1 2	From Claimants/Plaintiffs: Kevin: Walker, sui juris, In Prop Executor, Authorized Representative, Secured Party, Master E	Beneficiary.	
	TMKEVIN WALKER® ISTATE, DONANGELLE MORTE		
3	c/o 30650 Rancho California Road #406-251		
4	Temecula, California [92591] non-domestic <i>without</i> the <u>U</u> nited <u>S</u> tates team@walkernovagroup.com	*** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT ***	
5			
6	C/o BARRY LEE O'CONNOR 3691 Adams Street	[o/Defendant(s)/Respondent(s): Naji Doumit and Mary Doumit C/o NAJI DOUMIT, MARINAJ PROPERTIES LLC 130 South Tamarisk Drive	
7		Anaheim, California [92807] Registered Mail #RF775824291US	
8	RE: Title and Ownership of: 31990 Pasos Place, Tem		
9	AFFIDAVIT and Pla	ain Statement of Facts	
10	-	of DISHONOR, NON-RESPONSE,	
		, and <u>LIEN AUTHORIZATION.</u>	
11	Kevin: Walker, TMKEVIN WALKER©	CASE NO.:	
12	ESTATE, TMDONNABELLE	1. AFFIDAVIT CERTIFICATE OF DISHONOR, NON-	
13	MORTEL© ESTATE, TMKEVIN WALKER© IRR TRUST, TMWG	RESPONSE, AND DEFAULT	
	EXPRESS TRUST©,	2. FRAUD 3. THEFT, EMBEZZLEMENT, AND FRAUDULENT	
14	Claimant(s)/Plaintiff(s),	MISAPPLICATION OF FUNDS AND ASSETS	
15	710	4. FRAUD, FORGERY, AND UNAUTHORIZED USE OF IDENTITY	
16	Vs. Naji: Doumit, Mary: Doumit, Daniel:	5. MONOPOLIZATION OF TRADE AND COMMERCE, AND UNFAIR BUSINESS	
	Doumit, Barry-Lee: O'Connor, NAJI	PRACTICES	
17	DOUMIT, MARY DOUMIT, DANIEL	6. DEPRIVATION OF RIGHTS UNDER COLOR OF LAW	
18	DOUMIT, MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, BARRY	7. RECEIVING EXTORTION PROCEEDS 8. FALSE PRETENSES AND FRAUD	
19	LEE O'CONNOR, BARRY LEE	8. FALSE PRETENSES AND FRAUD 9. EXTORTION	
	O'CONNOR & ASSOCIATES, Does	10. RACKETEERING 11. BANK FRAUD	
20	1-100 Inclusive,	12. FRAUDULENT TRANSPORTATION AND	
21	Defendant(s)/Respondent(s).	TRANSFER OF STOLEN GOODS AND SECURITIES 13. UNLAWFUL INTERFERENCE, INTIMIDATION,	
22		EXTORTION, AND EMOTIONAL DISTRESS 14. CONSIDERED AND STIPULATED ONE HUNDRED	
23		MILLION DOLLAR (\$100,000,000.00) JUDGEMENT AND LIEN.	
24		AND LIEN.	
25	AFFIDAVIT CERTIFICATE of DISH	IONOR, NON-RESPONSE, DEFAULT,	
26	JUDGEMENT, and LIEN AUTHORIZATION.		
27	KNOW ALL MEN BY THESE PRE	SENTS, that on this day, before me, a	
28		al Limited Appearance, sui juris, In Propria	
-	, , , , , , , , , , , , , , , , , , ,	F F	

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's 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: <u>AFFIDAVIT and Plain Statement of Facts:</u> 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 C/o BARRY LEE O'CONNOR To/Defendant(s)/Respondent(s): Naji Doumit and Mary Doumit	
19	3691 Adams Street C/o NAJI DOUMIT, MARINAJ PROPERTIES LLC Riverside, California [92504] 1130 South Tamarisk Drive	
20	Express Mail #EI988807156US Anaheim, California [92807] Registered Mail #RF775821012US	
21	(2) Document: <u>AFFIDAVIT and Plain Statement of Facts:</u> 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 To/Defendant(s)/Respondent(s): Naji Doumit and	
26	C/o BARRY LEE O'CONNOR 3691 Adams Street Riverside, California [92504] Mary Doumit C/o NAJI DOUMIT, MARINAJ PROPERTIES LLC 1130 South Tamarisk Drive	
27	Riverside, California [92504] 1130 South Tamarisk Drive Registered Mail #RF775822865US 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)**:

-3 of 30-

- 3
- 4
- 5 6

- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15 16
- 17
- 18
- 19
- 20
- 21 22
- 23
- 24
- 25 26
- 27
- 28

- "Appellee had the burden of first proving its prima facie case and could do so by affidavit or other evidence."
- 6. Accordingly, Respondents' failure to rebut constitutes conclusive admission and agreement to all claims asserted herein
- 7. You/Defendant(s)/Respondent(s) individually and collectively, fully agree that INVOICE and/or TRUE BILL #MIRINAJDISHONOR25 accurately represents their indebtedness of to Affiant, and/or Complainant(s)/Plaintiff(s).
- 8. You/Respondent(s)/Defendant(s) individually and collectively, fully agree that You or who you/they represent is/are the DEBTOR(S) in this matter.
- 9. You/Defendant(s)/Respondent(s) individually and collectively, fully agree that You and/ or who you represent has/have been paid in full for the "contract" in question.
- 10. You/Defendant(s)/Respondent(s) individually and collectively, fully agree that You/ Defendant(s)/Respondent(s) is/are not the CREDITOR, or an ASSIGNEE of the CREDITOR, in this matter.
- 11. 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>U.S. Supreme Court case:</u>** "The individual may stand upon his **constitutional rights** as a <u>c</u>itizen. He is entitled to carry on his **private** business in his own way. His power to contract is <u>unlimited</u>. 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).

NO QUALIFIED OR LIMITED IMMUNITY

- 2 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.
- 20 | 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;
- 22 People v. Flanagan (1924), 65 C.A. 268, 223 P. 1014; Lincoln v. Superior Court
- 23 (1928), 95 C.A. 35, 271 P. 1107; San Francisco Realty Co. v. Linnard (1929), 98
- 24 C.A. 33, 276 P. 368.

8

9

10

11

12

13

14

15

16

17

18

- 25 | 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.
- 27 | 19. "the people, not the States, are sovereign." Chisholm v. Georgia, 2 Dall. 419, 2 U.S.
 28 | 419, 1 L.Ed. 440 (1793).

1	20. ALL ARE EQUAL UNDER THE LAW. (God's Law - Moral and Natural Law). Exodus
2	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
3	above the law".
4	21. IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE EXPRESSED.
5	(Heb. 4:16; Phil. 4:6; Eph. 6:19-21) Legal maxim: "To lie is to go against the mind."
6	22. IN COMMERCE TRUTH IS SOVEREIGN. (Exodus 20:16; Ps. 117:2; John 8:32; II Cor.
7	13:8) Truth is sovereign and the Sovereign tells only the truth.
8	23. TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT. (Lev. 5:4-5; Lev. 6:3-5;
9	Lev. 19:11-13: Num. 30:2; Mat. 5:33; James 5: 12).
10	24. AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE. (12 Pet.
11	1:25; Heb. 6:13-15;). "He who does not deny, admits."
12	25. AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN COMMERCE.
13	(Heb. 6:16-17;). "There is nothing left to resolve.
14	26. WORKMAN IS WORTHY OF HIS HIRE. The first of these is expressed in Exodus
15	20:15; Lev. 19:13; Mat. 10:10; Luke 10"7; II Tim. 2:6. Legal maxim: "It is against equity for
16	freemen not to have the free disposal of their own property."
17	27. HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT. (Book of Job;
18	Mat. 10:22) Legal maxim: "He who does not repel a wrong when he can occasions it.")
19	Executed "without the United States" in compliance with 28 USC § 1746.
20	FURTHER AFFIANT SAYETH NOT.
21	$I\!\!I\!\!I$
22	$I\!\!I\!\!I$
23	I. <u>Some Relevant U.C.C. Sections and Application</u>
24	1. U.C.C. § 1-308 – Reservation of Rights:
25	This section ensures that acceptance of an offer under duress or coercion does
26	not waive any rights or defenses. By invoking U.C.C. § 1-308, Claimant(s)/
27	Complainant(s)/Plaintiff(s). asserts that any compliance with your offer is
28	made with <i>explicit reservation of rights</i> , preserving all legal remedies. -6 of 30-

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/Defendant(s)/Respondent(s), have initiated a contractual relationship, which has been conditionally accepted with <u>new terms herein</u>.

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)/Complainant(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.

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

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

-7 of 30-

5

9

10

11

1213

1415

16

17

18

II.

19

20

21

22

23

24

2526

27

28

 A document regular in form that certifies dishonor, such as a notarized affidavit.

- **2.** A **writing or stamp** from a relevant authority confirming non-acceptance or non-payment.
- **3.** A record from a financial institution or other official entity proving dishonor.
- Subsection (b) confirms that a protest of dishonor may be made by a notary public or other authorized official, further strengthening the validity and enforceability of the affidavit as prima facie evidence of dishonor.

Application:

By failing to lawfully rebut or respond, **Defendant(s)/Respondent(s)** are **presumed in dishonor**, and Plaintiffs' claims are **legally established as true** and **enforceable**. The *unrebutted* **affidavit serves as self-executing proof** that Respondents/Defendants have defaulted and **must now perform according to the binding contract agreement and security instrument**.

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 the respective Registered, Certified, and/or Express mail number. 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 selfexecuting Contract and Security Agreement conditionally accepts your contract OFFER and supplements its terms under U.C.C. § 2-202. Failure to

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

- 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.

5

7

8

9

10

11

12

13

14

15

28

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

Application of the Mailbox Rule

- The Mailbox Rule dictates that once a document is properly addressed, stamped, and deposited with the postal service, it is presumed delivered and received by the addressee. Courts have repeatedly upheld this principle, ensuring that a party cannot simply deny receipt to evade legal responsibility. When Registered Mail with return receipt requested is used, the proof of mailing is further reinforced by 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.
- Bowen, Hagner v. United States, and NLRB v. Local Union No. 103, this presumption stands unless rebutted by clear and convincing evidence.
- Furthermore, **26 U.S.C. § 7502** affirms that the date of mailing via **Registered Mail** is
- 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
 - 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 <u>unrebutted</u> 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 <u>unrebutted</u> verified commercial affidavits, and self-executing contract and security agreement (Exhibits E, F, G, and H), should it be deemed necessary, the Defendants are <u>fully Authorized</u> to initiate the filing of a lien, and the seizing of property to secure satisfaction of the ADJUDGED, DECREED, AND <u>AUTHORIZED</u> sum total due to Affiant, and/or Defendants of, One Hundred Million and 00/100 Dollars (\$100,000,000.00).
- 3. Plaintiff has <u>not</u> submitted any <u>evidence</u> 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

5

12

13

14

15 16

17

18

19

20

21 22

23

24

25

26 27

28

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).

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

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

B. Acts of Aggression and Tyranny

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

C. Weaponizing Authority to Oppress

The defendants' intentional misuse of their authority to act against the interests of the Constitution and its <u>C</u>itizens is a clear manifestation of tyranny. Rather than serving their constitutional mandate to protect and defend the Constitution, they have actively waged war on it by:

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

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

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

3

4

5

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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

Plaintiffs' incorporation of "bare statutes" does **NOT** exonerate Defendants; rather, it serves as evidence of Defendants' guilt, which they have already undisputedly admitted through their actions and lack of rebuttal to any affidavits, which they have a duty to respond to. The invocation of bare statutes merely underscores the necessity for Plaintiffs to compel a formal enforcer, such as a District Attorney or Attorney General, to prosecute the criminal violations. This requirement for enforcement does **NOT** negate the Defendants' culpability but, instead, affirms the gravity of their admitted violations. In this matter, Plaintiffs have thoroughly detailed the Defendants' willful and intentional breaches of multiple federal statutes under Title 18, and Plaintiff's **private right(s) of action.** These *blatant* and *willful* violations have been clearly articulated in this NOTICE, AFFIDAVIT, AND CONTRACT SECURITY AGREEMENT. Defendants' actions constitute treasonous conduct against the Constitution and the American people. Their behavior, alongside that of their counsel, reflects an attitude of being above the law, further solidifying their guilt. Plaintiffs maintain that the Defendants' reliance on procedural defenses or technicalities does not absolve them of their criminal conduct. Instead, their actions are an unequivocal admission of guilt that necessitates legal action by the appropriate prosecutorial authority. Plaintiffs reserve all rights to compel such enforcement to ensure that the Defendants are held fully accountable for their crimes.

VII. 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

1	5:00 p.m. on the third (3rd) day after your receipt of this affidavit. "Failure to
2	respond" is defined as a blank denial, unsupported denial, inapposite denial
3	such as, "not applicable" or equivalent, statements of counsel and other
4	declarations by third parties that lack first-hand knowledge of the facts, and/
5	or responses lacking verification, all such responses being legally insufficient
6	to controvert the verified statements herewith. See Sieb's Hatcheries, Inc and
7	Beasley, Supra. Failure to respond can result in your acceptance of personal
8	liability external to qualified immunity and waiver of any decision rights of
9	remedy.
10	VIII. FAILURE TO RESPOND AND/OR PERFORM, REMEDY, AND
11	<u>SETTLEMENT</u>
12	If You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-
13	Lee: O'Connor, NAJI DOUMIT, MARY DOUMIT, DANIEL DOUMIT, MARINAJ
14	PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE
1.5	O'CONINIOD & ACCOCIATEC Descriptions (eller manner description

O'CONNOR & ASSOCIATES, Does 1-100 Inclusive, fail to respond and perform within

16

17

18

19

20

21

22

23

24

25

26

27

28

Agreement and *CONDITIONAL* **ACCEPTANCE**, with **verified evidence** accompanied by an **affidavit sworn under penalty of perjury**, as required by law, then:

three (3) days of receiving this Affidavit Notice and Self-Executing Contract and Security

- 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

-15 of 30

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

26

27

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

3 | If You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-

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

1

2

10

11

12

15

16

17

18

19

20

21

22

23

24

25

26

27

- 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
- 13 **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 3 admission of guilt under commercial and common law, enforceable as a 4 5

matter of law and record.

XI.

6

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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, 10
- BARRY LEE O'CONNOR & ASSOCIATES, Does 1-100 Inclusive, fail to respond 11
- within three (3) days from the date of receipt of this communication, then you/
- they, **individually and collectively**, shall be deemed to have: 13
 - 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
 - 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

ASSIGNEE(S).

-18 of 30-

8 9

13

14

15

16 17

18

19 20

21

22 23

24 25

26

27

28

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.

SUMMARY JUDGEMENT, U.C.C. 3-505 XII. 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 3 One Hundred Million Dollars (\$100,000,000.00) 4 *** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT***: 5 Again for the record, this contract, received and accepted per the mailbox 6 rule, is self-executing and serves as a SECURITY AGREEMENT, and establishes 7 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 10 effective and binding once it is properly addressed, stamped, and placed in the 11 control of the postal service, as supported by Adams v. Lindsell (1818) 106 ER 250. 12 13 Furthermore, as a self-executing agreement, this contract creates immediate and enforceable obligations without the need for further action, functioning also as a 14 **SECURITY AGREEMENT** under **Article 9 of the Uniform Commercial Code** (UCC). 16 *** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT***: 17 XIII. **ESTOPPEL BY ACQUIESCENCE:** 18 If You/Defendant(s)/Respondent(s), Naji: Doumit, Mary: Doumit, Daniel: Doumit, Barry-19 Lee: O'Connor, NAJI DOUMIT, MARY DOUMIT, DANIEL DOUMIT, MARINAJ 20 PROPERTIES LLC, FOCUS ESTATES INC, BARRY LEE O'CONNOR, BARRY LEE 21 22 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: 24 1. Accept all statements, declarations, stipulations, facts, and claims as Truth and 25 Fact by TACIT PROCURATION. 26 2. Acknowledge that all issues are deemed settled under RES JUDICATA, 27 STARE DECISIS, and COLLATERAL ESTOPPEL. 28

22

23

24

25

27

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

- **4.** Are permanently barred from raising any future objections to the findings herein.
- 6 \parallel (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:
 - 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.
 - Beasley v. U.S., 81 F. Supp. 518 (1948):
 - "I, therefore, hold that the requests will be considered as having been admitted."
 - Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976):
 - "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."
- 26 Failure to fully comply within the required timeframe constitutes **absolute**
 - admission, binding legal agreement, and final settlement of all claims as a matter of law and commerce.

Invoice #MIRINAJDISHONOR25

2

INVOICE and/or **TRUE BILL**

3 4

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

5

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 heir beneficiary(ies), and their Fiduciary(ies), Trustee(s), Executor(s), Agent(s), and You remain in default, dishonor, and have an outstanding past due balance due

O	TRUST and		
7	Representa	ativ	es. ¹
8		1.	18
9		2.	18
10		3.	P:
11		4.	15
12		5.	18
13		6.	18
14		7.	18 (f
15		8.	15 ir
16		9.	15 (<mark>f</mark>
17		10.	18
18		11	(f
19		11.	Tit ir
20		12.	18 gr in
21		13.	18
22			3
23		14.	U
24		15.	Fr ba

25

26

27

28

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 \S 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 \S 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 \S 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 ™KEVIN LEWIS WALKER©: x3	\$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 Du	e: \$1,000,000,000,000.00 U

\$1,000,000,000.00 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-

EXHIBITS/ATTACHMENTS: 1. E**xhibit A:** UCC1 filing #2024385925-4. 2.Exhibit B: UCC1 filing #2024385935-1. 3 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 6 #2024-0291980, APN: 957-570-005, File No.: 37238 KH, where the private trust 7 8 property is titled to 'WG Private Irrevocable Trust, dated February 7, 2022' 6. Exhibit F: GRANT DEED, DOC #2022-0490841, APN: 957-570-005, File No.: 30291 9 KH, recorded in Official Records County of Riverside. 10 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 12 8. Exhibit H: OFFER titled '3/90 DAY NOTICE TO QUIT' 13 9.Exhibit I: 'Affidavit: Power of Attorney In Fact' 10.E**xhibit J:** Trademark and Copyright Contract Agreement for ™KEVIN 15 WALKER©. 16 11. Exhibit K: Trademark and Copyright Contract Agreement for 17 TMDONNABELLE MORTEL©. 18 12. Exhibit L: Self-Executing Contract Security Agreement #EI988807156US — 19 Dated: 02/08/2025 (AFFIDAVIT and Plain Statement of Facts: NOTICE OF 20 21 CONDITIONAL ACCEPTANCE AND NOTICE OF CLAIM, FRAUD, EXTORTION, COERCION, SLANDER OF TITLE, RACKETEERING, 22 CONSPIRACY, DEED AND TITLE FRAUD, INJURY AND DAMAGE. 23 13. Exhibit M: Self-Executing Contract Security Agreement #RF775822865US — 24 Dated: 02/14/2025 (AFFIDAVIT and Plain Statement of Facts: NOTICE OF 25

-23 of 30-

DEFAULT AND NOTICE OF CLAIM, FRAUD, EXTORTION, COERCION,

SLANDER OF TITLE, RACKETEERING, CONSPIRACY, DEED AND TITLE

FRAUD, INJURY AND DAMAGE.

26

27

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:

- automobile: a passenger vehicle that does not transport persons for hire. This includes station wagons, sedans, vans, and sport utility vehicles. <u>See, California Vehicle Code (CVC) §465</u>.
- 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.
- 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.
 - 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.

- 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. <u>See Black's Law Dictionary 4th, 7th, and 8th Edition pages 913, 777, and 2263 respectively.</u>
- 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 -25 of 30-

7 8.

10

9

11 12

13 14

15

16 17

18

19

20

21 22

23

24 25

26

27

28

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.

- 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.
- 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.
- 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** <u>not</u> infrequently construe "may" as "shall" or "must".— See Black's :aw Dictionary, 4th Edition page 1131.

- 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.
- 14. **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.
- 15. **United States:** For the purposes of this Affidavit, the terms "<u>U</u>nited <u>S</u>tates" 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, <u>united 50 states of America</u>.*
- 16. **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.
- 17. **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.
- 18. **colorable:** That which is in appearance only, and not in reality, what it purports to be. <u>See, Black's Law Dictionary 1st Edition, page 2223.</u>

PROOF F SERVICE 1 STATE OF CALIFORNIA 2 3 SS. COUNTY OF RIVERSIDE 4 I competent, over the age of eighteen years, and not a party to the within 5 action. My mailing address is the Walkernova Group, care of: 30650 Rancho 6 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, 9 JUDGEMENT, and LIEN AUTHORIZATION. 10 2. Exhibit A through M. 11 By United States Mail. I enclosed the documents in a sealed envelope or package 12 addressed to the persons at the addresses listed below by placing the envelope for 13 collection and mailing, following our ordinary business practices. I am readily 14 familiar with this business's practice for collecting and processing correspondence 15 for mailing. On the same day that correspondence is placed for collection and 16 mailing, it is deposited in the ordinary course of business with the United States 17 Postal Service, in a sealed envelope with postage fully prepared. I am a resident or 18 employed in the county where the mailing occurred. The envelope or package was 19 placed in the mail in Riverside County, California, and sent via Registered Mail 20 with a form 3811. 21 22 Naji Doemt, Mary Doumit, Daniel Doemt C/o NAJI DOUMIT, MARINAJ PROPERTIES, FOCUS ESTATES INC 23 1130 South Tamarisk Drive Anaheim, California [92807] 24 Registered Mail #RF775824291US Barry-Lee: O'Connor 25 C/o BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES 3691 Adams Street 26 Riverside, California [92504] Registered Mail #RF775824288US 27 28

- 1	
1	By Electronic Service. Based on a court order and/or an agreement of the
2	parties to accept service by electronic transmission, I caused the documents to be
3	sent to the persons at the electronic notification addresses listed below.
4	Naji Doemt, Mary Doumit, Daniel Doemt
5	C/o NAJI DOUMIT, MARINAJ PROPERTIES, FOCUS ESTATES INC 1130 South Tamarisk Drive
6	Anaheim, California [92807] <u>udlaw2@aol.com</u>
7	Barry-Lee: O'Connor C/o BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES
8	3691 Adams Street Riverside, California [92504] udlaw2@aol.com
10	I declare under penalty of perjury under the laws of the State of California
11	that the above is true and correct. Executed on March 22, 2025 in Riverside County,
12	California.
13	
14	Coley Walker
15	COMMERCIAL OATH AND VERIFICATION:
16	County of Riverside)
17) Commercial Oath and Verification
18	The State of California)
19	I, <u>KEVIN WALKER</u> , under my unlimited liability and Commercial Oath proceeding
20	in good faith being of sound mind states that the facts contained herein are true,
21	correct, complete and not misleading to the best of Affiant's knowledge and belief
22	under penalty of International Commercial Law and state this to be HIS Affidavit of
23	Truth regarding same signed and sealed this 22ND day of MARCH in the year of
24	Our Lord two thousand and twenty five:
25	proceeding sui juris, In Propria Persona, by Special Limited Appearance, All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.
26	
27	By: / Kevin Walker, Attorney In Fact, Secured Party,
28	Executor, national, private bank(er) EIN # 9x-xxxxxxx
	-29 of 30-

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

1	Let this document stand as truth before the Almighty Supreme Creator and let it be
2	established before men according as the scriptures saith: "But if they will not listen,
3	take one or two others along, so that every matter may be established by the testimony of two
4	or three witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every
5	word be established" 2 Corinthians 13:1.
6	Sui juris, By Special Limited Appearance,
7	By: 19-21
8	Donnabelle Mortel (WITNESS)
9	Sui juris, By Special Limited Appearance,
10	By: May Day of Walk
11	Corey Walker (WITNESS)
12	NOTICE:
13	Using a notary on this document does <i>not</i> constitute any adhesion, <i>nor does it alter my</i>
14	status in any manner. The purpose for notary is verification and identification only and
15	not for entrance into any foreign jurisdiction.
16	<u>JURAT</u> :
17	A notary public or other officer completing this certificate veniles only the identity of the individual who signed the
18	State of Riverside) document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
19	County of California) ss.
20	
21	Subscribed and sworn to (or <u>affirmed</u>) before me on this <u>27th</u> day of <u>February</u> , <u>2025</u> by <u>Kevin Walker</u> proved
22	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.
	to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
23	to me on the basis of satisfactory evidence to be the person(s) who appeared before me. Notary public JOYTI PATEL JOYTI PATEL
	to me on the basis of satisfactory evidence to be the person(s) who appeared before me. Joyti Patel Notary public Notary Public - California Notary Publ
23	to me on the basis of satisfactory evidence to be the person(s) who appeared before me. Notary public JOYTI PATEL JOYTI PATEL
23 24	to me on the basis of satisfactory evidence to be the person(s) who appeared before me. Notary public JOYTI PATEL JOYTI PATEL
23 24 25	to me on the basis of satisfactory evidence to be the person(s) who appeared before me. Notary public JOYTI PATEL JOYTI PATEL

-30 of 30AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE, DEFAULT, <u>IUDGEMENT</u>, and <u>LIEN AUTHORIZATION</u>