

Kevin: Realworldfare (formerly Kevin: Walker)  
Donnabelle: Realworldfare (formerly Donnabelle: Mortel)  
C/o 30650 Rancho California Road # 406-251  
Temecula, California  
*non-domestic without* the United States  
Email: [team@walkernovagroup.com](mailto:team@walkernovagroup.com)

Secured Party, Fiduciary, Executor, and Authorized Representative,  
For the Plaintiffs/Secured Parties, <sup>TM</sup>WG PRIVATE IRREVOCABLE TRUST©,  
<sup>TM</sup>WG EXPRESS© TRUST, <sup>TM</sup>KEVIN WALKER© ESTATE,  
<sup>TM</sup>DONNABELLE MORTEL© ESTATE, <sup>TM</sup>MEMORY STARBURST TRUST©

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE**

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

*Plaintiffs,*

*vs.*

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

*Defendants,*

Case No. CVME2504043

**VERIFIED MOTION AND DEMAND FOR  
JUDGMENT ON THE PLEADINGS AND/  
OR SUMMARY JUDGMENT, AS A  
MATTER OF LAW**

**(SPECIAL LIMITED APPEARANCE —  
EQUITY JURISDICTION PRESERVED)**

**COMES NOW**, Plaintiffs, <sup>TM</sup>WG PRIVATE IRREVOCABLE TRUST© and  
<sup>TM</sup>WG EXPRESS© TRUST (hereinafter "Plaintiffs," "Secured Parties," and/or  
"Real Parties in Interest"), by *Special Limited Appearance*, **not** generally, by  
and through their duly appointed *Fiduciaries, Executors, and Authorized  
Representatives*, Kevin: Realworldfare and Donnabelle: Realworldfare, who  
also appear by *Special Limited Appearance* only, **not** pro se, and expressly  
*without waiver of any rights, immunities, or protections*. Said *Special*

1 *Limited Appearance* is made exclusively in **private capacity, in exclusive**  
2 **equity, as Secured Parties, Holders in Due Course, Executors, Master**  
3 **Beneficiaries, and Fiduciaries** of the respective Trust Estates as lawfully  
4 established and recorded:

5 Kevin: Realworld and Donnabella: Realworldfare are each a **state Citizen** and  
6 **American national** of the republic in its *de jure capacity* as one of the several  
7 states of the Union (1789), as also defined under 8 U.S.C. § 1101(a)(21) and §  
8 **1101(a)(22)(B)**, and is classified as a **non-citizen national of the United**  
9 **States**, thereby making him an **American national of the republic** under the  
10 **de jure Constitution for the united states (1777/1789)**.

11 **Plaintiffs/Secured Parties** hereby move this honorable Court pursuant to  
12 **California Code of Civil Procedure §§ 437c and 438** for entry of **Summary**  
13 **Judgment** or, alternatively, **Judgment on the Pleadings**, and states the  
14 following:

### 15 **I. GROUNDS FOR MOTION AND DEMAND**

16 Plaintiffs have filed a **verified** complaint for **Quiet Title, Declaratory Relief, and**  
17 **Equitable Remedies** based on **perfected** commercial filings, UCC liens, sworn  
18 affidavits, and publicly recorded GRANT DEEDS.

19 1. **Defendant MARINAJ PROPERTIES LLC has not merely failed to defend – its**  
20 **filings reflect procedural collapse, evidentiary default, and willful misconduct**  
21 **amounting to commercial dishonor and fraud**. Specifically:

- 22 • Defendant submitted a **procedurally void and facially** defective Cross-  
23 **Complaint**, which was **rejected by the Court and never docketed**, due to  
24 failure to comply with basic e-filing requirements – rendering it a **legal**  
25 **nullity**, devoid of force or standing (See Exhibits U and W).
- 26 • Defendant's **Answer** consists entirely of **unverified, boilerplate denials**,  
27 wholly unsupported by affidavit, devoid of factual rebuttal, and **lacking any**  
28 **proof of standing, lawful title, or injury. It fails to rebut a single material**

**fact** raised in Plaintiff's Verified Complaint, or Conditional Acceptance, or un rebutted affidavits, constituting **tacit acquiescence, dishonor, and procedural default.**

- In a further act of incompetence or **deliberate fraud**, Defendant's counsel went so far as to label **lawfully recorded, notarized, and authenticated grant deeds** – on public record in the County Recorder's Office – as "**fabricated.**" Such a claim, made without evidence and contrary to judicially noticeable public documents, reflects either **gross legal incompetence** or **intentional fraud upon the court** under California Code of Civil Procedure § 128.7, and potentially violates 18 U.S.C. § 1001 and § 1341 by misrepresenting material facts in a legal proceeding.

2. Plaintiff lawfully served a Verified Response, *Conditional* Acceptance, and Motion and Demand to Strike Cross-Complaint, Sanction Counsel for Fraud, and Quiet Title in Favor of Plaintiffs as a Matter of Law, delivered via **Registered Mail with USPS Form 3811**. Said document remains unrebutted and stands as truth in commerce and law. **It:**

- **Established commercial dishonor** through lawful *conditional* acceptance and unrebutted presentment,
- **Demanded a point-for-point rebuttal**, under penalty of perjury and full commercial liability,
- **Cited multiple violations**, including **constitutional deprivations, simulated legal process, commercial fraud, and property-related encroachments.**

3. The Defendant/opposing party failed to submit a lawful rebuttal, and **remains and is presumed to be in dishonor** under UCC 3-505, UCC 1-308, and basic principles of equity and contract law.

**II. ADDITIONAL GROUNDS FOR SUMMARY JUDGMENT:**  
**PRESUMED TRUTHS ESTABLISHED BY UNREBUTTED RECORD**

Plaintiff further asserts that the following material facts stand **as truth in commerce and law**, based on the **absence of verified rebuttal**, the **recorded chain of title**, and the perfected commercial filings made part of this case record:

1. **That the Grant Deeds** (Exhibits A and F) transferring legal and equitable title to the Plaintiffs/Secured Parties were **lawfully filed and recorded** in the county public record **prior to** the recording of the purported Trustee's Deed.
2. **That the UCC-1 Financing Statements and UCC-3 Amendments** (Exhibits B, C, D, and E) executed by Plaintiffs/Secured Parties and/or their Fiduciaries were **lawfully perfected**, filed, and duly recorded with the Secretary of State and appropriate public authorities.
3. **That the Trustee's Deed Upon Sale** was **fraudulently executed and recorded after** the Plaintiffs' and/or Secured Parties' **perfected** filings, and that the instrument constitutes **constructive fraud and is void ab initio**.
4. **That the recorded chain of title** affirms that the Plaintiffs' Grant Deeds, Security Agreements, and UCC filings **precede and supersede** the purported Trustee's Deed.
5. **That the Defendant is in commercial dishonor and default**, having failed to rebut or cure the **unrebutted** commercial affidavits, notices of dishonor, and security agreements entered into the record, including but not limited to **Exhibits G, H, I, and J**.
6. **That the Cross-Complainant does not possess valid title, standing, or lawful claim** superior to that held by the Plaintiffs and/or Secured Parties, and has failed to produce any lawful documentation to the contrary.
7. **That the purported Trustee** who executed and recorded the Trustee's Deed lacked lawful authority to conduct foreclosure, and was themselves in **commercial dishonor and breach**, as evidenced by the **unrebutted** Exhibit Q (Affidavit Certificate of Dishonor).

Each of the above stands as **conclusive fact by default**, absent sworn rebuttal under penalty of perjury. The opposing party's failure to contest these statements with evidence, affidavits, or counter-filings renders them judicially and commercially ***binding*** under UCC § 3-505, UCC § 1-201(3), and the principles of *estoppel* and commercial liability.

### **III. LEGAL STANDARD**

Under C.C.P. § 437c, summary judgment is appropriate when there is **no triable issue of material fact** and the moving party is **entitled** to judgment as ***a matter of law***.

Under C.C.P. § 438, judgment on the pleadings is proper where the opposing pleadings fail to state **facts** sufficient to constitute a defense or viable counterclaim.

### **IV. VERIFIED FACTS, COMMERCIAL DEFAULT, AND STANDING FOR RELIEF**

**1. No Triable Facts Exist** – Defendants offer no admissible evidence to refute Plaintiff's verified claims. **Their blanket denials are unsupported by any verified affidavit or declaration.**

**2. Cross-Complaint Was Never Entered** – Their attempt to file a cross-complaint failed at the procedural level. **It was returned, not docketed, and therefore is void and non-existent.**

**3. Unrebutted Verified Response and Conditional Acceptance** – Plaintiff's Conditional Acceptance stands as **unrebutted truth in commerce**, establishing **default, dishonor, and estoppel.**

**4. Failure to Rebut Recorded Documents** – Plaintiff's exhibits include:

- UCC-1 Financing Statements,
- Copyright and Trademark Agreements,
- Power of Attorney,
- Notarized affidavits and verified tenders,

- Grant deeds publicly recorded in the Riverside County Recorder's Office.

**5. Defendants failed to rebut or invalidate any of these.**

- 6. Bad Faith and Evasion of Service** – Defendants remain **evasive**, have attempted to **avoid lawful service**, and continue to act in **dishonor and bad faith**. Their failure to acknowledge or rebut lawful presentment and their avoidance of procedural responsibility further underscores their commercial default and legal incapacity to proceed. (See Exhibit Y)
- 7. Commercial Estoppel** – By failing to respond lawfully, **Defendants are estopped from further claim or defense.**

## **V. DEFENDANT'S COMMERCIAL DISHONOR AND DEFAULT ESTABLISHED UNDER UCC 3-505 AND EVIDENTIARY RECORD**

- 1. Defendant is in commercial dishonor and default** under UCC § 3-505, which governs dishonor by failure to accept tender or respond to lawful presentment. Defendant received multiple opportunities to rebut Plaintiff's verified claims, yet failed to respond lawfully or timely.
- Plaintiff served a **Verified Response and Conditional Acceptance** (See Exhibit U), providing clear commercial terms and requiring rebuttal by sworn affidavit under penalty of perjury. No verified rebuttal was provided.
- In addition, Defendant remains in dishonor based on the unrebutted, duly served and perfected commercial instruments set forth as follows:
  - **Exhibit G:** Affidavit and Contract and Security Agreement #EI988807156US;
  - **Exhibit H:** Affidavit and Contract and Security Agreement #RF775822865US;
  - **Exhibit I:** Affidavit and Contract and Security Agreement #RF775823755US;
  - **Exhibit J:** Contract and Security Agreement / Affidavit Certificate of Dishonor, Non-response, DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION #RF775824288US.
- These instruments were lawfully served via **Registered Mail**, notarized, and perfected as public record. They provided Defendant with:

- A conditional offer and demand for rebuttal;
- An opportunity to cure;
- Notice of commercial and legal liability in the event of non-response.

5. Defendant's failure to respond or rebut any of the above constitutes:

- **Tacit acquiescence,**
- **Commercial dishonor under UCC 3-505,**
- **Judicial and equitable estoppel,**
- **And self-executing default and judgment** by operation of law.

6. Plaintiffs' Affidavit and Certificate of Dishonor (**Exhibit J**) stands unrebutted and is now binding as *prima facie evidence* of dishonor, default, and lien authorization. No admissible evidence has been introduced to nullify or rebut these perfected instruments.

7. Accordingly, Defendant is in:

- **Commercial Dishonor,**
- **Procedural default,**
- **Commercial default,**
- **Commercial dishonor,**
- **And is now liable in law, equity, and commerce.**

## **VI. FINAL NOTICE TO THE COURT**

Under well-established principles of **equity, commercial contract law**, and **constitutional due process**, the record before this Court stands unrebutted, **perfected, and dispositive:**

- Plaintiffs and/or Secured Parties have submitted multiple notarized **affidavits**, served and unrebutted, which stand as **truth in commerce** under **UCC 1-201(31)** and are binding as a matter of law, equity, and fact;
- Plaintiffs and/or Secured Parties have **perfected and recorded UCC-1 and UCC-3 Financing Statements**, along with duly executed and recorded **Grant**

- 1       **Deeds**, which collectively evidence **full legal and equitable title** superior to  
2       any claim asserted by the Defendant;
- 3       • Pursuant to **UCC 9-509** and additional provisions under **Article 9**, Plaintiffs  
4       are the **lawful secured party(ies)** and have lawfully secured and perfected all  
5       interests in the subject property. These perfected security interests are **senior**  
6       **in priority**, remain **unrebutted**, and are enforceable as a matter of law and  
7       equity;
  - 8       • Plaintiffs and/or Secured Parties have issued **lawful commercial**  
9       **presentment**, including **conditional acceptance, opportunity to cure**,  
10       and all required notice under **commercial and due process standards**,  
11       affording Defendant every equitable opportunity to respond, which  
12       they declined;
  - 13       • Plaintiffs and/or Secured Parties have demonstrated that the **Defendant's**  
14       **Cross-Complaint is procedurally void**, factually unsupported, and  
15       **commercially dishonored**;
  - 16       • The **Defendant's Answer** offers **no verified affidavit, no evidentiary**  
17       **defense**, and consists solely of **blanket denials**, devoid of factual rebuttal,  
18       lawful standing, or competent evidence — thus failing to create **any material**  
19       **dispute of fact** under **C.C.P. § 437c** and **Rule 56**, and failing to meet even the  
20       minimum equitable threshold for standing;
  - 21       • Defendant is in **dishonor**, and is **presumed in commercial dishonor** under  
22       **UCC 3-505**, having failed to lawfully rebut or respond to presentment, notice,  
23       or affidavit with any commercial substance or sworn verification;
  - 24       • Under **UCC 1-103**, which preserves all applicable principles of **equity**,  
25       **common law**, and **constitutional protections**, Plaintiffs' position stands as  
26       commercially superior and equitably unimpeachable.

27 Accordingly, the record reflects **no material factual dispute**, and judgment in favor  
28 of Plaintiffs is **compelled by law, equity, and unrebutted evidence**; thus, the **only**

1 lawful and equitable resolution is for this Court to grant in full the relief  
2 requested herein:

3 VERIFIED MOTION AND DEMAND FOR JUDGMENT ON THE  
4 PLEADINGS and/or SUMMARY JUDGMENT, AS A MATTER OF LAW.

5 Should this Court fail to grant such relief – and instead deny or disregard this  
6 verified motion and demand *without* issuing a **point-for-point rebuttal** of  
7 the perfected commercial record – such conduct would constitute:

- 8 • **An ultra vires act, exceeding lawful jurisdiction;**
- 9 • **Fraud by judicial accommodation, knowingly supporting simulated**  
10 **process against secured trust claims;**
- 11 • **A willful deprivation of rights under color of law, actionable under 42**  
12 **U.S.C. § 1983, and exposing any responsible judicial officer or clerk to**  
13 **personal civil liability and federal review.**

14 Additionally, if this Court fails or refuses to strike a pleading that is facially  
15 defective, unsupported by evidence, and legally dishonored, such failure shall  
16 constitute **judicial estoppel by silence** and a violation of the foundational maxim  
17 of equity that *he who comes to equity must come with clean hands*. Any continued  
18 reliance on or tolerance of simulated legal process shall serve as further commercial  
19 dishonor and judicial liability.

20 Although the judicial officer presiding in this matter was appointed by the  
21 Governor and serves as a **Superior Court judge pursuant to Article VI of the**  
22 **California Constitution**, such appointment does **not** grant immunity from federal  
23 **or commercial liability** when ruling in dishonor of unrebutted affidavits, perfected  
24 **equity claims, or established commercial notice**. Judicial authority must be  
25 exercised within **lawful bounds**, and any ruling made contrary to fact, equity, or  
26 standing constitutes a **private, civil act without lawful force**.

27 Should the Court permit such dishonor to continue, Plaintiffs and/or Secured  
28 Parties *shall* proceed *without* further notice to:

- 1 • **Remove this matter to federal court** pursuant to **28 U.S.C. §§ 1331, 1343,**  
2 **1441, and 1443**, based on federal question jurisdiction, civil rights  
3 deprivations, and the inability to obtain impartial remedy in state venue;
- 4 • **File a federal civil rights action** under **42 U.S.C. §§ 1983, 1985, and 1986**, for  
5 deprivation of rights under color of law, conspiracy, and failure to prevent  
6 known violations;
- 7 • **File a petition for writ of mandamus under 28 U.S.C. § 1361** for judicial  
8 failure to perform ministerial duties and to act upon unrebutted commercial  
9 record as required by law;
- 10 • **Assert claims under the Racketeer Influenced and Corrupt Organizations**  
11 **Act (RICO), 18 U.S.C. § 1962**, for a pattern of fraud, extortion, and bad faith  
12 filings intended to interfere with secured private trust assets;
- 13 • **Pursue all available commercial, equitable, and injunctive remedies,**  
14 including but not limited to:
  - 15 ○ Quiet title;
  - 16 ○ Declaratory relief;
  - 17 ○ Compensatory and punitive damages;
  - 18 ○ Judicial disqualification and professional sanctions;
  - 19 ○ Enforcement of perfected commercial liens and affidavits as self-  
20 executing judgments under law merchant, UCC, and equity.

21 All actions shall proceed based on the perfected commercial record, unrebutted  
22 affidavits, and standing in **equity**, with no consent to jurisdiction given, and  
23 without waiver, estoppel, or submission to any statutory authority — **strictly under**  
24 **reservation of rights** pursuant to **UCC 1-308, without prejudice, nunc pro tunc, ab**  
25 **initio**, and by and through *Special Limited Appearance only*.

26 All rights are reserved, and any denial of this **Motion and Demand** without  
27 verified **point-for-point** rebuttal shall be treated as final dishonor, actionable under  
28 federal law, equity, and commercial contract enforcement.

The Court is further noticed that denial or delay *without* verified rebuttal shall also trigger estoppel by silence and waiver of any challenge to the perfected commercial record, enforceable as **final judgment** in equity.

**DEMAND FOR HONORABLE SETTLEMENT AND RELIEF IN EQUITY**

WHEREFORE, Plaintiffs and/or Secured Parties, acting strictly in their **private, fiduciary, and representative capacities** for the above-referenced trusts and estates, and invoking the **original, inherent, and equitable jurisdiction** of this honorable Court, respectfully demand the following lawful and equitable determinations:

1. **Entry of Judgment on the Pleadings** in favor of Plaintiff(s), as no material facts remain in dispute and Defendants have failed to state any valid claim or defense;
2. **Alternatively, entry of Summary Judgment**, as compelled by unrebutted affidavits, perfected commercial filings, and the absence of admissible evidence from Defendants;
3. **A judicial declaration and final order quieting title** to the subject property exclusively in favor of Plaintiff(s), free and clear of any adverse claim, lien, or encumbrance arising from the purported **Trustee's Deed Upon Sale** or any other instrument asserted by Defendants, and further:
  - **Striking from the public record the fraudulent and void ab initio Trustee's Deed Upon Sale**, which has no lawful force or effect and constitutes a simulated legal instrument, recorded *without* authority, and in violation of commercial and property law;
4. **Imposition of sanctions** upon Defendants and/or their counsel for initiating and attempting to proceed with **simulated legal process**, procedural **fraud**, and **misrepresentation of public records**, in violation of equity, commercial law, and the integrity of the Court;
5. **Enforcement of commercial liability** and immediate settlement of claims arising from unauthorized use of copyrighted and trademarked names, as

contractually agreed to by default, with all associated penalties, liens, and damages enforceable in law and equity;

6. Such other and further relief as this Court deems just, proper, and consistent with equity, commercial law, and the interests of justice.

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**VERIFICATION:**

Pursuant to 28 U.S.C. § 1746

**BY AUTHORIZED REPRESENTATIVE WITH FIRSTHAND KNOWLEDGE**

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

Executed, signed, and sealed this 13th day of May in the year of Our Lord two thousand and twenty five, *without* the United States, with all rights reserved and without recourse and without prejudice.

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

By:   
**Kevin: Realworldfare**, Secured Party, Fiduciary,  
Authorized Representative, Executor

**VERIFICATION:**

Pursuant to 28 U.S.C. § 1746

**BY AUTHORIZED REPRESENTATIVE WITH FIRSTHAND KNOWLEDGE**

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

Executed, signed, and sealed this 13th day of May in the year of Our Lord two thousand and twenty five, *without* the United States, **with all rights reserved and without recourse and without prejudice.**

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

By: Donnabella Realworldfare  
**Donnabella: Realworldfare**, Secured Party, Fiduciary,  
Authorized Representative, Executor

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

**All rights reserved without prejudice or recourse, UCC § 1-308**

By: Corey Dapell Walker  
**Corey: Walker** (Witness)

**All rights reserved without prejudice or recourse, UCC § 1-308**

By: Steve MacArthur Brooks  
**Steven: MacArthur-Brooks** (Witness)

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## **LIST OF EXHIBITS / EVIDENCE:**

1. **Exhibit A:** GRANT DEED recorded in Official Records County of Riverside, DOC #2024-0291980, APN: 957-570-005, File No.: 37238 KH, where the private trust property is titled to '**WG Private Irrevocable Trust**, dated February 7, 2022'.
2. **Exhibit B:** UCC1 filing #2024385925-4.
3. **Exhibit C:** UCC1 filing #2024385935-1.
4. **Exhibit D:** UCC3 filing and NOTICE #2024402433-7.
5. **Exhibit E:** UCC3 filing and NOTICE #2024411182-7.
6. **Exhibit F:** GRANT DEED, DOC #2022-0490841, APN: 957-570-005, File No.: 30291 KH, recorded in Official Records County of Riverside.
7. **Exhibit G:** Affidavit and **Contract** and Security Agreement #EI988807156US.
8. **Exhibit H:** Affidavit and **Contract** and Security Agreement #RF775822865US.
9. **Exhibit I:** Affidavit and **Contract** and Security Agreement #RF775823755US.
10. **Exhibit J:** **Contract** and Security Agreement / **Affidavit Certificate** of Dishonor, Non-response, **DEFAULT**, **JUDGEMENT**, and **LIEN AUTHORIZATION** and **LIEN AUTHORIZATION**, #RF775824288US.
11. **Exhibit K:** Form 3811 corresponding to Exhibit G.
12. **Exhibit L:** Form 3811 corresponding to Exhibit H.
13. **Exhibit M:** Form 3811 corresponding to Exhibit I.
14. **Exhibit N:** Form 3811 corresponding to Exhibit J.
15. **Exhibit O:** Trust Certificate of WG PRIVATE IRREVOCABLE TRUST.
16. **Exhibit P:** Affidavit: Power of Attorney-In-Fact
17. **Exhibit Q:** **Contract** and Security Agreement / **Affidavit Certificate** of Dishonor, Non-response, **DEFAULT**, **JUDGEMENT**, and **LIEN AUTHORIZATION** and **LIEN AUTHORIZATION**, #RF661592201US.
18. **Exhibit R:** <sup>TM</sup>KEVIN WALKER© Trademark and Copyright Agreement
19. **Exhibit S:** <sup>TM</sup>DONNABELLE MORTEL© Trademark and Copyright Agreement
20. **Exhibit T:** Copy of Rule 8.4 Misconduct Approved by the Supreme Court.

- 1 21. **Exhibit U:** Copy of Defendants **defective and fraudulent** CROSS-COMPLAINT
- 2 22. **Exhibit V:** Copy of VERIFIED RESPONSE, *CONDITIONAL* ACCEPTANCE,
- 3 AND MOTION AND DEMAND TO STRIKE CROSS-COMPLAINT, SANCTION
- 4 COUNSEL FOR FRAUD, AND QUIET TITLE IN FAVOR OF PLAINTIFFS, as a
- 5 matter of law (Express Mail #ER192833495US).
- 6 23. **Exhibit W:** Copy of NOTICE OF RETURN of Defendants defective CROSS-
- 7 COMPLAINT.
- 8 24. **Exhibit X:** Proof of delivery of 'VERIFIED RESPONSE..' (Exhibit V) to Court.
- 9 25. **Exhibit Y:** Email correspondence from John Bailey and Barry Lee O'Connor
- 10 showing their clear **evasion, bad faith, and dishonor.**

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# 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 May 13, 2025, I served the within documents:

1. VERIFIED MOTION AND DEMAND FOR JUDGMENT ON THE PLEADINGS AND/OR SUMMARY JUDGMENT, AS A MATTER OF LAW.
2. Exhibits A through Y.

**By United States Mail.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses listed below by placing the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepared. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail in Riverside County, California, and sent via Registered Mail with a form 3811.

Clerk(s), Agent(s)  
C/o CLERK OF COURT  
27401 Menifee Center Drive  
Menifee, California [92584]  
Express Mail #ER192833460US

Naji Doumit, Mary Doumit, Daniel Doumit  
C/o NAJI DOUMIT, MARINAJ PROPERTIES, FOCUS ESTATES INC  
1130 South Tamarisk Drive  
Anaheim, California [92807]  
Registered Mail #RF775825337US

John L. Bailey (#103867), Therese Bailey (#171043)

C/o THE BAILEY LEGAL GROUP  
25014 Las Brisas South, Suite B  
Murrieta, California [92562]  
Registered Mail #RF775825345US

Barry-Lee: O'Connor  
C/o BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES  
3691 Adams Street  
Riverside, California [92504]  
Registered Mail #RF775825354US

**By Electronic Service.** Based on a court order and/or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification addresses listed below.

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

John L. Bailey (#103867), Therese Bailey (#171043)  
C/o THE BAILEY LEGAL GROUP  
25014 Las Brisas South, Suite B  
Murrieta, California [92562]  
[jbailey@tblglaw.com](mailto:jbailey@tblglaw.com)  
[tbailey@tblglaw.com](mailto:tbailey@tblglaw.com)

Barry-Lee: O'Connor (#134549)  
C/o BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES  
3691 Adams Street  
Riverside, California [92504]  
[udlaw2@aol.com](mailto:udlaw2@aol.com)  
[louisatoui3@yahoo.com](mailto:louisatoui3@yahoo.com)

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **May 13, 2025** in Riverside County, California.

/s/Corey Walker/  
Corey Walker

**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.

**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 13th day of May, 2025, before me, Joyti Patel, a Notary Public, personally appeared Kevin Realworlfare (formerly 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)

