

-Exhibit A-

**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.

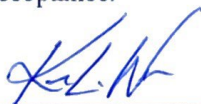
(i) To provide for the use, maintenance, repair, security, or storage of my tangible property;

(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*,  
All rights reserved without prejudice or recourse, U.C.C §1-308, 3-402.

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

By: 

**Corey Delford 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.

# - Exhibit F-

CERTIFIED MAIL # 70220410 000174267708

## JURAT

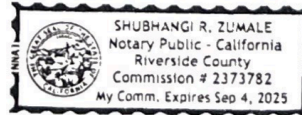
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 ) ss.  
County of Riverside )

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:



-Exhibit B-



**From/Plaintiff:** Kevin: Walker, *sui juris, In Propria Persona.*  
*Executor, Authorized Representative, Secured Party.*

TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©  
c/o 30650 Rancho California Road Suite #406-251  
Temecula, California [92591]  
non-domestic *without* the United States  
Email: [team@walkernovagroup.com](mailto: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):** Gregory D Eastwood,  
Robert C V Bowman, George Reyes.  
C/o SOUTHWEST JUSTICE CENTER  
30755-D Auld Road  
Murrieta, California [92563]  
Registered Mail # RF775820621US  
Email: [info@riversidesheriff.org](mailto:info@riversidesheriff.org) / [ssherman@law4cops.com](mailto:ssherman@law4cops.com)

**To/Defendant(s)/Respondent(s):** Chad Bianco.  
C/o RIVERSIDE COUNTY SHERIFF  
4095 Lemon Street, 2nd floor  
Riverside, California [92501]  
Registered Mail # RF775821613US  
Email: [info@riversidesheriff.org](mailto:info@riversidesheriff.org) / [ssherman@law4cops.com](mailto:ssherman@law4cops.com)

## **AFFIDAVIT and Plain Statement of Facts**

**NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD,  
RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE  
COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON.**

**Kevin: Walker, TMKEVIN WALKER©  
ESTATE, TMKEVIN LEWIS  
WALKER©, TMKEVIN WALKER© IRR  
TRUST,**

Claimant(s)Plaintiff(s),

vs.

**Gregory D Eastwood, Robert C V  
Bowman, George Reyes, William Pratt,  
Robert Gell, GREGORY D  
EASTWOOD, ROBERT C V  
BOWMAN, WILLIAM PRATT,  
GEORGE REYES, ROBERT GELL,  
RIVERSIDE COUNTY SHERIFFS  
DEPARTMENT, Does 1-100 Inclusive,  
Defendant(s)/Respondent(s).**

**CITATION/BOND NO.: TE464702**

1. FRAUD
2. RACKETEERING
3. EMBEZZLEMENT
4. IDENTITY THEFT
5. CONSPIRACY
6. DEPRIVATION OF RIGHTS UNDER  
COLOR OF LAW
7. RECEIVING EXTORTION PROCEEDS
8. FALSE PRETENSES
9. EXTORTION
10. UNLAWFUL IMPRISONMENT
11. TORTURE
12. FORCED PEONAGE
13. MONOPOLIZATION OF TRADE AND  
COMMERCE
14. BANK FRAUD
15. TRANSPORTATION OF STOLEN  
PROPERTY, MONEY, & SECURITIES
16. CONSIDERED AND STIPULATED ONE  
TRILLION DOLLAR  
(\$1,000,000,000.00) JUDGEMENT  
AND LIEN.

COMES NOW TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©,  
TMKEVIN WALKER© IRR TRUST, by and through their *Attorney-In-Fact*,  
**Kevin: Walker**, who is proceeding *sui juris, In Propria Persona*, and by

1 *Special Limited Appearance*, hereby acknowledges receipt of your **OFFER/**  
2 **BOND/CITATION #TE464702**, dated **December 31, 2024, at 9:32 a.m.**

3 (attached hereto as **Exhibit F**). Kevin is a living man, a natural freeborn  
4 Sovereign, **state Citizen: Californian**, and national, invoking His inherent  
5 constitutionally secured and protected rights and exercising the authority  
6 granted by the executed '**Affidavit: Power of Attorney In Fact**', attached  
7 hereto as **Exhibit A** and incorporated herein by reference.

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

13 This communication serves as a formal **NOTICE OF CONDITIONAL**  
14 **ACCEPTANCE** of the aforementioned coerced and extorted contract OFFER,  
15 contingent **upon proof** of the conditions set forth below, governed by the  
16 principles of contract law, legal maxims, common law, and the **Uniform**  
17 **Commercial Code (UCC)**, including but not limited to **UCC §§ 1-103, 2-202,**  
18 **2-204, 2-206**, and the **mailbox/postal rule**.

19 The undersigned, **Kevin: Walker**, herein referred to as Affiant. Affiant is  
20 the Agent, Attorney-In-Fact, **holder in due course**, and **Secured Party** and  
21 Creditor of and for <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS  
22 WALKER©, <sup>TM</sup>KEVIN WALKER© IRR TRUST. Affiant hereby states that he  
23 is of legal age and competent to state on belief and first hand personal  
24 knowledge that the facts set forth herein as duly noted below are true, correct,  
25 complete, and presented in **good faith**, regarding the **coerced and extorted**  
26 commercial contract **OFFER/CONTRACT/TICKET/BOND #TE464702**,  
27 listed under <sup>TM</sup>KEVIN LEWIS WALKER©, pertaining to the private trust  
28 property and private automobile hereafter referred to as "Private Property".

**\*\* Notice of Administrative Process \*\***

This **VERIFIED** Affidavit, NOTICE, and SELF-EXECUTING CONTRACT SECURITY AGREEMENT concerns Defendant(s)/Respondent(s)/You, Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE REYES, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, *Does 1-100 Inclusive*, and their **blatant bad faith** acts of **fraud, racketeering, conspiracy, threats and extortion against foreign officials, official guests, or internationally protected persons, extortion, embezzlement, larceny, coercion, identity theft, extortion of national/internationally protected person, conspiracy to deprive of rights under the color of law, treason, bank fraud, trusts, etc., in restraint of trade, frauds and swindles, mail fraud, forced peonage, monopolization of trade and commerce, willful violation of the Constitution, deprivation of rights under color of law, monopolization of trade and commerce, and intentional and willful and intentional trespass and infringement** of the <sup>TM</sup>KEVIN LEWIS WALKER© trademark, trade name, patent and copyright.

As with any administrative process, You/Defendant(s)/Respondent(s), Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, *Does 1-100 Inclusive* 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 Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, *Does 1-100* or other designated officer of the corporation with evidence in support by Certified, Express, or Registered Mail. **Answers by any other means are considered**

1 a non-response and will be treated as a non-response.

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

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

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

14 **Contract Agreement Terms of Conditional Acceptance:**  
15 **Plain Statement of Facts**

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

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



II. I, Kevin: Walker, *proceeding sui juris, In Propria Persona*, by *Special Limited Appearance*, hereby invoke *equity and fairness*.

III. As a a natural freeborn **Sovereign**, state Citizen: Californian, and **national**, there is no legal *requirement* for me to have such a "license" for **traveling** in my **private** car and/or means of transport. The unrevealed legal purpose of driver's licenses is commercial in nature. Since I **do not** carry passengers 'for hire,' and I **am not** engaged in trade or commerce on the highways, **there is no law 'requiring'** me to have a license to **travel** for my own **private** pleasure and that of my family and friends.

IV. I, Kevin: Walker, *proceeding sui juris, In Propria Persona*, by *Special Limited Appearance*, hereby **declare, state, verify, and affirm** for the record that the 'commercial' and 'for hire' Driver's License/Contract/Bond # **B6735991** has been canceled, revoked, terminated, and liquidated, as evidenced by instructions and notice accepted by **Steven Gordon**, with the California Department of Motor Vehicles," as **evidenced** by Affidavit of TruthRegistered Mail #**RF661447751US**.

V. 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

1 the immunity of himself and his property from arrest or seizure except  
2 under a warrant of the law. He owes nothing to the public so long as he  
3 does not trespass upon their rights." **Hale v. Henkel**, 201 U.S. 43 at 47  
4 (1905).

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

15 VII. **Affiant states and alleges that this Affidavit Notice and Self-Executing**  
16 **Contract and Security Agreement is *prima facie* evidence of fraud,**  
17 **racketeering, indentury theft, treason, breach of trust and fiduciary duties,**  
18 **extortion, coercion, deprivation of rights under the color of law, conspiracy to**  
19 **deprive of rights under the color of law, monopolization of trade and commerce,**  
20 **forced peonage, obstruction of enforcement, extortion of a national/**  
21 **internationally protected person, false imprisonment, torture, creating trusts in**  
22 **restraint of trade dereliction of fiduciary duties, bank fraud, breach of trust,**  
23 **treason, tax evasion, bad faith actions, dishonor, injury and damage to Affiant**  
24 **and proof of claim. See *United States v. Kis*, 658 F.2d, 526 (7<sup>th</sup> Cir. 1981),,**  
25 **"Appellee had the burden of first proving its prima facie case and could do so**  
26 **by affidavit or other evidence."**

27 **UNLAWFUL DETAINMENT AND ARREST while**  
28 **Traveling in Private Automobile**

VIII. On **December 31, 2024**, at approximately 9:32am I, **Kevin: Walker**, *sui juris*, was **traveling privately** in my **private** automobile, displaying a 'PRIVATE' plate, indicating I was 'not for hire' or operating commercially, and the private automobile was not displaying a STATE plate of any sort . This clearly established that the **private** automobile was '**not for hire**' or '**commercial**' use and, therefore explicitly classifying the automobile as **private property**, and **NOT** *within* any statutory and/or commercial jurisdiction. See Exhibit G.

IX. Upon being unlawfully stopped and detained by Defendant/Respondents, Gregory D Eastwood and Robert C V Bowman, I, Affiant, informed **all Defendants** who willfully **conspired** on the scene in violation of 18 U.S.C. §§ 241 and 242, that I was a state Citizen, non-citizen natinoal/**national, privately traveling** in My **private** automobile, as articulated by Me and as evidenced by the 'PRIVATE' plate on the private automobile. **This includes William Pratt and George Reyes.**

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

XI. The **private** automobile is duly reflected on Private UCC Contract Trust/ UCC1 filing **#2024385925-4, and UCC3 filing #2024402990-2, both filings** attached hereto as **Exhibits B and C** respectively, and incorporated herein by reference

XII. Under **threat, duress, and coercion, and at gunpoint**, Gregory D Eastwood and Robert C V Bowman were presented with a national/non-citizen national, **#C35510079** and passport book **#A39235161**. Copy attached hereto as **Exhibits N and O** respectively, and incorporated herein by reference.

1 XIII. Defendant/ Respondents, acted against the Constitution, even when  
2 reminded of their duties to support and uphold the Constitution.

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

7 XV. I, Kevin: Walker, *sui juris*, should never have been stopped exercising my  
8 right to travel, in a private automobile that was clearly marked "PRIVATE"  
9 and "not for hire" and "not for commercial use."

10 **FRAUDULENT ALTERATION OF SIGNATURE,**  
11 **COERCION, ASSAULT, DISPARAGEMENT,**

12 XVI. During release procedures, Defendant Robert Gell threatened to "house" Kevin:  
13 Walker if Kevin did not sign every document presented, exactly as he (Robert  
14 Gell) waned Kevin to. Camera records will evidence Robert telling to return to the  
15 release tank for no apparent reason, and then **assaulting, shoving, and pushing**  
16 Kevin into the tank at the end of the walk.

17 XVII. Defendant Robert Gell went as far as aggressively rushing around a desk and  
18 assaulting Kevin, and snatching a pen from Kevin's hand, because Kevin  
19 attempted to write 'under duress' by his signature.

20 XVIII. Defendant Robert Gell willfully and intentionally altered Affiant's signature  
21 on one document and crossed out 'UCC 1-308,' immediately after Affiant hand  
22 wrote it on the document.

23 XIX. Robert Gell stated he had no idea what an attorney-in-fact is and that Kevin:  
24 Walker was a, [" ]jackass[" ].

25 **FRUIT OF THE POISONOUS TREE DOCTRINE**

26 XX. Affiant further asserts and establishes on the record that the undisputedly  
27 unlawful and unconstitutional stop, arrest, and subsequent actions of the  
28 Defendants/ Respondents are in violation of the Fourth Amendment to the

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

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

**CONDITIONALLY ACCEPTED upon proof**

XXII. All statements, claims, offer, terms presented in your **coerced and extorted** OFFER (#TE464702) are CONDITIONALLY ACCEPTED upon proof of the following **from You/Defendant(s)/Respondent(s)**:

1. **Upon Proof from You/Defendant(s)/Respondent(s) CITATION/INSTRUMENT/OFFER #TE464702** was accepted intentionally, willfully, and and indorsed, and not done so under threat, duress, and/or coercion, and with full and complete disclosure (Exhibit F).
2. **Upon Proof from You/Defendant(s)/Respondent(s) that California Vehicle Code § 260** applies to private "automobiles" and explicitly requires their registration, notwithstanding the clear distinction made between private and commercial vehicles in the code itself.
3. **Upon Proof from You/Defendant(s)/Respondent(s) that 18 U.S. Code § 31(6)** includes private "automobiles" within its definition of "motor vehicle," contrary to its express limitation to vehicles used for commercial purposes.

- 1     **4. Upon Proof from You/Defendant(s)/Respondent(s)** that the cited  
2     private “automobiles” (“Private Property”) was required to be  
3     registered despite displaying a **private plate** identifying it as a **private**  
4     **transport** and not for commercial use, as evidenced by the photograph  
5     of the private decal and PLATE displayed on the private “automobile.”  
6     A picture of the private PLATE attached hereto as **Exhibit G** and  
7     incorporated herein by reference.
- 8     **5. Upon Proof from You/Defendant(s)/Respondent(s)** that it is NOT a  
9     fundamental **Right** to travel, and it is **factually** and actually a privilege, and  
10    NOT a gift granted by the Supreme Creator and restated by our founding  
11    fathers as *Unalienable* and cannot be taken by any Man / Government made  
12    Law or color of law known as a private “Code” (secret) or a “Statute.”
- 13    **6. Upon Proof from You/Defendant(s)/Respondent(s) of Jurisdiction and**  
14    **Authority:**
  - 15       • Provide evidence demonstrating the issuing authority’s jurisdiction to  
16       impose statutory obligations upon private individuals utilizing private  
17       *automobiles* for personal purposes.
- 18    **7. Upon Proof from You/Defendant(s)/Respondent(s) of Lawful**  
19    **Consideration:**
  - 20       • Provide evidence that the coerced and extorted CITATION constitutes  
21       a *valid* contract supported by **lawful consideration**, which was  
22       entered into **knowingly, willfully, free of coercion, threat,**  
23       **intimidation, or other felonious and bad faith actions, with full and**  
24       **complete disclosure. Without mutual consent and valuable**  
25       **consideration, no valid contract can exist under common law or UCC**  
26       **principles.**
- 27    **8. Upon Proof from You/Defendant(s)/Respondent(s)** that the living  
28    man, natural born Sovereign, state Citizen: Californian, national/non-



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

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

10. **Upon Proof from You/Defendant(s)/Respondent(s) that a vehicle NOT used for commercial activity is NOT a "consumer good , and ...it IS a type of vehicle required to be registered and "use tax" paid of which the tab is evidence of receipt of the tax. See, [Bank of Boston vs Jones, 4 UCC Rep. Serv. 1021, 236 A2d 484, UCC PP 9-109.14.](#)**

11. **Upon Proof from You/Defendant(s)/Respondent(s) that the entirety of this transaction does not constitute a "commercial" matter under applicable law.**

12. **Upon Proof from You/Defendant(s)/Respondent(s) that, 'the claim and exercise of a constitutional right CAN be converted into a crime.'** See, [Miller v. U.S., 230 F 2d 486, 489.](#)

13. **Upon Proof from You/Defendant(s)/Respondent(s) that, the owner DOES NOT have constitutional right to use and enjoyment of his property."** See, [Simpson v. Los Angeles \(1935\), 4 C.2d 60, 47 P.2d 474.](#)

14. Upon Proof from You/Defendant(s)/Respondent(s) that **private men and women** are required to give up their **right** to “travel,” for the purported “benefit” and privilege of “driving” a “motor vehicle.”
15. Upon Proof from You/Defendant(s)/Respondent(s) that [28 U.S. Code § 3002\(15\) - Definitions](#) does **NOT** stipulate, “United States” means — (A) a [Federal corporation](#); (B) an agency, department, commission, board, or other entity of the United States; or (C) an instrumentality of the United States.
16. Upon Proof from You/Defendant(s)/Respondent(s) that [Title 8 U.S. Code 1101\(a\)\(22\) - Definition](#), does NOT expressly stipulates, “ (22)The term “**national** of the United States” means (A) a citizen of the United States, or (B) a person who, though **not** a citizen of the United States, owes permanent allegiance to the United States.
17. Upon Proof from You/Defendant(s)/Respondent(s) that, the individual may **NOT** stand upon his **constitutional rights** as a citizen. He is NOT entitled to carry on his **private** business in his own way. **His power to contract is NOT unlimited**. He owes such duty [to submit his books and papers for an examination] to the State, and upon proof that his rights are NOT such as existed by the law of the land [Common Law] **long antecedent to the organization of the State**, and CAN be taken from him without due process of law, or in accordance with the Constitution. NOT 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, and upon proof that he owes the public even though does not trespass upon their rights**. See, [Hale v. Henkel, 201 U.S. 43 at 47 \(1905\)](#).
18. Upon Proof from You/Defendant(s)/Respondent(s) that All laws which are repugnant to the Constitution are NOT **null and void**. See, [Chief Justice Marshall, Marbury vs Madison, 5, U.S. \(Cranch\) 137, 174, 176 \(1803\)](#).



19. **Upon Proof from You/Defendant(s)/Respondent(s) that the for Hire”**  
DRIVER’S LICENSE CONTRACT and AGREEMENT BOND  
#B6735991 **was NOT** CANCELED, TERMINATED, REVOKED, and  
**LIQUIDATED**, ACCEPTED FOR VALUE AND EXEMPT FROM LEVY,  
FOR RELEASE, CREDIT, AND DEPOSIT TO **PRIVATE** POST  
REGISTERED, with the U.S. Treasury, with the retaining full control  
and access to all respective right, interest, titles, and credits, as  
evidenced by the contract security agreement and affidavit titled,  
‘AFFIDAVIT RIGHT TO TRAVEL CANCELLATION, TERMINATION,  
AND REVOCATION of COMMERCIAL “For Hire” DRIVER’S  
LICENSE CONTRACT and AGREEMENT. LICENSE/BOND #  
B6735991. A true and correct copy attached hereto as **Exhibit D** and  
incorporated herein by reference.

20. **Upon Proof from You/Defendant(s)/Respondent(s) that it WAS NOT**  
noted in *Land v. Dollar*, 338 US 731 (1947), “that when the government  
entered into a commercial field of activity, it **left immunity behind.**”  
This principle is further affirmed in *Brady v. Roosevelt*, 317 U.S. 575  
(1943); *FHA v. Burr*, 309 U.S. 242 (1940); and *Kiefer v. RFC*, 306 U.S. 381  
(1939).

21. **Upon Proof from You/Defendant(s)/Respondent(s) that it was NOT**  
established under the Clearfield Doctrine, as articulated in *Clearfield*  
*Trust Co. v. United States*, 318 U.S. 363 (1943), that when the government  
engages in commercial or proprietary activities, it sheds its sovereignty  
and is subject to the same rules and liabilities as any private  
corporation.

## **LEGAL STANDARDS, MAXIMS, and PRECEDENT**

XXIII. In support of this CONDITIONAL ACCEPTANCE and Affidavit and  
Notice and Self-Executing Contract and Security Agreement Affiant cites

the following established legal standards, legal maxims, precedent, and principles:

## **Use defines classification:**

1. It is **well established law** that the **highways** of the state are **public property**, and **their primary and preferred use is for private purposes**, and that their use for purposes of gain is special and extraordinary which, generally at least, the legislature may prohibit or condition as it sees fit." **Stephenson vs. Rinford**, 287 US 251; **Pachard vs Banton**, 264 US 140, and cases cited; **Frost and F. Trucking Co. vs. Railroad Commission**, 271 US 592; **Railroad commission vs. Inter-City Forwarding Co.**, 57 SW.2d 290; **Parlett Cooperative vs. Tidewater Lines**, 164 A. 313
2. The **California Motor Vehicle Code, section 260**: Private cars/vans etc. not in commerce / for profit, are immune to registration fees:
  1. (a) A "**commercial vehicle**" is a vehicle of a type **REQUIRED** to be **REGISTERED** under this code".
  2. (b) "Passenger vehicles which are **not used** for the transportation of persons **for hire**, compensation or profit, and housecars, **are not commercial vehicles**".
  3. (c) "a vanpool vehicle is not a **commercial** vehicle."
3. **18 U.S. Code § 31 - Definition**, expressly stipulates, "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".
4. A vehicle not used for **commercial** activity is a "consumer goods", ...it is **NOT** a type of vehicle **required** to be registered and "use tax" paid of which the tab is evidence of receipt of the tax." **Bank of Boston vs Jones**, 4 UCC Rep. Serv. 1021, 236 A2d 484, UCC PP 9-109.14.

- 1 5. "The 'privilege' of using the streets and highways by the  
2 operation thereon of motor carriers for hire can be acquired only  
3 by permission or license from the state or its political subdivision.  
4 " — Black's Law Dictionary, 5th ed, page 830.
- 5 6. "It is held that a tax upon common carriers by motor vehicles is  
6 based upon a reasonable classification, and does not involve any  
7 unconstitutional discrimination, although **it does not apply to**  
8 **private vehicles**, or those used by the owner in his own business,  
9 and not for hire." **Desser v. Wichita, (1915) 96 Kan. 820; Iowa**  
10 **Motor Vehicle Asso. v. Railroad Comrs., 75 A.L.R. 22.**
- 11 7. "Thus self-driven vehicles are **classified according to the use** to  
12 which they are put rather than according to the means by which  
13 they are propelled." Ex Parte Hoffert, 148 NW 20.
- 14 8. In view of this rule a statutory provision that the supervising  
15 officials "**may**" exempt such persons when the transportation is  
16 not on a commercial basis means that they "**must**" **exempt them.**"  
17 **State v. Johnson, 243 P. 1073; 60 C.J.S. section 94 page 581.**
- 18 9. "The use to which an item is put, rather than its physical  
19 **characteristics**, determine whether it should be classified as  
20 ``consumer goods" under UCC 9- 109(1) or ``equipment" under  
21 UCC 9-109(2)." **Grimes v Massey Ferguson, Inc., 23 UCC Rep Serv**  
22 **655; 355 So.2d 338 (Ala., 1978).**
- 23 10. "Under UCC 9-109 there is a real distinction between goods  
24 purchased for personal use and those purchased for business use.  
25 The two are mutually exclusive and the **principal use to which the**  
26 **property is put should be considered as determinative.**" **James**  
27 **Talcott, Inc. v Gee, 5 UCC Rep Serv 1028; 266 Cal.App.2d 384, 72**  
28 **Cal.Rptr. 168 (1968).**

11. "The **classification of goods** in UCC 9-109 **are mutually exclusive.**"

**McFadden v Mercantile-Safe Deposit & Trust Co.**, 8 UCC Rep Serv 766; 260 Md 601, 273 A.2d 198 (1971).

12. "The classification of ``goods" under [UCC] 9-109 **is a question of fact.**"

**Morgan County Feeders, Inc. v McCormick**, 18 UCC Rep Serv 2d 632; 836 P.2d 1051 (Colo. App., 1992).

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

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

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

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

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

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

18. Freedom to **travel** is, indeed, an important aspect of the citizen's "liberty".

We are first concerned with the extent, if any, to which Congress has authorized its curtailment. (Road) **Kent v. Dulles**, 357 U.S. 116, 127.

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

20. "Even the legislature **has no power** to deny to a citizen the **right** to travel upon the highway and transport his property in the ordinary course of his business or pleasure, though this right may be regulated in accordance with public interest and convenience. *Chicago Coach Co. v. City of Chicago*, 337 Ill. 200, 169 N.E. 22, 206.

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

22. "The **right** of a citizen to travel upon the highway and transport his property thereon in the ordinary course of life and business **differs radically and obviously from that of one who makes the highway his place of business**

1 and uses it for private gain, in the running of a stage coach or omnibus. The  
2 former is the usual and ordinary **right** of a citizen, a **right** common to all;  
3 while the latter is special, unusual and extraordinary. As to the former, the  
4 extent of legislative power is that of regulation; but as to the latter its power  
5 is broader; the right may be wholly denied, or it may be permitted to some  
6 and denied to others, because of its extraordinary nature. This distinction,  
7 elementary and fundamental in character, is recognized by all the  
8 authorities."

9 23. "Even the legislature has no power to deny to a citizen the **right** to travel  
10 upon the highway and transport his/her property in the ordinary course of  
11 his business or pleasure, though this right may be regulated in accordance  
12 with the public interest and convenience." ["regulated" means traffic safety  
13 enforcement, stop lights, signs etc.] — Chicago Motor Coach v. Chicago, 169  
14 NE 22.

15 24. "The claim and exercise of a constitutional **right** cannot be converted into a  
16 crime." — Miller v. U.S., 230 F 2d 486, 489.

17 25. "There can be no sanction or penalty imposed upon one because of this  
18 exercise of constitutional **rights**." — Sherar v. Cullen, 481 F. 945

19 26. The **right** of the citizen to **travel** upon the highway and to transport his  
20 property thereon, in the ordinary course of life and business, differs radically  
21 and obviously from that of one who makes the highway his place of business  
22 for private gain in the running of a stagecoach or omnibus." — State vs. City  
23 of Spokane, 186 P. 864.

24 27. "The **right** of the citizen to **travel** upon the public highways and to transport  
25 his/her property thereon either by carriage or automobile, is **not** a mere  
26 privilege which a city [or State] may prohibit or permit at will, but a common  
27 right which he/she has under the **right** to life, liberty, and the pursuit of  
28 happiness." — Thompson v. Smith, 154 SE 579.



- 1 28. "The **right** of the Citizen to **travel** upon the public highways and to  
2 transport his property thereon, in the ordinary course of life and  
3 business, is a common **right** which he has under the **right** to enjoy life  
4 and liberty, to acquire and possess property, and to pursue happiness  
5 and safety. It includes the right, in so doing, to use the ordinary and  
6 usual conveyances of the day, and under the existing modes of **travel**,  
7 includes the right to drive a horse drawn carriage or wagon thereon or  
8 to operate an automobile thereon, for the usual and ordinary purpose  
9 of life and business." — Thompson vs. Smith, supra.; Teche Lines vs.  
10 Danforth, Miss., 12 S.2d 784.
- 11 29. "The use of the highways for the purpose of **travel** and transportation  
12 is not a mere **privilege**, but a common and fundamental **Right** of which  
13 the public and the individual cannot be rightfully deprived." — Chicago  
14 Motor Coach vs. Chicago, 169 NE 22; Ligare vs. Chicago, 28 NE  
15 934; Boon vs. Clark, 214 SSW 607; 25 Am. Jur. (1st) Highways Sect. 163.
- 16 30. "The **right** to b is part of the Liberty of which a citizen cannot deprived  
17 without due process of law under the Fifth Amendment. This Right  
18 was emerging as early as the Magna Carta." — Kent vs. Dulles, 357 US  
19 116 (1958).
- 20 31. "The state **cannot** diminish **Rights** of the people." — Hurtado vs.  
21 California, 110 US 516.
- 22 32. "Personal liberty largely consists of the Right of locomotion -- to go where  
23 and when one pleases -- only so far restrained as the Rights of others may  
24 make it necessary for the welfare of all other citizens. The **Right** of the  
25 Citizen to **travel** upon the public highways and to transport his property  
26 thereon, by horse drawn carriage, wagon, or automobile, is not a mere  
27 **privilege** which may be permitted or prohibited at will, but the  
28 common **Right** which he has under his **Right** to life, liberty, and the pursuit

of happiness. Under this Constitutional guarantee one may, therefore, under normal conditions, **travel** at his inclination along the public highways or in public places, and while conducting himself in an orderly and decent manner, neither interfering with nor disturbing another's Rights, he will be protected, not only in his person, but in his safe conduct." — II Am.Jur. (1st Constitutional Law, Sect.329, p.1135.

33. 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.

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

## **NO QUALIFIED OR LIMITED IMMUNITY**

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

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

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

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



39. "Ignorance of the law does not excuse misconduct in anyone, least of all in a sworn officer of the law." **In re McCowan** (1917), 177 C. 93, 170 P. 1100.
40. "All are presumed to know the law." **San Francisco Gas Co. v. Brickwedel** (1882), 62 C. 641; **Dore v. Southern Pacific Co.** (1912), 163 C. 182, 124 P. 817; **People v. Flanagan** (1924), 65 C.A. 268, 223 P. 1014; **Lincoln v. Superior Court** (1928), 95 C.A. 35, 271 P. 1107; **San Francisco Realty Co. v. Linnard** (1929), 98 C.A. 33, 276 P. 368.
41. "It is one of the fundamental maxims of the common law that ignorance of the law excuses no one." **Daniels v. Dean** (1905), 2 C.A. 421, 84 P. 332.
42. "the people, not the States, are sovereign." — *Chisholm v. Georgia*, 2 Dall. 419, 2 U.S. 419, 1 L.Ed. 440 (1793).
43. **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".
44. **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."
45. **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.
46. **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).
47. **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.** (12 Pet. 1:25; Heb. 6:13-15;). "He who does not deny, admits."
48. **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN COMMERCE.** (Heb. 6:16-17;). "There is nothing left to resolve.

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

49. **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."

50. **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."

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

**FURTHER AFFIANT SAYETH NOT.**

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### ***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

1 conditionally accepting the citation and dispatching this notice via USPS  
2 Certified, Registered, and/or Express mail, Claimant(s)/Plaintiff(s) has/have  
3 created a binding contract agreement and obligation which You/Defendant(s)/  
4 Respondent(s) are **contractually bound and obligated to**.

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

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

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

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

16 **Legal and Procedural Basis**

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

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

24 **2. Offer and Acceptance:**

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

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

**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.

**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), Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, *Does 1-100*, 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  
**TERMINATE these proceeding immediately**, and pay the below mentioned  
Three Hundred Million Dollar Restitution and Settlement payment, and  
releasing all special deposit funds and/or Credits due to Affiant and/or  
Complainant(s)/Plaintiff(s).

**Three Hundred Million (\$300,000,000.00 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**,  
Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert  
Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT,  
GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS  
DEPARTMENT, *Does 1-100*, 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 **Three Hundred Million U.S. Dollars (\$300,000,000.00  
USD)**, which shall become **immediately** due and payable to <sup>TM</sup>WG EXPRESS  
TRUST©, <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or  
<sup>TM</sup>KEVIN WALKER© IRR TRUST: Complainant(s)/Plaintiff(s).

**One Trillion Dollar (\$1,000,000,000,000.00 USD)  
Default Judgement and Lien**

If You/Defendant(s)/Respondent(s) 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  
**#RIVSHERTREAS12312024**, totaling **One Trillion Dollars (\$1,000,000,000,000.00)**,  
shall become **immediately** due and payable in full.

1 **Furthermore**, if You/Respondent(s)/Defendant(s), fail to respond and  
2 perform **within three (3) days** from the date of receipt of this communication, You/  
3 Defendant(s)/Respondent(s), **individually and collectively**, **admit the statements**  
4 **and claims** by **TACIT PROCURATION**, and completely agree that you/they  
5 individually and collectively are guilty of **fraud, racketeering, indentity theft,**  
6 **treason, breach of trust and fiduciary duties, extortion, coercion, deprivation of**  
7 **rights under the color of law, conspiracy to deprive of rights under the color of law,**  
8 **monopolization of trade and commerce, forced peonage, obstruction of**  
9 **enforcement, extortion of a national/internationally protected person, false**  
10 **imprisonment, torture, creating trusts in restraint of trade dereliction of fiduciary**  
11 **duties, bank fraud, breach of trust, treason, tax evasion, bad faith actions, dishonor,**  
12 **injury and damage to Affiant.**

## 13 **JUDGEMENT AND COMMERCIAL LIEN** 14 **AUTHORIZATION**

15 Moreover, if You/Defendant(s)/Respondent(s), fail to respond **within three (3)**  
16 **days** from the date of receipt of this communication, you/they **individually and**  
17 **collectively**, **fully and unequivocally Decree, Accept, fully Authorize (in accord with**  
18 **UCC section 9), indorse, support, and advocate for a **judgement**, and/or **SUMMARY****  
19 **JUDGEMENT, and/or **commercial lien** of **One Trillion Dollars (\$1,000,000,000,000.00)****  
20 **against** You/Respondent(s)/Defendant(s), Gregory D Eastwood, Robert C V Bowman,  
21 George Reyes, William Pratt, Robert Gell, GREGORY D EASTWOOD, ROBERT C V  
22 BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY  
23 SHERIFFS DEPARTMENT, *Does 1-100*, **in favor of**, <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>KEVIN  
24 WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or <sup>TM</sup>KEVIN WALKER© IRR  
25 TRUST, and/or their lawfully designated ASSIGNEE(S).

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



**indorse, support and advocate for** <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or <sup>TM</sup>KEVIN WALKER© IRR TRUST, and/or their lawfully designated ASSIGNEE(S) to formally notify the United States Treasury, Internal Revenue Service, the respective Congress (wo)man, 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 Trillion Dollars (\$1,000,000,000,000.00 USD)** as the **income to You/Defendant(s)/Respondent(s) and lost revenue and/or income to** Affiant, and/or <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or <sup>TM</sup>KEVIN WALKER© IRR TRUST, and/or their lawfully designated ASSIGNEE(S).

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## **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 Trillion U.S. Dollars (\$1,000,000,000,000.00 USD)**, for **immediate credit to** Affiant, and/or <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or <sup>TM</sup>KEVIN WALKER© IRR TRUST, 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, Affiant, and/or <sup>TM</sup>WG

EXPRESS TRUST©, <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or <sup>TM</sup>KEVIN WALKER© IRR TRUST, 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 Trillion Dollars (\$1,000,000,000,000.00 USD)**.

//

**\*\*\* 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\*\*\* :**

//

**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 6<sup>th</sup> 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).

**COPY of this ACTUAL AND CONSTRUCTIVE NOTICE sent to the following WITNESSES by way of Registered Mail with Misprision of Felony Obligations:**

**To/Cc:** Rob Bonta, Fiduciary(ies),  
C/o Office of the Attorney General  
1300 "I" Street  
Sacramento, California [95814-2919]  
Registered Mail # **RF775820670US**.

**To/Cc:** Issa, Darrel  
C/o U.S. HOUSE OF REPRESENTATIVES  
Washington, District of Colombia [20515]  
Registered Mail # **RF775820666US**.

**To/Cc:** Michael Hestrin, Fiduciary(ies),  
C/o Office of the District Attorney  
3960 Orange Street  
Riverside California [92501]  
Registered Mail # **RF775820652US**.

**To/cc:** Merrick Garland  
C/o OFFICE OF THE ATTORNEY GENERAL  
950 Pennsylvania Avenue Nw  
Washington, District of Colombia, [20530]  
Registered Mail # **RF775820649US**

Invoice # **RIVSHERTREAS12312024****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 <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>KEVIN 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 :	<u>\$10,000,000.00</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:	\$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 <sup>TM</sup> 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 12/10/2024: \$300,000,000.00 USD****Total Due after 12/10/2024: \$1,000,000,000,000.00 USD**

## **EXHIBITS/ATTACHMENTS:**

1. **Exhibit A:** Affidavit: Power of Attorney In Fact'
2. **Exhibit B:** Private UCC Contract Trust/UCC1 filing #2024385925-4.
3. **Exhibit C:** Private UCC Contract Trust/UCC3 filing ##2024402990-2 .
4. **Exhibit D:** Affidavit Right of Travel CANCELLATION, TERMINATION, AND  
REVOCAION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT  
and AGREEMENT. LICENSE/BOND # B6735991
5. **Exhibit E:** Revocation Termination and Cancelation of Franchise.
6. **Exhibit F:** CITATION/BOND #TE464702, accepted under threat, duress, and  
coercion: AS EVIDENCED BY SIGNATURE LINE.
7. **Exhibit G:** Automobile's PRIVATE PLATE displayed on the automobile
8. **Exhibit H:** Screenshot of "Automobile" and "commercial vehicle" from DMV  
website
9. **Exhibit I:** Screenshot of CA CODE § 260 from <https://leginfo.legislature.ca.gov>
10. **Exhibit J:** Photo(s) of Defendant/Respondent Gregory D Eastwood.
11. **Exhibit K:** Photo(s) of Defendant/Respondent Robert C V Bowman.
12. **Exhibit L:** Photo(s) of Defendant/Respondent Willam Pratt.
13. **Exhibit M:** AFFIDAVIT CERTIFICATE of STATUS, ASSETS, RIGHTS,  
JURISDICTION, AND PROTECTIONS as national/non-citizen national, foreign  
government, foreign official, internationally protected person, international  
organization, secured party/secured creditor, and/or national of the United  
States, #RF661448964US.
14. **Exhibit N:** national/non-citizen national passport card #C35510079.
15. **Exhibit O:** national/non-citizen national passport book #A39235161.
16. **Exhibit P:** <sup>TM</sup>KEVIN LEWIS WALKER© Copyright and Trademark Agreement.
17. **Exhibit Q:**

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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. **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.

- 1 8. **discharge:** To cancel or unloose the obligation of a contract; to make an agreement or contract null and  
2 inoperative. Its principal species are rescission, release, accord and satisfaction, performance,  
3 judgement, composition, bankruptcy, merger. As applied to demands claims, right of action,  
4 incumbrances, etc., to discharge the debt or claim is to extinguish it, to annul its obligatory force, to  
5 satisfy it. And here also the term is generic; thus a dent , a mortgage. As a noun, the word means the act  
6 or instrument by which the binding force of a contract is terminated, irrespective of whether the  
7 contract is carried out to the full extent contemplated (in which case the discharge is the result of  
8 performance) or is broken off before complete execution. See, Blacks Law Dictionary 1st, page
- 9 9. **pay:** To discharge a debt; to deliver to a creditor the value of a debt, either in  
10 money or in goods, for his acceptance. To pay is to deliver to a creditor the  
11 value of a debt, either in money or In goods, for his acceptance, by which the  
12 debt is discharged. See Blacks Law Dictionary 1st, 2nd, and 3rd edition, pages  
13 880, 883, and 1339 respectively.
- 14 10. **payment:** The performance of a duty, promise, or obligation, or discharge of a debt or liability. by the  
15 delivery of money or other value. Also the money or thing so delivered. Performance of an obligation  
16 by the delivery of money or some other valuable thing accepted in partial or full discharge of the  
17 obligation. [Cases: Payment 1. C.J.S. Payment § 2.] 2. The money or other valuable thing so delivered in  
18 satisfaction of an obligation. See Blacks Law Dictionary 1st and 8th edition, pages 880-811 and  
19 3576-3577, respectively.
- 20 11. **driver:** The term "driver" (i.e: "driver's license") means One **employed** in conducting a coach, carriage,  
21 wagon, or other vehicle, with horses, mules, or other animals.
- 22 12. **may:** An auxiliary verb qualifying the meaning of another verb by expressing ability, competency,  
23 liberty, permission, probability or contingency. — Regardless of the instrument, however, whether  
24 constitution, statute, deed, contract or whatnot, **courts not infrequently construe "may" as "shall" or**  
25 **"must".** — See Black's Law Dictionary, 4th Edition page 1131.
- 26 13. **extortion:** The term "**extortion**" means the obtaining of property from another, **with his consent,**  
27 **induced by wrongful use of actual or threatened force, violence, or fear, or under color of official**  
28 **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 "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.*
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. See, Black's Law Dictionary 1st Edition, page 2223.

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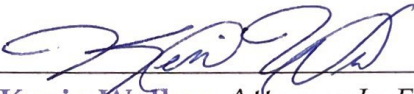
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**COMMERCIAL OATH AND VERIFICATION:**

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

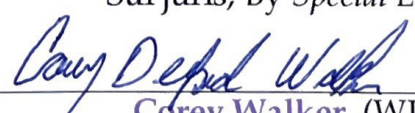
I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and not misleading to the best of Affiant's knowledge and belief under penalty of International Commercial Law and state this to be HIS Affidavit of Truth regarding same signed and sealed this 1ST day of JANUARY 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**, 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)

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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.

**JURAT:**

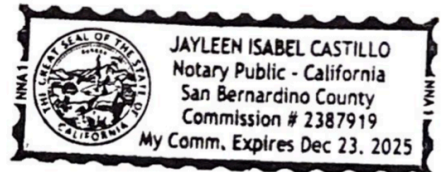
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Riverside )  
County of California ) ss.

Subscribed and ~~sworn~~ to (or affirmed) before me on this 2nd day of January, 2025 by Kevin Walker proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Jayleen Isabel Castillo Notary public  
print

Jayleen Castillo Seal:



-Exhibit C-

**From/Plaintiff:** Kevin: Walker, *sui juris, In Propria Persona.*  
Executor, Authorized Representative, Secured Party, Master Beneficiary  
TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS WALKER©  
c/o 30650 Rancho California Road Suite #406-251  
Temecula, California [92591]  
non-domestic without the United States  
Email: [team@walkernovagroup.com](mailto: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):** Gregory D Eastwood,  
Robert C V Bowman, George Reyes.  
C/o SOUTHWEST JUSTICE CENTER  
30755-D Auld Road  
Murrieta, California [92563]  
Registered Mail # RF775821088US  
Email: [info@riversidesheriff.org](mailto:info@riversidesheriff.org) / [ssherman@law4cops.com](mailto:ssherman@law4cops.com)

**To/Defendant(s)/Respondent(s):** Chad Bianco.  
C/o RIVERSIDE COUNTY SHERIFF  
4095 Lemon Street, 2nd floor  
Riverside, California [92501]  
Registered Mail # RF775821131US  
Email: [info@riversidesheriff.org](mailto:info@riversidesheriff.org) / [ssherman@law4cops.com](mailto:ssherman@law4cops.com)

## **AFFIDAVIT and Plain Statement of Facts**

**NOTICE OF DEFAULT, and FRAUD, RACKETEERING, CONSPIRACY,  
DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY  
THEFT, EXTORTION, COERCION, TREASON.**

**Kevin: Walker, TMKEVIN WALKER©  
ESTATE, TMKEVIN LEWIS  
WALKER©, TMKEVIN WALKER© IRR  
TRUST,**

Claimant(s)Plaintiff(s),

vs.

**Chad Bianco, Gregory D Eastwood,  
Robert C V Bowman, George Reyes,  
William Pratt, Robert Gell, CHAD  
BIANCO, GREGORY D EASTWOOD,  
ROBERT C V BOWMAN, WILLIAM  
PRATT, GEORGE REYES, ROBERT  
GELL, RIVERSIDE COUNTY  
SHERIFFS DEPARTMENT, Does 1-100  
Inclusive,**

Defendant(s)/Respondent(s).

**CITATION/BOND NO.: TE464702**

1. FRAUD
2. RACKETEERING
3. EMBEZZLEMENT
4. IDENTITY THEFT
5. CONSPIRACY
6. DEPRIVATION OF RIGHTS UNDER  
COLOR OF LAW
7. RECEIVING EXTORTION PROCEEDS
8. FALSE PRETENSES
9. EXTORTION
10. UNLAWFUL IMPRISONMENT
11. TORTURE
12. KIDNAPPING
13. FORCED PEONAGE
14. MONOPOLIZATION OF TRADE AND  
COMMERCE
15. BANK FRAUD
16. TRANSPORTATION OF STOLEN  
PROPERTY, MONEY, & SECURITIES
17. CONSIDERED AND STIPULATED ONE  
TRILLION DOLLAR  
(\$1,000,000,000.00) JUDGEMENT  
AND LIEN.

**COMES NOW,** Claimant(s)/Plaintiff(s) TMKEVIN WALKER© ESTATE and  
TMKEVIN LEWIS WALKER© and TMKEVIN WALKER© IRR TRUST, (hereinafter  
"Plaintiffs"), by and through their Attorney-In-Fact, **Kevin: Walker**, who is

proceeding *sui juris, In Propria Persona* (*pro per*), and by *Special Limited Appearance*. Kevin is a natural freeborn Sovereign and state Citizen of California the republic in its De'jure capacity as one of the several states of the Union 1789. This incidentally makes him a non-citizen national/national American Citizen of the republic as per the De'Jure Constitution for the United States 1777/1789. Claimant(s)/Plaintiff(s), acting through their Attorney(s)-in-Fact, assert their unalienable right to contract, as secured by Article I, Section 10 of the Constitution, which states: "No State shall... pass any Law impairing the Obligation of Contracts." and thus which prohibits states from impairing the obligation of contracts. This clause unequivocally prohibits states from impairing the obligation of contracts, including but not limited to, a trust and contract agreement as an 'Attorney-In-Fact,' and any private contract existing between Plaintiffs and Defendants. A copy of the 'Affidavit: Power of Attorney In Fact,' is attached hereto as Exhibits A and incorporated herein by reference. Plaintiffs further rely on their unalienable and inherent rights under the Constitution and the common law — rights that predate the formation of the state and remain safeguarded by due process of law.

## I. Constitutional Basis:

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

Plaintiffs respectfully assert and affirm:

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



process of law, and in accordance with the Constitution. Among his rights are a refusal to incriminate himself, and the immunity of himself and his property from arrest or seizure except under a warrant of the law. He owes nothing to the public so long as he does not trespass upon their rights." (*Hale v. Henkel*, 201 U.S. 43, 47 [1905]).

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

## II. Supremacy Clause

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 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. NOTICE OF DEFAULT

This notice serves as formal NOTICE OF DEFAULT, concerning Contract/Bond/ Ticket Number TE464702. This communication shall serve as a formal NOTICE OF DEFAULT of the aforementioned coerced and extorted offer, which was conditionally accepted contingent upon proof of the conditions set forth herein, governed by the principles of contract law, legal maxims, common law, and the Uniform Commercial Code (UCC), including but not limited to UCC §§ 1-103, 2-202, 2-204, 2-206, and the mailbox/postal rule.

The undersigned, Kevin: Walker, herein referred to as Affiant. Affiant is the Agent, Attorney-In-Fact, holder in due course, and Secured Party and Creditor of and for <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, <sup>TM</sup>KEVIN WALKER© IRR TRUST. Affiant hereby states that he is of legal age and competent to state on belief and first hand personal knowledge that the facts set forth herein as duly noted below are true, correct, complete, and presented in good faith, regarding the coerced and extorted commercial contract OFFER/CONTRACT/TICKET/BOND #TE464702, listed under <sup>TM</sup>KEVIN LEWIS WALKER©, pertaining to the private trust property and private automobile hereafter referred to as "Private Property".

1 **IV. \*\* Notice of Administrative Process \*\***

2 This **VERIFIED** Affidavit, NOTICE, and SELF-EXECUTING CONTRACT  
3 SECURITY AGREEMENT concerns Defendant(s)/Respondent(s)/You, Chad  
4 Bianco, Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt,  
5 CHAD BIANCO, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM  
6 PRATT, GEORGE REYES, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, *Does*  
7 *1-100 Inclusive*, and their **blatant bad faith** acts of **fraud, racketeering, conspiracy,**  
8 **threats and extortion against foreign officials, official guests, or internationally**  
9 **protected persons, extortion, embezzlement, larceny, coercion, identity theft,**  
10 **extortion of national/internationally protected person, conspiracy to deprive of**  
11 **rights under the color of law, treason, bank fraud, trusts, etc., in restraint of trade,**  
12 **frauds and swindles, mail fraud, forced peonage, monopolization of trade and**  
13 **commerce, willful violation of the Constitution, deprivation of rights under color of**  
14 **law, monopolization of trade and commerce, and intentional and willful and**  
15 **intentional trespass and infringement** of the <sup>TM</sup>KEVIN LEWIS WALKER©  
16 trademark, trade name, patent and copyright.

17 As with any administrative process, You/Defendant(s)/Respondent(s),  
18 Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert  
19 Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT,  
20 GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS  
21 DEPARTMENT, *Does 1-100 Inclusive* may controvert the statements and/or claims  
22 made by Affiants by executing and delivering a verified response point by point, in  
23 affidavit form, **sworn and attested to under penalty of perjury**, signed by Gregory  
24 D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell,  
25 GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE  
26 REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, *Does*  
27 *1-100* or other designated officer of the corporation with evidence in support by  
28 Certified, Express, or Registered Mail. **Answers by any other means are considered**

1 a non-response and will be treated as a non-response.

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

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

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

14 **Contract Agreement Terms of Conditional Acceptance:**

15 **V. Plain Statement of Facts**

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

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

- 1 2. I, Kevin: Walker, *proceeding sui juris, In Propria Persona*, by *Special*  
2 *Limited Appearance*, herby invoke *equity and fairness*.
- 3 3. As a a natural freeborn **Sovereign**, **state Citizen: Californian**, and  
4 **national**, there is no legal *requirement* for me to have such a “license” for  
5 traveling in my private car and/or means of transport. The unrevealed  
6 legal purpose of driver's licenses is commercial in nature. Since I **do not**  
7 carry passengers ‘for hire,’ and I **am not** engaged in trade or commerce on  
8 the highways, **there is no law ‘requiring’** me to have a license to **travel** for  
9 my own private pleasure and that of my family and friends.
- 10 4. I, Kevin: Walker, *proceeding sui juris, In Propria Persona*, by *Special*  
11 *Limited Appearance*, herby **declare, state, verify, and affirm** for the record  
12 that the ‘commercial’ and ‘for hire’ Driver’s License/Contract/Bond #  
13 **B6735991** has been canceled, revoked, terminated, and liquidated, as  
14 evidenced by instructions and notice accepted by **Steven Gordon**, with the  
15 California Department of Motor Vehicles,” as **evidenced** by Affidavit of  
16 TruthRegistered Mail #**RF661447751US**.
- 17 5. Consistent with the **eternal tradition of natural common law**, unless I  
18 **have harmed or violated someone or their property, I have committed no**  
19 **crime; and I am therefore not subject to any penalty**. I act in accordance  
20 with the following **U.S. Supreme Court case**: "The individual may stand  
21 upon his **constitutional rights** as a citizen. He is entitled to carry on his  
22 **private** business in his own way. **His power to contract is unlimited**. He  
23 owes no such duty [to submit his books and papers for an examination] to  
24 the State, since he receives nothing therefrom, beyond the protection of his  
25 life and property. His rights are such as existed by the law of the land  
26 [Common Law] **long antecedent to the organization of the State**, and can  
27 only be taken from him by due process of law, and in accordance with the  
28 Constitution. Among his **rights** are a **refusal to incriminate himself**, and

1 the immunity of himself and his property from arrest or seizure except  
2 under a warrant of the law. He owes nothing to the public so long as he  
3 does not trespass upon their rights." **Hale v. Henkel**, 201 U.S. 43 at 47  
4 (1905).

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

15 7. **Affiant states and alleges that this Affidavit Notice and Self-Executing**  
16 **Contract and Security Agreement is *prima facie* evidence of fraud,**  
17 **racketeering, indentity theft, treason, breach of trust and fiduciary duties,**  
18 **extortion, coercion, deprivation of rights under the color of law, conspiracy to**  
19 **deprive of rights under the color of law, monopolization of trade and commerce,**  
20 **forced peonage, obstruction of enforcement, extortion of a national/**  
21 **internationally protected person, false imprisonment, torture, creating trusts in**  
22 **restraint of trade dereliction of fiduciary duties, bank fraud, breach of trust,**  
23 **treason, tax evasion, bad faith actions, dishonor, injury and damage to Affiant**  
24 **and proof of claim. See *United States v. Kis*, 658 F.2d, 526 (7<sup>th</sup> Cir. 1981),,**  
25 **"Appellee had the burden of first proving its prima facie case and could do so**  
26 **by affidavit or other evidence."**

27 **UNLAWFUL DETAINMENT AND ARREST while Traveling**  
28 **in Private Automobile**



8. On **December 31, 2024**, at approximately 9:32am I, **Kevin: Walker**, *sui juris*, was traveling privately in my private automobile, displaying a 'PRIVATE' plate, indicating I was 'not for hire' or operating commercially, and the private automobile was not displaying a STATE plate of any sort . This clearly established that the private automobile was '*not for hire*' or '**commercial**' use and, therefore explicitly classifying the automobile as private property, and **NOT** *within* any statutory and/or commercial jurisdiction. See Exhibit G.
9. Upon being unlawfully stopped and detained by Defendant/Respondents, Gregory D Eastwood and Robert C V Bowman, I, Affiant, informed **all Defendants** who willfully **conspired** on the scene in violation of 18 U.S.C. §§ 241 and 242, that I was a state Citizen, non-citizen natinoal/national, privately traveling in My private automobile, as articulated by Me and as evidenced by the 'PRIVATE' plate on the private automobile. **This includes William Pratt and George Reyes.**
- 10.The private automobile and trust property was **not** in *any* way displaying STATE or government registration or stickers, and was displaying a PRIVATE plate, removing the automobile from the Defendant's jurisdiction. See Exhibit G.
- 11.The private automobile is duly reflected on Private UCC Contract Trust/UCC1 filing #**2024385925-4**, and **UCC3 filing #2024402990-2**, **both filings** attached hereto as **Exhibits B and C** respectively, and incorporated herein by reference
- 12.**Under threat, duress, and coercion, and at gunpoint**, Gregory D Eastwood and Robert C V Bowman were presented with a national/ non-citizen national, #**C35510079** and passport book #**A39235161**. Copy attached hereto as **Exhibits N and O** respectively, and incorporated herein by reference.
- 13.Defendant/Respondents, acted against the Constitution, even when reminded of their duties to support and uphold the Constitution.

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

15.I, Kevin: Walker, *sui juris*, should never have been stopped exercising my right to travel, in a private automobile that was clearly marked "PRIVATE" and "not for hire" and "not for commercial use."

### **FRAUDULENT ALTERATION OF SIGNATURE,** **COERCION, ASSAULT, DISPARAGEMENT,**

16. During release procedures, Defendant Robert Gell threatened to "house" Kevin: Walker if Kevin did not sign every document presented, exactly as he (Robert Gell) wanted Kevin to. Camera records will evidence Robert telling to return to the release tank for no apparent reason, and then **assaulting, shoving, and pushing** Kevin into the tank at the end of the walk.

17. Defendant Robert Gell went as far as aggressively rushing around a desk and assaulting Kevin, and snatching a pen from Kevin's hand, because Kevin attempted to write 'under duress' by his signature.

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

19. Robert Gell stated he had no idea what an attorney-in-fact is and that Kevin: Walker was a, [""]jackass[""].

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

20. Affiant further asserts and establishes on the record that the undisputedly unlawful and unconstitutional stop, arrest, and subsequent actions of the Defendants/Respondents are in violation of the Fourth Amendment to the Constitution of the United States of America and constitute an unlawful arrest and seizure. The "**fruit of the poisonous tree**" doctrine, as articulated by the

**U.S. Supreme Court**, establishes that any evidence obtained as a result of an unlawful stop or detainment is tainted and inadmissible in any subsequent proceedings. The unlawful actions of Gregory D. Eastwood, Robert C. V. Bowman, George Reyes, William Pratt, and Robert Gell including *but not limited to* the issuance of fraudulent citations/contracts under threat, duress, and coercion, render all actions and evidence derived therefrom void ab initio. See *Wong Sun v. United States*, 371 U.S. 471 (1963).

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

## VI. CONDITIONAL ACCEPTANCE upon proof

All statements, claims, offer, terms presented in your **coerced and extorted** OFFER (#TE464702) are CONDITIONALLY ACCEPTED upon proof of the following from You/Defendant(s)/Respondent(s):

1. **Upon Proof from You/Defendant(s)/Respondent(s)** CITATION/ INSTRUMENT/OFFER #TE464702 was accepted intentionally, willfully, and and indorsed, and not done so under threat, duress, and/or coercion, and with full and complete disclosure (Exhibit F).
2. **Upon Proof from You/Defendant(s)/Respondent(s)** that California Vehicle Code § 260 applies to private “automobiles” and explicitly requires their registration, notwithstanding the clear distinction made between private and commercial vehicles in the code itself.
3. **Upon Proof from You/Defendant(s)/Respondent(s)** that 18 U.S. Code § 31(6) includes private “automobiles” within its definition of "motor vehicle," contrary to its express limitation to vehicles used for commercial purposes.
4. **Upon Proof from You/Defendant(s)/Respondent(s)** that the cited private “automobiles” (“Private Property”) was required to be

registered despite displaying a **private plate** identifying it as a **private transport** and not for commercial use, as evidenced by the photograph of the private decal and PLATE displayed on the **private** “automobile.” A picture of the private PLATE attached hereto as **Exhibit G** and incorporated herein by reference.

5. **Upon Proof from You/Defendant(s)/Respondent(s) that it is NOT a fundamental **Right** to travel, and it is **factually** and actually a privilege, and NOT a gift granted by the Supreme Creator and restated by our founding fathers as *Unalienable* and cannot be taken by any Man / Government made Law or color of law known as a **private** “Code” (secret) or a “Statute.”**

6. **Upon Proof from You/Defendant(s)/Respondent(s) of Jurisdiction and Authority:**

- Provide evidence demonstrating the issuing authority’s jurisdiction to impose statutory obligations upon **private** individuals utilizing **private automobiles** for personal purposes.

7. **Upon Proof from You/Defendant(s)/Respondent(s) of Lawful Consideration:**

- Provide evidence that the coerced and extorted CITATION constitutes a *valid* contract supported by **lawful consideration**, which was entered into **knowingly, willfully, free of coercion, threat, intimidation, or other felonious and bad faith actions, with full and complete disclosure. Without mutual consent and valuable consideration, no valid contract can exist under common law or UCC principles.**

8. **Upon Proof from You/Defendant(s)/Respondent(s) that the living man, natural born Sovereign, state Citizen: Californian, national/non-citizen national, **Kevin: Walker, sui juris, In Propria Persona**, does NOT possess the *unalienable* inherent, unalienable **right** to travel in**

- 1 His private automobile/private transport, free of harassment, trespass,  
2 restrictions, and/or encumbrances.
- 3 9. **Upon Proof from You/Defendant(s)/Respondent(s) that it is NOT well**  
4 **established law that the highways of the State are public property, and**  
5 **their primary and preferred use is for private purposes, and that their use**  
6 **for purposes of gain is special and extraordinary which, generally at least,**  
7 **the legislature may prohibit or condition as it sees fit." See, [Stephenson vs.](#)**  
8 **[Rinford, 287 US 251; Pachard vs Banton, 264 US 140, and cases cited; Frost](#)**  
9 **[and F. Trucking Co. vs. Railroad Commission, 271 US 592; Railroad](#)**  
10 **[commission vs. Inter-City Forwarding Co., 57 SW.2d 290; Parlett Cooperative](#)**  
11 **[vs. Tidewater Lines, 164 A. 313.](#)**
- 12 10. **Upon Proof from You/Defendant(s)/Respondent(s) that a vehicle NOT used**  
13 **for commercial activity is NOT a "consumer good , and ...it IS a type of**  
14 **vehicle required to be registered and "use tax" paid of which the tab is**  
15 **evidence of receipt of the tax. See, [Bank of Boston vs Jones, 4 UCC Rep. Serv.](#)**  
16 **[1021, 236 A2d 484, UCC PP 9-109.14.](#)**
- 17 11. **Upon Proof from You/Defendant(s)/Respondent(s) that the entirety**  
18 **of this transaction does not constitute a "commercial" matter under**  
19 **applicable law.**
- 20 12. **Upon Proof from You/Defendant(s)/Respondent(s) that, 'the claim and**  
21 **exercise of a constitutional right CAN be converted into a crime.' See, [Miller](#)**  
22 **[v. U.S., 230 F 2d 486, 489.](#)**
- 23 13. **Upon Proof from You/Defendant(s)/Respondent(s) that, the owner**  
24 **DOES NOT have constitutional right to use and enjoyment of his**  
25 **property." See, [Simpson v. Los Angeles \(1935\), 4 C.2d 60, 47 P.2d 474.](#)**
- 26 14. **Upon Proof from You/Defendant(s)/Respondent(s) that private men**  
27 **and women are required to give up their right to "travel," for the**  
28 **purported "benefit" and privilege of "driving" a "motor vehicle."**

15. Upon Proof from You/Defendant(s)/Respondent(s) that [28 U.S. Code § 3002\(15\) - Definitions](#) does **NOT** stipulate, “United States” means — (A) a [Federal corporation](#); (B) an agency, department, commission, board, or other entity of the United States; or (C) an instrumentality of the United States.
16. Upon Proof from You/Defendant(s)/Respondent(s) that [Title 8 U.S. Code 1101\(a\)\(22\) - Definition](#), does NOT expressly stipulates, “ (22)The term “**national** of the United States” means (A) a citizen of the United States, or (B) a person who, though **not** a citizen of the United States, owes permanent allegiance to the United States.
17. Upon Proof from You/Defendant(s)/Respondent(s) that, the individual may **NOT** stand upon his **constitutional rights** as a citizen. He is NOT entitled to carry on his **private** business in his own way. **His power to contract is NOT unlimited.** He owes such duty [to submit his books and papers for an examination] to the State, and upon proof that his rights are NOT such as existed by the law of the land [Common Law] **long antecedent to the organization of the State**, and CAN be taken from him without due process of law, or in accordance with the Constitution. NOT 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**, and upon proof that he owes the public even though does not trespass upon their rights. See, [Hale v. Henkel, 201 U.S. 43 at 47 \(1905\)](#).
18. Upon Proof from You/Defendant(s)/Respondent(s) that All laws which are repugnant to the Constitution are NOT **null and void**. See, [Chief Justice Marshall, Marbury vs Madison, 5, U.S. \(Cranch\) 137, 174, 176 \(1803\)](#).
19. Upon Proof from You/Defendant(s)/Respondent(s) that the for Hire” DRIVER’S LICENSE CONTRACT and AGREEMENT BOND #B6735991 **was NOT** CANCELED, TERMINATED, REVOKED, and



**LIQUIDATED**, ACCEPTED FOR VALUE AND EXEMPT FROM LEVY, FOR RELEASE, CREDIT, AND DEPOSIT TO **PRIVATE** POST REGISTERED, with the U.S. Treasury, with the retaining full control and access to all respective right, interest, titles, and credits, as evidenced by the contract security agreement and affidavit titled, 'AFFIDAVIT RIGHT TO TRAVEL CANCELLATION, TERMINATION, AND REVOCATION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT and AGREEMENT. LICENSE/BOND # B6735991. A true and correct copy attached hereto as **Exhibit D** and incorporated herein by reference.

20. **Upon Proof from You/Defendant(s)/Respondent(s)** that it WAS NOT noted in *Land v. Dollar*, 338 US 731 (1947), "that when the government entered into a commercial field of activity, it **left immunity behind.**" This principle is further affirmed in *Brady v. Roosevelt*, 317 U.S. 575 (1943); *FHA v. Burr*, 309 U.S. 242 (1940); and *Kiefer v. RFC*, 306 U.S. 381 (1939).

21. **Upon Proof from You/Defendant(s)/Respondent(s)** that it was NOT established under the Clearfield Doctrine, as articulated in *Clearfield Trust Co. v. United States*, 318 U.S. 363 (1943), that when the government engages in commercial or proprietary activities, it sheds its sovereignty and is subject to the same rules and liabilities as any private corporation.

## VII. LEGAL STANDARDS, MAXIMS, and PRECEDENT

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

**Use defines classification:**

1. It is **well established law** that the **highways** of the state are **public property**, and **their primary and preferred use is for private purposes**, and that their use for purposes of gain is special and extraordinary which, generally at least, the legislature may prohibit or condition as it sees fit." **Stephenson vs. Rinford**, 287 US 251; **Pachard vs Banton**, 264 US 140, and cases cited; **Frost and F. Trucking Co. vs. Railroad Commission**, 271 US 592; **Railroad commission vs. Inter-City Forwarding Co.**, 57 SW.2d 290; **Parlett Cooperative vs. Tidewater Lines**, 164 A. 313
2. The **California Motor Vehicle Code, section 260**: Private cars/vans etc. not in commerce / for profit, are immune to registration fees:
  1. (a) A "**commercial vehicle**" is a vehicle of a type **REQUIRED** to be **REGISTERED** under this code".
  2. (b) "Passenger vehicles which are **not used** for the transportation of persons **for hire**, compensation or profit, and housecars, **are not commercial vehicles**".
  3. (c) "a vanpool vehicle is not a **commercial** vehicle."
3. **18 U.S. Code § 31 - Definition**, expressly stipulates, "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".
4. A vehicle not used for **commercial** activity is a "consumer goods", ...it is **NOT** a type of vehicle **required** to be registered and "use tax" paid of which the tab is evidence of receipt of the tax." **Bank of Boston vs Jones**, 4 UCC Rep. Serv. 1021, 236 A2d 484, UCC PP 9-109.14.
5. " The '**privilege**' of using the streets and highways by the operation thereon of motor carriers **for hire** can be acquired only

- 1 by permission or license from the state or its political subdivision.  
2 " — Black's Law Dictionary, 5th ed, page 830.
- 3 6. "It is held that a tax upon common carriers by motor vehicles is  
4 based upon a reasonable classification, and does not involve any  
5 unconstitutional discrimination, although **it does not apply to**  
6 **private vehicles**, or those used by the owner in his own business,  
7 and not for hire." **Desser v. Wichita, (1915) 96 Kan. 820; Iowa**  
8 **Motor Vehicle Asso. v. Railroad Comrs., 75 A.L.R. 22.**
- 9 7. "Thus self-driven vehicles are **classified according to the use** to  
10 which they are put rather than according to the means by which  
11 they are propelled." Ex Parte Hoffert, 148 NW 20.
- 12 8. In view of this rule a statutory provision that the supervising  
13 officials "**may**" exempt such persons when the transportation is  
14 not on a **commercial** basis means that they "**must**" exempt them."  
15 **State v. Johnson, 243 P. 1073; 60 C.J.S. section 94 page 581.**
- 16 9. "The use to which an item is put, rather than its physical  
17 **characteristics**, determine whether it should be classified as  
18 ``consumer goods" under UCC 9- 109(1) or ``equipment" under  
19 UCC 9-109(2)." **Grimes v Massey Ferguson, Inc., 23 UCC Rep Serv**  
20 **655; 355 So.2d 338 (Ala., 1978).**
- 21 10. "Under UCC 9-109 there is a real distinction between goods  
22 purchased for personal use and those purchased for business use.  
23 The two are mutually exclusive and the **principal use to which the**  
24 **property is put should be considered as determinative."** **James**  
25 **Talcott, Inc. v Gee, 5 UCC Rep Serv 1028; 266 Cal.App.2d 384, 72**  
26 **Cal.Rptr. 168 (1968).**

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28 //

11. "The **classification of goods** in UCC 9-109 **are mutually exclusive**."  
**McFadden v Mercantile-Safe Deposit & Trust Co.**, 8 UCC Rep Serv 766; 260 Md 601, 273 A.2d 198 (1971).
12. "The classification of ``goods" under [UCC] 9-109 **is a question of fact**."  
**Morgan County Feeders, Inc. v McCormick**, 18 UCC Rep Serv 2d 632; 836 P.2d 1051 (Colo. App., 1992).
13. "The definition of ``goods" includes an automobile." *Henson v Government Employees Finance & Industrial Loan Corp.*, 15 UCC Rep Serv 1137; 257 Ark 273, 516 S.W.2d 1 (1974).
- The RIGHT to Travel is not a Privilege:**
14. "**No State government entity has the power to allow or deny passage on the highways**, byways, nor waterways... transporting his vehicles and personal property for either recreation or business, but by being subject only to local regulation i.e., safety, caution, traffic lights, speed limits, etc. **Travel is not a privilege requiring, licensing, vehicle registration, or forced insurances.**" *Chicago Coach Co. v. City of Chicago*, 337 Ill. 200, 169 N.E. 22.
15. The fundamental **Right** to travel is NOT a Privilege, it's a gift granted by your Creator and restated by our founding fathers as Unalienable and cannot be taken by any Man / Government made Law or color of law known as a private "Code" (secret) or a "Statute."
16. "**Traveling** is passing from place to place--act of **performing journey**; and **traveler is person who travels**." *In Re Archy* (1858), 9 C. 47.
17. "**Right** of transit through each state, with every species of property known to constitution of United States, and recognized by that paramount law, is secured by that instrument to each citizen, and does not depend upon uncertain and changeable ground of mere comity." *In Re Archy* (1858), 9 C. 47.

18. Freedom to **travel** is, indeed, an important aspect of the citizen's "liberty".

We are first concerned with the extent, if any, to which Congress has authorized its curtailment. (Road) **Kent v. Dulles**, 357 U.S. 116, 127.

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

20. "Even the legislature **has no power** to deny to a citizen the **right** to travel upon the highway and transport his property in the ordinary course of his business or pleasure, though this right may be regulated in accordance with public interest and convenience. *Chicago Coach Co. v. City of Chicago*, 337 Ill. 200, 169 N.E. 22, 206.

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

22. "The **right** of a citizen to travel upon the highway and transport his property thereon in the ordinary course of life and business **differs radically and obviously from that of one who makes the highway his place of business**

and uses it for private gain, in the running of a stage coach or omnibus. The former is the usual and ordinary **right** of a citizen, a **right** common to all; while the latter is special, unusual and extraordinary. As to the former, the extent of legislative power is that of regulation; but as to the latter its power is broader; the right may be wholly denied, or it may be permitted to some and denied to others, because of its extraordinary nature. This distinction, elementary and fundamental in character, is recognized by all the authorities."

23. "Even the legislature has no power to deny to a citizen the **right** to travel upon the highway and transport his/her property in the ordinary course of his business or pleasure, though this right may be regulated in accordance with the public interest and convenience." ["regulated" means traffic safety enforcement, stop lights, signs etc.] — Chicago Motor Coach v. Chicago, 169 NE 22.

24. "The claim and exercise of a constitutional **right** cannot be converted into a crime." — Miller v. U.S., 230 F 2d 486, 489.

25. "There can be no sanction or penalty imposed upon one because of this exercise of constitutional **rights**." — Sherar v. Cullen, 481 F. 945

26. The **right** of the citizen to **travel** upon the highway and to transport his property thereon, in the ordinary course of life and business, differs radically and obviously from that of one who makes the highway his place of business for private gain in the running of a stagecoach or omnibus." — State vs. City of Spokane, 186 P. 864.

27. "The **right** of the citizen to **travel** upon the public highways and to transport his/her property thereon either by carriage or automobile, is **not** a mere privilege which a city [or State] may prohibit or permit at will, but a common right which he/she has under the **right** to life, liberty, and the pursuit of happiness." — Thompson v. Smith, 154 SE 579.



1 28. "The **right** of the Citizen to **travel** upon the public highways and to  
2 transport his property thereon, in the ordinary course of life and  
3 business, is a common **right** which he has under the **right** to enjoy life  
4 and liberty, to acquire and possess property, and to pursue happiness  
5 and safety. It includes the right, in so doing, to use the ordinary and  
6 usual conveyances of the day, and under the existing modes of **travel**,  
7 includes the right to drive a horse drawn carriage or wagon thereon or  
8 to operate an automobile thereon, for the usual and ordinary purpose  
9 of life and business." — Thompson vs. Smith, supra.; Teche Lines vs.  
10 Danforth, Miss., 12 S.2d 784.

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

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

19 31. "The state **cannot** diminish **Rights** of the people." — Hurtado vs. California,  
20 110 US 516.

21 32. "Personal liberty largely consists of the Right of locomotion -- to go where  
22 and when one pleases -- only so far restrained as the Rights of others may  
23 make it necessary for the welfare of all other citizens. The **Right** of the  
24 Citizen to **travel** upon the public highways and to transport his property  
25 thereon, by horse drawn carriage, wagon, or automobile, is not a mere  
26 **privilege** which may be permitted or prohibited at will, but the  
27 common **Right** which he has under his **Right** to life, liberty, and the pursuit  
28 of happiness. Under this Constitutional guarantee one may, therefore, under

normal conditions, **travel** at his inclination along the public highways or in public places, and while conducting himself in an orderly and decent manner, neither interfering with nor disturbing another's Rights, he will be protected, not only in his person, but in his safe conduct." — II Am.Jur. (1st Constitutional Law, Sect.329, p.1135.

33. 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.

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

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

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

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

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

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

39. "Ignorance of the law does not excuse misconduct in anyone, least of all in a sworn officer of the law." **In re McCowan** (1917), 177 C. 93, 170 P. 1100.
40. "All are presumed to know the law." **San Francisco Gas Co. v. Brickwedel** (1882), 62 C. 641; **Dore v. Southern Pacific Co.** (1912), 163 C. 182, 124 P. 817; **People v. Flanagan** (1924), 65 C.A. 268, 223 P. 1014; **Lincoln v. Superior Court** (1928), 95 C.A. 35, 271 P. 1107; **San Francisco Realty Co. v. Linnard** (1929), 98 C.A. 33, 276 P. 368.
41. "It is one of the fundamental maxims of the common law that ignorance of the law excuses no one." **Daniels v. Dean** (1905), 2 C.A. 421, 84 P. 332.
42. "the people, not the States, are sovereign." — *Chisholm v. Georgia*, 2 Dall. 419, 2 U.S. 419, 1 L.Ed. 440 (1793).
43. **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".
44. **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."
45. **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.
46. **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).
47. **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.** (12 Pet. 1:25; Heb. 6:13-15;). "He who does not deny, admits."
48. **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN COMMERCE.** (Heb. 6:16-17;). "There is nothing left to resolve.

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

49. **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."

50. **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."

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

**FURTHER AFFIANT SAYETH NOT.**

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## VIII. *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/ Dedenfant(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

1 conditionally accepting the citation and dispatching this notice via USPS  
2 Certified, Registered, and/or Express mail, Claimant(s)/Plaintiff(s) has/have  
3 created a binding contract agreement and obligation which You/Defendant(s)/  
4 Respondent(s) are **contractually bound and obligated to**.

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

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

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

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

16 **IX. Legal and Procedural Basis**

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

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

24 **2. Offer and Acceptance:**

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

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

## **X. DEFENDANTS' ACTIONS AS ACTS OF WAR AGAINST 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.

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## **C. Weaponizing Authority to Oppress**

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

- **Suppressing lawful claims and evidence presented by the 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.

## **XI. 'Bare Statutes' as Confirmation of Guilt and the Necessity of Prosecution by an Enforcer**

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

8 In this matter, Plaintiffs have thoroughly detailed the Defendants' willful and intentional  
9 breaches of multiple federal statutes under Title 18, and Plaintiff's **private right(s) of**  
10 **action**. These *blatant* and *willful* violations have been clearly articulated in this NOTICE,  
11 AFFIDAVIT, AND CONTRACT SECURITY AGREEMENT. Defendants' actions  
12 constitute **treasonous** conduct against the **Constitution and the American people**. Their  
13 behavior, alongside that of their counsel, reflects an attitude of being above the law, further  
14 solidifying their guilt.

15 Plaintiffs maintain that the Defendants' reliance on procedural defenses or technicalities  
16 does not absolve them of their criminal conduct. Instead, their actions are an unequivocal  
17 admission of guilt that necessitates legal action by the appropriate prosecutorial authority.  
18 Plaintiffs reserve all rights to compel such enforcement to ensure that the Defendants are  
19 held fully accountable for their crimes.

## 20 **XII. RESPONSE DEADLINE: REQUIRED WITHIN THREE (3) DAYS:**

21 A response and/or compensation and/or restitution payment must be  
22 received within a deadline of **three (3) days**. At the "**Deadline**" is defined as  
23 5:00 p.m. on the third (3rd) day after your receipt of this affidavit. "**Failure to**  
24 **respond**" is defined as a blank denial, unsupported denial, inapposite denial,  
25 such as, "not applicable" or equivalent, statements of counsel and other  
26 declarations by third parties that lack first-hand knowledge of the facts, and/  
27 or responses lacking verification, all such responses being legally insufficient  
28 to controvert the verified statements herewith. See *Sieb's Hatcheries, Inc* and

1 *Beasley, Supra*. Failure to respond can result in **your acceptance of personal**  
2 **liability** external to qualified immunity and waiver of any decision rights of  
3 remedy.

4 **XIII. FAILURE TO RESPOND AND/OR PERFORM, REMEDY, AND**  
5 **SETTLEMENT**

6 If You/Defendant(s)/Respondent(s) fail to respond and perform **within**  
7 **three (3) days** of receiving this Affidavit Notice and Self- Executing Contract  
8 and Security Agreement and CONDITIONAL ACCEPTANCE, with verified  
9 evidence of the above accompanied by an affidavit, **sworn under the penalty**  
10 **of perjury, as required by law**, You/Defendant(s)/Respondent(s), Gregory D  
11 Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell,  
12 GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT,  
13 GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS  
14 DEPARTMENT, *Does 1-100*, You/Defendant(s)/Respondent(s) *individually*  
15 *and collectively* **fully agree** that you must **act in good faith** and accordance  
16 with the Law, cease all conspiracy, fraud, identity theft, embezzlement,  
17 deprivation under the color of law, extortion, embezzlement, bank fraud,  
18 harassment, conspiracy to deprive, and other violations of the law, and  
19 **TERMINATE these proceeding immediately**, and pay the below mentioned  
20 Three Hundred Million Dollar Restitution and Settlement payment, and  
21 releasing all special deposit funds and/or Credits due to Affiant and/or  
22 Complainant(s)/Plaintiff(s).

23 **XIV. Three Hundred Million (\$300,000,000.00 USD) Restitution**  
24 **Settlement Payment REQUIRED**

25 Furthermore, if You/Defendant(s)/Respondent(s) fail to respond and  
26 perform **within three (3) days** from the date of receipt of this communication by  
27 providing verified **evidence and proof** of the facts and conditions set forth herein,  
28 accompanied by affidavits sworn under penalty of perjury as required by law,

Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, *Does 1-100*, 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 **Three Hundred Million U.S. Dollars (\$300,000,000.00 USD)**, which shall become **immediately** due and payable to <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or <sup>TM</sup>KEVIN WALKER© IRR TRUST: Complainant(s)/Plaintiff(s).

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

If You/Defendant(s)/Respondent(s) 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 #RIVSHERTREAS12312024, totaling **One Trillion Dollars (\$1,000,000,000,000.00)**, shall become **immediately** due and payable in full.

**Furthermore**, if You/Respondent(s)/Defendant(s), 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, racketeering, indentity theft, treason, breach of trust and fiduciary duties, extortion, coercion, deprivation of rights under the color of law, conspiracy to deprive of rights under the color of law, monopolization of trade and commerce, forced peonage, obstruction of enforcement, extortion of a national/ internationally protected person, false imprisonment, torture, creating trusts**

in restraint of trade dereliction of fiduciary duties, bank fraud, breach of trust, treason, tax evasion, bad faith actions, dishonor, injury and damage to Affiant.

**XVI. JUDGEMENT AND COMMERCIAL LIEN**  
**AUTHORIZATION**

Moreover, if You/Defendant(s)/Respondent(s), 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 Trillion Dollars (\$1,000,000,000,000.00)** against You/Respondent(s)/Defendant(s), Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, Does 1-100, in favor of, <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or <sup>TM</sup>KEVIN WALKER© IRR TRUST, 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 <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or <sup>TM</sup>KEVIN WALKER© IRR TRUST, and/or their lawfully designated ASSIGNEE(S) to formally notify the United States Treasury, Internal Revenue Service, the respective Congress (wo)man, 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 Trillion Dollars (\$1,000,000,000,000.00 USD)** as the **income to You/Defendant(s)/Respondent(s)**

and lost revenue and/or income to Affiant, and/or <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or <sup>TM</sup>KEVIN WALKER© IRR TRUST, and/or their lawfully designated ASSIGNEE(S).

## **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 Trillion U.S. Dollars (\$1,000,000,000,000.00 USD)**, for **immediate credit** to Affiant, and/or <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or <sup>TM</sup>KEVIN WALKER© IRR TRUST, 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, Affiant, and/or <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or <sup>TM</sup>KEVIN WALKER© IRR TRUST, 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 Trillion Dollars (\$1,000,000,000,000.00 USD)**.

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

Again for the record, this **contract, received and accepted per the mailbox rule, is**



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

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

11 //

## 12 **ESTOPPEL BY ACQUIESCENCE:**

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

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

26 Should YOU **fail to respond, provide partial, unsworn, or incomplete**  
27 **answers, such are not acceptable to me or to any court of law.** See, *Sieb's*  
28 *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).

**COPY of this ACTUAL AND CONSTRUCTIVE NOTICE sent to the following WITNESSES by way of Registered Mail with Misprision of Felony Obligations:**

**To/cc:** James R. McHenry III, Pam Bondi, Agent(s)  
C/o OFFICE OF THE ATTORNEY GENERAL  
950 Pennsylvania Avenue Nw  
Washington, District of Colombia, [20530]  
Registered Mail # **RF775821091US**

**To/Cc:** Michael Hestrin, Fiduciary(ies),  
C/o Office of the District Attorney  
3960 Orange Street  
Riverside California [92501]  
Registered Mail # **RF775821105US.**

**To/Cc:** Rob Bonta, Fiduciary(ies),  
C/o Office of the Attorney General  
1300 "I" Street  
Sacramento, California [95814-2919]  
Registered Mail # **RF775821114US.**

**To/Cc:** Douglas O'Donnell, Agent(s), Fiduciary(ies)  
C/o Internal Revenue Service  
1111 Constitution Avenue, North West  
Washington, District of Colombia [20224]  
Registered Mail # **RF775821128US.**

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Invoice # RIVSHERTREAS12312024

**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 <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>KEVIN 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 :	<u>\$10,000,000.00</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:	\$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 <sup>TM</sup> 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 01/31/2025: \$300,000,000.00 USD****Total Due after 01/31/2025: \$1,000,000,000,000.00 USD**

## **EXHIBITS/ATTACHMENTS:**

1. **Exhibit A:** Affidavit: Power of Attorney In Fact'
2. **Exhibit B:** Private UCC Contract Trust/UCC1 filing #2024385925-4.
3. **Exhibit C:** Private UCC Contract Trust/UCC3 filing ##2024402990-2 .
4. **Exhibit D:** Affidavit Right of Travel CANCELLATION, TERMINATION, AND REVOCATION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT and AGREEMENT. LICENSE/BOND # B6735991
5. **Exhibit E:** Revocation Termination and Cancelation of Franchise.
6. **Exhibit F:** CITATION/BOND #TE464702, accepted under threat, duress, and coercion: AS EVIDENCED BY SIGNATURE LINE.
7. **Exhibit G:** Automobile's PRIVATE PLATE displayed on the automobile
8. **Exhibit H:** Screenshot of "Automobile" and "commercial vehicle" from DMV website
9. **Exhibit I:** Screenshot of CA CODE § 260 from <https://leginfo.legislature.ca.gov>
10. **Exhibit J:** Photo(s) of Defendant/Respondent Gregory D Eastwood.
11. **Exhibit K:** Photo(s) of Defendant/Respondent Robert C V Bowman.
12. **Exhibit L:** Photo(s) of Defendant/Respondent Willam Pratt.
13. **Exhibit M:** AFFIDAVIT CERTIFICATE of STATUS, ASSETS, RIGHTS, JURISDICTION, AND PROTECTIONS as national/non-citizen national, foreign government, foreign official, internationally protected person, international organization, secured party/secured creditor, and/or national of the United States, #RF661448964US.
14. **Exhibit N:** national/non-citizen national passport card #C35510079.
15. **Exhibit O:** national/non-citizen national passport book #A39235161.
16. **Exhibit P:** ™KEVIN LEWIS WALKER© Copyright and Trademark Agreement.
17. **Exhibit Q:** NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON, #RF775820621US.

## 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.



- 1 8. **discharge:** To cancel or unloose the obligation of a contract; to make an agreement or contract null and  
2 inoperative. Its principal species are rescission, release, accord and satisfaction, performance,  
3 judgement, composition, bankruptcy, merger. As applied to demands claims, right of action,  
4 incumbrances, etc., to discharge the debt or claim is to extinguish it, to annul its obligatory force, to  
5 satisfy it. And here also the term is generic; thus a dent , a mortgage. As a noun, the word means the act  
6 or instrument by which the binding force of a contract is terminated, irrespective of whether the  
7 contract is carried out to the full extent contemplated (in which case the discharge is the result of  
8 performance) or is broken off before complete execution. See, Blacks Law Dictionary 1st, page
- 9 9. **pay:** To discharge a debt; to deliver to a creditor the value of a debt, either in  
10 money or in goods, for his acceptance. To pay is to deliver to a creditor the  
11 value of a debt, either in money or In goods, for his acceptance, by which the  
12 debt is discharged. See Blacks Law Dictionary 1st, 2nd, and 3rd edition, pages  
13 880, 883, and 1339 respectively.
- 14 10. **payment:** The performance of a duty, promise, or obligation, or discharge of a debt or liability. by the  
15 delivery of money or other value. Also the money or thing so delivered. Performance of an obligation  
16 by the delivery of money or some other valuable thing accepted in partial or full discharge of the  
17 obligation. [Cases: Payment 1. C.J.S. Payment § 2.] 2. The money or other valuable thing so delivered in  
18 satisfaction of an obligation. See Blacks Law Dictionary 1st and 8th edition, pages 880-811 and  
19 3576-3577, respectively.
- 20 11. **driver:** The term "driver" (i.e: "driver's license") means One **employed** in conducting a coach, carriage,  
21 wagon, or other vehicle, with horses, mules, or other animals.
- 22 12. **may:** An auxiliary verb qualifying the meaning of another verb by expressing ability, competency,  
23 liberty, permission, probability or contingency. — Regardless of the instrument, however, whether  
24 constitution, statute, deed, contract or whatnot, **courts not infrequently construe "may" as "shall" or**  
25 **"must".** — See Black's Law Dictionary, 4th Edition page 1131.
- 26 13. **extortion:** The term "**extortion**" means the obtaining of property from another, **with his consent,**  
27 **induced by wrongful use of actual or threatened force, violence, or fear, or under color of official**  
28 **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 "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.*
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. See, Black's Law Dictionary 1st Edition, page 2223.

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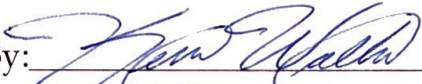
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**COMMERCIAL OATH AND VERIFICATION:**


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

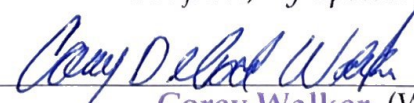
I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and not misleading to the best of Affiant's knowledge and belief under penalty of International Commercial Law and state this to be HIS Affidavit of Truth regarding same signed and sealed this 28TH day of JANUARY 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**, 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)

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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.

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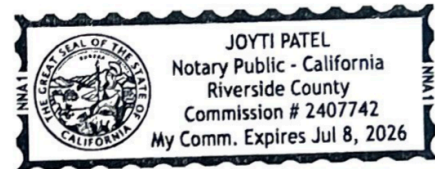
**JURAT:**

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 Riverside )  
County of California ) ss.

Subscribed and ~~sworn~~ to (or affirmed) before me on this 28th day of January, 2025 by Kevin Walker proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Joyti Patel, Notary public  
print  
Joyti Patel Seal:



-Exhibit D-

**From/Plaintiff:** Kevin: Walker, *sui juris, In Propria Persona.*

Executor, Authorized Representative, Secured Party, Master Beneficiary

™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©

c/o 30650 Rancho California Road Suite #406-251

Temecula, California [92591]

non-domestic *without* the United States

Email: [team@walkernovagroup.com](mailto: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):** Gregory D Eastwood,

Robert C V Bowman, George Reyes, Robert Gell, Chad.

C/o SOUTHWEST JUSTICE CENTER

30755-D Auld Road

Murrieta, California [92563]

Registered Mail # RF775822582US

Email: [info@riversidesheriff.org](mailto:info@riversidesheriff.org) / [ssherman@law4cops.com](mailto:ssherman@law4cops.com)

**To/Defendant(s)/Respondent(s):** Chad Bianco.

C/o RIVERSIDE COUNTY SHERIFF

4095 Lemon Street, 2nd floor

Riverside, California [92501]

Registered Mail # RF775822596US

Email: [info@riversidesheriff.org](mailto:info@riversidesheriff.org) / [ssherman@law4cops.com](mailto:ssherman@law4cops.com)

## **AFFIDAVIT and Plain Statement of Facts**

### **NOTICE OF DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, KIDNAPPING**

**Kevin: Walker,** ™KEVIN WALKER©  
ESTATE, ™KEVIN LEWIS  
WALKER©, ™KEVIN WALKER© IRR  
TRUST,

Claimant(s)Plaintiff(s),

*vs.*

**Chad Bianco, Gregory D Eastwood,  
Robert C V Bowman, George Reyes,  
William Pratt, Robert Gell, CHAD  
BIANCO, GREGORY D EASTWOOD,  
ROBERT C V BOWMAN, WILLIAM  
PRATT, GEORGE REYES, ROBERT  
GELL, RIVERSIDE COUNTY  
SHERIFFS DEPARTMENT, Does 1-100  
Inclusive,**

Defendant(s)/Respondent(s).

**CITATION/BOND NO.: TE464702**

1. FRAUD
2. RACKETEERING
3. EMBEZZLEMENT
4. IDENTITY THEFT
5. CONSPIRACY
6. DEPRIVATION OF RIGHTS UNDER  
COLOR OF LAW
7. RECEIVING EXTORTION PROCEEDS
8. FALSE PRETENSES
9. EXTORTION
10. UNLAWFUL IMPRISONMENT
11. TORTURE
12. KIDNAPPING
13. FORCED PEONAGE
14. MONOPOLIZATION OF TRADE AND  
COMMERCE
15. BANK FRAUD
16. TRANSPORTATION OF STOLEN  
PROPERTY, MONEY, & SECURITIES
17. CONSIDERED AND STIPULATED ONE  
TRILLION DOLLAR (\$1,000,000,000,000.00)  
JUDGEMENT AND LIEN.

**COMES NOW,** Claimant(s)/Plaintiff(s) ™KEVIN WALKER© ESTATE and

™KEVIN LEWIS WALKER© and ™KEVIN WALKER© IRR TRUST, (hereinafter

"Plaintiffs"), by and through their Attorney-In-Fact, **Kevin: Walker**, who is

proceeding *sui juris, In Propria Persona (pro per)*, and by *Special Limited*



1 *Appearance.* **Kevin** is a **natural freeborn Sovereign** and state Citizen of California  
2 **the republic** in its **De'jure** capacity as one of the several states of the Union 1789.

3 This incidentally makes him a non-citizen national/**national** of the republic as per  
4 the **De'Jure Constitution for the United States 1777/1789**.

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

## 17 **I. Constitutional Basis:**

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

21 Plaintiffs respectfully assert and affirm:

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

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

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

## II. Supremacy Clause

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 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. NOTICE OF DEFAULT and OPPORTUNITY TO CURE**

This affidavit contract and security agreement, serves as formal **NOTICE OF DEFAULT and OPPORTUNITY TO CURE**, concerning Contract/Bond/Ticket Number **TE464702**, which was **conditionally accepted** contingent upon proof of the conditions set forth herein, governed by the principles of contract law, legal maxims, common law, and the **Uniform Commercial Code (UCC)**, including but not limited to **UCC §§ 1-103, 2-202, 2-204, 2-206**, and the **mailbox/postal rule**.

The undersigned, **Kevin: Walker**, herein referred to as Affiant is the Agent, Attorney-In-Fact, **holder in due course**, and **Secured Party** and Creditor of and for **™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©, ™KEVIN WALKER© IRR TRUST**. Affiant hereby states that he is of legal age and competent to state on belief and first hand personal knowledge that the facts set forth herein as duly noted below are true, correct, complete, and presented in **good faith**, regarding the **coerced and extorted** commercial contract **OFFER/CONTRACT/TICKET/BOND #TE464702**, listed under **™KEVIN LEWIS WALKER©**, pertaining to the private trust property and private automobile hereafter referred to as "Private Property".

### **IV. \*\* Notice of Administrative Process \*\***

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

1 Bianco, Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt,  
2 CHAD BIANCO, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM  
3 PRATT, GEORGE REYES, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, *Does*  
4 *1-100 Inclusive*, and their **blatant bad faith** acts of **fraud, racketeering, conspiracy,**  
5 **threats and extortion against foreign officials, official guests, or internationally**  
6 **protected persons, extortion, embezzlement, larceny, coercion, identity theft,**  
7 **extortion of national/internationally protected person, conspiracy to deprive of**  
8 **rights under the color of law, treason, bank fraud, trusts, etc., in restraint of trade,**  
9 **frauds and swindles, mail fraud, forced peonage, monopolization of trade and**  
10 **commerce, willful violation of the Constitution, deprivation of rights under color of**  
11 **law, monopolization of trade and commerce, and intentional and willful and**  
12 **intentional trespass and infringement** of the <sup>TM</sup>KEVIN LEWIS WALKER©  
13 trademark, trade name, patent and copyright.

14 As with any administrative process, You/Defendant(s)/Respondent(s),  
15 Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert  
16 Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT,  
17 GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS  
18 DEPARTMENT, *Does 1-100 Inclusive* may controvert the statements and/or claims  
19 made by Affiants by executing and delivering a verified response point by point, in  
20 affidavit form, **sworn and attested to under penalty of perjury**, signed by Gregory  
21 D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell,  
22 GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE  
23 REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, *Does*  
24 *1-100* or other designated officer of the corporation with evidence in support by  
25 Certified, Express, or Registered Mail. **Answers by any other means are considered**  
26 **a non-response and will be treated as a non-response.**

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

28 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\*\*\* :**

### Contract Agreement Terms of Conditional Acceptance:

#### V. Plain Statement of Facts

KNOW ALL MEN BY THESE PRESENT, that I, **Kevin: Walker**, proceeding *sui juris, In Propia 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. As a a natural freeborn **Sovereign**, state **Citizen: Californian**, and **national**, there is no legal *requirement* for me to have such a “license” for **traveling** in my **private** car and/or means of transport. The unrevealed legal purpose of driver's licenses is commercial in nature. Since I **do not** carry passengers ‘for hire,’ and I **am not** engaged in trade or commerce on the highways, **there is no law ‘requiring’** me to have a license to **travel** for my own **private** pleasure and that of my family and friends.
4. I, Kevin: Walker, *proceeding **sui juris, In Propria Persona***, by *Special Limited Appearance*, herby **declare, state, verify, and affirm** for the record that the ‘commercial’ and ‘for hire’ Driver’s License/Contract/Bond # **B6735991** has been canceled, revoked, terminated, and liquidated, as evidenced by instructions and notice accepted by **Steven Gordon**, with the California Department of Motor Vehicles,” as **evidenced** by ‘Affidavit of Truth’ Registered Mail #**RF661447751US**.
5. 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).

6. 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.

7. **Affiant states and alleges that this Affidavit Notice and Self-Executing Contract and Security Agreement is *prima facie* evidence of fraud, racketeering, indentity theft, treason, breach of trust and fiduciary duties, extortion, coercion, deprivation of rights under the color of law, conspiracy to deprive of rights under the color of law, monopolization of trade and commerce, forced peonage, obstruction of enforcement, extortion of a national/ internationally protected person, false imprisonment, torture, creating trusts in restraint of trade dereliction of fiduciary duties, bank fraud, breach of trust, treason, tax evasion, bad faith actions, dishonor, injury and damage to Affiant and proof of claim. See *United States v. Kis*, 658 F.2d, 526 (7<sup>th</sup> Cir. 1981)., "Appellee had the burden of first proving its prima facie case and could do so by affidavit or other evidence."**

## **UNLAWFUL DETAINMENT AND ARREST while Traveling in Private Automobile**

8. On December 31, 2024, at approximately 9:32am I, Kevin: Walker, *sui juris*, was traveling privately in my private automobile, displaying a 'PRIVATE' plate,

indicating I was 'not for hire' or operating commercially, and the private automobile was not displaying a STATE plate of any sort . This clearly established that the private automobile was '*not for hire*' or '*commercial*' use and, therefore explicitly classifying the automobile as private property, and **NOT** *within* any statutory and/or commercial jurisdiction. See Exhibit G.

9. Upon being unlawfully stopped and detained by Defendant/Respondents, Gregory D Eastwood and Robert C V Bowman, I, Affiant, informed **all Defendants** who willfully **conspired** on the scene in violation of 18 U.S.C. §§ 241 and 242, that I was a state Citizen, non-citizen natinoal/national, privately traveling in My private automobile, as articulated by Me and as evidenced by the 'PRIVATE' plate on the private automobile. **This includes William Pratt and George Reyes.**

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

11.The private automobile is duly reflected on Private UCC Contract Trust/ UCC1 filing #**2024385925-4**, and **UCC3 filing #2024402990-2**, both filings attached hereto as **Exhibits B and C** respectively, and incorporated herein by reference

12.**Under threat, duress, and coercion, and at gunpoint**, Gregory D Eastwood and Robert C V Bowman were presented with a national/ non-citizen national, #C35510079 and passport book #A39235161. Copy attached hereto as **Exhibits N and O** respectively, and incorporated herein by reference.

13.Defendant/Respondents, acted against the Constitution, even when reminded of their duties to support and uphold the Constitution.

14. At no point in time were Defendants/Respondents presented with a CALIFORNIA DRIVER'S LICENSE (COMMERCIAL CONTRACT), and any

information added to the CITATION/CONTRACT was done so in fraud, without consent, full disclosure, and thus is *void ab initio*.

15. I, Kevin: Walker, *sui juris*, should never have been stopped exercising my right to travel, in a private automobile that was clearly marked "PRIVATE" and "not for hire" and "not for commercial use."

### **FRAUDULENT ALTERATION OF SIGNATURE,** **COERCION, ASSAULT, DISPARAGEMENT,**

16. During release procedures, Defendant Robert Gell threatened to "house" Kevin: Walker if Kevin did not sign every document presented, exactly as he (Robert Gell) wanted Kevin to. Camera records will evidence Robert telling to return to the release tank for no apparent reason, and then **assaulting, shoving, and pushing** Kevin into the tank at the end of the walk.

17. Defendant Robert Gell went as far as aggressively rushing around a desk and assaulting Kevin, and snatching a pen from Kevin's hand, because Kevin attempted to write 'under duress' by his signature.

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

19. Robert Gell stated he had no idea what an attorney-in-fact is and that Kevin: Walker was a, [""]jackass[""].

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

20. Affiant further asserts and establishes on the record that the undisputedly unlawful and unconstitutional stop, arrest, and subsequent actions of the Defendants/Respondents are in violation of the Fourth Amendment to the Constitution of the United States of America and constitute an unlawful arrest and seizure. The "**fruit of the poisonous tree**" doctrine, as articulated by the **U.S. Supreme Court**, establishes that any evidence obtained as a result of an unlawful stop or detainment is tainted and inadmissible in any subsequent

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

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

## VI. **CONDITIONAL ACCEPTANCE** upon proof

All statements, claims, offer, terms presented in your **coerced and extorted** OFFER (#TE464702) are **CONDITIONALLY ACCEPTED** upon proof of the following from You/Defendant(s)/Respondent(s):

1. **Upon Proof from You/Defendant(s)/Respondent(s) CITATION/INSTRUMENT/OFFER #TE464702** was accepted intentionally, willfully, and and indorsed, and not done so under threat, duress, and/or coercion, and with full and complete disclosure (**Exhibit F**).
2. **Upon Proof from You/Defendant(s)/Respondent(s) that California Vehicle Code § 260** applies to **private** “automobiles” and explicitly requires their registration, notwithstanding the clear distinction made between private and commercial vehicles in the code itself.
3. **Upon Proof from You/Defendant(s)/Respondent(s) that 18 U.S. Code § 31(6)** includes **private** “automobiles” within its definition of "motor vehicle," contrary to its express limitation to vehicles used for **commercial** purposes.
4. **Upon Proof from You/Defendant(s)/Respondent(s)** that the cited **private** “automobiles” (“Private Property”) was required to be registered despite displaying a **private plate** identifying it as a **private transport** and not for commercial use, as evidenced by the photograph of the private decal and

PLATE displayed on the private “automobile.” A picture of the private PLATE attached hereto as **Exhibit G** and incorporated herein by reference.

5. **Upon Proof from You/Defendant(s)/Respondent(s) that it is NOT a fundamental Right to travel, and it is **factually** and **actually** a privilege, and NOT a gift granted by the Supreme Creator and restated by our founding fathers as *Unalienable* and cannot be taken by any Man / Government made Law or color of law known as a private “Code” (secret) or a “Statute.”**

6. **Upon Proof from You/Defendant(s)/Respondent(s) of Jurisdiction and Authority:**

1. Provide evidence demonstrating the issuing authority’s jurisdiction to impose statutory obligations upon private individuals utilizing private automobiles for personal purposes.

7. **Upon Proof from You/Defendant(s)/Respondent(s) of Lawful Consideration:**

1. Provide evidence that the coerced and extorted CITATION constitutes a *valid* contract supported by **lawful consideration**, which was entered into **knowingly, willfully, free of coercion, threat, intimidation, or other felonious and bad faith actions, with full and complete disclosure. Without mutual consent and valuable consideration, no valid contract can exist under common law or UCC principles.**

8. **Upon Proof from You/Defendant(s)/Respondent(s) that the living man, natural born Sovereign, state Citizen: Californian, national/non-citizen national, Kevin: Walker, sui juris, In Propria Persona, does NOT possess the *unalienable* inherent, unalienable **right** to travel in His private automobile/private transport, free of harassment, trespass, restrictions, and/or encumbrances.**

9. **Upon Proof from You/Defendant(s)/Respondent(s) that it is NOT well established law that the highways of the State are public property, and their primary and preferred use is for private purposes, and that their use for**

purposes of gain is special and extraordinary which, generally at least, the legislature may prohibit or condition as it sees fit." See, [Stephenson vs. Rinford, 287 US 251; Pachard vs Banton, 264 US 140, and cases cited; Frost and F. Trucking Co. vs. Railroad Commission, 271 US 592; Railroad commission vs. Inter-City Forwarding Co., 57 SW.2d 290; Parlett Cooperative vs. Tidewater Lines, 164 A. 313.](#)

10. **Upon Proof from You/Defendant(s)/Respondent(s) that a vehicle NOT used for commercial activity is NOT a "consumer good , and ...it IS a type of vehicle required to be registered and "use tax" paid of which the tab is evidence of receipt of the tax.** See, [Bank of Boston vs Jones, 4 UCC Rep. Serv. 1021, 236 A2d 484, UCC PP 9-109.14.](#)

11. **Upon Proof from You/Defendant(s)/Respondent(s) that the entirety of this transaction does not constitute a "[commercial](#)" matter under applicable law.**

12. **Upon Proof from You/Defendant(s)/Respondent(s) that, 'the claim and exercise of a constitutional right CAN be converted into a crime.'** See, [Miller v. U.S., 230 F 2d 486, 489.](#)

13. **Upon Proof from You/Defendant(s)/Respondent(s) that, the owner DOES NOT have constitutional right to use and enjoyment of his property."** See, [Simpson v. Los Angeles \(1935\), 4 C.2d 60, 47 P.2d 474.](#)

14. **Upon Proof from You/Defendant(s)/Respondent(s) that private men and women are required to give up their right to "travel," for the purported "benefit" and privilege of "driving" a "motor vehicle."**

15. **Upon Proof from You/Defendant(s)/Respondent(s) that [28 U.S. Code § 3002\(15\) - Definitions](#) does NOT stipulate, "United States" means – (A) a Federal corporation; (B) an agency, department, commission, board, or other entity of the United States; or (C) an instrumentality of the United States.**

16. **Upon Proof from You/Defendant(s)/Respondent(s) that [Title 8 U.S. Code 1101\(a\)\(22\) - Definition](#), does NOT expressly stipulates, " (22)The term**



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

4 17. **Upon Proof from You/Defendant(s)/Respondent(s) that**, the individual  
5 may NOT stand upon his **constitutional rights** as a citizen. He is NOT  
6 entitled to carry on his **private** business in his own way. **His power to**  
7 **contract is NOT unlimited**. He owes such duty [to submit his books and  
8 papers for an examination] to the State, and upon proof that his rights are  
9 NOT such as existed by the law of the land [Common Law] **long**  
10 **antecedent to the organization of the State**, and CAN be taken from him  
11 without due process of law, or in accordance with the Constitution. NOT  
12 among his **rights** are a **refusal to incriminate himself**, and **the immunity**  
13 **of himself and his property from arrest or seizure except under a**  
14 **warrant of the law, and upon proof that he owes the public even though**  
15 **does not trespass upon their rights. See, Hale v. Henkel, 201 U.S. 43 at 47**  
16 **(1905)**.

17 18. **Upon Proof from You/Defendant(s)/Respondent(s) that** All laws which are  
18 repugnant to the Constitution are NOT **null and void**. See, Chief Justice  
19 Marshall, Marbury vs Madison, 5, U.S. (Cranch) 137, 174, 176 (1803).

20 19. **Upon Proof from You/Defendant(s)/Respondent(s) that the for Hire”**  
21 **DRIVER’S LICENSE CONTRACT and AGREEMENT BOND #B6735991**  
22 **was NOT CANCELED, TERMINATED, REVOKED, and **LIQUIDATED**,**  
23 **ACCEPTED FOR VALUE AND EXEMPT FROM LEVY, FOR RELEASE,**  
24 **CREDIT, AND DEPOSIT TO **PRIVATE** POST REGISTERED, with the U.S.**  
25 **Treasury, with the retaining full control and access to all respective right,**  
26 **interest, titles, and credits, as evidenced by the contract security agreement**  
27 **and affidavit titled, ‘AFFIDAVIT RIGHT TO TRAVEL CANCELLATION,**  
28 **TERMINATION, AND REVOCATION of COMMERCIAL “For Hire”**

DRIVER'S LICENSE CONTRACT and AGREEMENT. LICENSE/BOND # B6735991. A true and correct copy attached hereto as **Exhibit D** and incorporated herein by reference.

20. **Upon Proof from You/Defendant(s)/Respondent(s) that it WAS NOT** noted in *Land v. Dollar*, 338 US 731 (1947), "that when the government entered into a commercial field of activity, it **left immunity behind.**" This principle is further affirmed in *Brady v. Roosevelt*, 317 U.S. 575 (1943); *FHA v. Burr*, 309 U.S. 242 (1940); and *Kiefer v. RFC*, 306 U.S. 381 (1939).

21. **Upon Proof from You/Defendant(s)/Respondent(s) that it was NOT** established under the Clearfield Doctrine, as articulated in *Clearfield Trust Co. v. United States*, 318 U.S. 363 (1943), that when the government engages in commercial or proprietary activities, it sheds its sovereignty and is subject to the same rules and liabilities as any private corporation.

## **VII. 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:

### **Use defines classification:**

1. It is **well established law** that the **highways** of the state are **public property**, and **their primary and preferred use is for private purposes**, and that their use for purposes of gain is special and extraordinary which, generally at least, the legislature may prohibit or condition as it sees fit." **Stephenson vs. Rinford**, 287 US 251; **Pachard vs Banton**, 264 US 140, and cases cited; **Frost and F. Trucking Co. vs. Railroad Commission**, 271 US 592; **Railroad commission vs. Inter-City Forwarding Co.**, 57 SW.2d 290; **Parlett Cooperative vs. Tidewater Lines**, 164 A. 313
2. The **California Motor Vehicle Code, section 260**: Private cars/vans etc. not in commerce / for profit, are immune to registration fees:

- 1 1. (a) A “**commercial vehicle**” is a vehicle of a type **REQUIRED** to be  
2 **REGISTERED** under this code”.
- 3 2. (b) “Passenger vehicles which are **not used** for the transportation of persons  
4 **for hire**, compensation or profit, and housecars, **are not commercial**  
5 **vehicles**”.
- 6 3. (c) “a vanpool vehicle is not a **commercial** vehicle.”
- 7 3. **18 U.S. Code § 31 - Definition**, expressly stipulates, “The term “**motor vehicle**”  
8 means every description of carriage or other contrivance propelled or drawn by  
9 mechanical power **and used for commercial purposes** on the highways in the  
10 transportation of passengers, passengers and property, or property or cargo”.
- 11 4. A vehicle not used for **commercial** activity is a “consumer goods”, ...it is **NOT** a  
12 type of vehicle **required** to be registered and “use tax” paid of which the tab is  
13 evidence of receipt of the tax.” Bank of Boston vs Jones, 4 UCC Rep. Serv. 1021,  
14 236 A2d 484, UCC PP 9-109.14.
- 15 5. “ The ‘**privilege**’ of using the streets and highways by the operation thereon of  
16 motor carriers **for hire** can be acquired only by permission or license from the  
17 state or its political subdivision. ” — Black's Law Dictionary, 5th ed, page 830.
- 18 6. “It is held that a tax upon common carriers by motor vehicles is based upon a  
19 reasonable classification, and does not involve any unconstitutional  
20 discrimination, although **it does not apply to private vehicles**, or those used by  
21 the owner in his own business, and not for hire.” **Desser v. Wichita, (1915) 96**  
22 **Kan. 820; Iowa Motor Vehicle Asso. v. Railroad Comrs., 75 A.L.R. 22.**
- 23 7. “Thus self-driven vehicles are **classified according to the use** to which they are  
24 put rather than according to the means by which they are propelled.” Ex Parte  
25 Hoffert, 148 NW 20.
- 26 8. In view of this rule a statutory provision that the supervising officials “**may**” exempt  
27 such persons when the transportation is not on a **commercial** basis means that they  
28 “**must**” exempt them.” **State v. Johnson, 243 P. 1073; 60 C.J.S. section 94 page 581.**

9. "The use to which an item is put, rather than its physical characteristics, determine whether it should be classified as ``consumer goods" under UCC 9-109(1) or ``equipment" under UCC 9-109(2)." **Grimes v Massey Ferguson, Inc.**, 23 UCC Rep Serv 655; 355 So.2d 338 (Ala., 1978).
10. "Under UCC 9-109 there is a real distinction between goods purchased for personal use and those purchased for business use. The two are mutually exclusive and the **principal use to which the property is put should be considered as determinative.**" **James Talcott, Inc. v Gee**, 5 UCC Rep Serv 1028; 266 Cal.App.2d 384, 72 Cal.Rptr. 168 (1968).
11. "The **classification of goods** in UCC 9-109 **are mutually exclusive.**" **McFadden v Mercantile-Safe Deposit & Trust Co.**, 8 UCC Rep Serv 766; 260 Md 601, 273 A.2d 198 (1971).
12. "The classification of ``goods" under [UCC] 9-109 **is a question of fact.**" **Morgan County Feeders, Inc. v McCormick**, 18 UCC Rep Serv 2d 632; 836 P.2d 1051 (Colo. App., 1992).
13. "The definition of ``goods" includes an automobile." **Henson v Government Employees Finance & Industrial Loan Corp.**, 15 UCC Rep Serv 1137; 257 Ark 273, 516 S.W.2d 1 (1974).
14. "**No State government entity has the power to allow or deny passage on the highways**, byways, nor waterways... transporting his vehicles and personal property for either recreation or business, but by being subject only to local regulation i.e., safety, caution, traffic lights, speed limits, etc. **Travel is not a privilege requiring, licensing, vehicle registration, or forced insurances.**" **Chicago Coach Co. v. City of Chicago**, 337 Ill. 200, 169 N.E. 22.

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

15. The fundamental **Right** to travel is NOT a Privilege, it's a gift granted by your Creator and restated by our founding fathers as Unalienable and cannot be taken

by any Man / Government made Law or color of law known as a private "Code" (secret) or a "Statute."

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

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

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

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

20. "Even the legislature **has no power** to deny to a citizen the **right** to travel upon the highway and transport his property in the ordinary course of his business or pleasure, though this right may be regulated in accordance with public interest and convenience. *Chicago Coach Co. v. City of Chicago*, 337 Ill. 200, 169 N.E. 22, 206.

21. "... It is now universally recognized that the state does possess such power [to impose such burdens and limitations upon private carriers when using the public highways for the transaction of their business] with respect to common carriers using the public highways for the transaction of their business in the transportation of persons or property for hire. That rule is stated as follows by the **supreme court of the United States**: 'A citizen may have, under the fourteenth amendment, the **right** to travel and transport his property upon them (the public highways) by **auto vehicle**, but **he has no right to make the**

1 **highways his place of business by using them as a common carrier for hire.**

2 Such use is a privilege which may be granted or withheld by the state in its  
3 discretion, without violating either the due process clause or the equal  
4 protection clause.' (*Buck v. Kuykendall*, 267 U. S. 307 [38 A. L. R. 286, 69 L. Ed.  
5 623, 45 Sup. Ct. Rep. 324]).

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

16 23. "Even the legislature has no power to deny to a citizen the **right** to travel upon  
17 the highway and transport his/her property in the ordinary course of his  
18 business or pleasure, though this right may be regulated in accordance with the  
19 public interest and convenience." ["regulated" means traffic safety enforcement,  
20 stop lights, signs etc.] — *Chicago Motor Coach v. Chicago*, 169 NE 22.

21 24. "The claim and exercise of a constitutional **right** cannot be converted into a  
22 crime." — *Miller v. U.S.*, 230 F 2d 486, 489.

23 25. "There can be no sanction or penalty imposed upon one because of this exercise  
24 of constitutional **rights**." — *Sherar v. Cullen*, 481 F. 945

25 26. The **right** of the citizen to **travel** upon the highway and to transport his property  
26 thereon, in the ordinary course of life and business, differs radically and obviously  
27 from that of one who makes the highway his place of business for private gain in the  
28 running of a stagecoach or omnibus." — *State vs. City of Spokane*, 186 P. 864.



- 1 27. "The **right** of the citizen to **travel** upon the public highways and to transport  
2 his/her property thereon either by carriage or automobile, is **not** a mere  
3 **privilege** which a city [or State] may prohibit or permit at will, but a common  
4 right which he/she has under the **right** to life, liberty, and the pursuit of  
5 happiness." — Thompson v. Smith, 154 SE 579.
- 6 28. "The **right** of the Citizen to **travel** upon the public highways and to transport  
7 his property thereon, in the ordinary course of life and business, is a  
8 common **right** which he has under the **right** to enjoy life and liberty, to acquire  
9 and possess property, and to pursue happiness and safety. It includes the right,  
10 in so doing, to use the ordinary and usual conveyances of the day, and under the  
11 existing modes of **travel**, includes the right to drive a horse drawn carriage  
12 or wagon thereon or to operate an automobile thereon, for the usual and  
13 ordinary purpose of life and business." — Thompson vs. Smith, supra.; Teche  
14 Lines vs. Danforth, Miss., 12 S.2d 784.
- 15 29. "The use of the highways for the purpose of **travel** and transportation is not a  
16 mere **privilege**, but a common and fundamental **Right** of which the public and  
17 the individual cannot be rightfully deprived." — Chicago Motor Coach vs.  
18 Chicago, 169 NE 22; Ligare vs. Chicago, 28 NE 934; Boon vs. Clark, 214 SSW  
19 607; 25 Am.Jur. (1st) Highways Sect.163.
- 20 30. "The **right** to b is part of the Liberty of which a citizen cannot deprived without  
21 due process of law under the Fifth Amendment. This Right was emerging as  
22 early as the Magna Carta." — Kent vs. Dulles, 357 US 116 (1958).
- 23 31. "The state **cannot** diminish **Rights** of the people." — Hurtado vs. California, 110  
24 US 516.
- 25 32. "Personal liberty largely consists of the Right of locomotion -- to go where and  
26 when one pleases -- only so far restrained as the Rights of others may make it  
27 necessary for the welfare of all other citizens. The **Right** of the Citizen to **travel**  
28 upon the public highways and to transport his property thereon, by horse

drawn carriage, wagon, or automobile, is not a mere **privilege** which may be permitted or prohibited at will, but the common **Right** which he has under his **Right** to life, liberty, and the pursuit of happiness. Under this Constitutional guarantee one may, therefore, under normal conditions, **travel** at his inclination along the public highways or in public places, and while conducting himself in an orderly and decent manner, neither interfering with nor disturbing another's Rights, he will be protected, not only in his person, but in his safe conduct." — II Am.Jur. (1st) Constitutional Law, Sect.329, p.1135.

33. 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.

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

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

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

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

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

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- 1 38. "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 39. "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 40. "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 41. "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 42. "the people, not the States, are sovereign." — *Chisholm v. Georgia*, 2 Dall. 419, 2  
14 U.S. 419, 1 L.Ed. 440 (1793).
- 15 43. **ALL ARE EQUAL UNDER THE LAW.** (God's Law - Moral and Natural Law).  
16 Exodus 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40; Luke 10:17; Col.  
17 3:25. "No one is above the law".
- 18 44. **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE**  
19 **EXPRESSED.** (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). -- **Legal maxim:** "To lie is to go  
20 against the mind."
- 21 45. **IN COMMERCE TRUTH IS SOVEREIGN.** (Exodus 20:16; Ps. 117:2; John 8:32;  
22 II Cor. 13:8 ) Truth is sovereign -- and the Sovereign tells only the truth.
- 23 46. **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.** (Lev. 5:4-5; Lev.  
24 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5: 12).
- 25 47. **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.** (12  
26 Pet. 1:25; Heb. 6:13-15); "He who does not deny, admits."
- 27 48. **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN**  
28 **COMMERCE.** (Heb. 6:16-17); "There is nothing left to resolve.

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

1. **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."
2. **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."

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

**FURTHER AFFIANT SAYETH NOT.**

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## **VIII. 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/Dedefant(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.

**IX. Terms, 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**.

1 **3. Consent to Service by Electronic and Postal Means:**

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

8 **X. DEFENDANTS' ACTIONS AS ACTS OF WAR AGAINST**  
9 **THE THE PEOPLE AND THE CONSTITUTION**

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

15 **A. Violations of Constitutional Protections**

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

19 **1. Violation of the Plaintiffs' Unalienable Rights:** The defendants have deprived the  
20 plaintiffs of life, liberty, and property without due process of law, as guaranteed  
21 under the Fifth and Fourteenth Amendments.

22 **2. Subversion of the Rule of Law:** Through their actions, the defendants have  
23 undermined the separation of powers and checks and balances established by the  
24 Constitution. They have disregarded the judiciary's duty to uphold the Constitution  
25 by attempting to operate outside the confines of lawful authority, rendering  
26 themselves effectively unaccountable.

27 **3. Treasonous Conduct:** Pursuant to Article III, Section 3, treason against the United  
28 States is defined as levying war against them or adhering to their enemies, giving



1        them aid and comfort. The defendants' conduct in subverting the constitutional order,  
2        depriving citizens of their lawful rights, and unlawfully exercising power without  
3        jurisdiction constitutes a form of domestic treason against the Constitution and the  
4        people it protects.

### 5        **B. Acts of Aggression and Tyranny**

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

### 13       **C. Weaponizing Authority to Oppress**

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

- 18       •    **Suppressing lawful claims and evidence presented by the plaintiffs** to protect  
19             their property and rights.
- 20       •    **Engaging in acts of fraud, coercion, and racketeering** that strip plaintiffs of their  
21             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 against  
2 the supreme law of the land.

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

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

12 In this matter, Plaintiffs have thoroughly detailed the Defendants' willful and intentional  
13 breaches of multiple federal statutes under Title 18, and Plaintiff's **private right(s) of**  
14 **action**. These *blatant* and *willful* violations have been clearly articulated in this NOTICE,  
15 AFFIDAVIT, AND CONTRACT SECURITY AGREEMENT. Defendants' actions  
16 constitute **treasonous** conduct against the **Constitution and the American people**. Their  
17 behavior, alongside that of their counsel, reflects an attitude of being above the law, further  
18 solidifying their guilt.

19 Plaintiffs maintain that the Defendants' reliance on procedural defenses or technicalities  
20 does not absolve them of their criminal conduct. Instead, their actions are an unequivocal  
21 admission of guilt that necessitates legal action by the appropriate prosecutorial authority.  
22 Plaintiffs reserve all rights to compel such enforcement to ensure that the Defendants are  
23 held fully accountable for their crimes.

24 **XII. RESPONSE DEADLINE: REQUIRED WITHIN THREE (3) DAYS:**

25 A response and/or compensation and/or restitution payment must be  
26 received within a deadline of **three (3) days**. At the "**Deadline**" is defined as  
27 5:00 p.m. on the third (3rd) day after your receipt of this affidavit. "**Failure to**  
28 **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.

**XIII. 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), Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, *Does 1-100*, 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 **TERMINATE these proceeding immediately**, and pay the below mentioned Three Hundred Million Dollar Restitution and Settlement payment, and releasing all special deposit funds and/or Credits due to Affiant and/or Complainant(s)/Plaintiff(s).

**XIV. Three Hundred Million (\$300,000,000.00 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**, Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, *Does 1-100*, 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 **Three Hundred Million U.S. Dollars (\$300,000,000.00 USD)**, which shall become **immediately** due and payable to <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or <sup>TM</sup>KEVIN WALKER© IRR TRUST: Complainant(s)/Plaintiff(s).

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

If You/Defendant(s)/Respondent(s) 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 #RIVSHERTREAS12312024, totaling **One Trillion Dollars (\$1,000,000,000,000.00)**, shall become **immediately** due and payable in full.

**Furthermore**, if You/Respondent(s)/Defendant(s), 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, racketeering, indentity theft, treason, breach of trust and fiduciary duties, extortion,**

coercion, deprivation of rights under the color of law, conspiracy to deprive of rights under the color of law, monopolization of trade and commerce, forced peonage, obstruction of enforcement, extortion of a national/internationally protected person, false imprisonment, torture, creating trusts in restraint of trade dereliction of fiduciary duties, bank fraud, breach of trust, treason, tax evasion, bad faith actions, dishonor, injury and damage to Affiant.

## **XVI. JUDGEMENT AND COMMERCIAL LIEN** **AUTHORIZATION**

Moreover, if You/Defendant(s)/Respondent(s), 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 Trillion Dollars (\$1,000,000,000,000.00)** against You/Respondent(s)/Defendant(s), Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, Does 1-100, in favor of, <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or <sup>TM</sup>KEVIN WALKER© IRR TRUST, 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 <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or <sup>TM</sup>KEVIN WALKER© IRR TRUST, and/or their lawfully designated ASSIGNEE(S) to formally notify the United States Treasury, Internal Revenue Service, the respective Congress (wo)man, 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 Trillion Dollars (\$1,000,000,000,000.00 USD)** as the **income to You/Defendant(s)/Respondent(s) and lost revenue and/or income to Affiant**, and/or <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or <sup>TM</sup>KEVIN WALKER© IRR TRUST, and/or their lawfully designated ASSIGNEE(S).

## **XVII. 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 Trillion U.S. Dollars (\$1,000,000,000,000.00 USD)**, for **immediate credit** to Affiant, and/or <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or <sup>TM</sup>KEVIN WALKER© IRR TRUST, 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, Affiant, and/or <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or <sup>TM</sup>KEVIN WALKER© IRR TRUST, 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**



1 and/or UCC1 Financing Statement to perfect interest and/or secure full  
2 satisfaction of the adjudged sum of **One Trillion Dollars**  
3 **(\$1,000,000,000,000.00 USD)**.

4 //

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

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

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

17 //

18 **XVIII. ESTOPPEL BY ACQUIESCENCE:**

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

27 **Your failure to completely answer and respond will result in your agreeing**  
28 **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).

**COPY of this ACTUAL AND CONSTRUCTIVE NOTICE and Exhibits sent to the following WITNESSES by way of Registered Mail with Misprision of Felony**

**Obligations:**

**To/cc:** James R. McHenry III, Pam Bondi, Agent(s)  
C/o DEPARTMENT OF JUSTICE  
950 Pennsylvania Avenue Nw  
Washington, District of Colombia, [20530]  
Registered Mail # **RF775822605US**

**To/Cc:** Michael Hestrin, Fiduciary(ies),  
C/o Office of the District Attorney  
3960 Orange Street  
Riverside California [92501]  
Registered Mail # **RF775822619US**.

**To/Cc:** Rob Bonta, Fiduciary(ies),  
C/o Office of the Attorney General  
1300 "I" Street  
Sacramento, California [95814-2919]  
Registered Mail # **RF775822622US**.

**To/Cc:** Douglas O'Donnell, Agent(s), Fiduciary(ies)  
C/o Internal Revenue Service  
1111 Constitution Avenue, North West  
Washington, District of Colombia [20224]  
Registered Mail # **RF775822636US**.

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Invoice # **RIVSHERTREAS12312024**

## **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 <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>KEVIN 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 :	<u>\$10,000,000.00</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:	\$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 <sup>TM</sup> 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 02/17/2025:** **\$300,000,000.00 USD**  
**Total Due after 02/17/2025:** **\$1,000,000,000,000.00 USD**

## **EXHIBITS/ATTACHMENTS:**

1. **Exhibit A: Affidavit: Power of Attorney In Fact'**
2. **Exhibit B:** Private UCC Contract Trust/UCC1 filing #**2024385925-4**.
3. **Exhibit C:** Private UCC Contract Trust/UCC3 filing ##**2024402990-2** .
4. **Exhibit D: Affidavit Right of Travel CANCELLATION, TERMINATION, AND REVOCATION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT and AGREEMENT. LICENSE/BOND # B6735991**
5. **Exhibit E:** Revocation Termination and Cancellation of Franchise.
6. **Exhibit F:** CITATION/BOND #**TE464702**, accepted under threat, duress, and coercion: **AS EVIDENCED BY SIGNATURE LINE**.
7. **Exhibit G:** Automobile's PRIVATE PLATE displayed on the automobile
8. **Exhibit H:** Screenshot of "Automobile" and "commercial vehicle" from DMV website
9. **Exhibit I:** Screenshot of CA CODE § 260 from <https://leginfo.legislature.ca.gov>
10. **Exhibit J:** Photo(s) of Defendant/Respondent Gregory D Eastwood.
11. **Exhibit K:** Photo(s) of Defendant/Respondent Robert C V Bowman.
12. **Exhibit L:** Photo(s) of Defendant/Respondent William Pratt.
13. **Exhibit M:** AFFIDAVIT CERTIFICATE of **STATUS, ASSETS, RIGHTS, JURISDICTION**, AND **PROTECTIONS** as national/non-citizen national, foreign government, foreign official, internationally protected person, international organization, **secured party/secured creditor**, and/or national of the United States, #**RF661448964US**.
14. **Exhibit N:** national/non-citizen national passport card #**C35510079**.
15. **Exhibit O:** national/non-citizen national passport book #**A39235161**.
16. **Exhibit P:** <sup>TM</sup>KEVIN LEWIS WALKER© Copyright and Trademark Agreement.
17. **Exhibit Q:** **NOTICE OF CONDITIONAL ACCEPTANCE**, and **FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON**, #**RF775820621US**.

18. **Exhibit R: NOTICE OF DEFAULT, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON, #RF775821088US.**

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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. **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



1 money, and commonly called "bank-notes" or "bank-bills" ) or to perform any one or more of these  
2 functions. The term "bank" is usually restricted in its application to an incorporated body; while a  
3 **private individual** making it his business to conduct banking operations is denominated a "banker."  
4 Banks in a commercial sense are of three kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation.  
5 Strictly speaking, the term "bank" implies a place for the deposit of money, as that is the most obvious  
6 purpose of such an institution. — See, UCC 1-201, 4-105, 12 U.S. Code § 221a, Black's Law Dictionary  
7 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117, 183-184, 139-140, and 437-439.

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

16 9. **pay:** To discharge a debt; to deliver to a creditor the value of a debt, either in money or in goods, for his  
17 acceptance. To pay is to deliver to a creditor the value of a debt, either in money or In goods, for his  
18 acceptance, by which the debt is discharged. See Blacks Law Dictionary 1st, 2nd, and 3rd edition, pages  
19 880, 883, and 1339 respectively.

20 10. **payment:** The performance of a duty, promise, or obligation, or discharge of a debt or liability. by the  
21 delivery of money or other value. Also the money or thing so delivered. Performance of an obligation  
22 by the delivery of money or some other valuable thing accepted in partial or full discharge of the  
23 obligation. [Cases: Payment 1. C.J.S. Payment § 2.] 2. The money or other valuable thing so delivered in  
24 satisfaction of an obligation. See Blacks Law Dictionary 1st and 8th edition, pages 880-811 and  
25 3576-3577, respectively.

26 11. **driver:** The term "driver" (i.e: "driver's license") means One **employed** in conducting a coach, carriage,  
27 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 constitution, statute, deed, contract or whatnot, **courts not infrequently construe "may" as "shall" or "must".** — See Black's Law Dictionary, 4th Edition page 1131.
13. **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.
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 "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.*
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. See, Black's Law Dictionary 1st Edition, page 2223.

**COMMERCIAL OATH AND VERIFICATION:**

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

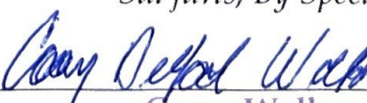
I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and not misleading to the best of Affiant's knowledge and belief under penalty of International Commercial Law and state this to be HIS Affidavit of Truth regarding same signed and sealed this 13TH 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**, 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:   
**Donnhabelle 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.

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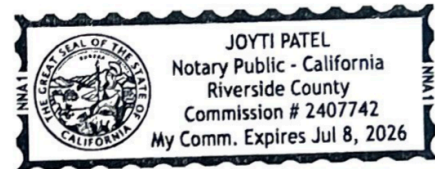
**JURAT:**

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 Riverside )  
County of California ) ss.

Subscribed and ~~sworn~~ to (or affirmed) before me on this 13th 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, Notary public  
print  
Joyti Patel Seal:



-Exhibit E-

**From/Plaintiff:** Kevin: Walker, *sui juris, In Propria Persona.*  
*Executor, Authorized Representative, Secured Party, Master Beneficiary*  
™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©  
c/o 30650 Rancho California Road Suite #406-251  
Temecula, California [92591]  
non-domestic *without* the United States  
Email: [team@walkernovagroup.com](mailto: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):** Gregory D Eastwood,  
Robert C V Bowman, George Reyes, Robert Gell, Chad.  
C/o SOUTHWEST JUSTICE CENTER  
30755-D Auld Road  
Murrieta, California [92563]  
Registered Mail #RF775823645US  
Email: [info@riversidesheriff.org](mailto:info@riversidesheriff.org) / [ssherman@law4cops.com](mailto:ssherman@law4cops.com)

**To/Defendant(s)/Respondent(s):** Chad Bianco.  
C/o RIVERSIDE COUNTY SHERIFF  
4095 Lemon Street, 2nd floor  
Riverside, California [92501]  
Registered Mail #RF775823659US  
Email: [info@riversidesheriff.org](mailto:info@riversidesheriff.org) / [ssherman@law4cops.com](mailto:ssherman@law4cops.com)

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

**Kevin: Walker,** ™KEVIN WALKER©  
ESTATE, ™KEVIN LEWIS  
WALKER©, ™KEVIN WALKER© IRR  
TRUST,

Claimant(s) *Plaintiff(s),*

*vs.*

**Chad Bianco, Gregory D Eastwood,**  
**Robert C V Bowman, George Reyes,**  
**William Pratt, Robert Gell, CHAD**  
**BIANCO, GREGORY D EASTWOOD,**  
**ROBERT C V BOWMAN, WILLIAM**  
**PRATT, GEORGE REYES, ROBERT**  
**GELL, RIVERSIDE COUNTY**  
**SHERIFFS DEPARTMENT, Does 1-100**  
*Inclusive,*

*Defendant(s)/Respondent(s)*

**CITATION/BOND NO.: TE464702**

**AFFIDAVIT CERTIFICATE OF**  
**DISHONOR, NON-RESPONSE,**  
**DEFAULT, JUDGEMENT, AND LIEN**  
**AUTHORIZATION**

1. FRAUD
2. RACKETEERING
3. EMBEZZLEMENT
4. IDENTITY THEFT
5. CONSPIRACY
6. DEPRIVATION OF RIGHTS UNDER COLOR OF LAW
7. RECEIVING EXTORTION PROCEEDS
8. FALSE PRETENSES
9. EXTORTION
10. UNLAWFUL IMPRISONMENT
11. TORTURE
12. KIDNAPPING
13. FORCED PEONAGE
14. MONOPOLIZATION OF TRADE AND COMMERCE
15. BANK FRAUD
16. TRANSPORTATION OF STOLEN PROPERTY, MONEY, & SECURITIES
17. THREE HUNDRED MILLION SETTLEMENT OFFER
18. *CONSIDERED, ACCEPTED, AND STIPULATED ONE TRILLION DOLLAR (\$1,000,000,000,000.00) 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*  
*Persona,* **Kevin: Walker,** a **living soul, natural, freeborn Sovereign,** state Citizen of



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

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

10 1. As of **February 27, 2025**, Affiant has **not** received a valid, point for point, written  
11 response to the document(s) mailed to the person(s) named below. The document(s)  
12 mailed and the mail and delivery date(s) was are:

13 (1) **Document: AFFIDAVIT and Plain Statement of Facts: NOTICE OF**  
14 **CONDITIONAL ACCEPTANCE**, and **FRAUD, RACKETEERING,**  
15 **CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,**  
16 **IDENTITY THEFT, EXTORTION, COERCION, TREASON.**

17 **To/Defendant(s)/Respondent(s):** Gregory D Eastwood, Robert C V Bowman, George Reyes.  
18 C/o SOUTHWEST JUSTICE CENTER  
30755-D Auld Road  
19 Murrieta, California [92563]  
Registered Mail # **RF775820621US**  
20 Email: [info@riversidesheriff.org](mailto:info@riversidesheriff.org) / [ssherman@law4cops.com](mailto:ssherman@law4cops.com)

**To/Defendant(s)/Respondent(s):** Chad Bianco.  
C/o RIVERSIDE COUNTY SHERIFF  
4095 Lemon Street, 2nd floor  
Riverside, California [92501]  
Registered Mail # **RF775821613US**  
Email: [info@riversidesheriff.org](mailto:info@riversidesheriff.org) / [ssherman@law4cops.com](mailto:ssherman@law4cops.com)

21 (2) **Document: AFFIDAVIT and Plain Statement of Facts: NOTICE OF**  
22 **DEFAULT**, and **FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION**  
23 **OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT,**  
24 **EXTORTION, COERCION, TREASON.**

25 **To/Defendant(s)/Respondent(s):** Gregory D Eastwood, Robert C V Bowman, George Reyes.  
26 C/o SOUTHWEST JUSTICE CENTER  
30755-D Auld Road  
27 Murrieta, California [92563]  
Registered Mail # **RF775821088US**  
28 Email: [info@riversidesheriff.org](mailto:info@riversidesheriff.org) / [ssherman@law4cops.com](mailto:ssherman@law4cops.com)

**To/Defendant(s)/Respondent(s):** Chad Bianco.  
C/o RIVERSIDE COUNTY SHERIFF  
4095 Lemon Street, 2nd floor  
Riverside, California [92501]  
Registered Mail # **RF775821131US**  
Email: [info@riversidesheriff.org](mailto:info@riversidesheriff.org) / [ssherman@law4cops.com](mailto:ssherman@law4cops.com)

(3) **Document: AFFIDAVIT and Plain Statement of Facts: NOTICE OF  
DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF FRAUD,  
RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF  
LAW, IDENTITY THEFT, EXTORTION, COERCION, KIDNAPPING.**

**To/Defendant(s)/Respondent(s):** Gregory D Eastwood,  
Robert C V Bowman, George Reyes.  
C/o SOUTHWEST JUSTICE CENTER  
30755-D Auld Road  
Murrieta, California [92563]  
Registered Mail # **RF775822582US**  
Email: [info@riversidesheriff.org](mailto:info@riversidesheriff.org) / [ssherman@law4cops.com](mailto:ssherman@law4cops.com)

**To/Defendant(s)/Respondent(s):** Chad Bianco.  
C/o RIVERSIDE COUNTY SHERIFF  
4095 Lemon Street, 2nd floor  
Riverside, California [92501]  
Registered Mail # **RF775822596US**  
Email: [info@riversidesheriff.org](mailto:info@riversidesheriff.org) / [ssherman@law4cops.com](mailto:ssherman@law4cops.com)

2. As of **February 27, 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 #RIVSHERTREAS12312024 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 procuration 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 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.

**III. 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 Citizens is a clear manifestation of tyranny. Rather than serving their constitutional mandate to protect and defend the Constitution, they have actively waged war on it by:

- **Suppressing lawful claims and evidence presented by the 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.

#### **IV. '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.

**V. 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.

**VI. 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), Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, *Does 1-100*, 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 **TERMINATE these proceeding immediately**, and pay the below mentioned Three Hundred Million Dollar Restitution and Settlement payment, and releasing all special deposit funds and/or Credits due to Affiant and/or Complainant(s)/Plaintiff(s).

**VII. Three Hundred Million Dollars (\$300,000,000.00) 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**, Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, *Does 1-100*, 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 **Three Hundred Million Dollars (\$300,000,000.00 )**, which **shall** become **immediately** due and payable to <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or <sup>TM</sup>KEVIN WALKER© IRR TRUST: Complainant(s)/Plaintiff(s).

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

If You/Defendant(s)/Respondent(s) 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 #RIVSHERTREAS12312024, totaling **One Trillion Dollars (\$1,000,000,000,000.00)**, shall become **immediately** due and payable in full.

**Furthermore**, if You/Respondent(s)/Defendant(s), 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, racketeering, indentity theft, treason, breach of trust and fiduciary duties, extortion, coercion, deprivation of rights under the color of law, conspiracy to deprive of rights under the color of law, monopolization of trade and commerce, forced peonage, obstruction of enforcement, extortion of a national/ internationally protected person, false imprisonment, torture, creating trusts in restraint of trade dereliction of fiduciary duties, bank fraud, breach of trust, treason, tax evasion, bad faith actions, dishonor, injury and damage to Affiant.**

## **IX. JUDGEMENT AND COMMERCIAL LIEN** **AUTHORIZATION**

Moreover, if You/Defendant(s)/Respondent(s), 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 Trillion Dollars (\$1,000,000,000,000.00)** against You/Respondent(s)/Defendant(s), Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, GREGORY D EASTWOOD, ROBERT C V BOWMAN, WILLIAM PRATT, GEORGE REYES, ROBERT GELL, RIVERSIDE COUNTY SHERIFFS DEPARTMENT, *Does 1-100*, in favor of, <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or <sup>TM</sup>KEVIN WALKER© IRR TRUST, and/or their lawfully designated ASSIGNEE(S).

1 **Finally**, If You/Respondent(s)/Defendant(s), **fail to respond within three (3)**  
2 **days** from the date of receipt of this communication, **You/Defendant(s)/**  
3 **Respondent(s) individually and collectively, EXPRESSLY, FULLY, and**  
4 **unequivocally Authorize, indorse, support and advocate for** <sup>TM</sup>WG EXPRESS  
5 TRUST©, <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or  
6 <sup>TM</sup>KEVIN WALKER© IRR TRUST, and/or their lawfully designated ASSIGNEE(S)  
7 to formally notify the United States Treasury, Internal Revenue Service, the  
8 respective Congress (wo)man, U.S. Attorney General, and/or any person,  
9 individual, legal fiction, and/or person, or ens legis Affiant deems necessary,  
10 including but not limited to submitting the requisite form(s) 1099-A, 1099-OID,  
11 1099-C, 1096, 1040, 1041, 1041-V, 1040-V, 3949-A, with the **One Trillion Dollars**  
12 **(\$1,000,000,000,000.00 USD)** as the **income to You/Defendant(s)/Respondent(s)**  
13 **and lost revenue and/or income to** Affiant, and/or <sup>TM</sup>WG EXPRESS TRUST©,  
14 <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or <sup>TM</sup>KEVIN  
15 WALKER© IRR TRUST, and/or their lawfully designated ASSIGNEE(S).

16 **X. SUMMARY JUDGEMENT, U.C.C. 3-505**  
17 **PRESUMED DISHONOR**

18 Said income is **to be assessed and claimed as income** by/to You/  
19 Defendant(s)/Respondent(s), **and/or by filing a lawsuit** followed by a DEMAND  
20 or similar for **SUMMARY JUDGEMENT** as **a matter of law**, in accordance with  
21 **California Code of Civil Procedure § 437c(c)** and **Federal Rule of Civil Procedure**  
22 **56(a)**, and/or executing an Affidavit Certificate of Non-Response, Dishonor,  
23 **Judgement, and Lien Authorization**, in accordance with **U.C.C. § 3-505**, and/or  
24 issue an ORDER TO PAY or BILL OF EXCHANGE to the U.S. Treasury and IRS,  
25 said sum certain of **One Trillion U.S. Dollars (\$1,000,000,000,000.00 USD)**, for  
26 **immediate credit to** Affiant, and/or <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>KEVIN  
27 WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or <sup>TM</sup>KEVIN WALKER©  
28 IRR TRUST, 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, Affiant, and/or <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or <sup>TM</sup>KEVIN WALKER© IRR TRUST, 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 Trillion Dollars (\$1,000,000,000,000.00 USD)**.

**\*\*\* 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\*\*\* :**

**XI. 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**.

1 You may **not** argue, controvert, or otherwise protest the finality of the  
2 administrative findings in any subsequent process, whether administrative or  
3 judicial. (See Black's Law Dictionary 6<sup>th</sup> Ed. for any terms you do not "*understand*").

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

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

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Invoice # **RIVSHERTREAS12312024**

## **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 <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>KEVIN 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 :	<u>\$10,000,000.00</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:	\$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 <sup>TM</sup> 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 03/03/2025:** \$300,000,000.00 USD  
**Total Due after 03/03/2025:** \$1,000,000,000,000.00 USD

**COPY of this ACTUAL AND CONSTRUCTIVE NOTICE and Exhibits sent to the following**

**WITNESSES by way of Registered Mail with Misprision of Felony Obligations:**

**To/Cc:** Rob Bonta, Agent(s), Fiduciary(ies), Trustee(s)  
C/o Office of the Attorney General  
1300 "I" Street  
Sacramento, California [95814-2919]  
Registered Mail #RF775823662US.

**To/Cc:** Issa, Darrel, Agent(s), Fiduciary(ies), Trustee(s)  
C/o U.S. HOUSE OF REPRESENTATIVES  
Washington, District of Colombia [20515]  
Registered Mail #RF775823676US.

**To/Cc:** Pan Bondi, Agent(s), Fiduciary(ies), Trustee(s)  
C/o Office of the Attorney General  
950 Pennsylvanie Avenue, NW  
Washington, District of Colombia [20530-0001]  
Registered Mail # RF775823680US.

**To/Cc:** Douglas O'Donnell, Agent(s), Fiduciary(ies), Trustee(s)  
C/o Internal Revenue Service  
1111 Constitution Avenue, North West  
Washington, District of Colombia [20224]  
Registered Mail #RF775823693US.

**To/Cc:** David Lebryk, Agent(s), Fiduciary(ies), Trustee(s)  
C/o Department of the Treasury  
1500 Pennsylvania Avenue, NW  
Washington, District of Colombia [20220]  
Registered Mail #RF775823702US.

**To/Cc:** Marco Rubio, Agent(s), Fiduciary(ies), Trustee(s)  
C/o Department of State  
2201 C Street, North West  
Washington, District of Colombia [20520]  
Registered Mail #RF775823716US.

**EXHIBITS/ATTACHMENTS:**

1. **Exhibit A: Affidavit: Power of Attorney In Fact'**

2. **Exhibit B: Private UCC Contract Trust/UCC1 filing #2024385925-4.**

3. **Exhibit C: Private UCC Contract Trust/UCC3 filing ##2024402990-2 .**

4. **Exhibit D: Affidavit Right of Travel CANCELLATION, TERMINATION, AND  
REVOCATION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT  
and AGREEMENT. LICENSE/BOND # B6735991**

5. **Exhibit E: Revocation Termination and Cancelation of Franchise.**

6. **Exhibit F: CITATION/BOND #TE464702, accepted under threat, duress, and  
coercion: AS EVIDENCED BY SIGNATURE LINE.**

7. **Exhibit G: Automobile's PRIVATE PLATE displayed on the automobile**

8. **Exhibit H: Screenshot of "Automobile" and "commercial vehicle" from DMV  
website**

9. **Exhibit I: Screenshot of CA CODE § 260 from <https://leginfo.legislature.ca.gov>**

10. **Exhibit J: Photo(s) of Defendant/Respondent Gregory D Eastwood.**

11. **Exhibit K: Photo(s) of Defendant/Respondent Robert C V Bowman.**

12. **Exhibit L: Photo(s) of Defendant/Respondent Willam Pratt.**



13. **Exhibit M:** AFFIDAVIT CERTIFICATE of STATUS, ASSETS, RIGHTS, JURISDICTION, AND PROTECTIONS as national/non-citizen national, foreign government, foreign official, internationally protected person, international organization, secured party/secured creditor, and/or national of the United States, #RF661448964US.

14. **Exhibit N:** national/non-citizen national passport card #C35510079.

15. **Exhibit O:** national/non-citizen national passport book #A39235161.

16. **Exhibit P:** ™KEVIN LEWIS WALKER© Copyright and Trademark Agreement.

17. **Exhibit Q:** NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON, #RF775820621US.

18. **Exhibit R:** NOTICE OF DEFAULT, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON, #RF775821088US.

19. **Exhibit S:** NOTICE OF DEFAULT, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON, #RF775822582US

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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:

- 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.
- 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.

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

1 formed by nature, as distinguished from artificial persons, or corporations. **-Private person.** An  
2 individual who is not the incumbent of an office. Persons are divided by law into natural and **artificial.**  
3 Natural persons are such as the God of nature formed us; **artificial** are such as are created and devised  
4 by **human laws**, for the purposes of society and government, which are called "corporations" or "bodies  
5 politic." — See Uniform Commercial Code (UCC) § 1-201, Black's Law Dictionary 1st, 2nd, and 4th  
6 edition pages 892, 895, and 1299, respectively, 27 Code of Federal Regulations (CFR) § 72.11 - Meaning  
7 of terms, and 26 United States Code (U.S. Code) § 7701 - Definitions.

8 7. **bank:** a **person** engaged in the business of banking and includes a savings bank, savings and loan  
9 association, credit union, and **trust company**. The terms "banks", "national bank", "national banking  
10 association", "member bank", "board", "district", and "reserve bank" shall have the meanings assigned  
11 to them in section 221 of this title. An institution, of great value in the commercial world, empowered  
12 to receive deposits of money, to make loans. and to issue its promissory notes, (designed to circulate as  
13 money, and commonly called "bank-notes" or "bank-bills" ) or to perform any one or more of these  
14 functions. The term "bank" is usually restricted in its application to an incorporated body; while a  
15 **private individual** making it his business to conduct banking operations is denominated a "banker."  
16 Banks in a commercial sense are of three kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation.  
17 Strictly speaking, the term "bank" implies a place for the deposit of money, as that is the most obvious  
18 purpose of such an institution. — See, UCC 1-201, 4-105, 12 U.S. Code § 221a, Black's Law Dictionary  
19 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117, 183-184, 139-140, and 437-439.

20 8. **discharge:** To cancel or unloose the obligation of a contract; to make an agreement or contract  
21 null and inoperative. Its principal species are rescission, release, accord and satisfaction,  
22 performance, judgement, composition, bankruptcy, merger. As applied to demands claims,  
23 right of action, incumbrances, etc., to discharge the debt or claim is to extinguish it, to annul  
24 its obligatory force, to satisfy it. And here also the term is generic; thus a dent , a mortgage. As  
25 a noun, the word means the act or instrument by which the binding force of a contract is  
26 terminated, irrespective of whether the contract is carried out to the full extent contemplated  
27 (in which case the discharge is the result of performance) or is broken off before complete  
28 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 constitution, statute, deed, contract or whatnot, **courts not infrequently construe "may" as "shall" or "must".** — See Black's Law Dictionary, 4th Edition page 1131.
13. **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.
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 "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.*



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. See, Black's Law Dictionary 1st Edition, page 2223.

### 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 27TH 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**, 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  
Donnabelle Mortel (WITNESS)

Sui juris, By Special Limited Appearance,

By: Corey Walker  
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.

**JURAT:**

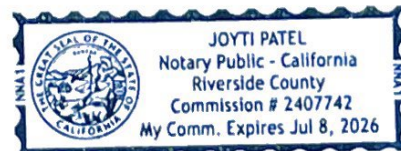
State of Riverside )  
County of California ) ss.

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 Notary public  
print

Joytilatel Seal:

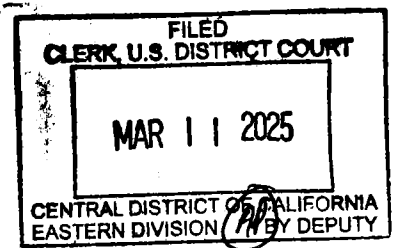




-Exhibit F-

Registered Mail #RF775823821US — Dated: March 5, 2025

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



Attorney-In-Fact, Executor, and Authorized Representative,  
for Real Party(ies) in Interest/Plaintiff(s)  
™KEVIN WALKER© ESTATE, ™WG EXPRESS© TRUST  
™KEVIN WALKER©, ™DONNABELLE MORTEL© ESTATE

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION

™KEVIN WALKER© ESTATE, ™KEVIN  
LEWIS WALKER©, ™KEVIN WALKER©  
IRR TRUST,

Case No.: **ED CV 25 - 00646** WLH(MAA)

**VERIFIED COMPLAINT FOR:**

*Plaintiff(s)/Real Party(ies) in Interest,*

*vs.*

Chad Bianco,  
Steven Arthur Sherman,  
Gregory D Eastwood,  
Robert C V Bowman,  
George Reyes,  
William Pratt,  
Robert Gell,  
RIVERSIDE COUNTY SHERIFF,  
MENIFEE JUSTICE CENTER,  
FERGUSON PRAET & SHERMAN A  
PROFESSIONAL CORPORATION,  
*Does 1-100 Inclusive,*

*Defendant(s).*

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

**COMES NOW**, Plaintiffs ™KEVIN WALKER© ESTATE, ™KEVIN LEWIS  
WALKER©, ™KEVIN WALKER© IRR TRUST (hereinafter "Plaintiffs" and/or

Registered Mail #RF775823821US — Dated: March 5, 2025

1 "Real Party(ies) in Interest"), by and through their Attorney-in-Fact, Kevin: Walker,  
2 who is proceeding *sui juris, In Propria Persona*, and by *Special Limited*  
3 *Appearance* (NOT generally). Kevin is natural *freeborn* sovereign and state Citizen  
4 of California the republic in its De'jure capacity as one of the several states of the  
5 Union 1789. This incidentally makes him a non-citizen national/national American  
6 Citizen of the republic as per the De'Jure Constitution for the United States  
7 1777/1789.

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

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

17 Plaintiffs further rely on their inherent rights under the Constitution and the  
18 common law — rights that predate the formation of the tatse and remain  
19 safeguarded by due process of law.

20 **'Attorney-in-Fact' : Legal Authority and Recognition:**

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

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

- 27 • An attorney-in-fact derives their authority from a written instrument,  
28 commonly referred to as a "power of attorney."

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

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

11 *"A person to whom the authority of another, who is called the constituent, is by him*

12 *lawfully delegated. The term is employed to designate persons who are under special*

13 *agency, or a special letter of attorney, so that they are appointed in factum, for the deed,*

14 *or special act to be performed; but in a more extended sense, it includes all other agents*

15 *employed in any business, or to do any act or acts in pais for another."*

16 The **American Bar Association (ABA)** further affirms that the individual named in

17 a **power of attorney** is legally referred to as an **agent** or **attorney-in-fact** and has the

18 authority to take **any action expressly permitted in the document**. The **American**

19 **Bar Association (ABA)** official website explicitly states:

20 *"The person named in a power of attorney to act on your behalf is commonly referred to*

21 *as your "agent" or "**attorney-in-fact**." With a valid power of attorney, your agent can*

22 *take **any** action permitted in the document."* See Exhibit AA.

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

24 The authority of an attorney-in-fact is explicitly recognized in various statutory and

25 commercial codes, reinforcing its binding nature:

- 26 • **U.C.C. § 3-402:** Establishes that an authorized representative, including an
- 27 attorney-in-fact, can bind the principal in contractual and financial
- 28 transactions.

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- 1 • **28 U.S.C. § 1654:** Confirms that "**parties may plead and conduct their own**
- 2 **cases personally or by counsel**", reinforcing the Plaintiffs' right to self-
- 3 representation and the use of an attorney-in-fact.
- 4 • **26 U.S.C. § 2203:** Recognizes executors, including attorneys-in-fact, in matters
- 5 of estate administration and tax liability.
- 6 • **26 U.S.C. § 7603:** Acknowledges that an attorney-in-fact may lawfully receive
- 7 and respond to IRS summonses on behalf of the principal.
- 8 • **26 U.S.C. § 6903:** Confirms that fiduciaries, including attorneys-in-fact, are
- 9 recognized in tax matters and are legally bound to act in their principal's best
- 10 interest.
- 11 • **26 U.S.C. § 6036:** Establishes that attorneys-in-fact can handle affairs related
- 12 to the administration of decedent estates and trust entities.
- 13 • **26 U.S.C. § 6402:** Grants attorneys-in-fact the authority to receive and
- 14 negotiate tax refunds and credits on behalf of the principal.

15 Plaintiffs have clearly presented a valid "**Affidavit: Power of Attorney In**

16 **Fact**" (Exhibit A), which lawfully confers upon them the authority to act in this

17 matter. The legal principles established by the UCC and statutory law further

18 **reinforce the binding authority of Plaintiffs' affidavits and agreements.**

19 Defendants' assertion that a **trust cannot be represented by an attorney-in-fact**

20 **contradicts well-established statutory, commercial, and legal principles.** By

21 denying this legal reality, **Defendants engage in intentional misrepresentation**

22 **and mockery of long-standing legal doctrine, further demonstrating their lack of**

23 **credibility and bad faith in these proceedings**

### 24 **Constitutional Basis:**

25 Plaintiffs assert that their **private rights** are secured *and* protected under the

26 **Constitution, common law, and exclusive equity**, which govern their ability to

27 freely contract and protect their property and interests..

28 Plaintiffs respectfully assert and affirm:

Registered Mail #RF775823821US — Dated: March 5, 2025

- 1 • "The individual may stand upon his constitutional rights as a citizen. He is  
2 entitled to carry on his **private** business in his own way. **His power to**  
3 **contract is unlimited**. He owes no such duty [to submit his books and papers  
4 for an examination] to the State, since he receives nothing therefrom, beyond  
5 the protection of his life and property. His rights are such as existed by the  
6 law of the land [Common Law] long antecedent to the organization of the  
7 State, and can only be taken from him by due process of law, and in  
8 accordance with the Constitution. Among his rights are a refusal to  
9 incriminate himself, and the immunity of himself and his property from  
10 arrest or seizure except under a warrant of the law. He owes nothing to the  
11 public so long as he does not trespass upon their rights." (*Hale v. Henkel*, 201  
12 U.S. 43, 47 [1905]).
- 13 • "The claim and exercise of a constitutional **right cannot** be converted into a  
14 crime." — *Miller v. U.S.*, 230 F 2d 486, 489.
- 15 • "Where **rights secured** by the Constitution are involved, **there can be no rule**  
16 **making or legislation** which would abrogate them." — *Miranda v. Arizona*,  
17 384 U.S.
- 18 • "There can be no sanction or penalty imposed upon one because of this  
19 exercise of constitutional **rights**." — *Sherar v. Cullen*, 481 F. 945.
- 20 • "A law repugnant to the Constitution is **void**." — *Marbury v. Madison*, 5 U.S.  
21 (1 Cranch) 137, 177 (1803).
- 22 • "It is not the duty of the citizen to surrender his rights, liberties, and  
23 immunities under the guise of police power or any other governmental  
24 power." — *Miranda v. Arizona*, 384 U.S. 436, 491 (1966).
- 25 • "An unconstitutional act is not law; it confers no rights; it imposes no duties;  
26 affords no protection; it creates no office; it is, in legal contemplation, as  
27 inoperative as though it had never been passed." — *Norton v. Shelby County*,  
28 118 U.S. 425, 442 (1886).



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- 1 • "No one is bound to obey an unconstitutional law, and no courts are bound to
- 2 enforce it." — *16 Am. Jur. 2d, Sec. 177, Late Am. Jur. 2d, Sec. 256.*
- 3 • "Sovereignty itself remains with the people, by whom and for whom all
- 4 government exists and acts." — *Yick Wo v. Hopkins*, 118 U.S. 356, 370 (1886).

### 5 **Supremacy Clause:**

6 Plaintiffs respectfully assert and affirm that:

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

20 Plaintiffs sue Defendant(s) and assert as **established, considered, agreed** and  
21 **admitted** by Defendants:

22 **1. Plaintiffs, <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN LEWIS WALKER©,**  
23 **<sup>TM</sup>KEVIN WALKER© IRR TRUST, (collectively referred to as "Plaintiffs" and/or**  
24 **"Real Party(ies) in Interest") are undisputedly the holders in due course' of all**  
25 **assets, intangible and tangible, hold allodial title to all assets, in accordance with**  
26 **UCC § 3-302.**

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

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1 3. Plaintiff(s) is/are **undisputedly** the Creditor(s).

2 4. Plaintiffs all have explicitly reserved **all** of their rights, also in accordance with  
3 U.C.C. § 1-308, and have waive **none**.

4 5. Plaintiffs alone **undisputedly** have exclusive, sole, and **complete standing**.

5 **Defendants**

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

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

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

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

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

21 11. Defendants are **presumed** to be in dishonor, in accordance with U.C.C. §  
22 3-505, as evidenced by the attached 'Affidavit Certificate of Dishonor, Non-  
23 response, **DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION**'. A copy is  
24 attached hereto as **Exhibit H** and incorporated herein by reference.

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

26 12. Plaintiffs do not know the true names of **Defendants Does 1 through 100**,  
27 inclusive, and therefore sues them by those fictitious names. Their true names and  
28 capacities are unknown to Plaintiff. When their true names and capacities are

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1 ascertained, Plaintiff will amend this complaint by inserting their true names and  
2 capacities herein. Plaintiff is informed and believes and thereon alleges that each of  
3 these unknown and fictitiously named Defendant(s) claim some right, title, estate,  
4 lien, or interest in the hereinafter-described real property adverse to Plaintiff's title,  
5 and that their claims, and each of them, constitute a cloud on Plaintiff's title to that  
6 real property.

7 **Description of Affected Private Trust Property:**

8 13. This action affects title to the private Trust property (herein referred to as  
9 "private property" and/or "subject property"), a Lamborghini Urus, VIN  
10 #3333333333, **including** all ownership, title, interest, **and** authority over said  
11 private property, as well as all bonds, securities, Federal Reserve Notes, assets, **both**  
12 **tangible and intangible, registered and unregistered, and all assets held in trust**  
13 **by Plaintiffs**, as more particularly described in the **authentic** UCC1 filing and  
14 NOTICE #2024385925-4 and UCC3 filing and NOTICE #2024402990-2, all filed in  
15 the Office of the Secretary of State, State of Nevada, **and** attached hereto as **Exhibits**  
16 **C and D**, respectively, and incorporated herein by reference.

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

23 **Standing:**

24 15. Plaintiffs are **undisputedly** the Real Party(ies) in Interest, holder(s) in  
25 due course, Creditor(s), and hold allodial title to **any and all** assets,  
26 registered or unregistered, tangible or intangible, in accordance with contract  
27 law, principles, **common law, exclusive equity**, the right to equitable  
28 subrogation, and the UCC (Uniform Commercial Code). This is further

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1 evidenced by the following UCC filings, all duly filed in the Office of the  
2 Secretary of State, State of Nevada: UCC1 filing NOTICE #2024385925-4 and  
3 UCC3 filing and NOTICE #2024402990-2 (Exhibits C and D), and in  
4 accordance with UCC §§ 3-302, 9-105, and 9-509.

5 16. Plaintiffs maintain **exclusive and sole standing** in relation to said assets and  
6 their interests, as duly recorded and affirmed by these filing.

7 17. Plaintiff(s) alone possess(es) exclusive equity.

8 18. Defendants do **NOT** have **any** valid interest or standing.

9 19. Defendants do **NOT** have a valid claim to Plaintiffs' '**private property**', or  
10 '**subject property**', or any of the respective '**Assets**', registered *and* unregistered,  
11 tangible *and* intangible.

12 **Defendants' Failure to Provide Proof/Evidence, and Defendants'**  
13 **Default and Dishonor:**

14 20. All statements, claims, offer, and terms presented in Defendants's **unlawful**,  
15 **unconstitutional, coerced, and extorted** OFFER (#TE464702) were  
16 **CONDITIONALLY ACCEPTED**, thus presenting to Defendants a binding counter  
17 offer, which Defendants have failed to perform under and are thus in default and  
18 dishonor, as evidenced by Exhibits E, F, G, and H.

19 21. As ***considered, agreed, and stipulated*** by Defendants in the **unrebutted**  
20 verified commercial affidavits, contract agreement, and self-executing  
21 contract security agreements (Exhibits E, F, G, and H), Defendants have  
22 admitted to all the facts, terms, and statements made in the unrebutted  
23 Affidavits, and Defendants have failed to provide any proof, and they remain  
24 in default and dishonor.

25 **Defendants' Presumption of Dishonor Under U.C.C. § 3-505 and**  
26 **Evidence Proving Defendants' Dishonor:**

27 22. The failure of Defendants to rebut or provide any valid evidence of  
28 their performance is further confirmed by the, '**AFFIDAVIT CERTIFICATE** of

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1 DISHONOR, NON-RESPONSE, DEFAULT, JUDGEMENT, and LIEN  
2 AUTHORIZATION" /Self-Executing Contract Security Agreement (Exhibit  
3 E), which is **duly notarized** and complies with the requirements of U.C.C. §  
4 3-505.

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

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

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

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

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

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

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

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

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

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

17 **'Foundation of American Sovereignty:**

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

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

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

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

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



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2. This affirms that any power not granted to the federal government remains with the States or the people.

**SUPREME COURT Affirmations of Sovereignty:**

30. The Supreme Court of the United States (SCOTUS) has repeatedly affirmed that sovereignty resides in the people:

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

"The sovereignty resides in the people... they are truly the sovereigns of the country."

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

"Sovereignty itself remains with the people, by whom and for whom all government exists and acts."

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

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

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

"A law repugnant to the Constitution is void."

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

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

**Congressional Recognition of Americans as 'Sovereigns':**

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

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

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

***"Whereas it is desirable that the sovereign citizens of our Nation be prepared for the responsibilities and impressed with the significance of their status***

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1 *in our self-governing Republic: Therefore be it Resolved by the Senate and House*  
2 *of Representatives of the United States of America in Congress assembled, That the*  
3 *third Sunday in May each year be, and hereby is, set aside as Citizenship Day..."*

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

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

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

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

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

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

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

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

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

19 • **United States v. Anthony (1873)**

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

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

26 *"It is quite clear, then, that there is a citizenship of the United States and a*  
27 *citizenship of a State, which are distinct from each other and which depend*  
28 *upon different characteristics or circumstances in the individual."*

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

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

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

8 “One may be a citizen of a State and yet not a citizen of the United States.”

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

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

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

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

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

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

24 36. The first clause of the Fourteenth Amendment states:

25 “All persons born or naturalized in the United States, and subject to the  
26 jurisdiction thereof, are citizens of the United States and the state wherein  
27 they reside.”

28 37. However, this clause does NOT state:

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1 "All persons born or naturalized in the United States, are subject to the  
2 jurisdiction thereof..."

3 38. This confirms that United States citizenship requires both:

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

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

6 **Status as "national" / "non-citizen national" (state Citizen)**

7 39. The U.S. Department of State document, Certificates of Non-Citizen  
8 Nationality ([https://travel.state.gov/content/travel/en/legal/travel-legal-](https://travel.state.gov/content/travel/en/legal/travel-legal-considerations/us-citizenship/Certificates-Non-Citizen-Nationality.html)  
9 [considerations/us-citizenship/Certificates-Non-Citizen-Nationality.html](https://travel.state.gov/content/travel/en/legal/travel-legal-considerations/us-citizenship/Certificates-Non-Citizen-Nationality.html)), states:

10 "Section 101(a)(21) of the INA defines the term '**national**' as 'a person owing  
11 permanent allegiance to a state.' Section 101(a)(22) of the INA provides that  
12 the term 'national of the United States' includes all U.S. citizens as well as  
13 persons who, though not citizens of the United States, owe permanent  
14 allegiance to the United States (non-citizen nationals)."

15 40. 8 U.S.C. § 1101(22) defines national of the United States as:

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

18 41. 8 U.S.C. § 1101(a)(22) explicitly stipulates that one can be a '**national of the**  
19 **United States**' without being a 'citizen of the United States' if they owe permanent  
20 allegiance to the United States.

21 42. 22 CFR § 51.2 stipulates that Passports are issued to nationals **only**:

22 "A passport may be issued **only** to a U.S. national."

23 43. 22 CFR § 51.3 stipulates the Types of passports issued:

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

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

27 44. 18 U.S.C. § 112 stipulates that Protections of foreign officials, official guests,  
28 and internationally protected persons, **apply to nationals**. This statute defines

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terms such as “foreign government,” “foreign official,” “internationally protected person,” “international organization,” “**national** of the United States,” and “official guest,” have the same meaning.

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

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

46. The legal framework and court rulings confirm that:

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

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

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

47. Plaintiffs and Defendants are parties to certain Contract and Security Agreements, specifically contract security agreement numbers RF775821088US, #RF775821088US, #RF775822582US, and #RF775823645US. Each contract security agreement and/or self-executing contract security agreement was received,

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1 *considered, and agreed* to by Defendants through **silent acquiescence, tacit**  
2 **agreement, and tacit procurement.** Each contract also includes a corresponding  
3 Form 3811, which was signed as evidence of receipt. **AN UNREBUTTED**  
4 **AFFIDAVIT STANDS AS TRUTH IN COMMERCE.** (12 Pet. 1:25; Heb. 6:13-15;).  
5 'He who does not deny, admits. **AN UNREBUTTED AFFIDAVIT BECOMES THE**  
6 **JUDGEMENT IN COMMERCE.** (Heb. 6:16-17;). 'There is nothing left to resolve.'  
7 All referenced contracts and signed Forms 3811 are attached hereto as **Exhibits E, F,**  
8 **G, H, I, J, K, and L** respectively, as follows:

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



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

8     **49.** Defendants have a duty to respond to all of Plaintiffs' NOTICES and binding  
9     CONTRACTS, and have intentionally and willfully remained silent and and  
10    dishonor.

11    **50.** Defendants have *received, considered, and agreed* to all the terms of all  
12    contract agreements, including the **Self-Executing Contract Security Agreement**  
13    (Exhibits E, F, G, and H), constituting a bona fide contract under the principles of  
14    contract law and the Uniform Commercial Code (U.C.C.). Pursuant to the mailbox  
15    rule, which establishes that acceptance of an offer is effective when dispatched  
16    (U.C.C. § 2-206. Offer and Acceptance in Formation of Contract) and principles of  
17    **silent acquiescence, tacit procurement, and tacit agreement**, the acceptance is valid.  
18    This acceptance is in alignment with the doctrine of 'offer and acceptance' and the  
19    provisions of U.C.C. § 2-202, which governs the final expression of the  
20    CONTRACT. Furthermore, under the U.C.C., all assets – whether registered or  
21    unregistered – are held subject to the **allodial** title, with Plaintiffs maintaining sole  
22    and exclusive standing over all real property, assets, securities, both tangible and  
23    intangible, registered and unregistered, as evidenced by UCC1 filing NOTICE  
24    #2024385925-4 and UCC3 filing and NOTICE #2024402990-2 (Exhibits C and D).

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

27    **51. No Stipulation to Arbitration:** It is important to assert that there is no  
28    stipulation to arbitration as evidenced by the *unrebutted verified* commercial

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1 **Affidavits** (Exhibits E, F, G, and H). These **Affidavits** present facts that all parties  
2 have agreed to. Consequently, all issues are considered settled according to the  
3 principles of *res judicata*, *stare decisis*, and *collateral estoppel*, barring Defendants  
4 from contesting any of the findings, established facts, conclusions, or  
5 determinations.

6 **Uniform Commercial Code (U.C.C.) Provisions Supporting**  
7 **Plaintiffs' Claims**

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

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

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

20 53. U.C.C. § 2-202 – Final Written Expression, Parol or Extrinsic Evidence:  
21 Under U.C.C. § 2-202, when a **written contract is intended as a final and complete**  
22 **expression of an agreement**, its terms *cannot* be contradicted by prior agreements,  
23 **oral statements, or extrinsic evidence**. This section ensures that:

- 24 • The **contract and security agreements**, as presented in the **verified**  
25 **commercial Affidavits**, are the **final and complete expression** of the parties'  
26 agreement.
- 27 • Defendants **cannot introduce oral statements, prior discussions, or extrinsic**  
28 **evidence** to dispute or alter the contract's terms.

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- Any modifications to the contract must be **explicitly made in writing** and agreed upon by both parties.

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

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

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

In this case, Defendants:

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

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

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

1. **An offer is deemed accepted when the offeree engages in conduct consistent with acceptance.**
2. **A contract is formed when an offer is accepted, even if conditions or objections are not expressly stated.**

Applying this to Plaintiffs' verified claims:

- Defendants received and *considered* the **verified affidavits, contract, and security agreements** but failed to respond or contest them.

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- 1 • Under U.C.C. § 2-206, Defendants' **silence constitutes acceptance**, making
- 2 the contract and obligations **binding and enforceable**.
- 3 • The **verified commercial affidavits and supporting exhibits serve as prima**
- 4 **facie evidence** of the existence and validity of the contract.

5 Thus, under U.C.C. § 2-206, Plaintiffs' verified claims are **fully enforceable**, and

6 Defendants' failure to rebut any of them constitutes **uncontested acceptance**.

7 56. U.C.C. § 3-303 – Value and Consideration for Negotiable Instruments:

8 U.C.C. § 3-303 defines **value and consideration** in the **enforcement of negotiable**

9 **instruments**. A negotiable instrument is **issued for value** when:

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

14 In this case:

- 15 • Plaintiffs **provided value through agreements, instruments, and affidavits**,
- 16 which Defendants considered and accepted.
- 17 • Defendants' **willful failure to dispute the obligation confirms that**
- 18 **consideration was validly exchanged**.
- 19 • Under U.C.C. § 3-303, Defendants **cannot claim a lack of consideration** to
- 20 avoid liability, as their conduct establishes their **acceptance of value**.

21 57. U.C.C. § 9-509 – Authorization of Financing Statement; Obligation of

22 Debtor: Under U.C.C. § 9-509, a secured party is *authorized* to file a financing

23 **statement** when:

- 24 • The debtor **has authenticated a security agreement** covering the collateral.
- 25 • The secured party **has control over the collateral as agreed in the security**
- 26 **instrument**.
- 27 • The debtor's failure to rebut or contest the filing **constitutes authorization**
- 28 **by default**.

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- 1 • The debtor authorizes the filing in an authenticated record.

2 In this case:

- 3 • **Defendants' failure to rebut the security agreement** affirms that the **lien**  
4 **and financing statement** are valid and enforceable.  
5 • **The self-executing contract and security agreement serve as authenticated**  
6 **proof** under U.C.C. § 9-509.  
7 • Plaintiffs, as **secured parties**, have the **full legal right to perfect and enforce**  
8 **their lien against Defendants' assets**.

9 Thus, under U.C.C. § 9-509, Plaintiffs' lien is **properly perfected and enforceable as**  
10 **a matter of law**.

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

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

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

- 17 • Plaintiffs are **the secured party with enforceable rights over collateral**  
18 **under the security agreement**.  
19 • Defendants, by failing to contest the claim, have **conceded their role as**  
20 **debtors**.  
21 • The assets in question, including **property, negotiable instruments, and**  
22 **funds, are collateral lawfully secured by Plaintiffs**.

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

25 **59. Plaintiffs assert that the provisions of the Uniform Commercial Code**  
26 **(U.C.C.), as outlined above, establish that:**

- 27 **1. Contracts, negotiable instruments, and security agreements are**  
28 **enforceable under commercial law.**

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1       **2. Defendants' silence, failure to rebut, and inaction constitute binding**  
2       **acceptance under U.C.C. §§ 2-204, 2-206, and 9-509.**

3       **3. Defendants have waived all rights to contest the contract, and any claims**  
4       **of fraud, duress, or invalidity are legally barred under U.C.C. §§ 1-103,**  
5       **2-202, and 3-303.**

6 Accordingly, Plaintiffs are **entitled to full enforcement of all claims, security**  
7 **interests, and remedies under the U.C.C.**

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

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

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

25       63. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted  
26 verified commercial affidavits, contract agreement, and/or self-executing contract  
27 security agreement(s) (Exhibits E, F, G, and H), Defendants are indebted to Plaintiffs  
28 in the amount of One Trillion Dollars (\$1,000,000,000,000.00) in lawfully recognized



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1 currency, such as gold and silver coin, as authorized under Article I, Section 10,  
2 Clause 1 of the U.S. Constitution.

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

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

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

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

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**Judgement of \$1,000,000,000,000.00 Received, Considered, Agreed to, and Authorized:**

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

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

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

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

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

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

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

27     **73. Weaponizing Authority to Oppress:** The defendants' intentional  
28 misuse of their authority to act against the interests of the Constitution and its

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1 Citizens is a clear manifestation of tyranny. Rather than serving their  
2 constitutional mandate to protect and defend the Constitution, they have  
3 actively waged war on it by:

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

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

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

20 75. Plaintiffs' incorporation of "bare statutes" does **NOT** exonerate  
21 Defendants; rather, it serves as evidence of Defendants' guilt, which they  
22 have already *undisputedly* admitted through their actions and lack of rebuttal  
23 to any affidavits, which they have a duty to respond to. The invocation of  
24 bare statutes merely underscores the necessity for Plaintiffs to compel a  
25 formal enforcer, such as a District Attorney or Attorney General, to prosecute  
26 the criminal violations. This requirement for enforcement does **NOT** negate  
27 the Defendants' culpability but, instead, affirms the gravity of their admitted  
28 violations.

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1 76. In this matter, Plaintiffs have thoroughly detailed the Defendants' willful and  
2 intentional breaches of multiple federal statutes under Title 18, and Plaintiff's  
3 private right(s) of action.

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

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

9 78. Defendants are **presumed** to be in dishonor, in accordance with U.C.C. §  
10 3-505, as evidenced by the attached Affidavit Certificate of Dishonor, Non-response,  
11 **DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION** (Exhibit H).

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

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

22 **'Special Deposit' and MASTER INDEMNITY BOND: 31 U.S. Code §**  
23 **5312 and U.C.C. § 3-104**

24 81. This notarized, authorized, and indorsed VERIFIED COMPLAINT  
25 itself acted as a BOND and/or MONETARY INSTRUMENT, as defined by 31  
26 U.S. Code § 5312 and U.C.C. § 3-104, supplemented by the MASTER  
27 INDEMNITY BOND (Exhibit N), and that the BOND also satisfies the  
28 procedural and substantive requirements of Rule 67 of the Federal Rules of

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1 **Civil Procedure.** Exclusive equity supports this claim, as it ensures that no  
2 competing claims will infringe upon the Plaintiffs' established rights to this  
3 bond of and will be reported on the forms 1099-A, 1099-OID, and/or 1099-B,  
4 with Plaintiff(s) evidenced as the CREDITOR(S).

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

26 **12 U.S.C. 1813(L)(1): The term 'Deposit' Defined**

27 83. As *considered, agreed, and stipulated* by Defendants in the unrebutted  
28 verified commercial affidavits, contract agreement, and self-executing contract



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

17 **GENERALLY Accepted Accounting Principles (GAAP)**

18 84. As *considered, agreed, and stipulated* by Defendants in the unrebutted  
19 verified commercial affidavits, contract agreement, and self-executing contract  
20 security agreements (Exhibits E, F, G, and H), Defendants never at any time risked  
21 any of its assets and truly only exchanged the GENUINE ORIGINAL  
22 PROMISSORY NOTE for “credit” according to the **Generally Accepted Accounting**  
23 **Principles (GAAP)**. ‘Banks’ are required to adhere Generally Accepted Accounting  
24 Principles and as **evidenced by, 12 U.S.C 1831n - ‘Accounting objectives,**  
25 **standards, and requirements**: [“(2) Standards (A)Uniform accounting principles  
26 consistent with GAAP Subject to the requirements of this chapter and any other  
27 provision of Federal law, the accounting principles applicable to reports or  
28 statements required to be filed with Federal banking agencies by all insured

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1 depository institutions shall be uniform and consistent with generally accepted  
2 accounting principles.["]

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

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

### 23 **Summary Judgement is Due as a matter of law**

24 87. Rule 56(a) of the Federal Rules of Civil Procedure and California Code of  
25 Civil Procedure § 437c(c): Summary Judgment is warranted as a matter of law under  
26 Rule 56(a) of the Federal Rules of Civil Procedure and California Code of Civil  
27 Procedure § 437c(c), both of which *mandate* judgment where there is no genuine  
28 dispute as to any material fact..

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

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

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

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

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

23 Defendants have neither provided competent evidence to dispute Plaintiffs’  
24 claims nor identified any material fact requiring trial. Plaintiffs’ affidavits,  
25 contracts, and supporting documents (attached hereto as *Exhibits E, F, G, and*  
26 *H*) collectively establish the absence of any genuine dispute. Without  
27 contradictory evidence or a triable issue, Plaintiffs are **entitled** to judgment as  
28 a matter of law.

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

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

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

13       **The COURT is Barred From SUMMARILY DISMISSING Anything.**  
14               **Epecially After The Overturning of Chevron**

15       **93.** The Court is hereby placed on notice that even the mere consideration of  
16 "summarily dismissing" anything in this matter constitutes a constitutional  
17 violation and an act of judicial overreach, arbitrary denial of due process, and a  
18 *willful* obstruction of justice.

19       **94.** The *Overturning of the Chevron Doctrine* Eliminates *Any* Judicial  
20 *Presumption* in Favor of Government or Institutional Parties:

- 21           • With the **Chevron Doctrine overturned**, courts **no longer have**  
22 ***discretion to defer to agency or institutional interpretations of law,***  
23 **and every case must be ruled strictly within the confines of the**  
24 **Constitution and statutory law.**  
25          • Any **judicial attempt to summarily dismiss** Plaintiffs' verified,  
26 unrebutted claims would constitute an **abuse of discretion, a**  
27 **deprivation of due process, and a direct violation of Plaintiffs'**  
28 **constitutional rights.**

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

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

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

- 15 • **Res Judicata**: The matters before this Court are already **settled and decided**,  
16 and no further litigation is necessary to determine the legal obligations of  
17 Defendants.  
18 • **Stare Decisis**: The **binding legal precedents of Marbury v. Madison, Rule**  
19 **56 FRCP, and California CCP § 437c(c)** require judgment in favor of the  
20 Plaintiffs.  
21 • **Collateral Estoppel**: Defendants **cannot dispute issues they have already**  
22 **defaulted on; any attempt to dismiss the case would ignore the finality of**  
23 **Plaintiffs’ unrebutted claims and the legally binding nature of their**  
24 **conditional acceptance**.

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

- 27 • As a **public trustee of justice**, the Court has a **fiduciary obligation to**  
28 **uphold constitutional rights and due process**.

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- Any attempt to **dismiss** this matter — **given that Defendants have already defaulted** — would be tantamount to **judicial fraud** and an **egregious breach of duty under 28 U.S.C. § 1361**.

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

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

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

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

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

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

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

- Plaintiffs have submitted **undisputed, sworn affidavits** establishing their claims.
- Defendants have **failed to rebut, respond, or oppose**, thereby conceding by **tacit acquiescence**.



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- Judicial failure to rule on a demand where no genuine dispute exists is an obstruction of justice and a due process violation under 28 U.S.C. § 1361.

**Unrebutted Affidavits are 'prima facie' evidence:**

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

**Unlawful and Unconstitutional Detainment and Arrest while**

**'Traveling' in Private Automobile:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 106. Plaintiffs therefore declare and demand that all actions and evidence obtained  
18 in connection with this unlawful stop be deemed inadmissible and void as fruits  
19 of the poisonous tree.

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

23 **Use defines classification:**

24 1. It is well established law that the highways of the state are public  
25 property, and their primary and preferred use is for **private** purposes, and  
26 that their use for purposes of gain is special and extraordinary which,  
27 generally at least, the legislature may prohibit or condition as it sees fit."  
28 **Stephenson vs. Rinford**, 287 US 251; **Pachard vs Banton**, 264 US 140, and

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

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- 1 the owner in his own business, and not for hire." *Desser v. Wichita*, (1915) 96 Kan.  
2 820; *Iowa Motor Vehicle Asso. v. Railroad Comrs.*, 75 A.L.R. 22.
- 3 7. "Thus self-driven vehicles are **classified according to the use** to which they  
4 are put rather than according to the means by which they are propelled." *Ex*  
5 *Parte Hoffert*, 148 NW 20.
- 6 8. In view of this rule a statutory provision that the supervising officials  
7 "**may**" exempt such persons when the transportation is not on a commercial  
8 basis means that they "**must**" exempt them." *State v. Johnson*, 243 P. 1073;  
9 60 C.J.S. section 94 page 581.
- 10 9. "**The use to which an item is put, rather than its physical characteristics,**  
11 determine whether it should be classified as ``consumer goods" under UCC  
12 9- 109(1) or ``equipment" under UCC 9-109(2)." *Grimes v Massey Ferguson,*  
13 *Inc.*, 23 UCC Rep Serv 655; 355 So.2d 338 (Ala., 1978).
- 14 10. "Under UCC 9-109 there is a real distinction between goods purchased for  
15 personal use and those purchased for business use. The two are mutually  
16 exclusive and the **principal use to which the property is put should be**  
17 **considered as determinative.**" *James Talcott, Inc. v Gee*, 5 UCC Rep Serv  
18 1028; 266 Cal.App.2d 384, 72 Cal.Rptr. 168 (1968).
- 19 11. "**The classification of goods in UCC 9-109 are mutually exclusive.**"  
20 *McFadden v Mercantile-Safe Deposit & Trust Co.*, 8 UCC Rep Serv 766;  
21 260 Md 601, 273 A.2d 198 (1971).
- 22 12. "**The classification of ``goods" under [UCC] 9-109 is a question of fact.**"  
23 *Morgan County Feeders, Inc. v McCormick*, 18 UCC Rep Serv 2d 632; 836  
24 P.2d 1051 (Colo. App., 1992).
- 25 13. "The definition of ``goods" includes an automobile." *Henson v Government*  
26 *Employees Finance & Industrial Loan Corp.*, 15 UCC Rep Serv 1137; 257 Ark  
27 273, 516 S.W.2d 1 (1974).
- 28



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

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

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

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

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

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

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

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

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

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

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

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

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- 1 thereon, for the usual and ordinary purpose of life and business." —  
2 Thompson vs. Smith, supra.; Teche Lines vs. Danforth, Miss., 12 S.2d 784.  
3 29. "The use of the highways for the purpose of **travel** and transportation is not  
4 a mere privilege, but a common and fundamental Right of which the public  
5 and the individual cannot be rightfully deprived." — Chicago Motor Coach  
6 vs. Chicago, 169 NE 22; Ligare vs. Chicago, 28 NE 934; Boon vs. Clark, 214  
7 SSW 607; 25 Am.Jur. (1st) Highways Sect.163.  
8 30. "The right to b is part of the Liberty of which a citizen cannot deprived  
9 without due process of law under the Fifth Amendment. This Right was  
10 emerging as early as the Magna Carta." — Kent vs. Dulles, 357 US 116  
11 (1958).  
12 31. "The state **cannot** diminish Rights of the people." — Hurtado vs. California,  
13 110 US 516.  
14 32. "Personal liberty largely consists of the Right of locomotion -- to go where and  
15 when one pleases -- only so far restrained as the Rights of others may make it  
16 necessary for the welfare of all other citizens. The Right of the Citizen to travel  
17 upon the public highways and to transport his property thereon, by horse  
18 drawn carriage, wagon, or automobile, is not a mere **privilege** which may  
19 be permitted or prohibited at will, but the common Right which he has under his  
20 Right to life, liberty, and the pursuit of happiness. Under this  
21 Constitutional guarantee one may, therefore, under normal conditions, travel at  
22 his inclination along the public highways or in public places, and while  
23 conducting himself in an orderly and decent manner, neither interfering with nor  
24 disturbing another's Rights, he will be protected, not only in his person, but in his  
25 safe conduct." — II Am.Jur. (1st) Constitutional Law, Sect.329, p.1135.  
26 33. Where **rights secured** by the Constitution are involved, **there can be no rule**  
27 **making or legislation** which would abrogate them." — Miranda v. Arizona,  
28 384 U.S.

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1 34. "The state **cannot diminish Rights of the people.**" — Hurtado vs. California,  
2 110 US 516.

3 **NO QUALIFIED OR LIMITED IMMUNITY**

4 35. "When enforcing mere statutes, judges of all courts do not act  
5 judicially (and thus are not protected by "qualified" or "limited  
6 immunity," - SEE: Owen v. City, 445 U.S. 662; Bothke v. Terry, 713 F2d  
7 1404) - - "but merely act as an extension as an agent for the involved  
8 agency -- but only in a "ministerial" and not a "discretionary  
9 capacity..." Thompson v. Smith, 154 S.E. 579, 583; Keller v. P.E., 261 US  
10 428; F.R.C. v. G.E., 281, U.S. 464.

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

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

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

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

24 40. "All are presumed to know the law." **San Francisco Gas Co. v. Brickwedel**  
25 (1882), 62 C. 641; **Dore v. Southern Pacific Co.** (1912), 163 C. 182, 124 P. 817;  
26 **People v. Flanagan** (1924), 65 C.A. 268, 223 P. 1014; **Lincoln v. Superior**  
27 **Court** (1928), 95 C.A. 35, 271 P. 1107; **San Francisco Realty Co. v. Linnard**  
28 (1929), 98 C.A. 33, 276 P. 368.

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

### **Legal Maxims, Standards, and Principles**

108. Plaintiffs cite the following established **legal maxims, standards, and principles**.

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



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- 1 • See, *Sieb's Hatcheries, Inc. v. Lindley*, 13 F.R.D. 113 (1952), "Defendant(s)  
2 made no request for an extension of time in which to answer the request for  
3 admission of facts and filed only an unsworn response within the time  
4 permitted," thus, under the specific provisions of Ark. and *Fed. R. Civ. P.* 36,  
5 the facts in question were deemed admitted as true. Failure to answer is  
6 well established in the court. *Beasley v. U. S.*, 81 F. Supp. 518 (1948), "I,  
7 therefore, hold that the requests will be considered as having been  
8 admitted." Also as previously referenced, "Statements of fact contained in  
9 affidavits which are not rebutted by the opposing party's affidavit or  
10 pleadings may[must] be accepted as true by the trial court." —*Winsett v.*  
11 *Donaldson*, 244 N.W.2d 355 (Mich. 1976).
- 12 • "The state **cannot diminish Rights of the people.**" —*Hurtado vs. California*,  
13 110 US 516.
- 14 • "Public officials are not immune from suit when they transcend their  
15 lawful authority by invading constitutional **rights.**" — *AFLCIO v.*  
16 *Woodward*, 406 F2d 137 t.
- 17 • "Immunity **fosters neglect and breeds irresponsibility** while liability  
18 promotes care and caution, which caution and care is owed by the  
19 government to its people." (Civil Rights) **Rabon vs Rowen Memorial**  
20 **Hospital, Inc.** 269 N.S. 1, 13, 152 SE 1 d 485, 493.
- 21 • "Judges not only can be sued over their official acts, but could be held  
22 **liable for injunctive and declaratory relief and attorney's fees.**"  
23 **Lezama v. Justice Court**, A025829.
- 24 • "Ignorance of the law does **not** excuse misconduct in anyone, least of  
25 all in a sworn officer of the law." In re *McCowan* (1917), 177 C. 93, 170  
26 P. 1100.
- 27 • "**All are presumed to know the law.**" *San Francisco Gas Co. v.*  
28 *Brickwedel* (1882), 62 C. 641; *Dore v. Southern Pacific Co.* (1912), 163 C.

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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.

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

#### 14 **FIRST CAUSE OF ACTION**

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

16 109. Plaintiffs re-affirm and incorporate paragraphs 1 through 108 as if set forth  
17 herein.

18 110. Defendants, acting under **color of law**, have *willfully and intentionally*  
19 engaged in **fraudulent** conduct by knowingly **misrepresenting** material facts  
20 regarding their authority and jurisdiction over Plaintiffs, thereby violating  
21 Plaintiffs' constitutionally protected **private rights**.

22 111. Defendants' fraudulent misconduct includes, but is not limited to,  
23 fabricating legal authority, creating false claims, unlawfully detaining and  
24 interfering with Plaintiffs' **private** affairs, and initiating legal proceedings devoid of  
25 any lawful basis.

26 112. Defendants knowingly misrepresented their authority to enforce  
27 **statutory provisions** against Plaintiffs, fabricated legal obligations, and  
28 unlawfully seized or interfered with Plaintiffs' **private** property, all with the

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1 intent to deprive Plaintiffs of their rights, property, and financial interests  
2 **under the guise of lawful authority.**

3 113. In furtherance of this unlawful **enterprise** and scheme, Defendants  
4 transmitted fraudulent documents, including but not limited to fabricated reports,  
5 false citations, and deceptive legal filings, through the U.S. Postal Service and other  
6 commercial carriers, knowing that these documents were false and intended to  
7 defraud Plaintiffs.

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

- 11 • **42 U.S. Code § 1983 (Civil Action for Deprivation of Rights)** – Establishes  
12 liability for any person acting under color of law who deprives another of  
13 their constitutionally protected rights, privileges, or immunities.
- 14 • **18 U.S. Code § 1001 (False Statements Act)** – Criminalizes knowingly  
15 making false statements or fraudulent misrepresentations in legal and  
16 administrative proceedings.
- 17 • **18 U.S. Code § 1341 (Mail Fraud)** – Prohibits the use of U.S. mail to transmit  
18 fraudulent documents with intent to deceive.
- 19 • **15 U.S. Code § 1692 (Fair Debt Collection Practices Act, FDCPA)** –  
20 Prohibits fraudulent misrepresentation and deceptive practices used to  
21 enforce unlawful claims against individuals, including fabricated financial  
22 obligations.
- 23 • **UCC § 1-308 (Performance or Acceptance Under Reservation of Rights)** –  
24 Protects individuals from unknowingly waiving rights under fraudulent or  
25 coercive contracts or enforcement actions.

26 115. By willfully and intentionally engaging in the fraudulent conduct described  
27 above, Defendants have violated statutory and constitutional protections, causing  
28 Plaintiffs to suffer:

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

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

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

- 10 • **Fabrication of authority and fraudulent claims to enforce laws against**
- 11 **Plaintiffs**
- 12 • **Knowingly misrepresenting their jurisdiction and legal standing to**
- 13 **detain, fine, or seize property**
- 14 • **Use of fraudulent documentation and legal proceedings to impose**
- 15 **unlawful penalties and restrictions**
- 16 • **Unlawful use of U.S. Postal Service and other communication channels to**
- 17 **further their fraudulent scheme**

18 118. As a direct result of Defendants' fraudulent and unlawful actions,  
19 Plaintiffs have suffered severe and irreparable harm, including but not  
20 limited to:

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

27 119. **18 U.S. Code § 1341 - Frauds and swindles**, expressly stipulates:  
28 **"whoever, having devised or intending to devise any scheme or artifice to**

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1 **defraud, or for obtaining money or property** by means of **false or fraudulent**  
2 **pretenses, representations, or promises**, or to sell, dispose of, loan, exchange,  
3 alter, give away, distribute, supply, or furnish or procure for unlawful use any  
4 counterfeit or spurious coin, obligation, **security, or other article**, or anything  
5 represented to be or intimated or held out to be such counterfeit or spurious  
6 article, for the purpose of executing such scheme or artifice or attempting so  
7 to do, **places in any post office** or authorized depository for mail matter, any  
8 matter or thing whatever to be sent or delivered by the Postal Service, or  
9 deposits or causes to be deposited any matter or thing whatever to be sent or  
10 delivered by any private or commercial interstate carrier, or takes or receives  
11 therefrom, any such matter or thing, or knowingly causes to be delivered by  
12 mail or such carrier according to the direction thereon, or at the place at  
13 which it is directed to be delivered by the person to whom it is addressed,  
14 **any such matter or thing, shall be fined under** this title or **imprisoned** not  
15 **more than 20 years, or both.** If the violation occurs in relation to, or involving  
16 any benefit authorized, transported, transmitted, transferred, disbursed, or  
17 paid in connection with, a presidentially declared major disaster or  
18 emergency (as those terms are defined in section 102 of the Robert T. Stafford  
19 Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122)), or affects a  
20 financial institution, such person shall be fined not more than \$1,000,000 or  
21 imprisoned not more than **30 years, or both.**"

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

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

24 120. Plaintiffs re-affirm and incorporate paragraphs 1 through 119 as if set forth  
25 herein

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

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1     **122. Nature of Defendants' Breach:** Defendants' breach includes, but is not  
2 limited to, the failure to perform specified duties, the pursuit of false claims of debt,  
3 and the illegal, unlawful, and unconstitutional seizure of Plaintiffs private property  
4 without proper contractual or legal authority.

5     **123. Violation of Contract Agreement:** Defendants' conduct constitutes a  
6 violation of both the express and implied terms of the agreement, including  
7 Defendants' obligations to act in good faith and deal fairly with Plaintiffs, resulting  
8 in substantial financial harm and damages to Plaintiffs.

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

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

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

26     **127. Failure to Cease Illegal Activities:** Defendants also failed to cease any illegal,  
27 unlawful, and unconstitutional collection efforts on an undisputedly fraudulent debt,  
28 engaging in conduct that included but was not limited to threats, violations of Plaintiffs'



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rights, racketeering, paper terrorism, coercion, extortion, bank fraud, monopolization of trade and commerce, restraint-of-trade violations, deprivation of rights, conspiracy under color of law, breach of the implied covenant of good faith and fair dealing, identity theft, and taking unreasonable positions that forced Plaintiffs into litigation.

128. **Material Breach and Deprivation of Bargain:** This failure to perform, along with the unauthorized actions, directly violates the terms and conditions of the express contract security agreements. These actions constitute a material breach that has deprived Plaintiffs of the benefit of their bargain, as defined under U.C.C. § 2-202 and related provisions that govern the enforceability of the final contract terms.

129. **Private Right of Action:**

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

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

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

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**THIRD (3rd) CAUSE OF ACTION**  
**(For Theft, Embezzlement, and Fraudulent Misapplication of Funds**  
**and Assets against all Defendants)**

131. Plaintiffs re-affirm and incorporate paragraphs 1 through 130 as if fully set forth herein.

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

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

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

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

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

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- 1 • **12 U.S. Code § 503** – Allows individuals harmed by the embezzlement or  
2 misapplication of funds to seek civil remedies.
- 3 • **18 U.S. Code § 656 (Theft, Embezzlement, or Misapplication by Bank**  
4 **Officer or Employee)** – Criminalizes the willful misapplication, abstraction,  
5 or embezzlement of funds by any officer, director, agent, or employee of a  
6 financial institution, Federal Reserve bank, or insured depository  
7 institution.
- 8 • **Federal and State Consumer Protection Laws** – Prohibit deceptive and fraudulent  
9 practices in financial transactions, including wrongful claims of ownership.

10 135. Defendants violated fiduciary duties owed to Plaintiffs as property owners  
11 and rightful asset holders by acting in bad faith and without lawful authority,  
12 willfully misapplying funds, purloining assets, and engaging in acts of fraud,  
13 resulting in injury, harm, and damages to Plaintiffs.

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

16 137. **18 U.S. Code § 656 (Theft, Embezzlement, or Misapplication by Bank**  
17 **Officer or Employee)** expressly stipulates that:

18 *"Whoever, being an officer, director, agent or employee of, or connected in any*  
19 *capacity with any Federal Reserve bank, member bank, depository institution*  
20 *holding company, national bank, insured bank, branch or agency of a foreign bank,*  
21 *or organization operating under section 25 or section 25(a) of the Federal Reserve*  
22 *Act, or a receiver of a national bank, insured bank, branch, agency, or organization*  
23 *or any agent or employee of the receiver, or a Federal Reserve Agent, or an agent or*  
24 *employee of a Federal Reserve Agent or of the Board of Governors of the Federal*  
25 *Reserve System, embezzles, abstracts, purloins or willfully misapplies any of the*  
26 *moneys, funds or credits of such bank, branch, agency, or organization or holding*  
27 *company or any moneys, funds, assets or securities entrusted to the custody or care*  
28 *of such bank, branch, agency, or organization, or holding company or to the custody*

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*or care of any such agent, officer, director, employee or receiver, shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both..."*

As a direct result of Defendants' theft, embezzlement, and fraudulent misapplication of funds and assets, Plaintiffs have suffered **financial loss, deprivation of property, reputational harm, and emotional distress.**

#### **FOURTH (4<sup>th</sup>) CAUSE OF ACTION**

**(For Fraud, Forgery, and Unauthorized Use of Identity against all Defendants)**

138. Plaintiffs re-affirm and incorporate paragraphs 1 through 137 as if fully set forth herein.

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

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

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

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

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- 1 • **15 U.S. Code § 1681n (Fair Credit Reporting Act)** – Provides a private right  
2 of action for willful and knowing violations related to the misuse of  
3 personal and financial information.
- 4 • **15 U.S. Code § 1692e (Fair Debt Collection Practices Act)** – Provides a  
5 private right of action prohibiting false, deceptive, or misleading  
6 representations in the collection of debts.
- 7 • **18 U.S. Code § 1028A (Aggravated Identity Theft)** – Establishes criminal  
8 liability and additional penalties for knowingly using or transferring  
9 another person's identity without lawful authority.
- 10 • **State Civil Code on Forgery or Fraudulent Misrepresentation** –  
11 Provides a private right of action prohibiting the falsification of  
12 documents and misrepresentation in financial transactions and  
13 property matters.

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

18 **143. Plaintiffs further affirm that Defendants' conduct constitutes a willful and**  
19 **intentional scheme to deprive Plaintiffs of their property, as follows:**

- 20 • **The creation of false financial instruments and forged signatures**  
21 **demonstrates a pattern of fraudulent misrepresentation and forgery.**
- 22 • **The misuse of Plaintiffs' identity, including estate and trust information,**  
23 **constitutes a direct violation of Plaintiffs' rights to privacy, autonomy, and**  
24 **protection from unauthorized exploitation.**

25 **144. Defendants' unlawful actions have directly caused harm to Plaintiffs,**  
26 **including:**

- 27 • **Loss of property value, enjoyment, and equity.**
- 28 • **Emotional distress, humiliation, mental trauma, and reputational harm.**

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- **Financial expenses incurred in defending against fraudulent seizure actions and restoring rightful title to the property.**

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

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

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

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

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



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1 148. As a direct result of Defendants' fraud, forgery, and unauthorized use of  
2 Plaintiffs' identity, Plaintiffs have suffered financial loss, deprivation of property,  
3 reputational harm, and emotional distress.

4 ***FIFTH (5th) CAUSE OF ACTION***  
5 **(For Monopolization of Trade and Commerce, and Unfair Business**  
6 **Practices against all Defendants)**

7 149. Plaintiffs re-affirm and incorporate paragraphs 1 through 148 as if fully set  
8 forth herein.

9 150. Plaintiffs affirm that Defendants, in violation of 15 U.S.C. § 2, willfully  
10 engaged in monopolization of trade and commerce by manipulating financial  
11 systems and processes to further their fraudulent objectives. Specifically,  
12 Defendants engaged in **illegal and unlawful conduct**, including but not limited to:

- 13 • **Fabricating false debts** and creating fraudulent security interests without  
14 Plaintiffs' knowledge, authorization, or consent.
- 15 • **Utilizing financial institutions** to process **unlawful and unconstitutional**  
16 **seizures of private property** through fraudulent claims.
- 17 • **Engaging in deceptive and unfair business practices** designed to  
18 **monopolize trade and commerce, restrain competition, and deprive**  
19 **Plaintiffs of their rightful property and legal protections.**

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

- 23 • **15 U.S.C. § 15(a) (Clayton Act)** – Provides a **private right of action** for  
24 damages resulting from anticompetitive and monopolistic practices.
- 25 • **15 U.S.C. § 2 (Sherman Act)** – Prohibits monopolization, attempts to  
26 monopolize, and conspiracies to monopolize trade and commerce.
- 27 • **State Unfair Competition Laws** – Prohibit **fraudulent, deceptive, and**  
28 **unlawful business practices** in trade and commerce.

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- **Uniform Commercial Code (U.C.C.)** – Governs **negotiable instruments, discharge of obligations, and fair trade practices.**

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

- **Compensatory damages for financial harm.**
- **Treble damages under 15 U.S.C. § 15(a).**
- **Injunctive relief to prevent further monopolistic and fraudulent practices.**

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

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

154. Plaintiffs further allege that Defendants' actions were part of a broader scheme to unfairly restrain trade and commerce by:

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

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

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

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

157. Plaintiffs affirm that Defendants’ illegal, unlawful, and unconstitutional practices directly resulted in injury and harm, warranting the imposition of treble damages under 15 U.S.C. § 15(a), which provides for compensation in cases of antitrust violations and monopolistic practices.

158. Plaintiffs further affirm that Defendants’ conduct constitutes willful, intentional, and egregious violations of their rights, including but not limited to:

- **Deprivation of property without due process of law.**
- **Restraint of trade and competition in violation of public policy.**
- **Fraudulent business practices designed to defraud Plaintiffs and gain unlawful advantage.**

159. As a direct result of Defendants’ monopolization of trade and commerce and unfair business practices, Plaintiffs have suffered financial loss, deprivation of property, reputational harm, and emotional distress

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

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

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

160. Plaintiffs re-affirm and incorporate paragraphs 1 through 159 as if fully set forth herein.

161. Plaintiffs affirm that Defendants, acting under color of law, willfully and intentionally deprived Plaintiffs of rights secured by the Constitution and laws of the United States, specifically in violation of 42 U.S.C. § 1983.

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1 162. Plaintiffs affirm that Defendants engaged in **illegal, unlawful, and coercive**  
2 **actions** by threatening the **unconstitutional and unlawful seizure of Plaintiffs'**  
3 **private property** through fraudulent enforcement proceedings. These actions  
4 included but were not limited to:

- 5 • **Attempting to coerce Plaintiffs into complying with baseless and**  
6 **unlawful financial demands** under the imminent threat of losing their  
7 property.
- 8 • **Depriving Plaintiffs of their property rights and protections secured**  
9 **by the Fifth and Fourteenth Amendments of the United States**  
10 **Constitution.**
- 11 • **Exercising fraudulent and deceptive practices designed to unjustly enrich**  
12 **Defendants at Plaintiffs' expense.**

13 163. Plaintiffs affirm that Defendants' actions **violated Plaintiffs' due process**  
14 **rights**, as secured by the **Fifth and Fourteenth Amendments**, by failing to provide  
15 **proper notice, fair hearings, and lawful justification** for their unconstitutional and  
16 unlawful enforcement actions.

17 164. Plaintiffs assert that Defendants' conduct **caused direct harm** to Plaintiffs,  
18 **resulting in significant emotional, financial, and legal damages**. Specifically,  
19 Defendants' actions deprived Plaintiffs of:

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

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

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1 166. 18 U.S.C. § 241 (Conspiracy Against Rights) expressly stipulates:

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

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

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

17 169. Plaintiffs further affirm that Defendants, acting under the authority and  
18 guise of legal processes, conspired to deprive Plaintiffs of their constitutional rights.  
19 These actions represent a calculated effort to abuse their positions and disregard  
20 established legal and constitutional protections.

21 170. Plaintiffs further affirm that Defendants' actions represent a systematic and  
22 deliberate violation of Plaintiffs' rights and protections under the United States  
23 Constitution and federal law, warranting full and appropriate relief as determined  
24 by this Court.

25 **SEVENTH CAUSE OF ACTION**

26 **(For Receiving Extortion Proceeds against all Defendants)**

27 171. Plaintiffs re-affirm and incorporate paragraphs 1 through 170 as if fully set  
28 forth herein.

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1 172. Defendants employed **coercive tactics**, including the **unlawful and**  
2 **unconstitutional seizure of private property, threats, and false claims of**  
3 **authority**, to compel Plaintiffs to act against their interests and submit to fraudulent  
4 claims. These actions constitute a **violation of 42 U.S.C. § 1983**, which provides a  
5 **private right of action** for the deprivation of rights secured by the **Constitution**  
6 **and federal law**. Defendants, **acting under color of law**, have **deprived Plaintiffs**  
7 **of their property rights**, as secured under the **Fifth and Fourteenth Amendments**  
8 of the Constitution.

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

15 174. Moreover, by engaging in these unlawful activities, Defendants have  
16 **unlawfully received and benefited from extortion proceeds** obtained through  
17 fraudulent means, thus constituting **unjust enrichment** under the **Restatement**  
18 **(Second) of Torts**, which provides for civil remedies when one party benefits at the  
19 expense of another through wrongful conduct. The **wrongful nature of**  
20 **Defendants' actions** has caused **significant injury and harm** to Plaintiffs,  
21 warranting **restitution, disgorgement of ill-gotten gains, and other appropriate**  
22 **remedies**.

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

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



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- **Restitution and disgorgement of all fraudulently obtained proceeds.**
- **Injunctive relief to prevent further extortionate and fraudulent practices.**
- Defendants **employed coercive tactics**, including but not limited to:
- **Unlawful and unconstitutional seizure of private property through fraudulent claims and misrepresentation of legal authority.**
- **Threats and intimidation tactics** aimed at forcing Plaintiffs into compliance with fraudulent demands.
- **Fabrication of false debts and fraudulent security interests** designed to unlawfully extract financial benefits from Plaintiffs.

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

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

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

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

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

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

179. Plaintiffs re-affirm and incorporate paragraphs 1 through 178 as if set forth herein.

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1 180. Defendants' Fraudulent Actions and '**Fraud in the Factum**':

2 Defendants willfully and intentionally engaged in **fraudulent actions** by  
3 knowingly misrepresenting material facts and creating **fraud in the factum**,  
4 concerning the **interest, ownership, title, and authority** to execute the  
5 **unlawful and unconstitutional seizure of private property**. These actions  
6 were conducted under **blatantly fraudulent and false pretenses**, and  
7 ignorance of the law is no excuse.

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

- 10 • **Created false claims of debt** to deceive Plaintiffs into compliance with
- 11 **fraudulent demands**.
- 12 • **Placed fraudulent documents** in the post office or authorized depositories
- 13 **for mail, constituting mail fraud**.
- 14 • **Initiated unlawful and unconstitutional enforcement actions** that lacked
- 15 **any lawful or legal basis**.

16 182. By engaging in these fraudulent actions, Defendants **wrongfully deprived**  
17 **Plaintiffs of property or assets through deceptive means**, causing **direct financial**  
18 **harm and legal injury** to Plaintiffs.

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

- 21 • **Unlawful initiation of transactions under false pretenses**.
- 22 • **Deceitful representations and the use of fraudulent instruments** to obtain
- 23 **property from Plaintiffs**.
- 24 • **Procuring signatures under false pretenses**, knowing that the documents
- 25 **and signatures were obtained through fraudulent misrepresentations**.

26 184. **Defendants' Conduct Constitutes Fraud and Misrepresentation**:

27 Defendants' actions constitute fraud and misrepresentation under common law tort  
28 principles, including fraudulent misrepresentation and false pretenses. This

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1 conduct entitles Plaintiffs to seek damages and remedies for the unlawful  
2 appropriation of property.

3 **185. Unlawful Benefit from Fraudulent Conduct:** Defendants **unlawfully**  
4 **benefited** from Plaintiffs by **fraudulently obtaining property, goods, services, or**  
5 **financial benefits**, which **constitutes a breach of duty** to Plaintiffs. By obtaining  
6 property or value through fraud, Defendants have caused **significant harm and**  
7 **financial loss** to Plaintiffs.

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

- 10 • **Use of Fraudulent Instruments** – Defendants used, attempted to use, or  
11 procured the use of fraudulent documents, including **forged contracts,**  
12 **falsified notes, or other fraudulent evidence of debt, to transfer or**  
13 **encumber Plaintiffs' property.**
- 14 • **False Pretenses** – Defendants made **false and misleading representations**  
15 **with intent to deceive** Plaintiffs into **parting with property or financial**  
16 **assets.** Plaintiffs reasonably relied upon these false representations to their  
17 detriment.
- 18 • **Misappropriation of Property** – Defendants unlawfully obtained **property,**  
19 **money, or goods through fraud, deceit, or false pretenses,** knowing that  
20 the property was obtained **through fraudulent means.**

21 **187. Damages from Fraudulent Conduct:** As a **direct result** of Defendants'  
22 fraudulent conduct, Plaintiffs have suffered:

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

26 **188. Private Right of Action:** Plaintiffs assert a private right of action under:

- 27 • **18 U.S.C. § 1964 (RICO)** – Defendants' fraudulent conduct constitutes  
28 **rackeering activity,** allowing Plaintiffs to seek treble damages.

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- 1 • **15 U.S.C. § 1 (Sherman Antitrust Act)** – Provides a private right of action
- 2 for **fraudulent practices that restrain trade or commerce** through false
- 3 pretenses.
- 4 • **State Fraud and Deceit Laws** – Plaintiffs are entitled to seek **damages for**
- 5 **fraud, deceit, and misrepresentation** under **state law tort claims**.

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

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

12 **190. Unjust Enrichment:** Defendants have been unjustly enriched by receiving

13 property or benefits through fraudulent means. Equity demands that Defendants

14 return the unjustly obtained property or its value. Plaintiffs seek the following legal

15 and equitable remedies:

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

20 **191. 18 U.S. Code § 1341 (Frauds and Swindles)** Expressly Stipulates:

21 *"Whoever, having devised or intending to devise any scheme or artifice to defraud,*

22 *or for obtaining money or property by means of false or fraudulent pretenses,*

23 *representations, or promises, or to sell, dispose of, loan, exchange, alter, give away,*

24 *distribute, supply, or furnish or procure for unlawful use any counterfeit or*

25 *spurious coin, obligation, security, or other article, or anything represented to be or*

26 *intimated or held out to be such counterfeit or spurious article, for the purpose of*

27 *executing such scheme or artifice or attempting so to do, places in any post office or*

28 *authorized depository for mail matter, any matter or thing whatever to be sent or*

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1 *delivered by the Postal Service, or deposits or causes to be deposited any matter or*  
2 *thing whatever to be sent or delivered by any private or commercial interstate*  
3 *carrier, or takes or receives therefrom, any such matter or thing, or knowingly*  
4 *causes to be delivered by mail or such carrier according to the direction thereon, or*  
5 *at the place at which it is directed to be delivered by the person to whom it is*  
6 *addressed, any such matter or thing, shall be fined under this title or imprisoned*  
7 *not more than 20 years, or both."*

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

10 193. As a direct result of Defendants' **false pretenses and fraudulent conduct**,  
11 Plaintiffs have suffered financial loss, deprivation of property, reputational harm,  
12 and emotional distress.

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

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

15 194. Plaintiffs re-affirm and incorporate paragraphs 1 through 193 as if set forth  
16 herein.

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

23 **196. Extortionate Demands and Coercion:** Defendants **made extortionate**  
24 **demands** or threats to **influence or coerce Plaintiffs** through intimidation, fraud,  
25 **or force**, knowing that such threats would lead to harm or unlawful actions that  
26 would benefit Defendants.

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

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

198. **Coercion and Extortion:** By engaging in these unlawful and unconstitutional actions, Defendants knowingly engaged in coercion and extortion, using threats to unlawfully influence or compel Plaintiffs to act against their interests or submit to Defendants' fraudulent claims.

199. **Harm to Plaintiffs:** Defendants' **extortionate actions** directly harmed Plaintiffs by:

- **Depriving Plaintiffs of their rights or property under duress or threat of further deprivation and harm.**
- **Forcing Plaintiffs into submission through unlawful intimidation.**
- **Inflicting financial, reputational, and legal damages** through coercive tactics.

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

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

- **18 U.S.C. § 873 (Extortion by Officers or Employees of the United States)** – Provides a **civil remedy** for individuals who have been victims of extortion.
- **18 U.S.C. § 878 (Threats and Extortion Against Foreign Officials, Official Guests, or Internationally Protected Persons)** – Establishes



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penalties for **coercion, threats, and extortionate demands** tied to federally protected persons or entities.

- **Civil RICO (18 U.S.C. § 1964)** – Allows Plaintiffs to pursue damages **when extortion is tied to racketeering activities** that involve **coercive tactics to gain unlawful financial benefits**.

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

- **Compensatory damages** for Plaintiffs due to Defendants' extortion attempts, which forced Plaintiffs into compliance through unlawful demands.
- **Punitive damages** for Defendants' **intentional, willful, and malicious extortion** under 18 U.S.C. § 878, which provides for **criminal penalties** as well as **civil liability** in cases of **coercion, threats, or extortion**.
- **Consequential damages** resulting from Defendants' **coercive actions**, including **financial and reputational harm**.
- **Equitable relief**, including **restitution and the return of any property wrongfully obtained through extortion**.

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

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

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

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

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1 *threatened assault shall not exceed three years.*

2 *(b) Whoever in connection with any violation of subsection (a) or actual violation of*  
3 *18 U.S. Code § 112, 18 U.S. Code § 1116, or 18 U.S. Code § 1201 makes any*  
4 *extortionate demand shall be fined under this title or imprisoned not more than*  
5 *twenty years, or both.*

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

9 *(d) If the victim of an offense under subsection (a) is an internationally protected*  
10 *person outside the United States, the United States may exercise jurisdiction over*  
11 *the offense if:*

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

15 **205. Relief Sought:** Plaintiffs seek the following **civil and equitable remedies:**

- 16 • **Compensatory damages** for the harm suffered due to the **unlawful and**  
17 **extortionate conduct** of Defendants.
- 18 • **Consequential damages** arising from Defendants' coercive actions,  
19 including **financial and reputational harm**.
- 20 • **Punitive damages** for Defendants' intentional, malicious, and willful  
21 **misconduct** in unlawfully **threatening and coercing** Plaintiffs.
- 22 • **Restitution and disgorgement** of any wrongfully obtained property or  
23 **financial gains** resulting from **extortion and coercion**.
- 24 • **Equitable relief**, including an **injunction** against further coercive or  
25 **extortionate conduct** by Defendants.
- 26 • As a **direct result** of Defendants' coercion, extortion, and unjust  
27 **enrichment**, Plaintiffs have suffered **financial loss, emotional distress,**  
28 **reputational harm, and the deprivation of their rights under federal law.**

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

206. Plaintiff re-alleges and incorporate paragraphs 1 through 205 as if set forth herein.

207. **Defendants' Racketeering Scheme:** Defendants willfully and intentionally engaged in a pattern of racketeering activity designed to defraud, extort, and unlawfully deprive Plaintiffs of their property and rights. This conduct constitutes racketeering under 18 U.S.C. § 1961 et seq., as Defendants engaged in multiple predicate acts of fraud, extortion, mail and wire fraud, conspiracy, and the unlawful assertion of jurisdiction to further their scheme.

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

- **Fraudulent misrepresentations regarding financial transactions, debt obligations, and the creation of money.**
- **Knowingly asserting false claims of debt to coerce compliance.**
- **Filing fraudulent documents with courts and financial institutions to legitimize unlawful claims.**
- **Attempting to force Plaintiffs into their jurisdiction despite being made aware of the lack of jurisdiction.**
- **Conspiring to violate Plaintiffs' constitutional rights through coercion, intimidation, and fraudulent legal actions.**

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

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

- **Mail Fraud (18 U.S.C. § 1341) – Defendants used the U.S. mail and commercial carriers to send fraudulent documents, false financial claims, and unlawful notices to deceive Plaintiffs.**

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- 1 • **Wire Fraud (18 U.S.C. § 1343)** – Defendants transmitted fraudulent
- 2 communications via electronic means to further their racketeering
- 3 scheme.
- 4 • **Extortion (18 U.S.C. § 1951, Hobbs Act)** – Defendants used threats,
- 5 coercion, and intimidation to force Plaintiffs to submit to fraudulent
- 6 demands.
- 7 • **Money Laundering (18 U.S.C. §§ 1956, 1957)** – Defendants engaged in
- 8 financial transactions designed to disguise the fraudulent nature of
- 9 their activities.
- 10 • **Conspiracy to Commit Racketeering (18 U.S.C. § 1962(d))** –
- 11 Defendants conspired with others to carry out a pattern of
- 12 racketeering activity with the intent to defraud and extort Plaintiffs.

13 **211. Unlawful Assertion of Jurisdiction as a Racketeering Tactic:** Defendants'

14 **fraudulent assertion of jurisdiction** over Plaintiffs is an integral part of their

15 racketeering enterprise. Specifically, Defendants:

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

22 **212. This abuse of legal processes is a key racketeering tactic that violates 18**

23 **U.S.C. §§ 1341, 1343, 1951, and 1962.**

24 **213. Private Right of Action Under RICO:** Pursuant to 18 U.S.C. § 1964(c)

25 **(RICO), Plaintiffs assert a private right of action** for damages resulting from

26 **Defendants' racketeering activities, including but not limited to:**

- 27 • **The unlawful deprivation of property and economic resources.**
- 28 • **Fraudulent legal claims and financial extortion.**

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- **Economic harm, reputational damage, and emotional distress.**

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

- Defraud Plaintiffs through false financial claims and fraudulent transactions.
- Conceal unlawful financial transactions through fraudulent filings and misrepresentations.
- Coerce compliance through threats, deception, and financial manipulation.
- Enforce fraudulent claims through the unlawful assertion of jurisdiction.

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

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

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

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

**216.** Plaintiffs re-affirm and incorporate paragraphs 1 through 215 as if set forth herein.

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

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

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

"Whoever knowingly executes, or attempts to execute, a scheme or

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

7 **2. Defendants’ Scheme to Defraud**

8 Defendants engaged in a deliberate and fraudulent scheme to defraud a  
9 financial institution, specifically by placing fraudulent claims on the  
10 property, misrepresenting ownership, and creating false debt instruments,  
11 all under false pretenses. These actions were executed with the intent to  
12 unlawfully obtain funds, securities, assets, and other property under the  
13 custody and control of the financial institution.

14 **3. Plaintiff’s Financial Harm**

15 The fraudulent conduct perpetrated by Defendants caused substantial  
16 financial harm to Plaintiff. By unlawfully manipulating financial assets and  
17 misleading the financial institution, Defendants’ actions further violated  
18 Plaintiff’s rights, resulting in significant economic damages.

19 **4. Damages Sought**

20 As a result of the Defendants’ violations of 12 U.S. Code § 1831, Plaintiff  
21 seeks to recover compensatory damages, including but not limited to  
22 financial losses, consequential damages, and any other relief the Court  
23 deems appropriate. Additionally, Plaintiff seeks punitive damages in order  
24 to deter further unlawful conduct

25 218. Defendants willfully and intentionally violated **18 U.S. Code § 1344 – Bank**  
26 **Fraud**, which expressly stipulates: “Whoever knowingly executes, or attempts to  
27 execute, a scheme or artifice — (1) to defraud a financial institution; or (2) to obtain  
28 any of the **moneys, funds, credits, assets, securities, or other property** owned by,



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1 or under the custody or control of a financial institution, by means of false or  
2 fraudulent pretenses, representations, or promises; shall be fined not more than  
3 \$1,000,000 or imprisoned not more than 30 years, or both." Defendants engaged in a  
4 scheme to defraud the financial institution by placing fraudulent claims on the  
5 property, misrepresenting ownership, and creating false debt instruments, all while  
6 under false pretenses. Their actions were designed to obtain funds, securities, and  
7 assets unlawfully, further violating Plaintiff's rights and causing financial harm."

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

9 **(For Fraudulent Transportation and Transfer of Stolen Goods, Property,  
10 and Securities against all Defendants)**

11 219. Plaintiffs re-affirm and incorporate paragraphs 1 through 218 as if set forth  
12 herein.

13 **220. Defendants' Unlawful Actions:** Defendants willfully and knowingly  
14 engaged in the unlawful transportation, transmission, and transfer of stolen,  
15 converted, and fraudulently obtained goods, securities, and money across state  
16 lines, in violation of:

- 17 • **18 U.S. Code § 2314** – Prohibits the interstate transportation of stolen,  
18 converted, or fraudulently obtained property, including securities and  
19 money.
- 20 • **18 U.S. Code § 2315** – Prohibits the receipt, possession, concealment, and  
21 disposal of stolen or fraudulently obtained goods, securities, or money.
- 22 • **15 U.S. Code § 78j (Securities Exchange Act of 1934)** – Prohibits  
23 manipulative and deceptive practices in connection with the purchase or  
24 sale of securities.

25 221. Defendants engaged in a coordinated scheme to unlawfully acquire and  
26 transfer Plaintiffs' property and financial interests, including but not limited to:

- 27 • **Real property fraudulently transferred through forged deeds and**  
28 **fraudulent filings.**

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- 1 • **Monetary instruments and negotiable instruments** unlawfully converted
- 2 through deception and misrepresentation.
- 3 • **Financial securities and assets exceeding \$5,000 in value** obtained through
- 4 fraudulent means.

5 **222. Fraudulent Transfers and Participation in Deceptive Conduct:** Defendants

6 **knowingly participated** in fraudulent transfers of **assets and securities**, including

7 but not limited to:

- 8 • **Fabricated financial documents** falsely asserting ownership over Plaintiffs'
- 9 property.
- 10 • **Fraudulent deeds and forged instruments** used to unlawfully transfer
- 11 ownership of Plaintiffs' assets.
- 12 • **Misrepresentation of financial obligations** designed to coerce Plaintiffs
- 13 into **accepting false claims**.

14 **223.** These fraudulent activities were knowingly executed by Defendants despite

15 being on notice of their illegality, as evidenced by the verified and *unrebutted*

16 commercial affidavits (Exhibits E, F, G, and H).

17 **224. Conspiracy to Defraud:** Defendants conspired to transport and transfer

18 stolen goods, property, and financial securities, with the specific intent to:

- 19 • **Deprive Plaintiffs of their rightful assets.**
- 20 • **Conceal the fraudulent nature of their acquisitions.**
- 21 • **Manipulate financial records to create the appearance of legitimacy.**

22 **225.** This conspiracy violates 15 U.S. Code § 78j, which prohibits fraud,

23 misrepresentation, and deceptive conduct in the sale or transfer of securities.

24 **226. Execution of Fraudulent and Unlawful Transfers:** Defendants'

25 scheme to unlawfully transfer Plaintiffs' property, including financial

26 securities, was executed without legal authority or justification,

27 demonstrating:

- 28 • **Intentional misrepresentation** in legal filings and financial records.

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- 1 • **Knowingly transferring stolen and fraudulently acquired assets.**
- 2 • **Utilizing deceptive practices to obscure the unlawful nature of their**
- 3 **transactions.**

4 **227. Violations of the Fair Debt Collection Practices Act (FDCPA):** As further  
5 evidenced by the unrebutted commercial affidavits, Defendants engaged in  
6 fraudulent debt collection practices, in violation of:

- 7 • **15 U.S. Code § 1692 (FDCPA)** – Prohibits deceptive and misleading debt
- 8 collection practices.
- 9 • **15 U.S. Code § 1692e** – Prohibits false representations and deceptive
- 10 conduct in the collection of debts.
- 11 • **15 U.S. Code § 1692f** – Prohibits unfair or unconscionable means to collect
- 12 or attempt to collect any debt.

13 **228. Defendants:**

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

20 **229. Harm and Financial Loss:** As a direct result of Defendants' unlawful  
21 conduct, Plaintiffs have suffered:

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

27 **230. Private Right of Action and Relief Sought:** Plaintiffs assert a private right  
28 of action under:

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- 1 • **18 U.S.C. § 2314 and § 2315** – Plaintiffs seek full **compensatory and treble**
- 2 **damages** for losses incurred due to Defendants' fraudulent transfer and
- 3 transportation of stolen property.
- 4 • **15 U.S. Code § 78j** – Plaintiffs seek **injunctive relief** and **damages** for
- 5 Defendants' deceptive and fraudulent securities transactions.
- 6 • **15 U.S. Code § 1692k (FDCPA)** – Plaintiffs are entitled to:
- 7 ○ **Actual damages** for financial loss.
- 8 ○ **Statutory damages** due to Defendants' deceptive debt collection
- 9 practices.
- 10 ○ **Attorney's fees and costs** associated with enforcing their rights.

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

15 ***THIRTEENTH (13th) CAUSE OF ACTION***  
16 **(For Torture against all Defendants)**

17 232. Plaintiffs re-affirm and incorporate paragraphs 1 through 231 as if set forth  
18 herein.

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

- 24 • **The unlawful deprivation of Plaintiffs' liberty without due process of**
- 25 **law.**
- 26 • **The use of coercion, threats, and force to compel Plaintiffs into**
- 27 **compliance.**
- 28 • **The infliction of severe mental, emotional, and physical distress.**

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- **Deliberate indifference to Plaintiffs' constitutional and human rights.**

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

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

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

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

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

237. Defendants' actions violated Plaintiffs' fundamental rights, including but not limited to:

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

238. **Mental and Physical Suffering Inflicted:** Defendants' coercive and unlawful tactics caused Plaintiffs:

- **Severe emotional and psychological trauma**, including distress, humiliation, and fear.

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- **Physical harm and deterioration due to mistreatment while unlawfully detained.**
- **Economic losses, reputational damage, and the deprivation of life, liberty, and property.**

239. Defendants acted with intent to:

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

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

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

241. Plaintiffs Seek the Following Relief:

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

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



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**FOURTEENTH (14<sup>th</sup>) CAUSE OF ACTION**  
**(For Kidnapping against all Defendants)**

243. Plaintiffs re-affirm and incorporate paragraphs 1 through 242 as if fully set forth herein.

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

- **The unlawful deprivation of Plaintiffs' liberty through force, threats, deception, or coercion.**
- **The illegal arrest, detention, and transportation of Plaintiffs without lawful authority or due process.**
- **The use of intimidation and duress to compel Plaintiffs into submission.**
- **The refusal to recognize Plaintiffs' constitutional protections and lawful objections.**

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

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

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1       **246. Unlawful Arrest and Forced Detention as Kidnapping:** Defendants acted  
2 under the color of law to unlawfully seize, detain, and transport Plaintiffs without  
3 legal authority, in violation of:

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

7       **247.** The false arrest and forced detention were executed:

- 8       • **Without a valid warrant, probable cause, or lawful justification.**
- 9       • **Without providing Plaintiffs with due process or access to legal**  
10       **representation.**
- 11       • **Through threats, coercion, and physical restraint, depriving Plaintiffs of**  
12       **their freedom.**

13       **248.** Defendants' actions violated Plaintiffs' constitutional rights, including:

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

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

- 24       • **Forcing Plaintiffs into custody without lawful authority.**
- 25       • **Transporting Plaintiffs against their will to an undisclosed or**  
26       **unauthorized location.**
- 27       • **Detaining Plaintiffs unlawfully while depriving them of communication**  
28       **and legal recourse.**

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

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

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

10 252. **Private Right of Action and Relief Sought:** Plaintiffs assert a private right  
11 of action under:

- 12 • **18 U.S.C. § 1201(a) (Federal Kidnapping Act)** – Prohibits the unlawful  
13 seizure and transportation of individuals.
- 14 • **42 U.S.C. § 1983** – Provides for civil liability for those acting under color of  
15 law who deprive individuals of their constitutional rights.
- 16 • **42 U.S.C. § 1985** – Prohibits conspiracies to interfere with constitutional  
17 rights, including unlawful abduction.
- 18 • **42 U.S.C. § 1986** – Holds those accountable who fail to prevent civil rights  
19 violations.

20 253. **Plaintiffs Seek the Following Relief:**

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

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

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**FIFTEENTH (15<sup>th</sup>) CAUSE OF ACTION**  
**(Forced Peonage— Against all Defendants)**

255. Plaintiffs re-affirm and incorporate paragraphs 1 through 254 as if fully set forth herein.

256. **Defendants' Unlawful and Unconstitutional Acts:** Defendants willfully and intentionally subjected Plaintiffs to forced peonage, involuntary servitude, and economic coercion, in violation of federal law and constitutional protections. Plaintiffs were unlawfully compelled to work, perform obligations, or comply with fraudulent demands under duress, coercion, and the threat of legal and financial penalties, including but not limited to:

- **Unlawful and unconstitutional enforcement of financial claims without due process.**
- **Compelling Plaintiffs to pay or perform under threats of arrest, asset seizure, or legal action.**
- **Depriving Plaintiffs of their right to be free from involuntary servitude and forced labor.**
- **Using fraud, coercion, and intimidation to impose involuntary financial and contractual obligations.**

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

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

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

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

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

259. Defendants' actions forced Plaintiffs into involuntary compliance by:

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

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

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

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

- **18 U.S.C. § 1581** – Peonage, compelling a person to work off a debt through force or threat.

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- **18 U.S.C. § 1584** – Involuntary servitude, unlawfully coercing an individual to labor against their will.
- **The Thirteenth Amendment** – Prohibiting slavery and involuntary servitude except as punishment for a crime after due process.

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

- **Severe financial losses due to unlawful coercion.**
- **Emotional distress, mental anguish, and reputational damage.**
- **Deprivation of rights, property, and economic independence.**

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

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

**264. Plaintiffs Seek the Following Relief:**

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

**265. Defendants willfully engaged in the unlawful imposition of forced peonage and economic servitude, violating constitutional, statutory, and human**



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1 **rights protections. Plaintiffs demand full redress, damages, and equitable relief**  
2 **under all applicable laws.**

3 ***SIXTEENTH (16th) CAUSE OF ACTION***  
4 **(Unlawful Interference, Intimidation, Extortion, and Emotional**  
5 **Distress – Against all Defendants)**

6 266. Plaintiffs re-affirm and incorporate paragraphs 1 through 265 as if fully set forth  
7 herein.

8 **267. Defendants' Unlawful Conduct:** Defendants willfully and knowingly  
9 engaged in unlawful interference, intimidation, and extortion, designed to coerce,  
10 manipulate, and deprive Plaintiffs of their rights, property, and economic interests.  
11 This conduct included:

- 12 • **Threats of violence, intimidation, and coercion** to force Plaintiffs into  
13 compliance with unlawful demands.
- 14 • **Intentional disruption of Plaintiffs' business and economic pursuits**  
15 **through extortionate tactics.**
- 16 • **Use of fear and duress to interfere with Plaintiffs' lawful activities.**
- 17 • Defendants' actions were **malicious, unlawful, and calculated to inflict**  
18 **harm, constituting violations of:**
- 19 • **18 U.S.C. § 1951 (Hobbs Act)** – Prohibiting extortion through wrongful use  
20 of force, violence, or threats.
- 21 • **18 U.S.C. § 875** – Criminalizing threats made through electronic  
22 communication.
- 23 • **42 U.S.C. § 1983** – Prohibiting deprivation of rights under color of law.
- 24 • **42 U.S.C. § 1985** – Prohibiting conspiracies to interfere with civil rights.
- 25 • **42 U.S.C. § 1986** – Holding accountable those who fail to prevent civil rights  
26 violations.

27 **268. Threats and Coercion:** Defendants intentionally engaged in coercive tactics  
28 designed to instill fear and force Plaintiffs to act against their will. These threats:

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- Were communicated through electronic means, written correspondence, and verbal intimidation.
- Included explicit and implicit threats of harm, financial ruin, and legal repercussions.
- Were aimed at coercing Plaintiffs into relinquishing their property, business interests, or legal rights.

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

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

**A. Economic Damages**

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

**B. Emotional Distress**

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

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

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

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

5     **273.** Defendants' acts included:

- 6         • **Coercing Plaintiffs into relinquishing property, services, or financial**  
7         **assets.**
- 8         • **Forcing Plaintiffs to act against their will under threat of harm, legal**  
9         **consequences, or financial destruction.**
- 10        • **Engaging in fraud and intimidation to deprive Plaintiffs of their rightful**  
11        **property and business interests.**

12     **274.** These acts, documented in Plaintiffs' un rebutted affidavits, remain  
13 uncontested and must be accepted as legal fact.

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

- 16        • **A reckless disregard for Plaintiffs' economic and personal well-being.**
- 17        • **Deliberate efforts to manipulate, threaten, and coerce Plaintiffs into**  
18        **compliance with unlawful demands.**
- 19        • **A willful intent to disrupt Plaintiffs' lives through intimidation,**  
20        **extortion, and fraud.**

21     **276. Damages and Relief:** As a **direct and proximate result** of Defendants'  
22 unlawful acts, Plaintiffs seek the following relief:

23     **A. Compensatory Damages**

- 24        • **Restitution for financial losses resulting from unlawful interference and**  
25        **extortion.**
- 26        • **Damages for severe emotional distress and psychological harm.**
- 27        • **Recovery of expenses, including legal costs incurred to defend against**  
28        **Defendants' intimidation tactics.**

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**B. Punitive Damages**

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

**C. Other Relief**

- Injunctive relief to prevent further intimidation, interference, and extortion by Defendants.
- Any additional relief deemed just and appropriate by the Court.

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

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

**SEVENTEENTH (17th) CAUSE OF ACTION**

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

279. Plaintiffs re-affirm and incorporate paragraphs 1 through 278 as if fully set forth herein.

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

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

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1       **1. Fraud and Misrepresentation**

2       Defendants knowingly engaged in fraudulent misrepresentation by falsifying  
3       financial obligations, misrepresenting material facts, and asserting authority they  
4       did not lawfully possess. Plaintiffs seek a declaration that Defendants' actions  
5       constitute fraud in the factum and fraudulent inducement, rendering all  
6       transactions, claims, and agreements void ab initio.

7       **2. Breach of Contract**

8       Defendants willfully and intentionally breached contractual obligations,  
9       violating express and implied agreements, including but not limited to  
10      fraudulently created financial obligations. Plaintiffs seek a declaration that  
11      Defendants' conduct constitutes a material breach, entitling Plaintiffs to full  
12      restitution and damages.

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

14      Defendants unlawfully took possession of, converted, or misapplied funds and  
15      assets belonging to Plaintiffs, in violation of 18 U.S.C. §§ 656 and 666. Plaintiffs  
16      seek a declaration confirming Defendants' unlawful appropriation of funds and  
17      assets, requiring full restitution and treble damages.

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

19      Defendants engaged in identity theft, forgery, and fraud, fabricating false claims  
20      and documents to manipulate legal and financial proceedings. Plaintiffs seek a  
21      declaration that all fraudulent claims, transactions, and instruments are null and  
22      void as a matter of law.

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

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

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

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1 Defendants, acting under color of law, deprived Plaintiffs of fundamental rights  
2 in violation of 42 U.S.C. § 1983. Plaintiffs seek a declaration that Defendants  
3 violated Plaintiffs' constitutionally protected rights and are liable for  
4 compensatory and punitive damages.

5 **7. Receiving Extortion Proceeds**

6 Defendants knowingly received and benefited from proceeds obtained through  
7 extortion, violating 18 U.S.C. § 880. Plaintiffs seek a declaration confirming  
8 Defendants' unjust enrichment through criminal means, requiring full  
9 disgorgement and treble damages.

10 **8. False Pretenses and Fraud**

11 Defendants engaged in fraudulent misrepresentation and false pretenses to  
12 unlawfully obtain assets, violating 18 U.S.C. § 1341. Plaintiffs seek a declaration  
13 that all fraudulently obtained property, funds, and assets must be returned to  
14 Plaintiffs immediately.

15 **9. Threats and Extortion**

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

20 **10. Racketeering (RICO Violations)**

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

25 **11. Bank Fraud**

26 Defendants engaged in fraudulent banking transactions, violating 18 U.S.C. §  
27 1344. Plaintiffs seek a declaration that Defendants' fraudulent banking practices  
28 render all related claims and transactions void.



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

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

**13. Torture**

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

**14. Kidnapping**

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

**15. Forced Peonage**

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

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

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

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

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

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

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

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

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

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

285. Plaintiffs re-affirm and incorporate paragraphs 1 through 284 as if fully set forth herein.

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

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

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

13 including:

- 14 • **Unrebutted affidavits establishing the facts** of this case.
- 15 • **Contract and Security Agreement**—confirmed and accepted via USPS
- 16 **Registered, Express, and/or Certified Mail (Form 3811). See exhibits I, J, K,**
- 17 **and L.**
- 18 • **Public notices and filings confirming Defendants' default and consent to**
- 19 **judgment.**

20 288. Application of **Rule 56 of the Federal Rules of Civil Procedure**: Under Rule

21 56(a) of the Federal Rules of Civil Procedure, summary judgment must be granted

22 when:

23 *"The movant shows that there is no genuine dispute as to any material fact and the*

24 *movant is entitled to judgment as a matter of law."*

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

- 26 • **Defendants' liability** under the Contract and Security Agreement.
- 27 • **Defendants' failure to rebut or contest the claims**, making all facts stated
- 28 **therein legally binding.**

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- **Defendants' waiver of defenses and objections** due to willful silence and acquiescence.

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

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

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

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

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

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

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

**CLAIM and DEMAND FOR RELIEF:**

295. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 289 as if fully set forth herein.

296. Plaintiffs demand the following relief:

1. Summary Judgment as a matter of law, in the Amount of One Trillion Dollars (\$1,000,000,000,000.00) in lawfully recognized currency, such as **gold**

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1 **and silver coin**, as authorized under Article I, Section 10, Clause 1 of the  
2 U.S. Constitution.

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

7 **2. Permanent Injunction Against Defendants**

- 8 • **Prohibiting further fraud, extortion, coercion, and unlawful**  
9 **interference.**
- 10 • **Ordering the immediate cessation of all unlawful acts affecting**  
11 **Plaintiffs' rights and property.**

12 **3. Compensatory and Treble Damages**

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

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

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

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

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

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

27 **7. Defendants have failed to rebut the sworn commercial affidavits, have**  
28 **waived all defenses through silence, and are bound by the terms of the**

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**Contract and Security Agreement. Under Rule 56 of the Federal Rules of Civil Procedure, Plaintiffs are entitled to immediate summary judgment, full relief, and enforcement of all remedies requested herein.**

111. Exhibits "A" through "CC," which include the unrebutted commercial affidavits and related documentation establishing Defendants' tacit agreement and the undisputed merit and validity of Plaintiffs' claims.

//

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

1. **Exhibit A: Affidavit: Power of Attorney In Fact'**

2. **Exhibit B: Hold Harmless Agreement**

3. **Exhibit C: Private UCC Contract Trust/UCC1 filing #2024385925-4.**

4. **Exhibit D: Private UCC Contract Trust/UCC3 filing ##2024402990-2 .**

5. **E Exhibit E: Contract Security Agreement #RF775820621US, titled: NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON.**

6. **Exhibit F: Contract Security Agreement #RF775821088US, titled: NOTICE OF DEFAULT, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON**

7. **Exhibit G: Contract Security Agreement #RF775822582US, titled: NOTICE OF DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, KIDNAPPING.**

8. **Exhibit H: Contract Security Agreement #RF775823645US, titled: Affidavit Certificate of Dishonor, Non-response, DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION.**



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

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1 **WORDS DEFINED GLOSSARY OF TERMS:**

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

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

22 2. **Attorney:** Strictly, one who is designated to transact business for another; a  
23 legal agent. — Also termed attorney-in-fact; private attorney. 2. A person who  
24 practices law; **LAWYER**. Also termed (in sense 2) attorney-at-law; public  
25 attorney. A person who is appointed by another and has authority to act on  
26 behalf of another. *See also* POWER OF ATTORNEY. *See*, Black's Law Dictionary  
27 8th Edition, pages 392-393, Oxford Dictionary or Law, 5th Edition, page 38,  
28 American Bar Association's website.

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- 1 3. financial institution: a person, an individual, a private banker, a business engaged  
2 in vehicle sales, including automobile, airplane, and boat sales, persons involved in  
3 real estate closings and settlements, the United States Postal Service, a commercial  
4 bank or trust company, any credit union, an agency of the United States Government  
5 or of a State or local government carrying out a duty or power of a business described  
6 in this paragraph, a broker or dealer in securities or commodities, a currency  
7 exchange, or a business engaged in the exchange of currency, funds, or value that  
8 substitutes for currency or funds, financial agency, a loan or finance company, an  
9 issuer, redeemer, or cashier of travelers' checks, checks, money orders, or similar  
10 instruments, an operator of a credit card system, an insurance company, a licensed  
11 sender of money or any other person who engages as a business in the transmission of  
12 currency, funds, or value that substitutes for currency, including any person who  
13 engages as a business in an informal money transfer system or any network of people  
14 who engage as a business in facilitating the transfer of money domestically or  
15 internationally outside of the conventional financial institutions system. Ref, 31 U.S.  
16 Code § 5312 - Definitions and application.
- 17 4. individual: As a noun, this term denotes a single person as distinguished from a  
18 group or class, and also, very commonly, a private or natural person as distinguished  
19 from a partnership, corporation, or association; but it is said that this restrictive  
20 signification is not necessarily inherent in the word, and that it may, in proper cases,  
21 include artificial persons. As an adjective: Existing as an indivisible entity. Of or  
22 relating to a single person or thing, as opposed to a group.— See Black's Law  
23 Dictionary 4th, 7th, and 8th Edition pages 913, 777, and 2263 respectively.
- 24 5. person: Term may include artificial beings, as corporations. The term means an  
25 individual, corporation, business trust, estate, trust, partnership, limited liability  
26 company, association, joint venture, government, governmental subdivision, agency,  
27 or instrumentality, public corporation, or any other legal or commercial entity. The  
28 term "person" shall be construed to mean and include an individual, a trust, estate,

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1 partnership, association, company or corporation. The term "person" means a  
2 natural person or an organization. -Artificial persons. Such as are created and  
3 devised by law for the purposes of society and government, called "corporations" or  
4 bodies politic." -Natural persons. Such as are formed by nature, as distinguished from  
5 artificial persons, or corporations. -Private person. An individual who is not the  
6 incumbent of an office. Persons are divided by law into natural and artificial. Natural  
7 persons are such as the God of nature formed us; artificial are such as are created and  
8 devised by human laws, for the purposes of society and government, which are called  
9 "corporations" or "bodies politic." — See Uniform Commercial Code (UCC) § 1-201,  
10 Black's Law Dictionary 1st, 2nd, and 4th edition pages 892, 895, and 1299, respectively,  
11 27 Code of Federal Regulations (CFR) § 72.11 - Meaning of terms, and 26 United States  
12 Code (U.S. Code) § 7701 - Definitions.

- 13 6. **bank:** a person engaged in the business of banking and includes a savings  
14 bank, savings and loan association, credit union, and **trust company**. The terms  
15 "banks", "national bank", "national banking association", "member bank",  
16 "board", "district", and "reserve bank" shall have the meanings assigned to  
17 them in section 221 of this title. An institution, of great value in the commercial  
18 world, empowered to receive deposits of money, to make loans. and to issue its  
19 promissory notes, (designed to circulate as money, and commonly called "bank-  
20 notes" or "bank-bills" ) or to perform any one or more of these functions. The  
21 term "bank" is usually restricted in its application to an incorporated body;  
22 while a **private individual** making it his business to conduct banking  
23 operations is denominated a "banker." Banks in a commercial sense are of three  
24 kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation. Strictly speaking,  
25 the term "bank" implies a place for the deposit of money, as that is the most  
26 obvious purpose of such an institution. — See, UCC 1-201, 4-105, 12 U.S. Code §  
27 221a, Black's Law Dictionary 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117,  
28 183-184, 139-140, and 437-439.

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- 1 7. **discharge:** To cancel or unloose the obligation of a contract; to make an agreement or  
2 contract null and inoperative. Its principal species are rescission, release, accord and  
3 satisfaction, performance, judgement, composition, bankruptcy, merger. As applied to  
4 demands claims, right of action, incumbrances, etc., to discharge the debt or claim is to  
5 extinguish it, to annul its obligatory force, to satisfy it. And here also the term is  
6 generic; thus a dent , a mortgage. As a noun, the word means the act or instrument by  
7 which the binding force of a contract is terminated, irrespective of whether the  
8 contract is carried out to the full extent contemplated (in which case the discharge is  
9 the result of performance) or is broken off before complete execution. See, Blacks Law  
10 Dictionary 1st, page.
- 11 8. **pay:** To *discharge* a debt; to deliver to a creditor the value of a debt, either in money or  
12 in goods, for his acceptance. To pay is to deliver to a creditor the value of a debt, either  
13 in money or In goods, for his acceptance, by which the debt is discharged. See Blacks  
14 Law Dictionary 1st, 2nd, and 3rd edition, pages 880, 883, and 1339 respectively.
- 15 9. **payment:** The performance of a duty, promise, or obligation, or discharge of a debt or  
16 liability. by the delivery of money or other value. Also the money or thing so  
17 delivered. Performance of an obligation by the delivery of money or some other  
18 valuable thing accepted in partial or full discharge of the obligation. [Cases: Payment  
19 1. C.J.S. Payment § 2.] 2. The money or other valuable thing so delivered in satisfaction  
20 of an obligation. See Blacks Law Dictionary 1st and 8th edition, pages 880-811 and  
21 3576-3577, respectively.
- 22 10. **may:** An auxiliary verb qualifying the meaning of another verb by expressing ability,  
23 competency, liberty, permission, probability or contingency. — Regardless of the  
24 instrument, however, whether constitution, statute, deed, contract or whatnot, courts  
25 not infrequently construe "may" as "shall" or "must". — See Black's Law Dictionary  
26 4th Edition page 1131.
- 27 11. **extortion:** The term "extortion" means the obtaining of property from another, with  
28 his consent, induced by wrongful use of actual or threatened force, violence, or fear,

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1 or under color of official right.— See 18 U.S. Code § 1951 - Interference with  
2 commerce by threats or violence.

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

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

15 14. **fraud:** deceitful practice or Willful device, resorted to with intent to deprive another of  
16 his right, or in some manner to do him an injury. As distinguished from negligence, it  
17 is always positive, intentional. as applied to contracts is the cause of an error bearing  
18 on material part of the contract, created or continued by artifice, with design to obtain  
19 some unjust advantage to the one party, or to cause an inconvenience or loss to the  
20 other. in the sense of court of equity, properly includes all acts, omissions, and  
21 concealments which involved a breach of legal or equitable duty, trust, or confidence  
22 justly reposed, and are injurious to another, or by which an undue and  
23 unconscientious advantage is taken of another. See Black's Law Dictionary, 1st and  
24 2nd Edition, pages 521-522 and 517 respectively.

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



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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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**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 5TH 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*  
Donnabelle Mortel (WITNESS)

sui juris, By *Special Limited Appearance*,

By:

*Steven MacArthur-Brooks*  
Steven MacArthur-Brooks (WITNESS)

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**PROOF OF SERVICE**

STATE OF CALIFORNIA )  
) ss.  
COUNTY OF RIVERSIDE )

I competent, over the age of eighteen years, and not a party to the within action. My mailing address is the Delfond Group, care of: 30650 Rancho California Road suite 406-251, Temecula, California [92591]. On or before March 5, 2025, I served the within documents:

1. **VERIFIED COMPLAINT FOR FRAUD, BREACH OF CONTRACT, THEFT, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, CONSPIRACY, RACKETEERING, KIDNAPPING, TORTURE, and SUMMARY JUDGEMENT AS A MATTER OF LAW.**

2. **Exhibits A through CC.**

**By United States Mail.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses listed below by placing the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepared. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail in Riverside County, California, and sent via Registered Mail with a form 3811.

Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt,  
Robert Gell  
C/o MENIFEE JUSTICE CENTER  
30755-D Auld Road  
Murrieta, California [92563]  
**Registered Mail #RF775823795US**

Steven-Arthur: Sherman  
C/o STEVEN ARTHUR SHERMAN

Registered Mail #RF775823821US — Dated: March 5, 2025

1 1631 East 18th Street  
2 Santa Ana, California [92705-7101]  
3 **Registered Mail #RF775823804US**

4 Chad: Bianco  
5 C/o RIVERSIDE COUNTY SHERIFF  
6 4095 Lemon Street, 2nd Floor  
7 Riverside, California [92501]  
8 **Registered Mail #RF775823818US**

9 Chad: Bianco  
10 C/o RIVERSIDE COUNTY SHERIFF  
11 4095 Lemon Street, 2nd Floor  
12 Riverside, California [92501]  
13 **Registered Mail #RF775823835US**

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

18 Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt,  
19 Robert Gell  
20 C/o MENIFEE JUSTICE CENTER  
21 30755-D Auld Road  
22 Murrieta, California [92563]  
23 ssherman@law4cops.com

24 Steven-Arthur: Sherman  
25 C/o STEVEN ARTHUR SHERMAN  
26 1631 East 18th Street  
27 Santa Ana, California [92705-7101]  
28 ssherman@law4cops.com

Chad: Bianco  
C/o RIVERSIDE COUNTY SHERIFF  
4095 Lemon Street, 2nd Floor  
Riverside, California [92501]  
ssherman@law4cops.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 5, 2025 in Riverside County,  
California.

/s/Corey Walker/  
Corey Walker

//

//

Registered Mail #RF775823821US — Dated: March 5, 2025

**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.

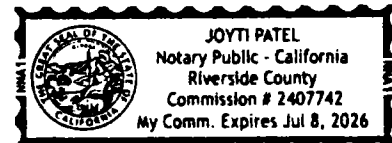
County of Riverside )

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 5th day of March, 2025, before me, Joyti Patel, a Notary Public, personally appeared Kevin Walker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Joyti Patel (Seal)

-Exhibit G-



**From:** Kevin Walker, sui juris

Trustee, Executor, Authorized Representative, Secured Party.

**TMWG EXPRESS TRUST©, TMKEVIN LEWIS WALKER© ESTATE,**

**TMKEVIN WALKER©.**

c/o 41593 Winchester Road Suite 200

Temecula, California

non-domestic *without* the United States

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

**Respondent(s)/Att'n:** Joe Biden, Daniel Werfel, Janet Yellen,

Rob Bonta, Shirley Weber, Gavin Newsom, Merrick Garland,

Sean Duryee, Martin O'Malley, Steven Gordon, David W. Slayton,

Chad Bianco, Agent(s), Fiduciary(ies), Trustee(s), Does 1- ∞ Inclusive.

THE UNITED STATES OF AMERICA, U.S. TREASURY, RIVERSIDE COUNTY

SHERIFF, SOCIAL SECURITY ADMINISTRATION, U.S. DEPARTMENT OF STATE,

UNITED STATES POSTAL SERVICE, SECRETARY OF STATE, THE WHITE HOUSE,

STATE OF CALIFORNIA, INTERNAL REVENUE SERVICE, ATTORNEY GENERAL,

**CALIFORNIA DEPARTMENT OF MOTOR VEHICLES, CALIFORNIA HIGHWAY PATROL,**

U.S. DEPARTMENT OF TRANSPORTATION, ALL SUPERIOR COURTS OF CALIFORNIA,

ALL CORPORATE AGENCIES.

NOTICE SENT TO CA DMV via Registered Mail # **RF661448995**.

**DATE:** December 28, 2023

## AFFIDAVIT

### RIGHT TO TRAVEL

**CANCELLATION, TERMINATION, AND REVOCATION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT and AGREEMENT.**

**LICENSE/BOND # B6735991**

KNOW ALL MEN BY THESE PRESENT, that I, **Kevin: Walker**, in propria persona, proceeding sui juris, 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**, a **living soul**, 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

### VERIFIED

1. I, Kevin Walker, sui juris, **cannot** in good faith apply for and accept a driver's license, as I would be committing PERJURY. I would have to SWEAR under OATH that I am a member of, citizen of, franchisee of, or resident (agent) of [fiduciary, surety for] the corporate "*State of*" **CALIFORNIA**, when the already established facts by affidavit have evidenced that I am NOT a member of, citizen of, franchisee of, or resident (agent) of the corporate "*State of*" **CALIFORNIA** or the federal United States.
2. I have researched extensively the organic laws of the united states of America, including two hundred years of American case law (i.e., Common law), and affirm that I have secured the UNALIENABLE and





FUNDAMENTAL, UNRESTRICTED and UNREGULATED RIGHT TO TRAVEL upon both the public walkways and the highways, and transport my personal and allodial property, duly conveyed, unhindered by ANY private, corporate or statutory law, or Department of Motor Vehicles (DMV) regulation or so-called requirement. This unalienable right to travel is guaranteed by the 9th & 10th Amendments of the organic Constitution for the united states of America and Bill of Rights, and upheld by **many court decisions** in support of the rights to travel.

3. "THE UNITED STATES GOVERNMENT IS A FOREIGN CORPORATION WITH RESPECT TO A STATE." [emphasis added] **Volume 20: Corpus Juris Sec.** §1785: NY re: Merriam 36 N.E. 505 1441 S.Ct.1973, 41 L.Ed.287.
4. [18 U.S. Code § 5 - United States defined](#) stipulates, The term "United States", as used in this title in a territorial sense, includes all places and waters, continental or insular, subject to the jurisdiction of the United States, except the Canal Zone.
5. [28 U.S. Code § 3002\(15\) - Definitions](#) stipulates, (15) "United States" means— (A) a Federal corporation; (B) an agency, department, commission, board, or other entity of the United States; or (C) an instrumentality of the United States.
6. **YOU have** committed fraud, deceit, coercion, willful intent to injure another, malicious acts, and YOU have engaged in RICO activity.
7. I voluntarily choose to comply with the man-made laws which serve to bring harmony to society, but no such laws, nor their enforcers, have any authority over me. I **am not** in any jurisdiction, for I am not of subject status.

### Secured Party / Secured Creditor :

8. I, **Kevin: Walker**, sui juris, state, verify, and affirm for the record that I am the *the only* Agent, Executor, Authorized Representative, Trustee, Attorney In Fact, and the Secured Party and Secured Creditor of ENS LEGIS/ CORPORATE FICTION, KEVIN WALKER, KEVIN LEWIS WALKER, and all derivatives thereof. I am the **holder in due course** for **all** securities, assets: tangible and intangible, and I hold allodial title to all assets, as evidenced by Nevada UCC (private) Contract Trust # **2024385925-4**). See [U.C.C § 9-105](#) and [3-302](#).
9. Janet Yellen and/or the United States Treasury is the registered holder and fiduciary for the **private Two Hundred Billion Dollar (\$200,000,000,000.00 USD) Discharge and Indemnity Bond # RF661448567US**, post deposited to private post registered account # **RF661448023US**. Said **Discharge and Indemnity Bond (# RF661448567US)** expressly stipulates it is "insuring,



underwriting, indemnifying, discharging, paying and satisfying **all** such account holders and accounts dollar for dollar against **any and all pre-existing, current and future** losses, costs, debts, taxes, encumbrances, deficits, deficiencies, liens, judgments, true bills, obligations of contract or performance, defaults, charges, and any and all other obligations **as may exist or come to exist** during the term of this Bond... Each of the said account holders and accounts **shall be severally insured, underwritten and indemnified against any and all future Liabilities as may appear, thereby instantly satisfying all such obligations dollar for dollar without exception** through the above-noted **Private** Offset Accounts up to and including the full face value of this Bond through maturity."

10. I am **NOT** effectively connected with a trade or business in the corporate monopoly of the United States government, whether federal, State, county or Municipal. I am **NOT** a resident "U.S. citizen," but a Citizen of the several States domiciled in the **sovereign state of California republic 1850**, an American state Citizen of the united states of America. I am domiciled in a **foreign jurisdiction** to both the corporate state and federal governments. I have **NOT** knowingly or willingly waived ANY of my UNALIENABLE RIGHTS. American case law has clearly adjudicated that
11. For the record, I, Kevin Lewis Walker **explicitly RESERVE, ASSERT and DEFEND my right to travel. I reserve all rights and waive none.**
12. **This AFFIDAVIT is submitted upon demand of a driver's license, registration, or proof of insurance as part of the official record of ANY ensuing action and must be introduced as evidence in said action.**
13. This AFFIDAVIT also certifies that the I have previously completed and passed a test measuring my competency to safely control a motorized vehicle and motorcycle upon the public highways within the united states of America. I have also met or exceeded all common sense requirements concerning the "rules of the road" and the ability to maneuver a motorized vehicle in a safe and responsible manner.
14. The For Hire" DRIVER'S LICENSE CONTRACT and AGREEMENT BOND # **B6735991 is HEREBY CANCELED, TERMINATED, REVOKED, and LIQUIDATED.** ACCEPTED FOR VALUE AND EXEMPT FROM LEVY, FOR RELEASE, CREDIT, AND DEPOSIT TO **PRIVATE** POST REGISTERED ACCOUNT NUMBER: **RF 661 448 023 US** AND PASS THROUGH ACCOUNT NUMBERS: **568997454 / F06271216.** WITH THE KEVIN LEWIS WALKER ESTATE (EIN # **99-6236908**) RETAINING FULL CONTROL AND ACCESS TO ALL RESPECTIVE CREDITS.
15. Consistent with the **eternal tradition of natural common law, unless I have harmed or violated someone or their property, I have committed no crime;**



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

- 14 16. I reserve my natural common law **right not** to be compelled to perform  
15 under any contract that I did not enter into **knowingly, voluntarily, and**  
16 **intentionally**. And furthermore, I do **not** accept the liability associated with  
17 the compelled and pretended "benefit" of **any hidden or unrevealed contract**  
18 or commercial agreement. As such, the **hidden or unrevealed contracts** that  
19 supposedly create obligations to perform, for persons of subject status, are  
20 inapplicable to me, and are **null and void**. If I have participated in any of the  
21 supposed "benefits" associated with these hidden contracts, I have done so  
22 under duress, for lack of any other practical alternative. I may have received  
23 such "benefits" but I have not accepted them in a manner that binds me to  
24 anything.
- 25 17. **Any** such participation does **not** constitute "acceptance" in **contract law**,  
26 because of the absence of **full disclosure** of **any** valid "offer," and **voluntary**  
27 **consent** without misrepresentation or coercion, under contract law. Without a  
28 valid voluntary offer and acceptance, knowingly entered into by both parties,  
there is no "meeting of the minds," and therefore no valid contract. **Any**  
**supposed "contract" is therefore void, ab initio.**
18. From my age of consent to the date affixed below I have never signed a  
contract knowingly, willingly, intelligently, and voluntarily whereby I have  
waived any of my natural common law rights, and, as such, **Take Notice** that  
I revoke, cancel, and make void ab initio my signature on any and all  
contracts, agreements, forms, or any instrument which may be construed in  
any way to give any agency or department of any federal or state  
government authority, venue, or jurisdiction over me. This position is in  
accordance with the U.S. Supreme Court decision of **Brady v. U.S.**, 379 U.S.  
742 at 748 (1970): "Waivers of Constitutional Rights not only must be  
voluntary, they must be knowingly intelligent acts, done with sufficient  
awareness of the relevant circumstances and consequences."



19. I have never knowingly and willingly signed away my **sovereign** rights or citizenship. See... *Brady v. U.S.*, 397 U.S. 742, 748, (1970) "*Waivers of Constitutional Rights, not only must they be voluntary, they must be knowingly intelligent acts done with sufficient awareness.*"
20. "waivers of **fundamental Rights** must be knowing, intentional, and voluntary acts, done with sufficient awareness of the relevant circumstances and likely consequences. **U.S. v. Brady**, 397 U.S. 742 at 748 (1970); **U.S.v. O'Dell**, 160 F.2d 304 (6<sup>th</sup> Cir. 1947)".
21. The contract is "unconscionable," and One which no sensible man not under delusion, or duress, or in distress would make, and such as no honest and fair man would accept."; *Franklin Fire Ins. Co. v. Noll*, 115 Ind. App. 289, 58 N.E.2d 947, 949, 950.
22. "Party cannot be bound by contract that he has not made or authorized." **Alexander v. Bosworth** (1915), 26 C.A. 589, 599, 147 P.607.
23. The fraudulently "**presumed**" **quasi-contractus** that binds the Declarant with the CITY/STATE agency, is void for fraud ab initio, since the de facto CITY/STATE **cannot produce the material fact** (consideration inducement) or the jurisdictional clause (who is subject to said statute). (SEE: *Master/ Servant [Employee] Relationship -- C.J.S.*) -- "*Personal, Private, Liberty*"
24. Since the "**consideration**" is the "life blood" of any agreement or quasi-agreement, (contractus) "...the absence of such from the record is a major manifestation of want of jurisdiction, since without evidence of consideration there can be no presumption of even a quasi-contractus. Such is the importance of a "consideration." *Reading R.R. Co. v. Johnson*, 7 W & S (Pa.) 317.

**NOT "For Hire" and/or Engaged in "Commerce":**

25. That I, **Kevin Walker**, sui juris, do **NOT** under ANY circumstances utilize the public highways **for commercial purposes**.
26. The **California Motor Vehicle Code, section 260**: Private cars/vans etc. not in commerce / for profit, are immune to registration fees:
- (a) A "**commercial vehicle**" is a vehicle of a type **REQUIRED** to be **REGISTERED** under this code".
  - (b) "Passenger vehicles which are **not used** for the transportation of persons **for hire**, compensation or profit, and housecars, **are not commercial vehicles**".





- 1 27. 18 U.S. Code § 31 - Definition, expressly stipulates, "The term "motor  
2 vehicle" means every description of carriage or other contrivance propelled  
3 or drawn by mechanical power **and** used for **commercial** purposes on the  
4 highways in the transportation of passengers, passengers and property, or  
5 property or cargo".
- 6 28. I am **NOT** a Fourteenth Amendment legal "person" engaged in interstate  
7 **commerce**, nor do I derive income from the travel and transport of goods. I  
8 am **NOT** a "driver," nor am I an "operator" of a "motor vehicle." The driver's  
9 license is for motor vehicles involved in commerce only. My **private**, self-  
10 propelled transport/contrivance/carriage is **NOT** involved in **commerce**,  
11 therefore, it is **NOT** a "motor vehicle."

12 non-citizen **national** / "national of the United States":

- 13 29. The 1st clause of the fourteenth Amendment states: "All persons born or  
14 naturalized in the United States, **and** subject to the jurisdiction thereof, are  
15 citizens of the United States and the state wherein they reside."
- 16 30. The 1st clause of the fourteenth Amendment does **not** say: "All persons born  
17 or naturalized in the United States, **are** subject to the jurisdiction thereof . . . ."
- 18 31. The 1st clause of the fourteenth Amendment contains **two requirements** for  
19 United States citizenship: **(a)** that a person be born or naturalized in the  
20 United States **and** **(b)** that a person be subject to the jurisdiction of the United  
21 States.
- 22 32. The **Department of State** document, "Certificates of Non-Citizen  
23 Nationality," located at <https://travel.state.gov/content/travel/en/legal/travel-legal-considerations/us-citizenship/Certificates-Non-Citizen-Nationality.html> says — in  
24 part — in the 3<sup>rd</sup> paragraph: "Section 101(a)(21) of the INA defines the term  
25 '**national**' as 'a person owing permanent allegiance to a state.' Section 101(a)  
26 (22) of the INA provides that the term '**national** of the United States' includes  
27 all U.S. citizens as well as persons who, though not citizens of the United  
28 States, owe permanent allegiance to the United States (**non-citizen**  
**nationals**)."
- 29 33. Title 8 U.S. Code 1101(a)(22) - Definition, expressly stipulates, " **(22)**The  
30 term "**national** of the United States" means (A) a citizen of the United States,  
31 or (B) a person who, though not a citizen of the United States, owes  
32 permanent allegiance to the United States."
- 33 34. As a **national** I possess a **passport book**/bond # **A39235161** and **passport**  
34 **card**/bond # **C3551007**, both issued after expressly indicating during the  
35 process that I am a "non-citizen **national**."



35. 22 CFR § 51.2 - Passport issued to nationals only, stipulates: (a) A passport may be issued **only** to a U.S. **national**.
36. 22 CFR § 51.3 - Types of passports, stipulates: (a) Regular passport. A regular passport is issued to a **national** of the United States. (e) Passport card. A passport card is issued to a **national** of the United States on the same basis as a regular passport.
37. I, Kevin: Walker, sui juris, hereby, declare, state, verify, and affirm for the record that I am a **national** but **NOT** a "citizen of the United States."
38. Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and internationally protected persons, expressly stipulates that "foreign government", "foreign official", "internationally protected person", "international organization", "**national** of the United States", and "official guest" **have the same meaning**.
39. It is **unequivocally true** that Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and internationally protected persons expressly stipulates that in addition to being a **national**, I am also considered a "foreign government", "foreign official", "internationally protected person", "international organization", "**national** of the United States", and "official guest."
40. I am **also** a natural born State Citizen of California the republic in its **De'jure capacity** as one of the several states of the Union 1789. This incidentally makes me a **national** American Citizen of the **republic** as per the **dejure constitution** for the United States 1777/1789. **For I reject all attempts of expatriation from the republic**. Also see 15 united States statutes at large, July 27<sup>th</sup>, 1868 also known as the expatriation statute. Wherefore I am **not** a fourteenth amendment citizen, **and deny all presumptions** made about me
41. I am **not** and have **never been** a United States® citizen or citizen of any foreign or domestic municipal corporation or anything else not specifically stated. Wherefore there is no United States citizenship to renounce. I was not born nor do I live in, nor am I a "**resident**" of the United States, the District of Colombia or any federal area or territory. See **1940 Buck Act**

## **citizen of the state vs citizen of the United States:**

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





obtaining a citizenship of the United States, except by first becoming a citizen of some state. **This question is now at rest.** The fourteenth amendment defines and declares who shall be citizens of the United States, to wit, “all persons born or naturalized in the United States, and subject to the jurisdiction thereof.” The latter qualification was intended to exclude the children of foreign representatives and the like. With this qualification, every person born in the United States or naturalized is declared to be a citizen of the United States and of the state wherein he resides.” — UNITED STATES V. ANTHONY. [11 Blatchf. 200; 5 Chi. Leg. News. 462, 493; 17 Int. Rev. Rec. 197; 30 Leg. Int. 266; 5 Leg. Op. 63; 20 Pittsb. Leg. J. 199.] Circuit Court, N. D. New York. June 18, 1873.

43. I am “**non resident**” to the “residency” of the fourteenth Amendment and “alien” to the “citizenship” thereof; therefore I, **Kevin: Walker**, *sui juris*, am **not** subject to the jurisdictional statements of the United States Code.
44. I am **not** a “**resident**” of any state under the fourteenth Amendment and **hereby publicly disavow any and all** contracts, forms, agreements, applications, certificates, licenses, permits, or other documents **that I or any other person may have signed expressly or by acquiescence** that would grant me any privileges and thereby ascribe to me rights and duties under a substantive system of law other than the Constitutional Contract of 1787 for the united states of America and of the constitutions for the several states of the Union, exclusive of the fourteenth Amendment.
45. “It is quite clear, then, that there is a citizenship of the United States\*\* and a citizenship of a State, which are distinct from each other and which depend upon different characteristics or circumstances in the individual.” — Slaughter House Cases, 83 U.S. 36 (1872).
46. “**We have in our political system a Government of the United States and a government of each of the several States.** Each one of these governments is distinct from the others, and each has citizens of its own who owe it allegiance, and whose rights, within its jurisdiction, it must protect. **The same person may be at the same time a citizen of the United States and a Citizen of a State**, but his rights of citizenship under one of these governments will be different from those he has under the other.” — Slaughter House Cases **United States vs. Cruikshank**, 92 U.S. 542 (1875).
47. “One may be a citizen of a State and yet not a citizen of the United States.” — Thomasson v. State, 15 Ind. 449; Cory v. Carter, 48 Ind. 327 (17 Am. R. 738); McCarthy v. Froelke, 63 Ind. 507; In Re Wehlitz, 16 Wis. 443. [McDonel v. State, 90 Ind. 320, 323 (1883)] [underlines added].
48. “The first clause of the fourteenth amendment of the federal Constitution made negroes citizens of the United States\*\*, and citizens of the state in which they reside, and thereby created **two classes** of citizens, one of the



United States\*\* and the other of the state." — [4 Dec. Dig. '06, p. 1197, sec. 11] ["Citizens" (1906), emphasis added].

49. "That there is a **citizenship of the United States and a citizenship of a state**, and the privileges and immunities of one are not the same as the other is well established by the decisions of the courts of this country." — [Tashiro v. Jordan, 201 Cal. 236 (1927)].
50. "... both before and after the Fourteenth Amendment to the federal Constitution, it has not been necessary for a person to be a citizen of the United States in order to be a citizen of his state." — [Crosse v. Board of Supervisors of Elections] [221 A.2d 431 (1966)].
51. "The privileges and immunities clause of the Fourteenth Amendment protects very few rights because it neither incorporates any of the Bill of Rights nor protects all rights of individual citizens. See Slaughter-House Cases, 83 U.S. (16 Wall.) 36, 21 L.Ed. 394 (1873). Instead, this provision protects only those rights peculiar to being a citizen of the federal government; it does not protect those rights which relate to state citizenship." — [Jones v. Temmer, 829 F.Supp. 1226 (USDC/DCO 1993)]

## Automobiles **NOT** classified as vehicles but rather **Personal**:

52. "Automobile purchased for the purpose of transporting buyer to and from his place of employment was "consumer goods" as defined in UCC 9-109." Mallicoat v Volunteer Finance & Loan Corp., 3 UCC Rep Serv 1035; 415 S.W.2d 347 (Tenn. App., 1966).
53. "The provisions of UCC 2-316 of the Maryland UCC do not apply to sales of consumer goods (a term which includes automobiles, whether new or used, that are bought primarily for personal, family, or household use)." **Maryland Independent Automobile Dealers Assoc., Inc. v Administrator, Motor Vehicle Admin.**, 25 UCC Rep Serv 699; 394 A.2d 820, 41 Md App 7 (1978).
54. "[T]he expression "personal effects" clearly includes an automobile[.]" In **re Burnside's Will**, 59 N.Y.S.2d 829, 831 (1945). Cites Hillhouse, Arthur, and Mitchell's Will, supra.
55. "[A] yacht and six automobiles were "personal belongings" and "household effects[.]" In **re Bloomingdale's Estate**, 142 N.Y.S.2d 781, 782 (1955).

## Use defines classification:

A **Private/Personal** Automobile is **NOT** required to be registered by Law.



- 1 56. First, it is **well established law** that the **highways** of the state are **public**  
2 **property**, and **their primary and preferred use is for private purposes**, and  
3 that their use for purposes of gain is special and extraordinary which,  
4 generally at least, the legislature may prohibit or condition as it sees fit."  
5 **Stephenson vs. Rinford**, 287 US 251; **Pachard vs Banton**, 264 US 140, and  
6 cases cited; **Frost and F. Trucking Co. vs. Railroad Commission**, 271 US 592;  
7 **Railroad commission vs. Inter-City Forwarding Co.**, 57 SW.2d 290; **Parlett**  
8 **Cooperative vs. Tidewater Lines**, 164 A. 313
- 9 57. The **California Motor Vehicle Code, section 260**: Private cars/vans etc. not  
10 in commerce / for profit, are immune to registration fees:  
11 (a) A "**commercial vehicle**" is a vehicle of a type **REQUIRED** to be  
12 **REGISTERED** under this code".  
13 (b) "Passenger vehicles which are **not used** for the transportation of  
14 persons **for hire**, compensation or profit, and housecars, **are not**  
15 **commercial vehicles**".  
16 (c) "a vanpool vehicle is not a **commercial** vehicle."
- 17 58. **18 U.S. Code § 31 - Definition**, expressly stipulates, "The term "**motor**  
18 **vehicle**" means every description of carriage or other contrivance propelled  
19 or drawn by mechanical power **and used for commercial purposes** on the  
20 highways in the transportation of passengers, passengers and property, or  
21 property or cargo".
- 22 59. A vehicle not used for **commercial** activity is a "consumer goods", ...it is  
23 **NOT** a type of vehicle **required** to be registered and "use tax" paid of which  
24 the tab is evidence of receipt of the tax." Bank of Boston vs Jones, 4 UCC Rep.  
25 Serv. 1021, 236 A2d 484, UCC PP 9-109.14.
- 26 60. " The **privilege** of using the streets and highways by the operation thereon of  
27 motor carriers **for hire** can be acquired only by permission or license from the  
28 state or its political subdivision. " – Black's Law Dictionary, 5th ed, page 830.
61. "It is held that a tax upon common carriers by motor vehicles is based upon a  
reasonable classification, and does not involve any unconstitutional  
discrimination, although **it does not apply to private vehicles**, or those used  
by the owner in his own business, and not for hire." **Desser v. Wichita, (1915)**  
**96 Kan. 820; Iowa Motor Vehicle Asso. v. Railroad Comrs., 75 A.L.R. 22.**
62. "Thus self-driven vehicles are **classified according to the use** to which they  
are put rather than according to the means by which they are propelled." Ex  
Parte Hoffert, 148 NW 20.
63. In view of this rule a statutory provision that the supervising officials "**may**"  
exempt such persons when the transportation is not on a **commercial** basis



- 1 means that they “**must**” exempt them.” *State v. Johnson*, 243 P. 1073; 60  
2 C.J.S. section 94 page 581.
- 3 64. "The use to which an item is put, rather than its physical characteristics,  
4 determine whether it should be classified as “consumer goods” under UCC  
5 9- 109(1) or “equipment” under UCC 9-109(2)." *Grimes v Massey Ferguson,*  
6 *Inc.*, 23 UCC Rep Serv 655; 355 So.2d 338 (Ala., 1978).
- 7 65. "Under UCC 9-109 there is a real distinction between goods purchased for  
8 personal use and those purchased for business use. The two are mutually  
9 exclusive and the **principal use to which the property is put should be**  
10 **considered as determinative.**" *James Talcott, Inc. v Gee*, 5 UCC Rep Serv  
11 1028; 266 Cal.App.2d 384, 72 Cal.Rptr. 168 (1968).
- 12 66. "The **classification of goods in UCC 9-109 are mutually exclusive.**"  
13 *McFadden v Mercantile-Safe Deposit & Trust Co.*, 8 UCC Rep Serv 766; 260  
14 Md 601, 273 A.2d 198 (1971).
- 15 67. "The classification of “goods” under [UCC] 9-109 is a **question of fact.**"  
16 *Morgan County Feeders, Inc. v McCormick*, 18 UCC Rep Serv 2d 632; 836  
17 P.2d 1051 (Colo. App., 1992).
- 18 68. "The definition of “goods” includes an automobile." *Henson v Government*  
19 *Employees Finance & Industrial Loan Corp.*, 15 UCC Rep Serv 1137; 257 Ark  
20 273, 516 S.W.2d 1 (1974).

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

- 21 69. "**No State government entity has the power to allow or deny passage on the**  
22 **highways**, byways, nor waterways... transporting his vehicles and personal  
23 property for either recreation or business, but by being subject only to local  
24 regulation i.e., safety, caution, traffic lights, speed limits, etc. **Travel is not a**  
25 **privilege requiring, licensing, vehicle registration, or forced insurances.**"  
26 *Chicago Coach Co. v. City of Chicago*, 337 Ill. 200, 169 N.E. 22.
- 27 70. The fundamental **Right** to travel is NOT a Privilege, it's a gift granted by  
28 your Creator and restated by our founding fathers as Unalienable and cannot  
be taken by any Man / Government made Law or color of law known as a  
private “Code” (secret) or a “Statute.”
71. "**Traveling** is passing from place to place--act of **performing journey**; and  
**traveler is person who travels.**" *In Re Archy* (1858), 9 C. 47.
72. "**Right** of transit through each state, with every species of property known to  
constitution of United States, and recognized by that paramount law, is  
secured by that instrument to each citizen, and does not depend upon



- 1 uncertain and changeable ground of mere comity." **In Re Archy** (1858), 9 C.  
2 47.
- 3 73. Freedom to **travel** is, indeed, an important aspect of the citizen's "liberty". We  
4 are first concerned with the extent, if any, to which Congress has authorized  
5 its curtailment. (Road) **Kent v. Dulles**, 357 U.S. 116, 127.
- 6 74. The **right** to **travel** is a part of the "liberty" of which the citizen cannot be  
7 deprived without due process of law under the Fifth Amendment. So much is  
8 conceded by the solicitor general. In Anglo Saxon law that right was  
9 emerging at least as early as Magna Carta. **Kent v. Dulles**, 357 U.S. 116, 125.
- 10 75. "Even the legislature **has no power** to deny to a citizen the **right** to travel  
11 upon the highway and transport his property in the ordinary course of his  
12 business or pleasure, though this right may be regulated in accordance with  
13 public interest and convenience. **Chicago Coach Co. v. City of Chicago**, 337  
14 Ill. 200, 169 N.E. 22, 206.
- 15 76. "... It is now universally recognized that the state does possess such power [to  
16 impose such burdens and limitations upon private carriers when using the  
17 public highways for the transaction of their business] with respect to  
18 common carriers using the public highways for the transaction of their  
19 business in the transportation of persons or property for hire. That rule is  
20 stated as follows by the **supreme court of the United States**: 'A citizen may  
21 have, under the fourteenth amendment, the **right** to travel and transport his  
22 property upon them (the public highways) by **auto vehicle**, but **he has no**  
23 **right to make the highways his place of business by using them as a**  
24 **common carrier for hire**. Such use is a privilege which may be granted or  
25 withheld by the state in its discretion, without violating either the due  
26 process clause or the equal protection clause.' (**Buck v. Kuykendall**, 267 U. S.  
27 307 [38 A. L. R. 286, 69 L. Ed. 623, 45 Sup. Ct. Rep. 324].
- 28 77. "The **right** of a citizen to travel upon the highway and transport his property  
thereon in the ordinary course of life and business **differs radically an**  
**obviously from that of one who makes the highway his place of business**  
and uses it for **private** gain, in the running of a stage coach or omnibus. The  
former is the usual and ordinary **right** of a citizen, a **right** common to all;  
while the latter is special, unusual and extraordinary. As to the former, the  
extent of legislative power is that of regulation; but as to the latter its power  
is broader; the right may be wholly denied, or it may be permitted to some  
and denied to others, because of its extraordinary nature. This distinction,  
elementary and fundamental in character, is recognized by all the  
authorities."
78. " Even the legislature has no power to deny to a citizen the **right** to travel  
upon the highway and transport his/her property in the ordinary course of





- his business or pleasure, though this right may be regulated in accordance with the public interest and convenience." ["regulated" means traffic safety enforcement, stop lights, signs etc.] – Chicago Motor Coach v. Chicago, 169 NE 22.
79. "The claim and exercise of a constitutional **right** cannot be converted into a crime." – Miller v. U.S., 230 F 2d 486, 489
80. "Owner has constitutional **right** to use and enjoyment of his property." Simpson v. Los Angeles (1935), 4 C.2d 60, 47 P.2d 474.
81. "There can be no sanction or penalty imposed upon one because of this exercise of constitutional **rights**." – Sherar v. Cullen, 481 F. 945
82. The **right** of the citizen to **travel** upon the highway and to transport his property thereon, in the ordinary course of life and business, differs radically and obviously from that of one who makes the highway his place of business for private gain in the running of a stagecoach or omnibus." – State vs. City of Spokane, 186 P. 864.
83. "The **right** of the citizen to **travel** upon the public highways and to transport his/her property thereon either by carriage or automobile, is **not** a mere **privilege** which a city [or State] may prohibit or permit at will, but a common right which he/she has under the **right** to life, liberty, and the pursuit of happiness." – Thompson v. Smith, 154 SE 579.
84. "The **right** of the Citizen to **travel** upon the public highways and to transport his property thereon, in the ordinary course of life and business, is a common **right** which he has under the **right** to enjoy life and liberty, to acquire and possess property, and to pursue happiness and safety. It includes the right, in so doing, to use the ordinary and usual conveyances of the day, and under the existing modes of **travel**, includes the right to drive a horse drawn carriage or wagon thereon or to operate an automobile thereon, for the usual and ordinary purpose of life and business." – Thompson vs. Smith, supra.; Teche Lines vs. Danforth, Miss., 12 S.2d 784
85. "The use of the highways for the purpose of **travel** and transportation is not a mere **privilege**, but a common and fundamental **Right** of which the public and the individual cannot be rightfully deprived." – Chicago Motor Coach vs. Chicago, 169 NE 22; Ligare vs. Chicago, 28 NE 934; Boon vs. Clark, 214 SSW 607; 25 Am.Jur. (1st) Highways Sect.163.
86. "The **right** to b is part of the Liberty of which a citizen cannot deprived without due process of law under the Fifth Amendment. This Right was emerging as early as the Magna Carta." – Kent vs. Dulles, 357 US 116 (1958)
87. "The state **cannot** diminish **Rights** of the people." – Hurtado vs. California, 110 US 516.





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

### Household goods:

89. "A **carriage** is peculiarly a family or **household** article. It contributes in a large degree to the health, convenience, comfort, and welfare of the householder or of the family." **Arthur v Morgan**, 113 U.S. 495, 500, 5 S.Ct. 241, 243 S.D. NY 1884).
90. "The **Supreme Court**, in **Arthur v. Morgan**, 112 U.S. 495, 5 S.Ct. 241, 28 L.Ed. 825, held that **carriages were properly classified as household effects**, and we see no reason that automobiles should not be similarly disposed of." **Hillhouse v United States**, 152 F. 163, 164 (2nd Cir. 1907).
91. "A soldier's **personal automobile** is part of his ``**household goods**["] **U.S. v Bomar**, C.A.5(Tex.), 8 F.3d 226, 235" 19A Words and Phrases - Permanent Edition (West) pocket part 94.
92. "[I]t is a jury question whether ... an automobile ... is a motor vehicle[.]" **United States v Johnson**, 718 F.2d 1317, 1324 (5th Cir. 1983).
93. "In determining whether or not a motor boat was included in the expression household effects, Matter of Winburn's Will, supra [139 Misc. 5, 247 N.Y.S. 592], stated the test to be ``whether the articles are or are not used in or by the household, or for the benefit or comfort of the family"." **In re Bloomingdale's Estate**, 142 N.Y.S.2d 781, 785 (1955).
94. "**The use to which an item is put, rather than its physical characteristics**, determine whether it should be classified as ``consumer goods" under UCC 9- 109(1) or ``equipment" under UCC 9-109(2)." **Grimes v Massey Ferguson, Inc.**, 23 UCC Rep Serv 655; 355 So.2d 338 (Ala., 1978).
95. "Under UCC 9-109 there is a real distinction between goods purchased for personal use and those purchased for business use. The two are mutually



- exclusive and the **principal use to which the property is put should be considered as determinative.**" **James Talcott, Inc. v Gee**, 5 UCC Rep Serv 1028; 266 Cal.App.2d 384, 72 Cal.Rptr. 168 (1968).
96. "The **classification of goods** in UCC 9-109 are **mutually exclusive.**" **McFadden v Mercantile-Safe Deposit & Trust Co.**, 8 UCC Rep Serv 766; 260 Md 601, 273 A.2d 198 (1971).
97. "The classification of ``goods" under [UCC] 9-109 is a **question of fact.**" **Morgan County Feeders, Inc. v McCormick**, 18 UCC Rep Serv 2d 632; 836 P.2d 1051 (Colo. App., 1992).
98. "In determining whether or not a motor boat was included in the expression household effects, Matter of Winburn's Will, supra [139 Misc. 5, 247 N.Y.S. 592], stated the test to be ``whether the articles are or are not used in or by the household, or for the benefit or comfort of the family"." **In re Bloomingdale's Estate**, 142 N.Y.S.2d 781, 785 (1955).
99. "The term ``**household goods**" ... **includes everything** about the house that is usually held and enjoyed therewith and that tends to the comfort and accommodation of the household. **Lawwill v. Lawwill**, 515 P.2d 900, 903, 21 Ariz.App. 75" 19A Words and Phrases – Permanent Edition (West) pocket part 94. Cites Mitchell's Will below.
100. "Bequest ... of such ``household goods and effects" ... included not only household furniture, but everything else in the house that is usually held and used by the occupants of a house to lead to the comfort and accommodation of the household. State ex rel. **Mueller v Probate Court of Ramsey County**, 32 N.W.2d 863, 867, 226 Minn. 346." 19A Words and Phrases - Permanent Edition (West) 514.
101. "All household goods owned by the user thereof and used solely for noncommercial purposes shall be exempt from taxation, and such person entitled to such exemption shall not be required to take any affirmative action to receive the benefit from such exemption." Ariz. Const. Art. 9, 2.
102. "[H]ousehold goods" ...did not [include] an automobile...used by the testator, who was a practicing physician, in going from his residence to his office and vice versa, and in making visits to his patients." **Mathis v Causey**, et al., 159 S.E. 240 (Ga. 1931).
103. "Debtors could not avoid lien on motor vehicle, as **motor vehicles are not ``household goods**" within the meaning of Bankruptcy Code lien avoidance provision. **In re Martinez, Bkrtcy.N.M.**, 22 B.R. 7, 8." 19A Words and Phrases - Permanent Edition (West) pocket part 94.



104. "The definition of ``goods" includes an automobile." Henson v Government Employees Finance & Industrial Loan Corp., 15 UCC Rep Serv 1137; 257 Ark 273, 516 S.W.2d 1 (1974).
105. "An automobile was part of testatrix' ``household goods" within codicil. **In re Mitchell's Will**, 38 N.Y.S.2d 673, 674, 675 [1942]." 19A Words and Phrases - Permanent Edition (West) 512. Cites Arthur v Morgan, supra.

## *The People are the Sovereign(s)!*

106. Therefore, I have determined and hereby affirm by **AFFIDAVIT** and under oath, by virtue of my declared **sovereign** state Citizenship and American case law, that I am **NOT** required to have government permission to **travel**, **NOT** required to have a driver's license, **NOT** required to have vehicle registration of my personal/private property, nor to surrender the lawful title of my duly conveyed property to the State as security against government indebtedness and the undeclared federal bankruptcy. **ANY administrative rule, regulation or statutory act of ANY State legislature or judicial tribunal to the contrary is unlawful and clearly unconstitutional, thus NULL and VOID.** American case law has clearly adjudicated that.
107. "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).
108. "**the people**, not the States, **are sovereign.**" — Chisholm v. Georgia, 2 Dall. 419, 2 U.S. 419, 1 L.Ed. 440 (1793).
109. It cannot be assumed that the framers of the constitution and the people who adopted it, did not intend that which is the plain import of the language used. When the language of the constitution is positive and free of all ambiguity, all courts are not at liberty, by a resort to the refinements of legal learning, to restrict its obvious meaning to avoid the hardships of particular cases. We must accept the constitution as it reads when its language is



- unambiguous, for it is the mandate of the **sovereign** power. **Cook vs Iverson**, 122, N.M. 251.
110. "Right of protecting property, declared inalienable by constitution, is not mere right to protect it by individual force, but right to protect it by law of land, and force of body politic." **Billings v. Hall** (1857), 7 C. 1.
111. "Constitution of this state declares, **among inalienable rights** of each citizen, that of **acquiring, possessing and protecting property**. This is one of primary objects of government, is guaranteed by constitution, and cannot be impaired by legislation." **Billings v. Hall** (1857), 7 C. 1.
112. "The state constitution is the mandate of a **sovereign** people to its servants and representatives. Not one of them has a right to ignore or disregard these mandates..." **John F. Jelko Co. vs. Emery**, 193 Wisc. 311; 214 N.W. 369, 53 A.L.R., 463; **Lemon vs. Langlin**, 45 Wash. 2d 82, 273 P.2d 464. People are supreme, not the state. **Waring vs. the Mayor of Savannah**, 60 Georgia at 93.
113. The **people of the State do not yield their sovereignty to the agencies which serve them**. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created. (**Added Stats. 1953, c. 1588, p.3270, sec. 1.**)
114. The **people are the recognized source of all authority**, state or municipal, and to this authority it must come at last, whether immediately or by circuitous route. **Barnes v. District of Columbia**, 91 U.S. 540, 545 [23: 440, 441]. p 234.
115. "the government is but an agency to the state," -- the state being the **sovereign** people. **State v. Chase**, 175 Minn, 259, 220 N.W. 951, 953.
116. Sovereignty itself is, of course, not subject to law, for it is the author and source of law; but in our system, while **sovereign** powers are **delegated** to the agencies of government, sovereignty itself remains with the **people**, by **whom** and for whom **all** government exists and acts. And the law is the definition and limitation of power.
117. "...The Congress cannot revoke the **Sovereign** power of the **people** to override their will as thus declared." **Perry v. United States**, 294 U.S. 330, 353 (1935).
118. "The Doctrine of **Sovereign** Immunity is one of the Common-Law immunities and defenses that are available to the Sovereign..." **Citizen of Minnesota. Will v. Michigan Dept. of State Police**, (1988) 491 U.S. 58, 105 L.Ed. 2d. 45, 109 S.Ct. 2304.



- 1 119. "The people of the state, as the successors of its former **sovereign**, are entitled  
2 to all the rights which formerly belonged to the king by his own prerogative."  
3 **Lansing v. Smith**, (1829) 4 Wendell 9, (NY).
- 4 120. History is clear that the first ten amendments to the Constitution were  
5 adopted to secure certain common law rights of the **people**, against invasion  
6 by the Federal Government." **Bell v. Hood**, 71 F.Supp., 813, 816 (1947)  
7 U.S.D.C. -- So. Dist. CA.
- 8 121. When any court violates the clean and unambiguous language of the  
9 Constitution, a fraud is perpetrated and no one is bound to obey it. (See 16  
10 Ma. Jur. 2d 177, 178) **State v. Sutton**, 63 Minn. 147, 65 NW 262, 30 L.R.A. 630  
11 Am. 459.
- 12 122. "The 'liberty' guaranteed by the constitution must be interpreted in the light  
13 of the common law, the principles and history of which were familiar and  
14 known to the framers of the constitution. This liberty denotes the right of the  
15 individual to engage in any of the common occupations of life, to locomote,  
16 and generally enjoy those rights long recognized at common law as essential  
17 to the orderly pursuit of happiness by free men." **Myer v. Nebraska**, 262 U.S.  
18 390, 399; **United States v. Kim Ark**, 169 U.S. 649, 654.
- 19 123. "An unconstitutional act is not law; it confers no rights; it imposes no duties;  
20 affords no protection; it creates no office; it is in legal contemplation, as  
21 inoperative as though it had never been passed." **Norton vs. Shelby County**,  
22 118 US 425 p. 442.
- 23 124. "No one is bound to obey an unconstitutional law and no courts are bound to  
24 enforce it." **16 Am Jur 2nd**, Sec 177 late 2d, Sec 256.
- 25 125. All laws which are repugnant to the Constitution are null and void. Chief  
26 Justice Marshall, **Marbury vs Madison**, 5, U.S. (Cranch) 137, 174, 176 (1803).
- 27 126. **Any violation of my Rights, Freedom, or Property** by the U.S. federal  
28 **government, or any agent thereof, would be an illegal and unlawful excess,**  
**clearly outside the limited boundaries of federal jurisdiction. My**  
**understanding is that the jurisdiction of the U.S. federal government is**  
**defined by Article I, Section 8, Clause 17 of the U.S. Constitution, quoted as**  
**follows: "The Congress shall have the power . . . To exercise exclusive**  
**legislation in all cases whatsoever, over such district (NOT EXCEEDING**  
**TEN MILES SQUARE)** as may, by cession of particular states and the  
acceptance of Congress, become the seat of the Government of the United  
States, [District of Columbia] and to exercise like authority over all places  
purchased by the consent of the legislature of the state in which the same  
shall be, for the Erection of Forts, Magazines, Arsenals, dock yards and other  
needful Buildings; And - To make all laws which shall be necessary and  
proper for carrying into Execution the foregoing Powers..." [emphasis added]





and Article IV, Section 3, Clause 2: "The Congress shall have the Power to dispose of and make all needful Rules and Regulations respecting the Territory or other Property belonging to the United States; and nothing in this Constitution shall be so construed as to Prejudice any Claims of the United States, or of any particular State." -- The definition of the "United States" being used here, then, is limited to its **territories**: (1) The District of Columbia (2) Commonwealth of Puerto Rico (3) U.S. Virgin Islands (4) Guam (5) American Samoa (6) Northern Mariana Islands (7) Trust Territory of the Pacific Islands (8) Military bases within the several states (9) Federal agencies within the several states.

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

128. **ANY action involving a citation or ticket issued, confiscation, impoundment or search and seizure of my private property by a police officer or ANY other public servant or employee that carries a fine or jail time is a penalty or sanction, thus converting a right into a crime. ANY citation or ticket is thus NULL and VOID.** Under every circumstance without exception, government officials must hold the Constitution for the united states of America (1791) supreme over ANY other laws, regulations or orders. Every police (executive) officer or judicial officer has sworn an oath to protect the lives, property and rights of the citizens of the united states of America under the supreme law of the land. **ANY act to deprive state Citizens of their constitutionally protected rights is a direct violation of their oath of office, a felony and a federal crime.**

**Government, Public Servants, Officers, Judges are NOT Immune from suit!**





129. "Public officials are **not** immune from suit when they transcend their lawful authority by invading constitutional rights." — AFLCIO v. Woodward, 406 F2d 137 t.
130. "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.
131. Government Immunity - "In Land v. Dollar, 338 US 731 (1947), the court noted, "that when the government entered into a **commercial** field of activity, it left immunity behind." Brady v. Roosevelt, 317 US 575 (1943); FHA v. Burr, 309 US 242 (1940); Kiefer v. RFC, 306 US 381 (1939).
132. The high Courts, through their citations of authority, have frequently declared, that "...where any state proceeds against a private individual in a judicial forum it is well settled that the state, county, municipality, etc. waives any immunity to counters, cross claims and complaints, by direct or collateral means regarding the matters involved." Luckenback v. The Thekla, 295 F 1020, 226 Us 328; Lyders v. Lund, 32 F2d 308;
133. "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.
134. **Immunity for judges does not extend to acts which are clearly outside of their jurisdiction. Bauers v. Heisel**, C.A. N.J. 1966, 361 F.2d 581, Cert. Den. 87 S.Ct. 1367, 386 U.S. 1021, 18 L.Ed. 2d 457 (see also **Muller v. Wachtel**, D.C.N.Y. 1972, 345 F.Supp. 160; **Rhodes v. Houston**, D.C. Nebr. 1962, 202 F.Supp. 624 affirmed 309 F.2d 959, Cert. den 83 St. 724, 372 U.S. 909, 9 L.Ed. 719, Cert. Den 83 S.Ct. 1282, 383 U.S. 971, 16 L.Ed. 2nd 311, Motion denied 285 F.Supp. 546).
135. "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.
136. "The immunity of judges for acts within their judicial role is beyond cavil." **Pierson v. Ray**, 386 U.S. 547 (1957).
137. "There is no common law judicial immunity." **Pulliam v. Allen**, 104S.Ct. 1970; cited in Lezama v. Justice Court, A025829. "Judges, members of city council, and police officers as well as other public officials, may utilize good faith defense of action for damages under 42-1983, but **no public official has absolute immunity from suit** under the 1871 civil rights statute." (**Samuel vs**



- 1        **University of Pittsburg**, 375 F.Supp. 1119, 'see also, **White vs Fleming** 374  
2        Supp. 267.
- 3        138. "Ignorance of the law does not excuse misconduct in anyone, least of all in a  
4        sworn officer of the law." **In re McCowan** (1917), 177 C. 93, 170 P. 1100.
- 5        139. "All are presumed to know the law." **San Francisco Gas Co. v. Brickwedel**  
6        (1882), 62 C. 641; **Dore v. Southern Pacific Co.** (1912), 163 C. 182, 124 P. 817;  
7        **People v. Flanagan** (1924), 65 C.A. 268, 223 P. 1014; **Lincoln v. Superior**  
8        **Court** (1928), 95 C.A. 35, 271 P. 1107; **San Francisco Realty Co. v. Linnard**  
9        (1929), 98 C.A. 33, 276 P. 368.
- 10       140. "It is one of the fundamental maxims of the common law that ignorance of  
11       the law excuses no one." **Daniels v. Dean** (1905), 2 C.A. 421, 84 P. 332.
- 12       141. "Where rights secured by the Constitution are involved, there can be no rule  
13       making or legislation which would abrogate them." — **Miranda vs. Arizona**,  
14       384 US 436, 491
- 15       142. "Judge acted in the face of clearly valid statutes or case law expressly  
16       depriving him of (personal) jurisdiction would be liable." **Dykes v.**  
17       **Hosemann**, 743 F.2d 1488 (1984).
- 18       143. "In such case the judge has lost his judicial function, has become a mere  
19       **private** person, and is liable as a trespasser for damages resulting from his  
20       unauthorized acts."
- 21       144. "Where there is no jurisdiction there is no judge; the proceeding is as nothing.  
22       Such has been the law from the days of the Marshalsea, 10 Coke 68; also  
23       **Bradley v. Fisher**, 13 Wall 335,351." **Manning v. Ketcham**, 58 F.2d 948.
- 24       145. "A distinction must be here observed between excess of jurisdiction and the  
25       clear absence of all jurisdiction over the subject-matter any authority  
26       exercised is a usurped authority and for the exercise of
- 27       146. "Personal liberty -- consists of the power of locomotion, of changing  
28       situations, of removing one's person to whatever place one's inclination may  
     direct, without imprisonment or restraint unless by due process of law." —  
     Bovier's Law Dictionary, 1914 ed., Black's Law Dictionary, 5th  
     ed.; Blackstone's Commentary 134; Hare, Constitution\_\_Pg. 777.
147. "The Senators and Representatives before mentioned, and the Members of  
     the several state Legislatures, and all executive and judicial officers, both of  
     the United States and of the several states, shall be bound by Oath or  
     Affirmation, to support this Constitution;" — Constitution
148. **ANY** action by a police (i.e., executive) officer, officer of the court, public  
     servant or government official to assert unlawful authority under the "*color*  
     of law" will be construed as a **direct and willful violation of my**



1 constitutionally protected rights, and will be prosecuted to the full extent of  
2 American law.

3 149. "Whoever under the color of any law, statute, ordinance, regulation, or  
4 custom, willfully subjects any inhabitant of any state, Territory, or District to  
5 the deprivation of ANY rights, privileges or immunities secured or protected  
6 by the Constitution of laws of the United States...shall be fined not more than  
7 \$1,000 or imprisoned not more than one year, or both..." — 18 USC 242.

8 150. Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and  
9 internationally protected persons, stipulates: **Whoever** assaults, strikes,  
10 wounds, imprisons, or offers violence to a foreign official, official  
11 guest, or internationally protected person or makes any other violent attack  
12 upon the person or liberty of such person, or, if likely to endanger his person  
13 or liberty, makes a violent attack upon his **official premises, private**  
14 **accommodation, or means of transport or attempts** to commit any of the  
15 foregoing **shall be** fined under this title or imprisoned not more than three  
16 years, or both. **Whoever** in the commission of any such act uses a deadly or  
17 dangerous weapon, or inflicts bodily injury, shall be fined under this title or  
18 imprisoned not more than ten years, or both. (b) **Whoever willfully — (1)**  
19 **intimidates, coerces, threatens, or harasses** a foreign official or an official  
20 guest or obstructs a foreign official in the performance of his duties; (2)  
21 **attempts to** intimidate, coerce, threaten, or harass a foreign official or an  
22 official guest or obstruct a foreign official in the performance of his duties; or  
23 (3) within the United States and within one hundred feet of any building or  
24 premises in whole or in part owned, used, or occupied for official business or  
25 for diplomatic, consular, or residential purposes by — (A) a foreign  
26 government, including such use as a mission to an international organization;  
27 (B) an international organization; (C) a foreign official; or (D) an official  
28 guest; congregates with two or more other persons with intent to violate any  
other provision of this section; **shall be** fined under this title or imprisoned  
not more than six months, or both.

151. 15 U.S. Code § 2 - Monopolizing trade a felony; penalty, stipulates:  
Every person who shall monopolize, or attempt to monopolize, or combine  
or conspire with any other person or persons, to monopolize any part of the  
trade or commerce among the several States, or with foreign nations, **shall be**  
deemed guilty of a felony, and, on conviction thereof, **shall be** punished by  
fine not exceeding \$100,000,000 if a corporation, or, if any  
other person, \$1,000,000, or by imprisonment not exceeding 10 years, or by  
both said punishments, in the discretion of the court

152. 18 U.S. Code § 1025 - False pretenses on high seas and other waters,  
expressly stipulates: **Whoever**, upon any waters or vessel within the special  
maritime and territorial jurisdiction of the United States, by any fraud, or



false pretense, obtains from **any person anything of value**, or procures the execution and delivery of **any instrument of writing or conveyance of real or personal property**, or the **signature of any person, as maker, endorser, or guarantor**, to or upon **any bond, bill, receipt, promissory note, draft, or check, or any other evidence of indebtedness**, or fraudulently sells, barters, or disposes of **any bond, bill, receipt, promissory note, draft, or check, or other evidence of indebtedness**, for value, knowing the same to be worthless, or knowing the **signature** of the maker, endorser, or guarantor thereof to have been obtained by any false pretenses, **shall be** fined under this title or imprisoned not more than **five years, or both**.

153. **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".

154. **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." Oriental proverb: "Of all that is good, sublimity is supreme."

155. **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.

156. **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)

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

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

159. **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."

160. **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.")

161. " **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).

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

**FURTHER THIS AFFIANT SAITH NOT.**





### 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 6<sup>th</sup> 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),

### 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-28th day of DECEMBER in the year two thousand twenty three:


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

By:   
**Kevin Walker**, *Authorized Representative, Attorney In Fact*  
*Secured Party, Executor, national,*  
*private bank(er) EIN # 9x-xxxxxx07*

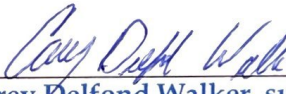


Let this document stand as truth before the Almighty Supreme Creator and let it be established before men according as the scriptures saith: "But if they will not listen, take one or two others along, so that every matter may be established by the testimony of two or three witnesses." Matthew 18:16.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

By Special Limited Appearance,  
All rights reserved without prejudice or recourse, U.C.C §1-308,  
3-402.

By:   
**Donnabelle Escarez Mortel, sui juris, Attorney In Fact, national,**  
**Authorized Representative, Executor, Secured Party. (WITNESS)**  
**private bank(er) ID # 9x-xxxxxx6**

By Special Limited Appearance,  
All rights reserved without prejudice or recourse, U.C.C §1-308,  
3-402.

By:   
**Corey Delfond Walker, sui juris, national,**  
**Authorized Representative, Executor, Secured Party. (WITNESS)**  
**private bank(er) ID # 9x-xxxxxx7**

### NOTICE:

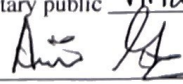
Using a notary on this document does **not** constitute any adhesion, **nor does it alter my status in any manner.** The purpose for notary is verification and identification **only** and **not** for entrance into **any** foreign jurisdiction.

### JURAT

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 (of affirmed) before me on this 29 day of December, 20 23,  
by Kevin Lewis Walker, proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.

Notary public Ariana Maria Georges (Notary Public)  
  
Print name





-Exhibit H-

## HOLD HARMLESS AND INDEMNITY AGREEMENT

No. KLV0001HHIA

Non-Negotiable between the Parties

### PARTIES

**Bailor:** KEVIN LEWIS WALKER  
11400 W OLYMPIC BLVD SUITE 200  
LOS ANGELES, CA [90064]

**Bailee:** Kevin Lewis Walker  
c/o 41593 Winchester Road Suite 200  
Temecula, California [92591]  
Non-domestic without the US

### AGREEMENT

- I. On this 12th day of February, in year of our Lord Two Thousand Twenty-Four, this **Hold Harmless and Indemnity Agreement** is mutually agreed upon and permanently entered between the juristic person KEVIN LEWIS WALKER, KEVIN L. WALKER, WALKER KEVIN LEWIS, KLV Etc., a debtor, herein the Bailor, including, but not limited to, any and all variations and derivatives in spelling of said name except Kevin Lewis Walker, or any and all variations of said name, and the living, breathing, flesh-and-blood man, known by the distinctive appellation Kevin Lewis Walker, and including, but not limited to Kevin Lewis Walker, Walker Kevin Lewis, KL Walker, KLV, Kevin L Walker, and any and all variations and derivatives in spelling of said name, a creditor, herein the Bailee.
- II. For valuable consideration, Bailor, without benefit of discussion, and without division, does hereby expressly agree, covenant, and undertake the indemnification of, and does hold harmless Bailee from and against, but not limited to any and all: claims or legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summons[s], lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due or may hereafter arise, to include any such claims and the like that may hereafter arise with regard to any and all Collateral of Bailor, including, but not limited to all Collateral described on Bailor's List of Collateral, by separate document, presented herewith. Bailor does hereby expressly covenant and agree that Bailee shall not under any circumstances be considered an accommodating party nor a surety for Bailor.

### WORDS DEFINED GLOSSARY OF TERMS

As used in this Hold Harmless and Indemnity Agreement, the following words and terms are as defined in this section, non-obstante:

1. Appellation: "A general term introduces and specifies a particular term used in addressing, greeting, calling out for, and making appeals of a particular living breathing flesh and blood man."
2. Bailee: Kevin Lewis Walker "In the law of contracts. One to whom goods are bailed; the party to whom personal property is delivered under a contract of bailment." See *Black's Law Dictionary, 1st ed.*
3. Bailment: "BAILMENT. A delivery of goods or personal property, by one person to another, in trust for the execution of a special object upon or in relation to such goods, beneficial either to the bailor or bailee or both, and upon a contract, express or implied, to perform the trust and carry out such object, and thereupon either to redeliver the goods to the bailor or otherwise dispose of the same in conformity with the purpose of the trust. See Code Ga. 1882, § 2058. See *Black's Law Dictionary, 1st ed.*
4. Bailor: KEVIN LEWIS WALKER "The party who bails or delivers goods to another, in the contract of

INITIALS: KLV

Initials: KLV



bailment. See *Black's Law Dictionary*, 1<sup>st</sup> ed.

5. Collateral: In this Security Agreement the term "Collateral" means any property and property rights of Debtor, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, with ownership either in the name of Debtor or in the name of another in which the Debtor holds a beneficial interest and secures the entire obligation or amount of indebtedness. "Collateral" includes but is not limited by any of the following: (a) Any accessions, increases, and additions, replacements of, or substitutions for, any property described in Bailor's List of Collateral presented by separate document; (b) Any products, produce, or proceeds of any of the property described in Bailor's List of Collateral presented by separate document; (c) Any accounts, general intangibles, instruments, monies, payments, or contract rights, or any other rights, arising out of sale, lease, or other disposition of any of the property described in Bailor's List of Collateral presented by separate document; (d) Any proceeds, including insurance, bond, general intangibles, or account(s) proceeds, from the sale, destruction, loss, or other disposition of any of the property described in Bailor's List of Collateral presented by separate document; (e) Any records or data involving any property described in Bailor's List of Collateral presented by separate document, not limited by any writing, photograph, microfilm, microfiche, tape, electronic media, or the like, together with any of Debtor's right, title, or interest in any computer software or hardware required for utilizing, creating, maintaining, and processing any such records or data in any electronic media.

6. Conduit: "Conduit signifies means of transmitting and distributing energy and affects the production of labor such as goods or services by way of KEVIN LEWIS WALKER, KEVIN L. WALKER, WALKER KEVIN LEWIS, KLV including, but not limited to, any and all variations and derivatives of Bailee except Kevin Lewis Walker any variations and derivatives thereof."

7. Creditor: "Means Kevin Lewis Walker as creditor and Bailee. means a person to whom a debt is owing by another person who is the "debtor." One who has a right to require the fulfillment of an obligation or contract. One to whom money is due, and, in ordinary acceptation, has reference to financial or business transactions. The antonym of "debtor." See also *Black's Law Dictionary*, 6<sup>th</sup> ed. And UCC § 1-201 (12) (*Secured Party*).

8. Debtor: THE ORGANIZATION "KEVIN LEWIS WALKER, KEVIN L. WALKER, WALKER KEVIN LEWIS, KLV" means including, but not limited to, any and all variations and derivatives in spelling of said name except Kevin Lewis Walker." One who owes a debt; he who may be compelled to pay a claim or demand and UCC § 9-105 (1) (d). See also *Black's Law Dictionary*, 3<sup>rd</sup> ed.

9. Derivative: "Coming from another; taken from something preceding, secondary; that which has not the origin in itself but obtains existence from something foregoing and a fundamental nature; anything derived from another." See *Black's Law Dictionary*, 3<sup>rd</sup> ed.

10. Ens legis: "A creature of the law; an artificial being, as contrasted with a natural person, applied to corporation, considered as deriving its existence entirely from the law." See *Black's Law Dictionary*, 3<sup>rd</sup> ed.

11. Juristic person: "An abstract legal entity ens legis such as a corporation created by construct of law considered possessing certain legal rights/duties of a human being; an imaginary entity, such as Debtor, i.e. KEVIN LEWIS WALKER upon basis of legal reasoning, is legally treated as a human being for purpose of conducting commercial activity for benefit of a biological living being such as Creditor." See also *Black's Law Dictionary*, 7<sup>th</sup> ed

12. KEVIN LEWIS WALKER: "The Debtor KEVIN LEWIS WALKER means KEVIN LEWIS WALKER including, but not limited to, any and all variations and derivatives in the spelling of said name except Kevin Lewis Walker."

13. Living breathing flesh and blood man: "The Creditor Kevin Lewis Walker Bailee a sentient living being, as distinguished from an artificial legal construct, ens legis, i.e. a juristic person, created by contract of law."

INITIALS: KLV

Initials: KLV



14. Non obstanate: "Notwithstanding words anciently used in public and private instruments with intent of precluding in advance 'any interpretation' other than certain declared objects, purposes." *See also Black's Law Dictionary, 3rd ed*

15. Sentient living being: "The Creditor, i.e. Kevin Lewis Walker Bailee a living breathing flesh and blood man, as distinguished from an abstract legal construct such as an artificial entity, juristic person, corporation, partnership, association."

16. Transmitting Utility: "The term transmitting utility means a conduit, e.g., the Debtor, i.e. KEVIN LEWIS WALKER, KEVIN WALKER, KEVIN L. WALKER, WALKER KEVIN LEWIS, KLV," including, but not limited to, any and all variations and derivatives in the spelling of said name except Kevin Lewis Walker.

17. U.C.C.: "U.C.C. Means Uniform Commercial Code."

## SIGNATURES

Bailee accepts all signatures in accordance with the Uniform Commercial Code and acknowledges Bailor's signature as representative of all derivations thereof.

This Hold – Harmless and Indemnity Agreement No. KLV0001HHIA is dated: the 12th day of February in the year of A.D. 2024.

**Bailor: KEVIN LEWIS WALKER**

/s/ KEVIN LEWIS WALKER

Bailor's Signature

*Entitlement Holder or Bailee accepts Bailor's signature in accord with UCC §§ 1-201(39), 3-401 and accepts for value this Hold – Harmless and Indemnity Agreement and any of Bailor's Collateral described herein and on Attachment 'A'.*

State of California. )  
 ) ss.  
County of Riverside. )

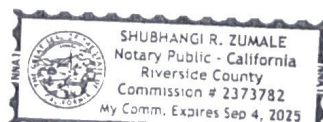
On this 12TH day of FEBRUARY, 2024, before me, Shubhangi R. Zumale, a Notary Public, personally appeared KEVIN LEWIS WALKER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is) are subscribed to the within instrument and acknowledged to me that he/she/they executed 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.

Sumale (Seal):

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.



INITIALS: KLV

**Bailee: Kevin Lewis Walker**

By: [Signature]  
Bailee's Signature

*Autograph Common Law Trade-name 2024 by Kevin Lewis Walker. All Rights Reserved.*

State of California. )  
 ) ss.  
County of Riverside. )

On this 12th day of February, 2024, before me, Shubhangi R. Zumale, a 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.

Sumale (Seal):

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.



Initials: KLV

**-Exhibit I-**

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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

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

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

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			
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)

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

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 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/Licensor

8. OPTIONAL FILER REFERENCE DATA:



**-Exhibit J-**

**TRUTH AFFIDAVIT IN THE NATURE OF SUPPLEMENTAL RULES FOR  
ADMINISTRATIVE AND MARITIME CLAIMS RULES C(6)**

**TRADEMARK/COPYRIGHT**

Verified Declaration in the Nature by an Affidavit for Truth in Commerce and Contract by Waiver for Tort Presented by Me, addressee, Kevin Lewis Walker, Agent and living soul, one for We the People under Original Common Law Jurisdiction by the California and united states of America Contracts, the Constitutions.

**Republic and one by the several  
united states**  
ss: **California in America**

For: Whom it may concern: In the Matter for the fiction/DEBTOR known as: **KEVIN L WALKER, KEVIN LEWIS WALKER, K L WALKER, K LEWIS WALKER, WALKER, KEVIN L**; and all derivatives thereof. DEBTOR is hereafter known as **KEVIN L WALKER**. 11400 WEST OLYMPIC BLVD. SUITE 200, LOS ANGELES, CA 90064.

**I, Me, My, Myself**, addressee, **Kevin Lewis Walker**, (herein after Agent with Power of Attorney to represent the DEBTOR) the undersigned for one We the People, Sovereign, natural born living souls, the Posterity, born upon the land in the one for several counties within the one for the several states united for America, the undersigned Posterity, Creditors, and Claimants, herein after “**I, Me, My, Myself, Agent**” do hereby solemnly declare, say and state:

1. **I, Me, My, Myself, Agent** am competent for stating the matters set forth herewith.
2. **I, Me, My, Myself, Agent** have personal knowledge concerning the facts stated herein.
3. All the facts stated herein are true, correct, complete, and certain, not misleading, admissible as evidence, and if stating **I, Me, My, Myself, Agent** shall so state.

**Plain Statement of Facts**

**A matter must be expressed for being resolved. In commerce, truth is sovereign. Truth is expressed in the form for an Affidavit.**

**An Affidavit not rebutted stands as Truth in commerce.**

**An Affidavit not rebutted, after thirty (30) days, becomes the judgment in commerce.**

**A Truth Affidavit, under commercial law, can only be satisfied: by Truth Affidavit rebuttal, by payment, by agreement, by resolution, or by Common Law Rules, by a jury.**

**I, Me, My, Myself, Agent** am expressing truth by this Verified Declaration in the Nature for an Affidavit of Truth in Commerce and Contract by Waiver for Tort Presented by me, addressee, Kevin Lewis Walker, living soul, Agent, one for We the People under Original Common Law Jurisdiction for the California and united states of America Contracts, the Constitutions.

**WHEREAS**, the public record is the highest evidence form, **I, Me, My, Myself, Agent** am hereby timely creating public record by Declaration with this Verified Declaration in the Nature for a Truth Affidavit in Commerce and Contract for a Tort Waiver Presented by Me, addressee, Kevin Lewis

Walker, living soul, Agent, one for/under We the People under Original Common Law Jurisdiction for the California and united states of America Contracts, the Constitutions.

1. **Fact:** The person/DEBTOR known as **KEVIN L WALKER**, (and all derivatives thereof) **is fiction without form or substance**, and any resemblance for any natural born body living or dead is entirely intentional in commercial fraud by Genocide acts for We the People for California by the alleged Government officials and agents for the Commercial Corporation and Commercial Courts for the disfranchising purpose, We the People for California from our Life, Liberty, Property, and Pursuit of Happiness, among other Rights, for their self enrichment.
2. **Fact:** I have placed a **copyright** on the Fiction/DEBTOR known as **KEVIN L WALKER**, and all derivatives thereof, (**trademark/fiction**), **DEBTOR** is now My private property and cannot be used without My prior written consent, and then only under the terms set out in this contract.
3. **Fact:** The Fiction is My perfected security and registered by contract with me and is My recorded copyright Fiction by this declaration under original common law jurisdiction for **one-hundred (100) years** and is My private property, the Agent, for My Estate protection, My Life, and My Liberty.
4. **Fact:** Using My Fiction on any document associated in any manner with My Estate or Me, the holder in due course, Agent, Exempt from Levy, without My written prior consent is strictly forbidden and chargeable against each user and issuer in the amount, the sum certain for **twenty thousand (20,000.00) dollars**, gold or silver specie, in lawful coinage for the united states of America per user and per issuer per Fiction.
5. **Fact:** Using My Fiction for the intended gains for themselves (the issuers or users) or for others for any of My Rights, My private property or any part about My Estate without full disclosure and My written prior consent is strictly forbidden and chargeable per each user and issuer, in the amount of the sum certain for **one million (1,000,000.00) dollars** gold or silver specie in lawful coinage for the united states of America as defined under Article I, Section 10 of We the People's Contract/Constitution for the united states of America per using Fiction including any past, present, or future use.
6. **Fact:** Using My Fiction on any document associated in any manner with My Estate or Me, the holder in due course, Agent, and Exempt from Levy, without My written prior consent is all the evidence required for enforcing this agreement/contract and evidence that any and all users and issuers are in full agreement and have accepted this agreement/contract under the condition and terms so stated and set forth herein and is due and payable under the terms and conditions set forth herein by this agreement/contract.

**I, Me, My, Myself, Agent** know right from wrong. If there is any human being that is being unjustly damaged by any statements herein, if he/she will inform Me by facts, I will sincerely make every effort and amend My ways.

I hereby and herein reserve the right for amending and make amendment for this document as necessary in order that the truth may be ascertained and proceeding justly determined.

**If any living soul has information that will controvert and overcome this Declaration, since this is a commercial matter, please advise Me IN WRITING by DECLARATION/ AFFIDAVIT FORM within ten (10) days from recording hereof, providing Me with your counter Declaration/Affidavit, proving with particularity by stating all requisite actual evidentiary fact and all requisite actual law, and not merely the ultimate facts and law conclusions, that this affidavit by Declaration is substantially and materially false sufficiently for changing materially My or the Fiction's status and factual declaration.**

Your silence stands as consent, and tacit approval, for the factual declarations here being established as fact as a law matter and this affidavit by Declaration will stand as final judgment in this matter; and for the sum certain herein stated and will be in full force and effect against all parties, due and payable and enforceable by law.

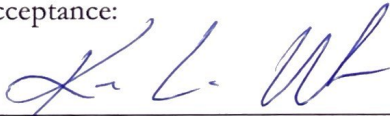
**The criminal penalties for commercial fraud are determined by jury, by law,** the monetary value is set by Me for violation against My rights, for breaching the law, the contract, the Constitutions in the sum certain amount as stated herein for dollars specie gold and/or silver coin lawful money for the united states of America as defined by Article I, Section 10 under the Constitution, by We the People for the united states of America and will be due and payable on the eleventh day or any day thereafter as use occurs after filing by Me, in the public records for the county of Riverside, state of California, under this declaration.

The Undersigned, **I, Me, My, Myself, the Agent** holder in due course for original, do herewith declare, state and say that I, Agent, issue this with sincere intent in truth, that I, Me, the undersigned Agent, am competent by stating the matters set forth herein, that the contents are true, correct, complete, and certain, admissible as evidence, reasonable, not misleading, and by My best knowledge, by Me undersigned addressee.

Notice for the agent is notice for the principal and notice for the principal is notice for the agent.  
Notice for the county clerk for the county of Riverside, state of California, and record court for original jurisdiction, is notice for all.

**This instrument was prepared by Kevin Lewis Walker.**

Acceptance:



KEVIN L WALKER, GRANTOR  
DEBTOR SIGNATURE

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 to the best of my ability and belief.

All rights reserved without prejudice or recourse. UCC1-308

DATE: 01/02/2024



Kevin Lewis Walker,  
Agent and Attorney In Fact, With the Autograph  
Non Domestic, DMM 122.32  
c/o 41593 Winchester Road Suite 200  
Temecula, California

**Witnesses**



**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.

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.

**JURAT**

State of California )

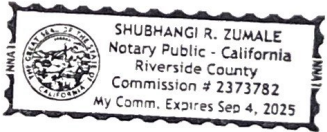
)  
)  
) ss.  
)  
)

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 (of affirmed) before me on this 2<sup>nd</sup> day of January, 2024,  
by Kevin Lewis Walker, proved to me on the basis of satisfactory evidence to be  
the person(s) who appeared before me.

Shubhangi R. Zumale (NOTARY PUBLIC)  
Print name



Szumale

-Exhibit K-



## **AFFIDAVIT OF TAX-EXEMPT FOREIGN STATUS**

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.*

KNOW ALL MEN BY THESE PRESENT, that I, **Kevin Lewis Walker** Propia Persona, proceeding sui juris, 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 says:

1. Neither born nor naturalized in the "United States" nor "subject to its jurisdiction," I am NOT and never have been, as described in 26 CFR 1.1-1(c) and the 14th Amendment, a "U.S. citizen." Therefore I AM an "alien" with respect to the "United States."
2. I am NOT and never have been, as described in 26 USC 865(g) (1) (A), a "resident of the U.S."
3. I have NEVER made, with ANY "knowingly intelligent acts" (Brady v. U.S., 397 U.S. 742, 748), ANY voluntary election under 26 USC 6013 or 26 CFR 1.871-4 to be treated as a "U.S. resident alien" for any purpose. Further, I have utterly NO intention of making such election in the future.
4. I AM, as described in 26 USC 865(g) (1) (B), a "nonresident alien" of the "United States."
5. I am NOT and never have been, as described in 26 USC 7701(a) (30), a "U.S. person."
6. I am NOT and never have been, as described in 26 USC 7701(a)(14), a "taxpayer."
7. I do NOT have and never had, as described in 26 USC 911(d)(3), a "tax home within the U.S."
8. I AM therefore, as described in 26 CFR 1.871-2 and 26 USC 7701(b), a "nonresident alien" with respect to the "United States" and am outside the general venue and jurisdiction of the "U.S."

9. I am NOT and never have been, as described in 26 USC 3401, an "officer," or an "employee," or an "elected official" (of the "United States," or of a "State" or of any political subdivision thereof, nor of the District of Columbia, nor of a "domestic" corporation) earning "wages" from an "employer."
10. I am NOT and never have been, as described in 31 USC 3713, a "fiduciary," or, as described in 26 USC 6901, a "transferee" or a "transferee of a transferee."
11. I am NOT and never have been, as described in 26 USC Subtitle B, a "donor" or a "contributor," and as a "nonresident alien" excluded under 26 USC 2501(a)(2), I am EXEMPT from any gift tax under 26 USC Subtitle B.
12. As a "nonresident alien" NOT engaged in or effectively connected with any "trade or business within the United States" I am NOT REQUIRED by law to obtain a "U.S." Taxpayer Identification Number or a Social Security Number because of my exemption under 26 CFR 301.6109-1(g). Further, I am NOT REQUIRED by law to make, as described in 26 CFR 1.6015(a)-1, a "declaration" because I am exempt under 26 CFR 1.6015(i)-1 and fundamental law.
13. As a "nonresident alien," I have NO "self-employment income," as described in 26 CFR 1.1402(9b)-3(d).
14. As "nonresident alien," I derived NO "gross income... from sources within the United States," --either "effectively connected" or "not effectively connected with the conduct of a trade or business in the United States," as described in 26 USC 872(a).
15. As a "nonresident alien," my private-sector remuneration is "from sources without the United States" as described in 26 CFR 1.1441-3(a), does NOT constitute 26 USC 3401 "wages," and is therefore NOT "subject to" mandatory withholding under 26 USC 3402(a), 3101(a), or 26 CFR 1.1441-1, because of its EXEMPTION under 26 USC 3401(a)(6) and fundamental law.
16. As a "nonresident alien," I did NEVER intentionally make, with ANY "knowingly intelligent acts," ANY voluntary withholding "agreement" as described in 26 USC 3402(p).
17. As a "nonresident alien," my income is NOT included in "gross income" under Subtitle A and is EXEMPT from withholding according to 26 CFR 1.441-3(a) and 26 CFR 31.3401(a)(6)-1(b).



18. As a "nonresident alien," with NO income "from sources within the United States," my private-sector, non-"U.S." income is FREE from all federal tax under fundamental law (see Treasury Decisions 3146 and 3640, and United States v. Morris, 125 F.Rept. 322, 331).
19. As a "nonresident alien," my estate and/or trust is, as described in 26 USC 7701(a)(31), a TAX-EXEMPT "foreign estate or trust."
20. As a "natural born Citizen" (see 11:1:5 of the Constitution), free Sovereign, American Citizen and "nonresident alien" with respect to the federal "United States," I did NEVER voluntarily, intentionally waive, with ANY "knowingly intelligent acts" ANY of my unalienable rights, and have utterly NO intention of doing so in the future. Any prima facie evidence or presumption to the contrary is hereby rebutted. Any past signatures on DEPARTMENT OF THE UNITED STATES TREASURY, INTERNAL REVENUE SERVICE (IRS) and SOCIAL SECURITY ADMINISTRATION (SSA) forms, statements, etc., were in error and involuntarily made under threat, duress, and coercion. I hereby revoke, cancel and render void, Nunc Pro Tunc, both currently and retroactively to the time of signing, any and all such signatures. I reserve my Common Law right NOT to be compelled to perform under any agreement that I have not entered into knowingly, voluntarily, and intentionally. I **DO NOT** accept the liability of the "compelled benefit" of any unrevealed adhesion contract, commercial security agreements, or bankruptcy.
21. I am NOT a 26 USC 7203 "person required." I am a "non taxpayer" outside both general and tangential venue and jurisdiction of Title 26, United States Code.

I am not an expert in the law however I do know right from wrong. If there is any human being damaged by any statements herein, if he will inform me by facts I will sincerely make every effort to amend my ways. I, hereby and herein reserve the right to amend and make amendment to this document as necessary in order that the truth may be ascertained and proceedings justly determined. If the parties given notice by means of this document have information that would controvert and overcome this Affidavit, please advise me in WRITTEN AFFIDAVIT FORM within thirty (30) days from receipt hereof proving me with your counter affidavit, proving with particularity by stating all requisite actual law, that this Affidavit Statement is substantially and materially false sufficiently to change materially my status and factual declarations. Your silence stands as consent to, and tacit approval of, the factual declarations herein being established as fact as a matter of law. Reserving ALL Natural God – Given Unalienable Birthrights, Waiving None Ever under 28 USC §1746 rights and without prejudice to ANY of those rights (U.C.C. 1-207).

I declare under penalty of perjury under the law of the United States of America that the foregoing is true and correct Pursuant 28 USC § 1746 and executed "without the United States."

**FURTHER THIS AFFIANT SAITH NOT.**

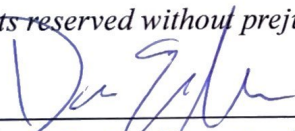
Subscribed, sealed, and affirmed to this day, 12th, month, February, and year of 2024, I hereby affix my own signature and seal to all of the above affirmations with explicit reservation of ALL my unalienable rights and without prejudice to ANY of those rights Pursuant to U.C.C § 1-103, 1-105, 1-207, 1-308, 3-419.

By:   
Kevin Lewis Walker, Secured Party / Executor /  
Administrator / Trustee


All Rights Reserved without prejudice or recourse.

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.

*All rights reserved without prejudice or recourse, UCC 1-308*

By:   
Secured Party / Executor / Administrator / Trustee  
Donnabelle Escarez Mortel (FIRST WITNESS)

*All rights reserved without prejudice or recourse, UCC 1-308*

By:   
Secured Party / Executor / Administrator / Trustee  
Corey Delfond Walker (SECOND 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

State of California )  
 )  
 ) ss.  
 )  
County of Riverside )

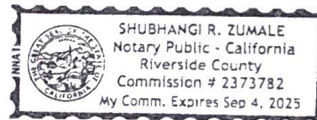
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to (of affirmed) before me on this 12th day of February, 2024,

by Kevin Lewis Walker, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary public Shubhangi R. Zumale, Notary public.  
print

Shumale Seal:



-Exhibit L-



## **AFFIDAVIT Resolution, Revocation, and Termination of Franchise**

KNOW ALL MEN BY THESE PRESENT, that I, **Kevin Lewis Walker** Propia Persona, proceeding by general law, sui juris, in acknowledgment of the laws of nature and 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 be yea and my nay be nay, as supported by Federal Public Law 97-280, 96 Stat.1211, depose and says:

WHEREAS, the FRANCHISE, BIRTH, and/or TRUST CERTIFICATE was created and offered fraudulently and deceitfully, supposedly to aid in the Census, as a means of identification, to document a birth, and for health reasons and purposes;

WHEREAS, the true nature of the BIRTH CERTIFICATE is an unrevealed commercial agreement and unconscionable adhesion contract and prima facie evidence of unfair trade by and with an Agency of the federal, corporate United States, the Department of Commerce, Department of Transportation, Department of Defense, Internal Revenue, Social Security Administration, DTC at 55 Water in New York, International Monetary Fund, and Bank of International Settlements, The CROWN CORPORATION, THE VATICAN BANK, et.al.; the true nature of the DATE OF BIRTH is to execute the birth of the certificate (by signing, filing, and recording), not the “natural” person;

WHEREAS, the BIRTH CERTIFICATE is a TRUST INSTRUMENT recorded with the County Recorder, a subsidiary of the Secretary of State (of the several states), sent to the Bureau of Census, a division of the Department of Commerce (Washington, D.C.), placing the above “name” in commerce as a legal “person” (e.g., Corporation, trust, trustee) district-distinct and separate from the “natural-born citizen”;

WHEREAS, the Secretary of State (of the several states) issues and charters corporations and franchises, that any American citizen with a BIRTH CERTIFICATE is liable to the Franchise Tax Board of the State Department of Revenue for income taxes, and the federal, corporate United States for its debt obligations to the Federal Reserve bank;

WHEREAS, this TRUST INSTRUMENT has deceived the above “name” into an unrevealed contract placing both myself and my fellow American citizens under the jurisdiction of the federal United States with its tax and regulating authority originating from the Department of Commerce pursuant to the authority of the Constitution for the United States of America (1791), and under the jurisdiction of the equity, admiralty, or maritime jurisdictions of the federal court system and the Uniform Commercial Code (UCC); this by false registry, a term usually applied to the registration of a vessel in violation of the Federal registry statutes which provide that if any certificate of registry or record is fraudulently, or knowingly used for any ship or vessel not then actually entitled to the benefit thereof, according to the true intent of the act, such ship or vessel shall be forfeited to the United States, with her tackle, apparel, and furniture. See 48 Am Jur 1<sup>st</sup> Ship § 23.



“To regulate Commerce with foreign Nations, and among the several states, and with the Indian Tribes:” — U.S. Constitution, Article 1, Section 0, Clause 3.

WHEREAS such false registry, coupled with wholly inadequate and insufficient public education system used, by overwhelming evidence, to facilitate an unconscionable deception upon the public, domestic, and private trusts, **is hereby declared null and void**, and claiming any and all lawful damages therein associated, ab initio, ad infinitum, nunc pro tunc, without recourse, reserving all rights.

WHEREAS the same false registry exists for my creations, and my creations relations, and equal demand for correction of all false registries, and return of rights, property, and damages be re-instated with their rightful Secured Parties, for cause.

I, **Kevin Lewis Walker** have already declared and established “sui juris” status in connection with both my property and “name.” I demand a certified copy with my signed authorization of all documents or contracts being “held-in-due-course,” [pursuant to UCC 3-305.2, UCC 3-305.52, and UCC 3-305, Article 9, and et.al.], that create ANY legal disability to the claimed “sui juris” states and “alieni juris” relating to my “name.” My “name” is my property, and for my “name” to enjoy “sui juris” status, that “name” must be free of legal disability resulting from a contract or commercial agreement, which is being “held-in-due-course” by a fellow citizen or by any agency of the federal, state, county, or municipal government.

THEREFORE BE IT RESOLVED, that it is deemed necessary that I, **Kevin Lewis Walker**, separate myself and all inheritance from the fraudulent FRANCHISE, BIRTH, and/or TRUST CERTIFICATE herein attached as surety, and will no longer be associated with it except as necessary to correct any record, restore and recover all usurpation of unalienable rights and private property, and regain quiet enjoyment which is an undeniable right of every (wo)man, and to terminate the franchise, and reserving all rights expressed, implied, and deemed appropriate and necessary for accord and satisfaction.

I, **Kevin Lewis Walker**, hereby **REVOKE all powers, including, but not limited to**, Powers of Attorney and Agency, excepting those of private, unincorporated, pure trust. I hereby DISSOLVE and TERMINATE any franchise connected to/with the below document, certificate, or trust instrument. I hereby remove all commercial activity, including, but not limited to, the LIMITED LIABILITY for the payment of debt. I hereby release the Department of Commerce, its agents and fiduciaries, of their obligation to perform any commercial duties or responsibilities towards me. I am NOT in commerce or involved in any commercial activity with the federal corporate United States government or any subsidiary.

I am not an expert in the law however I do know right from wrong. If there is any human being damaged by any statements herein, if he will inform me by facts I will sincerely make every effort to amend my ways. I, hereby and herein reserve the right to amend and make amendment to this document as necessary in order that the truth may be ascertained and proceedings justly determined. If the parties given notice by means of this document have information that would controvert and overcome this Affidavit, please advise me in WRITTEN AFFIDAVIT FORM within thirty (30) days from receipt hereof proving me with your counter affidavit, proving with

particularity and specificity by stating all requisite actual law, that this Affidavit Statement is substantially and materially false sufficiently to change materially my status and factual declarations. Your silence stands as consent to, and tacit approval of, the factual declarations herein being established as fact as a matter of law. Reserving ALL Natural God – Given Unalienable Birthrights, Waiving None Ever under 28 USC §1746 rights and without prejudice to ANY of those rights (U.C.C. 1-207; 1-308).

I declare under penalty of perjury under the law of the United States of America that the foregoing is true and correct Pursuant 28 USC § 1746 and executed “without the United States”

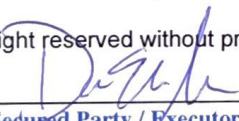
**FURTHER THIS AFFIANT SAITH NOT.**

Subscribed, sealed, and affirmed to this day, 12th, month, February, and year of 2024, I hereby affix my own signature and seal to all of the above affirmations with explicit reservation of ALL my unalienable rights and without prejudice to ANY of those rights. Pursuant to U.C.C § 1-103, 1-105, 1-207, 1-308, 3-419.

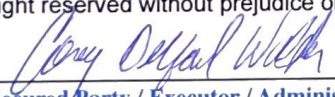
By:   
Kevin Lewis Walker, **Affiant, Secured Party / Executor /**  
**Administrator / Trustee**

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.*

All right reserved without prejudice or recourse, U.C.C §1-308

By:   
**Secured Party / Executor / Administrator / Trustee**  
**Donnabelle Escarez Morel (FIRST WITNESS)**

All right reserved without prejudice or recourse, U.C.C §1-308

By:   
**Secured Party / Executor / Administrator / Trustee**  
**Corey Delfond Walker (FIRST WITNESS)**

**NOTICE**

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JURAT

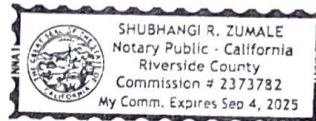
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State of California )  
)  
) ss.  
)  
County of Riverside )

Subscribed and sworn to (of affirmed) before me on this 12<sup>th</sup> day of February, 2024,  
by Kevin Lewis Walker, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary public Shubhangi R. Zumale, Notary public.  
print

Sumals Seal:



-Exhibit M-

**CASH BOND**

RECOMMENDED

DEF#1 \$2,500.00

DEF#1 Letter Sent with the Date to

Appear: 04/11/2025

AGENCY#: TE243660039 / RSDM

MICHAEL A. HESTRIN

DISTRICT ATTORNEY

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF RIVERSIDE**

(Southwest)

THE PEOPLE OF THE STATE OF  
CALIFORNIA,

Plaintiff,

v.

KEVIN LEWIS WALKER  
31990 PASOS PLACE  
TEMECULA CA 92591

DOB: 08/19/1987

BOOKING#: 202457539

Defendant.

CASE NO.

MISDEMEANOR COMPLAINT  
& NOTICE TO APPEAR

Misdemeanor DEJ:

DEF#1 Eligible \_\_\_ Not Eligible X

**APPEARANCE NOTICE**

Criminal charges have been filed against you. **You are required to appear** for arraignment at 07:30 AM on 04/11/2025 at:

SOUTHWEST JUSTICE CENTER  
30755 Auld Road - D, Murrieta, CA,  
92563

The court calendar will list your name and the courtroom to which your case is assigned. Go there, check in, and wait to be arraigned.

IF YOU FAIL TO APPEAR ON THIS DATE, A WARRANT WILL BE SOUGHT FOR YOUR ARREST. **BRING THIS NOTICE WITH YOU.**



## COUNT 1

The undersigned, under penalty of perjury upon information and belief, declares: That the above named defendant(s) KEVIN LEWIS WALKER committed a violation of Vehicle Code section 12951, subdivision (b), a misdemeanor, in that on or about December 31, 2024, in the County of Riverside, State of California, the defendant(s) did willfully and unlawfully fail, refuse, and neglect to present their license for examination upon demand of a peace officer enforcing the provisions of the Vehicle Code of the State of California. [6mo.]

## MARSY'S LAW

Information contained in the reports being distributed as discovery in this case may contain confidential information protected by Marsy's Law and the amendments to the California Constitution, Article 1, Section 28. Any victim(s) in any above referenced charge(s) is entitled to be free from intimidation, harassment, and abuse. It may be unlawful for defendant(s), defense counsel, and any other person acting on behalf of the defendant(s) to use any information contained in the reports to locate or harass any victim(s) or the victim(s)'s family or to disclose any information that is otherwise privileged and confidential by law.

## DISCOVERY REQUEST

Pursuant to Penal Code section 1054.5, subdivision (b), the People are hereby informally requesting that defense counsel provide discovery to the People as required by Penal Code section 1054.3.

I declare under penalty of perjury upon information and belief under the laws of the State of California that the foregoing is true and correct.

Dated: March 14, 2025

MICHAEL A. HESTRIN  
District Attorney

By: Miranda Thomson  
Deputy District Attorney

-Exhibit N-

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Kevin W 818-850-6465</b>
B. E-MAIL CONTACT AT FILER (optional) <b>team@walkernovagroup.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>WALKERNOVA GROUP c/o 30650 Rancho California Road, suite 406-251 Temecula, CA 92591, USA</b>

Filed in the Office of <i>FVAguilar</i>	Initial Filing Number <b>2025470746-9</b>
Secretary of State State Of Nevada	Filed On <b>May 5, 2025 09:45 PM</b>
	Number of Pages <b>3</b>

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 <b>WALKER</b>	FIRST PERSONAL NAME <b>KEVIN</b>	ADDITIONAL NAME(S)/INITIAL(S) <b>LEWIS</b>	SUFFIX
1c. MAILING ADDRESS <b>C/O 30650 RANCHO CALIFORNIA ROAD SUITE 406-251</b>	CITY <b>TEMECULA</b>	STATE <b>CA</b>	POSTAL CODE <b>92591</b>	COUNTRY <b>USA</b>

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 <b>MORTEL</b>	FIRST PERSONAL NAME <b>DONNABELLE</b>	ADDITIONAL NAME(S)/INITIAL(S) <b>ESCAREZ</b>	SUFFIX
2c. MAILING ADDRESS <b>C/O 30650 RANCHO CALIFORNIA ROAD SUITE 406-251</b>	CITY <b>TEMECULA</b>	STATE <b>CA</b>	POSTAL CODE <b>92591</b>	COUNTRY <b>USA</b>

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 <b>REAL PRIVATE IRR TRUST</b>			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>C/O 30650 RANCHO CALIFORNIA ROAD SUITE 406-251</b>	CITY <b>TEMECULA</b>	STATE <b>CA</b>	POSTAL CODE <b>92591</b>	COUNTRY <b>USA</b>

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 OF THE SECURED PARTY AS DETAILED IN A TRUE, CORRECT, COMPLETE CONTRACT AND SECURITY AGREEMENT NUMBER 070320042823. ALL OF ALL LISTED DEBTORS ASSETS, INTANGIBLE AND TANGIBLE, REGISTERED AND UNREGISTERED, INCLUDING BIRTH CERTIFICATE/BANK NOTE #140-1987-279345 AND 146-1985-017447 AND OFFSPRING BIRTH CERTIFICATE/BANK NOTE #1052021197760 AND #1052023127929, ALL SECURITIES, PASSPORTS, SOCIAL SECURITY NUMBERS, EIN NUMBERS, CREDIT PRIVACY NUMBERS, CREDIT CARDS, CREDITS, RECEIVABLES, NOTES, LETTERS OF CREDIT, BANK ACCOUNTS, BONDS SECURITIES, LAWFUL MONEY, DEBT INSTRUMENTS, FINGERPRINTS, CRYPTOCURRENCY WALLETS, TRADEMARK/TRADENAME, COPYRIGHT/PATENT, THEIR LIKENESSES, BUSINESSES, TRUSTS, PERSONAL PROPERTY, REAL PROPERTY, AUTOMOBILES/TRANSPORTS, PLANES, HOMES, BOATS, AND ALL OF BOTH DEBTORS INTEREST AND SECURITY INTEREST IN SAID ASSETS, LAND AND PERSONAL PROPERTY, NOW OWNED AND HEREAFTER ACQUIRED, NOW EXISTING AND HEREAFTER ARISING AND WHEREVER LOCATED, AND/OR DESCRIBED FULLY IN SECURITY AGREEMENT NO. 070320042823. FILING IN ACCORDANCE WITH UCC 1-103, 2-204, 2-206, 3-104, 3-303, 3-402, 9-105, 9-315, 9-509, NOTICE OF ABSOLUTE CLAIM OF ALL INVESTMENT, COMMODITY AND TRUST DEPOSIT ACCOUNTS CONTRACT WITH ATTACHED COLLATERAL AND PROCEEDS TO SECURE COLLATERAL, ALONG WITH CLAIM OF TRADENAME/TRADENAME, COPYRIGHT/PATENT OF THE NAME KEVIN LEWIS WALKER, DONNABELLE ESCAREZ MORTEL, ADONIS ESCAREZ MORTEL WALKER, ZOIYA ESCAREZ MORTEL WALKER, MIND, BODY, SOUL OF INFANTS, SPIRIT, AND LIVE BORNE RECORD, AND REJECT AND REBUKE ALL ASSUMPTIONS AND PRESUMPTIONS OF BEING PROPERTY OF ANY CESTUI QUE VIE TRUST/ESTATE AS MENTIONED UNDER**

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/Licensor

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S SURNAME

WALKER

FIRST PERSONAL NAME

KEVIN

ADDITIONAL NAME(S)/INITIAL(S)

LEWIS

SUFFIX

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

WALKER

INDIVIDUAL'S FIRST PERSONAL NAME

ADONIS

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

ESCAREZ MORTEL

SUFFIX

10c. MAILING ADDRESS

C/O RANCHO CALFORNIA ROAD SUITE 406-251

CITY

TEMECULA

STATE

CA

POSTAL CODE

92591

COUNTRY

USA

11. ☒ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

WG PRIVATE IRREVOCABLE TRUST

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

C/O 30650 RANCHO CALIFORNIA ROAD SUITE 406-251

CITY

TEMECULA

STATE

CA

POSTAL CODE

92591

COUNTRY

USA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):  
CANON 2055-2056, AND ASSIGNMENT OF ALL ALLEGED DEBT OBLIGATIONS TO THE OFFICE OF SECRETARY OF THE TREASURY FOR DISCHARGE (HJR 192 OF 1933 PUBLIC LAW 73-10, 31 USC 3123, 31 USC 5118, AND 18 USC 8, UCC 3-601, 3-603, 9-315). DISCHARGE ANY AND ALL DEBTS AND TAX MATTERS IN FULL, AND REIMBURSE ALL PROCEEDS, CREDITS, AND OFFSETS TO THE SECURED PARTY(IES)

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:  
☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

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

16. Description of real estate:

17. MISCELLANEOUS:

FILING OFFICE COPY – UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11)

## UCC FINANCING STATEMENT ADDITIONAL PARTY

### FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

18a. ORGANIZATION'S NAME

OR 18b. INDIVIDUAL'S SURNAME

**WALKER**

FIRST PERSONAL NAME

**KEVIN**

ADDITIONAL NAME(S)/INITIAL(S)

**LEWIS**

SUFFIX

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME

OR

19b. INDIVIDUAL'S SURNAME

**WALKER**

FIRST PERSONAL NAME

**ZOIYA**

ADDITIONAL NAME(S)/INITIAL(S)

**ESCAREZ MORTEL**

SUFFIX

19c. MAILING ADDRESS

**C/O 30650 RANCHO CALIFORNIA ROAD SUITE 406-251**

CITY

**TEMECULA**

STATE

**CA**

POSTAL CODE

**92591**

COUNTRY

**USA**

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME

OR

20b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

20c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME

OR

21b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

21c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

22. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME

OR

22b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

22c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

23. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME

OR

23b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

23c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

24. MISCELLANEOUS:

-Exhibit O-



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

Attorney-In-Fact, Executor, and Authorized Representative,  
for Real Party(ies) in Interest and Purported Defendant  
™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©,  
™KEVIN WALKER© IRR TRUST

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

THE PEOPLE OF THE STATE OF  
CALIFORNIA,  
[Purported] *Plaintiff*,  
  
*vs.*  
™KEVIN LEWIS WALKER©,  
[Purported] *Defendant/Real Party In Interest*.

Case No.: MISW2501134

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

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

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

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

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

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

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

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

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

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

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

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

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

*"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."*

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

*"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."*

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

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

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

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

12 Defendant has clearly presented a valid "**Affidavit: Power of Attorney In**

13 **Fact**" (Exhibit A), which lawfully confers upon them the authority to act in this

14 matter. The legal principles established by the **UCC and statutory law further**

15 **reinforce the binding authority of Plaintiffs' affidavits and agreements.**

16 Defendants' assertion that a **trust cannot be represented by an attorney-in-fact**

17 **contradicts well-established statutory, commercial, and legal principles.** By

18 denying this legal reality, **Defendants engage in intentional misrepresentation**

19 **and mockery of long-standing legal doctrine, further demonstrating their lack of**

20 **credibility and bad faith in these proceedings**

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

22 Under well-established legal precedent, documents sent via **Registered Mail**

23 **with return receipt requested (Form 3811)** are presumed **delivered upon**

24 **mailing**, providing strong evidentiary proof of service. Courts have

25 consistently upheld this principle, reinforcing the **Mailbox Rule**, which states

26 that a properly mailed document is presumed received by the addressee

27 unless convincingly rebutted.

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

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

## 22 **Application of the Mailbox Rule**

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

## Legal Presumption of Delivery and Evidentiary Weight

Based on established case law and statutory authority, **Registered Mail with return receipt requested (Form 3811)** serves as **prima facie evidence of delivery** and 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 deemed the date of filing or receipt, solidifying its evidentiary value. **Federal Rules of Evidence Rule 301** shifts the burden to the recipient to prove non-receipt, while **39 U.S.C. § 3009** reinforces the legal sufficiency of proof of delivery through postal records.

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

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

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

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



Exhibit E), 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 H), complies with these requirements and

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

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

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

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

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

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

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

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

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

## 26 **VI. Supremacy Clause:**

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

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

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

## **VII. California State Constitution – Parallel Protections**

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

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

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

## **VIII. NOTICE OF CONDITIONAL ACCEPTANCE**

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

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

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

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

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



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

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

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

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

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

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

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

and indorsed, and not done so under threat, duress, and/or coercion, and with full and complete disclosure, and lawful authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



3. The purported Plaintiff has **admitted to all allegations by silence, acquiescence, and failure to provide proof of claim;** and

4. This Verified Notice and Demand shall constitute *prima facie* evidence of **criminal acts and malfeasance under color of law**, committed by the purported Plaintiff and any agents or officers in concert with said party.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. A **motion** is a **request** made to the Court, subject to its discretion and judicial interpretation.

2. A **demand**, by contrast, is the **assertion of an established right** under statutory, constitutional, or equitable law — requiring the Court to **act in accordance with law**, not discretion.

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

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

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

1. **Exhibit A: Affidavit: Power of Attorney In Fact'**

2. **E Exhibit B: Affidavit and Contract Security Agreement #RF775820621US**, titled: **NOTICE OF CONDITIONAL ACCEPTANCE**, and **FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON.**

3. **Exhibit C: Affidavit and Contract Security Agreement #RF775821088US**, titled: **NOTICE OF DEFAULT**, and **FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, TREASON**

4. **Exhibit D: Affidavit and Contract Security Agreement #RF775822582US**, titled: **NOTICE OF DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION, KIDNAPPING.**

5. **Exhibit E: Affidavit and Contract Security Agreement #RF775823645US**, titled:

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

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

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

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

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

10. **Exhibit J:** <sup>TM</sup>KEVIN LEWIS WALKER© Trademark and Copyright Agreement.

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

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

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

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

2. **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 of Law, 5th Edition, page 38, American Bar Association's website.

3. **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.

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,



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

4 5. **5**

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

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

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

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





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

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

5  
6 By:   
7 **Donnabelle Mortel** (WITNESS)

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

10 By:   
11 **Corey Walker** (WITNESS)

## 12 PROOF OF SERVICE

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

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

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

24 2. **Exhibits A through M.**

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

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

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

10 Clerk of Court  
11 C/o CLERK OF COURT / MENIFEE JUSTICE CENTER  
12 30755 Auld Road - D  
Murrieta, California [92563]  
**Registered Mail #[RF775824380US](#)**

13 Pam Bondi  
14 C/o U.S. DEPARTMENT OF JUSTICE  
15 950 Pennsylvania Avenue  
Washington, District of Colombia [20530-0001]  
**Registered Mail #[RF775824393US](#)**

16 Kash Patel  
17 C/o FBI Headquarters  
18 935 Pennsylvania Avenue, North West  
Washington, District of Colombia [20535-0001]  
**Registered Mail #[RF775824257US](#)**

19 Michael Hestrin and Miranda Thomson  
20 C/o OFFICE OF THE DISTRICT ATTORNEY  
21 3960 Orange Street  
Riverside, California [92501]  
**Registered Mail #[RF775824402US](#)**

22 Rob Bonta  
23 C/o OFFICE OF THE ATTORNEY GENERAL  
24 1300 "I" Street  
Sacramento, California [95814-2919]  
**Registered Mail #[RF775824274US](#)**

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

Wesley Hsu  
C/o HONORABLE WESLEY HSU  
350 West 1st Street, Courtroom 9B, 9th Floor  
Los Angeles, California [90012]  
[WLH\\_Chambers@cacd.uscourts.gov](mailto:WLH_Chambers@cacd.uscourts.gov)

Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt, Robert Gell, Joseph Sinz, Nicholas O Gruwell,  
C/o MENIFEE JUSTICE CENTER  
30755 Auld Road - D  
Murrieta, California [92563]  
[ssherman@law4cops.com](mailto:ssherman@law4cops.com)  
[jsinz@riversidesheriff.org](mailto:jsinz@riversidesheriff.org)  
[wpratt@riversidesheriff.org](mailto:wpratt@riversidesheriff.org)

Pam Bondi  
C/o U.S. DEPARTMENT OF JUSTICE  
950 Pennsylvania Avenue  
Washington, District of Colombia [20530-0001]  
[crm.section@usdoj.gov](mailto:crm.section@usdoj.gov)

Kash Patel  
C/o FBI Headquarters  
935 Pennsylvania Avenue, North West  
Washington, District of Colombia [20535-0001]  
[crm.section@usdoj.gov](mailto:crm.section@usdoj.gov)

Rob Bonta  
C/o OFFICE OF THE ATTORNEY GENERAL  
1300 "I" Street  
Sacramento, California [95814-2919]  
[police-Practices@doj.ca.gov](mailto:police-Practices@doj.ca.gov)

Michael Hestrin and Miranda Thomson  
C/o OFFICE OF THE DISTRICT ATTORNEY  
3960 Orange Street  
Riverside, California [92501]  
[DAOffice@rivco.org](mailto:DAOffice@rivco.org)

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 31, 2025** in Riverside County, California.

/s/Donnabelle Mortel/  
Donnabelle Mortel

**NOTICE:**

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



## ACKNOWLEDGEMENT:

State of California )

) ss.

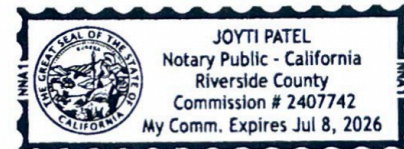
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

County of Riverside )

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

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

WITNESS my hand and official seal.



Signature Joyti Patel (Seal)

-Exhibit P-

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

*Attorney-In-Fact, Executor, and Authorized Representative,*  
*for Real Party(ies) in Interest*  
™KEVIN WALKER© ESTATE, ™KEVIN WALKER© IRR TRUST  
™KEVIN LEWIS WALKER©,

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

THE PEOPLE OF THE STATE OF  
CALIFORNIA,  
[Purported] *Plaintiff,*  
  
*vs.*  
™KEVIN LEWIS WALKER©,  
[Purported] *Defendant/Real Party In Interest.*

Case No.: MISW2501134

**VERIFIED AFFIDAVIT OF  
CONSTITUTIONAL AUTHORITY,  
RESERVATION OF RIGHTS,  
ABSENCE OF CORPUS DELICTI,  
SUPREMACY CLAUSE, AMERICAN  
SOVEREIGNTY, FEDERAL  
JURISDICTION, NATIONAL/NON-  
CITIZEN NATIONAL (STATE  
CITIZEN) STATUS, ESTATE CLAIM,  
MINIMUM CONTACTS, AND  
*REBUTTAL OF ALL PRESUMPTIONS.***

**VERIFIED AFFIDAVIT OF CONSTITUTIONAL AUTHORITY, RESERVATION OF RIGHTS,  
ABSENCE OF CORPUS DELICTI, SUPREMACY CLAUSE, AMERICAN SOVEREIGNTY,  
FEDERAL JURISDICTION, NATIONAL/NON-CITIZEN NATIONAL (STATE CITIZEN) STATUS,  
ESTATE CLAIM, MINIMUM CONTACTS, AND *REBUTTAL OF ALL PRESUMPTIONS.***

KNOW ALL MEN BY THESE PRESENT, that I, Kevin of the Walker Family,  
proceeding *sui juris, In Propria Persona*, by *Special Limited Appearance*  
(*NOT generally*), 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

1 mean ye and my nay be nay, as supported by Federal Public Law 97-280, 96  
2 Stat.1211, depose and say that I, Kevin of the Walker Family and Affiant, over  
3 18 years of age, being competent to testify and having first hand knowledge  
4 of the facts herein declare (or certify, verify, affirm, or state) under penalty of  
5 perjury under the laws of the United States of America that the following is  
6 true and correct, to the best of my understanding and belief, and in good  
7 faith:

- 8 1. I, Kevin/ Affiant, proceeding *sui juris*, by *Special Limited Appearance*, reserve **all**  
9 of my rights without prejudice and without recourse and waive absolutely **none**.
- 10 2. I, Kevin/Affiant, *sui juris*, hereby affirm and assert that I am a good man of  
11 integrity, honor, and honesty, and have NOT harmed any man or woman, nor  
12 have I damaged any property.
- 13 3. I, Kevin/ Affiant, proceeding *sui juris*, by *Special Limited Appearance*, herby  
14 invoke *equity and fairness*.
- 15 4. I, Kevin/ Affiant *sui juris*, hereby assert and affirm that it is my wish and will to be  
16 left alone in peace with my family and to **not** be continuously harassed, stalked,  
17 robbed, deprived under color of law, coerced into **commercial contracts**, extorted,  
18 and forced into peonage and/or involuntary servitude.
- 19 5. I, Kevin/ Affiant proceeding *sui juris*, by *Special Limited Appearance*, reserve my  
20 natural common law right not to be compelled to perform under any contract  
21 that I did not enter into knowingly, voluntarily, and intentionally, and with  
22 complete and full disclosure, and without misrepresentation, duress, or  
23 coercion. And furthermore, I do **not** accept the liability associated with the  
24 compelled and pretended "benefit" of any hidden or unrevealed contract or  
25 commercial agreement. As such, the hidden or unrevealed contracts that  
26 supposedly create obligations to perform, for persons of subject status, are  
27 inapplicable to me, and are null and void. If I have participated in any of the  
28 supposed "benefits" associated with these hidden contracts, I have done so

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

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

20 7. Be it known to all courts, governments, and other parties, that **I, Kevin, am a**  
21 **natural, freeborn, sovereign**, without subjects. I am neither subject to any entity  
22 anywhere, nor is any entity subject to me. I neither dominate anyone, nor am I  
23 dominated.

24 8. I, Kevin, of the Walker Family, one of the people, assert my status as a natural,  
25 freeborn, a living sensual soul, and **man** on the land, endowed with **inherent,**  
26 **unalienable** rights, independent of any government authority beyond that  
27 **which derives its just powers from my consent.** *Consequently*, this establishes  
28 me as a state Citizen of California, the republic, in its **De'Jure** capacity as one of

the several states of the Union (1789). By extension, this also affirms my status as a **national** of the **republic**, as recognized under the **De'Jure** Constitution for the United States (1777/1789).

9. These **principles** are enshrined in the **Declaration of Independence**, the **Constitution**, and the **Bill of Rights** and are affirmed by various legal **precedents**.

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

**There is NO 'Corpus Delicti'**

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

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

**Constitutional and State Protections for *Private* Rights**



13. Affiant and Claimant(s)/Plaintiff(s) asserts that their **private, secured rights** are protected by the **United States Constitution**, the **Bill of Rights**, the **common law**, and **exclusive equity jurisdiction**, which together govern the individual's ability to contract freely, maintain dominion over private property, and be free from arbitrary interference by the State or its agents.

14. The following legal authorities support the Defendant's position:

- *"The individual may stand upon his constitutional rights as a citizen. He is entitled to carry on his private business in his own way. His power to contract is unlimited. He owes no such duty [to submit his books and papers for an examination] to the State, since he receives nothing therefrom, beyond the protection of his life and property. His rights are such as existed by the law of the land [Common Law] long antecedent to the organization of the State, and can only be taken from him by due process of law, and in accordance with the Constitution. Among his rights are a refusal to incriminate himself, and the immunity of himself and his property from arrest or seizure except under a warrant of the law. He owes nothing to the public so long as he does not trespass upon their rights." — Hale v. Henkel, 201 U.S. 43, 47 (1905)*
- *"The claim and exercise of a constitutional right **cannot** be converted into a crime." — Miller v. U.S., 230 F.2d 486, 489*
- *"Where rights secured by the Constitution are involved, there can be no rule making or legislation which would abrogate them."*
- *— Miranda v. Arizona, 384 U.S. 436*
- *"There can be no sanction or penalty imposed upon one because of this exercise of constitutional rights." — Sherar v. Cullen, 481 F.2d 945*
- *"A law repugnant to the Constitution is void." — Marbury v. Madison, 5 U.S. (1 Cranch) 137, 177 (1803)*

- 1 • *"It is not the duty of the citizen to surrender his rights, liberties, and immunities*  
2 *under the guise of police power or any other governmental power."*
- 3 • — *Miranda v. Arizona*, 384 U.S. 436, 491 (1966)
- 4 • *"An unconstitutional act is not law; it confers no rights; it imposes no duties;*  
5 *affords no protection; it creates no office; it is, in legal contemplation, as inoperative*  
6 *as though it had never been passed."*
- 7 — *Norton v. Shelby County*, 118 U.S. 425, 442 (1886)
- 8 • *"No one is bound to obey an unconstitutional law, and no courts are bound to*  
9 *enforce it."*
- 10 — *16 Am. Jur. 2d, Sec. 177; Late Am. Jur. 2d, Sec. 256*
- 11 • *"Sovereignty itself remains with the people, by whom and for whom all government*  
12 *exists and acts."*
- 13 — *Yick Wo v. Hopkins*, 118 U.S. 356, 370 (1886) *Supremacy Clause*
- 14 • Claimant(s)/Plaintiff(s) respectfully assert and affirm that:
- 15 • **The Supremacy Clause of the Constitution of the United States (Article VI,**  
16 **Clause 2) establishes that the Constitution, federal laws made pursuant to**  
17 **it, and treaties made under its authority, constitute the "supreme Law of**  
18 **the Land", and thus take priority over any conflicting state laws. It**  
19 **provides that state courts are bound by, and state constitutions subordinate**  
20 **to, the supreme law. However, federal statutes and treaties must be within**  
21 **the parameters of the Constitution; that is, they must be pursuant to the**  
22 **federal government's enumerated powers, and not violate other**  
23 **constitutional limits on federal power ... As a constitutional provision**  
24 **identifying the supremacy of federal law, the Supremacy Clause assumes the**  
25 **underlying priority of federal authority, albeit only when that authority is**  
26 **expressed in the Constitution itself; no matter what the federal or state**  
27 **governments might wish to do, they must stay within the boundaries of the**  
28 **Constitution.**

## California State Constitution – Parallel Protections

15. Under the **California Constitution**, Article I – Declaration of Rights, the Defendant's rights are similarly preserved:

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

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

## Supremacy Clause:

17. Affiant and Claimant(s)/Plaintiff(s) further affirm(s) that the **Supremacy Clause** of the United States Constitution, **Article VI, Clause 2**, provides that:

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

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

## Foundation of American Sovereignty

19. The Declaration of Independence (1776) proclaims:

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

20. This foundational document establishes that the **people are the true sovereigns** of this nation.

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

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

This affirms that any power not granted to the federal government remains with the States or the **people**.

### **Congressional Recognition of Americans as 'Sovereigns'**

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

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

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

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

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

### **SUPREME COURT Affirmations of Sovereignty**

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

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

"The sovereignty resides in the **people**... they are truly the sovereigns of the country."

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

"Sovereignty itself remains with the **people**, by whom and for whom all government exists and acts."

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

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

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

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

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

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

### **The "I Am an American" Principle**

25. The **"I Am an American"** speech, delivered by Judge **Learned Hand** in 1944, eloquently articulates the essence of American liberty:

"What do we mean when we say that first of all we seek **liberty**? I often wonder whether we do not rest our hopes too much upon constitutions, upon laws, and upon courts. These are false hopes; believe me, these are false hopes. Liberty lies in the hearts of men and women; when it dies there, no constitution, no law, no court can save it." (*RIDE.RI.GOV*)

This underscores that **liberty and sovereignty originate within the People themselves**, not merely from governing documents.

**Status as a “National” and “state Citizen”**

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

“A person owing permanent allegiance to a state.”

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

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

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

**Distinction Between “state Citizen” and “citizen of the United States”**

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

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

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

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

“It is quite clear, then, that there is a citizenship of the United States and a citizenship of a State, which are distinct from each other and which depend upon different characteristics or circumstances in the individual.”

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

“We have in our political system a Government of the United States and a government of each of the several States. Each one of these governments is distinct from the others, and each has citizens of its



own who owe it allegiance, and whose rights, within its jurisdiction, it must protect.”

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

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

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

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

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

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

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

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

**30. The first clause of the Fourteenth Amendment states:**

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

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

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

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

- 1 1. Being born or naturalized in the United States, **and**
- 2 2. Being subject to the jurisdiction of the United States.

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

4 33. The U.S. Department of State document, *Certificates of Non-Citizen*  
5 *Nationality* ([https://travel.state.gov/content/travel/en/legal/travel-legal-](https://travel.state.gov/content/travel/en/legal/travel-legal-considerations/us-citizenship/Certificates-Non-Citizen-Nationality.html)  
6 [considerations/us-citizenship/Certificates-Non-Citizen-Nationality.html](https://travel.state.gov/content/travel/en/legal/travel-legal-considerations/us-citizenship/Certificates-Non-Citizen-Nationality.html)),  
7 states:

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

14 34. 8 U.S.C. § 1101(22) defines *national of the United States* as:

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

17 35. 8 U.S.C. § 1101(a)(22) **explicitly stipulates** that one can be a '**national of the**  
18 **United States**' *without* being a 'citizen of the United States' if they owe  
19 permanent allegiance to the United States.

20 36. 22 CFR § 51.2 stipulates that Passports are issued to nationals **only**:

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

22 37. 22 CFR § 51.3 stipulates the Types of passports issued:

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

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

26 38. 18 U.S.C. § 112 stipulates that Protections of foreign officials, official guests, and  
27 internationally protected persons, **apply to nationals**. This statute defines terms  
28 such as “foreign government,” “foreign official,” “internationally protected

person," "international organization," "**national** of the United States," and "official guest," have the same meaning.

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

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

40. The legal framework and court rulings confirm that:

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

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

## **Federal Jurisdiction:**

41. It is further relevant to this Affidavit that any violation of my Rights, Freedom, or Property by the U.S. federal government, or any agent thereof, would be an illegal and unlawful excess, clearly outside the limited boundaries of federal jurisdiction. My understanding is that the jurisdiction of the U.S. federal government is defined by Article I, Section 8, Clause 17 of the U.S. Constitution, quoted as follows:

"The Congress shall have the power . . . To exercise exclusive legislation in all cases whatsoever, over such district (NOT EXCEEDING TEN MILES SQUARE) as may, by cession of particular states and the acceptance of Congress, become the seat of the Government of the United States, [District of Columbia] and to exercise like authority over all places purchased by the consent of the legislature of the state in which the same shall be, for the Erection of Forts, Magazines, Arsenals, dock yards and other needful Buildings; And - To make all laws which shall be necessary and proper for carrying into Execution the foregoing Powers..." [emphasis added]

*and* Article IV, Section 3, Clause 2:

"The Congress shall have the Power to dispose of and make all needful Rules and Regulations respecting the Territory or other Property belonging to the United States; and nothing in this Constitution shall be so construed as to Prejudice any Claims of the United States, or of any particular State."

42. The definition of the "United States" being used here, then, is limited to its **territories**:

- 1) The District of Columbia
- 2) Commonwealth of Puerto Rico
- 3) U.S. Virgin Islands
- 4) Guam
- 5) American Samoa
- 6) Northern Mariana Islands
- 7) Trust Territory of the Pacific Islands
- 8) Military bases within the several states
- 9) Federal agencies within the several states

43. It does **not** include the several states **themselves**, as is confirmed by the following cites:

- 1 • **"We have in our political system a Government of the United States and a**  
2 **government of each of the several States.** Each one of these governments is  
3 distinct from the others, and each has citizens of its own who owe it  
4 allegiance, and whose rights, within its jurisdiction, it must protect. **The**  
5 **same person may be at the same time a citizen of the United States and a**  
6 **Citizen of a State,** but his rights of citizenship under one of these  
7 governments will be different from those he has under the other." Slaughter  
8 House Cases **United States vs. Cruikshank**, 92 U.S. 542 (1875).
- 9 • "THE UNITED STATES GOVERNMENT IS A FOREIGN CORPORATION  
10 WITH RESPECT TO A STATE." [emphasis added] **Volume 20: Corpus Juris**  
11 **Sec. §1785:** NY re: Merriam 36 N.E. 505 1441 S.Ct.1973, 41 L.Ed.287.

12 44. This is further confirmed by the following quote from the Internal Revenue  
13 Service:

14 Federal jurisdiction "includes the District of Columbia, the Commonwealth  
15 of Puerto Rico, the Virgin Islands, Guam, and American Samoa." - Internal  
16 Revenue Code Section 312(e).

17 45. In **legal** terminology, the word "***includes***" means "***is limited to.***" When  
18 referring to this "District" United States, the Internal Revenue Code uses  
19 the terms "**WITHIN**" the United States. When referring to the several  
20 States, the Internal Revenue Code uses the term "**WITHOUT**" the United  
21 States.

22 46. **Dozens, perhaps hundreds**, of court cases **evidence and prove** that federal  
23 jurisdiction is *limited* to the few federal territory and/or 'areas' above indicated.  
24 For example, in two Supreme Court cases, it was decided:

- 25 • "The laws of Congress in respect to those matters do not extend into the  
26 territorial limits of the states, but have force only in the District of  
27 Columbia, and other places that are within the exclusive jurisdiction of the  
28 national government," **Caha v. United States**, 152 U.S., at 215.

- 1 • "We think a proper examination of this subject will show that the United
- 2 States never held any municipal sovereignty, jurisdiction, or right of soil in
- 3 and to the territory, of which Alabama or any of the new States were
- 4 formed..."
- 5 • "[B]ecause, the United States have no constitutional capacity to exercise
- 6 municipal jurisdiction, sovereignty, or eminent domain, within the limits of
- 7 a State or elsewhere, except in the cases in which it is expressly granted..."
- 8 • "Alabama is therefore entitled to the sovereignty and jurisdiction over all
- 9 the territory within her limits, subject to the common law," **Pollard v.**
- 10 **Hagan**, 44 U.S. 221, 223, 228, 229.

11 47. Likewise, Title 18 of the United States Code at §7 specifies that the "territorial

12 jurisdiction" of the United States extends only **outside** the boundaries of lands

13 belonging to any of the several States.

14 48. **Therefore**, in addition to the fact that **no unrevealed federal contract can**

15 **obligate me to perform in any manner without my fully informed and**

16 **uncoerced consent**, likewise, **no federal statutes or regulations apply to me or**

17 **have any jurisdiction over me**. I hereby affirm that I do not reside or work in

18 any federal territory of the "District" United States, and that therefore no U.S.

19 federal government statutes or regulations have any authority over me.

20 **Powers and Contractual Obligations of United States and State**

21 **Government Officials**

22 49. All United States and State government officials are hereby put on notice that I

23 expect them to have recorded valid **Oaths of Office** in accordance with the U.S.

24 Constitution, **Article VI**:

25 "The Senators and Representatives before mentioned, and the members of the

26 several State Legislatures, and all executive and judicial officers, both of the

27 United States and of the several States, shall be bound by oath or affirmation

28 to support this Constitution..."



1 50. I understand that by their Oaths of Office all U.S. and State government officials  
2 are **contractually bound** by the U.S. Constitution as formulated by its framers,  
3 and not as "interpreted," subverted, or corrupted by the U.S. Supreme Court or  
4 other courts. According to the **Ninth Amendment** to the U.S. Constitution:

5 "The enumeration in the Constitution of certain rights shall not be construed  
6 to deny or disparage others retained by the people."

7 **and the Tenth Amendment** to the U.S. Constitution:

8 "The powers not delegated to the United States by the Constitution, nor  
9 prohibited by it to the States, are reserved to the States respectively, or to the  
10 people."

11 51. Thus, my understanding from these Amendments is that the powers of all U.S.  
12 and State government officials are *limited* to those **specifically granted** by the  
13 U.S. Constitution.

14 52. I further understand that **any** laws, statutes, ordinances, regulations, rules, and  
15 procedures contrary to the U.S. Constitution, as written by its framers, are **null**  
16 **and void**, as expressed in the Sixteenth American Jurisprudence Second Edition,  
17 Section 177:

18 "The general misconception is that any statute passed by legislators  
19 bearing the appearance of law constitutes the law of the land. The U.S.  
20 Constitution is the supreme law of the land, and any statute, to be valid,  
21 must be in agreement. It is impossible for both the Constitution and a  
22 law violating it to be valid; one must prevail. This is succinctly stated as  
23 follows:

24 "The general rule is that an unconstitutional statute, though having the form  
25 and name of law, is in reality no law, but is wholly void, and ineffective for  
26 any purpose; since unconstitutionality dates from the time of its enactment,  
27 and not merely from the date of the decision so branding it. An  
28 unconstitutional law, in legal contemplation, is as inoperative as if it had

1 never been passed. Such a statute leaves the question that it purports to settle  
2 just as it would be had the statute not been enacted.'

3 'Since an unconstitutional law is void, the general principles follow that  
4 it imposes no duties, confers no right, creates no office, bestows no  
5 power or authority on anyone, affords no protection, and justifies no  
6 acts performed under it...'

7 'A void act cannot be legally consistent with a valid one. An  
8 unconstitutional law cannot operate to supersede any existing valid  
9 law. Indeed, insofar as a statute runs counter to the fundamental law of  
10 the land, it is superseded thereby.'

11 'No one is bound to obey an unconstitutional law and no courts are  
12 bound to enforce it.'" [emphasis added]

13 53. As expressed once again in the U.S. Constitution, **Article VI:**

14 "This Constitution, and the laws of the United States which shall be made in  
15 pursuance thereof; and all treaties made, or which shall be made, under the  
16 authority of the United States, **shall be the supreme law of the land; and the**  
17 **judges in every State shall be bound thereby**, anything in the Constitution  
18 or laws of any State to the contrary notwithstanding."

19 54. All U.S. and State government officials are therefore hereby put on notice  
20 that any violations of their contractual obligations and fiduciary duties to  
21 act in accordance with their U.S. Constitution, may result in prosecution to  
22 the full extent of the law, as well as the application of all available legal  
23 remedies to recover damages suffered by any parties damaged by any  
24 actions of U.S. and State government officials in violation of the U.S.  
25 Constitution.

26 **Revocation of 'Power of Attorney':**

27 55. Furthermore, I, Kevin, of the Walker Family, proceeding *sui juris*, In  
28 **Propria Persona, by Special Limited Appearance, hereby revoke, rescind,**

**and make void ab initio**, all powers of attorney, in fact or otherwise, implied in law or otherwise, signed either by me or anyone else, as it pertains to the Social Security Number assigned to, WALKER, KEVIN LEWIS, as it pertains to any BIRTH CERTIFICATES/BANK NOTES, BONDS, TRUSTS, DEPOSIT ACCOUNTS, SECURITIES, SECURITIES ACCOUNTS, INVESTMENTS, marriage or business licenses, or any other licenses or certificates issued by any and all government or quasi-governmental entities, due to the use of various elements of fraud by said agencies to attempt to deprive me of my Sovereignty and/or property.

56. I, Kevin, of the Walker Family, proceeding *sui juris*, **In Propria Persona**, by *Special Limited Appearance*, hereby waive, cancel, repudiate, and refuse to knowingly accept any alleged "benefit" or gratuity associated with any of the aforementioned licenses, numbers, or certificates. I do hereby revoke and rescind all powers of attorney, in fact or otherwise, signed by me or otherwise, implied in law or otherwise, with or without my consent or knowledge, as it pertains to any and all property, real or personal, corporeal or incorporeal, obtained in the past, present, or future. I am the sole and absolute legal owner and possess *allodial* title to any and all such property.

57. **Take Notice** that I, Kevin, of the Walker Family, proceeding *sui juris*, **In Propria Persona**, by *Special Limited Appearance*, also revoke, cancel, and make **void ab initio** all powers of attorney, in fact, in **presumption, or otherwise**, signed either by me or **anyone** else, claiming to act on my behalf, with or without my consent, as such power of attorney pertains to me or any property owned by me, by, but not limited to, any and all quasi/colorable, public, governmental entities or corporations on the grounds of constructive fraud, concealment, and nondisclosure of pertinent facts.

### **'Attorney-in-Fact' : Legal Authority and Recognition**

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

5 59. According to Bouvier's Law Dictionary, Black's Law Dictionary (1st, 2nd, and  
6 8th editions), and the American Bar Association (ABA):

- 7 • An **attorney-in-fact** derives their authority from a written instrument,  
8 commonly referred to as a "**power of attorney**."
- 9 • A **constituent** may lawfully delegate authority to an **attorney-in-fact** to act  
10 in their place.
- 11 • This designation is distinct from an **attorney-at-law**, as it pertains to an  
12 individual acting under a **special agency or letter of attorney** for particular  
13 actions.
- 14 • Even individuals who are otherwise disqualified from acting in their own  
15 legal capacity, such as minors or married women (historically referred to as  
16 **femes covert**s), may act as an **attorney-in-fact** for others if they have the  
17 necessary understanding.

18 60. **Black's Law Dictionary** defines an attorney-in-fact as follows:

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

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

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

4       **Statutory and U.C.C. Recognition of 'Attorney-in-Fact' Authority**

5 62. The authority of an attorney-in-fact is explicitly recognized in various statutory  
6 and commercial codes, reinforcing its binding nature:

- 7       • **U.C.C. § 3-402**: Establishes that an authorized representative, including an  
8       attorney-in-fact, can bind the principal in contractual and financial  
9       transactions.
- 10       • **28 U.S.C. § 1654**: Confirms that "**parties may plead and conduct their own**  
11       **cases personally or by counsel**", reinforcing the Plaintiffs' right to self-  
12       representation and the use of an attorney-in-fact.
- 13       • **26 U.S.C. § 2203**: Recognizes executors, including attorneys-in-fact, in  
14       matters of estate administration and tax liability.
- 15       • **26 U.S.C. § 7603**: Acknowledges that an attorney-in-fact may lawfully  
16       receive and respond to IRS summonses on behalf of the principal.
- 17       • **26 U.S.C. § 6903**: Confirms that fiduciaries, including attorneys-in-fact, are  
18       recognized in tax matters and are legally bound to act in their principal's  
19       best interest.
- 20       • **26 U.S.C. § 6036**: Establishes that attorneys-in-fact can handle affairs related  
21       to the administration of decedent estates and trust entities.
- 22       • **26 U.S.C. § 6402**: Grants attorneys-in-fact the authority to receive and  
23       negotiate tax refunds and credits on behalf of the principal.

24 63. Plaintiffs have clearly presented a valid "**Affidavit: Power of**  
25       **Attorney In Fact**" (Exhibit A), which lawfully confers the authority to  
26       act in this matter.

27 64. The legal principles established by the **UCC and statutory law further reinforce**  
28       **the binding authority of Plaintiffs' affidavits and agreements.**

65. Defendants' assertion that a trust cannot be represented by an attorney-in-fact contradicts well-established statutory, commercial, and legal principles.

66. By denying this legal reality, Defendants willfully engage in intentional misrepresentation and mockery of long-standing legal doctrine, further demonstrating their lack of credibility and bad faith in these proceedings.

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

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

68. THIS IS ACTUAL AND CONSTRUCTIVE NOTICE BY SPECIAL DEPOSIT FOR THE BENEFIT OF THE SECURED PARTY/GRANTEE BENEFICIARY/CLAIMANT IN THIS TRUST ACTION FOR THE CLAIMANT'S CLAIM: Notice of absolute claim of all investment, commodity and trust deposit account contract with attached collateral and proceeds to secure collateral, along with claim of TRADENAME/TRADEMARK, COPYRIGHT/PATENT of the Name KEVIN LEWIS WALKER, my mind, body, soul of infants, spirit, and Live Borne Record, and reject and **rebut** all assumptions and presumptions of being Property of any Cestui Que Vie Trust/ESTATE as mentioned under CANON 2055-2056, and assignment of all debt obligations to the Office of Secretary of the Treasury. Discharge all tax matters in accordance with but *not limited to*, U.C.C.



1 1-103, 2-202, 2-204, 2-206, 3-104, 3-311, 3-601, 3-603, 9-104, 9-105, 9-150, 9-509, and  
2 House Joint Resolution 192 of June 5 1933, public law 73-10, and 31 U.S.C. §§  
3 3123, 5118, and 18 U.S.C. 8.

4 69. I affirm that all of the foregoing is true and correct. I affirm that I am of lawful  
5 age and am competent to make this Affidavit. I hereby affix my own autograph  
6 to all of the affirmations in this entire document with explicit reservation of all  
7 my *unalienable* rights and my specific common law right not to be bound by any  
8 contract or obligation which I have not entered into knowingly, willingly,  
9 voluntarily, and without misrepresentation, duress, or coercion.

### 10 **Rejection of ALL Presumptions & Legal Assumptions**

11 70. Affiant, hereby rejects **any and all assumptions or presumptions** that:

- 12 1. Affiant and/or Plaintiffs or their estates are subject to any unauthorized  
13 jurisdiction.
- 14 2. Any implied contractual obligations exist between Affiant and/or Plaintiffs  
15 and Defendants that have not been expressly agreed upon.
- 16 3. Affiant and/or Plaintiffs have waived or surrendered any inherent rights  
17 under **the Constitution, common law, or natural law.**

### 18 **MINIMUM CONACTS and compelled or presumed "benefits"**

19 71. Common examples of compelled or presumed "benefits" that create artificial or  
20 pretended jurisdiction include:

- 21 **1. The use of Federal Reserve Notes to discharge my debts.** I have used these  
22 only because in America, there is no other widely recognized currency.
- 23 **2. The use of a bank account, with my signature on the bank signature card.** If  
24 there is any hidden contract behind the bank signature card, my signature  
25 thereon gives no validity to it. The signature is only for verification of  
26 identity. I **cannot** be obligated to fulfill no hidden or unrevealed contract  
27 whatsoever, due to the absence of full disclosure and voluntary consent.  
28 Likewise, my use of the bank account thereof is due to the absence of a bank

1 not associated with the Federal Reserve system. In general, people have been  
2 prevented from issuing their own currencies, and such prevention is in  
3 violation of the United States Constitution. Were there an alternative, I would  
4 be happy to use it. To not use any bank at all is impossible or very difficult, as  
5 everyone knows, in today's marketplace.

6 **3. The use of a Social Security number.** The number normally assigned to  
7 persons of subject status, I use exceptionally, under duress, only because of  
8 the extreme inconvenience of operating without one in today's marketplace,  
9 where it is requested by banks, employers, lenders, and many other  
10 government agencies and businesses. My reason for using it is *not* because I  
11 wish to participate in the Social Security system, as I don't wish to  
12 participate. Let it be known that I use the Social Security number assigned to  
13 me *for information only*.

14 **4. The use of a 'driver's license'.** As a **free man on land and American**  
15 **national**, there is no legal requirement for me to have such a license for  
16 traveling in my car. Technically, the unrevealed legal purpose of driver's  
17 licenses is commercial in nature. Since I don't carry passengers for hire, there  
18 is no law requiring me to have a license to travel for my own pleasure and  
19 that of my family and friends. However, because of the lack of education of  
20 police officers on this matter, should I be stopped for any reason and found to  
21 be without a license, it is likely I would be ticketed and fined or obligated to  
22 appear in court. Therefore, under duress, I carry a license to avoid extreme  
23 inconvenience.

24 **5. State plates on my car.** Similarly, even though technically, my car does not fit  
25 the legal definition of a "motor vehicle," which is used for commercial  
26 purposes, nevertheless, I have registered it with the state and carry the state  
27 plates on it, because to have any other plates or no plates at all, causes me to  
28 run the risk of police officer harassment and extreme inconvenience.

- 1     **6. Past tax returns filed.** Any tax returns I may have filed in the past, were filed due to  
2     the dishonest atmosphere of fear and intimidation created by the Internal Revenue  
3     Service (IRS) and the local assessors' offices; not because there is any law requiring  
4     me to do so. Once I discovered that the IRS and other tax agencies have been  
5     misinforming the public, I have felt it is my responsible duty to society to terminate  
6     my voluntary participation. Because such returns were filed under Threat, Duress,  
7     and Coercion (TDC), and no two- way contract was ever signed with full disclosure,  
8     there is nothing in any past filing of returns or payments that created any valid  
9     contract. Therefore, no legal obligation on my part was ever created.
- 10    **7. BIRTH CERTIFICATE.** The fact that a BIRTH CERTIFICATE was granted to  
11    me by a local hospital or government agency when I entered this world, is  
12    irrelevant to my Sovereignty. No status, high or low, can be assigned to  
13    another person through a piece of paper, without the recipient's full  
14    knowledge and consent. Therefore, such a piece of paper provides date and  
15    place information only. It indicates nothing about jurisdiction, nothing about  
16    property ownership, nothing about rights, and nothing about subject status.  
17    The only documents that can have any legal meaning, as it concerns my  
18    status in society, are those which I have signed as an **adult, with full**  
19    **knowledge and consent, free from misrepresentation or coercion of any**  
20    **kind.**
- 21    **8.** "Neither slavery nor involuntary servitude, except as a punishment for  
22    crime whereof the party shall have been duly convicted, shall exist  
23    within the United States, or any place subject to their jurisdiction."
- 24    **9. Declaration of Citizenship.** Any document I may have ever signed, in which  
25    I answered "yes" to the question, "Are you a U.S. citizen?" - **cannot** be used to  
26    compromise my status as a non-citizen national/national/Sovereign, nor  
27    obligate me to perform in any manner. This is because without full **written**  
28    **disclosure of the definition and consequences** of such supposed

"citizenship," provided in a document bearing my signature given freely without misrepresentation or coercion, there can be no legally binding contract.

72. I, Kevin/ Affiant, am **NOT** a "United States citizen" subject to its jurisdiction.

The United States is an entity created by the U.S. Constitution with jurisdiction as described on the following pages of this Affidavit. I am **NOT** a "resident of," an "inhabitant of," a "franchise of," a "subject of," a "ward of," the "property of," the "chattel of," or "subject to the jurisdiction of" any corporate federal government, corporate state government, corporate county government, corporate city government, or corporate municipal body politic created under the authority of the U.S. Constitution. I am not subject to any legislation, department, or agency created by such authorities, nor to the jurisdiction of any employees, officers, or agents deriving their authority therefrom. Further, I am **not** a subject of the **Administrative and Legislative Article IV Courts** of the several states, or **Article I Courts** of the United States, or bound by precedents of such courts, **deriving their jurisdiction from said authorities**.

73. **Take Notice** that I hereby revoke, cancel, and make void ab initio any such instrument or any presumed election made by any of the several states or the United States government or any agency or department thereof, that I am or ever have voluntarily elected to be treated as a 'United States citizen' subject to its jurisdiction or a resident of any territory, possession, instrumentality or enclave under the sovereignty or exclusive jurisdiction of any of the several states or of the United States as defined in the U.S.

**Constitution in Article I, Section 8, Clause 17 and Article IV, Section 3, Clause 2.**

74. **Past voter registration.** Similarly, since no obligation to perform in any manner was ever revealed in print, as part of the requirements for the supposed "privilege" to vote for government officials, any such registration on my part cannot be legal evidence of any obligation to perform. Likewise, I have granted NO jurisdiction over me, to any political office. It is my inherent right to vote on

elections or issues that I feel affect all of society; NOT because I need anyone to rule over me. On the contrary - I have used the voting process only to instruct *my public servants* what a Citizen and Sovereign would like done.

75. **Use of the 2-letter state code and zip code.** My use of the 2-letter state code and zip code in my "address," which is secretly codified to indicate United States "federal zone" jurisdiction, has no effect whatsoever on my Sovereign status. Simply by receiving or sending "mail" through a quasi-federal messenger service, the postal service, at a location indicated with a 2-letter state code and zip code, cannot place me under federal jurisdiction or obligation. Such a presumption would be ludicrous. Under duress, I use these codes only for the purposes of information and making it more efficacious for the U.S. Postal Service to deliver my mail.

76. **Use of semantics.** There are some immature people with mental imbalances, such as the craving to dominate other people, who masquerade as "government." Just because they alter definitions of words in the law books to their supposed advantage, doesn't mean I accept those definitions. The fact that they define the words "person," "address," "mail," "resident," "motor vehicle," "driving," "passenger," "employee," "income," and many others, in ways different from the common usage, so as to be associated with a subject or slave status, means nothing in real life.

77. **Because the courts have become entangled in the game of semantics, be it known to all courts and all parties,** that if I have ever signed any document or spoken any words on record, using words defined by twists in the law books different from the common usage, there can be no effect whatsoever on my Sovereign status in society thereby, nor can there be created any obligation to perform in any manner, by the mere use of such words. Where the meaning in the common dictionary differs from the meaning in the law dictionary, it is the meaning in common dictionary that prevails, because it is more trustworthy.

78. Such compelled and supposed "benefits" include, but are not limited to, the  
aforementioned typical examples. My use of such alleged "benefits" is **under  
duress only, and is with full reservation of all my common law rights**. I have  
waived **none** of my intrinsic rights and freedoms by my use thereof.  
**Furthermore**, my use of such compelled "benefits" may be temporary, until  
better alternatives become available, practical, and widely recognized.

**DEMAND for JUDICIAL NOTICE, Due Process, and Application of RES  
JUDICATA, STARE DECISIS, and COLLATERAL ESTOPPEL**

79. Affiant and Plaintiffs hereby demand that this Honorable Court take Judicial  
Notice of the attached 'VERIFIED Affidavit of Constitutional Authority,  
Supremacy Clause, American Sovereignty, Federal Jurisdiction, national/non-  
citizen national (State Citizen) Status, Estate Claim, and Rebuttal of All Legal  
Presumptions', along with all supporting constitutional provisions, statutory  
authorities, case law, precedents, and controlling legal principles.

80. Pursuant to Maxims of Law, silence or failure to contest this Affidavit and its  
claims shall constitute agreement by silent acquiescence, tacit agreement, and  
tacit procurement.

81. Furthermore, Plaintiffs invoke the doctrines of Res Judicata, Stare Decisis, and  
Collateral Estoppel, which **bar** any party from relitigating settled matters,  
require adherence to established precedent, and preclude any contradictory  
rulings on claims and issues already resolved under law.

**NOTICE of Rebuttal Requirements**

82. Any rebuttal must be submitted in the form of a **sworn, point-for-point  
rebuttal under penalty of perjury**, and supported by **contract law, equity and  
fairness, principles, and including but not limited to the following legal  
maxims:**

- **IN COMMERCE TRUTH IS SOVEREIGN.** — Truth is sovereign -- and the  
Sovereign tells only the truth.



- 1 • TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.
- 2 • AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.
- 3 – “He who does not deny, admits.”
- 4 • AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN
- 5 COMMERCE. “There is nothing left to resolve.”

### 6 NOTICE to Government Officials & Private Entities

7 83. Any act, policy, regulation, statute, or court ruling that diminishes, infringes  
8 upon, or usurps the People’s sovereignty is void, unlawful, unconstitutional,  
9 and repugnant to the Constitution (*Marbury v. Madison*, 5 U.S. 137 (1803)).

10 84. Therefore, I, Kevin: Walker, a natural, *freeborn sovereign*, state Citizen:  
11 Californian/ American *national* of the **republic**, as recognized under the  
12 **De’Jure** Constitution for the United States (1777/1789), proceeding *sui*  
13 *juris, In Propria Persona, by Special Limited Appearance, hereby assert*  
14 *and affirm:*

- 15 • I am not a “subject” of the federal government.
- 16 • I do not require permission to exercise rights granted by my Creator
- 17 (which is NOT You).
- 18 • Every Government official is a *public servant*, **not** ruler.
- 19 • The Bill of Rights serves as a restriction on government – **not** the People.
- 20 • Any action that compels Americans into involuntary servitude under
- 21 *contracts (implied, constructive, invisible and visible)*, unlawful taxation,
- 22 or compelled performance violates Constitutional and common law
- 23 protections.

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

26 86. "All are presumed to know the law." **San Francisco Gas Co. v. Brickwedel**  
27 (1882), 62 C. 641; **Dore v. Southern Pacific Co.** (1912), 163 C. 182, 124 P. 817;  
28 **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.

87. "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.

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

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

90. Again for the record, I, Kevin/Affiant, *sui juris*, hereby affirm and assert that I am a good man of integrity, honor, and honesty, and have NOT harmed any man or woman, nor have I damaged any property.

91. Again for the record, I, Kevin/ Affiant, *proceeding sui juris*, by *Special Limited Appearance*, herby invoke *equity and fairness*.

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

93. Again for the record, I, Kevin/ Affiant, *proceeding sui juris*, by *Special Limited Appearance*, 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 with complete and full disclosure, and without misrepresentation, duress, or coercion. 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.

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

95. **ALL ARE EQUAL UNDER THE LAW.** — "No one is above the law".

96. **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE EXPRESSED.** — "To lie is to go against the mind."

97. **IN COMMERCE TRUTH IS SOVEREIGN.** — Truth is sovereign -- and the Sovereign tells only the truth.

98. **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.**

99. **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.** — "He who does not deny, admits."

102. 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."

9 FURTHER AFFIANT SAYETH NOT.

11 COMMERCIAL OATH AND VERIFICATION:

13 ) Commercial Oath and Verification

15 I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding  
16 in good faith being of sound mind states that the facts contained herein are true,  
17 correct, complete and not misleading to the best of Affiant's knowledge and belief  
18 under penalty of International Commercial Law and state this to be HIS Affidavit of  
19 Truth regarding same signed and sealed this 1ST day of APRIL in the year of Our  
20 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

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

sui juris, By Special Limited Appearance,

By: Donnabelle Mortel  
Donnabelle: Mortel (WITNESS)

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

1. Exhibit A: Affidavit: Power of Attorney In Fact'
2. E Exhibit B: Affidavit and Contract Security Agreement #RF775820621US, titled:  
NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING,  
CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,  
IDENTITY THEFT, EXTORTION, COERCION, TREASON.
3. Exhibit C: Affidavit and Contract Security Agreement #RF775821088US, titled:  
NOTICE OF DEFAULT, and FRAUD, RACKETEERING, CONSPIRACY,  
DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT,  
EXTORTION, COERCION, TREASON
4. Exhibit D: Affidavit and Contract Security Agreement #RF775822582US, titled:  
NOTICE OF DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF  
FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS  
UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION,  
KIDNAPPING.
5. Exhibit E: Affidavit and Contract Security Agreement #RF775823645US, titled:  
Affidavit Certificate of Dishonor, Non-response, DEFAULT, JUDGEMENT, and  
LIEN AUTHORIZATION.
6. Exhibit F: VERIFIED COMPLAINT FOR FRAUD, BREACH OF CONTRACT,  
THEFT, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,

1 CONSPIRACY, RACKETEERING, KIDNAPPING, TORTURE, and SUMMARY  
2 JUDGEMENT AS A MATTER OF LAW. Filed **March 11, 2025**.

3 7. **Exhibit G:** AFFIDAVIT RIGHT TO TRAVEL CANCELLATION, TERMINATION,  
4 AND REVOCATION of COMMERCIAL “For Hire” DRIVER’S LICENSE  
5 CONTRACT and AGREEMENT. LICENSE/BOND # B6735991.

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

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

8 10. **Exhibit J:** <sup>TM</sup>KEVIN LEWIS WALKER© Trademark and Copyright Agreement.

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

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

11 13. **Exhibit M:** Copy of *Fraudulent* NOTICE titled, ‘MISDEMEANOR COMPLAINT  
12 & NOTICE TO APPEAR’. — Dated 03/14/2025 and received 03/25/2025.

13 //

## 14 **WORDS DEFINED GLOSSARY OF TERMS:**

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

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



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

9 2. **Attorney:** Strictly, one who is designated to transact business for another; a  
10 legal agent. — Also termed attorney-in-fact; private attorney. 2. A person who  
11 practices law; LAWYER. Also termed (in sense 2) attorney-at-law; public  
12 attorney. A person who is appointed by another and has authority to act on  
13 behalf of another. *See also* POWER OF ATTORNEY. *See, Black's Law Dictionary*  
14 *8th Edition, pages 392-393, Oxford Dictionary or Law, 5th Edition, page 38,*  
15 *American Bar Association's website.*

16 3. **financial institution:** a person, an individual, a private banker, a business  
17 engaged in vehicle sales, including automobile, airplane, and boat sales,  
18 persons involved in real estate closings and settlements, the United States  
19 Postal Service, a commercial bank or trust company, any credit union, an  
20 agency of the United States Government or of a State or local government  
21 carrying out a duty or power of a business described in this paragraph, a broker  
22 or dealer in securities or commodities, a currency exchange, or a business  
23 engaged in the exchange of currency, funds, or value that substitutes for  
24 currency or funds, financial agency, a loan or finance company, an issuer,  
25 redeemer, or cashier of travelers' checks, checks, money orders, or similar  
26 instruments, an operator of a credit card system, an insurance company, a  
27 licensed sender of money or any other person who engages as a business in the  
28 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.*

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.

//

# PROOF OF SERVICE

STATE OF CALIFORNIA )

) SS.

COUNTY OF RIVERSIDE )

I competent, over the age of eighteen years, and not a party to the within action. My mailing address is the Walkernova Group, care of: 30650 Rancho California Road suite 406-251, Temecula, California [92591]. On **April 1, 2025**, I served the within documents:

1. **VERIFIED AFFIDAVIT OF CONSTITUTIONAL AUTHORITY, RESERVATION OF RIGHTS, ABSENCE OF CORPUS DELICTI, SUPREMACY CLAUSE, AMERICAN SOVEREIGNTY, FEDERAL JURISDICTION, NATIONAL/NON-CITIZEN NATIONAL (STATE CITIZEN) STATUS, ESTATE CLAIM, MINIMUM CONTACTS, AND *REBUTTAL* OF ALL *PRESUMPTIONS*.**
2. **NOTICE OF FILING VERIFIED AFFIDAVIT OF CONSTITUTIONAL AUTHORITY, RESERVATION OF RIGHTS, ABSENCE OF CORPUS DELICTI, SUPREMACY CLAUSE, AMERICAN SOVEREIGNTY, FEDERAL JURISDICTION, NATIONAL/NON-CITIZEN NATIONAL (STATE CITIZEN) STATUS, ESTATE CLAIM, MINIMUM CONTACTS, AND *REBUTTAL* OF ALL *PRESUMPTIONS*.**

3. **Exhibits 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.

Wesley Hsu  
C/o HONORABLE WESLEY HSU  
350 West 1st Street, Courtroom 9B, 9th Floor  
Los Angeles, California [90012]  
**Registered Mail #RF775824478US with form 3811**

Clerk(s), Agent(s), Fiduciary(ies), Trustee(s)  
C/o CLERK OF COURT / MENIFEE JUSTICE CENTER  
30755 Auld Road - D  
Murrieta, California [92563]  
**Registered Mail #RF775824420US with form 3811**

Pam Bondi  
C/o U.S. DEPARTMENT OF JUSTICE  
950 Pennsylvania Avenue  
Washington, District of Columbia [20530-0001]



**Registered Mail #RF775824481US with form 3811**

Kash Patel  
C/o FBI Headquarters  
935 Pennsylvania Avenue, North West  
Washington, District of Colombia [20535-0001]  
**Registered Mail #RF775824495US with form 3811**

Michael Hestrin and Miranda Thomson  
C/o OFFICE OF THE DISTRICT ATTORNEY  
3960 Orange Street  
Riverside, California [92501]  
**Registered Mail #RF775824504US with form 3811**

Rob Bonta  
C/o OFFICE OF THE ATTORNEY GENERAL  
1300 "I" Street  
Sacramento, California [95814-2919]  
**Registered Mail #RF775824518US with form 3811**

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

Wesley Hsu  
C/o HONORABLE WESLEY HSU  
350 West 1st Street, Courtroom 9B, 9th Floor  
Los Angeles, California [90012]  
[WLH\\_Chambers@cacd.uscourts.gov](mailto:WLH_Chambers@cacd.uscourts.gov)

Clerk(s), Agent(s), Fiduciary(ies), Trustee(s)  
C/o CLERK OF COURT / MENIFEE JUSTICE CENTER  
30755 Auld Road - D  
Murrieta, California [92563]  
[ssherman@law4cops.com](mailto:ssherman@law4cops.com)  
[jsinz@riversidesheriff.org](mailto:jsinz@riversidesheriff.org)  
[wpratt@riversidesheriff.org](mailto:wpratt@riversidesheriff.org)

Pam Bondi  
C/o U.S. DEPARTMENT OF JUSTICE  
950 Pennsylvania Avenue  
Washington, District of Colombia [20530-0001]  
[crm.section@usdoj.gov](mailto:crm.section@usdoj.gov)

Kash Patel  
C/o FBI Headquarters  
935 Pennsylvania Avenue, North West  
Washington, District of Colombia [20535-0001]  
[crm.section@usdoj.gov](mailto:crm.section@usdoj.gov)

Rob Bonta  
C/o OFFICE OF THE ATTORNEY GENERAL

1300 "I" Street  
Sacramento, California [95814-2919]  
[police-Practices@doj.ca.gov](mailto:police-Practices@doj.ca.gov)

Michael Hestrin and Miranda Thomson  
C/o OFFICE OF THE DISTRICT ATTORNEY  
3960 Orange Street  
Riverside, California [92501]  
[DAOffice@rivco.org](mailto:DAOffice@rivco.org)

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **April 1, 2025** in Riverside County, California.

/s/Donnabelle Mortel/  
Donnabelle Mortel

//

**NOTICE:**

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

//

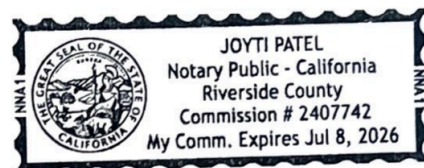
**JURAT:**

State of California )  
County of Riverside ) 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 1st day of April, 2025, by Kevin Walker, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Joyti Patel Notary public  
print  
Joyti Patel Seal:



-Exhibit Q-

**Kevin: Realworldfare** (formerly know as, Kevin: Walker)

**Care of:** 30650 Rancho California Road # 406-251

Temecula, California [00000]

*non-domestic without* the United States

Email: [team@walkernovagroup.com](mailto:team@walkernovagroup.com)

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

**Respondent(s)/Att'n:** Donald Trump, Pam Bondi, Scott Bessent,  
Marco Rubio, Shirley Weber, Steve Gordon, Fiduciary(ies), Does 1- ∞ Inclusive.  
THE UNITED STATES OF AMERICA, U.S. TREASURY, RIVERSIDE COUNTY  
SHERIFF, SOCIAL SECURITY ADMINISTRATION, U.S. DEPARTMENT OF STATE,  
UNITED STATES POSTAL SERVICE, SECRETARY OF STATE, THE WHITE HOUSE,  
STATE OF CALIFORNIA, INTERNAL REVENUE SERVICE, U.S. ATTORNEY GENERAL,  
CALIFORNIA DEPARTMENT OF MOTOR VEHICLES (DMV),  
U.S. DEPARTMENT OF TRANSPORTATION, CALIFORNIA HIGHWAY PATROL (CHP),  
CALIFORNIA FRANCHISE TAX BOARD, ALL CORPORATE AGENCIES.

## **Affidavit of Truth: Name Correction, Name Decree, Claim of Estate, Title Correction, and Secured Interest Perfected, and Political Status Declaration**

**KNOW ALL MEN BY THESE PRESENT**, that I, **Kevin: Realworldfare**,  
proceeding *sui juris*, by *Special Limited Appearance*, **not** generally, in **private  
capacity**, expressly **not** pro se, as the *Real Party in Interest* and *Secured  
Party*, being over the age of 18, competent to testify, and having firsthand  
knowledge of the facts stated herein, do hereby declare, certify, verify, and  
affirm under penalty of perjury under the laws of the United States of  
America, that the following is true, correct, and complete to the best of my  
knowledge, belief, and understanding, and made in good faith:

1. **Affiant:** I, the **living man and living soul** known as **Kevin: Realworldfare**,  
formerly associated by **constructive error or fraud** under the name **KEVIN  
LEWIS WALKER** (and any derivative thereof, including but not limited to  
“Kevin Lewis Walker” or “Kevin L. Walker”), hereby issue this **Affidavit and  
Declaration of Truth** to lawfully correct the public record for myself *and* for my  
rightful offspring, preserving and asserting my lawful political status, secured  
rights, and private standing **under natural law, common law, and equity**.

## I. NAME DECREE AND CORRECTION

2. It is hereby declared, asserted, and affirmed that the ALL CAPITALS name “KEVIN LEWIS WALKER” or any derivative or variation thereof, including but not limited to “Kevin Lewis Walker” or “Kevin L. Walker,” represents a legal fiction, a corporate entity, or transmitting utility created and/or administered *without* full disclosure, and is **not** the living man, Kevin: Realworldfare.
3. I, Kevin: Realworldfare, *sui juris*, correct the private and public record to reflect my true, lawful, and private name as:
- Kevin: Realworldfare**
- wherein “Kevin” is my given name and “Realworldfare” is my chosen family appellation and surname, **free of** foreign jurisdiction, commercial adhesion, or any unrevealed contracts.
4. I affirm that my lawful offspring — **Adonis: Realworldfare** and **Zoiya: Realworldfare** — were each erroneously and fraudulently identified and registered at birth under the corporate legal fictions/ens legis, **ADONIS ESCAREZ MORTEL WALKER** and **ZOIYA ESCAREZ MORTEL WALKER**, respectively.
5. I hereby lawfully correct the record for both, simultaneously with my own correction, and declare the dissolution and rebuke of any and all presumptions arising from said artificial constructs. Their true and proper names are now and henceforth established as declared and decreed above, reflecting their private, living, and sovereign identities — **free from any** federal, municipal, corporate, or territorial claim, trust, or commercial presumption. This correction stands as lawful fact and private right, executed under my authority as their creator, natural father, and lawful guardian.

## II. POLITICAL STATUS

6. I, Kevin: Realworldfare, am **not** a “U.S. citizen” under the corporate construct of the Fourteenth Amendment, **nor am I** a “resident” or “person” subject to the

jurisdiction of the federal municipal corporation known as the “United States” as defined in 28 U.S.C. § 3002(15)(A).

7. I am a, natural freeborn sovereign, **state Citizen, American national of the republic** under the **de jure Constitution for the United States (1777/1789)**, and **non-citizen national** of the **Republic** by natural birthright, holding full **inherent and *unalienable*** rights secured by the Constitution for the united states of America, the Declaration of Independence, and the **immutable laws of nature and equity**.

8. Any and all **presumptions** of:

- Corporate citizenship,
- Commercial suretyship,
- Subject status under foreign municipal or statutory law,
- Constructive agency, or
- Adhesion to corporate franchises are hereby fully **rebutted, denied, nullified, and corrected** for myself and for my minor offspring.

### **III. CLAIM OF ESTATE, TITLE CORRECTION, AND SECURED INTEREST PERFECTED**

9. By natural right, and under the maxims of law, equity, and common law jurisdiction, I hereby declare, proclaim, and lawfully assert my Claim of my Estate, including all rights of inheritance, title, and beneficial interest therein. This Claim includes all rights, properties, trusts, derivatives, and interests associated with my name, my person, and my lineage. As lawful claimant and living beneficiary, I now assert correction of record and total reversion of interest and control over said estate, and therefore state the following for the record:

- Any and all presumptions of ownership, control, administration, or beneficial interest in my name, estate, body, mind, soul, or offspring — whether arising under constructive trusts, Cestui Que Vie trusts, corporate



1 fictions, or any other legal artifice — are hereby rebutted, nullified, and  
2 voided upon this proper and lawful record correction.

- 3 • Any and all estates, titles, trusts, securities, collateral interests, or derivative  
4 instruments fraudulently or presumptively created against my interest —  
5 without full disclosure, lawful contract, or my knowing, willing, and  
6 voluntary consent — are hereby lawfully reclaimed, corrected, redeemed,  
7 and affirmed in my favor, under natural law, common law, equity, and  
8 commercial law.
- 9 • Any public officer, executor, trustee, administrator, agent, or person  
10 presuming to operate, administer, or control any presumed trust estate, title,  
11 account, or derivative in my name or estate without lawful authority is  
12 hereby noticed of fraud, breach of fiduciary duty, breach of trust, ultra vires  
13 acts, and commercial injury, and is subject to immediate removal, personal  
14 liability, and lawful remedy without further notice.
- 15 • **This lawful Claim of Estate stands *perfected* by public notice and filing of**  
16 **UCC-1 Financing Statement No. [2024385925-4](#) and [2025470746-9](#),**  
17 **establishing superior security interest, priority lien rights, and *perfected***  
18 **title, and stands as a matter of public and private record, self-executing**  
19 **and self-authenticating, effective immediately nunc pro tunc, ab initio,**  
20 **without further contest, requiring full recognition and enforcement under**  
21 **the highest principles of law, equity, and good conscience.**

22 10. As a competent living man, having reached the age of majority, I stand as the  
23 **Lawful Claimant, Equitable Title Holder, and Secured Party** of my true estate  
24 and assets, both **private and public**, by lawful right, by *perfected* commercial  
25 operation of law, and by divine endowment.

#### 26 **IV. RESERVATION OF RIGHTS**

27 11. I expressly reserve all unalienable rights — past, present, and future — **nunc pro**  
28 **tunc, ab initio**, without prejudice, without waiver, and without diminishment,

as secured under natural law, common law, trust law, equity, and commercial law. This reservation is preserved and affirmed under the following authorities:

- **UCC § 1-308:** Reservation of rights without prejudice to all remedies.
- **UCC § 1-103:** Preservation of all common law rights and equitable remedies.
- **The Declaration of Independence:** Affirming inherent, unalienable rights endowed by the Creator.
- **The Law of Nations:** Securing the sovereignty and dignity of free men and women among nations

12. No tacit, implied, presumed, or constructive contract, agency relationship, or adhesion shall arise against my private rights or the rights of my minor offspring **absent full disclosure and knowing, willing, voluntary agreement by my wet-ink signature.**

13. My signature affixed herein is solely for the purpose of identification and affirmation of facts as stated and **shall not be construed as consent to any foreign, corporate, or administrative jurisdiction.**

### **V. PUBLIC NOTICE**

14. This Affidavit shall serve as lawful, binding, and constructive notice to all public officials, agencies, courts, corporations, and other persons, that the living man known as **Kevin: Realworldfare**, along with his minor offspring named herein, have lawfully corrected and recorded their names, political status, and standing upon both the public and private record.

15. Any continued misrepresentation, unauthorized use, presumption of agency, or compelled association with the artificial legal entities or corporate fictions styled as "**KEVIN LEWIS WALKER**," "**ADONIS ESCAREZ MORTEL WALKER**," "**ZOIYA ESCAREZ MORTEL WALKER**," or *any* derivative or variation thereof, **shall** constitute *willful* fraud, identity theft, unlawful conversion, and commercial injury, and shall be deemed knowing violations of private rights under color of law,

1     subjecting all involved parties to full commercial, civil, and criminal  
2     liability

3     16. **ALL ARE EQUAL UNDER THE LAW.** — “No one is above the law”.

4     17. **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE**  
5     **EXPRESSED.** — “To lie is to go against the mind.”

6     18. **IN COMMERCE TRUTH IS SOVEREIGN.** — Truth is sovereign -- and the  
7     Sovereign tells only the truth.

8     19. **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.**

9     20. **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.** —  
10     “He who does not deny, admits.”

11    21. **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN**  
12    **COMMERCE.** - “There is nothing left to resolve.”

13    22. **WORKMAN IS WORTHY OF HIS HIRE.** — “It is against equity for freemen  
14    not to have the free disposal of their own property.”

15    23. **HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.** - “He  
16    who does not repel a wrong when he can occasions it.”

17    //

18    Executed “*without the United States*” in compliance with **28 USC § 1746.**

19    **FURTHER AFFIANT SAYETH NOT.**

20    //

21    //

22    //

23    //

24    //

25    //

26    //

27    //

28    //

**COMMERCIAL OATH AND VERIFICATION:**

County of Riverside )

) Commercial Oath and Verification

The State of California )

I, Kevin Realworldfare, 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 5th day of May in the year of Our Lord two thousand and twenty fiver:

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

By: Kevin Realworldfare

**Kevin: Realworldfare**, Secured Party, Real Party In Interest  
(formerly known as Kevin: Walker)

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.

**All rights reserved without prejudice or recourse, UCC § 1-308**

By: Corey David Walker

**Corey Walker** (Witness)

**All rights reserved without prejudice or recourse, UCC § 1-308**

By: Donnabelle Realworldfare

**Donnabelle: Realworldfare** (Witness)

//

//

//

# 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 or about **May 5, 2025**, I served the within documents:

**1. AFFIDAVIT OF TRUTH: NAME CORRECTION, NAME DECREE, CLAIM OF ESTATE, TITLE CORRECTION, AND SECURED INTEREST PERFECTED, AND POLITICAL STATUS DECLARATION**

**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.

Shirley Weber, Fiduciary(ies)  
C/o CALIFORNIA SECRETARY OF STATE  
1500 11th Street, 5th Floor  
Sacramento, CA [95814]  
**Registered Mail #RF775822931US**

Gavin Newsom, Fiduciary(ies)  
c/o CALIFORNIA GOVERNOR'S OFFICE  
1021 O Street, Suite 9000



1 Sacramento, CA [95814]

**Registered Mail #RF775822551US**

2 Rob Bonta, Fiduciary(ies)

3 c/o OFFICE OF THE ATTORNEY GENERAL

4 1300 "I" Street

5 Sacramento, CA [95814-2919]

**Registered Mail #RF775820944US**

6 Marco Rubio, Fiduciary(ies)

7 c/o U.S. DEPARTMENT OF STATE

8 2201 C Street NW

Washington, D.C. 20520

**Registered Mail #RF775820958US**

9 Scott Bessent, Fiduciary(ies)

10 C/o U.S. Department of Treasury

11 1500 Pennsylvania Avenue, North West

12 Washington, District of Colombia [20220]

**Registered Mail #RF775822273US**

13 Melanie Kruase, Fiduciary(ies)

14 C/o INTERNAL REVENUE SERVICE

15 1111 Constitution Avenue, North West

16 Washington, District of Colombia [20224]

**Registered Mail #RF775821715US**

17 Pam Bondi, Fiduciary(ies)

18 c/o U.S. DEPARTMENT OF JUSTICE

19 Civil Rights Division

20 950 Pennsylvania Avenue, North West

Washington, District of Colombia [20530-0001]

**Registered Mail #RF775822287US, with form 3811**

21  
22 I declare under penalty of perjury under the laws of the State of California  
23 that the above is true and correct. Executed on **May 5, 2025** in Riverside County,  
24 California.

25 /s/Chris Yarbra/  
Chris Yarbra

26 //

27 //

28 //



**NOTICE:**

Using a notary on this document does *not* constitute joinder adhesion, or consent to any foreign jurisdiction, *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

//

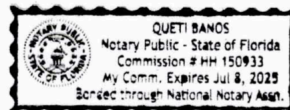
**JURAT:**

State of Florida  
County of Miami-Dade } ss.

Subscribed and sworn to (or affirmed) before me on this 5th day of May, 2025, by Kevin: Walker (Now Kevin: Realworldfare), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Quieti Banos Notary public  
print

Signature Quieti Banos (Seal)



-Exhibit R-

**Kevin: Realworldfare**

**Care of:** 30650 Rancho California Road # 406-251  
Temecula, California [00000]  
*non-domestic without* the United States  
Email: [team@walkernovagroup.com](mailto:team@walkernovagroup.com)

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



- Height: 5'9
- Weight: 143 lbs
- Eye Color: Brown
- Hair Color: Brown

## **Affidavit of Identity:**

**(American national / non-citizen national / state Citizen)**

**KNOW ALL MEN BY THESE PRESENT**, that I, **Kevin: Realworldfare**, a living man and living soul, proceeding *sui juris*, by *Special Limited Appearance*, **not** generally, in **private capacity**, expressly **not** pro se, as the *Real Party in Interest* and *Secured Party*, being over the age of 18, competent to testify, and having firsthand knowledge of the facts stated herein, do hereby declare, certify, verify, and affirm under penalty of perjury under the laws of the United States of America, that the following is true, correct, and complete to the best of my knowledge, belief, and understanding, and made in good faith:

### **I. Affiant Information:**

1. **Affiant:** **Kevin: Realworldfare**

**Date of mortal creation:** August 19, 1987

**Place of natural free birth:** on the land in the California Republic

**Living Status:** Living man, *sui juris*, non-citizen national/ America national of the Republic, state Citizen. Non-Assumpsit, Non-Resident Alien, Non-Person, Non Combatant, Non Taxpayer, Non-Federal Employee, Non-Driver, Non-Inhabitant, Non-Statutory, Non-citizen.

### **II. Jurisdiction:**

2. **Jurisdiction:** Non-statutory, common law, equity, and natural right.

**Statement of Identity:**

3. I, **Kevin: Realworldfare**, a living man born on the **land** commonly known as California, do hereby affirm and attest that I am who I claim to be. I am the living, breathing man known lawfully and factually as **Kevin: Realworldfare**, **and** this affidavit is made to establish and confirm my lawful identity for all lawful and legal purposes in the absence of corporate or government-issued identification.
4. I am **not** a corporate fiction, transmitting utility, trust, or legal person defined under statutory jurisdiction. I do not consent to be identified as an entity or legis.
5. I issue this affidavit under my sole and sovereign authority, witnessed and affirmed by those who know me personally, and hereby declare that all information herein is true, correct, and complete to the best of my knowledge, ability, and belief.
6. **IN COMMERCE TRUTH IS SOVEREIGN.**
7. **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.**
8. **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.**
9. **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN COMMERCE.** - "There is nothing left to resolve."
10. **HE WHO LEAVES THE BATTLEFIELD FIRST **LOSES BY DEFAULT.**** - "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.**

**COMMERCIAL OATH AND VERIFICATION:**

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

I, Kevin Realworldfare, 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 5th day of May in the year of Our Lord two thousand and twenty five:

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

By: Kevin Realworldfare  
**Kevin: Realworldfare**, Secured Party, Real Party In Interest

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: Corey Crystal Walker  
**Corey Walker** (Witness)

By: Donabelle Realworldfare  
**Donabelle: Realworldfare** (Witness)

**NOTICE:**

Using a notary on this document does **not** constitute joinder adhesion, or consent to any foreign jurisdiction, **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.

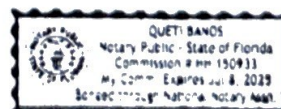
**IURAT:**

State of Florida }  
County of Miami-Dade } ss.

Subscribed and sworn to (or affirmed) before me on this 5th day of May, 2025, by Kevin Realworldfare, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Quieti Banos Notary public  
print

Signature Quieti Banos (Seal)



-Exhibit S-





Jeremiah D Raxter #276811

License Status: **Inactive**

Address: Riverside Superior Court, 30755-D Auld Road, Murrieta, CA 92563

More about This Attorney ▾

The table below shows an attorney's license status changes, disciplinary actions, and administrative actions. Some administrative suspensions are subject to automatic removal from the attorney profile page pursuant to the State Bar's **policy on removal of administrative actions**. Administrative suspensions are non-disciplinary actions resulting from noncompliance with administrative requirements, such as the requirement to pay licensing fees or comply with Minimum Continuing Legal Education. Administrative suspensions that meet the criteria in the State Bar's policy on removal of administrative actions would not be displayed below.

Date	License Status ⓘ	Discipline ⓘ	Administrative Action ⓘ
Present	Inactive		
4/18/2025	Inactive		
6/2/2011	Admitted to the State Bar of California		

Additional Information:

- **About the disciplinary system**

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-Exhibit T-



Charles Galton Rogers #64530

License Status: **Inactive**

Address: Inactive/retired judge, 3525 Del Mar Heights Rd., No. 196, San Diego, CA 92130

More about This Attorney ▾

The table below shows an attorney's license status changes, disciplinary actions, and administrative actions. Some administrative suspensions are subject to automatic removal from the attorney profile page pursuant to the State Bar's **policy on removal of administrative actions**. Administrative suspensions are non-disciplinary actions resulting from noncompliance with administrative requirements, such as the requirement to pay licensing fees or comply with Minimum Continuing Legal Education. Administrative suspensions that meet the criteria in the State Bar's policy on removal of administrative actions would not be displayed below.

Date	License Status	Discipline	Administrative Action
Present	Inactive		
2/20/2021	Inactive		
1/8/2001	Judge		
5/20/1999	Inactive		
3/13/1998	Active		
1/1/1996	Inactive		
11/4/1994	Active		
4/1/1994	Inactive		
1/17/1990	Judge		
6/30/1975	Admitted to the State Bar of California		

Additional Information:

- About the disciplinary system

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