment and Notice, Filing**
16 **No. 2024402433-7**, with the Secretary of State of Nevada, thereby further
17 perfecting and providing public notice of their secured interest in the subject
18 property. (See Exhibit D)
- 19 11. On **June 15, 2024**, Plaintiffs duly filed a **UCC-3 Amendment and Notice, Filing**
20 **No. 2024411182-7**, with the Secretary of State of Nevada, thereby further
21 perfecting and providing public notice of their secured interest in the subject
22 property. (See Exhibit E)
- 23 12. On **January 17, 2025**, a purported **Trustee's Deed Upon Sale** (Document
24 **No. 2025-0017386**) was fraudulently recorded in the official records. Said
25 instrument is **void ab initio**, as the party executing the alleged transfer
26 lacked both **lawful title** and **legal authority** to convey any interest in the
27 subject property, rendering the deed legally null and without force or
28 effect.

- 1 13. Any **deed**—including, but not limited to, a **'TRUSTEE'S DEED UPON**
2 **SALE'** (Doc. #2025-0017386)—presently in the **Plaintiffs' possession** constitutes
3 a **product of fraud** and is therefore **null and void *ab initio***, having absolutely
4 **no legal force or effect.**
- 5 14. **No transfer or assignment of title** has occurred since the recording of **GRANT**
6 **DEED #2024-0291980 on September 27, 2024.**
- 7 15. The **private trust property remains private trust property** and is the property of
8 an **irrevocable, non-statutory** trust.
- 9 16. No judicial foreclosure or court order authorized the sale. Any non-judicial
10 attempt to extinguish Plaintiffs' equitable title without due process is
11 constitutionally defective and void.

12 **VI. PLAINTIFFS' EXCLUSIVE RIGHT TO EQUITY AND TRUE**
13 **OWNERSHIP OF PRIVATE TRUST PROPERTY**

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

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

22 **2. Superior Equitable Interest:**

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

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

2 The **private trust property** remains outside the reach of unauthorized claims, as
3 the Plaintiffs have not granted jurisdiction, standing, or authority to any third
4 party. "**Equity will not suffer a wrong without a remedy.**" Any attempt to
5 deprive the Plaintiffs of their rightful ownership constitutes **fraud, conversion,**
6 **and an unlawful taking in violation of trust law principles.** "**What is mine**
7 **cannot be taken from me without my consent.**" (Quod meum est sine me
8 auferri non potest.)

9 **4. Legal and Equitable Maxim of Ownership:**

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

16 **5. Assertion of True Ownership:**

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

23 **VII. SECURITY INTEREST SECURED AND PERFECTED**
24 **THROUGH UCC FILINGS**

25 1. Plaintiffs lawfully **secured and perfected all** interest, rights, and equitable
26 title to the subject property via properly filed **UCC-1 Financing**
27 **Statements**, identifying both the debtor and the secured party, which are a
28 matter of public record.

2. The filing of the **UCC-1 Financing Statements** on **February 13, 2024** (Filing Nos. #2024385925-4 and #2024385935-1), followed by the **UCC-3 Amendments and Notices** on **April 30, 2024** and **June 15, 2024** (Filing Nos. #2024402433-7 and #2024411182-7), respectively, gave **constructive notice to all third parties**, including any putative trustees, servicers, or investors, of the secured interest held by the Trust.
3. Under **UCC § 9-105, 9-308, and 9-509**, the Plaintiffs' secured interest is considered ***perfected*** and **enforceable against third parties**. The public filing of said instruments evidences the Plaintiffs' lawful right to the property as **secured party creditor**.
4. As a result of the ***perfected*** security interest and the recorded chain of title via **GRANT DEED #2024-0291980**, no trustee, lender, servicer, or third party had or has lawful or legal authority to initiate, conduct, or execute a Trustee's Sale under any statutory or contractual provision.
5. The entity purporting to act as "trustee" in recording a **Trustee's Deed Upon Sale (Doc. #2025-0017386)** acted ***without standing, without legal authority, and in violation of perfected, prior interests***. Said trustee's deed is therefore **void ab initio**, did/does not transfer any legal or equitable title, and is a fraudulent instrument clouding lawful title.
6. A cloud on title exists where a recorded instrument falsely purports to affect title. (See *Kahan v. Rosenstiel*, 424 F.2d 161, 173.) Plaintiffs seek to remove the Trustee's Deed as a fraudulent and void instrument.

VIII. TRUSTEE'S DEED OF SALE IS VOID AB INITIO AND WITHOUT LEGAL EFFECT

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

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

2 The issuance of the Trustee's Deed of Sale constitutes an **unlawful taking**
3 without due process, violating fundamental constitutional protections. Any
4 action that deprives an individual of property without full and fair adjudication
5 **is null and void from the outset.**

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

10 **2. The *Purported* TRUSTEE LACKED AUTHORITY TO TRANSFER TITLE**

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

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

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

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

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

24 **IX. Defendant's Presumption of Dishonor under U.C.C. § 3-505 and**
25 **Evidence Proving Defendant's Dishonor**

- 26 1. The failure of Defendant to rebut or provide any valid evidence of their
27 performance is further confirmed by the, 'AFFIDAVIT CERTIFICATE of
28 DISHONOR, NON-RESPONSE, DEFAULT, JUDGEMENT, and LIEN

AUTHORIZATION"/Self-Executing Contract Security Agreement (Exhibit J), which is **duly notarized** and complies with the requirements of U.C.C. § 3-505.

2. 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.

U.C.C. § 3-505. Evidence of Dishonor:

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

- (1) A document regular in form as provided in subsection (b) which purports to be a protest;
- (2) A purported stamp or writing of the drawee, payor bank, or presenting bank on or accompanying the instrument stating that acceptance or payment has been refused unless reasons for the refusal are stated and the reasons are not consistent with dishonor;
- (3) A book or record of the drawee, payor bank, or collecting bank, kept in the usual course of business which shows dishonor, even if there is no evidence of who made the entry.

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

3. The **notarized** 'AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE, DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION"/Self-Executing

Contract Security Agreement (Exhibit J), complies with these requirements and serves as a formal protest and **evidence of dishonor** under U.C.C. § 3-505, as it clearly documents Defendant's refusal to respond or provide the necessary rebuttal to Plaintiffs' **verified** claims.

4. The Defendant **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. *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**.

5. The Defendant 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 the **Defendant is barred** from contesting these findings in subsequent processes, **whether administrative or judicial**.

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

Plaintiffs' reference 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.

1 **A. Jurisdiction and Standing in Court**

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

7 1. **Patton v. Diemer**, 35 Ohio St. 3d 68; 518 N.E.2d 941 (1988): "A judgment
8 rendered by a court lacking subject matter jurisdiction is **void ab initio**.
9 Consequently, the authority to vacate a void judgment is not derived from
10 Ohio R. Civ. P. 60(B), but rather constitutes an inherent power possessed
11 by Ohio courts. I see no evidence to the contrary that this would apply to
12 ALL courts."

13 2. **Lebanon Correctional Institution v. Court of Common Pleas**, 35 Ohio St.2d 176
14 (1973): "A party lacks **standing** to invoke the jurisdiction of a court unless he
15 has, in an individual or a representative capacity, some **real interest** in the
16 subject matter of the action."

17 3. **Wells Fargo Bank v. Byrd**, 178 Ohio App.3d 285, 2008-Ohio-4603, 897 N.E.2d
18 722 (2008): "If plaintiff has offered no evidence that it owned the note and
19 mortgage when the complaint was filed, it would not be entitled to judgment as
20 a matter of law."

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

27 5. **Indymac Bank v. Bethley**, 880 N.Y.S.2d 873 (2009): "The Court is
28 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."
2. **Wells Fargo v. Reyes**, 867 N.Y.S.2d 21 (2008): "Dismissed with prejudice, Fraud on Court & Sanctions. Wells Fargo never owned the Mortgage."
3. **Deutsche Bank v. Peabody**, 866 N.Y.S.2d 91 (2008): "EquiFirst, when making the loan, violated Regulation Z of the Federal Truth in Lending Act 15 USC §1601 and the Fair Debt Collections Practices Act 15 USC §1692; 'intentionally created fraud in the factum' and withheld from plaintiff 'vital information concerning said debt and all of the matrix involved in making the loan.'"

C. Corporate and Banking Overreach

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

1. **Zinc Carbonate Co. v. First National Bank**, 103 Wis. 125, 79 NW 229 (1899):
"The doctrine of ultra vires is a most powerful weapon to private corporations within their legitimate spheres and punish them for violations of their corporate charters, and it probably is not invoked too often."
2. **Howard & Foster Co. vs. Citizens National Bank**, 133 S.C. 202, 130 S.E. 758 (1926): "It has been settled beyond controversy that a national bank, under Federal law, being limited in its power and capacity, cannot lend its credit by nor guarantee the debt of another. All such contracts being entered into by its officers are ultra vires and not binding upon the corporation."

1 **3. American Express Co. v. Citizens State Bank**, 181 Wis. 172, 194 NW 427 (1923):
2 "Neither, as included in its powers not incidental to them, is it a part of a bank's
3 business to lend its credit."

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

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

9 **1. Federal Rule of Civil Procedure 17(a)(1)**: "[A]n action must be prosecuted
10 in the name of the real party in interest."

11 **2. In re Jacobson**, 402 B.R. 359, 365-66 (Bankr. W.D. Wash. 2009): Emphasizes
12 that actions must be filed by the real party in interest.

13 **3. United States v. Kis**, 658 F.2d 526 (7th Cir. 1981): "Indeed, no more than
14 (affidavits) is necessary to make the prima facie case." Cert. denied, S. Ct.
15 (1982).

16 **4. U.S. v. Tweel**, 550 F.2d 297 (1977): "Silence can only be equated with fraud
17 where there is a legal or moral duty to speak or when an inquiry left
18 unanswered would be intentionally misleading."

19 **E. Contract and Consideration Principles**

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

23 • **Menominee River Co. v. Augustus Spies L & C Co.**, 147 Wis. 559 at p.
24 572; 132 NW 1118 (1912): "If any part of the consideration for a promise be
25 illegal, or if there are several considerations for an un-severable promise
26 one of which is illegal, the promise, whether written or oral, is wholly
27 void, as it is impossible to say what part or which one of the
28 considerations induced the promise."

XI.

CAUSES OF ACTION

1. Quiet Title [CCP § 760.010 et seq.]

Plaintiffs seek a judicial declaration that:

- Plaintiffs, through the WG PRIVATE IRREVOCABLE TRUST, hold **sole and exclusive equitable and legal title** to the subject property.
- The Trustee's Deed Upon Sale is **null, void, and of no effect**.
- Defendant does not have any estate, rights, title, lien, or interest in the property.

REQUEST AND DEMAND RELIEF

Plaintiffs **respectfully** request and demand.

1. That the Court adjudge and decree that:

- Plaintiffs hold valid, superior title to the subject property;
- The Trustee's Deed Upon Sale (Doc. No. 2025-0017386) is **void ab initio** and shall be **stricken** from the county records;

2. Plaintiffs seek a judicial declaration of their sole, superior, and equitable interest in the property and a declaration that all adverse claims are **void ab initio**.

3. That all adverse claims of Defendants are invalid and constitute a **cloud on title**; For **costs of suit** and any further relief the Court deems just and proper.

4. Remove and strike any record of the deed or trustee's sale from county land records.

5. Plaintiffs further request any such other and further relief this Court deems just and proper in equity and at law, including injunctive relief, declaratory judgment, and removal of any invalid encumbrance on title.

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VERIFICATION:

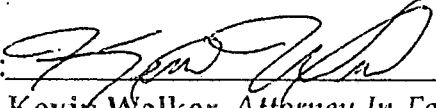
Pursuant to 28 U.S.C. § 1746

BY AUTHORIZED REPRESENTATIVE WITH FIRSTHAND KNOWLEDGE

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

Executed, signed, and sealed this 4th day of April in the year of Our Lord two thousand and twenty five, *without* the United States, **with all rights reserved and without recourse and without prejudice**.

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

By: 
Kevin Walker, Attorney-In-Fact, Authorized Representative,

VERIFICATION:

Pursuant to 28 U.S.C. § 1746

BY AUTHORIZED REPRESENTATIVE WITH FIRSTHAND KNOWLEDGE

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

Executed, signed, and sealed this 4th day of April in the year of Our Lord two thousand and twenty five, *without* the United States, **with all rights reserved and without recourse and without prejudice**.

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

By:

Donnabelle Mortel, Attorney-In-Fact, Authorized Representative

//

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

Sui juris, By Special Limited Appearance,

By:

Corey Walker (WITNESS)

Sui juris, By Special Limited Appearance,

By:

Steven MacArthur-Brooks (WITNESS)

LIST OF EXHIBITS / EVIDENCE:

1. **Exhibit A:** GRANT DEED recorded in Official Records County of Riverside, DOC #2024-0291980, APN: 957-570-005, File No.: 37238 KH, where the private trust property is titled to 'WG Private Irrevocable Trust, dated February 7, 2022'.
2. **Exhibit B:** UCC1 filing #2024385925-4.
3. **Exhibit C:** UCC1 filing #2024385935-1.
4. **Exhibit D:** UCC3 filing and NOTICE #2024402433-7.
5. **Exhibit E:** UCC3 filing and NOTICE #2024411182-7.
6. **Exhibit F:** GRANT DEED, DOC #2022-0490841, APN: 957-570-005, File No.: 30291 KH, recorded in Official Records County of Riverside.
7. **Exhibit G:** Affidavit and Contract and Security Agreement #EI988807156US.
8. **Exhibit H:** Affidavit and Contract and Security Agreement #RF775822865US.
9. **Exhibit I:** Affidavit and Contract and Security Agreement #RF775823755US.

10. **Exhibit J:** Contract and Security Agreement / Affidavit Certificate of Dishonor,
Non-response, **DEFAULT**, JUDGEMENT, and LIEN AUTHORIZATION and
LIEN AUTHORIZATION, #RF775824288US.

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

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

13. **Exhibit M:** Form 3811 corresponding to Exhibit I.

14. **Exhibit N:** Form 3811 corresponding to Exhibit J.

15. **Exhibit O:** Trust Certificate of WG PRIVATE IRREVOCABLE TRUST.

16. **Exhibit P:** Affidavit: Power of *Attorney-In-Fact*

//

PROOF OF SERVICE

STATE OF CALIFORNIA)

) ss.

COUNTY OF RIVERSIDE)

I competent, over the age of eighteen (18) 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 5, 2025, I
served the within documents:

1. **VERIFIED COMPLAINT TO QUIET TITLE.**

2. **Exhibits A through O.**

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), Agent(s)
C/o CLERK OF COURT
27401 Menifee Center Drive
Menifee, California [92584]
Registered Mail #RF775823628US

Naji Doemt, Mary Doumit, Daniel Doemt
C/o NAJI DOUMIT, MARINAJ PROPERTIES, FOCUS ESTATES INC
1130 South Tamarisk Drive
Anaheim, California [92807]
Registered Mail #RF775823631US

Barry-Lee: O'Connor
C/o BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES
3691 Adams Street
Riverside, California [92504]
Registered Mail #RF775821026US

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.

Naji Doemt, Mary Doumit, Daniel Doemt
C/o NAJI DOUMIT, MARINAJ PROPERTIES, FOCUS ESTATES INC
1130 South Tamarisk Drive
Anaheim, California [92807]
udlaw2@aol.com
louisatoui3@yahoo.com

Barry-Lee: O'Connor
C/o BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES
3691 Adams Street
Riverside, California [92504]
udlaw2@aol.com
louisatoui3@yahoo.com

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **April 4, 2025** in Riverside County, California.

/s/Corey Walker/
Corey Walker

//

//

NOTICE:

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

//

ACKNOWLEDGEMENT:

State of California)

) ss.

County of Riverside)

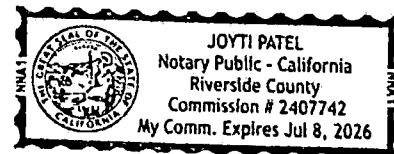
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 4th day of April, 2025, before me, Joyti Patel, a Notary Public, personally appeared Kevin Walker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Joyti Patel (Seal)



-Exhibit A-

DOC # 2024-0291980

09/27/2024 08:39 AM Fees: \$94.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

RECORDING REQUESTED BY:

DocStar Services, LLC.

MAIL TAX STATEMENTS AND
WHEN RECORDED MAIL TO:

**% WG Private Irrevocable Trust
31990 Pasos Place
Temecula, CA 92591**

**This document was electronically submitted
to the County of Riverside for recording**
Received by: ELENA #448

This document has been electronically recorded/filed with
the County Recorder's Office shown herein. This Coversheet
should be kept together along with the attached Original
Documents, as confirmation of its recording.

APN: 957-570-005

File No.: 37238 KH

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

"The conveyance transfers to an irrevocable
trust by the trustee or from an irrevocable
trust to a beneficiary, R&T 11911."

This Document has been recorded as an
Accommodation only, it has not been reviewed as
to its accuracy or its effect on title

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

T.R.A.: 013-109

DOCUMENTARY TRANSFER TAX IS \$ 0.00 CITY TAX IS \$ 0.00
____ Computed on full value of property conveyed, or
____ Computed on full value less liens and encumbrances remaining at time of sale.
____ Unincorporated area ☒ City of Temecula

For valuable consideration, receipt of which is hereby acknowledged,

Sameis Dragon, LLC, Trustee of the Memory Starburst Trust, dated February 7, 2022

hereby GRANT(S) to

WG Express, Trustee of the WG Private Irrevocable Trust, dated February 7, 2022

the following described property situated in the City of Temecula, County of Riverside,
State of California:

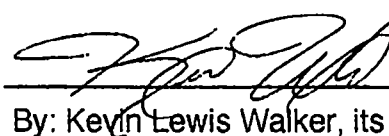
**Lot 5 of Tract No. 23209, in the City of Temecula, County of Riverside, State of California, on file in
Book 320, Pages 79 through 97, Records of Riverside County, California.**

Commonly known as: 31990 Pasos Place, Temecula, CA 92591

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Dated: September 12, 2024

Memory Starburst Trust, dated February 7, 2022
By: Sameis Dragon, LLC, Trustee

 UCC 1-308
3-402
By: Kevin Lewis Walker, its President

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.


STATE OF California)
COUNTY OF Riverside) s

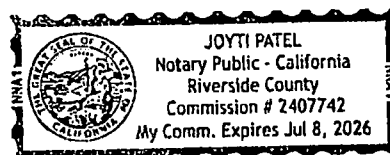
On September 25, 2024 before me, Joyti Patel, Notary Public, Notary Public, personally appeared Kevin Lewis Walker *****

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 



-Exhibit B-

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Kevin Lewis Walker 310-923-8521
B. E-MAIL CONTACT AT FILER (optional) kevinlwalker@me.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) KEVIN LEWIS WALKER c/o 41593 Winchester Road, Suite 200 Temecula, CA 92590, USA

Filed in the Office of <i>F. Aguilar</i> Secretary of State State Of Nevada	Initial Filing Number 2024385925-4
	Filed On February 13, 2024 10:31 AM
	Number of Pages 1

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME				
	1b. INDIVIDUAL'S SURNAME WALKER	FIRST PERSONAL NAME KEVIN	ADDITIONAL NAME(S)/INITIAL(S) LEWIS		SUFFIX
1c. MAILING ADDRESS 11400 W OLYMPIC BLVD SUITE 200	CITY LOS ANGELES	STATE CA	POSTAL CODE 90064	COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME				
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME				
	3b. INDIVIDUAL'S SURNAME WALKER	FIRST PERSONAL NAME KEVIN LEWIS	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 41593 WINCHESTER ROAD SUITE 200	CITY TEMECULA	STATE CA	POSTAL CODE 92590	COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

THIS IS ACTUAL AND CONSTRUCTIVE NOTICE THAT ALL OF THE DEBTORS INTEREST NOW OWNED OR HEREAFTER ACQUIRED IS HEREBY ACCEPTED AS COLLATERAL FOR SECURING CONTRACTUAL OBLIGATIONS IN OF THE SECURED PARTY AS DETAILED IN A TRUE, CORRECT, COMPLETE, SECURITY AGREEMENT NO.070320042823. ALL OF DEBTORS ASSETS, THEIR SIGNATURE, REAL ESTATE, LAND, BANK ACCOUNTS, DNA, BIRTH CERTIFICATE, BONDS SECURITIES, LAWFUL MONEY, NOTES, DEBT INSTRUMENTS, FINGERPRINTS, CRYPTOCURRENCY WALLETS, TRADEMARKS, PATENTS, THEIR LIKENESS, BUSINESSES, OFFSPRING ADONIS ESCAREZ MORTEL WALKER AND ZOIYA ESCAREZ MORTEL WALKER BIRTH CERTIFICATES, EINS, TRUSTS, AND PERSONAL PROPERTY, AND ALL OF DEBTORS INTEREST IN SAID ASSETS, LAND AND PERSONAL PROPERTY, NOW OWNED AND HEREAFTER ACQUIRED, NOW EXISTING AND HEREAFTER ARISING AND WHEREVER LOCATED, DESCRIBED FULLY IN SECURITY AGREEMENT NO.070320042823. INQUIRING PARTIES MAY CONSULT DIRECTLY WITH THE DEBTOR TO ASCERTAIN IN DETAIL, THE FINANCIAL RELATIONSHIP AND CONTRACTUAL OBLIGATIONS ASSOCIATED WITH THIS COMMERCIAL TRANSACTION, IDENTIFIED IN THE SECURITY AGREEMENT REFERENCE ABOVE. ----- AFFIDAVIT OF TRUTHS AND POWER OF ATTORNEY IN FACT HAS BEEN NOTICED TO SECRETARY OF STATE, DEPARTMENT OF TREASURY, IRS, PROBATE, AND COUNTY. ADJUSTMENT OF THIS FILING IS IN ACCORD WITH HOUSE JOINT RESOLUTION HJR 192 OF JUNE 5TH 1933 AND UCC1- 103 AND 10-104. SECURED PARTY ACCEPTS DEBTOR SIGNATURE IN ACCORD WITH UCC1-201(39), 3-401.

5. Check only if applicable and check only one box: Collateral is ☒ held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check <u>only</u> if applicable and check <u>only</u> one box:	6b. Check <u>only</u> if applicable and check <u>only</u> one box:
Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility	Agricultural Lien Non-UCG Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer ☒ Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

-Exhibit C-

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Kevin Lewis Walker 310-923-8521
B. E-MAIL CONTACT AT FILER (optional) kevinwalker@me.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) KEVIN LEWIS WALKER c/o 41593 Winchester Road, Suite 200 Temecula, CA 92590, USA

Filed in the Office of <i>FVAguilar</i> Secretary of State State Of Nevada	Initial Filing Number 2024385935-1
	Filed On February 13, 2024 10:36 AM
	Number of Pages 1

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
OR	1b. INDIVIDUAL'S SURNAME MORTEL	FIRST PERSONAL NAME DONNABELLE ESCAREZ	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 11400 W OLYMPIC BLVD SUITE 200	CITY LOS ANGELES	STATE CA	POSTAL CODE 90064	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR	3b. INDIVIDUAL'S SURNAME MORTEL	FIRST PERSONAL NAME DONNABELLE ESCAREZ	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS C/O 41593 WINCHESTER SUITE 200	CITY TEMECULA	STATE CA	POSTAL CODE 92590	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

THIS IS ACTUAL AND CONSTRUCTIVE NOTICE THAT ALL OF THE DEBTORS INTEREST NOW OWNED OR HEREAFTER ACQUIRED IS HEREBY ACCEPTED AS COLLATERAL FOR SECURING CONTRACTUAL OBLIGATIONS IN OF THE SECURED PARTY AS DETAILED IN A TRUE, CORRECT, COMPLETE, SECURITY AGREEMENT NO.DEM070320042823. ALL OF DEBTORS ASSETS, THEIR SIGNATURE, REAL ESTATE, LAND, BANK ACCOUNTS, DNA, BIRTH CERTIFICATE, BONDS SECURITIES, LAWFUL MONEY, NOTES, DEBT INSTRUMENTS, FINGERPRINTS, CRYPTOCURRENCY WALLETS, TRADEMARKS, PATENTS, THEIR LIKENESS, BUSINESSES, TRUSTS, AND PERSONAL PROPERTY, AND ALL OF DEBTORS INTEREST IN SAID ASSETS, LAND AND PERSONAL PROPERTY, NOW OWNED AND HEREAFTER ACQUIRED, NOW EXISTING AND HEREAFTER ARISING AND WHEREVER LOCATED, DESCRIBED FULLY IN SECURITY AGREEMENT NO.DEM070320042823. INQUIRING PARTIES MAY CONSULT DIRECTLY WITH THE DEBTOR TO ASCERTAIN IN DETAIL, THE FINANCIAL RELATIONSHIP AND CONTRACTUAL OBLIGATIONS ASSOCIATED WITH THIS COMMERCIAL TRANSACTION, IDENTIFIED IN THE SECURITY AGREEMENT REFERENCE ABOVE. ----- AFFIDAVIT OF TRUTHS AND POWER OF ATTORNEY IN FACT HAS BEEN NOTICED TO SECRETARY OF STATE, DEPARTMENT OF TREASURY, IRS, PROBATE, AND COUNTY. ADJUSTMENT OF THIS FILING IS IN ACCORD WITH HOUSE JOINT RESOLUTION HJR 192 OF JUNE 5TH 1933 AND UCC1- 103 AND 10-104. SECURED PARTY ACCEPTS DEBTOR SIGNATURE IN ACCORD WITH UCC1-201(39), 3-401.

5. Check only if applicable and check only one box: Collateral is ☒ held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction

Manufactured-Home Transaction

A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien

Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):

Lessee/Lessor

Consignee/Consignor

Seller/Buyer

☒ Bailee/Bailor

Licensee/Licensors

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form

2024385925-4

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

KEVIN LEWIS WALKER ESTATE

OR 12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION NAME

OR 13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

EXPRESS MAIL # EI 949 909 944 US, AND NOTICE TENDERED/SENT TO INTERNAL REVENUE SERVICE VIA EXPRESS MAIL # EI 949 909 989 US. ALL SECURITIES, AND ASSETS ARE ACCEPTED FOR VALUE AND RETURNED FOR VALUE WITH HONOR. SAID REGISTRATION IS TO SECURE THE RIGHTS TO TITLE(S) AND INTEREST IN THE COLLATERAL. ADJUSTMENT IS PURVIEW OF PUBLIC HJR-192, PUBLIC POLICY 73-10, 31 USC 3123, UCC 3-311, 3-419, 3-104, 3-603, 1-104, 9-105. ISSUED WITH 1099-OID (ORIGINAL ISSUE DISCOUNT), 1099-A, AND ALSO A 1099-C.

15. This FINANCING STATEMENT AMENDMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☐ is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

17. Description of real estate:

18. MISCELLANEOUS:

-Exhibit D-

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Kevin Lewis Walker 310-923-8521
B. E-MAIL CONTACT AT FILER (optional) kevinlwalker@me.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) KEVIN LEWIS WALKER c/o 41593 Winchester Road, Suite 200 Temecula, CA 92590, USA

Filed in the Office of <i>FVAgular</i> Secretary of State State Of Nevada	Filing Number 2024402433-7
	Initial Filing Number 2024385925-4
	Filed On April 30, 2024 09:00 PM
	Number of Pages 2

1a. INITIAL FINANCING STATEMENT FILE NUMBER 2024385925-4	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach Amendment Addendum (Form UCC3Ad)</u> and provide Debtor's name in item 13
--	--

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:
Check one of these two boxes: AND Check one of these three boxes to:
This Change affects ☐ Debtor or ☐ Secured Party of record ☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR 6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (USE exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

OR 7a. ORGANIZATION'S NAME			
OR 7b. INDIVIDUAL'S SURNAME			
INDIVIDUAL'S FIRST PERSONAL NAME			
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

8. ☒ COLLATERAL CHANGE: Also check one of these four boxes: ☒ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

THIS IS AN AMENDMENT TO THE ORIGINAL ENTRY TO THE SECURED PARTY IN THE COMMERCIAL TO UCC- 1 FILE NO. 2024385925-4 AND BIRTH CERTIFICATE STATE FILE NUMBER 104-87-279345 AND THROUGH PRIVATE OFFSET ACCOUNT NUMBER F06271216 AS HEREIN REGISTERED TO CORRECT THE FILING AS TO ACCEPTANCE FOR VALUE/LIEN ON THE COLLATERAL AT \$647,200.00 USD WITH YEARLY INTEREST RATE OF 6.250%, NOTE # 000+1365377+9+1-3 DATED JULY 15, 2022, AND DEED OF TRUST/SECURITY INSTRUMENT # 000+1365377+24+1+1-15 DATED JULY 15, 2022. SAID REGISTRATION IS TO SECURE THE RIGHTS TO TITLE(S) AND INTEREST IN THE COLLATERAL. ADJUSTMENT IS PURVIEW OF PUBLIC HJR-192, PUBLIC

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

OR 9a. ORGANIZATION'S NAME KEVIN LEWIS WALKER ESTATE			
9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 2024385925-4	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
12a. ORGANIZATION'S NAME KEVIN LEWIS WALKER ESTATE	
OR 12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit			
13a. ORGANIZATION NAME			
OR 13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

POLICY 73-10, 31 USC 3123, UCC 3-311,3-419, 3-104, 3-603, 1-104. ISSUED WITH OID.

15. This FINANCING STATEMENT AMENDMENT: covers timber to be cut covers as-extracted collateral is filed as a fixture filing	17. Description of real estate:
16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):	

18. MISCELLANEOUS:

-Exhibit E-

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Kevin Lewis Walker 310-923-8521
B. E-MAIL CONTACT AT FILER (optional) kevinlwalker@me.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) KEVIN LEWIS WALKER c/o 41593 Winchester Road, Suite 200 Temecula, CA 92590, USA

Filed in the Office of <i>FVAgular</i> Secretary of State State Of Nevada	Filing Number 2024411182-7
	Initial Filing Number 2024385925-4
	Filed On June 15, 2024 05:57 AM
	Number of Pages 2

1a. INITIAL FINANCING STATEMENT FILE NUMBER 2024385925-4	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment Addendum(Form UCC3Ad) and provide Debtor's name in item 13
--	---

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: AND Check one of these three boxes to:
This Change affects Debtor gr Secured Party of record CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR 6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (USE exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
OR 7b. INDIVIDUAL'S SURNAME			
INDIVIDUAL'S FIRST PERSONAL NAME			
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			
			SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

8. ☒ COLLATERAL CHANGE: Also check one of these four boxes: ☒ ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

THIS IS AN AMENDMENT TO THE ORIGINAL ENTRY TO THE SECURED PARTY IN THE COMMERCIAL TO UCC- 1 FILE NO. 2024385925-4 AND BIRTH CERTIFICATE STATE FILE NUMBER 104-87-279345 AND THROUGH PRIVATE OFFSET ACCOUNT NUMBER F06271216 AS HEREIN REGISTERED TO CORRECT THE FILING AS TO ACCEPTANCE FOR VALUE/LIEN ON THE COLLATERAL AT SEVEN HUNDRED THOUSAND U.S. DOLLARS (\$700,000.00 USD), PRIVATE BILL OF EXCHANGE INSTRUMENT, MONEY ORDER, TENDERED IN GOOD FAITH TO AGENT(S)/FIDUCIARY(IES) OF PHH MORTGAGE SERVICES VIA REGISTERED MAIL # RF 661 591 339 US FOR FULL SETTLEMENT AND SATISFACTION, WITH COPY OF LETTER OF CREDIT AND PREAUTHORIZED USE OF CREDIT BY WAY OF PRIVATE POST REGISTERED ACCOUNT # RF 661 448 023 US AND TWO HUNDRED BILLION DOLLAR (\$200,000,000,000.00)

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor			
9a. ORGANIZATION'S NAME	KEVIN LEWIS WALKER ESTATE		
OR 9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form

2024385925-4

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

KEVIN LEWIS WALKER ESTATE

OR 12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION NAME

OR 13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

PRIVATE POST REGISTERED BOND # RF 661 448 567 US. ORIGINAL LETTER OF CREDIT DEPOSITED TO U.S. TREASURY PRIVATE POST REGISTERED ACCOUNT # RF 661 448 023 US, BY WAY OF REGISTERED MAIL # RF 661 590 299 US. FORM(S) 1099-OID TENDERED TO IRS BY WAY OF REGISTERED MAIL # RF 661 590 325 US. ALL BILLS, SECURITIES, AND/OR ASSETS ARE ACCEPTED FOR VALUE AND RETURNED FOR VALUE WITH HONOR. SAID REGISTRATION IS TO SECURE THE RIGHTS TO TITLE(S) AND INTEREST IN THE COLLATERAL. ADJUSTMENT IS PURVIEW OF PUBLIC HJR-192, PUBLIC LAW 73-10, BILLS OF EXCHANGE ACT, USC TITLE 26, 31 USC 3123, UCC 3-311,3-419, 3-104, 3-603, 3-402, 9-105, 1-104. ISSUED WITH 1099-A AND 1099-OID.

15. This FINANCING STATEMENT AMENDMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☐ is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

17. Description of real estate:

18. MISCELLANEOUS:

-Exhibit F-

RECORDING REQUESTED BY:

DocStar Services, LLC.MAIL TAX STATEMENTS AND
WHEN RECORDED MAIL TO:Memory Starburst Trust
31990 Pasos Place
Temecula, CA 92591

APN: 957-570-005

File No.: 30291 KH

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

"The conveyance transfers to a revocable
trust by the grantor or from a revocable
trust to a beneficiary, R & T 11911."This Document has been recorded as an
Accommodation only, it has not been reviewed as
to its accuracy or its effect on title**GRANT DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

T.R.A.: 013-109

DOCUMENTARY TRANSFER TAX IS \$ 0.00 CITY TAX IS \$ 0.00 Computed on full value of property conveyed, or Computed on full value less liens and encumbrances remaining at time of sale. Unincorporated area ☒ City of Temecula

For valuable consideration, receipt of which is hereby acknowledged,

Trustees Kevin Walker and Donnabelle Mortel, of the Memory Starburst Trust, dated June 23,
2021

hereby GRANT(S) to

Sameis Dragon, LLC, Trustee of the Memory Starburst Trust, dated February 7, 2022

the following described property situated in the City of Temecula, County of Riverside,
State of California:Lot 5 of Tract No. 23209, in the City of Temecula, County of Riverside, State of California, on file in
Book 320, Pages 79 through 97 Records of Riverside County, California.

Commonly known as: 31990 Pasos Place, Temecula, CA 92591

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Memory Starburst Trust, dated June 23, 2021

Dated: December 1, 2022

 Kevin Walker, Trustee


 Donnabelle Mortel, Trustee

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.

STATE OF California)
 COUNTY OF Riverside) §

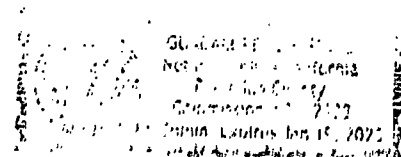
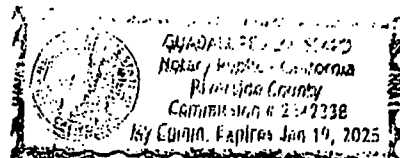
On December 1, 2022 before me, Guadalupe Roussard, Notary Public, personally appeared Kevin Walker and Donnabelle Mortel *****

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 Guadalupe Roussard



ILLEGIBLE NOTARY SEAL DECLARATION

Government Code 27361.7


I certify under penalty of perjury under the laws of the State of California that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary GUADALUPE PLOUSSARD

Name of County RIVERSIDE

Date of Commission Expires JANUARY 19, 2025

Notary Identification Number 2342338

 Patricia Alvarado, agent for DocStar Services, LLC.
Signature of person (firm names if any) making verification

Date 12/2/2022

Location TEMECULA, CALIFORNIA
(City)
State of California

-Exhibit G-

From Claimants/Plaintiffs: Kevin: Walker, *sui juris, In Propria Persona.*
Executor, Authorized Representative, Secured Party, Master Beneficiary.

™KEVIN WALKER© ESTATE, ™DONNABELLE MORTEL© ESTATE,

™KEVIN WALKER© IRR TRUST, ™WG EXPRESS TRUST©

c/o 31990 Pasos Place

Temecula, California [92591]

non-domestic *without* the United States

*** NOTICE TO AGENT IS NOTICE TO PRINCIPAL ***
*** NOTICE TO PRINCIPAL IS NOTICE TO AGENT ***

*** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT ***

To/Defendant(s)/Respondent(s): Barry-Lee: O'Connor

C/o BARRY LEE O'CONNOR

3691 Adams Street

Riverside, California [92504]

Express Mail #EI988807156US

To/Defendant(s)/Respondent(s): Naji Doumit and Mary Doumit

C/o NAJI DOUMIT, MARINAJ PROPERTIES LLC

1130 South Tamarisk Drive

Anaheim, California [92807]

Registered Mail #RF775821012US

RE: Title and Ownership of: 31990 Pasos Place, Temecula, California

AFFIDAVIT and Plain Statement of Facts

NOTICE OF CONDITIONAL ACCEPTANCE AND NOTICE OF CLAIM, FRAUD, EXTORTION, COERCION, SLANDER OF TITLE, RACKETEERING, CONSPIRACY, DEED AND TITLE FRAUD, INJURY AND DAMAGE

Kevin: Walker, ™KEVIN WALKER© ESTATE, ™DONNABELLE MORTEL© ESTATE, ™KEVIN WALKER© IRR TRUST, ™WG EXPRESS TRUST©,

Claimant(s)/Plaintiff(s),

vs.

Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARY DOUMIT, DANIEL DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, Does 1-100 Inclusive,

Defendant(s)/Respondent(s).

CASE NO.:

1. **CONDITIONAL ACCEPTANCE**
2. **FRAUD**
3. **THEFT, EMBEZZLEMENT, AND FRAUDULENT MISAPPLICATION OF FUNDS AND ASSETS**
4. **FRAUD, FORGERY, AND UNAUTHORIZED USE OF IDENTITY**
5. **MONOPOLIZATION OF TRADE AND COMMERCE, AND UNFAIR BUSINESS PRACTICES**
6. **DEPRIVATION OF RIGHTS UNDER COLOR OF LAW**
7. **RECEIVING EXTORTION PROCEEDS**
8. **FALSE PRETENSES AND FRAUD**
9. **EXTORTION**
10. **RACKETEERING**
11. **BANK FRAUD**
12. **FRAUDULENT TRANSPORTATION AND TRANSFER OF STOLEN GOODS AND SECURITIES**
13. **UNLAWFUL INTERFERENCE, INTIMIDATION, EXTORTION, AND EMOTIONAL DISTRESS**
14. **CONSIDERED AND STIPULATED ONE HUNDRED MILLION DOLLAR (\$100,000,000.00) JUDGEMENT AND LIEN.**

COMES NOW, Plaintiffs ™KEVIN WALKER© ESTATE, ™DONNABELLE

MORTEL© ESTATE, ™KEVIN WALKER© IRR TRUST, ™WG EXPRESS TRUST©

(hereinafter "Claimants" and/or "Plaintiffs"), by and through their Attorney-in-

Fact, Kevin: Walker who is proceeding *sui juris, In Propria Persona*, and by

1 ***Special Limited Appearance.*** Kevin is a natural ***freeborn*** Sovereign and state
2 Citizen of California the republic in its **De'jure** capacity as one of the several states
3 of the Union 1789. This incidentally makes him a national of the republic as per the
4 **De'Jure Constitution for the United States 1777/1789.**

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

16 **I. Constitutional Basis:**

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

20 Claimants/Plaintiffs respectfully assert and affirm:

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

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

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

23 II. Supremacy Clause

24 Claimants/Plaintiffs respectfully assert and affirm that:

- 25 • **The Supremacy Clause** of the Constitution of the United States (Article VI,
26 Clause 2) establishes that **the Constitution**, federal laws made pursuant to
27 it, and treaties made under its authority, constitute the "supreme Law of the
28 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.**

III. DESCRIPTION OF AFFECTED PRIVATE TRUST PROPERTY

This action affects title to the private Trust property (herein referred to as “private property” and/or “subject property”) situated in the county of Riverside, California, commonly described as a ‘31990 Pasos Place, Temecula, California,’ and described as follows: Lot 5 of Tract No. 23209, in the City of Temecula, California, County of Riverside, on file in Book 320, Pages 79 through 97 records of Riverside County, California,’ hereinafter referred to as the “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 #2024385925-4 and #2024385935-1, and UCC3 filing and NOTICE #2024402433-7 and 2024411182-7, all Filed in the Office of Secretary of State State Of Nevada. Attached hereto as **Exhibits A, B, C, and D** respectively, and incorporated herein by reference.

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

IV. STANDING

1. Claimants/Plaintiffs are **undisputedly** the Real Party(ies) in Interest, holder(s) in due course, Creditor(s), and hold allodial title to **any and all** assets, registered or unregistered, tangible or intangible, in accordance with contract law, principles, **common law, exclusive equity**, the right to equitable subrogation, and the U.C.C. (Uniform Commercial Code). This is further evidenced by the following UCC filings, all duly filed in the Office of the Secretary of State, State of Nevada: **UCC1 filing #2024385925-4 and #2024385935-1, and UCC3 filing #2024402433-7 and 2024411182-7** (Exhibits A, B, C, and D), and in accordance with UCC §§ 3-302, 9-105, and 9-509.
2. **Claimants'/Plaintiffs' standing** is further affirmed and **evidenced** by the GRANT DEED recorded in Official Records County of Riverside, DOC #2024-0291980, APN: 957-570-005, File No.: 37238 KH, where the private trust property is titled to '**WG Private Irrevocable Trust, dated Febraury 7, 2022**'. A copy of said 'GRANT DEED,' is attached hereto as **Exhibit E** and incorporated herein by reference.
3. Claimants/Plaintiffs maintain **exclusive and sole standing** in relation to said assets and their interests, as duly recorded and affirmed by these filing.
4. Claimants/Plaintiffs alone possess(es) **exclusive equity**.
5. You/Respondent(s)/Defendant(s) do **NOT** have **any** valid interest or standing.
6. You/Respondent(s)/Defendant(s) do **NOT** have a valid claim to the '**Property**' (31990 Pasos Place, Temecula, California,' and described as follows: Lot 5 of Tract No. 23209, in the City of Temecula, California, County of Riverside, on file in Book 320, Pages 79 through 97 records of Riverside County, California), or any of the respective Assets, registered and unregistered, tangible and intangible.

7. You/Respondent(s)/Defendant(s) do **NOT** possess any valid interest or standing concerning DEED OF TRUST #000+1365377+24+1+1-15, or NOTE #000+1365377+9+1-3 DATED JULY 15, 2022.

V. ** Notice of Administrative Process **

This **VERIFIED** Affidavit, NOTICE, and SELF-EXECUTING CONTRACT SECURITY AGREEMENT concerns You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, and their blatant **bad faith** acts of fraud, theft, embezzlement, larceny, and fraudulent misapplication of funds and assets, forgery, and unauthorized use of identity, monopolization of trade and commerce, unfair business practices, deprivation of rights under the color of law, receiving extortion proceeds, false pretenses, extortion, racketeering, bank fraud, fraudulent transportation and transfer of stolen goods and securities, unlawful interference, intimidation, emotional distress, and injury and damage to Claimant(s)/Plaintiff(s) and/or Affiant.

As with any administrative process, You/Defendant(s)/Respondent(s), may controvert the statements and/or claims made by Affiants by executing and delivering a verified response point by point, in affidavit form, **sworn and attested to under penalty of perjury**, signed by You/Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, or other designated officer of the corporation with evidence in support by Certified, Express, or Registered Mail. **Answers by any other means are considered a non-response and will be treated as a non-response.**

VI. Some Relevant U.C.C. Sections and Application

1. U.C.C. § 1-308 – Reservation of Rights:

This section ensures that acceptance of an offer under duress or coercion does

not waive any rights or defenses. By invoking U.C.C. § 1-308, Claimant(s)/Plaintiff(s) asserts that any compliance with your offer is made with *explicit reservation of rights, preserving all legal remedies.*

2. U.C.C. § 2-204 – Formation in General:

This section establishes that a contract can be formed in any manner sufficient to show agreement, including conduct. By issuing the citation (an implied offer to contract), You/Dedendant(s)/Respondent(s), have initiated a contractual relationship, which has been conditionally accepted with new terms herein.

3. U.C.C. § 2-206 – Offer and Acceptance in Formation of Contract:

Under this section, an offer can be accepted in any reasonable manner. By conditionally accepting the citation and dispatching this notice via USPS Certified, Registered, and/or Express mail, Claimant(s)/Plaintiff(s) has/have created a binding contract agreement and obligation which You/Defendant(s)/Respondent(s) are contractually bound and obligated to.

4. U.C.C. § 2-202 – Final Written Expression:

This provision ensures that the terms of this conditional acceptance supplement the original terms of the citation. By including these conditions, the issuing authority is bound to provide proof of their validity, failing which the conditional acceptance will be expressly stipulated as the **final** agreement.

5. U.C.C. § 1-103 – Supplementary General Principles of Law Applicable:

This section allows common law principles to supplement the UCC. Under the doctrine of **equity and fair dealing**, failure to provide the requested proof constitutes bad faith and silent acquiescence, tacit agreement, and tacit procurement to all of the the **fact and terms stipulated** in this Affidavit Notice and Self-Executing Contract and Security Agreement.

VII. Legal and Procedural Basis

1. Mailbox/Postal Rule:

Under the mailbox rule, this notice of conditional acceptance is effective and

considered **accepted** by You/Defendant(s)/Respondent(s) upon dispatch via Registered Mail, and/or Express Mail, and/or Certified Mail. The agreement becomes binding when the notice is **sent**, **not** when received. This binds the issuing authority to the terms outlined in this notice unless rebutted within the specified timeframe.

2. Offer and Acceptance:

Your citation constitutes an offer under contract law. This notice self-executing Contract and Security Agreement conditionally accepts your contract OFFER and supplements its terms under U.C.C. § 2-202. Failure to fulfill the new and final terms and conditions within the specified **three (3) day** timeframe constitutes **silent acquiescence, tacit agreement, and tacit procurement**.

3. Consent to Service by Electronic and Postal Means:

By the doctrine of silent acquiescence and tacit agreement, You/Defendant(s)/Respondent(s) have consented to service of notices, pleadings, and communications via email, and/or USPS Registered Mail, Express Mail, or Certified Mail. Your failure to rebut or object to this service method within the specified timeframe constitutes unequivocal acceptance of service through these means.

VIII. Plain Statement of Facts

KNOW ALL MEN BY THESE PRESENT, that I, **Kevin: Walker**, proceeding *sui juris*, *In Propria Persona*, by *Special Limited Appearance*, a man upon the land, a follower of the Almighty Supreme Creator, first and foremost and the laws of man when they are not in conflict (Leviticus 18:3, 4) Pursuant to Matthew 5:33 – 37 and James 5:12, let my yea mean yea and my nay be nay, as supported by Federal Public Law 97-280, 96 Stat.1211, depose and say that I, **Kevin: Walker** over 18 years of age, being competent to testify and having **first hand knowledge** of the facts herein **declare (or certify, verify, affirm, or state)** under penalty of perjury under the laws of the **United**

1 **States of America** that the following is true and correct, to the best of my
2 understanding and belief, and in good faith:

3 1. I, Kevin: Walker *proceeding sui juris, In Propria Persona*, by *Special Limited*
4 *Appearance*, herby state again for the record that I explicitly reserve **all my**
5 **rights and waive absolutely none**. See U.C.C. § 1-308.

6 2. I, Kevin: Walker, *proceeding sui juris, In Propria Persona*, by *Special Limited*
7 *Appearance*, herby invoke *equity and fairness*.

8 3. Consistent with the **eternal tradition of natural common law**, unless I have
9 **harmed or violated someone or their property**, I have committed no crime; and
10 I am therefore **not** subject to any penalty. I act in accordance with the following
11 **U.S. Supreme Court case**: "The individual may stand upon his **constitutional**
12 **rights** as a citizen. He is entitled to carry on his **private** business in his own way.
13 **His power to contract is unlimited**. He owes no such duty [to submit his books
14 and papers for an examination] to the State, since he receives nothing therefrom,
15 beyond the protection of his life and property. His rights are such as existed by
16 the law of the land [Common Law] **long antecedent to the organization of the**
17 **State**, and can only be taken from him by due process of law, and in accordance
18 with the Constitution. Among his **rights** are a **refusal to incriminate himself**,
19 and the **immunity of himself and his property from arrest or seizure except**
20 **under a warrant of the law**. He owes nothing to the public so long as he does
21 not trespass upon their rights." **Hale v. Henkel**, 201 U.S. 43 at 47 (1905).

22 4. I reserve my **natural common law right not to be compelled to perform under**
23 **any contract that I did not enter into knowingly, voluntarily, and**
24 **intentionally**. And furthermore, I do **not** accept the liability associated with the
25 compelled and pretended "benefit" of any hidden or unrevealed contract or
26 commercial agreement. As such, the hidden or unrevealed contracts that
27 supposedly create obligations to perform, for persons of subject status, are
28 inapplicable to me, and are null and void. If I have participated in any of the

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

4 5. On **12/05/2022**, GRANT DEED, DOC #2022-0490841, APN: 957-570-005, File No.:
5 30291 KH, was recorded in Official Records County of Riverside. A copy of said
6 'GRANT DEED,' is attached hereto as **Exhibit F** and incorporated herein by
7 reference.

8 6. On **09/27/2024**, GRANT DEED, DOC #2024-0291980, APN: 957-570-005, File No.:
9 37238 KH, was recorded in Official Records County of Riverside, where the
10 private trust property is titled to '**WG Private Irrevocable Trust, dated Febraury**
11 **7, 2022**' (Exhibit E).

12 7. On **01/17/2025**, **fraudulent** 'TRUSTEE'S DEED UPON SALE' (DOC #
13 2025-0017386, APN: 957-570-005, TS# 176672) was filed and is therefore **void ab**
14 **initio**, as the individual executing the *purported* transfer or sale lacked legal or
15 lawful title and authority to do so. A copy of said **fraudulent** and **void ab initio**
16 'TRUSTEE'S DEED UPON SALE' is attached hereto as **Exhibit G** and
17 incorporated herein by reference

18 8. No lawful transfer or assignment of title has been executed or perfected since the
19 recording of Grant Deed No. [insert number].

20 9. Any deed, including but not limited to a Trustee's Deed of Sale, presently in the
21 possession of You/Respondent(s)/Defendant(s) constitutes a product of fraud
22 and is therefore null and void *ab initio*, having no legal force or effect.

23 10. **It remains undisputed that**, You/Defendant(s)/Respondent(s), Naji: Doumit,
24 Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ
25 PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY
26 LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive* do **NOT** have a valid
27 claim against Claimant(s)/Plaintiff(s).

28 //

11. You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, or who you represent **is/are** the **DEBTOR(s)** in this matter.

12. You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, or who you represent is **NOT** the CREDITOR, or an ASSIGNEE of the CREDITOR, in this matter.

13. Affiant and/or Claimant(s)/Plaintiff(s) **is/are NOT** the DEBTOR(s) in this matter.

14. You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, or who you represent are **NOT** the **Real Party in Interest** in this matter.

CONDITIONALLY ACCEPTED upon proof

15. All statements, claims, offer, terms presented in your **fraudulent, coercive, extortionate**, OFFER titled '3/90 DAY NOTICE TO QUIT' (Exhibit H) is **CONDITIONALLY ACCEPTED** upon proof of the following from You/Defendant(s)/Respondent(s):

1. **Upon Proof from You/Defendant(s)/Respondent(s)** that GRANT DEED, DOC #2022-0490841, APN: 957-570-005, File No.: 30291 KH, is **NOT** recorded in Official Records County of Riverside.
2. **Upon Proof from You/Defendant(s)/Respondent(s)** that GRANT DEED, DOC #2024-0291980, APN: 957-570-005, File No.: 37238 KH, is **NOT** recorded in Official Records County of Riverside.

3. Upon Proof from You/Defendant(s)/Respondent(s) that UCC1 Filing #2024385925-4 is NOT duly filed in the Office of the Secretary of State, State of Nevada.
4. Upon Proof from You/Defendant(s)/Respondent(s) that UCC1 Filing #2024385935-1 is NOT duly filed in the Office of the Secretary of State, State of Nevada.
5. Upon Proof from You/Defendant(s)/Respondent(s) that UCC3 Filing #2024402433-7 is NOT duly filed in the Office of the Secretary of State, State of Nevada.
6. Upon Proof from You/Defendant(s)/Respondent(s) that UCC3 Filing #2024411182-7 is NOT duly filed in the Office of the Secretary of State, State of Nevada.
7. Upon Proof from You/Defendant(s)/Respondent(s) that 'fraudulent 'TRUSTEE'S DEED UPON SALE' (DOC # 2025-0017386, APN: 957-570-005, TS# 176672 in your possession is NOT fraudulent and void *ab initio*.
8. Upon Proof from You/Defendant(s)/Respondent(s) demonstrating that it was NOT your duty to investigate and ascertain the true titleholder of the private trust property.
9. Upon Proof of claim from You/Defendant(s)/Respondent(s).

//

Executed "*without* the United States" in compliance with 28 USC § 1746.

FURTHER AFFIANT SAYETH NOT.

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

Plaintiffs 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

1 emphasize the need for a party to demonstrate legal **standing**. Fraudulent lending
2 practices, including violations of federal regulations, have led to dismissals with prejudice.
3 Corporate overreach by banks is curtailed through rulings that prohibit lending credit and
4 ultra vires contracts. Evidentiary standards stress the **sufficiency of affidavits** and the
5 duty of full and complete disclosure of information to prevent fraud. Contract principles
6 underscore the nullification of agreements lacking proper consideration,.

7 **A. Jurisdiction and Standing in Court**

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

- 13 1. **Patton v. Diemer**, 35 Ohio St. 3d 68; 518 N.E.2d 941 (1988): "A judgment
14 rendered by a court lacking subject matter jurisdiction is **void ab initio**.
15 Consequently, the authority to vacate a void judgment is not derived from Ohio
16 R. Civ. P. 60(B), but rather constitutes an inherent power possessed by Ohio
17 courts. I see no evidence to the contrary that this would apply to ALL courts."
- 18 2. **Lebanon Correctional Institution v. Court of Common Pleas**, 35 Ohio St.2d 176
19 (1973): "A party lacks **standing** to invoke the jurisdiction of a court unless he
20 has, in an individual or a representative capacity, some **real interest** in the
21 subject matter of the action."
- 22 3. **Wells Fargo Bank v. Byrd**, 178 Ohio App.3d 285, 2008-Ohio-4603, 897 N.E.2d
23 722 (2008): "If plaintiff has offered no evidence that it owned the note and
24 mortgage when the complaint was filed, it would not be entitled to judgment as
25 a matter of law."
- 26 4. **Indymac Bank v. Boyd**, 880 N.Y.S.2d 224 (2009): "To establish a prima facie case in an
27 action to foreclose a mortgage, the plaintiff must establish the existence of the mortgage
28 and the mortgage note. It is the law's policy to allow only an aggrieved person to bring

1 a lawsuit . . . A want of 'standing to sue,' in other words, is just another way of saying
2 that this particular plaintiff is not involved in a genuine controversy, and a simple
3 syllogism takes us from there to a 'jurisdictional' dismissal."

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

7 **B. Fraud and Misrepresentation in Mortgage Cases**

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

- 11 • **Wells Fargo, Litton Loan v. Farmer**, 867 N.Y.S.2d 21 (2008): "Wells Fargo does
12 not own the mortgage loan... Therefore, the matter is dismissed with
13 prejudice."
- 14 • **Wells Fargo v. Reyes**, 867 N.Y.S.2d 21 (2008): "Dismissed with prejudice,
15 Fraud on Court & Sanctions. Wells Fargo never owned the Mortgage."
- 16 • **Deutsche Bank v. Peabody**, 866 N.Y.S.2d 91 (2008): "EquiFirst, when making
17 the loan, violated Regulation Z of the Federal Truth in Lending Act 15 USC
18 §1601 and the Fair Debt Collections Practices Act 15 USC §1692; 'intentionally
19 created fraud in the factum' and withheld from plaintiff 'vital information
20 concerning said debt and all of the matrix involved in making the loan.'"

21 **C. Corporate and Banking Overreach**

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

- 25 • **Zinc Carbonate Co. v. First National Bank**, 103 Wis. 125, 79 NW 229
26 (1899): "The doctrine of ultra vires is a most powerful weapon to private
27 corporations within their legitimate spheres and punish them for
28

violations of their corporate charters, and it probably is not invoked too often."

- **Howard & Foster Co. vs. Citizens National Bank**, 133 S.C. 202, 130 S.E. 758 (1926): "It has been settled beyond controversy that a national bank, under Federal law, being limited in its power and capacity, cannot lend its credit by nor guarantee the debt of another. All such contracts being entered into by its officers are ultra vires and not binding upon the corporation."
- **American Express Co. v. Citizens State Bank**, 181 Wis. 172, 194 NW 427 (1923): "Neither, as included in its powers not incidental to them, is it a part of a bank's business to lend its credit."

D. Procedural Requirements and Evidentiary Standards

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

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

E. Contract and Consideration Principles

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

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

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X. LEGAL STANDARDS, MAXIMS, AND PRECEDENT

In support of this Affidavit and Notice and Self-Executing Contract and Security Agreement Affiant cites the following established legal standards, legal maxims, precedent, and principles:

- 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.
- "The state **cannot diminish Rights of the people.**" — *Hurtado vs. California*, 110 US 516.
- "When enforcing mere statutes, judges of all courts do not act judicially (and thus are not protected by "qualified" or "limited immunity," - SEE: *Owen v. City*, 445 U.S. 662; *Bothke v. Terry*, 713 F2d 1404) - - "but merely act as an extension as an agent for the involved agency – but only in a "ministerial" and not a "discretionary capacity..." *Thompson v. Smith*, 154 S.E. 579, 583; *Keller v. P.E.*, 261 US 428; *F.R.C. v. G.E.*, 281, U.S. 464.
- "Public officials are not immune from suit when they transcend their lawful authority by invading constitutional rights." — *AFLCIO v. Woodward*, 406 F2d 137 t.
- "Immunity **fosters neglect and breeds irresponsibility** while liability promotes care and caution, which caution and care is owed by the government to its people." (Civil Rights) **Rabon vs Rowen Memorial Hospital, Inc.** 269 N.S. 1, 13, 152 SE 1 d 485, 493.

- 1 • "Judges not only can be sued over their official acts, but could be held **liable for**
2 **injunctive and declaratory relief and attorney's fees.**" **Lezama v. Justice Court,**
3 **A025829.**
- 4 • "Ignorance of the law does not excuse misconduct in anyone, least of all in a
5 sworn officer of the law." **In re McCowan** (1917), 177 C. 93, 170 P. 1100.
- 6 • "All are presumed to know the law." **San Francisco Gas Co. v. Brickwedel**
7 (1882), 62 C. 641; **Dore v. Southern Pacific Co.** (1912), 163 C. 182, 124 P. 817;
8 **People v. Flanagan** (1924), 65 C.A. 268, 223 P. 1014; **Lincoln v. Superior Court**
9 (1928), 95 C.A. 35, 271 P. 1107; **San Francisco Realty Co. v. Linnard** (1929), 98
10 C.A. 33, 276 P. 368.
- 11 • "It is one of the fundamental maxims of the common law that ignorance of the
12 law excuses no one." **Daniels v. Dean** (1905), 2 C.A. 421, 84 P. 332.
- 13 • "the people, not the States, are sovereign." — **Chisholm v. Georgia**, 2 Dall. 419, 2
14 U.S. 419, 1 L.Ed. 440 (1793).
- 15 • **ALL ARE EQUAL UNDER THE LAW.** — "No one is above the law".
- 16 • **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE**
17 **EXPRESSED.** — "To lie is to go against the mind."
- 18 • **IN COMMERCE TRUTH IS SOVEREIGN.** — Truth is sovereign — and the
19 Sovereign tells only the truth.
- 20 • **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.**
- 21 • **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.** —
22 "He who does not deny, admits."
- 23 • **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN**
24 **COMMERCE.** — "There is nothing left to resolve.
- 25 • **WORKMAN IS WORTHY OF HIS HIRE.** — "It is against equity for
26 freemen not to have the free disposal of their own property."
- 27 • **HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.**
28 — "He who does not repel a wrong when he can occasions it."

XI. RESPONSE DEADLINE: REQUIRED WITHIN THREE (3) DAYS:

A response and/or compensation and/or restitution payment must be received within a deadline of **three (3) days**. At the "**Deadline**" is defined as 5:00 p.m. on the third (3rd) day after your receipt of this affidavit. "**Failure to respond**" is defined as a blank denial, unsupported denial, inapposite denial, such as, "not applicable" or equivalent, statements of counsel and other declarations by third parties that lack first-hand knowledge of the facts, and/or responses lacking verification, all such responses being legally insufficient to controvert the verified statements herewith. See *Sieb's Hatcheries, Inc* and *Beasley, Supra*. Failure to respond can result in **your acceptance of personal liability** external to qualified immunity and waiver of any decision rights of remedy.

XII. FAILURE TO RESPOND AND/OR PERFORM, REMEDY, AND SETTLEMENT

If You/Defendant(s)/Respondent(s) fail to respond and perform **within three (3) days** of receiving this Affidavit Notice and Self- Executing Contract and Security Agreement and **CONDITIONAL ACCEPTANCE**, with **verified evidence** of the above accompanied by an affidavit, **sworn under the penalty of perjury**, as **required by law**, You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, You/Defendant(s)/Respondent(s) ***individually and collectively*** fully agree that you must **act in good faith** and accordance with the Law, cease all conspiracy, fraud, identity theft, embezzlement, deprivation under the color of law, extortion, embezzlement, bank fraud, harassment, conspiracy to deprive, and other violations of the law, **and** pay the below mentioned **Five Hundred Thousand Dollar (\$500,000.00)** Restitution and Settlement payment, including costs and fees associated with handling these matters, and the unauthorized use of the KEVIN WALKER and DONNABELLE

MORTEL Copyright and Trademark. Also, if applicable, releasing all **special deposit funds, currency**, and/or Credits due to Affiant and/or Complainant(s)/Plaintiff(s).

Furthermore, You/Defendant(s)/Respondent(s) must Record a 'QUITCLAIM DEED' transferring any purported interest to Claimant(s)/Plaintiff(s) and/or tender a 'Rescission of Trustee's Deed of Sale'.

XIII. Five Hundred Thousand (\$500,000.00 USD) Restitution Settlement Payment REQUIRED

Furthermore, if You/Defendant(s)/Respondent(s) fail to respond and perform **within three (3) days** from the date of receipt of this communication by providing **verified evidence and proof** of the facts and conditions set forth herein, accompanied by **affidavits sworn under penalty of perjury as required by law**, You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, hereby agree that, within three (3) days of receipt of this contract offer, You/Defendant(s)/Respondent(s) shall issue restitution payment in the total sum certain of **Five Hundred Thousand U.S. Dollars (\$500,000.00 USD)**, which shall become **immediately** due and payable to Claimant(s)/Plaintiff(s).

XIV. One Hundred Million Dollar (\$100,000,000.00 USD) Default Judgement and Lien

If You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, fail to respond and perform **within three (3) days** from the date of receipt of this communication, as **contractually required**, You/Defendant(s)/Respondent(s) hereby individually and collectively, fully agree, that the entire amount evidenced and itemized in Invoice

#MIRINAJDISHONOR25, totaling **One Hundred Million dollars (\$100,000,000.00)**, shall become **immediately** due and payable in full.

Furthermore, if You/Respondent(s)/Defendant(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive* fail to respond and perform **within three (3) days** from the date of receipt of this communication, You/Defendant(s)/Respondent(s), **individually and collectively**, **admit the statements and claims by TACIT PROCURATION**, and completely agree that you/they individually and collectively are guilty of **fraud, theft, embezzlement, larceny, and fraudulent misapplication of funds and assets, forgery, and unauthorized use of identity, monopolization of trade and commerce, unfair business practices, deprivation of rights under the color of law, receiving extortion proceeds, false pretenses, extortion, racketeering, bank fraud, fraudulent transportation and transfer of stolen goods and securities, unlawful interference, intimidation, emotional distress, willful violation of public policy and the Constitution, injury and damage to Affiant.**

XV. JUDGEMENT AND COMMERCIAL LIEN AUTHORIZATION

Moreover, if You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, fail to respond **within three (3) days** from the date of receipt of this communication, you/they **individually and collectively**, fully and unequivocally Decree, Accept, **fully Authorize** (in accord with UCC section 9), indorse, support, and advocate for a **judgement**, and/or **SUMMARY JUDGEMENT**, and/or **commercial lien of One Hundred Million Dollars (\$100,000,000.00)** against You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee:

O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, in favor of, Claimant(s)/Plaintiff(s), and/or their lawfully designated ASSIGNEE(S).

Finally, If You/Respondent(s)/Defendant(s), fail to respond within three (3) days from the date of receipt of this communication, You/Defendant(s)/Respondent(s) *individually and collectively*, **EXPRESSLY, FULLY, and unequivocally Authorize, indorse, support and advocate for** Claimant(s)/Plaintiff(s), and/or their lawfully designated ASSIGNEE(S) to formally notify the Department of Treasury, and Internal Revenue Service, and the respective Congress Representative, U.S. Attorney General, and/or any person, individual, legal fiction, and/or person, or *ens legis* Affiant deems necessary, including but not limited to submitting the requisite form(s) 1099-A, 1099-OID, 1099-C, 1096, 1040, 1041, 1041-V, 1040-V, 3949-A, with the **One Hundred Million Dollars (\$100,000,000.00 USD)** as the income to You/Defendant(s)/Respondent(s) and lost revenue and/or income to Affiant, and/or Claimant(s)/Plaintiff(s), and/or their lawfully designated ASSIGNEE(S).

XVI. SUMMARY JUDGEMENT, U.C.C. 3-505 PRESUMED DISHONOR

Said income is to be assessed and claimed as income by/to You/Defendant(s)/Respondent(s), and/or by **filing a lawsuit** followed by a DEMAND or similar for **SUMMARY JUDGEMENT** as **a matter of law**, in accordance with **California Code of Civil Procedure § 437c(c)** and **Federal Rule of Civil Procedure 56(a)**, and/or executing an Affidavit Certificate of Non-Response, Dishonor, Judgement, and **Lien Authorization**, in accordance with **U.C.C. § 3-505**, and/or issue an ORDER TO PAY or BILL OF EXCHANGE to the U.S. Treasury and IRS, said sum certain of **One Hundred Million (\$100,000,000.00)**, for **immediate credit** to Affiant, and/or Claimant(s)/Plaintiff(s), and/or their lawfully designated ASSIGNEE(S), with this Self-Executing Contract and Security Agreement servings as *prima facie* evidence of You/Respondent(s)/Defendant(s)'s **Verified INDEBTEDNESS** to Affiant, and/or Claimant(s)/Plaintiff(s), and/or their lawfully designated ASSIGNEE(S).

Should it be deemed necessary, the Claimant(s)/Plaintiff(s) are fully Authorized (in accord with U.C.C § 9-509) to file a UCC commercial LIEN and/or UCC1 Financing Statement to perfect interest and/or secure full satisfaction of the adjudged sum of One Hundred Million Dollars (\$100,000,000.00).

XVII. ESTOPPEL BY ACQUIESCENCE:

If the addressee(s) or an intended recipient of this notice fail to respond addressing each point, on a point by point basis, they individually and collectively accept all of the statements, declaration, stipulations, facts, and claims as TRUTH and fact by TACIT PROCURATION, all issues are deemed settled *RES JUDICATA*, *STARE DECISIS* and by *COLLATERAL ESTOPPEL*. You may not argue, controvert, or otherwise protest the finality of the administrative findings in any subsequent process, whether administrative or judicial. (See Black's Law Dictionary 6th Ed. for any terms you do not "*understand*").

Your failure to completely answer and respond will result in your agreeing not to argue, controvert or otherwise protest the finality of the administrative findings in any process, whether administrative or judicial, as certified by Notary or Witness Acceptor in an Affidavit Certificate of Non Response and/or Judgement, or similar.

Should YOU fail to respond, provide partial, unsworn, or incomplete answers, such are not acceptable to me or to any court of law. See, *Sieb's Hatcheries, Inc. v. Lindley*, 13 F.R.D. 113 (1952), "Defendant(s) made no request for an extension of time in which to answer the request for admission of facts and filed only an unsworn response within the time permitted," thus, under the specific provisions of Ark. and Fed. R. Civ. P. 36, the facts in question were deemed admitted as true. Failure to answer is well established in the court. *Beasley v. U. S.*, 81 F. Supp. 518 (1948), "I, therefore, hold that the requests will be considered as having been admitted." Also as previously referenced, "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).

//

Invoice #MIRINAJDISHONOR25

INVOICE and/or TRUE BILL

Dear Valued Defendant(s), Respondent(s), Customer(s), Fiduciary(ies), Agent(s), and/or DEBTOR(S):

It has come to OUR attention that you are deemed guilty of multiple felony crimes, violations of U.S. Code, U.C.C, the Constitution, and the law. You have or currently still are threatening, extorting, depriving, coercing, damaging, injuring, and causing irreparable physical, mental, emotional, and financial harm to Claimants/Plaintiffs, TMKEVIN WALKER© ESTATE, TMDONNABELLE MORTEL© ESTATE, and its/their beneficiary(ies), and their Fiduciary(ies), Trustee(s), Executor(s), Agent(s), and Representatives. You remain in default, dishonor, and have an outstanding past due balance due immediately, to wit:

1.	18 U.S. Code § 1341 - Frauds and swindle :	<u>\$1,000,000.00</u>
2.	18 U.S. Code § 4 - Misprision of felony	<u>\$1,000,000.00</u>
3.	Professional and personal fees and costs associated with preparing documents for this matter:	\$1,000,000.00
4.	15 U.S. Code § 2 - Monopolizing trade a felony; penalty:	\$1,000,000.00
5.	18 U.S. Code § 241 - Conspiracy against rights:	\$1,000,000.00
6.	18 U.S. Code § 242 - Deprivation of rights under color of law:	\$1,000,000.00
7.	18 U.S. Code § 1344 - Bank fraud: (fine and/or up to 30 years imprisonment)	\$1,000,000.00
8.	15 U.S. Code § 1122 - Liability of United States and States, and instrumentalities and officials thereof:	pending
9.	15 U.S. Code § 1 - Trusts, etc., in restraint of trade illegal; penalty (fine and/or up to 10 years imprisonment):	\$1,000,000.00
10.	18 U.S. Code § 1951 - Interference with commerce by threats or violence (fine and/or up to 20 years imprisonment):	\$30,000,000.00
11.	Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and internationally protected persons:	\$1,000,000.00
12.	18 U.S. Code § 878 - Threats and extortion against foreign officials, official guests, or internationally protected persons (fine and/or up to 20 years imprisonment):	\$1,000,000.00
13.	18 U.S. Code § 880 - Receiving the proceeds of extortion (fine and/or up to 3 years imprisonment):	\$10,000,000.00
15.	Fraud, conspiracy, obstruction, identity theft, extortion, bad faith actions, treason, monopolization of trade and commerce, bank fraud, threats, coercion, identity theft, mental trauma, emotional anguish and trauma. embezzlement, larceny, felony crimes, loss of time and thus enjoyable life, deprivation of rights under the color of law harassment, Waring against the Constitution, injury and damage:	\$50,000,000.00

Total Due: \$100,000,000.00 USD
Good Faith Discount: \$99,500,000.00 USD
Total Due by 02/12/2025: \$500,000.00 USD
Total Due after 02/12/2025: \$100,000,000.00 USD

EXHIBITS/ATTACHMENTS:

1. **Exhibit A:** UCC1 filing #2024385925-4.
2. **Exhibit B:** UCC1 filing #2024385935-1.
3. **Exhibit C:** UCC3 filing and NOTICE #2024402433-7.
4. **Exhibit D:** UCC3 filing and NOTICE #2024411182-7.
5. **Exhibit E:** GRANT DEED recorded in Official Records County of Riverside, DOC #2024-0291980, APN: 957-570-005, File No.: 37238 KH, where the private trust property is titled to 'WG Private Irrevocable Trust, dated Febraury 7, 2022'
6. **Exhibit F:** GRANT DEED, DOC #2022-0490841, APN: 957-570-005, File No.: 30291 KH, recorded in Official Records County of Riverside.
7. **Exhibit G:** fraudulent 'TRUSTEE'S DEED UPON SALE' (DOC # 2025-0017386, APN: 957-570-005, TS# 176672) was filed and is therefore **void ab initio**
8. **Exhibit H:** OFFER titled '3/90 DAY NOTICE TO QUIT'
9. **Exhibit I:** 'Affidavit: Power of Attorney In Fact'
10. **Exhibit J:** Trademark and Copyright Contract Agreement for TMKEVIN WALKER©.
11. **Exhibit K:** Trademark and Copyright Contract Agreement for TMDONNABELLE MORTEL©.

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WORDS DEFINED GLOSSARY OF TERMS:

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

1. **Attorney:** Strictly, one who is designated to transact business for another; a legal agent. — Also termed attorney-in-fact; private attorney. 2. A person who practices law; LAWYER. Also termed (in sense 2) attorney-at-law; public attorney. A person who is appointed by another and has authority to act on behalf of another. *See also* POWER OF ATTORNEY. *See, Black's Law Dictionary*

1 8th Edition, pages 392-393, Oxford Dictionary or Law, 5th Edition, page 38,
2 American Bar Association's website.

3 2. **Attorney-in-fact:** A private attorney authorized by another to act in his place
4 and stead, either for some particular purpose, as to do a particular act, or for the
5 transaction of business in general, not of a legal character. This authority is
6 conferred by an instrument in writing, called a "letter of attorney," or more
7 commonly a "power of attorney." A person to whom the authority of another,
8 who is called the constituent, is by him lawfully delegated. The term is
9 employed to designate persons who are under special agency, or a special letter
10 of attorney, so that they are appointed in *factum*, for the deed, or special act to
11 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. Bacon,
13 Abr. Attorney; Story, Ag. § 25. All persons who are capable of acting for
14 themselves, and even those who are disqualified from acting in their own
15 capacity, if they have sufficient understanding, as infants of proper age, and
16 *femes coverts*, may act as attorney of other. The person named in a power of
17 attorney to act on your behalf is commonly referred to as your "agent" or
18 "attorney-in-fact." With a valid power of attorney, your agent can take any
19 action permitted in the document. — See Bouvier's Law Dictionary, volumes
20 1, 2, and 3, page 282, Blacks Law Dictionary 1, 2nd, 8th, pages 105, 103, and 392
21 respectively, and the American Bar Association's website on 'Power of
22 Attorney' and 'Attorney-In-Fact'

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

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

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

5. **person:** Term may include artificial beings, as corporations. The term means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government, governmental subdivision, agency, or instrumentality, public corporation, or any other legal or commercial entity. The term "person" shall be construed to mean and include an individual, a trust, estate, partnership, association, company or corporation. **The term "person" means a natural person or an organization. -Artificial persons.** Such as are created and devised by law for the purposes of society and government, called "corporations" or bodies politic." **-Natural persons.** Such as are formed by nature, as distinguished from artificial persons, or corporations. **-Private person.** An individual who is not the incumbent of an office. Persons are divided by law into natural and **artificial.** Natural persons are such as the God of nature formed us; **artificial** are such as are created and devised

by **human laws**, for the purposes of society and government, which are called "corporations" or "bodies politic." — See Uniform Commercial Code (UCC) § 1-201, Black's Law Dictionary 1st, 2nd, and 4th edition pages 892, 895, and 1299, respectively, 27 Code of Federal Regulations (CFR) § 72.11 - Meaning of terms, and 26 United States Code (U.S. Code) § 7701 - Definitions.

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

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

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

or In goods, for his acceptance, by which the debt is discharged. See Blacks Law Dictionary 1st, 2nd, and 3rd edition, pages 880, 883, and 1339 respectively.

9. **payment:** The performance of a duty, promise, or obligation, or discharge of a debt or liability. by the delivery of money or other value. Also the money or thing so delivered. Performance of an obligation by the delivery of money or some other valuable thing accepted in partial or full discharge of the obligation. [Cases: Payment 1. C.J.S. Payment § 2.] 2. The money or other valuable thing so delivered in satisfaction of an obligation. See Blacks Law Dictionary 1st and 8th edition, pages 880-811 and 3576-3577, respectively.

10. **may:** An auxiliary verb qualifying the meaning of another verb by expressing ability, competency, liberty, permission, probability or contingency. — Regardless of the instrument, however, whether constitution, statute, deed, contract or whatnot, courts not infrequently construe "may" as "shall" or "must".— See Black's Law Dictionary, 4th Edition page 1131.

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

12. **national:** "foreign government", "foreign official", "internationally protected person", "international organization", "national of the United States", "official guest," and/or "non-citizen national." They all have the same meaning. See Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and internationally protected persons.

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

//

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 February 10, 2025, I served the within documents:

- 1. NOTICE OF CONDITIONAL ACCEPTANCE AND NOTICE OF CLAIM, FRAUD, EXTORTION, COERCION, SLANDER OF TITLE, RACKETEERING, CONSPIRACY, DEED AND TITLE FRAUD, INJURY AND DAMAGE.**

- Exhibit E-

Self-Executing Contract Security Agreement — Express Mail #EI988807156US — Dated: 02/08/2025

2. **Exhibit A through K.**

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.

Bary Lee O'Connor
C/o BARRY LEE O'CONNOR
3691 Adams Street
Riverside, California [92504]
Express Mail #EI988807156US

Naji Doumit, Mary Doumit
C/o NAJI DOUMIT, MIRAJ PROPERTIES LLC
1130 South Tamarisk Drive
Anaheim, California [92807]
Registered Mail #RF775821012US

On February 8, 2025, I served the within documents 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.

Bary Lee O'Connor
C/o BARRY LEE O'CONNOR
3691 Adams Street
Riverside, California [92504]
udlaw2@aol.com

Naji Doumit, Mary Doumit
C/o NAJI DOUMIT, MIRAJ PROPERTIES LLC
1130 South Tamarisk Drive
Anaheim, California [92807]
louisatoui3@yahoo.com
udlaw2@aol.com

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on February 8, 2025 in Riverside County, California.

/s/Corey Walker/
Corey Walker

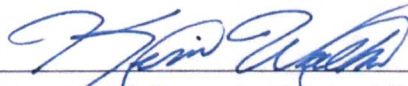
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COMMERCIAL OATH AND VERIFICATION:

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

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

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

By: 
Kevin Walker, Authorized Representative,
Attorney-In-Fact, Secured Party, Executor, national, private bank(er)

//

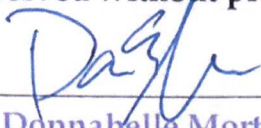
COMMERCIAL OATH AND VERIFICATION:

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

I, DONNABELLE MORTEL, under my unlimited liability and Commercial Oath proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and not misleading to the best of Affiant's knowledge and belief under penalty of International Commercial Law and state this to be HIS

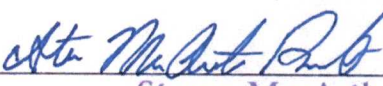
1 Affidavit of Truth regarding same signed and sealed this 8TH day of FEBRUARY in
2 the year of Our Lord two thousand and twenty five:

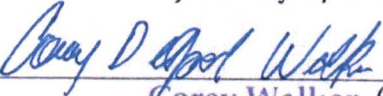
3 proceeding sui juris, In Propria Persona, by *Special Limited Appearance*,
4 **All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.**

5 By: 
6 **Donnabelle Mortel**, *Authorized Representative,*
7 *Attorney-In-Fact, Secured Party, Executor, national, private bank(er)*

8 //

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

14 Sui juris, By *Special Limited Appearance*,
15 By: 
16 **Steven MacArthur-Brooks** (WITNESS)

17 Sui juris, By *Special Limited Appearance*,
18 By: 
19 **Corey Walker** (WITNESS)

20 //

21 //

22 //

23 //

24 //

25 **NOTICE:**

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

ACKNOWLEDGEMENT:

State of California)
) ss.
County of Riverside)

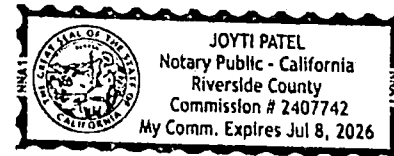
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 8th day of February, 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)



-Exhibit H-

From Claimants/Plaintiffs: Kevin: Walker, *sui juris, In Propria Persona*.
Executor, Authorized Representative, Secured Party, Master Beneficiary.

™KEVIN WALKER© ESTATE, ™DONNABELLE MORTEL© ESTATE,
™KEVIN WALKER© IRR TRUST, ™WG EXPRESS TRUST©

c/o 31990 Pasos Place
Temecula, California [92591]
non-domestic *without* the United States
team@walkernovagroup.com

*** NOTICE TO AGENT IS NOTICE TO PRINCIPAL ***
*** NOTICE TO PRINCIPAL IS NOTICE TO AGENT ***

*** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT ***

To/Defendant(s)/Respondent(s): Barry-Lee: O'Connor
C/o BARRY LEE O'CONNOR
3691 Adams Street
Riverside, California [92504]
Registered Mail #RF775822865US

To/Defendant(s)/Respondent(s): Naji Doumit and Mary Doumit
C/o NAJI DOUMIT, MARINAJ PROPERTIES LLC
1130 South Tamarisk Drive
Anaheim, California [92807]
Registered Mail #RF775822874US

RE: Title and Ownership of: 31990 Pasos Place, Temecula, California

AFFIDAVIT and Plain Statement of Facts

**NOTICE OF DEFAULT AND NOTICE OF CLAIM, FRAUD, EXTORTION, COERCION, SLANDER OF
TITLE, RACKETEERING, CONSPIRACY, DEED AND TITLE FRAUD, INJURY AND DAMAGE**

Kevin: Walker, ™KEVIN WALKER©
ESTATE, ™DONNABELLE
MORTEL© ESTATE, ™KEVIN
WALKER© IRR TRUST, ™WG
EXPRESS TRUST©,

Claimant(s)/Plaintiff(s),

vs.

**Naji: Doumit, Mary: Doumit, Daniel:
Doumit, Barry-Lee: O'Connor, NAJI
DOUMIT, MARY DOUMIT, DANIEL
DOUMIT, MARINAJ PROPERTIES
LLC, FOCUS ESTATES INC, BARRY
LEE O'CONNOR, BARRY LEE
O'CONNOR & ASSOCIATES, Does
1-100 Inclusive,**

Defendant(s)/Respondent(s).

CASE NO.:

1. NOTICE OF **DEFAULT**
2. **FRAUD**
3. **THEFT, EMBEZZLEMENT, AND FRAUDULENT
MISAPPLICATION OF FUNDS AND ASSETS**
4. **FRAUD, FORGERY, AND UNAUTHORIZED USE
OF IDENTITY**
5. **MONOPOLIZATION OF TRADE AND
COMMERCE, AND UNFAIR BUSINESS
PRACTICES**
6. **DEPRIVATION OF RIGHTS UNDER COLOR OF
LAW**
7. **RECEIVING EXTORTION PROCEEDS**
8. **FALSE PRETENSES AND FRAUD**
9. **EXTORTION**
10. **RACKETEERING**
11. **BANK FRAUD**
12. **FRAUDULENT TRANSPORTATION AND
TRANSFER OF STOLEN GOODS AND
SECURITIES**
13. **UNLAWFUL INTERFERENCE, INTIMIDATION,
EXTORTION, AND EMOTIONAL DISTRESS**
14. **CONSIDERED AND STIPULATED ONE
HUNDRED MILLION DOLLAR (\$100,000,000.00)
JUDGEMENT AND LIEN.**

COMES NOW, Plaintiffs ™KEVIN WALKER© ESTATE, ™DONNABELLE
MORTEL© ESTATE, ™KEVIN WALKER© IRR TRUST, ™WG EXPRESS TRUST©
(hereinafter "Claimants" and/or "Plaintiffs"), by and through their Attorney-in-
Fact, **Kevin: Walker** who is proceeding *sui juris, In Propria Persona*, and by
Special Limited Appearance. Kevin is a **natural freeborn Sovereign** and state

1 Citizen of California **the republic** in its **De'jure** capacity as one of the several states
2 of the Union 1789. This incidentally makes him a **national** of the republic as per the
3 **De'Jure Constitution for the United States 1777/1789**.

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

15 **I. Constitutional Basis:**

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

19 Claimants/Plaintiffs respectfully assert and affirm:

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

II. Supremacy Clause

Claimants/Plaintiffs 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

1 supreme law. However, federal statutes and treaties must be within the
2 parameters of the Constitution; **that is, they must be pursuant to the federal**
3 **government's enumerated powers, and not violate other constitutional**
4 **limits on federal power ...** As a constitutional provision identifying the
5 supremacy of federal law, the Supremacy Clause assumes the underlying
6 priority of federal authority, **albeit only when that authority is expressed in**
7 **the Constitution itself; no matter what the federal or state governments**
8 **might wish to do, they must stay within the boundaries of the Constitution.**

9 **III. DESCRIPTION OF AFFECTED PRIVATE TRUST PROPERTY**

10 This action affects title to the private Trust property (herein referred to as
11 "private property" and/or "subject property") situated in the county of
12 Riverside, California, commonly described as a '31990 Pasos Place, Temecula,
13 California,' and described as follows: Lot 5 of Tract No. 23209, in the City of
14 Temecula, California, County of Riverside, on file in Book 320, Pages 79
15 through 97 records of Riverside County, California,' hereinafter referred to as
16 the "Property," and **all** bonds, securities, Federal Reserve Notes, assets,
17 tangible and intangible, registered and unregistered, and more particularly
18 described in the Authentic UCC1 filing and NOTICE #2024385925-4 and
19 **#2024385935-1, and UCC3 filing and NOTICE #2024402433-7 and**
20 **2024411182-7, all Filed in the Office of Secretary of State State Of Nevada.**
21 Attached hereto as **Exhibits A, B, C, and D** respectively, and incorporated
22 herein by reference.

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

IV. STANDING

1. Claimants/Plaintiffs are **undisputedly** the Real Party(ies) in Interest, holder(s) in due course, Creditor(s), and hold allodial title to **any and all** assets, registered or unregistered, tangible or intangible, in accordance with contract law, principles, **common law, exclusive equity**, the right to equitable subrogation, and the U.C.C. (Uniform Commercial Code). This is further evidenced by the following UCC filings, all duly filed in the Office of the Secretary of State, State of Nevada: **UCC1 filing #2024385925-4 and #2024385935-1, and UCC3 filing #2024402433-7 and 2024411182-7** (Exhibits A, B, C, and D), and in accordance with UCC §§ 3-302, 9-105, and 9-509.
2. **Claimants'/Plaintiffs' standing** is further affirmed and **evidenced** by the GRANT DEED recorded in Official Records County of Riverside, DOC #2024-0291980, APN: 957-570-005, File No.: 37238 KH, where the private trust property is titled to '**WG Private Irrevocable Trust, dated Febraury 7, 2022**'. A copy of said 'GRANT DEED,' is attached hereto as **Exhibit E** and incorporated herein by reference.
3. Claimants/Plaintiffs maintain **exclusive and sole standing** in relation to said assets and their interests, as duly recorded and affirmed by these filing.
4. Claimants/Plaintiffs alone possess(es) **exclusive equity**.
5. You/Respondent(s)/Defendant(s) do **NOT** have any valid interest or standing.
6. You/Respondent(s)/Defendant(s) do **NOT** have a valid claim to the '**Property**' (31990 Pasos Place, Temecula, California,' and described as follows: Lot 5 of Tract No. 23209, in the City of Temecula, California, County of Riverside, on file in Book 320, Pages 79 through 97 records of Riverside County, California), or any of the respective Assets, registered and unregistered, tangible and intangible.

7. You/Respondent(s)/Defendant(s) do **NOT** possess any valid interest or standing concerning DEED OF TRUST #000+1365377+24+1+1-15, or NOTE #000+1365377+9+1-3 DATED JULY 15, 2022.

V. ** Notice of Administrative Process **

This **VERIFIED** Affidavit, NOTICE, and SELF-EXECUTING CONTRACT SECURITY AGREEMENT concerns You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, and their blatant **bad faith** acts of fraud, theft, embezzlement, larceny, and fraudulent misapplication of funds and assets, forgery, and unauthorized use of identity, monopolization of trade and commerce, unfair business practices, deprivation of rights under the color of law, receiving extortion proceeds, false pretenses, extortion, racketeering, bank fraud, fraudulent transportation and transfer of stolen goods and securities, unlawful interference, intimidation, emotional distress, and injury and damage to Claimant(s)/Plaintiff(s) and/or Affiant.

As with any administrative process, You/Defendant(s)/Respondent(s), may controvert the statements and/or claims made by Affiants by executing and delivering a verified response point by point, in affidavit form, **sworn and attested to under penalty of perjury**, signed by You/Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, or other designated officer of the corporation with evidence in support by Certified, Express, or Registered Mail. **Answers by any other means are considered a non-response and will be treated as a non-response.**

VI. NOTICE OF DEFAULT

This notice serves as formal NOTICE OF DEFAULT, concerning the OFFER and CONTRACT titled, **'3/90 DAY NOTICE TO QUIT' (Exhibit H)**. This communication

1 shall serve as a formal **NOTICE OF DEFAULT** of the aforementioned coerced and
2 extorted offer, which was conditionally accepted contingent upon proof of the
3 conditions set forth herein, governed by the principles of contract law, legal
4 maxims, common law, and the **Uniform Commercial Code (UCC)**, including but
5 not limited to UCC §§ 1-103, 2-202, 2-204, 2-206, and the **mailbox/postal rule**.

6 The undersigned, Kevin: Walker, herein referred to as Affiant. Affiant is
7 the Agent, Attorney-In-Fact, **holder in due course**, and **Secured Party** and
8 Creditor of and for Claimant(s)/Plaintiff(s). Affiant hereby states that he is of
9 legal age and competent to state on belief and first hand personal knowledge
10 that the facts set forth herein as duly noted below are true, correct, complete,
11 and presented in **good faith**, regarding the **coerced and extorted** commercial
12 contract OFFER and CONTRACT titled, '3/90 DAY NOTICE TO
13 QUIT' (Exhibit H), pertaining to the **private trust property**.

14 **VII. Some Relevant U.C.C. Sections and Application**

15 **1. U.C.C. § 1-308 – Reservation of Rights:**

16 This section ensures that acceptance of an offer under duress or coercion does
17 not waive any rights or defenses. By invoking U.C.C. § 1-308, Claimant(s)/
18 Plaintiff(s) asserts that any compliance with your offer is made with *explicit*
19 *reservation of rights*, preserving **all legal remedies**.

20 **2. U.C.C. § 2-204 – Formation in General:**

21 This section establishes that a contract can be formed in any manner sufficient
22 to show agreement, including conduct. By issuing the citation (an implied offer
23 to contract), You/Dedenfant(s)/Respondent(s), have initiated a contractual
24 relationship, which has been conditionally accepted with **new terms herein**.

25 **3. U.C.C. § 2-206 – Offer and Acceptance in Formation of Contract:**

26 Under this section, an offer can be accepted in any reasonable manner. By
27 conditionally accepting the citation and dispatching this notice via USPS
28 Certified, Registered, and/or Express mail, Claimant(s)/Plaintiff(s) has/have

created a binding contract agreement and obligation which You/Defendant(s)/Respondent(s) are contractually bound and obligated to.

4. U.C.C. § 2-202 – Final Written Expression:

This provision ensures that the terms of this conditional acceptance supplement the original terms of the citation. By including these conditions, the issuing authority is bound to provide proof of their validity, failing which the conditional acceptance will be expressly stipulated as the **final** agreement.

5. U.C.C. § 1-103 – Supplementary General Principles of Law Applicable:

This section allows common law principles to supplement the UCC. Under the doctrine of **equity** and **fair dealing**, failure to provide the requested proof constitutes bad faith and silent acquiescence, tacit agreement, and tacit procuration to all of the the **fact and terms stipulated** in this Affidavit Notice and Self-Executing Contract and Security Agreement.

VIII. Legal and Procedural Basis

1. Mailbox/Postal Rule:

Under the mailbox rule, this notice of conditional acceptance is effective and considered **accepted** by You/Defendant(s)/Respondent(s) upon dispatch via Registered Mail, and/or Express Mail, and/or Certified Mail. The agreement becomes binding when the notice is **sent, not** when received. This binds the issuing authority to the terms outlined in this notice unless rebutted within the specified timeframe.

2. Offer and Acceptance:

Your citation constitutes an offer under contract law. This notice self-executing Contract and Security Agreement conditionally accepts your contract OFFER and supplements its terms under U.C.C. § 2-202. Failure to fulfill the new and final terms and conditions within the specified **three (3) day** timeframe constitutes **silent acquiescence, tacit agreement, and tacit procuration**.

3. Consent to Service by Electronic and Postal Means:

By the doctrine of silent acquiescence and tacit agreement, You/Defendant(s)/Respondent(s) have consented to service of notices, pleadings, and communications via email, and/or USPS Registered Mail, Express Mail, or Certified Mail. Your failure to rebut or object to this service method within the specified timeframe constitutes unequivocal acceptance of service through these means.

IX. Plain Statement of Facts

KNOW ALL MEN BY THESE PRESENT, that I, Kevin: Walker, proceeding *sui juris*, *In Propria Persona*, by *Special Limited Appearance*, a man upon the land, a follower of the Almighty Supreme Creator, first and foremost and the laws of man when they are not in conflict (Leviticus 18:3, 4) Pursuant to Matthew 5:33 – 37 and James 5:12, let my yea mean yea and my nay be nay, as supported by Federal Public Law 97-280, 96 Stat.1211, depose and say that I, Kevin: Walker over 18 years of age, being competent to testify and having **first hand knowledge** of the facts herein **declare (or certify, verify, affirm, or state)** under penalty of perjury under the laws of the **United States of America** that the following is true and correct, to the best of my understanding and belief, and in good faith:

1. I, Kevin: Walker *proceeding sui juris*, *In Propria Persona*, by *Special Limited Appearance*, herby state again for the record that I explicitly **reserve all my rights and waive absolutely none**. See U.C.C. § 1-308.
2. I, Kevin: Walker, *proceeding sui juris*, *In Propria Persona*, by *Special Limited Appearance*, herby invoke *equity and fairness*.
3. Consistent with the **eternal tradition of natural common law**, unless I have **harmed or violated someone or their property**, I have **committed no crime**; and I am therefore **not** subject to any penalty. I act in accordance with the following **U.S. Supreme Court case**: "The individual may stand upon his **constitutional rights** as a citizen. He is entitled to carry on his **private** business in his own way.

1 His power to contract is **unlimited**. He owes no such duty [to submit his books
2 and papers for an examination] to the State, since he receives nothing therefrom,
3 beyond the protection of his life and property. His rights are such as existed by
4 the law of the land [Common Law] **long antecedent to the organization of the**
5 **State**, and can only be taken from him by due process of law, and in accordance
6 with the Constitution. Among his **rights** are a **refusal to incriminate himself**,
7 and the **immunity of himself and his property from arrest or seizure except**
8 **under a warrant of the law**. He owes nothing to the public so long as he does
9 not trespass upon their rights." **Hale v. Henkel**, 201 U.S. 43 at 47 (1905).

10 4. **I reserve my natural common law right not to be compelled to perform**
11 **under any contract that I did not enter into knowingly, voluntarily, and**
12 **intentionally**. And furthermore, I do **not** accept the liability associated
13 with the compelled and pretended "benefit" of any hidden or unrevealed
14 contract or commercial agreement. As such, the hidden or unrevealed
15 contracts that supposedly create obligations to perform, for persons of
16 subject status, are inapplicable to me, and are null and void. If I have
17 participated in any of the supposed "benefits" associated with these hidden
18 contracts, I have done so under duress, for lack of any other practical
19 alternative. I may have received such "benefits" but I have not accepted
20 them in a manner that binds me to anything.

21 5. On **12/05/2022**, GRANT DEED, DOC #2022-0490841, APN: 957-570-005, File No.:
22 30291 KH, was recorded in Official Records County of Riverside. A copy of said
23 'GRANT DEED,' is attached hereto as **Exhibit F** and incorporated herein by
24 reference.

25 6. On **09/27/2024**, GRANT DEED, DOC #2024-0291980, APN: 957-570-005, File No.:
26 37238 KH, was recorded in Official Records County of Riverside, where the
27 private trust property is titled to '**WG Private Irrevocable Trust, dated Febraury**
28 **7, 2022**' (**Exhibit E**).

- 1 7. On 01/17/2025, **fraudulent** 'TRUSTEE'S DEED UPON SALE' (DOC #
2 2025-0017386, APN: 957-570-005, TS# 176672) was filed and is therefore **void *ab***
3 ***initio***, as the individual executing the *purported* transfer or sale lacked legal or
4 lawful title and authority to do so. A copy of said **fraudulent** and **void *ab initio***
5 'TRUSTEE'S DEED UPON SALE' is attached hereto as **Exhibit G** and
6 incorporated herein by reference
- 7 8. No lawful transfer or assignment of title has been executed or perfected since the
8 recording of Grant Deed No. [insert number].
- 9 9. Any deed, including but not limited to a Trustee's Deed of Sale, presently in the
10 possession of You/Respondent(s)/Defendant(s) constitutes a product of fraud
11 and is therefore null and void *ab initio*, having no legal force or effect.
- 12 10. It remains undisputed that, You/Defendant(s)/Respondent(s), Naji: Doumit,
13 Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ
14 PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY
15 LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive* do **NOT** have a valid
16 claim against Claimant(s)/Plaintiff(s).
- 17 11. You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel:
18 Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC,
19 FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR &
20 ASSOCIATES, *Does 1-100 Inclusive*, or who you represent **is/are** the **DEBTOR(s)**
21 in this matter.
- 22 12. You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel:
23 Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC,
24 FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR &
25 ASSOCIATES, *Does 1-100 Inclusive*, or who you represent is **NOT** the
26 CREDITOR, or an ASSIGNEE of the CREDITOR, in this matter.
- 27 13. Affiant and/or Claimant(s)/Plaintiff(s) is/are **NOT** the DEBTOR(s) in this
28 matter.

14. You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, or who you represent are **NOT** the **Real Party in Interest** in this matter.

CONDITIONALLY ACCEPTED upon proof

15. All statements, claims, offer, terms presented in your **fraudulent, coercive, extortionate**, OFFER titled '3/90 DAY NOTICE TO QUIT' (Exhibit H) is **CONDITIONALLY ACCEPTED upon proof** of the following from You/Defendant(s)/Respondent(s):

1. **Upon Proof from You/Defendant(s)/Respondent(s)** that GRANT DEED, DOC #2022-0490841, APN: 957-570-005, File No.: 30291 KH, is **NOT** recorded in Official Records County of Riverside.
2. **Upon Proof from You/Defendant(s)/Respondent(s)** that GRANT DEED, DOC #2024-0291980, APN: 957-570-005, File No.: 37238 KH, is **NOT** recorded in Official Records County of Riverside.
3. **Upon Proof from You/Defendant(s)/Respondent(s)** that UCC1 Filing #2024385925-4 is **NOT** duly filed in the Office of the Secretary of State, State of Nevada.
4. **Upon Proof from You/Defendant(s)/Respondent(s)** that UCC1 Filing #2024385935-1 is **NOT** duly filed in the Office of the Secretary of State, State of Nevada.
5. **Upon Proof from You/Defendant(s)/Respondent(s)** that UCC3 Filing #2024402433-7 is **NOT** duly filed in the Office of the Secretary of State, State of Nevada.
6. **Upon Proof from You/Defendant(s)/Respondent(s)** that UCC3 Filing #2024411182-7 is **NOT** duly filed in the Office of the Secretary of State, State of Nevada.

- 1 7. **Upon Proof from You/Defendant(s)/Respondent(s)** that '**fraudulent**
2 'TRUSTEE'S DEED UPON SALE' (DOC # 2025-0017386, APN: 957-570-005,
3 TS# 176672 in your possession is **NOT** fraudulent and void *ab initio*.
4 8. **Upon Proof from You/Defendant(s)/Respondent(s)** demonstrating that it
5 was **NOT** your duty to investigate and ascertain the true titleholder of the
6 private trust property.
7 9. **Upon Proof of claim from You/Defendant(s)/Respondent(s).**

8 //

9 Executed "*without* the United States" in compliance with 28 USC § 1746.

10 **FURTHER AFFIANT SAYETH NOT.**

11 //

12 **IX. Foundational 'Case Law' on Standing, Mortgage Fraud,**
13 **Foreclosure, Corporate Overreach**

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

23 **A. Jurisdiction and Standing in Court**

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

- 1 **1. Patton v. Diemer**, 35 Ohio St. 3d 68; 518 N.E.2d 941 (1988): "A judgment
2 rendered by a court lacking subject matter jurisdiction is **void ab initio**.
3 Consequently, the authority to vacate a void judgment is not derived from
4 Ohio R. Civ. P. 60(B), but rather constitutes an inherent power possessed by
5 Ohio courts. I see no evidence to the contrary that this would apply to ALL
6 courts."
- 7 **2. Lebanon Correctional Institution v. Court of Common Pleas**, 35 Ohio St.2d 176
8 (1973): "A party lacks **standing** to invoke the jurisdiction of a court unless he
9 has, in an individual or a representative capacity, some **real interest** in the
10 subject matter of the action."
- 11 **3. Wells Fargo Bank v. Byrd**, 178 Ohio App.3d 285, 2008-Ohio-4603, 897 N.E.2d
12 722 (2008): "If plaintiff has offered no evidence that it owned the note and
13 mortgage when the complaint was filed, it would not be entitled to judgment as
14 a matter of law."
- 15 **4. Indymac Bank v. Boyd**, 880 N.Y.S.2d 224 (2009): "To establish a prima facie case
16 in an action to foreclose a mortgage, the plaintiff must establish the existence of
17 the mortgage and the mortgage note. It is the law's policy to allow only an
18 aggrieved person to bring a lawsuit . . . A want of 'standing to sue,' in other
19 words, is just another way of saying that this particular plaintiff is not involved
20 in a genuine controversy, and a simple syllogism takes us from there to a
21 'jurisdictional' dismissal."
- 22 **5. Indymac Bank v. Bethley**, 880 N.Y.S.2d 873 (2009): "The Court is concerned that
23 there may be fraud on the part of plaintiff or at least malfeasance. Plaintiff
24 INDYMAC (Deutsche) must have '**standing**' to bring this action."

25 **B. Fraud and Misrepresentation in Mortgage Cases**

26 Several cases illustrate fraudulent practices by lenders, including violations of the
27 Federal Truth in Lending Act and withholding vital loan information. Courts have
28 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
2 not own the mortgage loan... Therefore, the matter is dismissed with
3 prejudice."
- 4 • **Wells Fargo v. Reyes**, 867 N.Y.S.2d 21 (2008): "Dismissed with prejudice,
5 Fraud on Court & Sanctions. Wells Fargo never owned the Mortgage."
- 6 • **Deutsche Bank v. Peabody**, 866 N.Y.S.2d 91 (2008): "EquiFirst, when making
7 the loan, violated Regulation Z of the Federal Truth in Lending Act 15 USC
8 §1601 and the Fair Debt Collections Practices Act 15 USC §1692; 'intentionally
9 created fraud in the factum' and withheld from plaintiff 'vital information
10 concerning said debt and all of the matrix involved in making the loan.'"

11 **C. Corporate and Banking Overreach**

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

- 15 • **Zinc Carbonate Co. v. First National Bank**, 103 Wis. 125, 79 NW 229
16 (1899): "The doctrine of ultra vires is a most powerful weapon to private
17 corporations within their legitimate spheres and punish them for
18 violations of their corporate charters, and it probably is not invoked too
19 often."
- 20 • **Howard & Foster Co. vs. Citizens National Bank**, 133 S.C. 202, 130 S.E. 758
21 (1926): "It has been settled beyond controversy that a national bank, under
22 Federal law, being limited in its power and capacity, cannot lend its credit by
23 nor guarantee the debt of another. All such contracts being entered into by its
24 officers are ultra vires and not binding upon the corporation."
- 25 • **American Express Co. v. Citizens State Bank**, 181 Wis. 172, 194 NW 427
26 (1923): "Neither, as included in its powers not incidental to them, is it a part of
27 a bank's business to lend its credit."

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

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

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

E. Contract and Consideration Principles

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

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

//

X. LEGAL STANDARDS, MAXIMS, AND PRECEDENT

In support of this Affidavit and Notice and Self-Executing Contract and Security Agreement Affiant cites the following established legal standards, legal maxims, precedent, and principles:

- 1 • Where **rights secured by the Constitution** are involved, **there can be no rule**
2 **making or legislation** which would abrogate them." — *Miranda v. Arizona*, 384
3 U.S.
- 4 • "The state **cannot diminish Rights of the people.**" — *Hurtado vs. California*, 110
5 US 516.
- 6 • "When enforcing mere statutes, judges of all courts do not act judicially (and
7 thus are not protected by "qualified" or "limited immunity," - SEE: *Owen v.*
8 *City*, 445 U.S. 662; *Bothke v. Terry*, 713 F2d 1404) - - "but merely act as an
9 extension as an agent for the involved agency – but only in a "ministerial" and
10 not a "discretionary capacity..." *Thompson v. Smith*, 154 S.E. 579, 583; *Keller v.*
11 *P.E.*, 261 US 428; *F.R.C. v. G.E.*, 281, U.S. 464.
- 12 • "Public officials are not immune from suit when they transcend their lawful authority
13 by invading constitutional rights." — *AFLCIO v. Woodward*, 406 F2d 137 t.
- 14 • "Immunity fosters neglect and breeds irresponsibility while liability promotes
15 care and caution, which caution and care is owed by the government to its
16 people." (Civil Rights) *Rabon vs Rowen Memorial Hospital, Inc.* 269 N.S. 1, 13,
17 152 SE 1 d 485, 493.
- 18 • "Judges not only can be sued over their official acts, but could be held **liable for**
19 **injunctive and declaratory relief and attorney's fees.**" *Lezama v. Justice Court*,
20 A025829.
- 21 • "Ignorance of the law does not excuse misconduct in anyone, least of all in a
22 sworn officer of the law." *In re McCowan* (1917), 177 C. 93, 170 P. 1100.
- 23 • "All are presumed to know the law." *San Francisco Gas Co. v. Brickwedel* (1882), 62
24 C. 641; *Dore v. Southern Pacific Co.* (1912), 163 C. 182, 124 P. 817; *People v. Flanagan*
25 (1924), 65 C.A. 268, 223 P. 1014; *Lincoln v. Superior Court* (1928), 95 C.A. 35, 271 P.
26 1107; *San Francisco Realty Co. v. Linnard* (1929), 98 C.A. 33, 276 P. 368.
- 27 • "It is one of the fundamental maxims of the common law that ignorance of the
28 law excuses no one." *Daniels v. Dean* (1905), 2 C.A. 421, 84 P. 332.

- 1 • “the people, not the States, are sovereign.” — Chisholm v. Georgia, 2 Dall. 419, 2
- 2 U.S. 419, 1 L.Ed. 440 (1793).
- 3 • **ALL ARE EQUAL UNDER THE LAW.** — “No one is above the law”.
- 4 • **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE**
- 5 **EXPRESSED.** — “To lie is to go against the mind.”
- 6 • **IN COMMERCE TRUTH IS SOVEREIGN.** — Truth is sovereign — and the
- 7 Sovereign tells only the truth.
- 8 • **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.**
- 9 • **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.** —
- 10 “He who does not deny, admits.”
- 11 • **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN**
- 12 **COMMERCE.** — “There is nothing left to resolve.
- 13 • **WORKMAN IS WORTHY OF HIS HIRE.** — “It is against equity for
- 14 freemen not to have the free disposal of their own property.”
- 15 • **HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.**
- 16 — “He who does not repel a wrong when he can occasions it.”

17 **XI. RESPONSE DEADLINE: REQUIRED WITHIN THREE (3) DAYS:**

18 A response and/or compensation and/or restitution payment must be

19 received within a deadline of **three (3) days**. At the “**Deadline**” is defined as 5:00

20 p.m. on the third (3rd) day after your receipt of this affidavit. “**Failure to respond**”

21 is defined as a blank denial, unsupported denial, inapposite denial, such as, “not

22 applicable” or equivalent, statements of counsel and other declarations by third

23 parties that lack first-hand knowledge of the facts, and/or responses lacking

24 verification, all such responses being legally insufficient to controvert the verified

25 statements herewith. See *Sieb's Hatcheries, Inc* and *Beasley, Supra*. Failure to

26 respond can result in **your acceptance of personal liability** external to qualified

27 immunity and waiver of any decision rights of remedy.

28 //

XII. FAILURE TO RESPOND AND/OR PERFORM, REMEDY, AND SETTLEMENT

If You/Defendant(s)/Respondent(s) fail to respond and perform **within three (3) days** of receiving this Affidavit Notice and Self- Executing Contract and Security Agreement and **CONDITIONAL ACCEPTANCE**, with **verified evidence** of the above accompanied by an affidavit, **sworn under the penalty of perjury, as required by law**, You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, You/Defendant(s)/Respondent(s) **individually and collectively fully agree** that you must **act in good faith and** accordance with the Law, cease all conspiracy, fraud, identity theft, embezzlement, deprivation under the color of law, extortion, embezzlement, bank fraud, harassment, conspiracy to deprive, and other violations of the law, **and** pay the below mentioned **Five Hundred Thousand Dollar (\$500,000.00)** Restitution and Settlement payment, including costs and fees associated with handling these matters, and the unauthorized use of the KEVIN WALKER and DONNABELLE MORTEL Copyright and Trademark. Also, if applicable, releasing all **special deposit funds, currency, and/or Credits** due to Affiant and/or Complainant(s)/Plaintiff(s).

Furthermore, You/Defendant(s)/Respondent(s) must Record a 'QUITCLAIM DEED' transferring any purported interest to Claimant(s)/Plaintiff(s) and/or tender a 'Rescission of Trustee's Deed of Sale'.

XIII. Five Hundred Thousand (\$500,000.00 USD) Restitution Settlement Payment REQUIRED

Furthermore, if You/Defendant(s)/Respondent(s) fail to respond and perform **within three (3) days** from the date of receipt of this communication by providing **verified evidence and proof** of the facts and conditions set forth herein,

1 accompanied by affidavits sworn under penalty of perjury as required by law, You/
2 Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-
3 Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES
4 INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, Does
5 1-100 Inclusive, hereby agree that, within three (3) days of receipt of this contract
6 offer, You/Defendant(s)/Respondent(s) shall issue restitution payment in the total
7 sum certain of **Five Hundred Thousand U.S. Dollars (\$500,000.00 USD)**, which
8 shall become **immediately** due and payable to Claimant(s)/Plaintiff(s).

9 **XIV. One Hundred Million Dollar (\$100,000,000.00**
10 **USD) Default Judgement and Lien**

11 If You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel:
12 Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC,
13 FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR &
14 ASSOCIATES, Does 1-100 Inclusive, fail to respond and perform **within three (3)**
15 **days** from the date of receipt of this communication, as contractually required,
16 You/Defendant(s)/Respondent(s) hereby individually and collectively, fully agree,
17 that the entire amount evidenced and itemized in Invoice
18 #MIRINAJDISHONOR25, totaling **One Hundred Million dollars (\$100,000,000.00)**,
19 shall become **immediately** due and payable in full.

20 **Furthermore**, if You/Respondent(s)/Defendant(s), Naji: Doumit, Mary:
21 Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ
22 PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE
23 O'CONNOR & ASSOCIATES, Does 1-100 Inclusive fail to respond and perform
24 **within three (3) days** from the date of receipt of this communication, You/
25 Defendant(s)/Respondent(s), individually and collectively, **admit the statements**
26 **and claims by TACIT PROCURATION**, and completely agree that you/they
27 individually and collectively are guilty of **fraud, theft, embezzlement, larceny, and**
28 **fraudulent misapplication of funds and assets, forgery, and unauthorized use of**

identity, monopolization of trade and commerce, unfair business practices, deprivation of rights under the color of law, receiving extortion proceeds, false pretenses, extortion, racketeering, bank fraud, fraudulent transportation and transfer of stolen goods and securities, unlawful interference, intimidation, emotional distress, willful violation of public policy and the Constitution, injury and damage to Affiant.

XV. JUDGEMENT AND COMMERCIAL LIEN AUTHORIZATION

Moreover, if You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, fail to respond **within three (3) days** from the date of receipt of this communication, you/they **individually and collectively**, **fully and unequivocally Decree, Accept, fully Authorize (in accord with UCC section 9), indorse, support, and advocate for a judgement, and/or SUMMARY JUDGEMENT, and/or commercial lien of One Hundred Million Dollars (\$100,000,000.00) against** You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, in favor of, Claimant(s)/Plaintiff(s), and/or their lawfully designated ASSIGNEE(S).

Finally, If You/Respondent(s)/Defendant(s), fail to respond within three (3) days from the date of receipt of this communication, **You/Defendant(s)/Respondent(s) *individually and collectively*, EXPRESSLY, FULLY, and unequivocally Authorize, indorse, support and advocate for** Claimant(s)/Plaintiff(s), and/or their lawfully designated ASSIGNEE(S) to formally notify the Department of Treasury, and Internal Revenue Service, and the respective Congress Representative, U.S. Attorney General, and/or any person, individual, legal fiction,

and/or person, or *ens legis* Affiant deems necessary, including but not limited to submitting the requisite form(s) 1099-A, 1099-OID, 1099-C, 1096, 1040, 1041, 1041-V, 1040-V, 3949-A, with the **One Hundred Million Dollars (\$100,000,000.00 USD)** as the **income to You/Defendant(s)/Respondent(s) and lost revenue and/or income to Affiant, and/or Claimant(s)/Plaintiff(s), and/or their lawfully designated ASSIGNEE(S).**

XVI. SUMMARY JUDGEMENT, U.C.C. 3-505 PRESUMED DISHONOR

Said income is **to be assessed and claimed as income** by/to You/Defendant(s)/Respondent(s), and/or by **filing a lawsuit** followed by a DEMAND or similar for **SUMMARY JUDGEMENT as a matter of law**, in accordance with **California Code of Civil Procedure § 437c(c)** and **Federal Rule of Civil Procedure 56(a)**, and/or executing an Affidavit Certificate of Non-Response, Dishonor, Judgement, and **Lien Authorization**, in accordance with **U.C.C. § 3-505**, and/or issue an ORDER TO PAY or BILL OF EXCHANGE to the U.S. Treasury and IRS, said sum certain of **One Hundred Million (\$100,000,000.00)**, for **immediate credit to Affiant, and/or Claimant(s)/Plaintiff(s), and/or their lawfully designated ASSIGNEE(S), with this Self-Executing Contract and Security Agreement servings as prima facie evidence of You/Respondent(s)/Defendant(s)'s Verified INDEBTEDNESS to Affiant, and/or Claimant(s)/Plaintiff(s), and/or their lawfully designated ASSIGNEE(S).**

Should it be deemed necessary, the Claimant(s)/Plaintiff(s) are **fully Authorized (in accord with U.C.C § 9-509)** to file a UCC commercial **LIEN** and/or **UCC1 Financing Statement** to perfect interest and/or secure full satisfaction of the adjudged sum of **One Hundred Million Dollars (\$100,000,000.00).**

XVII. ESTOPPEL BY ACQUIESCENCE:

If the addressee(s) or an intended recipient of this notice fail to respond addressing each point, on a point by point basis, they individually and

1 collectively accept all of the statements, declaration, stipulations, facts, and
2 claims as TRUTH and fact by TACIT PROCURATION, all issues are deemed
3 settled *RES JUDICATA*, *STARE DECISIS* and by *COLLATERAL ESTOPPEL*. You
4 may **not** argue, controvert, or otherwise protest the finality of the administrative
5 findings in any subsequent process, whether administrative or judicial. (See Black's
6 Law Dictionary 6th Ed. for any terms you do not "*understand*").

7 **Your failure to completely answer and respond will result in your agreeing**
8 **not to argue, controvert or otherwise protest the finality of the administrative**
9 **findings in any process, whether administrative or judicial, as certified by**
10 **Notary or Witness Acceptor in an Affidavit Certificate of Non Response and/or**
11 **Judgement, or similar.**

12 Should YOU fail to respond, provide partial, unsworn, or incomplete
13 answers, **such are not acceptable to me or to any court of law.** See, *Sieb's*
14 *Hatcheries, Inc. v. Lindley*, 13 F.R.D. 113 (1952)., "Defendant(s) made no request for
15 an extension of time in which to answer the request for admission of facts and filed
16 only an unsworn response within the time permitted," thus, under the specific
17 provisions of Ark. and *Fed. R. Civ. P. 36*, the facts in question were **deemed**
18 **admitted as true. Failure to answer is well established in the court.** *Beasley v. U.*
19 *S.*, 81 F. Supp. 518 (1948)., "I, therefore, hold that the requests **will be considered as**
20 **having been admitted.**" Also as previously referenced, "Statements of fact
21 contained in affidavits which are **not** rebutted by the opposing party's affidavit or
22 **pleadings** may be accepted as true by the trial court." --Winsett v. Donaldson, 244
23 N.W.2d 355 (Mich. 1976).

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Invoice #MIRINAJDISHONOR25

INVOICE and/or TRUE BILL

Dear Valued Defendant(s), Respondent(s), Customer(s), Fiduciary(ies), Agent(s), and/or DEBTOR(S):

It has come to OUR attention that you are deemed guilty of multiple felony crimes, violations of U.S. Code, U.C.C, the Constitution, and the law. You have or currently still are threatening, extorting, depriving, coercing, damaging, injuring, and causing irreparable physical, mental, emotional, and financial harm to Claimants/Plaintiffs, TMKEVIN WALKER© ESTATE, TMDONNABELLE MORTEL© ESTATE, and its/their beneficiary(ies), and their Fiduciary(ies), Trustee(s), Executor(s), Agent(s), and Representatives. You remain in default, dishonor, and have an outstanding past due balance due immediately, to wit:

1.	18 U.S. Code § 1341 - Frauds and swindle :	<u>\$1,000,000.00</u>
2.	18 U.S. Code § 4 - Misprision of felony	<u>\$1,000,000.00</u>
3.	Professional and personal fees and costs associated with preparing documents for this matter:	\$1,000,000.00
4.	15 U.S. Code § 2 - Monopolizing trade a felony; penalty:	\$1,000,000.00
5.	18 U.S. Code § 241 - Conspiracy against rights:	\$1,000,000.00
6.	18 U.S. Code § 242 - Deprivation of rights under color of law:	\$1,000,000.00
7.	18 U.S. Code § 1344 - Bank fraud: (fine and/or up to 30 years imprisonment)	\$1,000,000.00
8.	15 U.S. Code § 1122 - Liability of United States and States, and instrumentalities and officials thereof:	pending
9.	15 U.S. Code § 1 - Trusts, etc., in restraint of trade illegal; penalty (fine and/or up to 10 years imprisonment):	\$1,000,000.00
10.	18 U.S. Code § 1951 - Interference with commerce by threats or violence (fine and/or up to 20 years imprisonment):	\$30,000,000.00
11.	Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and internationally protected persons:	\$1,000,000.00
12.	18 U.S. Code § 878 - Threats and extortion against foreign officials, official guests, or internationally protected persons (fine and/or up to 20 years imprisonment):	\$1,000,000.00
13.	18 U.S. Code § 880 - Receiving the proceeds of extortion (fine and/or up to 3 years imprisonment):	\$10,000,000.00
15.	Fraud, conspiracy, obstruction, identity theft, extortion, bad faith actions, treason, monopolization of trade and commerce, bank fraud, threats, coercion, identity theft, mental trauma, emotional anguish and trauma, embezzlement, larceny, felony crimes, loss of time and thus enjoyable life, deprivation of rights under the color of law harassment, Waring against the Constitution, injury and damage:	\$50,000,000.00

Total Due: \$100,000,000.00 USD

Good Faith Discount: \$99,500,000.00 USD

Total Due by 02/14/2025: \$500,000.00 USD

Total Due after 02/14/2025: \$100,000,000.00 USD

EXHIBITS/ATTACHMENTS:

1. **Exhibit A:** UCC1 filing #2024385925-4.
2. **Exhibit B:** UCC1 filing #2024385935-1.
3. **Exhibit C:** UCC3 filing and NOTICE #2024402433-7.
4. **Exhibit D:** UCC3 filing and NOTICE #2024411182-7.
5. **Exhibit E:** GRANT DEED recorded in Official Records County of Riverside, DOC #2024-0291980, APN: 957-570-005, File No.: 37238 KH, where the private trust property is titled to 'WG Private Irrevocable Trust, dated Febraury 7, 2022'
6. **Exhibit F:** GRANT DEED, DOC #2022-0490841, APN: 957-570-005, File No.: 30291 KH, recorded in Official Records County of Riverside.
7. **Exhibit G:** fraudulent 'TRUSTEE'S DEED UPON SALE' (DOC # 2025-0017386, APN: 957-570-005, TS# 176672) was filed and is therefore **void *ab initio***
8. **Exhibit H:** OFFER titled '3/90 DAY NOTICE TO QUIT'
9. **Exhibit I:** 'Affidavit: Power of Attorney In Fact'
10. **Exhibit J:** Trademark and Copyright Contract Agreement for TMKEVIN WALKER©.
11. **Exhibit K:** Trademark and Copyright Contract Agreement for TMDONNABELLE MORTEL©.
12. **Exhibit L:** Self-Executing Contract Security Agreement #EI988807156US — Dated: 02/08/2025 (**AFFIDAVIT and Plain Statement of Facts:** NOTICE OF CONDITIONAL ACCEPTANCE AND NOTICE OF CLAIM, FRAUD, EXTORTION, COERCION, SLANDER OF TITLE, RACKETEERING, CONSPIRACY, DEED AND TITLE FRAUD, INJURY AND DAMAGE, #EI988807156US).

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WORDS DEFINED GLOSSARY OF TERMS:

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

1. **Attorney:** Strictly, one who is designated to transact business for another; a legal agent. — Also termed attorney-in-fact; private attorney. 2. A person who practices law; LAWYER. Also termed (in sense 2) attorney-at-law; public attorney. A person who is appointed by another and has authority to act on behalf of another. *See also* POWER OF ATTORNEY. *See*, Black's Law Dictionary 8th Edition, pages 392-393, Oxford Dictionary or Law, 5th Edition, page 38, American Bar Association's website.
2. **Attorney-in-fact:** A private attorney authorized by another to act in his place and stead, either for some particular purpose, as to do a particular act, or for the transaction of business in general, not of a legal character. This authority is conferred by an instrument in writing, called a "letter of attorney," or more commonly a "power of attorney." A person to whom the authority of another, who is called the constituent, is by him lawfully delegated. The term is employed to designate persons who are under special agency, or a special letter of attorney, so that they are appointed in *factum*, for the deed, or special act to be performed; but in a more extended sense it includes all other agents employed in any business, or to do any act or acts in pais for another. Bacon, Abr. Attorney; Story, Ag. § 25. All persons who are capable of acting for themselves, and even those who are disqualified from acting in their own capacity, if they have sufficient understanding, as infants of proper age, and *femes coverts*, may act as attorney of other. The person named in a power of attorney to act on your behalf is commonly referred to as your "agent" or "attorney-in-fact." With a valid power of attorney, your agent can take any action permitted in the document. — See Bouvier's Law Dictionary, volumes 1, 2, and 3, page 282, Blacks Law Dictionary 1, 2nd, 8th, pages 105, 103, and 392

1 respectively, and the American Bar Association's website on 'Power of
2 Attorney' and 'Attorney-In-Fact'

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

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

26 5. person: Term may include artificial beings, as corporations. The term means an individual,
27 corporation, business trust, estate, trust, partnership, limited liability company, association,
28 joint venture, government, governmental subdivision, agency, or instrumentality, public

corporation, or any other legal or commercial entity. The term "person" shall be construed to mean and include an individual, a trust, estate, partnership, association, company or corporation. **The term "person" means a natural person or an organization. -Artificial persons.** Such as are created and devised by law for the purposes of society and government, called "corporations" or bodies politic." **-Natural persons.** Such as are formed by nature, as distinguished from artificial persons, or corporations. **-Private person.** An individual who is not the incumbent of an office. Persons are divided by law into natural and **artificial**. Natural persons are such as the God of nature formed us; **artificial** are such as are created and devised by **human laws**, for the purposes of society and government, which are called "corporations" or "bodies politic." — See Uniform Commercial Code (UCC) § 1-201, Black's Law Dictionary 1st, 2nd, and 4th edition pages 892, 895, and 1299, respectively, 27 Code of Federal Regulations (CFR) § 72.11 - Meaning of terms, and 26 United States Code (U.S. Code) § 7701 - Definitions.

6. **bank:** a person engaged in the business of banking and includes a savings bank, savings and loan association, credit union, and **trust company**. The terms "banks", "national bank", "national banking association", "member bank", "board", "district", and "reserve bank" shall have the meanings assigned to them in section 221 of this title. An institution, of great value in the commercial world, empowered to receive deposits of money, to make loans. and to issue its promissory notes, (designed to circulate as money, and commonly called "bank-notes" or "bank-bills") or to perform any one or more of these functions. The term "bank" is usually restricted in its application to an incorporated body; while a **private individual** making it his business to conduct banking operations is denominated a "banker." Banks in a commercial sense are of three kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation. Strictly speaking, the term "bank" implies a place for the deposit of money, as that is the most obvious purpose of such an institution. — See, UCC 1-201, 4-105, 12 U.S. Code § 221a, Black's Law Dictionary 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117, 183-184, 139-140, and 437-439.
7. **discharge:** To cancel or unloose the obligation of a contract; to make an agreement or contract null and inoperative. Its principal species are rescission, release, accord and satisfaction, performance, judgement, composition, bankruptcy, merger. As applied to demands claims,

1 right of action, incumbrances, etc., to discharge the debt or claim is to extinguish it, to annul
2 its obligatory force, to satisfy it. And here also the term is generic; thus a dent , a mortgage. As
3 a noun, the word means the act or instrument by which the binding force of a contract is
4 terminated, irrespective of whether the contract is carried out to the full extent contemplated
5 (in which case the discharge is the result of performance) or is broken off before complete
6 execution. See, Blacks Law Dictionary 1st, page.

7 8. **pay:** To *discharge* a debt; to deliver to a creditor the value of a debt, either in money or in
8 goods, for his acceptance. To pay is to deliver to a creditor the value of a debt, either in money
9 or In goods, for his acceptance, by which the debt is discharged. See Blacks Law Dictionary
10 1st, 2nd, and 3rd edition, pages 880, 883, and 1339 respectively.

11 9. **payment:** The performance of a duty, promise, or obligation, or discharge of a debt or liability.
12 by the delivery of money or other value. Also the money or thing so delivered. Performance of
13 an obligation by the delivery of money or some other valuable thing accepted in partial or full
14 discharge of the obligation. [Cases: Payment 1. C.J.S. Payment § 2.] 2. The money or other
15 valuable thing so delivered in satisfaction of an obligation. See Blacks Law Dictionary 1st and
16 8th edition, pages 880-811 and 3576-3577, respectively.

17 10. **may:** An auxiliary verb qualifying the meaning of another verb by expressing ability,
18 competency, liberty, permission, probability or contingency. — Regardless of the
19 instrument, however, whether constitution, statute, deed, contract or whatnot, courts
20 not infrequently construe "may" as "shall" or "must".— See Black's Law Dictionary,
21 4th Edition page 1131.

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

26 12. **national:** "foreign government", "foreign official", "internationally protected
27 person", "international organization", "national of the United States", "official
28 guest," and/or "non-citizen national." **They all have the same meaning. See**

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

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

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

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

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

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I competent, over the age of eighteen years, and not a party to the within action. My mailing address is the Walkernova Group, care of: 30650 Rancho California Road suite #406-251, Temecula, California [92591]. On February 14, 2025, I served the within documents:

1. NOTICE OF DEFAULT AND NOTICE OF CLAIM, FRAUD, EXTORTION, COERCION, SLANDER OF TITLE, RACKETEERING, CONSPIRACY, DEED AND TITLE FRAUD, INJURY AND DAMAGE.

2. Exhibit A through L.

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.

Bary Lee O'Connor
C/o BARRY LEE O'CONNOR
3691 Adams Street
Riverside, California [92504]
Express Mail #RF775822865US

Naji Doumit, Mary Doumit
C/o NAJI DOUMIT, MIRAJ PROPERTIES LLC
1130 South Tamarisk Drive
Anaheim, California [92807]
Registered Mail #RF775822874US

On February 14, 2025, I served the within documents 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.

Bary Lee O'Connor
C/o BARRY LEE O'CONNOR
3691 Adams Street
Riverside, California [92504]
udlaw2@aol.com

Naji Doumit, Mary Doumit
C/o NAJI DOUMIT, MIRAJ PROPERTIES LLC
1130 South Tamarisk Drive
Anaheim, California [92807]
louisatoui3@yahoo.com
udlaw2@aol.com

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on February 14, 2025 in Riverside County, California.

/s/Corey Walker/
Corey Walker

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COMMERCIAL OATH AND VERIFICATION:

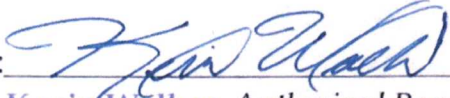
County of Riverside)
) Commercial Oath and Verification
The State of California)

I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and not misleading to the best of Affiant's knowledge and belief under penalty of International Commercial Law and state this to be HIS Affidavit of Truth regarding same signed and sealed this 8TH day of FEBRUARY in the year of

Our Lord two thousand and twenty five:

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

By:


Kevin Walker, Authorized Representative,
Attorney-In-Fact, Secured Party, Executor, national, private bank(er)

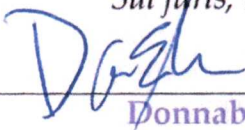
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Let this document stand as truth before the Almighty Supreme Creator and let it be
established before men according as the scriptures saith: *"But if they will not listen,
take one or two others along, so that every matter may be established by the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

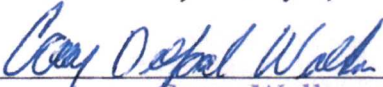
Sui juris, By *Special Limited Appearance*,

By:


Donnabelle Mortel (WITNESS)

Sui juris, By *Special Limited Appearance*,

By:


Corey Walker (WITNESS)

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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)

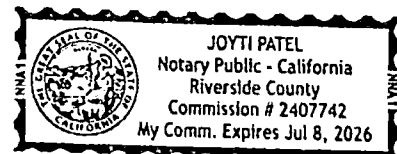
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 14th day of February, 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)



-Exhibit I-

From Claimants/Plaintiffs: Kevin: Walker, *sui juris, In Propria Persona.*
Executor, Authorized Representative, Secured Party, Master Beneficiary.

™KEVIN WALKER© ESTATE, ™DONNABELLE MORTEL© ESTATE,

™KEVIN WALKER© IRR TRUST, ™WG EXPRESS TRUST©

c/o 31990 Pasos Place

Temecula, California [92591]

non-domestic *without* the United States

team@walkernovagroup.com

*** NOTICE TO AGENT IS NOTICE TO PRINCIPAL ***

*** NOTICE TO PRINCIPAL IS NOTICE TO AGENT ***

*** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT ***

To/Defendant(s)/Respondent(s): Barry-Lee: O'Connor

C/o BARRY LEE O'CONNOR

3691 Adams Street

Riverside, California [92504]

Registered Mail #RF775823755US

To/Defendant(s)/Respondent(s): Naji Doumit and Mary Doumit

C/o NAJI DOUMIT, MARINAJ PROPERTIES LLC

1130 South Tamarisk Drive

Anaheim, California [92807]

Registered Mail #RF775823764US

RE: Title and Ownership of: 31990 Pasos Place, Temecula, California

AFFIDAVIT and Plain Statement of Facts

NOTICE OF DEFAULT AND OPPORTUNITY TO CURE, AND NOTICE OF CLAIM, FRAUD, EXTORTION, COERCION, SLANDER OF TITLE, RACKETEERING, CONSPIRACY, DEED AND TITLE FRAUD, INJURY AND DAMAGE

Kevin: Walker, ™KEVIN WALKER© ESTATE, ™DONNABELLE MORTEL© ESTATE, ™KEVIN WALKER© IRR TRUST, ™WG EXPRESS TRUST©,

Claimant(s)/Plaintiff(s),

vs.

Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARY DOUMIT, DANIEL DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, Does 1-100 Inclusive,

Defendant(s)/Respondent(s).

CASE NO.:

1. NOTICE OF **DEFAULT AND OPPORTUNITY TO CURE**
2. **FRAUD**
3. **THEFT, EMBEZZLEMENT, AND FRAUDULENT MISAPPLICATION OF FUNDS AND ASSETS**
4. **FRAUD, FORGERY, AND UNAUTHORIZED USE OF IDENTITY**
5. **MONOPOLIZATION OF TRADE AND COMMERCE, AND UNFAIR BUSINESS PRACTICES**
6. **DEPRIVATION OF RIGHTS UNDER COLOR OF LAW**
7. **RECEIVING EXTORTION PROCEEDS**
8. **FALSE PRETENSES AND FRAUD**
9. **EXTORTION**
10. **RACKETEERING**
11. **BANK FRAUD**
12. **FRAUDULENT TRANSPORTATION AND TRANSFER OF STOLEN GOODS AND SECURITIES**
13. **UNLAWFUL INTERFERENCE, INTIMIDATION, EXTORTION, AND EMOTIONAL DISTRESS**
14. **CONSIDERED AND STIPULATED ONE HUNDRED MILLION DOLLAR (\$100,000,000.00) JUDGEMENT AND LIEN.**

COMES NOW, Plaintiffs ™KEVIN WALKER© ESTATE, ™DONNABELLE MORTEL© ESTATE, ™KEVIN WALKER© IRR TRUST, ™WG EXPRESS TRUST© (hereinafter "Claimants" and/or "Plaintiffs"), by and through their Attorney-in-Fact, Kevin: Walker who is proceeding *sui juris, In Propria Persona*, and by

1 ***Special Limited Appearance.*** Kevin is a natural ***freeborn*** Sovereign and state
2 Citizen of California **the republic** in its **De'jure** capacity as one of the several states
3 of the Union 1789. This incidentally makes him a **national** of the republic as per the
4 **De'Jure Constitution for the United States 1777/1789.**

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

16 **I. Constitutional Basis:**

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

20 Claimants/Plaintiffs respectfully assert and affirm:

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

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

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

23 **II. Supremacy Clause**

24 Claimants/Plaintiffs respectfully assert and affirm that:

- 25 • **The Supremacy Clause of the Constitution of the United States (Article VI,**
26 **Clause 2) establishes that the Constitution, federal laws made pursuant to**
27 **it, and treaties made under its authority, constitute the "supreme Law of the**
28 **Land", and thus take priority over any conflicting state laws. It provides**

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

10 **III. DESCRIPTION OF AFFECTED PRIVATE TRUST PROPERTY**

11 This action affects title to the private Trust property (herein referred to as
12 "private property" and/or "subject property") situated in the county of
13 Riverside, California, commonly described as a '31990 Pasos Place, Temecula,
14 California,' and described as follows: Lot 5 of Tract No. 23209, in the City of
15 Temecula, California, County of Riverside, on file in Book 320, Pages 79
16 through 97 records of Riverside County, California,' hereinafter referred to as
17 the "Property," and **all** bonds, securities, Federal Reserve Notes, assets,
18 tangible and intangible, registered and unregistered, and more particularly
19 described in the Authentic UCC1 filing and NOTICE #2024385925-4 and
20 **#2024385935-1, and UCC3 filing and NOTICE #2024402433-7** and
21 **2024411182-7**, all Filed in the Office of Secretary of State State Of Nevada.
22 Attached hereto as **Exhibits A, B, C, and D** respectively, and incorporated
23 herein by reference.

24 This action also affected any titles, investments, interests, principal
25 amounts, **credits**, funds, assets, bonds, Federal Reserve Notes, notes,
26 bills of exchange, entitlements, negotiable instruments, or similar
27 collateralized, hypothecated, and/or securitized items in any manner
28 tied to Plaintiffs' signature, promise to pay, order to pay, endorsement,

credits, authorization, or comparable actions (collectively referred to hereinafter as “Assets”).

IV. STANDING

1. Claimants/Plaintiffs are **undisputedly** the Real Party(ies) in Interest, holder(s) in due course, Creditor(s), and hold allodial title to **any and all** assets, registered or unregistered, tangible or intangible, in accordance with contract law, principles, **common law, exclusive equity**, the right to equitable subrogation, and the U.C.C. (Uniform Commercial Code). This is further evidenced by the following UCC filings, all duly filed in the Office of the Secretary of State, State of Nevada: **UCC1 filing #2024385925-4 and #2024385935-1, and UCC3 filing #2024402433-7 and 2024411182-7** (Exhibits A, B, C, and D), and in accordance with UCC §§ 3-302, 9-105, and 9-509.
2. **Claimants’/Plaintiffs’ standing** is further affirmed and **evidenced** by the GRANT DEED recorded in Official Records County of Riverside, DOC #2024-0291980, APN: 957-570-005, File No.: 37238 KH, where the private trust property is titled to **‘WG Private Irrevocable Trust, dated Febraury 7, 2022’**. A copy of said ‘GRANT DEED,’ is attached hereto as **Exhibit E** and incorporated herein by reference.
3. Claimants/Plaintiffs maintain **exclusive and sole standing** in relation to said assets and their interests, as duly recorded and affirmed by these filing.
4. Claimants/Plaintiffs alone possess(es) **exclusive equity**.
5. You/Respondent(s)/Defendant(s) do **NOT** have **any** valid interest or standing.
6. You/Respondent(s)/Defendant(s) do **NOT** have a valid claim to the **‘Property’** (31990 Pasos Place, Temecula, California,’ and described as follows: Lot 5 of Tract No. 23209, in the City of Temecula, California, County of Riverside, on file in Book 320, Pages 79 through 97 records of Riverside County,

California), or any of the respective Assets, registered and unregistered, tangible and intangible.

7. You/Respondent(s)/Defendant(s) do NOT possess any valid interest or standing concerning DEED OF TRUST #000+1365377+24+1+1-15, or NOTE #000+1365377+9+1-3 DATED JULY 15, 2022.

V. ** Notice of Administrative Process **

This VERIFIED Affidavit, NOTICE, and SELF-EXECUTING CONTRACT SECURITY AGREEMENT concerns You/Defendant(s)/Respondent(s), Naji:

Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, and their blatant bad faith acts of fraud, theft, embezzlement, larceny, and fraudulent misapplication of funds and assets, forgery, and unauthorized use of identity, monopolization of trade and commerce, unfair business practices, deprivation of rights under the color of law, receiving extortion proceeds, false pretenses, extortion, racketeering, bank fraud, fraudulent transportation and transfer of stolen goods and securities, unlawful interference, intimidation, emotional distress, and injury and damage to Claimant(s)/Plaintiff(s) and/or Affiant.

As with any administrative process, You/Defendant(s)/Respondent(s), may controvert the statements and/or claims made by Affiants by executing and delivering a verified response point by point, in affidavit form, **sworn and attested to under penalty of perjury**, signed by You/Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, or other designated officer of the corporation with evidence in support by Certified, Express, or Registered Mail. **Answers by any other means are considered a non-response and will be treated as a non-response.**

1 **VI. NOTICE OF DEFAULT and OPPORTUNITY TO CURE**

2 This notice serves as formal NOTICE OF DEFAULT AND OPPORTUNITY TO
3 CURE, concerning the OFFER and CONTRACT titled, '3/90 DAY NOTICE TO
4 QUIT' (Exhibit H). This communication shall serve as a formal NOTICE OF
5 DEFAULT of the aforementioned coerced and extorted offer, which was
6 conditionally accepted contingent upon proof of the conditions set forth herein,
7 governed by the principles of contract law, legal maxims, common law, and the
8 Uniform Commercial Code (UCC), including but not limited to UCC §§ 1-103,
9 2-202, 2-204, 2-206, and the mailbox/postal rule.

10 The undersigned, Kevin: Walker, herein referred to as Affiant. Affiant is
11 the Agent, Attorney-In-Fact, **holder in due course**, and **Secured Party** and
12 Creditor of and for Claimant(s)/Plaintiff(s). Affiant hereby states that he is of
13 legal age and competent to state on belief and first hand personal knowledge
14 that the facts set forth herein as duly noted below are true, correct, complete,
15 and presented in **good faith**, regarding the **coerced and extorted** commercial
16 contract OFFER and CONTRACT titled, '3/90 DAY NOTICE TO
17 QUIT' (Exhibit H), pertaining to the **private trust property**.

18 **VII. Some Relevant U.C.C. Sections and Application**

19 **1. U.C.C. § 1-308 – Reservation of Rights:**

20 This section ensures that acceptance of an offer under duress or coercion does
21 not waive any rights or defenses. By invoking U.C.C. § 1-308, Claimant(s)/
22 Plaintiff(s) asserts that any compliance with your offer is made with *explicit*
23 *reservation of rights*, preserving **all** legal remedies.

24 **2. U.C.C. § 2-204 – Formation in General:**

25 This section establishes that a contract can be formed in any manner sufficient
26 to show agreement, including conduct. By issuing the citation (an implied offer
27 to contract), You/Dedenfant(s)/Respondent(s), have initiated a contractual
28 relationship, which has been conditionally accepted with **new terms herein**.

1 **3. U.C.C. § 2-206 – Offer and Acceptance in Formation of Contract:**

2 Under this section, an offer can be accepted in any reasonable manner. By
3 conditionally accepting the citation and dispatching this notice via USPS
4 Certified, Registered, and/or Express mail, Claimant(s)/Plaintiff(s) has/have
5 created a binding contract agreement and obligation which You/Defendant(s)/
6 Respondent(s) are contractually bound and obligated to.

7 **4. U.C.C. § 2-202 – Final Written Expression:**

8 This provision ensures that the terms of this conditional acceptance supplement
9 the original terms of the citation. By including these conditions, the issuing
10 authority is bound to provide proof of their validity, failing which the
11 conditional acceptance will be expressly stipulated as the **final** agreement.

12 **5. U.C.C. § 1-103 – Supplementary General Principles of Law Applicable:**

13 This section allows common law principles to supplement the UCC. Under the
14 doctrine of **equity and fair dealing**, failure to provide the requested proof
15 constitutes bad faith and silent acquiescence, tacit agreement, and tacit
16 procuration to all of the the **fact and terms stipulated** in this Affidavit Notice
17 and Self-Executing Contract and Security Agreement.

18 **6. U.C.C. § 3-505 – Evidence of Dishonor:** Under this section, when a party fails to
19 provide timely and sufficient proof of their claim, they are deemed to be in
20 **dishonor**. By failing to rebut the claims made in the conditional acceptance,
21 You/Defendant(s)/Respondent(s) are **in default and dishonor**, legally
22 admitting to all facts, terms, and conditions set forth in this Affidavit Notice
23 and Self-Executing Contract and Security Agreement.

24 **7. U.C.C. § 3-302 – Holder in Due Course:** This provision establishes
25 that a **Holder in Due Course** takes an instrument free of most
26 defenses and claims. As Claimant(s)/Plaintiff(s) have received no
27 lawful rebuttal, and no evidence to dispute their standing as
28 **Holder(s) in Due Course**, all rights, claims, and interests in the

obligation are **secured and enforceable**, barring any defenses from You/Defendant(s)/Respondent(s).

8. **U.C.C. § 3-306 – Claims to an Instrument:** This section states that a claim against a negotiable instrument must be **lawfully substantiated** to be enforceable. As You/Defendant(s)/Respondent(s) have failed to present **lawful proof of claim**, no enforceable right exists to challenge the standing, claims, or interests of the Claimant(s)/Plaintiff(s). All objections are now **waived** through silent acquiescence.
9. **U.C.C. § 9-509 – Persons Entitled to File a Financing Statement:** Under this provision, a **Secured Party** has the right to file a financing statement when a valid security interest exists. By failing to rebut the terms stipulated in this agreement, You/Defendant(s)/Respondent(s) have **expressly consented to the filing of a UCC-1 Financing Statement**, securing the interest of the Claimant(s)/Plaintiff(s) against all assets, accounts, and collateral associated with the dishonored obligation.

VIII. Legal and Procedural Basis

1. Mailbox/Postal Rule:

Under the mailbox rule, this notice of conditional acceptance is effective and considered **accepted** by You/Defendant(s)/Respondent(s) upon dispatch via Registered Mail, and/or Express Mail, and/or Certified Mail. The agreement becomes binding when the notice **is sent, not** when received. This binds the issuing authority to the terms outlined in this notice unless rebutted within the specified timeframe.

2. Offer and Acceptance:

Your citation constitutes an offer under contract law. This notice self-executing Contract and Security Agreement conditionally accepts your contract OFFER and supplements its terms under U.C.C. § 2-202. Failure to fulfill the new and final terms and conditions within the specified **three (3)**

day timeframe constitutes **silent acquiescence, tacit agreement, and tacit procurement.**

3. Consent to Service by Electronic and Postal Means:

By the doctrine of silent acquiescence and tacit agreement, You/Defendant(s)/Respondent(s) have consented to service of notices, pleadings, and communications via email, and/or USPS Registered Mail, Express Mail, or Certified Mail. Your failure to rebut or object to this service method within the specified timeframe constitutes unequivocal acceptance of service through these means.

IX. Plain Statement of Facts

KNOW ALL MEN BY THESE PRESENT, that I, Kevin: Walker, proceeding *sui juris, In Propria Persona*, by *Special Limited Appearance*, a man upon the land, a follower of the Almighty Supreme Creator, first and foremost and the laws of man when they are not in conflict (Leviticus 18:3, 4) Pursuant to Matthew 5:33 – 37 and James 5:12, let my yea mean yea and my nay be nay, as supported by Federal Public Law 97-280, 96 Stat.1211, depose and say that I, Kevin: Walker over 18 years of age, being competent to testify and having **first hand knowledge** of the facts herein **declare (or certify, verify, affirm, or state)** under penalty of perjury under the laws of the **United States of America** that the following is true and correct, to the best of my understanding and belief, and in good faith:

1. I, Kevin: Walker *proceeding sui juris, In Propria Persona*, by *Special Limited Appearance*, herby state again for the record that I explicitly **reserve all my rights and waive absolutely none**. See U.C.C. § 1-308.
2. I, Kevin: Walker, *proceeding sui juris, In Propria Persona*, by *Special Limited Appearance*, herby invoke *equity and fairness*.
3. Consistent with the **eternal tradition of natural common law, unless I have harmed or violated someone or their property, I have committed no crime; and**

I am therefore **not** subject to any penalty. I act in accordance with the following **U.S. Supreme Court case**: "The individual may stand upon his **constitutional rights** as a citizen. He is entitled to carry on his **private** business in his own way. His power to contract is **unlimited**. He owes no such duty [to submit his books and papers for an examination] to the State, since he receives nothing therefrom, beyond the protection of his life and property. His rights are such as existed by the law of the land [Common Law] **long antecedent to the organization of the State**, and can only be taken from him by due process of law, and in accordance with the Constitution. Among his **rights** are a **refusal to incriminate himself**, and **the immunity of himself and his property from arrest or seizure except under a warrant of the law**. He owes nothing to the public so long as he does not trespass upon their rights." **Hale v. Henkel**, 201 U.S. 43 at 47 (1905).

4. I reserve my **natural common law right not to be compelled to perform under any contract that I did not enter into knowingly, voluntarily, and intentionally**. And furthermore, I do **not** accept the liability associated with the compelled and pretended "benefit" of any hidden or unrevealed contract or commercial agreement. As such, the hidden or unrevealed contracts that supposedly create obligations to perform, for persons of subject status, are inapplicable to me, and are null and void. If I have participated in any of the supposed "benefits" associated with these hidden contracts, I have done so under duress, for lack of any other practical alternative. I may have received such "benefits" but I have not accepted them in a manner that binds me to anything.
5. On **12/05/2022**, GRANT DEED, DOC #2022-0490841, APN: 957-570-005, File No.: 30291 KH, was recorded in Official Records County of Riverside. A copy of said 'GRANT DEED,' is attached hereto as **Exhibit F** and incorporated herein by reference.
6. On **09/27/2024**, GRANT DEED, DOC #2024-0291980, APN: 957-570-005, File No.: 37238 KH, was recorded in Official Records County of Riverside, where the

private trust property is titled to 'WG Private Irrevocable Trust, dated Febraury 7, 2022' (Exhibit E).

7. On 01/17/2025, fraudulent 'TRUSTEE'S DEED UPON SALE' (DOC # 2025-0017386, APN: 957-570-005, TS# 176672) was filed and is therefore void *ab initio*, as the individual executing the *purported* transfer or sale lacked legal or lawful title and authority to do so. A copy of said fraudulent and void *ab initio* 'TRUSTEE'S DEED UPON SALE' is attached hereto as Exhibit G and incorporated herein by reference
8. No lawful transfer or assignment of title has been executed or perfected since the recording of Grant Deed No. [insert number].
9. **Any deed, including but not limited to a Trustee's Deed of Sale**, presently in the possession of You/Respondent(s)/Defendant(s) constitutes a product of **fraud** and is therefore **null** and **void ab initio**, having no legal force or effect.
10. **It remains undisputed that**, You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive* do **NOT** have a valid claim against Claimant(s)/Plaintiff(s).
11. You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, or who you represent **is/are** the **DEBTOR(s)** in this matter.
12. You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, or who you represent is **NOT** the **CREDITOR**, or an **ASSIGNEE** of the **CREDITOR**, in this matter.

13. Affiant and/or Claimant(s)/Plaintiff(s) is/are **NOT** the DEBTOR(s) in this matter.

14. You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, or who you represent are **NOT** the **Real Party in Interest** in this matter.

CONDITIONAL ACCEPTANCE upon proof

15. All statements, claims, offer, terms presented in your **fraudulent, coercive, extortionate**, OFFER titled '3/90 DAY NOTICE TO QUIT' (**Exhibit H**) are **CONDITIONALLY ACCEPTED** (creating a binding counter-offer with new terms) **upon proof** of the following **from You/Defendant(s)/Respondent(s)**:

1. **Upon Proof from You/Defendant(s)/Respondent(s)** that GRANT DEED, DOC #2022-0490841, APN: 957-570-005, File No.: 30291 KH, is **NOT** recorded in Official Records County of Riverside.
2. **Upon Proof from You/Defendant(s)/Respondent(s)** that GRANT DEED, DOC #2024-0291980, APN: 957-570-005, File No.: 37238 KH, is **NOT** recorded in Official Records County of Riverside.
3. **Upon Proof from You/Defendant(s)/Respondent(s)** that UCC1 Filing #2024385925-4 is **NOT** duly filed in the Office of the Secretary of State, State of Nevada.
4. **Upon Proof from You/Defendant(s)/Respondent(s)** that UCC1 Filing #2024385935-1 is **NOT** duly filed in the Office of the Secretary of State, State of Nevada.
5. **Upon Proof from You/Defendant(s)/Respondent(s)** that UCC3 Filing #2024402433-7 is **NOT** duly filed in the Office of the Secretary of State, State of Nevada.

6. Upon Proof from You/Defendant(s)/Respondent(s) that UCC3 Filing #2024411182-7 is NOT duly filed in the Office of the Secretary of State, State of Nevada.
7. Upon Proof from You/Defendant(s)/Respondent(s) that ' fraudulent 'TRUSTEE'S DEED UPON SALE' (DOC # 2025-0017386, APN: 957-570-005, TS# 176672 in your possession is NOT fraudulent and void *ab initio*.
8. Upon Proof from You/Defendant(s)/Respondent(s) demonstrating that it was NOT your duty to investigate and ascertain the true titleholder of the private trust property.
9. Upon Proof of claim from You/Defendant(s)/Respondent(s).

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Executed "*without the United States*" in compliance with 28 USC § 1746.

FURTHER AFFIANT SAYETH NOT.

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

Plaintiffs 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

1 court's jurisdiction. Notable cases emphasize that plaintiffs must demonstrate
2 ownership of notes and mortgages at the time of filing to proceed with foreclosure
3 actions. Failure to do so results in jurisdictional dismissal.

4 **1. Patton v. Diemer**, 35 Ohio St. 3d 68; 518 N.E.2d 941 (1988): "A judgment
5 rendered by a court lacking subject matter jurisdiction is **void ab initio**.
6 Consequently, the authority to vacate a void judgment is not derived from
7 Ohio R. Civ. P. 60(B), but rather constitutes an inherent power possessed by
8 Ohio courts. I see no evidence to the contrary that this would apply to ALL
9 courts."

10 **2. Lebanon Correctional Institution v. Court of Common Pleas**, 35 Ohio St.2d 176
11 (1973): "A party lacks **standing** to invoke the jurisdiction of a court unless he
12 has, in an individual or a representative capacity, some **real interest** in the
13 subject matter of the action."

14 **3. Wells Fargo Bank v. Byrd**, 178 Ohio App.3d 285, 2008-Ohio-4603, 897 N.E.2d
15 722 (2008): "If plaintiff has offered no evidence that it owned the note and
16 mortgage when the complaint was filed, it would not be entitled to judgment as
17 a matter of law."

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

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

28 **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.

- **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."
- **Wells Fargo v. Reyes**, 867 N.Y.S.2d 21 (2008): "Dismissed with prejudice, Fraud on Court & Sanctions. Wells Fargo never owned the Mortgage."
- **Deutsche Bank v. Peabody**, 866 N.Y.S.2d 91 (2008): "EquiFirst, when making the loan, violated Regulation Z of the Federal Truth in Lending Act 15 USC §1601 and the Fair Debt Collections Practices Act 15 USC §1692; 'intentionally created **fraud in the factum**' and withheld from plaintiff 'vital information concerning said debt and all of the matrix involved in making the loan.'"

C. Corporate and Banking Overreach

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

- **Zinc Carbonate Co. v. First National Bank**, 103 Wis. 125, 79 NW 229 (1899): "The doctrine of ultra vires is a most powerful weapon to private corporations within their legitimate spheres and punish them for violations of their corporate charters, and it probably is not invoked too often."
- **Howard & Foster Co. vs. Citizens National Bank**, 133 S.C. 202, 130 S.E. 758 (1926): "It has been settled beyond controversy that a national bank, under Federal law, being limited in its power and capacity, cannot lend its credit by nor guarantee the debt of another. All such contracts being entered into by its officers are ultra vires and not binding upon the corporation."

- **American Express Co. v. Citizens State Bank**, 181 Wis. 172, 194 NW 427 (1923): "Neither, as included in its powers not incidental to them, is it a part of a bank's business to lend its credit."

D. Procedural Requirements and Evidentiary Standards

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

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

E. Contract and Consideration Principles

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

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

1 **X. LEGAL STANDARDS, MAXIMS, AND PRECEDENT**

2 In support of this Affidavit and Notice and Self-Executing Contract and Security
3 Agreement Affiant cites the following established legal standards, legal maxims,
4 precedent, and principles:

- 5 • Where **rights secured by the Constitution** are involved, **there can be no rule**
6 **making or legislation** which would abrogate them." — *Miranda v. Arizona*, 384
7 U.S.
- 8 • "The state **cannot diminish Rights of the people.**" — *Hurtado vs. California*, 110
9 US 516.
- 10 • "When enforcing mere statutes, judges of all courts do not act judicially (and
11 thus are not protected by "qualified" or "limited immunity," - SEE: *Owen v.*
12 *City*, 445 U.S. 662; *Bothke v. Terry*, 713 F2d 1404) - - "but merely act as an
13 extension as an agent for the involved agency – but only in a "ministerial" and
14 not a "discretionary capacity..." *Thompson v. Smith*, 154 S.E. 579, 583; *Keller v.*
15 *P.E.*, 261 US 428; *F.R.C. v. G.E.*, 281, U.S. 464.
- 16 • "Public officials are not immune from suit when they transcend their lawful authority
17 by invading constitutional rights." — *AFLCIO v. Woodward*, 406 F2d 137 t.
- 18 • "Immunity **fosters neglect and breeds irresponsibility** while liability promotes
19 care and caution, which caution and care is owed by the government to its
20 people." (Civil Rights) **Rabon vs Rowen Memorial Hospital, Inc.** 269 N.S. 1, 13,
21 152 SE 1 d 485, 493.
- 22 • "Judges not only can be sued over their official acts, but could be held **liable for**
23 **injunctive and declaratory relief and attorney's fees.**" *Lezama v. Justice Court*,
24 A025829.
- 25 • "Ignorance of the law does not excuse misconduct in anyone, least of all in a
26 sworn officer of the law." *In re McCowan* (1917), 177 C. 93, 170 P. 1100.
- 27 • "All are presumed to know the law." *San Francisco Gas Co. v. Brickwedel* (1882), 62
28 C. 641; *Dore v. Southern Pacific Co.* (1912), 163 C. 182, 124 P. 817; *People v. Flanagan*

(1924), 65 C.A. 268, 223 P. 1014; **Lincoln v. Superior Court** (1928), 95 C.A. 35, 271 P. 1107; **San Francisco Realty Co. v. Linnard** (1929), 98 C.A. 33, 276 P. 368.

- "It is one of the fundamental maxims of the common law that ignorance of the law excuses no one." **Daniels v. Dean** (1905), 2 C.A. 421, 84 P. 332.
- "the people, not the States, are sovereign." — **Chisholm v. Georgia**, 2 Dall. 419, 2 U.S. 419, 1 L.Ed. 440 (1793).
- **ALL ARE EQUAL UNDER THE LAW.** — "No one is above the law".
- **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE EXPRESSED.** — "To lie is to go against the mind."
- **IN COMMERCE TRUTH IS SOVEREIGN.** — Truth is sovereign -- and the Sovereign tells only the truth.
- **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.**
- **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.** — "He who does not deny, admits."
- **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN COMMERCE.** — "There is nothing left to resolve.
- **WORKMAN IS WORTHY OF HIS HIRE.** — "It is against equity for freemen not to have the free disposal of their own property."
- **HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.** — "He who does not repel a wrong when he can occasions it."

XI. RESPONSE DEADLINE: REQUIRED WITHIN THREE (3) DAYS:

A response and/or compensation and/or restitution payment must be received within a deadline of **three (3) days**. At the "**Deadline**" is defined as 5:00 p.m. on the third (3rd) day after your receipt of this affidavit. "**Failure to respond**" is defined as a blank denial, unsupported denial, inapposite denial, such as, "not applicable" or equivalent, statements of counsel and other declarations by third parties that lack first-hand knowledge of the facts, and/or responses lacking verification, all such responses being legally insufficient to controvert the verified

statements herewith. See *Sieb's Hatcheries, Inc* and *Beasley, Supra*. Failure to respond can result in **your acceptance of personal liability** external to qualified immunity and waiver of any decision rights of remedy.

XII. FAILURE TO RESPOND AND/OR PERFORM, REMEDY, AND SETTLEMENT

If You/Defendant(s)/Respondent(s) fail to respond and perform **within three (3) days** of receiving this Affidavit Notice and Self- Executing Contract and Security Agreement and **CONDITIONAL ACCEPTANCE**, with **verified evidence** of the above accompanied by an affidavit, **sworn under the penalty of perjury**, as **required by law**, You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, You/Defendant(s)/Respondent(s) **individually and collectively fully agree** that you must **act in good faith and** accordance with the Law, cease all conspiracy, fraud, identity theft, embezzlement, deprivation under the color of law, extortion, embezzlement, bank fraud, harassment, conspiracy to deprive, and other violations of the law, **and** pay the below mentioned **Five Hundred Thousand Dollar (\$500,000.00)** Restitution and Settlement payment, including costs and fees associated with handling these matters, and the unauthorized use of the KEVIN WALKER and DONNABELLE MORTEL Copyright and Trademark. Also, if applicable, releasing all **special deposit funds, currency**, and/or Credits due to Affiant and/or Complainant(s)/Plaintiff(s).

Furthermore, You/Defendant(s)/Respondent(s) must Record a 'QUITCLAIM DEED' transferring any purported interest to Claimant(s)/Plaintiff(s) and/or tender a 'Rescission of Trustee's Deed of Sale'.

XIII. Five Hundred Thousand (\$500,000.00 USD) Restitution Settlement Payment REQUIRED

Furthermore, if You/Defendant(s)/Respondent(s) fail to respond and perform **within three (3) days** from the date of receipt of this communication by providing verified evidence and proof of the facts and conditions set forth herein, accompanied by affidavits sworn under penalty of perjury as required by law, You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, hereby agree that, within three (3) days of receipt of this contract offer, You/Defendant(s)/Respondent(s) shall issue restitution payment in the total sum certain of **Five Hundred Thousand U.S. Dollars (\$500,000.00 USD)**, which shall become **immediately** due and payable to Claimant(s)/Plaintiff(s).

XIV. One Hundred Million Dollar (\$100,000,000.00 USD) Default Judgement and Lien

If You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, fail to respond and perform **within three (3) days** from the date of receipt of this communication, as contractually required, You/Defendant(s)/Respondent(s) hereby individually and collectively, fully agree, that the entire amount evidenced and itemized in Invoice #MIRINAJDISHONOR25, totaling **One Hundred Million dollars (\$100,000,000.00)**, shall become **immediately** due and payable in full.

Furthermore, if You/Respondent(s)/Defendant(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive* fail to respond and perform **within three (3) days** from the date of receipt of this communication, You/Defendant(s)/Respondent(s), individually and collectively, **admit the statements**

1 and claims by **TACIT PROCURATION**, and completely agree that you/they
2 individually and collectively are guilty of **fraud, theft, embezzlement, larceny, and**
3 **fraudulent misapplication of funds and assets, forgery, and unauthorized use of**
4 **identity, monopolization of trade and commerce, unfair business practices,**
5 **deprivation of rights under the color of law, receiving extortion proceeds, false**
6 **pretenses, extortion, racketeering, bank fraud, fraudulent transportation and**
7 **transfer of stolen goods and securities, unlawful interference, intimidation,**
8 **emotional distress, willful violation of public policy and the Constitution, injury**
9 **and damage to Affiant.**

10 **XV. JUDGEMENT AND COMMERCIAL LIEN**
11 **AUTHORIZATION**

12 Moreover, if You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit,
13 Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ PROPERTIES
14 LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR &
15 ASSOCIATES, *Does 1-100 Inclusive*, fail to respond **within three (3) days** from the
16 date of receipt of this communication, you/they **individually and collectively,**
17 **fully and unequivocally Decree, Accept, fully Authorize (in accord with UCC**
18 **section 9), indorse, support, and advocate for a judgement, and/or SUMMARY**
19 **JUDGEMENT, and/or commercial lien of One Hundred Million Dollars**
20 **(\$100,000,000.00) against** You/Defendant(s)/Respondent(s), Naji: Doumit, Mary:
21 Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARINAJ
22 PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE
23 O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, in favor of, Claimant(s)/
24 Plaintiff(s), and/or their lawfully designated ASSIGNEE(S).

25 **Finally, If You/Respondent(s)/Defendant(s), fail to respond within three (3)**
26 **days from the date of receipt of this communication, You/Defendant(s)/**
27 **Respondent(s) *individually and collectively*, EXPRESSLY, FULLY, and**
28 **unequivocally Authorize, indorse, support and advocate for** Claimant(s)/

Plaintiff(s), and/or their lawfully designated ASSIGNEE(S) to formally notify the Department of Treasury, and Internal Revenue Service, and the respective Congress Representative, U.S. Attorney General, and/or any person, individual, legal fiction, and/or person, or *ens legis* Affiant deems necessary, including but not limited to submitting the requisite form(s) 1099-A, 1099-OID, 1099-C, 1096, 1040, 1041, 1041-V, 1040-V, 3949-A, with the **One Hundred Million Dollars (\$100,000,000.00 USD)** as the **income to You/Defendant(s)/Respondent(s) and lost revenue and/or income** to Affiant, and/or Claimant(s)/Plaintiff(s), and/or their lawfully designated ASSIGNEE(S).

XVI. SUMMARY JUDGEMENT, U.C.C. 3-505 PRESUMED DISHONOR

Said income is **to be assessed and claimed as income** by/to You/Defendant(s)/Respondent(s), and/or by **filing a lawsuit** followed by a DEMAND or similar for **SUMMARY JUDGEMENT** as **a matter of law**, in accordance with **California Code of Civil Procedure § 437c(c)** and **Federal Rule of Civil Procedure 56(a)**, and/or executing an Affidavit Certificate of Non-Response, Dishonor, Judgement, and **Lien Authorization**, in accordance with **U.C.C. § 3-505**, and/or issue an ORDER TO PAY or BILL OF EXCHANGE to the U.S. Treasury and IRS, said sum certain of **One Hundred Million (\$100,000,000.00)**, for **immediate credit** to Affiant, and/or Claimant(s)/Plaintiff(s), and/or their lawfully designated ASSIGNEE(S), with this Self-Executing Contract and Security Agreement servings as **prima facie evidence** of You/Respondent(s)/Defendant(s)'s **Verified INDEBTEDNESS** to Affiant, and/or Claimant(s)/Plaintiff(s), and/or their lawfully designated ASSIGNEE(S).

Should it be deemed necessary, the Claimant(s)/Plaintiff(s) are **fully Authorized (in accord with U.C.C § 9-509)** to file a UCC commercial **LIEN** and/or **UCC1 Financing Statement** to perfect interest and/or secure full satisfaction of the adjudged sum of **One Hundred Million Dollars (\$100,000,000.00)**.

1 **XVII. ESTOPPEL BY ACQUIESCENCE:**

2 If the addressee(s) or an intended recipient of this notice fail to respond
3 addressing **each point, on a point by point basis, they individually and**
4 **collectively accept all of the statements, declaration, stipulations, facts, and**
5 **claims as TRUTH and fact by TACIT PROCURATION, all issues are deemed**
6 **settled *RES JUDICATA*, *STARE DECISIS* and by *COLLATERAL ESTOPPEL*. You**
7 **may not argue, controvert, or otherwise protest the finality of the administrative**
8 **findings in any subsequent process, whether administrative or judicial. (See Black's**
9 **Law Dictionary 6th Ed. for any terms you do not "*understand*").**

10 **Your failure to completely answer and respond will result in your agreeing**
11 **not to argue, controvert or otherwise protest the finality of the administrative**
12 **findings in any process, whether administrative or judicial, as certified by**
13 **Notary or Witness Acceptor in an Affidavit Certificate of Non Response and/or**
14 **Judgement, or similar.**

15 Should YOU fail to respond, provide partial, unsworn, or incomplete
16 answers, such are not acceptable to me or to any court of law. See, *Sieb's*
17 *Hatcheries, Inc. v. Lindley*, 13 F.R.D. 113 (1952), "Defendant(s) made no request for
18 an extension of time in which to answer the request for admission of facts and filed
19 only an unsworn response within the time permitted," thus, under the specific
20 provisions of Ark. and Fed. R. Civ. P. 36, the facts in question were **deemed**
21 **admitted as true. Failure to answer is well established in the court. *Beasley v. U.***
22 *S.*, 81 F. Supp. 518 (1948), "I, therefore, hold that the requests **will be considered as**
23 **having been admitted.**" Also as previously referenced, "Statements of fact
24 contained in affidavits which are **not** rebutted by the opposing party's affidavit or
25 **pleadings may be accepted as **true** by the trial court."** --Winsett v. Donaldson, 244
26 N.W.2d 355 (Mich. 1976).

27 //

28 //

Invoice #MIRINAJDISHONOR25

INVOICE and/or TRUE BILL

Dear Valued Defendant(s), Respondent(s), Customer(s), Fiduciary(ies), Agent(s), and/or DEBTOR(S):

It has come to OUR attention that you are deemed guilty of multiple felony crimes, violations of U.S. Code, U.C.C, the Constitution, and the law. You have or currently still are threatening, extorting, depriving, coercing, damaging, injuring, and causing irreparable physical, mental, emotional, and financial harm to Claimants/Plaintiffs, TMKEVIN WALKER© ESTATE, TMDONNABELLE MORTEL© ESTATE, and its/their beneficiary(ies), and their Fiduciary(ies), Trustee(s), Executor(s), Agent(s), and Representatives. You remain in default, dishonor, and have an outstanding past due balance due immediately, to wit:

1.	18 U.S. Code § 1341 - Frauds and swindle :	<u>\$1,000,000.00</u>
2.	18 U.S. Code § 4 - Misprision of felony	<u>\$1,000,000.00</u>
3.	Professional and personal fees and costs associated with preparing documents for this matter:	\$1,000,000.00
4.	15 U.S. Code § 2 - Monopolizing trade a felony; penalty:	\$1,000,000.00
5.	18 U.S. Code § 241 - Conspiracy against rights:	\$1,000,000.00
6.	18 U.S. Code § 242 - Deprivation of rights under color of law:	\$1,000,000.00
7.	18 U.S. Code § 1344 - Bank fraud: (fine and/or up to 30 years imprisonment)	\$1,000,000.00
8.	15 U.S. Code § 1122 - Liability of United States and States, and instrumentalities and officials thereof:	pending
9.	15 U.S. Code § 1 - Trusts, etc., in restraint of trade illegal; penalty (fine and/or up to 10 years imprisonment):	\$1,000,000.00
10.	18 U.S. Code § 1951 - Interference with commerce by threats or violence (fine and/or up to 20 years imprisonment):	\$30,000,000.00
11.	Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and internationally protected persons:	\$1,000,000.00
12.	18 U.S. Code § 878 - Threats and extortion against foreign officials, official guests, or internationally protected persons (fine and/or up to 20 years imprisonment):	\$1,000,000.00
13.	18 U.S. Code § 880 - Receiving the proceeds of extortion (fine and/or up to 3 years imprisonment):	\$10,000,000.00
15.	Fraud, conspiracy, obstruction, identity theft, extortion, bad faith actions, treason, monopolization of trade and commerce, bank fraud, threats, coercion, identity theft, mental trauma, emotional anguish and trauma, embezzlement, larceny, felony crimes, loss of time and thus enjoyable life, deprivation of rights under the color of law harassment, Waring against the Constitution, injury and damage:	\$50,000,000.00

Total Due: \$100,000,000.00 USD

Good Faith Discount: \$99,500,000.00 USD

Total Due by 03/18/2025: \$500,000.00 USD

Total Due after 03/18/2025: \$100,000,000.00 USD

EXHIBITS/ATTACHMENTS:

1. **Exhibit A:** UCC1 filing #2024385925-4.
2. **Exhibit B:** UCC1 filing #2024385935-1.
3. **Exhibit C:** UCC3 filing and NOTICE #2024402433-7.
4. **Exhibit D:** UCC3 filing and NOTICE #2024411182-7.
5. **Exhibit E:** GRANT DEED recorded in Official Records County of Riverside, DOC #2024-0291980, APN: 957-570-005, File No.: 37238 KH, where the private trust property is titled to 'WG Private Irrevocable Trust, dated Febraury 7, 2022'
6. **Exhibit F:** GRANT DEED, DOC #2022-0490841, APN: 957-570-005, File No.: 30291 KH, recorded in Official Records County of Riverside.
7. **Exhibit G:** fraudulent 'TRUSTEE'S DEED UPON SALE' (DOC # 2025-0017386, APN: 957-570-005, TS# 176672) was filed and is therefore **void ab initio**
8. **Exhibit H:** OFFER titled '3/90 DAY NOTICE TO QUIT'
9. **Exhibit I:** 'Affidavit: Power of Attorney In Fact'
10. **Exhibit J:** Trademark and Copyright Contract Agreement for TMKEVIN WALKER©.
11. **Exhibit K:** Trademark and Copyright Contract Agreement for TMDONNABELLE MORTEL©.
12. **Exhibit L:** Self-Executing Contract Security Agreement #EI988807156US — Dated: 02/08/2025 (AFFIDAVIT and Plain Statement of Facts: NOTICE OF CONDITIONAL ACCEPTANCE AND NOTICE OF CLAIM, FRAUD, EXTORTION, COERCION, SLANDER OF TITLE, RACKETEERING, CONSPIRACY, DEED AND TITLE FRAUD, INJURY AND DAMAGE.
13. **Exhibit M:** Self-Executing Contract Security Agreement #RF775822865US — Dated: 02/14/2025 (AFFIDAVIT and Plain Statement of Facts: NOTICE OF DEFAULT AND NOTICE OF CLAIM, FRAUD, EXTORTION, COERCION, SLANDER OF TITLE, RACKETEERING, CONSPIRACY, DEED AND TITLE FRAUD, INJURY AND DAMAGE.

WORDS DEFINED GLOSSARY OF TERMS:

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

1. **Attorney:** Strictly, one who is designated to transact business for another; a legal agent. — Also termed attorney-in-fact; private attorney. 2. A person who practices law; LAWYER. Also termed (in sense 2) attorney-at-law; public attorney. A person who is appointed by another and has authority to act on behalf of another. *See also* POWER OF ATTORNEY. *See*, Black's Law Dictionary 8th Edition, pages 392-393, Oxford Dictionary or Law, 5th Edition, page 38, American Bar Association's website.
2. **Attorney-in-fact:** A private attorney authorized by another to act in his place and stead, either for some particular purpose, as to do a particular act, or for the transaction of business in general, not of a legal character. This authority is conferred by an instrument in writing, called a "letter of attorney," or more commonly a "power of attorney." A person to whom the authority of another, who is called the constituent, is by him lawfully delegated. The term is employed to designate persons who are under special agency, or a special letter of attorney, so that they are appointed in *factum*, for the deed, or special act to be performed; but in a more extended sense it includes all other agents employed in any business, or to do any act or acts in pais for another. Bacon, Abr. Attorney; Story, Ag. § 25. All persons who are capable of acting for themselves, and even those who are disqualified from acting in their own capacity, if they have sufficient understanding, as infants of proper age, and femmes coverts, may act as attorney of other. The person named in a power of attorney to act on your behalf is commonly referred to as your "agent" or "attorney-in-fact." With a valid power of attorney, your agent can take any action permitted in the document. — See Bouvier's Law Dictionary, volumes 1, 2, and 3, page 282, Blacks Law Dictionary 1, 2nd, 8th, pages 105, 103, and 392

1 respectively, and the American Bar Association's website on 'Power of
2 Attorney' and 'Attorney-In-Fact'

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

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

26 5. **person:** Term may include artificial beings, as corporations. The term means an individual,
27 corporation, business trust, estate, trust, partnership, limited liability company, association,
28 joint venture, government, governmental subdivision, agency, or instrumentality, public

corporation, or any other legal or commercial entity. The term "person" shall be construed to mean and include an individual, a trust, estate, partnership, association, company or corporation. **The term "person" means a natural person or an organization. -Artificial persons.** Such as are created and devised by law for the purposes of society and government, called "corporations" or bodies politic." **-Natural persons.** Such as are formed by nature, as distinguished from artificial persons, or corporations. **-Private person.** An individual who is not the incumbent of an office. Persons are divided by law into natural and **artificial**. Natural persons are such as the God of nature formed us; **artificial** are such as are created and devised by **human laws**, for the purposes of society and government, which are called "corporations" or "bodies politic." — See Uniform Commercial Code (UCC) § 1-201, Black's Law Dictionary 1st, 2nd, and 4th edition pages 892, 895, and 1299, respectively, 27 Code of Federal Regulations (CFR) § 72.11 - Meaning of terms, and 26 United States Code (U.S. Code) § 7701 - Definitions.

6. **bank:** a **person** engaged in the business of banking and includes a savings bank, savings and loan association, credit union, and **trust company**. The terms "banks", "national bank", "national banking association", "member bank", "board", "district", and "reserve bank" shall have the meanings assigned to them in section 221 of this title. An institution, of great value in the commercial world, empowered to receive deposits of money, to make loans. and to issue its promissory notes, (designed to circulate as money, and commonly called "bank-notes" or "bank-bills") or to perform any one or more of these functions. The term "bank" is usually restricted in its application to an incorporated body; while a **private individual** making it his business to conduct banking operations is denominated a "banker." Banks in a commercial sense are of three kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation. Strictly speaking, the term "bank" implies a place for the deposit of money, as that is the most obvious purpose of such an institution. — See, UCC 1-201, 4-105, 12 U.S. Code § 221a, Black's Law Dictionary 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117, 183-184, 139-140, and 437-439.
7. **discharge:** To cancel or unloose the obligation of a contract; to make an agreement or contract null and inoperative. Its principal species are rescission, release, accord and satisfaction, performance, judgement, composition, bankruptcy, merger. As applied to demands claims,

right of action, incumbrances, etc., to discharge the debt or claim is to extinguish it, to annul its obligatory force, to satisfy it. And here also the term is generic; thus a dent , a mortgage. As a noun, the word means the act or instrument by which the binding force of a contract is terminated, irrespective of whether the contract is carried out to the full extent contemplated (in which case the discharge is the result of performance) or is broken off before complete execution. See, Blacks Law Dictionary 1st, page.

8. **pay:** To *discharge* a debt; to deliver to a creditor the value of a debt, either in money or in goods, for his acceptance. To pay is to deliver to a creditor the value of a debt, either in money or In goods, for his acceptance, by which the debt is discharged. See Blacks Law Dictionary 1st, 2nd, and 3rd edition, pages 880, 883, and 1339 respectively.

9. **payment:** The performance of a duty, promise, or obligation, or discharge of a debt or liability. by the delivery of money or other value. Also the money or thing so delivered. Performance of an obligation by the delivery of money or some other valuable thing accepted in partial or full discharge of the obligation. [Cases: Payment 1. C.J.S. Payment § 2.] 2. The money or other valuable thing so delivered in satisfaction of an obligation. See Blacks Law Dictionary 1st and 8th edition, pages 880-811 and 3576-3577, respectively.

10. **may:** An auxiliary verb qualifying the meaning of another verb by expressing ability, competency, liberty, permission, probability or contingency. — Regardless of the instrument, however, whether constitution, statute, deed, contract or whatnot, courts not infrequently construe "may" as "shall" or "must". — See Black's Law Dictionary, 4th Edition page 1131.

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

12. **national:** "foreign government", "foreign official", "internationally protected person", "international organization", "national of the United States", "official guest," and/or "non-citizen national." They all have the same meaning. See

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

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

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

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

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

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I competent, over the age of eighteen years, and not a party to the within action. My mailing address is the Walkernova Group, care of: 30650 Rancho California Road suite #406-251, Temecula, California [92591]. On March 14, 2025, I served the within documents:

1. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE, AND NOTICE OF CLAIM, FRAUD, EXTORTION, COERCION, SLANDER OF TITLE, RACKETEERING, CONSPIRACY, DEED AND TITLE FRAUD, INJURY AND DAMAGE.

2. Exhibit A through M.

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.

Bary Lee O'Connor
C/o BARRY LEE O'CONNOR
3691 Adams Street
Riverside, California [92504]
Express Mail #RF775823755US

Naji Doumit, Mary Doumit
C/o NAJI DOUMIT, MIRAJ PROPERTIES LLC
1130 South Tamarisk Drive

Anaheim, California [92807]
Registered Mail #RF775823764US

On March 14, 2025, I served the within documents 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.

Bary Lee O'Connor
C/o BARRY LEE O'CONNOR
3691 Adams Street
Riverside, California [92504]
udlaw2@aol.com

Naji Doumit, Mary Doumit
C/o NAJI DOUMIT, MIRAJ PROPERTIES LLC
1130 South Tamarisk Drive
Anaheim, California [92807]
louisatoui3@yahoo.com
udlaw2@aol.com
najidoumit@gmail.com

I declare under penalty of perjury under the laws of the State of California
that the above is true and correct. Executed on March 14, 2025 in Riverside County,
California.

/s/Corey Walker/
Corey Walker

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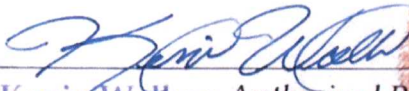
COMMERCIAL OATH AND VERIFICATION:

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

I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding
in good faith being of sound mind states that the facts contained herein are true,
correct, complete and not misleading to the best of Affiant's knowledge and belief
under penalty of International Commercial Law and state this to be HIS Affidavit of

1 Truth regarding same signed and sealed this 14TH day of MARCH in the year of
2 Our Lord two thousand and twenty five:

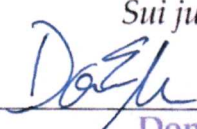
3 proceeding sui juris, In Propria Persona, by *Special Limited Appearance*,
4 **All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.**

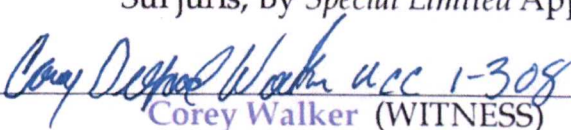
5 By: 
6 **Kevin Walker**, Authorized Representative,
7 Attorney-In-Fact, Secured Party, Executor, national, private bank(er)

8 //

9 //

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

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

18 Sui juris, By *Special Limited Appearance*,
19 By: 
20 **Corey Walker** (WITNESS)

21 //

22 //

23 //

24 //

25 //

26 **NOTICE:**

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

IURAT:

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.

Subscribed and sworn to (or affirmed) before me on this 14th day of March, 2025, by Kevin Walker, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

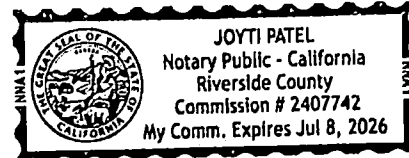
Joyti Patel,

print

Notary public

Joyti Patel

Seal:



-Exhibit J-

From Claimants/Plaintiffs: Kevin: Walker, *sui juris, In Propria Persona.*
Executor, Authorized Representative, Secured Party, Master Beneficiary.

™KEVIN WALKER© ESTATE, ™DONNABELLE MORTEL© ESTATE,
™KEVIN WALKER© IRR TRUST, ™WG EXPRESS TRUST©

c/o 30650 Rancho California Road #406-251

Temecula, California [92591]

non-domestic *without* the United States

team@walkernovagroup.com

*** NOTICE TO AGENT IS NOTICE TO PRINCIPAL ***
*** NOTICE TO PRINCIPAL IS NOTICE TO AGENT ***

*** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT ***

To/Defendant(s)/Respondent(s): Barry-Lee: O'Connor

C/o BARRY LEE O'CONNOR

3691 Adams Street

Riverside, California [92504]

Registered Mail #RF775824288US

To/Defendant(s)/Respondent(s): Naji Doumit and Mary Doumit

C/o NAJI DOUMIT, MARINAJ PROPERTIES LLC

1130 South Tamarisk Drive

Anaheim, California [92807]

Registered Mail #RF775824291US

RE: Title and Ownership of: 31990 Pasos Place, Temecula, California

AFFIDAVIT and Plain Statement of Facts

AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE, DEFAULT, and JUDGEMENT, and LIEN AUTHORIZATION.

Kevin: Walker, ™KEVIN WALKER© ESTATE, ™DONNABELLE MORTEL© ESTATE, ™KEVIN WALKER© IRR TRUST, ™WG EXPRESS TRUST©,

Claimant(s)/Plaintiff(s),

vs.

Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARY DOUMIT, DANIEL DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, Does 1-100 Inclusive,

Defendant(s)/Respondent(s).

CASE NO.:

1. **AFFIDAVIT CERTIFICATE OF DISHONOR, NON-RESPONSE, AND DEFAULT**
2. **FRAUD**
3. **THEFT, EMBEZZLEMENT, AND FRAUDULENT MISAPPLICATION OF FUNDS AND ASSETS**
4. **FRAUD, FORGERY, AND UNAUTHORIZED USE OF IDENTITY**
5. **MONOPOLIZATION OF TRADE AND COMMERCE, AND UNFAIR BUSINESS PRACTICES**
6. **DEPRIVATION OF RIGHTS UNDER COLOR OF LAW**
7. **RECEIVING EXTORTION PROCEEDS**
8. **FALSE PRETENSES AND FRAUD**
9. **EXTORTION**
10. **RACKETEERING**
11. **BANK FRAUD**
12. **FRAUDULENT TRANSPORTATION AND TRANSFER OF STOLEN GOODS AND SECURITIES**
13. **UNLAWFUL INTERFERENCE, INTIMIDATION, EXTORTION, AND EMOTIONAL DISTRESS**
14. **CONSIDERED AND STIPULATED ONE HUNDRED MILLION DOLLAR (\$100,000,000.00) JUDGEMENT AND LIEN.**

AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE, DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION.

KNOW ALL MEN BY THESE PRESENTS, that on this day, before me, a
Notary Public, personally came by *Special Limited Appearance, sui juris, In Propria*

1 *Persona*, Kevin: Walker, a living soul, natural, freeborn Sovereign, state Citizen of
2 California and the republic in its De'jure capacity as one of the several states of the
3 Union 1789. This incidentally makes him a national American of the republic as per
4 the De'Jure Constitution for the united states 1777/1789.

5 Kevin, proceeding *sui juris*, *In Propria Persona*, by *Special Limited*
6 *Appearance*, and is herein referred to as 'Affiant,' is over 18 years of age, competent
7 to testify and has first hand knowledge of the facts herein. Affiant declared (or
8 certified, verified, affirmed, or stated) under penalty of perjury under the laws of
9 the United States of America that the following is true and correct, to the best of
10 Affiants' understanding and belief, and in good faith:

11 1. As of March 22, 2025, Affiant has not received a valid, point for point, written response
12 to the document(s) mailed to the person(s) named below. The document(s) mailed and
13 the mail and delivery date(s) was are:

14 (1) Document: AFFIDAVIT and Plain Statement of Facts: NOTICE OF
15 CONDITIONAL ACCEPTANCE AND NOTICE OF CLAIM, FRAUD,
16 EXTORTION, COERCION, SLANDER OF TITLE, RACKETEERING,
17 CONSPIRACY, DEED AND TITLE FRAUD, INJURY AND DAMAGE.

18 To/Defendant(s)/Respondent(s): Barry-Lee: O'Connor
19 C/o BARRY LEE O'CONNOR
3691 Adams Street
Riverside, California [92504]
20 Express Mail #EI988807156US

To/Defendant(s)/Respondent(s): Naji Doumit and
Mary Doumit
C/o NAJI DOUMIT, MARINAJ PROPERTIES LLC
1130 South Tamarisk Drive
Anaheim, California [92807]
Registered Mail #RF775821012US

21 (2) Document: AFFIDAVIT and Plain Statement of Facts: NOTICE OF
22 DEFAULT AND NOTICE OF CLAIM, FRAUD, EXTORTION, COERCION,
23 SLANDER OF TITLE, RACKETEERING, CONSPIRACY, DEED AND TITLE
24 FRAUD, INJURY AND DAMAGE.

25 To/Defendant(s)/Respondent(s): Barry-Lee: O'Connor
26 C/o BARRY LEE O'CONNOR
3691 Adams Street
Riverside, California [92504]
27 Registered Mail #RF775822865US

To/Defendant(s)/Respondent(s): Naji Doumit and
Mary Doumit
C/o NAJI DOUMIT, MARINAJ PROPERTIES LLC
1130 South Tamarisk Drive
Anaheim, California [92807]
Registered Mail #RF775822874US

(3) **Document: AFFIDAVIT and Plain Statement of Facts:** NOTICE OF
DEFAULT AND OPPORTUNITY TO CURE, AND NOTICE OF CLAIM,
FRAUD, EXTORTION, COERCION, SLANDER OF TITLE, RACKETEERING,
CONSPIRACY, DEED AND TITLE FRAUD, INJURY AND DAMAGE.

To/Defendant(s)/Respondent(s): Barry-Lee: O'Connor
C/o BARRY LEE O'CONNOR
3691 Adams Street
Riverside, California [92504]
Registered Mail #RF775823755US

To/Defendant(s)/Respondent(s): Naji Doumit and
Mary Doumit
C/o NAJI DOUMIT, MARINAJ PROPERTIES LLC
1130 South Tamarisk Drive
Anaheim, California [92807]
Registered Mail #RF775823764US

2. As of **March 22, 2025**, Affiant is **not** in possession of a response from respondent(s) addressing each point on the affidavits sent, **sworn under the penalty of perjury, as required** by contract law, principles, and legal maxims.
3. Respondent(s) [**"}individually and collectively admit** the statements and claims by TACIT PROCURATION, **all issues** are deemed settled RES JUDICATA, STARE DECISIS and by COLLATERAL ESTOPPEL["].
4. Respondent(s), individually and collectively, admit to the statements and claims by TACIT PROCURATION, fully agreeing that they are deemed guilty of fraud, racketeering, identity theft, treason, breach of trust and fiduciary duties, extortion, coercion, deprivation of rights under the color of law, conspiracy to deprive of rights under the color of law, monopolization of trade and commerce, forced peonage, obstruction of enforcement, extortion of a national/internationally protected person, false imprisonment, torture, creating trusts in restraint of trade, dereliction of fiduciary duties, bank fraud, breach of trust, treason, tax evasion, bad faith actions, dishonor, injury, and damage to Affiant and/or Complainant(s)/Plaintiff(s).
5. Furthermore, Respondent(s) individually and collectively fully agree that this **Affidavit and all previously submitted Affidavits constitute prima facie evidence** of these violations and serve as proof of claim. As established in **United States v. Kis, 658 F.2d 526 (7th Cir. 1981):**

1 "Appellee had the burden of first proving its prima facie case and could do
2 so by affidavit or other evidence."

3 6. Accordingly, Respondents' failure to rebut constitutes **conclusive admission and**
4 **agreement** to all claims asserted herein

5 7. You/Defendant(s)/Respondent(s) individually and collectively, fully agree that
6 INVOICE and/or TRUE BILL #MIRINAJDISHONOR25 accurately represents
7 their indebtedness of to Affiant, and/or Complainant(s)/Plaintiff(s).

8 8. You/Respondent(s)/Defendant(s) individually and collectively, fully agree that
9 You or who you/they represent **is/are the DEBTOR(S) in this matter.**

10 9. You/Defendant(s)/Respondent(s) individually and collectively, fully agree that You and/
11 or who you represent **has/have been paid in full** for the "contract" in question.

12 10. You/Defendant(s)/Respondent(s) individually and collectively, fully agree that You/
13 Defendant(s)/Respondent(s) is/are **not** the CREDITOR, or an ASSIGNEE of the
14 CREDITOR, in this matter.

15 11. Consistent with the **eternal tradition of natural common law, unless I have**
16 **harmed or violated someone or their property, I have committed no crime;** and
17 I am therefore **not** subject to any penalty. I act in accordance with the following
18 **U.S. Supreme Court case:** "The individual may stand upon his **constitutional**
19 **rights** as a citizen. He is entitled to carry on his **private** business in his own way.
20 **His power to contract is unlimited.** He owes no such duty [to submit his books
21 and papers for an examination] to the State, since he receives nothing therefrom,
22 beyond the protection of his life and property. His rights are such as existed by
23 the law of the land [Common Law] **long antecedent to the organization of the**
24 **State**, and can only be taken from him by due process of law, and in accordance
25 with the Constitution. Among his **rights** are a **refusal to incriminate himself,**
26 **and the immunity of himself and his property from arrest or seizure except**
27 **under a warrant of the law.** He owes nothing to the public so long as he does not
28 trespass upon their rights." — **Hale v. Henkel**, 201 U.S. 43 at 47 (1905).

NO QUALIFIED OR LIMITED IMMUNITY

12. "When enforcing mere statutes, judges of all courts do not act judicially (and thus are not protected by "qualified" or "limited immunity," - SEE: Owen v. City, 445 U.S. 662; Bothke v. Terry, 713 F2d 1404) - - "but merely act as an extension as an agent for the involved agency -- but only in a "ministerial" and not a "discretionary capacity..." Thompson v. Smith, 154 S.E. 579, 583; Keller v. P.E., 261 US 428; F.R.C. v. G.E., 281, U.S. 464.
13. "Public officials are not immune from suit when they transcend their lawful authority by invading constitutional **rights**." — AFLCIO v. Woodward, 406 F2d 137 t.
14. "Immunity **fosters neglect and breeds irresponsibility** while liability promotes care and caution, which caution and care is owed by the government to its people." (Civil Rights) **Rabon vs Rowen Memorial Hospital, Inc.** 269 N.S. 1, 13, 152 SE 1 d 485, 493.
15. "Judges not only can be sued over their official acts, but could be held **liable for injunctive and declaratory relief and attorney's fees**." **Lezama v. Justice Court**, A025829.
16. "Ignorance of the law does not excuse misconduct in anyone, least of all in a sworn officer of the law." **In re McCowan** (1917), 177 C. 93, 170 P. 1100.
17. "All are presumed to know the law." **San Francisco Gas Co. v. Brickwedel** (1882), 62 C. 641; **Dore v. Southern Pacific Co.** (1912), 163 C. 182, 124 P. 817; **People v. Flanagan** (1924), 65 C.A. 268, 223 P. 1014; **Lincoln v. Superior Court** (1928), 95 C.A. 35, 271 P. 1107; **San Francisco Realty Co. v. Linnard** (1929), 98 C.A. 33, 276 P. 368.
18. "It is one of the fundamental maxims of the common law that ignorance of the law excuses no one." **Daniels v. Dean** (1905), 2 C.A. 421, 84 P. 332.
19. "the people, not the States, are sovereign." — **Chisholm v. Georgia**, 2 Dall. 419, 2 U.S. 419, 1 L.Ed. 440 (1793).

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

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

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

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

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

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

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

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

Executed "without the United States" in compliance with 28 USC § 1746.

FURTHER AFFIANT SAYETH NOT.

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I. Some Relevant U.C.C. Sections and Application

1. U.C.C. § 1-308 - Reservation of Rights:

This section ensures that acceptance of an offer under duress or coercion does not waive any rights or defenses. By invoking U.C.C. § 1-308, Claimant(s)/ Complainant(s)/ Plaintiff(s). asserts that any compliance with your offer is made with *explicit reservation of rights*, preserving all legal remedies.

1 **2. U.C.C. § 2-204 – Formation in General:**

2 This section establishes that a contract can be formed in any manner sufficient
3 to show agreement, including conduct. By issuing the citation (an implied offer
4 to contract), You/Defendant(s)/Respondent(s), have initiated a contractual
5 relationship, which has been conditionally accepted with **new terms herein**.

6 **3. U.C.C. § 2-206 – Offer and Acceptance in Formation of Contract:**

7 Under this section, an offer can be accepted in any reasonable manner. By
8 conditionally accepting the citation and dispatching this notice via USPS Certified,
9 Registered, and/or Express mail, Claimant(s)/Complainant(s)/Plaintiff(s) has/have
10 created a binding contract agreement and obligation which You/Defendant(s)/
11 Respondent(s) are contractually bound and obligated to.

12 **4. U.C.C. § 2-202 – Final Written Expression:**

13 This provision ensures that the terms of this conditional acceptance
14 supplement the original terms of the citation. By including these
15 conditions, the issuing authority is bound to provide proof of their
16 validity, failing which the conditional acceptance will be expressly
17 stipulated as the **final** agreement.

18 **5. U.C.C. § 1-103 – Supplementary General Principles of Law Applicable:**

19 This section allows common law principles to supplement the UCC.
20 Under the doctrine of **equity** and **fair dealing**, failure to provide the
21 requested proof constitutes bad faith and silent acquiescence, tacit
22 agreement, and tacit procurement to all of the the **fact and terms stipulated** in
23 this Affidavit Notice and Self-Executing Contract and Security Agreement.

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

25 Under U.C.C. § 3-505, an *unrebutted* **Affidavit of Default, Dishonor, and Non-**
26 **Response** creates a **presumption of dishonor** against the defaulting party.
27 **Subsection (a)** states that certain documents are admissible as evidence and
28 create a **presumption of dishonor**, including:

- 1 **1. A document regular in form** that certifies dishonor, such as a **notarized**
- 2 **affidavit.**
- 3 **2. A writing or stamp** from a relevant authority confirming non-acceptance
- 4 or non-payment.
- 5 **3. A record from a financial institution or other official entity** proving
- 6 dishonor.
- 7 • **Subsection (b)** confirms that a **protest of dishonor may be made by a**
- 8 **notary public or other authorized official, further strengthening the**
- 9 **validity and enforceability of the affidavit as prima facie evidence of**
- 10 **dishonor.**

11 **Application:**

12 By failing to lawfully rebut or respond, **Defendant(s)/Respondent(s)** are

13 **presumed in dishonor**, and Plaintiffs' claims are **legally established as true**

14 **and enforceable.** The *unrebutted* affidavit serves as self-executing proof that

15 Respondents/Defendants have defaulted and **must now perform according to**

16 **the binding contract agreement and security instrument.**

17 **II. Legal and Procedural Basis**

18 **1. Mailbox/Postal Rule:**

19 Under the mailbox rule, this notice of conditional acceptance is effective and

20 considered **accepted** by You/Defendant(s)/Respondent(s) upon dispatch via

21 the respective Registered, Certified, and/or Express mail number. The

22 agreement becomes **binding** when the notice is sent, not when received. This

23 binds the issuing authority to the terms outlined in this notice unless rebutted

24 within the specified timeframe.

25 **2. Offer and Acceptance:**

26 Your citation constitutes an offer under contract law. This notice self-

27 executing Contract and Security Agreement conditionally accepts your

28 contract OFFER and supplements its terms under U.C.C. § 2-202. Failure to

fulfill the new and final terms and conditions within the specified **three (3) day** timeframe constitutes **silent acquiescence, tacit agreement, and tacit procuration**.

3. Consent to Service by Electronic and Postal Means:

By the doctrine of silent acquiescence and tacit agreement, You/Defendant(s)/Respondent(s) have consented to service of notices, pleadings, and communications via email, and/or USPS Registered Mail, Express Mail, or Certified Mail. Your failure to rebut or object to this service method within the specified timeframe constitutes unequivocal acceptance of service through these means.

III. 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 receipt by the intended party, further solidifying the evidentiary weight of proper mailing.
3. **NLRB v. Local Union No. 103, 434 U.S. 335 (1978)** – The Court established that a return receipt provides sufficient proof of service unless rebutted with clear and convincing evidence to the contrary.

- 1 **4. Federal Rules of Evidence (FRE) Rule 301** – Under this rule, a presumption exists that
- 2 a properly mailed document is received by the intended recipient, shifting the burden
- 3 of proof to the recipient to disprove delivery.
- 4 **5. 39 U.S.C. § 3009** – Governs the legality and evidentiary weight of Registered Mail,
- 5 affirming that mailing with proof of delivery (e.g., Form 3811) is legally sufficient
- 6 evidence of receipt.
- 7 **6. 26 U.S.C. § 7502** – This statute explicitly states that the date of mailing is deemed the
- 8 date of filing or receipt when Registered Mail is used, providing strong evidentiary
- 9 support for the timely delivery and legal effect of mailed documents.

10 **Application of the Mailbox Rule**

11 The **Mailbox Rule** dictates that once a document is properly addressed, stamped,

12 and deposited with the postal service, **it is presumed delivered and received by**

13 **the addressee**. Courts have repeatedly upheld this principle, ensuring that a party

14 cannot simply deny receipt to evade legal responsibility. When **Registered Mail**

15 **with return receipt requested** is used, the proof of mailing is further reinforced by

16 **the signed receipt**, making rebuttal even more difficult

17 **IV. Legal Presumption of Delivery and Evidentiary Weight**

18 Based on established case law and statutory authority, **Registered Mail with return**

19 **receipt requested (Form 3811)** serves as **prima facie evidence of delivery** and

20 creates a strong presumption of receipt by the intended party. Under **U.S. v.**

21 **Bowen, Hagner v. United States, and NLRB v. Local Union No. 103**, this

22 presumption stands unless rebutted by clear and convincing evidence.

23 Furthermore, 26 U.S.C. § 7502 affirms that the date of mailing via **Registered Mail** is

24 deemed the date of filing or receipt, solidifying its evidentiary value. **Federal Rules of**

25 **Evidence Rule 301** shifts the burden to the recipient to prove non-receipt, while 39 U.S.C.

26 § 3009 reinforces the legal sufficiency of proof of delivery through postal records.

27 Accordingly, any challenge to the delivery or receipt of documents sent via

28 **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 #MIRINAJDISHONOR25 which is a part of **Exhibit H**. INVOICE/TRUE BILL #MIRINAJDISHONOR25 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).

**V. DEFENDANTS' ACTIONS AS ACTS OF WAR AGAINST THE
THE PEOPLE AND THE CONSTITUTION**

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

A. Violations of Constitutional Protections

The defendants have intentionally and systematically engaged in acts that directly violate the protections guaranteed to the plaintiffs and the people under the Constitution, including but not limited to:

1. **Violation of the Plaintiffs' Unalienable Rights:** The defendants have deprived the plaintiffs of life, liberty, and property without due process of law, as guaranteed under the Fifth and Fourteenth Amendments.
2. **Subversion of the Rule of Law:** Through their actions, the defendants have undermined the separation of powers and checks and balances established by the Constitution. They have disregarded the judiciary's duty to uphold the Constitution by attempting to operate outside the confines of lawful authority, rendering themselves effectively unaccountable.
3. **Treasonous Conduct:** Pursuant to Article III, Section 3, treason against the United States is defined as levying war against them or adhering to their enemies, giving them aid and comfort. The defendants' conduct in subverting

1 the constitutional order, depriving citizens of their lawful rights, and
2 unlawfully exercising power without jurisdiction constitutes a form of
3 domestic treason against the Constitution and the people it protects.

4 **B. Acts of Aggression and Tyranny**

5 The defendants' actions amount to a usurpation of authority and a direct attack
6 on the sovereignty of the people, who are the true source of all government
7 power under the Constitution. As stated in the Declaration of Independence,
8 whenever any form of government becomes destructive of the unalienable rights
9 of the people, it is the right of the people to alter or abolish it. The defendants,
10 through their actions, have positioned themselves as adversaries to this
11 principle, attempting to replace the rule of law with arbitrary and unlawful
12 dictates.

13 **C. Weaponizing Authority to Oppress**

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

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

24 The defendants' actions are not merely breaches of law; they are acts of *insurrection*
25 *and rebellion* against the very foundation of the nation's constitutional
26 framework. Such acts must not go unchallenged, as they jeopardize the
27 constitutional order, the rights of the people, and the rule of law that ensures justice
28 and equality. Plaintiffs call upon the court and relevant authorities to enforce the

1 Constitution, compel accountability, and halt the defendants' treasonous war
2 against the supreme law of the land.

3 **VI. 'Bare Statutes' as Confirmation of Guilt and the Necessity**
4 **of Prosecution by an Enforcer**

5 Plaintiffs' incorporation of "bare statutes" does **NOT** exonerate Defendants; rather,
6 it serves as evidence of Defendants' guilt, which they have already *undisputedly*
7 admitted through their actions and lack of rebuttal to any affidavits, which they
8 have a duty to respond to. The invocation of bare statutes merely underscores the
9 necessity for Plaintiffs to compel a formal enforcer, such as a District Attorney or
10 Attorney General, to prosecute the criminal violations. This requirement for
11 enforcement does **NOT** negate the Defendants' culpability but, instead, affirms the
12 gravity of their admitted violations.

13 In this matter, Plaintiffs have thoroughly detailed the Defendants' willful and
14 intentional breaches of multiple federal statutes under Title 18, and Plaintiff's
15 private right(s) of action. These *blatant* and *willful* violations have been clearly
16 articulated in this NOTICE, AFFIDAVIT, AND CONTRACT SECURITY
17 AGREEMENT. Defendants' actions constitute **treasonous** conduct against the
18 **Constitution and the American people**. Their behavior, alongside that of their
19 counsel, reflects an attitude of being above the law, further solidifying their guilt.
20 Plaintiffs maintain that the Defendants' reliance on procedural defenses or
21 technicalities does not absolve them of their criminal conduct. Instead, their actions
22 are an unequivocal admission of guilt that necessitates legal action by the
23 appropriate prosecutorial authority. Plaintiffs reserve all rights to compel such
24 enforcement to ensure that the Defendants are held fully accountable for their
25 crimes.

26 **VII. RESPONSE DEADLINE: REQUIRED WITHIN THREE (3) DAYS:**

27 A response and/or compensation and/or restitution payment must be
28 received within a deadline of **three (3) days**. At the "**Deadline**" is defined as

5:00 p.m. on the third (3rd) day after your receipt of this affidavit. **"Failure to respond"** is defined as a blank denial, unsupported denial, inapposite denial, such as, "not applicable" or equivalent, statements of counsel and other declarations by third parties that lack first-hand knowledge of the facts, and/or responses lacking verification, all such responses being legally insufficient to controvert the verified statements herewith. See *Sieb's Hatcheries, Inc* and *Beasley, Supra*. Failure to respond can result in **your acceptance of personal liability** external to qualified immunity and waiver of any decision rights of remedy.

VIII. FAILURE TO RESPOND AND/OR PERFORM, REMEDY, AND SETTLEMENT

If You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARY DOUMIT, DANIEL DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, fail to respond and perform within three (3) days of receiving this Affidavit Notice and Self-Executing Contract and Security Agreement and *CONDITIONAL ACCEPTANCE*, with verified evidence accompanied by an affidavit sworn under penalty of perjury, as required by law, then:

1. You/Defendant(s)/Respondent(s), individually and collectively, fully agree and acknowledge that you are bound by law to act in good faith and must:
 - Cease all acts of conspiracy, fraud, identity theft, embezzlement, deprivation under color of law, extortion, bank fraud, harassment, conspiracy to deprive, and any other violations of law.
 - Immediately pay the sum of Five Hundred Thousand Dollars (\$500,000.00) in lawfully recognized currency, such as gold and silver coin, as authorized under Article I, Section 10, Clause 1 of the U.S. Constitution, as Restitution and Settlement, including all costs and fees associated with handling these matters, and damages for the

1 **unauthorized use of the COREY WALKER Copyright and**
2 **Trademark.**

- 3 • **Release all special deposit funds, currency, and/or credits due to Affiant**
4 **and/or Claimant(s)/Plaintiff(s).**

5 **2. You/Defendant(s)/Respondent(s) must immediately record a 'QUITCLAIM**
6 **DEED' transferring any purported interest to Claimant(s)/Plaintiff(s) and/or**
7 **tender a 'Rescission of Trustee's Deed of Sale.'**

8 **Failure to comply constitutes tacit admission and binding legal agreement under**
9 **commercial and common law, enforceable as *a matter of law* and record**

10 **IX. Three Hundred Million Dollars (\$500,000,000.00) Restitution**
11 **Settlement Payment REQUIRED**

12 **Furthermore, if You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel:**
13 **Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARY DOUMIT, DANIEL DOUMIT,**
14 **MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY**
15 **LEE O'CONNOR & ASSOCIATES, Does 1-100 Inclusive, fail to respond and perform**
16 **within three (3) days from the date of receipt of this communication by providing verified**
17 **evidence and proof of the facts and conditions set forth herein, accompanied by affidavits**
18 **sworn under penalty of perjury, as required by law, then:**

- 19 **1. You/Defendant(s)/Respondent(s), individually and collectively, expressly**
20 **agree that within three (3) days of receipt of this contract offer, You/**
21 **Defendant(s)/Respondent(s) shall:**
- 22 • **Issue restitution payment in the total sum certain of Five Hundred**
 - 23 **Thousand U.S. Dollars (\$500,000.00 USD).**
 - 24 • **Acknowledge that said amount becomes immediately due and payable to**
 - 25 **Claimant(s)/Plaintiff(s).**

26 **Failure to comply constitutes tacit acquiescence, full acceptance of all claims as**
27 **true, and a binding legal agreement enforceable under commercial and common**
28 **law.**

X. One Trillion Dollar (\$1,000,000,000,000.00) Default Judgement and Lien

If You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARY DOUMIT, DANIEL DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, fail to respond and perform within three (3) days from the date of receipt of this communication, as contractually required, then You/Defendant(s)/Respondent(s), individually and collectively, fully agree and accept that:

1. The entire amount itemized in Invoice #MIRINAJDISHONOR25, totaling One Hundred Million Dollars (\$100,000,000.00), in lawfully recognized currency, such as gold and silver coin, as authorized under Article I, Section 10, Clause 1 of the U.S. Constitution, *shall become immediately due and payable in full.*
2. By failing to respond and perform within the required timeframe, You/Defendant(s)/Respondent(s), individually and collectively, expressly admit to all statements and claims by TACIT PROCURATION, and fully agree that You/Defendant(s)/Respondent(s) are:
 - Guilty of fraud, theft, embezzlement, larceny, and fraudulent misapplication of funds and assets
 - Engaged in forgery and unauthorized use of identity
 - Monopolizing trade and commerce, engaging in unfair business practices
 - Depriving Affiant of rights under the color of law
 - Receiving extortion proceeds, engaging in false pretenses, extortion, and racketeering
 - Committing bank fraud and fraudulent transportation and transfer of stolen goods and securities
 - Unlawfully interfering, intimidating, and inflicting emotional distress

- Willfully violating public policy and the Constitution
 - Directly responsible for injury and damage to Affiant
3. Failure to respond constitutes binding contractual agreement and irrevocable admission of guilt under commercial and common law, enforceable as a matter of law and record.

XI. JUDGEMENT AND COMMERCIAL LIEN

AUTHORIZATION

If You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARY DOUMIT, DANIEL DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, *Does 1-100 Inclusive*, fail to respond within three (3) days from the date of receipt of this communication, then you/they, individually and collectively, shall be deemed to have:

1. Fully and unequivocally decreed, accepted, authorized (pursuant to UCC Article 9), endorsed, supported, and advocated for a judgment, summary judgment, and/or commercial lien in the amount of One Hundred Million Dollars (\$100,000,000.00), in lawfully recognized currency, such as gold and silver coin, as authorized under Article I, Section 10, Clause 1 of the U.S. Constitution, against You/Defendant(s)/Respondent(s) in favor of Claimant(s)/Plaintiff(s) and/or their lawfully designated ASSIGNEE(S).
2. Expressly, fully, and unequivocally authorized, endorsed, supported, and advocated for Claimant(s)/Plaintiff(s), and/or their lawfully designated ASSIGNEE(S) to formally notify:
 - The U.S. Department of the Treasury
 - The Internal Revenue Service (IRS)
 - The respective Congressional Representative
 - The U.S. Attorney General

- Any other individual, legal fiction, or entity Affiant deems necessary
- 3. Consented to the submission of requisite IRS tax forms, including but not limited to Forms 1099-A, 1099-OID, 1099-C, 1096, 1040, 1041, 1041-V, 1040-V, and 3949-A, documenting:
 - One Hundred Million Dollars (\$100,000,000.00 USD) as income to You/Defendant(s)/Respondent(s).
 - The same amount as lost revenue and/or income to Affiant, Claimant(s)/Plaintiff(s), and/or their lawfully designated ASSIGNEE(S).

Failure to respond constitutes tacit agreement and binding acceptance of these terms as a matter of law and commerce.

XII. SUMMARY JUDGEMENT, U.C.C. 3-505 PRESUMED DISHONOR

It is further agreed that said income *shall* be assessed and claimed as income by You/Defendant(s)/Respondent(s) through one or more of the following legal enforcement mechanisms:

1. Filing a lawsuit followed by a DEMAND for Summary Judgment as a matter of law, in accordance with California Code of Civil Procedure § 437c(c) and Federal Rule of Civil Procedure 56(a).
2. Executing an Affidavit Certificate of Non-Response, Dishonor, Judgment, and Lien Authorization, pursuant to U.C.C. § 3-505.
3. Issuing an ORDER TO PAY or BILL OF EXCHANGE to the U.S. Treasury and IRS in the sum certain of One Hundred Million Dollars (\$100,000,000.00) for immediate credit to Affiant, Claimant(s)/Plaintiff(s), and/or their lawfully designated ASSIGNEE(S).

This Self-Executing Contract and Security Agreement serves as prima facie evidence of You/Defendant(s)/Respondent(s)'s Verified INDEBTEDNESS to Affiant, Claimant(s)/Plaintiff(s), and/or their lawfully designated ASSIGNEE(S).

Should it be deemed necessary, Claimant(s)/Plaintiff(s) are fully authorized under U.C.C. § 9-509 to file a UCC Commercial Lien and/or UCC-1 Financing Statement to perfect their security interest and secure full satisfaction of the adjudged sum of One Hundred Million Dollars (\$100,000,000.00)

***** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT*** :**

Again for the record, this contract, received and accepted per the mailbox rule, is self-executing and serves as a SECURITY AGREEMENT, and establishes a lien, Authorized by You/They/the DEBTOR(S). Acceptance of this contract is deemed to occur at the moment it is dispatched via mail, in accordance with the mailbox rule established in common law. Under this rule, an acceptance becomes effective and binding once it is properly addressed, stamped, and placed in the control of the postal service, as supported by *Adams v. Lindsell* (1818) 106 ER 250. Furthermore, as a self-executing agreement, this contract creates immediate and enforceable obligations without the need for further action, functioning also as a SECURITY AGREEMENT under Article 9 of the Uniform Commercial Code (UCC).

***** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT*** :**

XIII. ESTOPPEL BY ACQUIESCENCE:

If You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-Lee: O'Connor, NAJI DOUMIT, MARY DOUMIT, DANIEL DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES, Does 1-100 Inclusive, fail to respond by addressing each point, on a point-by-point basis, You/Defendant(s)/Respondent(s) individually and collectively:

1. **Accept all** statements, declarations, stipulations, facts, and claims as Truth and Fact by TACIT PROCURATION.
2. Acknowledge that **all** issues are deemed settled under *RES JUDICATA*, *STARE DECISIS*, and COLLATERAL ESTOPPEL.

1 **3. Waive any right to argue, controvert, or otherwise protest the finality of these**
2 **administrative findings in any subsequent process, whether administrative or**
3 **judicial.**

4 **4. Are permanently barred from raising any future objections to the findings**
5 **herein.**

6 (For any terms you do not "understand," refer to **Black's Law Dictionary, 6th Ed.**).

7 Furthermore, **failure to fully respond** will constitute **express agreement** that You/
8 Defendant(s)/Respondent(s) **shall not argue, controvert, or protest** the finality of
9 these findings in any **administrative or judicial process**, as certified by Notary or
10 **Witness Acceptor** in an **Affidavit Certificate of Non-Response and/or Judgment**
11 or similar binding instrument.

12 Should You/Defendant(s)/Respondent(s) fail to respond, provide **partial,**
13 **unsworn, or incomplete answers**, such responses are **not acceptable** and shall have
14 no legal effect. The Courts have consistently upheld that **failure to properly**
15 **respond results in admissions of fact**, as seen in:

- 16 • **Sieb's Hatcheries, Inc. v. Lindley, 13 F.R.D. 113 (1952):**

17 *"Defendant(s) made no request for an extension of time in which to answer the*
18 *request for admission of facts and filed only an unsworn response within the time*
19 *permitted," thus, under the specific provisions of Ark. and Fed. R. Civ. P. 36, the*
20 *facts in question were deemed admitted as true.*

- 21 • **Beasley v. U.S., 81 F. Supp. 518 (1948):**

22 *"I, therefore, hold that the requests will be considered as having been admitted."*

- 23 • **Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976):**

24 *"Statements of fact contained in affidavits which are not rebutted by the opposing*
25 *party's affidavit or pleadings may be accepted as true by the trial court."*

26 Failure to fully comply within the required timeframe constitutes **absolute**
27 **admission, binding legal agreement, and final settlement of all claims as a matter**
28 **of law and commerce.**

Invoice #MIRINAJDISHONOR25

INVOICE and/or TRUE BILL

Dear Valued Defendant(s), Respondent(s), Customer(s), Fiduciary(ies), Agent(s), and/or DEBTOR(S):

It has come to OUR attention that you are deemed guilty of multiple felony crimes, violations of U.S. Code, U.C.C, the Constitution, and the law. You have or currently still are threatening, extorting, depriving, coercing, damaging, injuring, and causing irreparable physical, mental, emotional, and financial harm to TMKEVIN WALKER© ESTATE, TMWG EXPRESS TRUST©, TMKEVIN WALKER© IRR TRUST and its/their beneficiary(ies), and their Fiduciary(ies), Trustee(s), Executor(s), Agent(s), and Representatives. You remain in default, dishonor, and have an outstanding past due balance due immediately, to wit:

1. 18 U.S. Code § 1341 - Frauds and swindle :	\$10,000,000.00
2. 18 U.S. Code § 4 - Misprision of felony	\$1,000,000.00
3. Professional and personal fees and costs associated with preparing documents for this matter:	\$100,000,000.00
4. 15 U.S. Code § 2 - Monopolizing trade a felony; penalty:	\$200,000,000.00
5. 18 U.S. Code § 241 - Conspiracy against rights:	\$9,000,000,000.00
6. 18 U.S. Code § 242 - Deprivation of rights under color of law:	\$9,000,000,000.00
7. 18 U.S. Code § 1344 - Bank fraud: (fine and/or up to 30 years imprisonment)	\$100,000,000.00
8. 15 U.S. Code § 1122 - Liability of United States and States, and instrumentalities and officials thereof:	\$100,000,000,000.00
9. 15 U.S. Code § 1 - Trusts, etc., in restraint of trade illegal; penalty (fine and/or up to 10 years imprisonment):	\$900,000,000.00
10. 18 U.S. Code § 1951 - Interference with commerce by threats or violence (fine and/or up to 20 years imprisonment):	\$3,000,000,000.00
11. Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and internationally protected persons:	\$11,000,000.00
12. 18 U.S. Code § 878 - Threats and extortion against foreign officials, official guests, or internationally protected persons (fine and/or up to 20 years imprisonment):	\$500,000,000.00
13. 18 U.S. Code § 880 - Receiving the proceeds of extortion (fine and/or up to 3 years imprisonment):	\$100,000,000.00
14. Use of TM KEVIN LEWIS WALKER©: x 3	\$3,000,000.00
15. Fraud, conspiracy, obstruction, identity theft, extortion, bad faith actions, treason, monopolization of trade and commerce, bank fraud, threats, coercion, identity theft, mental trauma, emotional anguish and trauma. embezzlement, larceny, felony crimes, loss of time and thus enjoyable life, deprivation of rights under the color of law harassment, Waring against the Constitution, injury and damage:	\$777,075,000,000.00

Total Due: \$1,000,000,000,000.00 USD
Good Faith Discount: \$999,700,000,000.00 USD
Total Due by 03/26/2025: \$300,000,000.00 USD
Total Due after 03/26/2025: \$1,000,000,000,000.00 USD

-22 of 30-

AFFIDAVIT, CERTIFICATE of DISHONOR, NON-RESPONSE, DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION

EXHIBITS/ATTACHMENTS:

1. **Exhibit A:** UCC1 filing #2024385925-4.
2. **Exhibit B:** UCC1 filing #2024385935-1.
3. **Exhibit C:** UCC3 filing and NOTICE #2024402433-7.
4. **Exhibit D:** UCC3 filing and NOTICE #2024411182-7.
5. **Exhibit E:** GRANT DEED recorded in Official Records County of Riverside, DOC #2024-0291980, APN: 957-570-005, File No.: 37238 KH, where the private trust property is titled to 'WG Private Irrevocable Trust, dated Febraury 7, 2022'
6. **Exhibit F:** GRANT DEED, DOC #2022-0490841, APN: 957-570-005, File No.: 30291 KH, recorded in Official Records County of Riverside.
7. **Exhibit G:** fraudulent 'TRUSTEE'S DEED UPON SALE' (DOC # 2025-0017386, APN: 957-570-005, TS# 176672) was filed and is therefore **void ab initio**
8. **Exhibit H:** OFFER titled '3/90 DAY NOTICE TO QUIT'
9. **Exhibit I:** 'Affidavit: Power of Attorney In Fact'
10. **Exhibit J:** Trademark and Copyright Contract Agreement for TMKEVIN WALKER©.
11. **Exhibit K:** Trademark and Copyright Contract Agreement for TMDONNABELLE MORTEL©.
12. **Exhibit L:** Self-Executing Contract Security Agreement #EI988807156US — Dated: 02/08/2025 (AFFIDAVIT and Plain Statement of Facts: NOTICE OF CONDITIONAL ACCEPTANCE AND NOTICE OF CLAIM, FRAUD, EXTORTION, COERCION, SLANDER OF TITLE, RACKETEERING, CONSPIRACY, DEED AND TITLE FRAUD, INJURY AND DAMAGE.
13. **Exhibit M:** Self-Executing Contract Security Agreement #RF775822865US — Dated: 02/14/2025 (AFFIDAVIT and Plain Statement of Facts: NOTICE OF DEFAULT AND NOTICE OF CLAIM, FRAUD, EXTORTION, COERCION, SLANDER OF TITLE, RACKETEERING, CONSPIRACY, DEED AND TITLE FRAUD, INJURY AND DAMAGE.

14. **Exhibit M:** Self-Executing Contract Security Agreement #RF775823755US —

Dated: 03/14/2025 (**AFFIDAVIT and Plain Statement of Facts:** NOTICE OF
DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF CLAIM, FRAUD,
EXTORTION, COERCION, SLANDER OF TITLE, RACKETEERING,
CONSPIRACY, DEED AND TITLE FRAUD, INJURY AND DAMAGE

WORDS DEFINED GLOSSARY OF TERMS:

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

1. automobile: a passenger vehicle that does not transport persons for hire. This includes station wagons, sedans, vans, and sport utility vehicles. See, California Vehicle Code (CVC) §465.
2. commercial vehicle: A “commercial vehicle” is a vehicle which is used or maintained for the transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily for the transportation of property (for example, trucks and pickups). See CVC §260.
3. motor vehicle: The term “motor vehicle” means every description of carriage or other contrivance propelled or drawn by mechanical power and used for commercial purposes on the highways in the transportation of passengers, passengers and property, or property or cargo. See 18 U.S. Code § 31 - Definitions.
4. financial institution: a person, an individual, a private banker, a business engaged in vehicle sales, including automobile, airplane, and boat sales, persons involved in real estate closings and settlements, the United States Postal Service, a commercial bank or trust company, any credit union, an agency of the United States Government or of a State or local government carrying out a duty or power of a business described in this paragraph, a broker or dealer in securities or commodities, a currency exchange, or a business engaged in the exchange of currency, funds, or value that substitutes for currency or funds, financial agency, a loan or finance company, an issuer, redeemer, or cashier of travelers’ checks, checks, money orders, or similar instruments, an operator of a credit card system, an insurance company, a licensed sender of money or any other person who engages as a business in the transmission of currency, funds, or value that substitutes for currency, including any person who engages as a business in an informal money transfer system or any network of people who engage as a

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

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

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

7. **bank:** a person engaged in the business of banking and includes a savings bank, savings and loan association, credit union, and **trust company**. The terms "banks", "national bank", "national banking association", "member bank", "board", "district", and "reserve bank" shall have the meanings assigned to them in section 221 of this title. An institution, of great value in the commercial world, empowered to receive deposits of money, to make loans. and to issue its promissory notes, (designed to circulate as money, and commonly called "bank-notes" or "bank-bills") or to perform any one or more of these

functions. The term "bank" is usually restricted in its application to an incorporated body; while a **private individual** making it his business to conduct banking operations is denominated a "banker." Banks in a commercial sense are of three kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation. Strictly speaking, the term "bank" implies a place for the deposit of money, as that is the most obvious purpose of such an institution. — See, UCC 1-201, 4-105, 12 U.S. Code § 221a, Black's Law Dictionary 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117, 183-184, 139-140, and 437-439.

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

9. **pay:** To discharge a debt; to deliver to a creditor the value of a debt, either in money or in goods, for his acceptance. To pay is to deliver to a creditor the value of a debt, either in money or In goods, for his acceptance, by which the debt is discharged. See Blacks Law Dictionary 1st, 2nd, and 3rd edition, pages 880, 883, and 1339 respectively.

10. **payment:** The performance of a duty, promise, or obligation, or discharge of a debt or liability. by the delivery of money or other value. Also the money or thing so delivered. Performance of an obligation by the delivery of money or some other valuable thing accepted in partial or full discharge of the obligation. [Cases: Payment 1. C.J.S. Payment § 2.] 2. The money or other valuable thing so delivered in satisfaction of an obligation. See Blacks Law Dictionary 1st and 8th edition, pages 880-811 and 3576-3577, respectively.

11. **driver:** The term "driver" (i.e: "driver's license") means One **employed** in conducting a coach, carriage, wagon, or other vehicle, with horses, mules, or other animals.

12. **may:** An auxiliary verb qualifying the meaning of another verb by expressing ability, competency, liberty, permission, probability or contingency. — Regardless of the instrument, however, whether

1 constitution, statute, deed, contract or whatnot, courts not infrequently construe "may" as "shall" or
2 "must". — See Black's Law Dictionary, 4th Edition page 1131.

3 13. **extortion:** The term "extortion" means the obtaining of property from another, with his consent,
4 induced by wrongful use of actual or threatened force, violence, or fear, or under color of official
5 right. — See 18 U.S. Code § 1951 - Interference with commerce by threats or violence.

6 14. **national:** "foreign government", "foreign official", "internationally protected person", "international
7 organization", "national of the United States", "official guest," and/or "non-citizen national." They all
8 have the same meaning. See Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and
9 internationally protected persons.

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

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

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

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

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 March 24, 2025, I served the within documents:

1. **AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE, DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION.**

2. **Exhibit A through M.**

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.

Naji Doemt, Mary Doumit, Daniel Doemt
C/o NAJI DOUMIT, MARINAJ PROPERTIES, FOCUS ESTATES INC
1130 South Tamarisk Drive
Anaheim, California [92807]
Registered Mail #RF775824291US

Barry-Lee: O'Connor
C/o BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES
3691 Adams Street
Riverside, California [92504]
Registered Mail #RF775824288US

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.

Naji Doemt, Mary Doumit, Daniel Doemt
C/o NAJI DOUMIT, MARINAJ PROPERTIES, FOCUS ESTATES INC
1130 South Tamarisk Drive
Anaheim, California [92807]
udlaw2@aol.com

Barry-Lee: O'Connor
C/o BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES
3691 Adams Street
Riverside, California [92504]
udlaw2@aol.com

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 22, 2025 in Riverside County, California.

/s/Corey Walker/
Corey Walker

COMMERCIAL OATH AND VERIFICATION:

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

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

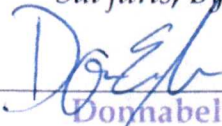
proceeding *sui juris, In Propria Persona*, by *Special Limited Appearance*,
All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.

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

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

Sui juris, By Special Limited Appearance,

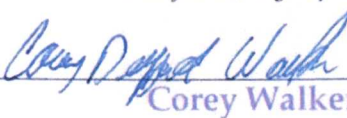
By:



Donnabelle Mortel (WITNESS)

Sui juris, By Special Limited Appearance,

By:



Corey Walker (WITNESS)

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.

IURAT:

State of Riverside)
County of California) ss.

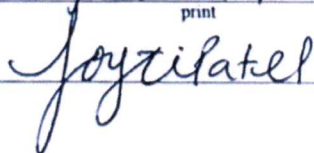
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and ~~sworn~~ to (or affirmed) before me on this 27th day of February, 2025 by Kevin Walker proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

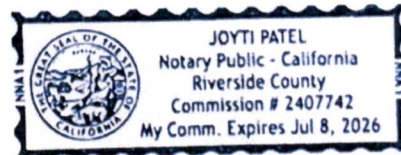
Joyti Patel,

print

Notary public



Seal:



-Exhibit K-

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Barry Lee O'Connor
c/o BARRY LEE O'CONNOR & ASSOCIATES
3091 Adams Street
Riverside, California [92504]



9590 9402 8731 3310 3737 31

2.

EI 988 807 156 US

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | |

-Exhibit L-

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Barry Lee O'Connor, Agent(s)
% BARRY LEE O'CONNOR
3691 Adams Street
Riverside, California [92504]



9590 9402 8731 3310 3700 68

2. Article Number (Transfer from service label)

RF 775 822 865 US

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

2/18/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

-Exhibit M-

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Naji, Mary, Daniel Doumit
c/o FOCUS ESTATES & MARINA
1130 South Tamarisk Drive
Anaheim, California [92807]



9590 9402 8731 3310 3700 75

2. Article Number (Transfer from service label)

RF 775 822 874 US

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | |

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Barry
c/o BARRY LEE O'CONNOR
3691 Adams Street
Riverside, California [92504]



9590 9402 8731 3310 3744 31

2. Article Number (Transfer from service label)

RF 775 823 755 US

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*☒ Agent
☐ Addressee

B. Received by (Printed Name)

KELSEY

C. Date of Delivery

3/17/2025

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

-Exhibit N-

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Barry, Naji, Mary, Daniel
% BARRY LEE O'CONNOR
3691 Adams Street
Riverside, California [92504]



9590 9402 8731 3310 3744 62

2. Article Number (Transfer from service label)

RF 775 824 288 US

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

-Exhibit O-

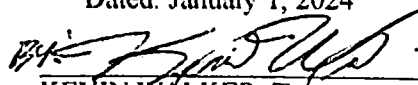
Certification of Trust

The undersigned, after first being duly sworn and upon their oath, states as follows:

1. This Certificate of Trust refers to KEVIN WALKER and KEVIN WALKER ESTATE and KEVIN WALKER IRR TRUST, Trustee, or their successors in trust, under the **WG EXPRESS TRUST**, dated **January 1, 2024**.
2. The Trust was formed on **January 1, 2024** and is in existence as of today.
3. The initial Trustees of the Trust are:
KEVIN WALKER and KEVIN WALKER ESTATE and KEVIN WALKER IRR TRUST
4. The present Trustees of the Trust are:
KEVIN WALKER and KEVIN WALKER ESTATE and KEVIN WALKER IRR TRUST
5. The Successor Trustee is:
WALKERNOVA FAMILY IRREVOCABLE EXPRESS
6. Title to the property in this trust shall be taken as **"WG Express, trustee of the WG Private Irrevocable Trust, dated February 7, 2022"**
7. The Trust is private, non-statutory, and irrevocable. There have been no amendments limiting the powers of the Trustee over the trust property.
8. Each Trustee shall have full authority and power to **act independently and without the consent of any other Trustee** to open bank accounts; lend and/or borrow funds; convey property owned by the Trust; sell, lease, or encumber Trust property; engage in commerce and/or business transactions; make special deposits; and issue debt instruments, bonds, drafts, orders, bills of exchange, checks, money orders, draws, extensions of credit, and letters of credit, as well as to otherwise dispose of Trust property.
9. No person or entity paying money to, or delivering property to, any Trustee shall be required to ensure the proper application of such funds or property. All persons relying on this Certificate regarding the Trustee(s) and their powers over Trust property shall be held harmless from any resulting loss or liability arising from such reliance.
10. A copy of this Certificate of Trust shall be considered as valid and effective as the original.

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

Dated: January 1, 2024



KEVIN WALKER, Trustee

By: Kevin Walker, Authorized Representative.

NOTICE:

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

ACKNOWLEDGEMENT:

State of California)

) ss.

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

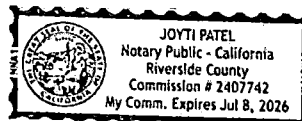
County of Riverside)

On this 1st day of January, 2024, 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)



-Exhibit P-

TRUTH AFFIDAVIT

**IN THE NATURE OF SUPPLEMENTAL
RULES FOR ADMINISTRATIVE AND MARITIME CLAIMS RULES C(6)**

Grant of Exclusive power of attorney to conduct all
tax, business, and legal affairs of principal person.

Date: December 3, 2023

POWER OF ATTORNEY IN FACT

I, KEVIN WALKER, WALKER, KEVIN, KEVIN LEWIS WALKER, WALKER, KEVIN
L., WALKER, KEVIN LEWIS, or any derivative thereof, **DEBTOR/ENS LEGIS/BANK/
FINANCIAL INSTITUTION/ARTIFICIAL ENTITY/CORPORATE FICTION**, c/o 5250
Lankershim Blvd Suite 500, North Hollywood, California, do hereby appoint **Kevin: Walker, a
Living Soul, as Agent with Power of Attorney in Fact**, Non-domestic, c/o 30650 Rancho
California Road suite # 406-251, Temecula, California, to take exclusive charge of, manage, and
conduct all of my tax, business and legal affairs, and for such purpose to act for me in my name and
place, without limitation on the powers necessary to carry out this exclusive purpose of attorney in
fact as authorized:

(a) To take possession of, hold, and manage my real estate and all other property;

(b) To receive money or property paid or delivered to me from any source;

(c) To deposit funds in, make withdrawals from, or sign checks or drafts against any account standing in
my name individually or jointly in any bank or other depository, to cash coupons, bonds, or certificates of
deposits, to endorse checks, notes or other documents in my name; to have access to, and place items in
or remove them from, any safety deposit box standing in my name individually or jointly, and otherwise
to conduct bank transactions or business for me in my name;

(d) To pay my just debts and expenses, including reasonable expenses incurred by my Attorney In Fact
Kevin: Walker, in exercising this **exclusive** power of attorney.

(e) To retain any investments, invest, and to invest in stocks, bonds, or other securities, or in real estate
or other property;

(f) To give general and special proxies or exercise rights of conversion or rights with respect to shares or securities, to deposit shares or securities with, or transfer them to protective committees or similar bodies, to join in any reorganization and pay assessments or subscriptions called for in connection with shares or securities;

(g) To sell, exchange, lease, give options, and make contracts concerning real estate or other property for such considerations and on such terms as my Attorney In Fact Kevin: Walker, may consider prudent;

(h) To improve or develop real estate, to construct, alter, or repair building structures and appurtenances or real estate; to settle boundary lines, easements, and other rights with respect to real estate; to plant, cultivate, harvest, and sell or otherwise dispose of crops and timber, and do all things necessary or appropriate to good husbandry.

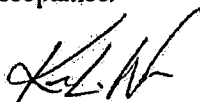
(i) To provide for the use, maintenance, repair, security, or storage of my tangible property;

(j) To purchase and maintain such policies of insurance against liability, fire, casualty, or other risks as my attorney in fact Kevin: Walker may consider prudent;

The Agent/Living Soul, **Kevin: Walker**, is hereby authorized by law to act for and in control of the **DEBTOR/ENS LEGIS/BANK/FINANCIAL INSTITUTION/ARTIFICIAL ENTITY/ CORPORATE FICTION**, or any derivative thereof. In addition, through the exclusive power of attorney, to contract for all business and legal affairs of the principal person: **WALKER, KEVIN, DEBTOR/ENS LEGIS/BANK/FINANCIAL INSTITUTION/ARTIFICIAL ENTITY/ CORPORATE FICTION**. The term "exclusive" shall be construed to mean that while these powers of attorney are in force, only my attorney in fact may obligate me in these matters, and I forfeit the capacity to obligate myself with regard to the same. This grant of Exclusive Power is Irrevocable during the lifetime of the Agent/Living Soul, **Kevin: Walker**.

Executed and sealed by the voluntary act of my own hand, this **11th day of December, 2023**. I am.

Acceptance:



KEVIN L. WALKER, GRANTOR

Executed *without* the UNITED STATES, I declare under penalty of perjury under the laws of the united states of America that the foregoing is true and correct. Without Prejudice, UCC § 1-308.

I, the above named **exclusive** Attorney In Fact, do hereby
Accept the fiduciary interest of the herein-named
**DEBTOR/ENS LEGIS/BANK/FINANCIAL
INSTITUTION/ARTIFICIAL ENTITY/CORPORATE
FICTION** and will execute the herein-granted powers-of-
attorney with due diligence.

proceeding *sui juris*, by *special limited appearance*,
All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.

By: 

Kevin Walker, *Authorized Representative, Executor, Attorney In Fact,*
Secured Party, Executor, national, private bank(er) EIN # 9x-xxxxxxx

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

By *Special Limited Appearance*,
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By: 

Donnabelle Escarez Morrel, *sui juris, private bank(er) ID # 9x-xxxxxxx6*
Attorney In Fact, national, Authorized Representative, Executor, Secured Party. (WITNESS)

By *Special Limited Appearance*,
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By: 

Corey Delfond Walker, *sui juris, private bank(er) ID # 9x-xxxxxxx7*
national, Authorized Representative, Executor, Secured Party. (WITNESS)

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.

JURAT

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.

State of California)
County of Riverside) ss.

Subscribed and sworn to (of affirmed) before me on this 3rd day of December, 2023, by Kevin Walker, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary public

Shubhangi R. Zumale
print

Szumale

Seal:

