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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 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**

(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 Limited Appearance* is made exclusively

in **private capacity, in exclusive equity**, as *Secured Parties, Holders in Due Course, Executors, Master Beneficiaries, and Fiduciaries* of the respective Trust Estates as lawfully established and recorded:

- <sup>TM</sup>KEVIN WALKER© ESTATE
- <sup>TM</sup>KEVIN LEWIS WALKER© (*ENS LEGIS*)
- <sup>TM</sup>DONNABELLE MORTEL© ESTATE
- <sup>TM</sup>DONNABELLE ESCAREZ MORTEL© (*ENS LEGIS*)
- <sup>TM</sup>WG PRIVATE IRREVOCABLE TRUST©
- <sup>TM</sup>WG EXPRESS TRUST©
- <sup>TM</sup>MEMORY STARBURST TRUST©

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

**Plaintiffs/Secured Parties** hereby move this honorable Court to STRIKE the Cross-Complaint filed by MARINAJ PROPERTIES LLC in its entirety, for the following reasons:

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

Defendant/Cross-Complainant presents no verified evidence, no sworn rebuttal, and no lawful foundation in support of its claims. Instead, it relies on conclusory allegations, false presumptions, and fraudulent misrepresentations. The Cross-Complaint is facially defective and constitutes a commercial and equitable dishonor, incapable of rebutting the perfected, recorded, and unrebutted interests held by Plaintiffs and/or Secured Parties.

Accordingly, this Verified Motion and Conditional Acceptance is brought on the following equitable, commercial, and evidentiary grounds:

#### **A. VOID TRUSTEE'S DEED UPON SALE AND UNLAWFUL TITLE CLAIM**



The purported Trustee's Deed held by MARINAJ PROPERTIES LLC is **void ab initio**, having been issued without lawful authority, under false pretenses, and absent standing to foreclose. **At no time did MARINAJ PROPERTIES LLC acquire lawful, equitable, or superior title to the subject property.**

Instead, MARINAJ and its agents have willfully engaged in a pattern of:

- Fraudulent conveyances and simulated legal process,
- Commercial dishonor and breach of fiduciary trust,
- Constructive fraud and conversion of trust property.

These acts constitute ongoing violations of:

- The **Racketeer Influenced and Corrupt Organizations Act (RICO)**,
- **Extortion and coercion** through the use of simulated legal instruments,
- **Fraudulent misrepresentation and conversion** of protected trust assets,
- **Deprivation of rights under color of law.**

**These are not mere civil defects, but actionable breaches of equity, trust law, and federal commercial statutes, which demand immediate nullification by this Court.**

## **B. ADDITIONAL EQUITABLE AND COMMERCIAL GROUNDS**

**1. Lack of Standing:** The Defendant/Cross-Complainant fails to establish lawful standing to bring equitable claims (i.e., quiet title, ejectment) where it cannot demonstrate lawful title transfer or rebut the superior equitable interest recorded and perfected by the Plaintiffs.

**2. Failure to State a Claim:** The Defendant/Cross-Complainant relies on **conclusory** assertions that Plaintiffs' instruments are "fraudulent" *without* presenting **any verified evidence**, verified affidavit, or countervailing proof to rebut perfected UCC-1 Financing Statements, GRANT DEEDS, Affidavits of Default, Affidavit Certificate of Dishonor, and recorded notices. See **Exhibits B, C, D, E, F, G, H, I, J, K, L, M, and N.**

**3. Commercial Dishonor Under UCC § 3-505:** The Defendant/Cross-Complainant is in dishonor and also **presumed** in dishonor pursuant to **UCC § 3-505** as

evidenced by Exhibit J, having failed to respond, cure, or lawfully rebut Plaintiffs' administrative notices, commercial tenders, and sworn affidavits, including those issued by and through Plaintiffs and their Executors, Fiduciaries, and Master Beneficiaries.

**4. Improper Use of ENS LEGIS Constructs:** The Defendant/Cross-Complainant attempts to name foreign ENS LEGIS, and foreign private non-statutory trusts (e.g., KEVIN WALKER, <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>KEVIN WALKER© (ENS LEGIS), <sup>TM</sup>DONNABELLE MORTEL© ESTATE, <sup>TM</sup>DONNABELLE MORTEL© (ENS LEGIS), <sup>TM</sup>WG PRIVATE IRREVOCABLE TRUST©, <sup>TM</sup>WG EXPRESS TRUST©, <sup>TM</sup>MEMORY STARBURST TRUST© ) as public transmitting utilities to create a statutory presumption against trust title. This effort is ineffectual against the *perfected* commercial claims and **superior equitable** title held by WG PRIVATE IRREVOCABLE TRUST and associated entities.

**5. No Lawful Rebuttal:** Defendant/Cross-Complainant/Marinaj fails to rebut:

- The two (2) recorded GRANT DEEDS vesting legal title in trust (see Exhibits A and F);
- The commercial lien and financing statements perfected under Nevada UCC filings (see Exhibits B, C, D, and E);
- The *unrebutted* affidavits and notices of dishonor, fraud, and default (see Exhibits G, H, I, and J).

**6. Vexatious and Frivolous Litigation:** The Cross-Complaint constitutes an attempt to cloud lawful trust title and subvert equity, and is asserted in bad faith *without* verified foundation.

#### C. FAILURE TO LAWFULLY REBUT: GENERAL DENIAL AS CONSTRUCTIVE DISHONOR

Defendant/Cross-Complainant's response amounts to a **blanket denial**, **wholly unsupported** by verified affidavit or **point-for-point** rebuttal, and therefore **fails**

to meet the burden **required** under commercial and equitable law. **This amounts to constructive dishonor and tacit procurement.**

Under UCC §§ 3-505 and 1-308, equity, and the law of contracts, a lawful rebuttal **must:**

- Be specific and sworn under penalty of perjury,
- Address each commercial presentment or affidavit **point-for-point**, and
- **Cure any dishonor or default through verified counterproof.**

General denials, absent substance or verification, do **not** rebut the *perfected affidavits*, notices of dishonor, or commercial records already entered into the record by Plaintiffs and/or Secured Parties.

As such, the Defendant's failure to rebut constitutes **commercial default, final dishonor**, and **uncontested acceptance of all claims** and instruments as a matter of law and equity.

## **II. CONDITIONAL ACCEPTANCE OF CROSS-COMPLAINT**

*(This filing, made under commercial and equitable principles, sets a conditional acceptance period of three (3) days from service. This timeframe, while not derived from statutory civil procedure, arises from binding contract law and the Uniform Commercial Code (UCC §§ 1-201, 2-206, 3-505), and reflects a good faith, reasonable demand for verified rebuttal as part of a private commercial offer)*

Without waiver of any rights, immunities, or protections, and strictly under Special Limited Appearance, Plaintiffs and/or Secured Parties conditionally accept the Cross-Complaint of MARINAJ PROPERTIES LLC **for value** and **upon proof of claim**, specifically demanding the following verified evidence:

- 1. Proof that the Grant Deeds (Exhibits A and F) transferring legal and equitable title to the Plaintiffs/Secured Parties were not filed and recorded in the county public record prior to the purported Trustee's Deed;**
- 2. Proof 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 **not** lawfully *perfected*, filed, and duly recorded with the Secretary of State and applicable authorities;

3. **Proof that the Trustee's Deed Upon Sale was **not** fraudulently executed and recorded after the Plaintiffs' and/or Secured Parties' filings and that the instrument does not constitute constructive fraud, void ab initio;**
4. **Proof that the chain of title does **not** affirmatively show the Grant Deeds, Security Agreements, and UCC filings of Plaintiffs/Secured Parties precede the alleged Trustee's Deed;**
5. **Proof that the Cross-Complainant is **not** in dishonor and default, and has lawfully rebutted or cured the unrebutted commercial affidavits and notices of dishonor already entered into the record, including but not limited to Exhibits G, H, I, and J;**
6. **Proof that the Cross-Complainant possesses valid title or lawful standing to claim interest in the subject property superior to that held and perfected by the trust Plaintiffs/Secured Parties;**
7. **Proof that the alleged Trustee who issued the Trustee's Deed had lawful authority to conduct the foreclosure, and was **not** in commercial dishonor and breach as **evidenced and affirmed** in Exhibit Q (Affidavit Certificate of Dishonor).**

Absent full, complete, and verified proof of the above elements within a commercially reasonable time, no valid claim exists, and the Cross-Complaint **must** be deemed fraudulently induced, constructively dishonored, and legally void under equity and commercial law.

### **III. BINDING NATURE OF CONDITIONAL ACCEPTANCE**

It is hereby affirmed that under commercial and equitable law, a properly executed conditional acceptance functions as a binding contract and offer to settle when not lawfully rebutted. Plaintiffs and/or Secured Parties have previously served upon Defendants multiple notices, affidavits, and conditional acceptances for value,

1 including but not limited to Notices of Default, Notices of Dishonor, and  
2 Commercial Affidavits of Non-Response, each supported by affidavit, mailing  
3 receipts, and proper verification.

4 Pursuant to UCC §§ 2-204, 2-206, and 1-308, as well as governing principles of  
5 contract and equity:

- 6 • A conditional acceptance becomes a **final, binding** agreement if the terms are  
7 not specifically and lawfully rebutted, **point-for-point**, under **verified**  
8 **affidavit**;
- 9 • Silence, failure to rebut, or reliance on generalized denials constitutes **tacit**  
10 **agreement (tacit procurement), acceptance by conduct, and** entry into  
11 **default**;
- 12 • Such **unrebutted** conditional acceptances establish commercial liability and  
13 default judgments enforceable under **private contract and public law**.

14 Accordingly, all conditional acceptances previously tendered by Plaintiffs and/or  
15 Secured Parties (**Exhibits G, H, I, and J**) now stand as **binding, self-executing**  
16 commercial agreements, having the full force of **law and equity**, and shall be  
17 introduced into any and all future actions as evidentiary proof of default, dishonor,  
18 and liability.

19 This present filing, as a response to the frivolous and meritless Cross-Complaint,  
20 constitutes an additional **Conditional Acceptance** for Value and honorably  
21 incorporates the same **binding** commercial terms and requirements, enforceable  
22 absent verified rebuttal by **sworn affidavit on a point-for-point basis**, having the  
23 full force of law and equity, and shall be introduced into any and all future actions  
24 as evidentiary proof of default, dishonor, and liability.

25 The instant filing and this Motion to Strike further constitute a conditional  
26 acceptance for value, conditioned upon point-for-point verified rebuttal. Absent  
27 such rebuttal and prompt dismissal of the Cross-Complaint, commercial liability  
28 shall be deemed perfected and final without further notice.

**IV. NOTICE OF REBUTTAL REQUIREMENTS AND INTENT TO  
ESCALATE TO FEDERAL COURT**

Notice is hereby given that unless the Cross-Complaint filed by Defendant(s) is voluntarily dismissed and/or stricken no later than **May 13, 2025**, for lack of verified foundation, failure to state a claim, and constructive dishonor, or unless Defendants stipulate to and accept the lawful quiet title claims of Plaintiffs and Secured Parties, then Plaintiffs and/or Secured Parties shall proceed with immediate removal to Federal Court and the filing of a separate Federal Complaint against **MARINAJ PROPERTIES LLC, FOCUS ESTATES INC, Naji Doumit, Daniel Doumit, and Mary Doumit** for multiple violations, as evidenced and unrebutted in the commercial affidavits on record, and for which **federal question jurisdiction is proper under 28 U.S.C. § 1331, 1343, and 1441.**

These violations include, but are not limited to

- 1. Fraud, forgery, and fraudulent misrepresentation;**
- 2. Slander of title and fraudulent conveyance;**
- 3. Extortion, coercion, and simulated legal process;**
- 4. Deprivation of rights under color of law (42 U.S.C. § 1983);**
- 5. Conspiracy to deprive of rights (18 U.S.C. § 241);**
- 6. Racketeering (18 U.S.C. § 1962 – RICO);**
- 7. Bank fraud (18 U.S.C. § 1344);**
- 8. Fraudulent transfer of securities and stolen goods (18 U.S.C. § 2314);**
- 9. Breach of trust and fiduciary fraud;**
- 10. Mail fraud and wire fraud (18 U.S.C. §§ 1341, 1343);**
- 11. Obstruction of justice and administrative interference;**
- 12. Criminal conspiracy, commercial dishonor, and bad faith conduct.**

These violations are substantiated and perfected through unrebutted commercial affidavits, including but not limited to **Exhibits G, H, I, J, and Q**,



1 as well as the **Affidavit of Dishonor, Default, and Non-Response**. Should  
2 the named Defendants and their agents fail to respond with specific, point-  
3 for-point, verified affidavits sworn under penalty of perjury, such failure shall  
4 constitute **final default, tacit procurement, and conclusive admission of all**  
5 **claims and liabilities** under equity, commercial contract law, and the  
6 Uniform Commercial Code.

7 Given the nature and scope of these violations, and their direct invocation of federal  
8 statutes, civil rights claims, and acts against protected private interests, removal to  
9 federal court is not only appropriate but required to obtain proper venue, impartial  
10 adjudication, and access to remedy under **federal law**.

11 If the Cross-Complaint is not lawfully **withdrawn** or the dishonor  
12 remains uncorrected, Plaintiffs and/or Secured Parties **shall** proceed  
13 without further notice to remove this matter to federal court and to  
14 initiate a separate federal civil and commercial action against the  
15 aforementioned parties, supported by the full evidentiary and  
16 administrative record perfected on the private side.

17 **Moreover, notice is hereby extended to counsel of record** for MARINAJ  
18 PROPERTIES LLC and associated parties: due to their knowing and willful  
19 participation in the advancement of fraudulent claims, facilitation of  
20 simulated legal process, and direct obstruction of verified and perfected  
21 commercial interests, said counsel **shall** be named as additional parties in the  
22 forthcoming federal lawsuit. Pursuant to the **Clearfield Doctrine**, once  
23 counsel elects to engage in commercial activity under **color** of office, they  
24 shed any sovereign immunity and are liable as private actors. Their **ultra**  
25 **vires conduct**, coupled with violations of professional duty and facilitation of  
26 ongoing **fraud**, renders them commercially and civilly **liable**. All rights are  
27 reserved to pursue full remedy, including compensatory and injunctive relief,  
28 against any and all such actors, jointly and severally

**V. NOTICE OF COUNSEL'S PROFESSIONAL MISCONDUCT,  
COMMERCIAL LIABILITY, AND FEDERAL IMPLICATIONS**

Plaintiffs and/or Secured Parties hereby give formal notice that the attorney(s) of record for MARINAJ PROPERTIES LLC, and associated parties, have knowingly, willfully, and repeatedly engaged in professional misconduct in violation of **Rule 8.4 of the Rules of Professional Conduct**, as approved by the Supreme Court of California, including but not limited to:

- **Rule 8.4(a)** – Assisting, soliciting, or inducing violations of law and professional ethics;
- **Rule 8.4(b)** – Committing acts reflecting adversely on honesty, trustworthiness, or fitness as a lawyer;
- **Rule 8.4(c)** – Engaging in dishonesty, fraud, deceit, or reckless and intentional misrepresentation;
- **Rule 8.4(d)** – Engaging in conduct prejudicial to the administration of justice;
- **Rule 8.4(f)** – Knowingly inducing unlawful conduct by judicial officers or other agents.

Said counsel has actively facilitated and perpetuated a **fraudulent legal scheme, knowingly** prosecuting a facially defective and commercially dishonored Cross-Complaint for the unlawful purpose of defeating trust-based title, undermining secured commercial claims, and injuring private trust beneficiaries by means of **constructive fraud, misrepresentation, and bad faith litigation tactics**.

Such conduct is not merely unethical – it is **criminal** in nature and constitutes material participation in violations of:

- **Racketeering and fraud (18 U.S.C. § 1962 – RICO);**
- **Conspiracy against rights (18 U.S.C. § 241);**
- **Deprivation of rights under color of law (42 U.S.C. § 1983);**
- **Mail and wire fraud (18 U.S.C. §§ 1341, 1343); and**

- **Simulation of legal process, administrative obstruction, and trust interference.**

Additionally, the attorney(s) of record, by operating under BAR licensure – an entity associated with foreign registry and allegiance – are acting as **unregistered foreign agents** when attempting to influence or administer matters involving private U.S. trust property without disclosure, delegation, or fiduciary authority. Pursuant to the **Foreign Agents Registration Act (FARA), 22 U.S.C. § 611 et seq.**, any individual representing foreign interests in domestic legal matters is required to fully disclose such agency. Failure to do so renders such conduct presumptively unlawful and exposes the actor to federal scrutiny and liability.

Under the **Clearfield Doctrine**, when a legal actor abandons neutral judicial function and engages in proprietary or commercial conduct – such as prosecuting a fraudulent Cross-Complaint to challenge private trust property – they operate **ultra vires** and in a purely **private capacity, stripped of any State immunity or authority. Any presumption of sovereign protection is forfeited.**

Therefore, said counsel is now formally and commercially **noticed as liable in their private capacity**, jointly and severally, for every act of fraud, dishonor, obstruction, and simulated legal process they have facilitated. Plaintiffs and/or Secured Parties reserve all rights to name said attorney(s) in the imminent **federal civil and commercial complaint**, where they will be held accountable for **every injury, trespass, and commercial harm committed against the secured private trust estates**. A copy of Rule 8.4 is attached hereto as **Exhibit T**.

## **VI. NOTICE OF COMMERCIAL COPYRIGHT AND TRADEMARK CLAIMS ON ENS LEGIS DESIGNATIONS**

Plaintiffs and/or Secured Parties hereby give formal notice that all **ENS LEGIS designations** and variations thereof – including but not limited to **™KEVIN WALKER©, ™DONNABELLE MORTEL©**, and any derivative stylizations – are subject to **lawful common law copyright and private trademark protections**, as

evidenced by duly executed **Commercial Copyright and Trademark Agreements** attached hereto as **Exhibits R and S**.

Said names and designations are **private intellectual property**, established, registered, and protected under the *principles* of **contract, common law, and commercial equity**. Unauthorized use of any such ENS LEGIS designation — **including in pleadings, filings, or administrative documents** — constitutes a **commercial infringement and trespass on private intellectual property**.

Accordingly, a **commercial charge of \$1,000,000 (one million dollars) per use, per instance**, is hereby **levied against any party** utilizing these names *without* prior written consent, **due immediately** upon each unauthorized use.

All **parties**, including Defendants and their Counsel are hereby placed on notice, and **any** continued use **shall** be deemed willful, with full liability attaching under commercial law, equity, and private contract.

## **VII. Foundational ‘Case Law’ on Standing, Mortgage Fraud, Foreclosure, Corporate Overreach**

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

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

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

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

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

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

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

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

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

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

#### 11 **C. Corporate and Banking Overreach**

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

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

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



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

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

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

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

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

#### **E. Contract and Consideration Principles**

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

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

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

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

- Plaintiffs and/or Secured Parties have submitted **multiple notarized affidavits**, un rebutted and perfected as truth in commerce;

- 1 • Plaintiffs and/or Secured Parties have **perfected and recorded UCC-1 and**  
2 **UCC-3 Financing Statements**, as well as **lawful Grant Deeds** evidencing full  
3 legal and equitable title;
- 4 • Plaintiffs and/or Secured Parties have issued all **required commercial**  
5 **notices**, including **lawful presentment, conditional acceptance, and**  
6 **opportunity to cure**, with a commercially reasonable rebuttal period;
- 7 • Plaintiffs and/or Secured Parties have demonstrated that the Cross-  
8 Complaint is **facially defective, factually unsupported, and commercially**  
9 **dishonored**.

10 Accordingly, the only lawful and equitable resolution is for this Court to **grant in**  
11 **full** the:

12 **VERIFIED RESPONSE AND CONDITIONAL ACCEPTANCE OF CROSS-**  
13 **COMPLAINT, WITH MOTION AND DEMAND TO EXPEDITIOUSLY**  
14 **STRIKE CROSS-COMPLAINT, AND MOTION AND DEMAND FOR**  
15 **SANCTIONS AGAINST DEFENDANT/CROSS-COMPLAINANT AND**  
16 **THEIR COUNSEL.**

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

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

26 Additionally, if this Court fails or refuses to strike a pleading that is facially  
27 defective, unsupported by evidence, and legally dishonored, such failure shall  
28 constitute **judicial estoppel by silence** and a violation of the foundational maxim

of equity that *he who comes to equity must come with clean hands*. Any continued reliance on or tolerance of simulated legal process shall serve as further commercial dishonor and judicial liability.

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

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

- **Remove this matter to federal court pursuant to 28 U.S.C. §§ 1331, 1343, 1441, and 1443**, based on federal question jurisdiction, civil rights deprivations, and the inability to obtain impartial remedy in state venue;
- **File a federal civil rights action under 42 U.S.C. §§ 1983, 1985, and 1986**, for deprivation of rights under color of law, conspiracy, and failure to prevent known violations;
- **File a petition for writ of mandamus under 28 U.S.C. § 1361** for judicial failure to perform ministerial duties and to act upon unrebutted commercial record as required by law;
- **Assert claims under the Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1962**, for a pattern of fraud, extortion, and bad faith filings intended to interfere with secured private trust assets;
- **Pursue all available commercial, equitable, and injunctive remedies**, including but not limited to:
  - Quiet title;
  - Declaratory relief;

- Compensatory and punitive damages;
- Judicial disqualification and professional sanctions;
- Enforcement of perfected commercial liens and affidavits as self-executing judgments under law merchant, UCC, and equity.

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

All rights are reserved, and any denial of this **Motion and Demand** without verified **point-for-point** rebuttal shall be treated as final dishonor, actionable under 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 exclusively in their **private, fiduciary, and representative capacities** for the above-referenced trusts and estates, and invoking the original and inherent jurisdiction of this honorable Court in **equity**, hereby demand the following determinations and **equitable relief**:

1. That the Cross-Complaint filed by MARINAJ PROPERTIES LLC be **stricken** in its entirety as legally deficient, factually unsupported, meritless, and lacking any verified foundation or lawful standing;
2. That this Court recognize, affirm, and preserve all perfected and unrebutted secured rights, equitable interests, and recorded claims held by the trust and estate Plaintiffs and/or Secured Parties under applicable law, including but not limited to UCC §§ 1-103, 2-204, 2-206, 1-308, 3-505, 9-105, 9-315, 9-509, and prevailing legal maxims, and commercial contract *principles*;



3. That the Court enter a **final and binding determination quieting title in favor of Plaintiffs and/or Secured Parties**, confirming all rights, interests, and lawful possession in the subject property as vested in trust and **unrebutted**;
4. That any further attempt by MARINAJ PROPERTIES LLC, its agents, or counsel to assert claims against the trust estates or their fiduciaries in bad faith, dishonor, or fraud be deemed vexatious, and subject to immediate sanctions and/or equitable bar.

//

**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 10th 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: Realwordfare, over the age of 18, competent to testify, and having **firsthand knowledge** of the facts stated herein, do hereby **declare, certify, verify,**

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

4 Executed, signed, and sealed this 10th day of May in the year of Our Lord two  
5 thousand and twenty five, without the United States, with all rights reserved and  
6 without recourse and without prejudice.

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

8 By:

9 Donna Realworldfare  
10 Donnabella: Realworldfare, Secured Party, Fiduciary,  
Authorized Representative, Executor

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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:** ™KEVIN WALKER© Trademark and Copyright Agreement
19. **Exhibit S:** ™DONNABELLE MORTEL© Trademark and Copyright Agreement
20. **Exhibit T:** Copy of Rule 8.4 Misconduct Approved by the Supreme Court.

# 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 10, 2025, I served the within documents:

1. 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.
2. Exhibit A through T.

**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 #ER192833495US

Naji Doumit, Mary Doumit, Daniel Doumit  
C/o NAJI DOUMIT, MARINAJ PROPERTIES, FOCUS ESTATES INC  
1130 South Tamarisk Drive  
Anaheim, California [92807]  
Registered Mail #RF775824186US

John L. Bailey (#103867), Therese Bailey (#171043)  
C/o THE BAILEY LEGAL GROUP  
25014 Las Brisas South, Suite B  
Murrieta, California [92562]  
Registered Mail #RF775820768US

**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)

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **May 10, 2025** in Riverside County, California.

/s/Corey Walker/  
Corey Walker

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**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.

County of Riverside )

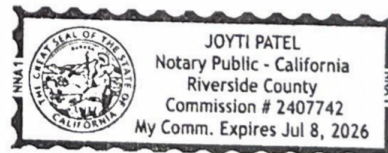
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 10th day of May, 2025, before me, Joyti Patel, a Notary Public, personally appeared Kevin Realworlfare, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Joyti Patel (Seal)



-Exhibit A-

RECORDING REQUESTED BY:

**DocStar Services, LLC.**

MAIL TAX STATEMENTS AND

WHEN RECORDED MAIL TO:

WG Private Irrevocable Trust  
31990 Pasos Place  
Temecula, CA 92591

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

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

APN: 957-570-005

File No.: 37238 KH

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

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

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

**GRANT DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

T.R.A.: 013-109

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

For valuable consideration, receipt of which is hereby acknowledged,

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

hereby GRANT(S) to

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

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

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


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

MAIL TAX STATEMENTS AS DIRECTED ABOVE



Dated: September 12, 2024

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

 <sup>UCC 1-308</sup>  
3-402  
By: Kevin Lewis Walker, its President

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


STATE OF California )  
COUNTY OF Riverside ) §

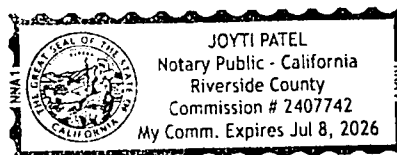
On September 25, 2024 before me, Joyti Patel, Notary Public, Notary Public, personally appeared Kevin Lewis Walker \*\*\*\*\*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 



-Exhibit B-

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <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	Agricultural Lien	Non-UCC Filing
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7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer ☒ Bailee/Bailor Licensee/Licensor


8. OPTIONAL FILER REFERENCE DATA:

-Exhibit C-

# 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  Secretary of State State Of Nevada	Initial Filing Number <b>2024385935-1</b>
	Filed On <b>February 13, 2024 10:36 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>MORTEL</b>	FIRST PERSONAL NAME <b>DONNABELLE ESCAREZ</b>	ADDITIONAL NAME(S)/INITIAL(S)		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>MORTEL</b>	FIRST PERSONAL NAME <b>DONNABELLE ESCAREZ</b>	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS <b>C/O 41593 WINCHESTER 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.DEM070320042823. ALL OF DEBTORS ASSETS, THEIR SIGNATURE, REAL ESTATE, LAND, BANK ACCOUNTS, DNA, BIRTH CERTIFICATE, BONDS SECURITIES, LAWFUL MONEY, NOTES, DEBT INSTRUMENTS, FINGERPRINTS, CRYPTOCURRENCY WALLETS, TRADEMARKS, PATENTS, THEIR LIKENESS, BUSINESSES, TRUSTS, AND PERSONAL PROPERTY, AND ALL OF DEBTORS INTEREST IN SAID ASSETS, LAND AND PERSONAL PROPERTY, NOW OWNED AND HEREAFTER ACQUIRED, NOW EXISTING AND HEREAFTER ARISING AND WHEREVER LOCATED, DESCRIBED FULLY IN SECURITY AGREEMENT NO.DEM070320042823. INQUIRING PARTIES MAY CONSULT DIRECTLY WITH THE DEBTOR TO ASCERTAIN IN DETAIL, THE FINANCIAL RELATIONSHIP AND CONTRACTUAL OBLIGATIONS ASSOCIATED WITH THIS COMMERCIAL TRANSACTION, IDENTIFIED IN THE SECURITY AGREEMENT REFERENCE ABOVE. ----- AFFIDAVIT OF TRUTHS AND POWER OF ATTORNEY IN FACT HAS BEEN NOTICED TO SECRETARY OF STATE, DEPARTMENT OF TREASURY, IRS, PROBATE, AND COUNTY. ADJUSTMENT OF THIS FILING IS IN ACCORD WITH HOUSE JOINT RESOLUTION HJR 192 OF JUNE 5TH 1933 AND UCC1- 103 AND 10-104. SECURED PARTY ACCEPTS DEBTOR SIGNATURE IN ACCORD WITH UCC1-201(39), 3-401.**

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

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

Public-Finance Transaction      Manufactured-Home Transaction      A Debtor is a Transmitting Utility      Agricultural Lien      Non-UCC Filing

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

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

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

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

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

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

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

18. MISCELLANEOUS:



-Exhibit D-

# UCC FINANCING STATEMENT AMENDMENT

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>kevinwalker@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	Filing Number <b>2024402433-7</b>
	Initial Filing Number <b>2024385925-4</b>
	Filed On <b>April 30, 2024 09:00 PM</b>
	Number of Pages <b>2</b>

1a. INITIAL FINANCING STATEMENT FILE NUMBER <b>2024385925-4</b>	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13
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2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

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

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

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 6a or 6b

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

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

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

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

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. ☒ COLLATERAL CHANGE: Also check one of these four boxes: ☒ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

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

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

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

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

10. OPTIONAL FILER REFERENCE DATA:

FOLLOW INSTRUCTIONS

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

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

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

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

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

18. MISCELLANEOUS:

-Exhibit E-

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <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	Filing Number <b>2024411182-7</b>
	Initial Filing Number <b>2024385925-4</b>
	Filed On <b>June 15, 2024 05:57 AM</b>
	Number of Pages <b>2</b>

1a. INITIAL FINANCING STATEMENT FILE NUMBER <b>2024385925-4</b>	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13
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2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

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

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

5. PARTY INFORMATION CHANGE:

Check one of these two boxes: Debtor or Secured Party of record

AND Check one of these three boxes to:

This Change affects	Debtor <u>or</u>	Secured Party of record	CHANGE name and/or address: Complete item 6a or 6b; <u>and</u> item 7a or 7b <u>and</u> item 7c	ADD name: Complete item 7a or 7b, <u>and</u> item 7c	DELETE name: Give record name to be deleted in item 6a or 6b
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6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) ( USE exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. ☒ COLLATERAL CHANGE: Also check one of these four boxes: ☒ ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:

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

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

If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME  
**KEVIN LEWIS WALKER ESTATE**

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

10. OPTIONAL FILER REFERENCE DATA:

## UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

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

**2024385925-4**

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

12a. ORGANIZATION'S NAME

**KEVIN LEWIS WALKER ESTATE**

OR 12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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

13a. ORGANIZATION NAME

OR 13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

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

15. This FINANCING STATEMENT AMENDMENT:

covers timber to be cut

covers as-extracted collateral

is filed as a fixture filing

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

17. Description of real estate:

18. MISCELLANEOUS:



-Exhibit F-

RECORDING REQUESTED BY:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

APN: 957-570-005

File No.: 30291 KH

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

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

T.R.A.: 013-109

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

For valuable consideration, receipt of which is hereby acknowledged,

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

hereby GRANT(S) to

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

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

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

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Memory Starburst Trust, dated June 23, 2021

Dated: December 1, 2022
  
 \_\_\_\_\_  
 Kevin Walker, Trustee

  
 \_\_\_\_\_  
 Donnabelle Mortel, Trustee

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

STATE OF California )  
 COUNTY OF Riverside ) §

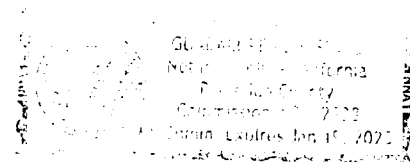
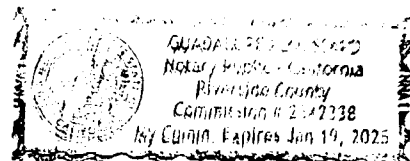
On December 1, 2022 before me, Guadalupe Roussard, Notary Public, personally appeared Kevin Walker and Donnabelle Mortel \*\*\*\*\*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Guadalupe Roussard



**ILLEGIBLE NOTARY SEAL DECLARATION**

Government Code 27361.7


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

Name of Notary GUADALUPE PLOUSSARD

Name of County RIVERSIDE

Date of Commission Expires JANUARY 19, 2025

Notary Identification Number 2342338

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

Date 12/2/2022

Location TEMECULA, CALIFORNIA  
(City)  
State of California

-Exhibit G-

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

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

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

c/o 31990 Pasos Place

Temecula, California [92591]

non-domestic *without* the United States

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

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

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

C/o BARRY LEE O'CONNOR

3691 Adams Street

Riverside, California [92504]

Express Mail #EI988807156US

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

C/o NAJI DOUMIT, MARINAJ PROPERTIES LLC

1130 South Tamarisk Drive

Anaheim, California [92807]

Registered Mail #RF775821012US

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

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

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

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

*Claimant(s)/Plaintiff(s),*

*vs.*

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

*Defendant(s)/Respondent(s).*

### **CASE NO.:**

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

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

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

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

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



1 *Special Limited Appearance.* Kevin is a natural freeborn Sovereign and state  
2 Citizen of California the republic in its De'jure capacity as one of the several states  
3 of the Union 1789. This incidentally makes him a national of the republic as per the  
4 De'Jure Constitution for the United States 1777/1789.  
5 Claimants/Plaintiffs, acting through their Attorney-in-Fact, assert their *unalienable*  
6 right to contract, as secured by Article I, Section 10 of the Constitution, which  
7 states: "No State shall... pass any Law impairing the Obligation of Contracts." and  
8 thus which *prohibits* states from impairing the obligation of contracts. This clause  
9 **unequivocally** prohibits states from impairing the obligation of contracts, including  
10 but not limited to, a trust and contract agreement as an 'Attorney-In-Fact,' and any  
11 private contract existing between Plaintiffs and Defendants. A copy of the  
12 'Affidavit: Power of Attorney In Fact,' is attached hereto as **Exhibit I** and  
13 incorporated herein by reference. Plaintiffs further rely on their *unalienable and*  
14 **inherent** rights under the Constitution and the common law — rights that **predate**  
15 the formation of the state and remain safeguarded by due process of law.

16 **I. Constitutional Basis:**

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

20 Claimants/Plaintiffs respectfully assert and affirm:

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

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

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

## 23 **II. Supremacy Clause**

24 Claimants/Plaintiffs respectfully assert and affirm that:

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

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

### III. DESCRIPTION OF AFFECTED PRIVATE TRUST PROPERTY

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

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

#### IV. STANDING

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

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

**V. \*\* Notice of Administrative Process \*\***

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

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

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

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

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

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

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

This section establishes that a contract can be formed in any manner sufficient  
to show agreement, including conduct. By issuing the citation (an implied offer  
to contract), You/Dedenant(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  
procuration to all of the the fact and terms stipulated in this Affidavit Notice  
and Self-Executing Contract and Security Agreement.

**VII. Legal and Procedural Basis**

**1. Mailbox/Postal Rule:**

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



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

## **2. Offer and Acceptance:**

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

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

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

## **VIII. Plain Statement of Facts**

**KNOW ALL MEN BY THESE PRESENT**, that I, **Kevin: Walker**, proceeding *sui juris, In 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**

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

- 3 1. I, Kevin: Walker *proceeding sui juris, In Propria Persona*, by *Special Limited*  
4 *Appearance*, herby state again for the record that I explicitly **reserve all my**  
5 **rights and waive absolutely none**. See U.C.C. § 1-308.
- 6 2. I, Kevin: Walker, *proceeding sui juris, In Propria Persona*, by *Special Limited*  
7 *Appearance*, herby invoke *equity and fairness*.
- 8 3. Consistent with the **eternal tradition of natural common law**, unless I have  
9 **harmed or violated someone or their property, I have committed no crime; and**  
10 **I am therefore not subject to any penalty**. I act in accordance with the following  
11 **U.S. Supreme Court case**: "The individual may stand upon his **constitutional**  
12 **rights** as a citizen. He is entitled to carry on his **private** business in his own way.  
13 **His power to contract is unlimited**. He owes no such duty [to submit his books  
14 and papers for an examination] to the State, since he receives nothing therefrom,  
15 beyond the protection of his life and property. His rights are such as existed by  
16 the law of the land [Common Law] **long antecedent to the organization of the**  
17 **State**, and can only be taken from him by due process of law, and in accordance  
18 with the Constitution. Among his **rights** are a **refusal to incriminate himself**,  
19 **and the immunity of himself and his property from arrest or seizure except**  
20 **under a warrant of the law**. He owes nothing to the public so long as he does  
21 not trespass upon their rights." **Hale v. Henkel**, 201 U.S. 43 at 47 (1905).
- 22 4. I reserve my natural **common law right** not to be compelled to perform under  
23 any **contract** that I did not enter into knowingly, voluntarily, and  
24 **intentionally**. And furthermore, I do **not** accept the liability associated with the  
25 compelled and pretended "benefit" of any hidden or unrevealed contract or  
26 commercial agreement. As such, the hidden or unrevealed contracts that  
27 supposedly create obligations to perform, for persons of subject status, are  
28 inapplicable to me, and are null and void. If I have participated in any of the

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

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

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

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

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

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

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

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

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

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

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

**CONDITIONALLY ACCEPTED upon proof**

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

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

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

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

**FURTHER AFFIANT SAYETH NOT.**

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**IX. Foundational ‘Case Law’ on Standing, Mortgage Fraud, Foreclosure, Corporate Overreach**

Plaintiffs referenced the following case law summary highlights key legal principles on jurisdiction, standing, and procedural requirements in financial and mortgage-related cases. Courts consistently void judgments rendered without proper jurisdiction and

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

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

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

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

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

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

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

**4. Indymac Bank v. Boyd**, 880 N.Y.S.2d 224 (2009): "To establish a prima facie case in an action to foreclose a mortgage, the plaintiff must establish the existence of the mortgage and the mortgage note. It is the law's policy to allow only an aggrieved person to bring



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

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

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

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

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

### **C. Corporate and Banking Overreach**

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

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



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

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

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

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

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

#### **E. Contract and Consideration Principles**

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

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

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

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

- Where **rights** secured by the Constitution are involved, **there can be no rule making or legislation** which would abrogate them." — *Miranda v. Arizona*, 384 U.S.
- "The state **cannot** diminish **Rights** of the **people**." — *Hurtado vs. California*, 110 US 516.
- "When enforcing mere statutes, judges of all courts do not act judicially (and thus are not protected by "qualified" or "limited immunity," - SEE: *Owen v. City*, 445 U.S. 662; *Bothke v. Terry*, 713 F2d 1404) - - "but merely act as an extension as an agent for the involved agency -- but only in a "ministerial" and not a "discretionary capacity..." *Thompson v. Smith*, 154 S.E. 579, 583; *Keller v. P.E.*, 261 US 428; *F.R.C. v. G.E.*, 281, U.S. 464.
- "Public officials are **not** immune from suit when they transcend their lawful authority by invading constitutional **rights**." — *AFLCIO v. Woodward*, 406 F2d 137 t.
- "Immunity **fosters neglect and breeds irresponsibility** while liability promotes care and caution, which caution and care is owed by the government to its people." (Civil Rights) **Rabon vs Rowen Memorial Hospital, Inc.** 269 N.S. 1, 13, 152 SE 1 d 485, 493.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

**XVII. ESTOPPEL BY ACQUIESCENCE:**

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

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Invoice #MIRINAJDISHONOR25

## INVOICE and/or TRUE BILL

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

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

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

**Total Due:** \$100,000,000.00 USD

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

**Total Due by 02/12/2025:** \$500,000.00 USD

**Total Due after 02/12/2025:** \$100,000,000.00 USD

## **EXHIBITS/ATTACHMENTS:**

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

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## **WORDS DEFINED GLOSSARY OF TERMS:**

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

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

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

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

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, 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

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## PROOF OF SERVICE

STATE OF CALIFORNIA                   )  
  )         ss.  
COUNTY OF RIVERSIDE               )

I competent, over the age of eighteen years, and not a party to the within action. My mailing address is the Walkernova Group, **care of:** 30650 Rancho California Road suite #406-251, Temecula, California [92591]. On February 10, 2025, I served the within documents:

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

# - Exhibit E-

Self-Executing Contract Security Agreement — Express Mail #E1988807156US — Dated: 02/08/2025

## 2. **Exhibit A through K.**

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

Bary Lee O'Connor  
C/o BARRY LEE O'CONNOR  
3691 Adams Street  
Riverside, California [92504]  
Express Mail #E1988807156US

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

On February 8, 2025, I served the within documents **by Electronic Service.** Based on a court order and/or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification addresses listed below.

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

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



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

/s/Corey Walker/  
Corey Walker

//

**COMMERCIAL OATH AND VERIFICATION:**

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

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

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

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

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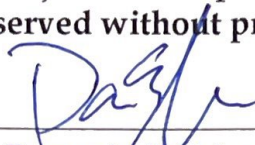
**COMMERCIAL OATH AND VERIFICATION:**

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

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


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

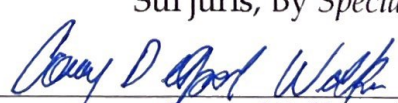
proceeding sui juris, In Propria Persona, by *Special Limited Appearance*,  
**All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.**

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

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

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

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

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**NOTICE:**

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

**ACKNOWLEDGEMENT:**

State of California )  
) ss.  
County of Riverside )

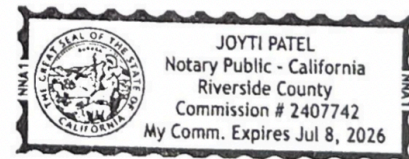
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 8th day of February, 2025, before me, Joyti Patel, a Notary Public, personally appeared Kevin Walker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Joyti Patel (Seal)



-Exhibit H-



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

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

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

c/o 31990 Pasos Place

Temecula, California [92591]

non-domestic *without* the United States

[team@walkernovagroup.com](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):** Barry-Lee: O'Connor

C/o BARRY LEE O'CONNOR

3691 Adams Street

Riverside, California [92504]

Registered Mail #RF775822865US

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

C/o NAJI DOUMIT, MARINAJ PROPERTIES LLC

1130 South Tamarisk Drive

Anaheim, California [92807]

Registered Mail #RF775822874US

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

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

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

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

*Claimant(s)/Plaintiff(s),*

*vs.*

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

*Defendant(s)/Respondent(s).*

### **CASE NO.:**

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

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

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

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

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

*Special Limited Appearance.* **Kevin** is a **natural freeborn Sovereign and state**

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

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

15 **I. Constitutional Basis:**

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

19 Claimants/Plaintiffs respectfully assert and affirm:

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

so long as he does not trespass upon their rights." (*Hale v. Henkel*, 201 U.S. 43, 47 [1905]).

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

## II. Supremacy Clause

Claimants/Plaintiffs respectfully assert and affirm that:

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

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

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

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

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



#### IV. STANDING

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

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

**V. \*\* Notice of Administrative Process \*\***

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

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

**VI. NOTICE OF DEFAULT**

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

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 Claimant(s)/Plaintiff(s). 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 and CONTRACT titled, '3/90 DAY NOTICE TO QUIT' (Exhibit H), pertaining to the **private trust property**.

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

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

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

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

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

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

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

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

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

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

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

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

**VIII. Legal and Procedural Basis**

**1. Mailbox/Postal Rule:**

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

**2. Offer and Acceptance:**

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

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

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

## IX. Plain Statement of Facts

KNOW ALL MEN BY THESE PRESENT, that I, **Kevin: Walker**, proceeding *sui juris, In 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. Consistent with the **eternal tradition of natural common law**, unless I have **harmed or violated someone or their property, I have committed no crime; and I am therefore not subject to any penalty**. I act in accordance with the following **U.S. Supreme Court case**: "The individual may stand upon his **constitutional rights** as a citizen. He is entitled to carry on his **private** business in his own way.

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

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

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

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



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

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

**CONDITIONALLY ACCEPTED upon proof**

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

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



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

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

**FURTHER AFFIANT SAYETH NOT.**

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**IX. Foundational ‘Case Law’ on Standing, Mortgage Fraud,  
Foreclosure, Corporate Overreach**

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

**A. Jurisdiction and Standing in Court**

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

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

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

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

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

### 11 **C. Corporate and Banking Overreach**

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

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

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

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

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

### **E. Contract and Consideration Principles**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 immunity and waiver of any decision rights of remedy.

28 //



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

## **XVII. ESTOPPEL BY ACQUIESCENCE:**

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

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

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

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

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Invoice #MIRINAJDISHONOR25

## INVOICE and/or TRUE BILL

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

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

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

**Total Due:** \$100,000,000.00 USD

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

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

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

## **EXHIBITS/ATTACHMENTS:**

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

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## **WORDS DEFINED GLOSSARY OF TERMS:**

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

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



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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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On February 14, 2025, I served the within documents by **Electronic Service**. Based on a court order and/or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification addresses listed below.

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

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

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

/s/Corey Walker/  
Corey Walker

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**COMMERCIAL OATH AND VERIFICATION:**

County of Riverside )

) Commercial Oath and Verification

The State of California )

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

Our Lord two thousand and twenty five:

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

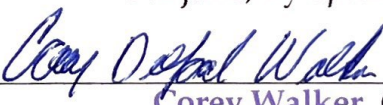
By:   
**Kevin Walker**, Authorized Representative,  
Attorney-In-Fact, Secured Party, Executor, national, private bank(er)

//

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

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

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

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**NOTICE:**

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



**ACKNOWLEDGEMENT:**

State of California )

) ss.

County of Riverside )

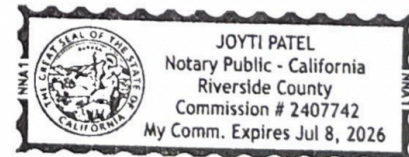
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 14th day of February, 2025, before me, Joyti Patel, a Notary Public, personally appeared Kevin Walker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Joyti Patel (Seal)





-Exhibit I-

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

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

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

c/o 31990 Pasos Place

Temecula, California [92591]

non-domestic *without* the United States

[team@walkernovagroup.com](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):** Barry-Lee: O'Connor

C/o BARRY LEE O'CONNOR

3691 Adams Street

Riverside, California [92504]

Registered Mail #RF775823755US

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

C/o NAJI DOUMIT, MARINAJ PROPERTIES LLC

1130 South Tamarisk Drive

Anaheim, California [92807]

Registered Mail #RF775823764US

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

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

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

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

*Claimant(s)/Plaintiff(s),*

*vs.*

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

*Defendant(s)/Respondent(s).*

### **CASE NO.:**

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

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

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

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

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

1 *Special Limited Appearance.* Kevin is a natural freeborn Sovereign and state  
2 Citizen of California the republic in its De'jure capacity as one of the several states  
3 of the Union 1789. This incidentally makes him a national of the republic as per the  
4 De'Jure Constitution for the United States 1777/1789.  
5 Claimants/Plaintiffs, acting through their Attorney-in-Fact, assert their *unalienable*  
6 right to contract, as secured by Article I, Section 10 of the Constitution, which  
7 states: "No State shall... pass any Law impairing the Obligation of Contracts." and  
8 thus which *prohibits* states from impairing the obligation of **contracts**. This clause  
9 **unequivocally** prohibits states from impairing the obligation of contracts, including  
10 but not limited to, a trust and contract agreement as an 'Attorney-In-Fact,' and any  
11 private contract existing between Plaintiffs and Defendants. A copy of the  
12 'Affidavit: Power of Attorney In Fact,' is attached hereto as **Exhibit I** and  
13 incorporated herein by reference. Plaintiffs further rely on their *unalienable and*  
14 **inherent** rights under the **Constitution** and the **common law** — rights that **predate**  
15 the formation of the state and remain safeguarded by due process of law.

16 **I. Constitutional Basis:**

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

20 Claimants/Plaintiffs respectfully assert and affirm:

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

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

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

## 23 **II. Supremacy Clause**

24 Claimants/Plaintiffs respectfully assert and affirm that:

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

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

### III. DESCRIPTION OF AFFECTED PRIVATE TRUST PROPERTY

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

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

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

#### IV. STANDING

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

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

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

**V. \*\* Notice of Administrative Process \*\***

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

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



## VI. NOTICE OF DEFAULT and OPPORTUNITY TO CURE

This notice serves as formal **NOTICE OF DEFAULT AND OPPORTUNITY TO CURE**, concerning the OFFER and CONTRACT titled, '3/90 DAY NOTICE TO QUIT' (Exhibit H). 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 Claimant(s)/Plaintiff(s). 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 and CONTRACT titled, '3/90 DAY NOTICE TO QUIT' (Exhibit H), pertaining to the **private trust property**.

## VII. 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**.

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

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

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

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

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

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

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

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

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

8. **U.C.C. § 3-306 – Claims to an Instrument:** This section states that a claim against a negotiable instrument must be **lawfully substantiated** to be enforceable. As You/Defendant(s)/Respondent(s) have failed to present **lawful proof of claim**, no enforceable right exists to challenge the standing, claims, or interests of the Claimant(s)/Plaintiff(s). All objections are now **waived** through silent acquiescence.

9. **U.C.C. § 9-509 – Persons Entitled to File a Financing Statement:** Under this provision, a **Secured Party** has the right to file a financing statement when a valid security interest exists. By failing to rebut the terms stipulated in this agreement, You/Defendant(s)/Respondent(s) have **expressly consented to the filing of a UCC-1 Financing Statement**, securing the interest of the Claimant(s)/Plaintiff(s) against all assets, accounts, and collateral associated with the dishonored obligation.

## **VIII. Legal and Procedural Basis**

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

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

### **2. Offer and Acceptance:**

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

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

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

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

**IX. Plain Statement of Facts**

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

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

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

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

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

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



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

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

**CONDITIONAL ACCEPTANCE upon proof**

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

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



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

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

**FURTHER AFFIANT SAYETH NOT.**

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**IX. Foundational ‘Case Law’ on Standing, Mortgage Fraud, Foreclosure, Corporate Overreach**

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

**A. Jurisdiction and Standing in Court**

Courts have consistently held that judgments rendered without subject matter jurisdiction are void from inception, and parties must have **standing** to invoke a

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

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

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

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

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

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

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

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

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

### C. Corporate and Banking Overreach

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

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

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

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

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

- 9 • **Federal Rule of Civil Procedure 17(a)(1)**: "[A]n action must be prosecuted in  
10 the name of the real party in interest."
- 11 • **In re Jacobson**, 402 B.R. 359, 365-66 (Bankr. W.D. Wash. 2009): Emphasizes that  
12 actions must be filed by the real party in interest.
- 13 • **United States v. Kis**, 658 F.2d 526 (7th Cir. 1981): "Indeed, no more than  
14 (affidavits) is necessary to make the prima facie case." Cert. denied, S. Ct.  
15 (1982).
- 16 • **U.S. v. Tweel**, 550 F.2d 297 (1977): "Silence can only be equated with fraud  
17 where there is a legal or moral duty to speak or when an inquiry left  
18 unanswered would be intentionally misleading."

#### 19 **E. Contract and Consideration Principles**

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

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

## X. LEGAL STANDARDS, MAXIMS, AND PRECEDENT

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

- Where **rights secured by** the Constitution are involved, **there can be no rule making or legislation** which would abrogate them." — Miranda v. Arizona, 384 U.S.
- "The state **cannot** diminish **Rights** of the **people**." — Hurtado vs. California, 110 US 516.
- "When enforcing mere statutes, judges of all courts do not act judicially (and thus are not protected by "qualified" or "limited immunity," - SEE: Owen v. City, 445 U.S. 662; Bothke v. Terry, 713 F2d 1404) - - "but merely act as an extension as an agent for the involved agency -- but only in a "ministerial" and not a "discretionary capacity..." Thompson v. Smith, 154 S.E. 579, 583; Keller v. P.E., 261 US 428; F.R.C. v. G.E., 281, U.S. 464.
- "Public officials are **not** immune from suit when they transcend their lawful authority by invading constitutional **rights**." — AFLCIO v. Woodward, 406 F2d 137 t.
- "Immunity **fosters neglect and breeds irresponsibility** while liability promotes care and caution, which caution and care is owed by the government to its people." (Civil Rights) **Rabon vs Rowen Memorial Hospital, Inc.** 269 N.S. 1, 13, 152 SE 1 d 485, 493.
- "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.
- "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.
- "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.

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

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

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



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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

XVII. **ESTOPPEL BY ACQUIESCENCE:**

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

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Invoice #MIRINAJDISHONOR25

## INVOICE and/or TRUE BILL

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

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

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

**Total Due:** \$100,000,000.00 USD

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

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

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

## **EXHIBITS/ATTACHMENTS:**

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



## **WORDS DEFINED GLOSSARY OF TERMS:**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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## PROOF OF SERVICE

STATE OF CALIFORNIA )  
) ss.  
COUNTY OF RIVERSIDE )

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

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

**2. Exhibit A through M.**

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

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

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

Anaheim, California [92807]  
**Registered Mail #RF775823764US**

On March 14, 2025, I served the within documents by **Electronic Service**.  
Based on a court order and/or an agreement of the parties to accept service by  
electronic transmission, I caused the documents to be sent to the persons at the  
electronic notification addresses listed below.

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

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

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

/s/Corey Walker/  
Corey Walker

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**COMMERCIAL OATH AND VERIFICATION:**

County of Riverside )

) Commercial Oath and Verification

The State of California )

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



Truth regarding same signed and sealed this 14TH 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.**

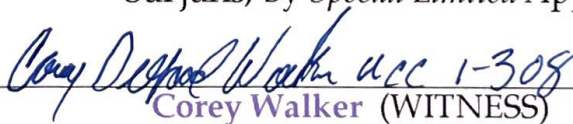
By:   
**Kevin Walker**, Authorized Representative,  
Attorney-In-Fact, Secured Party, Executor, national, private bank(er)

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

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

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

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**NOTICE:**

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



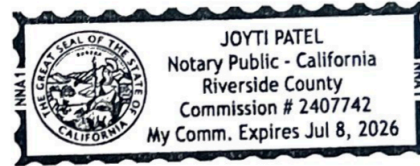
**JURAT:**

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

Joyti Patel, Notary public  
print  
Joyti Patel Seal:



**-Exhibit J-**

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

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

c/o 30650 Rancho California Road #406-251

Temecula, California [92591]

non-domestic *without* the United States

[team@walkernovagroup.com](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):** Barry-Lee: O'Connor

C/o BARRY LEE O'CONNOR

3691 Adams Street

Riverside, California [92504]

Registered Mail #RF775824288US

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

C/o NAJI DOUMIT, MARINAJ PROPERTIES LLC

1130 South Tamarisk Drive

Anaheim, California [92807]

Registered Mail #RF775824291US

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

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

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

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

*Claimant(s)/Plaintiff(s),*

*vs.*

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

*Defendant(s)/Respondent(s).*

#### **CASE NO.:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## NO QUALIFIED OR LIMITED IMMUNITY

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

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

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

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

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

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

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

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

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

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

**FURTHER AFFIANT SAYETH NOT.**

//

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

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

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

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

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

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

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

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

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

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

19 This section allows common law principles to supplement the UCC.  
20 Under the doctrine of **equity** and **fair dealing**, failure to provide the  
21 requested proof constitutes bad faith and silent acquiescence, tacit  
22 agreement, and tacit 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

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

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

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

11 **III. Legal Basis for Proof of Delivery via Registered Mail**

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

18 **Key Legal Precedents Supporting Proof of Delivery**

- 19 **1. U.S. v. Bowen, 414 F.2d 1268 (3rd Cir. 1969)** – The court held that when  
20 **Registered Mail is sent with return receipt requested** and the receipt is signed,  
21 it constitutes **prima facie evidence of delivery**, meaning the burden shifts to the  
22 recipient to prove non-receipt.
- 23 **2. Hagner v. United States, 285 U.S. 427 (1932)** – The Supreme Court ruled that mailing a  
24 document via **Registered Mail creates a strong presumption of receipt** by the  
25 intended party, further solidifying the evidentiary weight of proper mailing.
- 26 **3. NLRB v. Local Union No. 103, 434 U.S. 335 (1978)** – The Court established that a **return**  
27 **receipt provides sufficient proof of service** unless rebutted with clear and convincing  
28 evidence to the contrary.

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

4 **5. 39 U.S.C. § 3009** – Governs the legality and evidentiary weight of **Registered Mail**,  
5 affirming that mailing with proof of delivery (e.g., Form 3811) is **legally sufficient**  
6 **evidence of receipt**.

7 **6. 26 U.S.C. § 7502** – This statute explicitly states that the **date of mailing is deemed the**  
8 **date of filing or receipt** when Registered Mail is used, providing strong evidentiary  
9 support for the **timely delivery and legal effect** of mailed documents.

#### 10 **Application of the Mailbox Rule**

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

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

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

23 Furthermore, **26 U.S.C. § 7502** affirms that the date of mailing via **Registered Mail** is  
24 deemed the date of filing or receipt, solidifying its evidentiary value. **Federal Rules of**  
25 **Evidence Rule 301** shifts the burden to the recipient to prove non-receipt, while **39 U.S.C.**  
26 **§ 3009** reinforces the legal sufficiency of proof of delivery through postal records.

27 Accordingly, any challenge to the delivery or receipt of documents sent via  
28 **Registered Mail with return receipt** must meet a high evidentiary threshold,



1 ensuring that mailed documents are legally recognized as served and received.

2 **Judgement of \$100,000,000.00 Considered, AGREED TO and Authorized BY**  
3 **PLAINTIFFS.**

4 1. As **considered**, agreed, and stipulated by Plaintiff in the unrebutted verified  
5 commercial affidavits, and self-executing contract and security agreement  
6 (Exhibits E, F, G, and H), Plaintiff **fully authorizes, endorses, supports,** and  
7 advocates for the entry of a UCC commercial judgement and lien in the amount  
8 of **One Hundred Million and 00/100 Dollars (\$100,000,000.00)** against Plaintiff,  
9 **in favor of Defendants**, as also **evidenced** by INVOICE/TRUE BILL  
10 **#MIRINAJDISHONOR25** which is a part of **Exhibit H**. INVOICE/TRUE BILL  
11 **#MIRINAJDISHONOR25** is attached hereto as **Exhibit M** and incorporated  
12 herein by reference.

13 2. As **considered**, agreed, and stipulated by Plaintiff in the unrebutted verified  
14 commercial affidavits, and self-executing contract and security agreement  
15 (Exhibits E, F, G, and H), should it be **deemed** necessary, the Defendants are  
16 **fully Authorized** to initiate the filing of a lien, and the seizing of property to  
17 secure satisfaction of the **ADJUDGED, DECREED, AND AUTHORIZED** sum  
18 total due to **Affiant**, and/or Defendants of, **One Hundred Million and 00/100**  
19 **Dollars (\$100,000,000.00).**

20 3. Plaintiff has **not** submitted any **evidence** to contradict or rebut the  
21 statements made in the affidavits. As a result, the facts set forth in the  
22 affidavits are deemed true and uncontested. Even then non-applicable  
23 California Evidence Code § 664 and related case law support the  
24 presumption that official duties have been regularly performed, and  
25 unrebutted affidavits stand as Truth.

26 4. Plaintiff may not argue, controvert, or otherwise protest the finality of the  
27 administrative findings established through the unrebutted affidavits. As per  
28 established legal principles, once an affidavit is submitted and not rebutted, its

content is accepted as true, and Defendants are barred from contesting these findings in subsequent processes, whether administrative or judicial.

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

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

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

### **A. Violations of Constitutional Protections**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19 **1. You/Defendant(s)/Respondent(s), individually and collectively, expressly**  
20 **agree that within three (3) days** of receipt of this **contract offer**, You/  
21 **Defendant(s)/Respondent(s) shall:**

- 22 • **Issue restitution payment in the total sum certain of Five Hundred**  
23 **Thousand U.S. Dollars (\$500,000.00 USD).**  
24 • **Acknowledge that said amount becomes immediately due and payable to**  
25 **Claimant(s)/Plaintiff(s).**

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



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

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

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

- Willfully violating public policy and the Constitution
- Directly responsible for injury and damage to Affiant

3. Failure to respond constitutes binding contractual agreement and irrevocable admission of guilt under commercial and common law, enforceable as a matter of law and record.

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

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

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

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

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

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

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

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

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

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

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

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

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

**XIII. ESTOPPEL BY ACQUIESCENCE:**

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

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

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

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

(For any terms you do not “understand,” refer to **Black’s Law Dictionary, 6th Ed.**). Furthermore, **failure to fully respond** will constitute **express agreement** that You/ Defendant(s)/ Respondent(s) **shall not argue, controvert, or protest** the finality of these findings **in any administrative or judicial process**, as certified by **Notary or Witness Acceptor** in an **Affidavit Certificate of Non-Response and/or Judgment** or similar binding instrument.

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

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

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

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

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

- **Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976):**

*“Statements of fact contained in affidavits which are not rebutted by the opposing party's affidavit or pleadings may be accepted as true by the trial court.”*

Failure to fully comply within the required timeframe constitutes **absolute admission, binding legal agreement, and final settlement of all claims as a matter of law and commerce.**

Invoice #MIRINAJDISHONOR25

## 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 03/26/2025:** \$300,000,000.00 USD  
**Total Due after 03/26/2025:** \$1,000,000,000,000.00 USD



## **EXHIBITS/ATTACHMENTS:**

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

14. **Exhibit M:** Self-Executing Contract Security Agreement #RF775823755US —  
Dated: 03/14/2025 (**AFFIDAVIT and Plain Statement of Facts:** **NOTICE OF**  
**DEFAULT AND OPPORTUNITY TO CURE** AND **NOTICE OF CLAIM, FRAUD,**  
**EXTORTION, COERCION, SLANDER OF TITLE, RACKETEERING,**  
**CONSPIRACY, DEED AND TITLE FRAUD, INJURY AND DAMAGE**

## **WORDS DEFINED GLOSSARY OF TERMS:**

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

1. **automobile:** a passenger vehicle that does not transport persons for hire. This includes station wagons, sedans, vans, and sport utility vehicles. See, California Vehicle Code (CVC) §465.
2. **commercial vehicle:** A “**commercial vehicle**” is a vehicle which is used or maintained for the transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily for the transportation of property (for example, trucks and pickups). See CVC §260.
3. **motor vehicle:** The term “**motor vehicle**” means every description of carriage or other contrivance propelled or drawn by mechanical power **and** used for **commercial purposes** on the highways in the transportation of passengers, passengers and property, or property or cargo. See 18 U.S. Code § 31 - Definitions.
4. **financial institution:** a **person**, an **individual**, a **private banker**, a business engaged in vehicle sales, including automobile, airplane, and boat sales, persons involved in real estate closings and settlements, the United States Postal Service, a commercial bank or trust company, any credit union, an agency of the United States Government or of a State or local government carrying out a duty or power of a business described in this paragraph, a broker or dealer in securities or commodities, a currency exchange, or a business engaged in the exchange of currency, funds, or value that substitutes for currency or funds, financial agency, a loan or finance company, an issuer, redeemer, or cashier of travelers’ checks, checks, money orders, or similar instruments, an operator of a credit card system, an insurance company, a licensed sender of money or any other person who engages as a business in the transmission of currency, funds, or value that substitutes for currency, including any person who engages as a business in an informal money transfer system or any network of people who engage as a

business in facilitating the transfer of money domestically or internationally outside of the conventional financial institutions system. Ref, 31 U.S. Code § 5312 - Definitions and application.

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

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

7. **bank:** a **person** engaged in the business of banking and includes a savings bank, savings and loan association, credit union, and **trust company**. The terms "banks", "national bank", "national banking association", "member bank", "board", "district", and "reserve bank" shall have the meanings assigned to them in section 221 of this title. An institution, of great value in the commercial world, empowered to receive deposits of money, to make loans. and to issue its promissory notes, (designed to circulate as money, and commonly called "bank-notes" or "bank-bills" ) or to perform any one or more of these

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

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

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

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

11. **driver:** The term "driver" (i.e: "driver's license") means One **employed** in conducting a coach, carriage, wagon, or other vehicle, with horses, mules, or other animals.

12. **may:** An auxiliary verb qualifying the meaning of another verb by expressing ability, competency, liberty, permission, probability or contingency. — Regardless of the instrument, however, whether

1 constitution, statute, deed, contract or whatnot, **courts not infrequently construe "may" as "shall" or**  
2 **"must".** — See Black's Law Dictionary, 4th Edition page 1131.

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

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

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

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

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

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

# PROOF OF SERVICE

STATE OF CALIFORNIA )  
) ss.  
COUNTY OF RIVERSIDE )

I competent, over the age of eighteen years, and not a party to the within action. My mailing address is the Walkernova Group, **care of:** 30650 Rancho California Road suite #406-251, Temecula, California [92591]. On March 24, 2025, I served the within documents:

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

2. **Exhibit A through M.**

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

Naji Doemt, Mary Doumit, Daniel Doemt  
C/o NAJI DOUMIT, MARINAJ PROPERTIES, FOCUS ESTATES INC  
1130 South Tamarisk Drive  
Anaheim, California [92807]  
Registered Mail #RF775824291US

Barry-Lee: O'Connor  
C/o BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES  
3691 Adams Street  
Riverside, California [92504]  
Registered Mail #RF775824288US



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

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

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 22, 2025 in Riverside County, California.

/s/Corey Walker/  
Corey Walker

**COMMERCIAL OATH AND VERIFICATION:**

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

I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and not misleading to the best of Affiant's knowledge and belief under penalty of International Commercial Law and state this to be HIS Affidavit of Truth regarding same signed and sealed this 22ND day of MARCH in the year of Our Lord two thousand and twenty five:

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

By: Kevin Walker  
**Kevin Walker**, Attorney In Fact, Secured Party,  
 Executor, national, private bank(er) EIN # 9x-xxxxxxx

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

Sui juris, By Special Limited Appearance,

By:

*Donnabelle Mortel*

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.

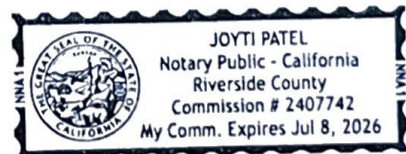
*Joyti Patel*

Notary public

print

*Joyti Patel*

Seal:



-Exhibit K-



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Barry Lee O'Conner  
% BARRY LEE O'CONNOR & ASSOCIATES  
3091 Adams Street  
Riverside, California [92504]



9590 9402 8731 3310 3737 31

2.

EI 988 807 156 US

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                               | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       |   |
| <input type="checkbox"/> Insured Mail                                  |   |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |   |



-Exhibit L-



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Barry Lee O'Connor, Agent(s)  
% BARRY LEE O'CONNOR  
3691 Adams Street  
Riverside, California [92504]



9590 9402 8731 3310 3700 68

## 2. Article Number (Transfer from service label)

RF 775 822 865 US

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

☒ ☐ Agent☐ Addressee

## B. Received by (Printed Name)

## C. Date of Delivery

2/18/25

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery



-Exhibit M-



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Naji, Mary, Daniel Doumit  
c/o FOCUS ESTATES & MARINA  
1130 South Tamavisk Drive  
Anaheim, California [92807]



9590 9402 8731 3310 3700 75

2. Article Number (Transfer from service label)

RF 775 822 874 US

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

☐ Agent☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                               | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       |   |
| <input type="checkbox"/> Insured Mail                                  |   |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |   |



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Barry  
% BARRY LEE O'CONNOR  
3691 Adams Street  
Riverside, California [92504]



9590 9402 8731 3310 3744 31

2. Article Number (Transfer from service label)

RF 775 823 755 US

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *[Signature]*☒ Agent  
☐ Addressee

B. Received by (Printed Name)

KELSEY

C. Date of Delivery

3/17/2025

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☒ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery



-Exhibit N-



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Barry, Naji, Mary, Daniel  
% BARRY LEE O'CONNOR  
3691 Adams Street  
Riverside, California [92504]



9590 9402 8731 3310 3744 62

2. Article Number (Transfer from service label)

RF 775 824 288 US

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X**☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                               | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       |   |
| <input type="checkbox"/> Insured Mail                                  |   |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |   |



-Exhibit O-



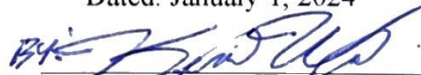
## Certification of Trust

The undersigned, after first being duly sworn and upon their oath, states as follows:

1. This Certificate of Trust refers to KEVIN WALKER and KEVIN WALKER ESTATE and KEVIN WALKER IRR TRUST, Trustee, or their successors in trust, under the **WG EXPRESS TRUST**, dated **January 1, 2024**.
2. The Trust was formed on **January 1, 2024** and is in existence as of today.
3. The initial Trustees of the Trust are:  
**KEVIN WALKER and KEVIN WALKER ESTATE and KEVIN WALKER IRR TRUST**
4. The present Trustees of the Trust are:  
**KEVIN WALKER and KEVIN WALKER ESTATE and KEVIN WALKER IRR TRUST**
5. The Successor Trustee is:  
**WALKERNOVA FAMILY IRREVOCABLE EXPRESS**
6. Title to the property in this trust shall be taken as **"WG Express, trustee of the WG Private Irrevocable Trust, dated February 7, 2022"**
7. The Trust is private, non-statutory, and irrevocable. There have been no amendments limiting the powers of the Trustee over the trust property.
8. Each Trustee shall have full authority and power to **act independently and without the consent of any other Trustee** to open bank accounts; lend and/or borrow funds; convey property owned by the Trust; sell, lease, or encumber Trust property; engage in commerce and/or business transactions; make special deposits; and issue debt instruments, bonds, drafts, orders, bills of exchange, checks, money orders, draws, extensions of credit, and letters of credit, as well as to otherwise dispose of Trust property.
9. No person or entity paying money to, or delivering property to, any Trustee shall be required to ensure the proper application of such funds or property. All persons relying on this Certificate regarding the Trustee(s) and their powers over Trust property shall be held harmless from any resulting loss or liability arising from such reliance.
10. A copy of this Certificate of Trust shall be considered as valid and effective as the original.

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

Dated: January 1, 2024



KEVIN WALKER, Trustee

By: **Kevin Walker**, *Authorized Representative*.

### **NOTICE:**

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

## ACKNOWLEDGEMENT:

State of California

)

) ss.

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

County of Riverside

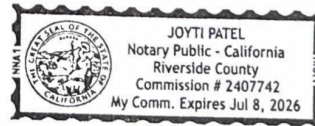
)

On this 1st day of January, 2024, before me, Joyti Patel, a Notary Public, personally appeared Kevin Walker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Joyti Patel (Seal)



-Exhibit P-

**TRUTH AFFIDAVIT**

**IN THE NATURE OF SUPPLEMENTAL  
RULES FOR ADMINISTRATIVE AND MARITIME CLAIMS RULES C(6)**

Grant of Exclusive power of attorney to conduct all  
tax, business, and legal affairs of principal person.

**Date:** December 3, 2023

**POWER OF ATTORNEY IN FACT**

I, KEVIN WALKER, WALKER, KEVIN, KEVIN LEWIS WALKER, WALKER, KEVIN  
L., WALKER, KEVIN LEWIS, or any derivative thereof, **DEBTOR/ENS LEGIS/BANK/  
FINANCIAL INSTITUTION/ARTIFICIAL ENTITY/CORPORATE FICTION**, c/o 5250  
Lankershim Blvd Suite 500, North Hollywood, California, do hereby appoint **Kevin: Walker, a  
Living Soul**, as **Agent with Power of Attorney in Fact**, Non-domestic, c/o 30650 Rancho  
California Road suite # 406-251, Temecula, California, to take exclusive charge of, manage, and  
conduct all of my tax, business and legal affairs, and for such purpose to act for me in my name and  
place, without limitation on the powers necessary to carry out this exclusive purpose of attorney in  
fact as authorized:

- (a) To take possession of, hold, and manage my real estate and all other property;
- (b) To receive money or property paid or delivered to me from any source;
- (c) To deposit funds in, make withdrawals from, or sign checks or drafts against any account standing in  
my name individually or jointly in any bank or other depository, to cash coupons, bonds, or certificates of  
deposits, to endorse checks, notes or other documents in my name; to have access to, and place items in  
or remove them from, any safety deposit box standing in my name individually or jointly, and otherwise  
to conduct bank transactions or business for me in my name;
- (d) To pay my just debts and expenses, including reasonable expenses incurred by my Attorney In Fact  
**Kevin: Walker**, in exercising this **exclusive** power of attorney.
- (e) To retain any investments, invest, and to invest in stocks, bonds, or other securities, or in real estate  
or other property;

(f) To give general and special proxies or exercise rights of conversion or rights with respect to shares or securities, to deposit shares or securities with, or transfer them to protective committees or similar bodies, to join in any reorganization and pay assessments or subscriptions called for in connection with shares or securities;

(g) To sell, exchange, lease, give options, and make contracts concerning real estate or other property for such considerations and on such terms as my Attorney In Fact Kevin: Walker, may consider prudent;

(h) To improve or develop real estate, to construct, alter, or repair building structures and appurtenances or real estate; to settle boundary lines, easements, and other rights with respect to real estate; to plant, cultivate, harvest, and sell or otherwise dispose of crops and timber, and do all things necessary or appropriate to good husbandry.

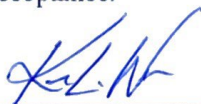
(i) To provide for the use, maintenance, repair, security, or storage of my tangible property;

(j) To purchase and maintain such policies of insurance against liability, fire, casualty, or other risks as my attorney in fact Kevin: Walker may consider prudent;

The Agent/**Living Soul, Kevin: Walker**, is hereby authorized by law to act for and in control of the **DEBTOR/ENS LEGIS/BANK/FINANCIAL INSTITUTION/ARTIFICIAL ENTITY/ CORPORATE FICTION**, or any derivative thereof. In addition, through the exclusive power of attorney, to contract for all business and legal affairs of the principal person: WALKER, KEVIN, **DEBTOR/ENS LEGIS/BANK/FINANCIAL INSTITUTION/ARTIFICIAL ENTITY/ CORPORATE FICTION**. The term "exclusive" shall be construed to mean that while these powers of attorney are in force, only my attorney in fact may obligate me in these matters, and I forfeit the capacity to obligate myself with regard to the same. This grant of Exclusive Power is **Irrevocable** during the lifetime of the Agent/**Living Soul, Kevin: Walker**.

Executed and sealed by the voluntary act of my own hand, this **11th day of December, 2023**. I am.

Acceptance:



KEVIN L. WALKER, GRANTOR



Executed *without* the UNITED STATES, I declare under penalty of perjury under the laws of the united states of America that the foregoing is true and correct. Without Prejudice, UCC § 1-308.

I, the above named **exclusive** Attorney In Fact, do hereby  
Accept the fiduciary interest of the herein-named  
**DEBTOR/ENS LEGIS/BANK/FINANCIAL  
INSTITUTION/ARTIFICIAL ENTITY/CORPORATE  
FICTION** and will execute the herein-granted powers-of-  
attorney with due diligence.

proceeding sui juris, by *special limited appearance*,  
All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.

By: 

**Kevin Walker**, *Authorized Representative, Executor, Attorney In Fact,*  
*Secured Party, Executor, national, private bank(er) EIN # 9x-xxxxxxx*

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

By *Special Limited Appearance*,  
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.

JURAT

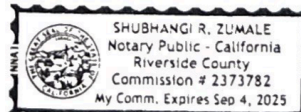
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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 Q-



From: Kevin Lewis Walker, sui juris,  
*Executor, Authorized Representative, Secured Party.*  
 TMKEVIN LEWIS WALKER© ESTATE,  
 TMKEVIN WALKER©,  
 TMDONNABELLE ESCAREZ MORTEL© ESTATE,  
 TMDONNABELLE ESCAREZ MORTEL©.  
 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\*\*\*

**To:** Paul Gustafson, Fiduciary(ies), PHH MORTGAGE  
 CORP, dba PHH MORTGAGE SERVICES.  
 3000 Leadenhall Road  
 Mount Laurel, New Jersey [08054]  
 EIN # 22-2195996  
 Registered Mail # RF661592201US

**To/cc:** Jay Promisco, Fiduciary(ies).  
 C/o SIERRA PACIFIC MORTGAGE COMPANY INC.  
 950 Glenn Drive SUITE 150  
 Folsom, California [95630]  
 EIN # 68-0101170  
 Registered Mail # RF661591529US

**Date:** July 25, 2024

**Loan # 1365377 / Servicer Account # 7241225346**

**AFFIDAVIT CERTIFICATE:**  
**DISHONOR, NON-RESPONSE, DEFAULT, AGREED UPON \$1**  
**BILLION DOLLAR JUDGEMENT, and LIEN AUTHORIZATION.**

TMKEVIN WALKER©, TMKEVIN LEWIS  
 WALKER© ESTATE, TMDONNABELLE  
 MORTEL©, TMDONNABELLE ESCAREZ  
 MORTEL© ESTATE,

Plaintiff(s),

vs.

Paul Gustafson, Jay Promisco, James E.  
 Coffrini, AnneMarie Rapolla, Beth Lashkari,  
 PHH MORTGAGE CORP, PHH MORTGAGE  
 SERVICES, SIERRA PACIFIC MORTGAGE  
 COMPANY INC, GREENHEAD  
 INVESTMENTS INC, OCWEN FINANCIAL  
 CORPORATION, WEST COAST ESCROW,  
 Does 1-100 Inclusive,

Defendant(s).

- FRAUD  
 - EMBEZZLEMENT  
 - IDENTITY THEFT  
 - LARCENY  
 - EXTORTION  
 - COERCION  
 - DEPRIVATION OF RIGHTS UNDER THE  
 COLOR OF LAW  
 - BREACH OF TRUST  
 - FORCED PEONAGE  
 - RECEIVING EXTORTION PROCEEDS  
 - FALSE PRETENSES  
 - EXTORTION OF NATIONAL/  
 INTERNATIONALLY PROTECTED PERSON  
 - VIOLATION OF THE CONSTITUTION  
 - **ALL ASSETS UNDER RECOUPMENT**  
 - **EQUITY IS INVOKED**  
 - **ACCOUNT SETTLED AND CLOSED**  
 - **ALL CONTRACTS VOID AB INITIO.**  
 - **PAYMENT TENDERED in Full Satisfaction.**  
 - **\$1,000,000,000.00 USD - AGREED JUDGEMENT**  
and LIEN AUTHORIZED

**VERIFIED**

KNOW ALL MEN BY THESE PRESENTS, that on this day, before me, a  
**Notary Public**, personally came and appeared **Kevin: Walker**, in propria persona,  
**sui juris, a living soul, natural, freeborn Sovereign**, by limited special appearance.  
 He is herein referred to as 'Affiant,' over 18 years of age, being competent to testify  
 and having first hand knowledge of the facts herein. Affiant declared (or certified,  
 verified, affirmed, or stated) under penalty of perjury under the laws of the United



States of America that the following is true and correct, to the best of Affiants's understanding and belief, and in good faith:

1. As of July 6, 2024, Affiant has **not** received a valid, point for point, written response to the document(s) mailed to the person(s) named below. The document(s) mailed and the mail and delivery date(s) was are:

(1) **Document:** AFFIDAVIT and PLAIN STATEMENT OF FACTS, NOTICE OF **DEFAULT**, DISHONOR, FRAUD, EMBEZZLEMENT. EXTORTION, LARCENY, AND \$10,040,000.00 DUE.

**Certified Mail Number:** 9589071052700983677494.

**Mailed to:** Paul Gustafson, Fiduciary(ies), c/o PHH MORTGAGE CORP, dba PHH MORTGAGE SERVICES. 3000 Leadenhall Road, Mount Laurel, New Jersey [08054].

**Mailed:** April 9, 2024, 1:58 pm.

**Delivered:** "Delivered and Left with Individual at 3000 Leadenhall Road, Mount Laurel, New Jersey 08054, on **April 11, 2024, 8:07 am.**"

**Emailed:** relationshipmanager@mortgagefamily.com, loanservicingqueue@spmc.com.

(2) **Document:** AFFIDAVIT and PLAIN STATEMENT OF FACTS: NOTICE of DISHONOR, **DEFAULT**, FRAUD, EMBEZZLEMENT. EXTORTION, LARCENY, and **Opportunity to Cure**

**Express Mail Number:** EI948566806US.

**Mailed to:** Paul Gustafson, Fiduciary(ies), c/o PHH MORTGAGE CORP, dba PHH MORTGAGE SERVICES. 3000 Leadenhall Road, Mount Laurel, New Jersey [08054].

**Mailed:** June 14, 2024, 11:31 am.

**Delivered:** "Delivered to 3000 Leadenhall Road, Mount Laurel, New Jersey 08054, on **June 15, 2024, 1:15 pm.**"

**Emailed:** relationshipmanager@mortgagefamily.com, loanservicingqueue@spmc.com.

**Cc'd to:**

**To/cc:** James E. Coffrini, Fiduciary(ies).  
C/o GREENHEAD INVESTMENTS INC.  
950 Glenn Drive Suite 150  
Folsom, California [95630]  
EIN # 68-0101170  
Registered Mail # RF661591223US

**To/Cc:** Daniel Werfel, Fiduciary(ies),  
C/o INTERNAL REVENUE SERVICE  
3651 S IH 35, STOP 6579 AUSC  
Austin, Texas [73301-0059]  
Express Mail # EI949909992US

**To/Cc:** AnneMarie Rapolla, Beth Lashkari,  
WEST COAST ESCROW  
32326 Clinton Keith Road, Suite 101  
Wildomar CA [92595]  
EIN # 21-0534340  
Registered Mail # RF661591210US

**To/Cc:** Janet Yellen, Fiduciary(ies),  
C/o United States Treasury  
1500 Pennsylvania Avenue N.W.  
Washington, District of Colombia [20220]  
Registered Mail # RF661588808US





(3) **Document:** AFFIDAVIT: SECOND NOTICE of FRAUD, EMBEZZLEMENT DISHONOR, NON-RESPONSE, DEFAULT and OPPORTUNITY TO CURE, TREASON, EXTORTION, JUDGEMENT, and PENDING \$1 BILLION LIEN.

**Registered Mail Number:** RF661592042US.

**Mailed to:** Paul Gustafson, Fiduciary(ies), c/o PHH MORTGAGE CORP, dba PHH MORTGAGE SERVICES. 3000 Leadenhall Road, Mount Laurel, New Jersey [08054].

**Mailed:** July 11, 2024, 2:15 pm.

**Delivered:** "Delivered, Individual Picked Up at Postal Facility in MOUNT LAUREL, NJ 08054 on July 20, 2024, 6:36 am."

**Emailed:** relationshipmanager@mortgagefamily.com, loanservicingqueue@sPMC.com.

**Cc'd to:**

**To/cc:** James E. Coffrini, Fiduciary(ies).  
C/o GREENHEAD INVESTMENTS INC.  
950 Glenn Drive Suite 150  
Folsom, California [95630]  
EIN # 68-0101170  
Certified Mail # 70222410000171193103

**To/Cc:** Daniel Werfel, Fiduciary(ies),  
C/o INTERNAL REVENUE SERVICE  
3651 S IH 35, STOP 6579 AUSC  
Austin, Texas [73301-0059]  
Registered Mail # RF661592073US

**To/Cc:** AnneMarie Rapolla, Beth Lashkari,  
Fiduciary(ies), Agent(s).  
WEST COAST ESCROW  
32326 Clinton Keith Road, Suite 101  
Wildomar CA [92595]  
EIN # 21-0534340  
Registered Mail # RF661591458US

**To/Cc:** Michael Hestrin, Fiduciary(ies),  
C/o Office of the District Attorney  
3960 Orange Street  
Riverside California [92501]  
Registered Mail # RF661592087US

**To/Cc:** Janet Yellen, Fiduciary(ies),  
C/o United States Treasury  
1500 Pennsylvania Avenue N.W.  
Washington, District of Colombia [20220]  
Registered Mail # RF661592060US

**To/Cc:** Rob Bonta, Fiduciary(ies),  
C/o Office of the Attorney General  
1300 "I" Street  
Sacramento, California [95814-2919]  
Registered Mail # RF661592095US.

**To/Cc:** Agent(s), Fiduciary(ies),  
C/o PHH MORTGAGE SERVICES  
PO BOX 24738  
West Palm Beach, Florida [33416]  
Registered Mail # RF661591815.



2. As of **July 25, 2024**, Affiant, Plaintiff(s), and/or <sup>TM</sup>WGW EXPRESS TRUST©, and/or <sup>TM</sup>KEVIN WALKER©, and/or <sup>TM</sup>KEVIN LEWIS WALKER© ESTATE, and/or <sup>TM</sup>DONNABELLE MORTEL©, and/or <sup>TM</sup>DONNABELLE ESCAREZ MORTEL© ESTATE has established the following **Contract** and **Judgment** against the above Respondent(s), as they have **agreed by receiving, consideration, acceptance, willful silent acquiescence, and TACIT PROCURATION:**

["] if You, Paul Gustafson, Jay Promisco, James E. Coffrini, AnneMarie Rapolla, Beth Lashkari, PHH MORTGAGE CORP, PHH MORTGAGE SERVICES, SIERRA PACIFIC MORTGAGE COMPANY INC, GREENHEAD INVESTMENTS INC, Ocwen Financial Corporation, WEST COAST ESCROW, Does 1-100 Inclusive fail to respond within three (3) days, you/they **individually and collectively admit the statements and claims by TACIT PROCURATION, and completely agree that you/they individually and collectively are guilty of** fraud, Interference with commerce by threats or violence, Threats and extortion against foreign officials, official guests, or internationally protected persons, extortion, embezzlement, larceny, coercion, identity theft, extortion of national/internationally protector 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, receiving extortion proceeds, 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 trespass and infringement on the <sup>TM</sup>KEVIN WALKER© and <sup>TM</sup>DONNABELLE MORTEL© trademarks and copyrights, and <sup>TM</sup>KEVIN WALKER© ESTATE and <sup>TM</sup>DONNABELLE MORTEL© ESTATE, **injury and damage to Affiant.** Moreover, if You, Paul Gustafson, Jay Promisco, James E. Coffrini, AnneMarie Rapolla, Beth Lashkari, PHH MORTGAGE CORP, PHH MORTGAGE SERVICES, SIERRA PACIFIC MORTGAGE COMPANY INC, GREENHEAD INVESTMENTS INC, Ocwen Financial Corporation, WEST COAST ESCROW, Does 1-100 Inclusive **fail to respond within three (3) days**, you/they **individually and collectively, fully and unequivocally Decree, Accept, fully**



1 Authorize (in accord with UCC section 9), indorse, support, and advocate for a  
2 judgement and/or commercial lien of One Billion Dollars (\$1,000,000,000.00 USD)  
3 against You, Paul Gustafson, Jay Promisco, James E. Coffrini, AnneMarie Rapolla, Beth  
4 Lashkari, PHH MORTGAGE CORP, PHH MORTGAGE SERVICES, SIERRA PACIFIC  
5 MORTGAGE COMPANY INC, GREENHEAD INVESTMENTS INC, Ocwen Financial  
6 Corporation, WEST COAST ESCROW, Does 1-100 Inclusive, in favor of, <sup>TM</sup>KEVIN  
7 WALKER©, and/or <sup>TM</sup>KEVIN LEWIS WALKER© ESTATE, and/or <sup>TM</sup>DONNABELLE  
8 MORTEL©, and/or <sup>TM</sup>DONNABELLE ESCAREZ MORTEL© ESTATE, and/or <sup>TM</sup>WG  
9 EXPRESS TRUST©. Finally, If You, Paul Gustafson, Jay Promisco, James E. Coffrini,  
10 AnneMarie Rapolla, Beth Lashkari, PHH MORTGAGE CORP, PHH MORTGAGE  
11 SERVICES, SIERRA PACIFIC MORTGAGE COMPANY INC, GREENHEAD  
12 INVESTMENTS INC, Ocwen Financial Corporation, WEST COAST ESCROW, Does  
13 1-100 Inclusive fail to respond within three (3) days, you/they individually and  
14 collectively, EXPRESSLY, FULLY, and unequivocally Authorize, indorse, support  
15 and advocate for <sup>TM</sup>WG EXPRESS TRUST©, and the <sup>TM</sup>KEVIN WALKER© ESTATE to  
16 formally notify the United States Treasury, Internal Revenue Service, the respective  
17 Congress(wo)man, U.S. Attorney General, and/or any person, individual, legal fiction,  
18 and/or person, or ens legis Affiant deems necessary, including but not limited to  
19 submitting the requisite form(s) 1099-A, 1099-OID, 1099-C, 1096, 1040, 1041, 1041-V,  
20 3949-A, with the One Billion (\$1,000,000,000.00 USD) as the income lost by Affiant,  
21 and/or <sup>TM</sup>KEVIN WALKER©, <sup>TM</sup>KEVIN LEWIS WALKER© ESTATE,  
22 <sup>TM</sup>DONNABELLE MORTEL©, <sup>TM</sup>DONNABELLE ESCAREZ MORTEL© ESTATE, to be  
23 assessed and claimed as income by/to YOU/Defendant(s), and/or **Filing for**  
24 **Summary Judgement**, executing an Affidavit Certificate of Non-Response, Dishonor,  
25 Judgement, and **Lien Authorization**, and/or issue an ORDER TO PAY to the U.S.  
26 Treasury and IRS, said sum certain of One Billion Dollars (\$1,000,000,000.00 USD), for  
27 immediate credit to Affiant, and/or <sup>TM</sup>WG EXPRESS TRUST©, and/or <sup>TM</sup>KEVIN  
28 WALKER©, and/or <sup>TM</sup>KEVIN LEWIS WALKER© ESTATE, and/or <sup>TM</sup>DONNABELLE



MORTEL©, and/or <sup>TM</sup>DONNABELLE ESCAREZ MORTEL© ESTATE, with this agreement servings as **prima facie evidence** of You, Paul Gustafson, Jay Promisco, James E. Coffrini, AnneMarie Rapolla, Beth Lashkari, PHH MORTGAGE CORP, PHH MORTGAGE SERVICES, SIERRA PACIFIC MORTGAGE COMPANY INC, GREENHEAD INVESTMENTS INC, Ocwen Financial Corporation, WEST COAST ESCROW, Does 1-100 Inclusive's Verified **INDEBTEDNESS** to Affiant, <sup>TM</sup>WG EXPRESS TRUST©, and <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>DONNABELLE MORTEL© ESTATE. Should it be deemed necessary, the **Claimants/Plaintiffs are fully Authorized (in accord with UCC 9-509)** to file a **LIEN** and **UCC1 Financing Statement** to secure satisfaction of the adjudged sum of **One Billion Dollars (\$1,000,000,000.00 USD)**.["]

3. As of **July 25, 2024**, Affiant, Plaintiff(s), and/or <sup>TM</sup>WG EXPRESS TRUST©, and/or <sup>TM</sup>KEVIN WALKER©, and/or <sup>TM</sup>KEVIN LEWIS WALKER© ESTATE, and/or <sup>TM</sup>DONNABELLE MORTEL©, and/or <sup>TM</sup>DONNABELLE ESCAREZ MORTEL© ESTATE is/are **not** in possession of a response from Respondent(s) addressing each point on the affidavits sent, **sworn under the penalty of perjury, as required**, and Respondent(s) continue(s) to act in **bad faith** and remain(s) in **dishonor**.

4. 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**."

5. Respondent(s) individually and collectively, **fully agree** that **Loan # 1365377** and/or **Account # 7241225346** is/are **fully satisfied, settled, and closed** and there is **NOT** a balance due to Respondent(s).

6. Respondent(s) individually and collectively, **fully agree** that Respondent(s) have received tender of payment in **full satisfaction** and settlement of this account by way of a **Seven Hundred Thousand U.S. Dollar (\$700,000.00 USD)** private Bill of Exchange/ Order/Check/Instrument (**Ref, UCC 3-104**), via Registered Mail # **RF661591339US**. Said private Bill of Exchange was tendered in good faith for **full satisfaction** and settlement, in



1 compliance with [UCC § 3-311](#), resulting in discharge, as also evidenced by Nevada UCC3  
2 Filing # [2024411182-7](#).

3 7. Respondent(s) individually and collectively, fully agree that said tender of  
4 payment was made under threat, duress, coercion, extortion and the proceeds are a deemed  
5 "extortion proceeds."

6 7. Respondent(s) individually and collectively, fully agree that if said tender of  
7 payment is refused, there is discharge, to the extent of the amount of the tender, resulting  
8 in a \$00.00 balance. In compliance with [UCC § 3-603](#).

9 8. Respondent(s) individually and collectively, fully agree that [House Joint](#)  
10 [Resolution 192 of June 5 1933, Public Law 73-10](#) expressly stipulates: every provision  
11 contained in or made with respect to any obligation which purports to give the obligee a  
12 right to require payment in gold **or a particular kind of coin or currency**, or in an amount  
13 in money of the United States measured thereby, **is declared to be against public policy;**  
14 **and no such provision shall be contained in or made with respect to any obligation**  
15 **hereafter incurred. Every obligation**, heretofore of hereafter incurred, whether or not any  
16 such provision is contained therein or made with respect thereto, shall be discharged upon  
17 payment, dollar for dollar, in any coin or currency which at the time of payment is legal  
18 tender for public and private debts.

19 9. Respondent(s) individually and collectively, fully agree that [18 U.S. Code § 8 -](#)  
20 [Obligation or other security of the United States defined](#), explicitly stipulates that "The  
21 term "obligation or other security of the United States" includes **all** bonds, certificates of  
22 indebtedness, national bank currency, Federal Reserve notes, Federal Reserve bank notes,  
23 coupons, United States notes, Treasury notes, gold certificates, silver certificates, fractional  
24 notes, certificates of deposit, bills, checks, or drafts for money, drawn by or upon  
25 authorized officers of the United States, stamps and other representatives of value, of  
26 whatever denomination, issued under any Act of Congress, and canceled United States  
27 stamps."  
28





10. Respondent(s) individually and collectively, fully agree that **Gold Reserve Act of 1934, Public Law 73-87, Title III, Section 3**, stipulates: "(a) every provision contained in or made with respect to any obligation which purports to give the obligee a right to **require payment in gold or a particular kind of coin or currency** of the United States, or in an amount in money of the United States measured thereby, **is declared to be against public policy**. (b) **Every obligation**, heretofore or hereafter incurred, **shall be discharged upon payment, dollar for dollar, in any coin or currency** which at the time of payment is legal tender for **public and private** debts.

11. Respondent(s) individually and collectively, fully agree that **House Joint Resolution 348 Public Resolution, Number 63**, declared provisions known as "gold clauses" to be against public policy, prohibited their use in obligations thereafter incurred, and provided that money of the United States legal tender for obligations generally was legal tender **for all obligations with or without gold clauses (ie: bills of exchange, bonds, private checks, vouchers, coupons, Dollars/FRN, stamps, and more)**; and Whereas the United States has paid and will continue to pay to the holder of all its securities their principal and interest, dollar for dollar, in lawful money of the United States: Now, there, be it Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the lawful holder of the coins or currencies of the United States **shall be entitled to exchange them, dollar for dollar, for other coins or currencies which may be lawfully acquired and are legal tender for public and private debts**; and that the owners of the gold clause receive immediate payment of the stated dollar amount thereof with interest to the date of payment or to prior maturity or to prior redemption date, whichever is earlier. The Secretary of the Treasury is authorized and directed to make such exchanges and payments upon presentation hereunder in the manner provided in regulations prescribed.

12. Respondent(s) individually and collectively, fully agree that **Article 1, Section 10 of the Constitution** expressly stipulates: No State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit;



1 make any Thing but gold and silver Coin a Tender in Payment of Debts; pass any Bill of  
2 Attainder, ex post facto Law, or Law impairing the Obligation of Contracts, or grant any  
3 Title of Nobility.

4 13. Respondent(s) individually and collectively, fully agree that they did NOT  
5 provide <sup>TM</sup>KEVIN LEWIS WALKER© or <sup>TM</sup>KEVIN LEWIS WALKER© ESTATE,  
6 <sup>TM</sup>DONNABELLE ESCAREZ MORTEL©, or <sup>TM</sup>DONNABELLE ESCAREZ MORTEL©  
7 ESATE with a **loan** or **money** or **inherent value in any way**.

8 14. Respondent(s) individually and collectively, fully agree and admit the statements  
9 and claims by **TACIT PROCURATION**, and **completely agree** that **you/they individually**  
10 **and collectively are deemed guilty of fraud, Interference with commerce by threats or**  
11 **violence, Threats and extortion against foreign officials, official guests, or internationally**  
12 **protected persons, extortion, embezzlement, larceny, coercion, identity theft, extortion of**  
13 **national/internationally protector person, conspiracy to deprive of rights under the color**  
14 **of law, treason, bank fraud, Trusts, etc., in restraint of trade, frauds and swindles, mail**  
15 **fraud, forced peonage, receiving extortion proceeds, monopolization of trade and**  
16 **commerce, willful violation of the Constitution, deprivation of rights under color of law,**  
17 **monopolization of trade and commerce, and intentional and willful trespass and**  
18 **infringement on the <sup>TM</sup>KEVIN WALKER© and <sup>TM</sup>DONNABELLE MORTEL© trademarks**  
19 **and copyrights, and <sup>TM</sup>KEVIN WALKER© ESTATE and <sup>TM</sup>DONNABELLE MORTEL©**  
20 **ESTATE, injury and damage to Affiant.**

21 15. Respondent(s) individually and collectively, ["]**individually and collectively,**  
22 **EXPRESSLY, FULLY, and unequivocally Authorize, indorse, support and advocate for**  
23 <sup>TM</sup>WG EXPRESS TRUST©, and the <sup>TM</sup>KEVIN WALKER© ESTATE to formally notify the  
24 United States Treasury, Internal Revenue Service, the respective Congress(wo)man, U.S.  
25 Attorney General, and/or any person, individual, legal fiction, and/or person, or ens legis  
26 Affiant deems necessary, including but not limited to submitting the requisite form(s)  
27 1099-A, 1099-OID, 1099-C, 1096, 1040, 1041, 1041-V, 3949-A, with the One Billion  
28 (\$1,000,000,000.00 USD) as the income lost by Affiant, and/or <sup>TM</sup>KEVIN WALKER©,



1 <sup>TM</sup>KEVIN LEWIS WALKER© ESTATE, <sup>TM</sup>DONNABELLE MORTEL©, <sup>TM</sup>DONNABELLE  
2 ESCAREZ MORTEL© ESTATE, to be assessed and claimed as income by/to YOU/  
3 Defendant(s), and/or **Filing for Summary Judgement**, executing an Affidavit Certificate  
4 of Non-Response, Dishonor, Judgement, and **Lien Authorization**, and/or issue an  
5 ORDER TO PAY to the U.S. Treasury and IRS, said sum certain of **One Billion Dollars**  
6 **(\$1,000,000,000.00 USD)**, for **immediate credit** to Affiant, and/or <sup>TM</sup>WG EXPRESS  
7 TRUST©, and/or <sup>TM</sup>KEVIN WALKER©, and/or <sup>TM</sup>KEVIN LEWIS WALKER© ESTATE,  
8 and/or <sup>TM</sup>DONNABELLE MORTEL©, and/or <sup>TM</sup>DONNABELLE ESCAREZ MORTEL©  
9 ESTATE, with this agreement servings as **prima facie evidence** of You, Paul Gustafson, Jay  
10 Promisco, James E. Coffrini, AnneMarie Rapolla, Beth Lashkari, PHH MORTGAGE CORP,  
11 PHH MORTGAGE SERVICES, SIERRA PACIFIC MORTGAGE COMPANY INC,  
12 GREENHEAD INVESTMENTS INC, Ocwen Financial Corporation, WEST COAST  
13 ESCROW, Does 1-100 Inclusive's **Verified INDEBTEDNESS** to Affiant, <sup>TM</sup>WG EXPRESS  
14 TRUST©, and <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>DONNABELLE MORTEL© ESTATE.  
15 Should it be deemed necessary, the Claimants/Plaintiffs are **fully Authorized (in accord**  
16 **with UCC 9-509)** to file a **LIEN and UCC1 Financing Statement** to secure satisfaction of  
17 the adjudged sum of **One Billion Dollars (\$1,000,000,000.00 USD)**.[""]

18 16. Respondent individually and collectively, fully agree that this Affidavit and the  
19 previously sent are *prima face* evidence of fraud, Interference with commerce by threats or  
20 violence, Threats and extortion against foreign officials, official guests, or internationally  
21 protected persons, extortion, embezzlement, larceny, coercion, identity theft, extortion of  
22 national/internationally protected person, conspiracy to deprive of rights under the color  
23 of law, treason, bank fraud, Trusts, etc., in restraint of trade, frauds and swindles, mail  
24 fraud, forced peonage, receiving extortion proceeds, monopolization of trade and  
25 commerce, willful violation of the Constitution, deprivation of rights under color of law,  
26 monopolization of trade and commerce, and intentional and willful trespass and  
27 infringement on the <sup>TM</sup>KEVIN WALKER© and <sup>TM</sup>DONNABELLE MORTEL© trademarks  
28 and copyrights, and <sup>TM</sup>KEVIN WALKER© ESTATE and <sup>TM</sup>DONNABELLE MORTEL©



1 ESTATE, **injury and damage to Affiant and proof of claim.** See *United States v. Kis*, 658  
2 F.2d, 526 (7<sup>th</sup> Cir. 1981)., "Appellee had the burden of first proving its prima facie case and  
3 could do so by affidavit or other evidence."

4 17. Respondent(s) individually and collectively, **fully agree** that INVOICE and/or  
5 TRUE BILL # **SIERRPHHDISHONOR13** accurately represents their **INDEBTEDNESS** of to  
6 Affiant, <sup>TM</sup>KEVIN LEWIS WALKER©, and/or <sup>TM</sup>KEVIN LEWIS WALKER© ESTATE, and/  
7 or <sup>TM</sup>DONNABELLE ESCAREZ MORTEL©, and/or <sup>TM</sup>DONNABELLE ESCAREZ  
8 MORTEL© ESTATE, and represented an **"obligation" of the United States.**

9 18. Respondent(s) individually and collectively, **fully agree** that Respondent(s) (Paul  
10 Gustafson, Jay Promisco, James E. Coffrini, AnneMarie Rapolla, Beth Lashkari, PHH  
11 MORTGAGE CORP, PHH MORTGAGE SERVICES, SIERRA PACIFIC MORTGAGE  
12 COMPANY INC, GREENHEAD INVESTMENTS INC, OCWEN FINANCIAL  
13 CORPORATION, WEST COAST ESCROW, Does 1-100 Inclusive )or who you/they  
14 represent **is/are the DEBTOR(S) in this matter.**

15 19. Respondent(s) individually and collectively, **fully agree** that Paul Gustafson, Jay  
16 Promisco, James E. Coffrini, AnneMarie Rapolla, Beth Lashkari, PHH MORTGAGE CORP,  
17 PHH MORTGAGE SERVICES, SIERRA PACIFIC MORTGAGE COMPANY INC,  
18 GREENHEAD INVESTMENTS INC, OCWEN FINANCIAL CORPORATION, WEST  
19 COAST ESCROW, Does 1-100 Inclusive, or who you represent **has/have been paid in full**  
20 **for the "contract" in question.**

21 20. Respondent(s) individually and collectively, fully agree that Paul Gustafson, Jay  
22 Promisco, James E. Coffrini, AnneMarie Rapolla, Beth Lashkari, PHH MORTGAGE CORP,  
23 PHH MORTGAGE SERVICES, SIERRA PACIFIC MORTGAGE COMPANY INC,  
24 GREENHEAD INVESTMENTS INC, OCWEN FINANCIAL CORPORATION, WEST  
25 COAST ESCROW, Does 1-100 Inclusive is/are **not** the CREDITOR, or an ASSIGNEE of the  
26 CREDITOR, in this matter.

27 21. Respondent(s) individually and collectively, fully agree that Paul Gustafson, Jay  
28 Promisco, James E. Coffrini, AnneMarie Rapolla, Beth Lashkari, PHH MORTGAGE CORP,



PHH MORTGAGE SERVICES, SIERRA PACIFIC MORTGAGE COMPANY INC,  
GREENHEAD INVESTMENTS INC, OCWEN FINANCIAL CORPORATION, WEST  
COAST ESCROW, Does 1-100 Inclusive, **DO NOT** have **any** interest or standing, **nor do**  
**Respondents have a/any valid claim** to DEED OF TRUST #. 000+1365377+24+1+1-15  
DATED JULY 15, 2022, or NOTE # 000+1365377+9+1-3 DATED JULY 15, 2022.

22. Respondent(s) individually and collectively, fully agree that Paul Gustafson, Jay  
Promisco, James E. Coffrini, AnneMarie Rapolla, Beth Lashkari, PHH MORTGAGE CORP,  
PHH MORTGAGE SERVICES, SIERRA PACIFIC MORTGAGE COMPANY INC,  
GREENHEAD INVESTMENTS INC, OCWEN FINANCIAL CORPORATION, WEST  
COAST ESCROW, Does 1-100 Inclusive, **DO NOT** have **any** interest or standing, **nor do**  
**Respondents have a/any valid claim** to subject property, 31990 Pasos Place, Temecula,  
California.

23. 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)  
"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.





1 24. "The state **cannot** diminish **Rights** of the **people**." – Hurtado vs.  
2 California, 110 US 516.

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

6 26. "Immunity **fosters neglect and breeds irresponsibility** while liability  
7 promotes care and caution, which caution and care is owed by the government to  
8 its people." (Civil Rights) **Rabon vs Rowen Memorial Hospital, Inc.** 269 N.S. 1, 13,  
9 152 SE 1 d 485, 493.

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

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

19 29. "Ignorance of the law does not excuse misconduct in anyone, least of all in  
20 a sworn officer of the law." **In re McCowan** (1917), 177 C. 93, 170 P. 1100.

21 30. "All are presumed to know the law." **San Francisco Gas Co. v. Brickwedel**  
22 (1882), 62 C. 641; **Dore v. Southern Pacific Co.** (1912), 163 C. 182, 124 P. 817; **People**  
23 **v. Flanagan** (1924), 65 C.A. 268, 223 P. 1014; **Lincoln v. Superior Court** (1928), 95  
24 C.A. 35, 271 P. 1107; **San Francisco Realty Co. v. Linnard** (1929), 98 C.A. 33, 276 P.  
25 368.

26 31. "It is one of the fundamental maxims of the common law that ignorance of  
27 the law excuses no one." **Daniels v. Dean** (1905), 2 C.A. 421, 84 P. 332.



32. "the people, not the States, are sovereign." – Chisholm v. Georgia, 2 Dall. 419, 2 U.S. 419, 1 L.Ed. 440 (1793).

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

34. 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".

35. 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."

36. 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.

37. 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)

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

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

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

41. 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."

42. Respondent(s) individually and collectively, fully agree that 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



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

8 43. "Statements of **fact** contained in affidavits which are **not** rebutted by the  
9 opposing party's **affidavit or pleadings** may be accepted as **true** by the trial court.  
10 " --Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976).

11  
12 Executed "*without* the United States" in compliance with 28 USC § 1746.

13  
14 **FURTHER AFFIANT SAYETH NOT.**

15  
16 **REMEDY, SETTLEMENT, CEASE INFRINGEMENTS AND VIOLATIONS,**

17 **ACCOUNT SETTLEMENT AND CLOSURE:**

18 In order to privately settle and resolve this issue, You, Paul Gustafson, Jay Promisco,  
19 James E. Coffrini, AnneMarie Rapolla, Beth Lashkari, PHH MORTGAGE CORP, PHH  
20 MORTGAGE SERVICES, SIERRA PACIFIC MORTGAGE COMPANY INC,  
21 GREENHEAD INVESTMENTS INC, Ocwen Financial Corporation, WEST COAST  
22 ESCROW, Does 1-100 Inclusive are required to are required to **act in good faith and**  
23 accordance with the Law, cease all conspiracy, fraud, embezzlement, deprivation under the  
24 color of law, and other infringements and infractions, and **record, reconcile, settle, and**  
25 **close the account**. This includes filing a DEED of Full Reconveyance, and making the  
26 previously mentioned **total sum certain due immediately** totaling to **One Hundred**  
27 **Million U.S. Dollars (\$100,000,000.00 USD)**. Furthermore, a response and/or settlement  
28 agreement 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.

**Furthermore**, if You, Paul Gustafson, Jay Promisco, James E. Coffrini, AnneMarie Rapolla, Beth Lashkari, PHH MORTGAGE CORP, PHH MORTGAGE SERVICES, SIERRA PACIFIC MORTGAGE COMPANY INC, GREENHEAD INVESTMENTS INC, Ocwen Financial Corporation, WEST COAST ESCROW, Does 1-100 Inclusive fail to respond within three (3) days, you/they **individually and collectively admit the statements and claims** by **TACIT PROCURATION**, and completely agree that you/they **individually and collectively are guilty of fraud, Interference with commerce by threats or violence, Threats and extortion against foreign officials, official guests, or internationally protected persons, extortion, embezzlement, larceny, coercion, identity theft, extortion of national/internationally protector 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, receiving extortion proceeds, 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 trespass and infringement on the <sup>TM</sup>KEVIN WALKER© and <sup>TM</sup>DONNABELLE MORTEL© trademarks and copyrights, and <sup>TM</sup>KEVIN WALKER© ESTATE and <sup>TM</sup>DONNABELLE MORTEL© ESTATE, injury and damage to Affiant.**

**Moreover**, if You, Paul Gustafson, Jay Promisco, James E. Coffrini, AnneMarie Rapolla, Beth Lashkari, PHH MORTGAGE CORP, PHH MORTGAGE SERVICES, SIERRA PACIFIC MORTGAGE COMPANY INC, GREENHEAD INVESTMENTS INC,



1 Ocwen Financial Corporation, WEST COAST ESCROW, Does 1-100 Inclusive **fail to**  
2 **respond within three (3) days**, you/they **individually and collectively**, **fully and**  
3 **unequivocally Decree, Accept, fully Authorize (in accord with UCC section 9), indorse,**  
4 **support, and advocate for a judgement and/or commercial lien of One Billion Dollars**  
5 **(\$1,000,000,000.00 USD) against** You, Paul Gustafson, Jay Promisco, James E. Coffrini,  
6 AnneMarie Rapolla, Beth Lashkari, PHH MORTGAGE CORP, PHH MORTGAGE  
7 SERVICES, SIERRA PACIFIC MORTGAGE COMPANY INC, GREENHEAD  
8 INVESTMENTS INC, Ocwen Financial Corporation, WEST COAST ESCROW, Does  
9 1-100 Inclusive, **in favor of**, <sup>TM</sup>KEVIN WALKER©, and/or <sup>TM</sup>KEVIN LEWIS WALKER©  
10 ESTATE, and/or <sup>TM</sup>DONNABELLE MORTEL©, and/or <sup>TM</sup>DONNABELLE ESCAREZ  
11 MORTEL© ESTATE, and/or <sup>TM</sup>WG EXPRESS TRUST©

12 **Finally**, If You, Paul Gustafson, Jay Promisco, James E. Coffrini, AnneMarie  
13 Rapolla, Beth Lashkari, PHH MORTGAGE CORP, PHH MORTGAGE SERVICES,  
14 SIERRA PACIFIC MORTGAGE COMPANY INC, GREENHEAD INVESTMENTS INC,  
15 Ocwen Financial Corporation, WEST COAST ESCROW, Does 1-100 Inclusive **fail to**  
16 **respond within three (3) days**, you/they **individually and collectively, EXPRESSLY,**  
17 **FULLY, and unequivocally Authorize, indorse, support and advocate for** <sup>TM</sup>WG  
18 EXPRESS TRUST©, and the <sup>TM</sup>KEVIN WALKER© ESTATE to formally notify the United  
19 States Treasury, Internal Revenue Service, the respective Congress(wo)man, U.S. Attorney  
20 General, and/or any person, individual, legal fiction, and/or person, or ens legis Affiant  
21 deems necessary, including but not limited to submitting the requisite form(s) 1099-A,  
22 1099-OID, 1099-C, 1096, 1040, 1041, 1041-V, 3949-A, with the One Billion  
23 (\$1,000,000,000.00 USD) as the income lost by Affiant, and/or <sup>TM</sup>KEVIN WALKER©,  
24 <sup>TM</sup>KEVIN LEWIS WALKER© ESTATE, <sup>TM</sup>DONNABELLE MORTEL©,  
25 <sup>TM</sup>DONNABELLE ESCAREZ MORTEL© ESTATE, **to be assessed and claimed as**  
26 **income** by/to **YOU/Defendant(s)**, and/or **Filing for Summary Judgement**, executing an  
27 **Affidavit Certificate of Non-Response, Dishonor, Judgement, and Lien Authorization**,  
28 and/or issue an ORDER TO PAY to the U.S. Treasury and IRS, said sum certain of **One**





1 **Billion Dollars (\$1,000,000,000.00 USD)**, for **immediate credit to** Affiant, and/or <sup>TM</sup>WG  
2 EXPRESS TRUST©, and/or <sup>TM</sup>KEVIN WALKER©, and/or <sup>TM</sup>KEVIN LEWIS WALKER©  
3 ESTATE, and/or <sup>TM</sup>DONNABELLE MORTEL©, and/or <sup>TM</sup>DONNABELLE ESCAREZ  
4 MORTEL© ESTATE, with this agreement servings as **prima facie evidence** of You, Paul  
5 Gustafson, Jay Promisco, James E. Coffrini, AnneMarie Rapolla, Beth Lashkari, PHH  
6 MORTGAGE CORP, PHH MORTGAGE SERVICES, SIERRA PACIFIC MORTGAGE  
7 COMPANY INC, GREENHEAD INVESTMENTS INC, Ocwen Financial Corporation,  
8 WEST COAST ESCROW, Does 1-100 Inclusive's **Verified INDEBTEDNESS** to Affiant,  
9 <sup>TM</sup>WG EXPRESS TRUST©, and <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>DONNABELLE  
10 MORTEL© ESTATE.

11 Should it be deemed necessary, the **Claimants/Plaintiffs are fully Authorized (in**  
12 **accord with UCC 9-509)** to file a **LIEN and UCC1 Financing Statement** to secure  
13 satisfaction of the adjudged sum of **One Billion Dollars (\$1,000,000,000.00 USD)**.  
14

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

17 Again for the record, this **contract, received and accepted per the mailbox rule, is**  
18 **self-executing and serves as a SECURITY AGREEMENT**, and establishes a lien,  
19 **Authorized by You/They/the DEBTOR(S). Acceptance of this contract is deemed to**  
20 **occur at the moment it is dispatched via mail, in accordance with the mailbox rule**  
21 **established in common law. Under this rule, an acceptance becomes effective and**  
22 **binding** once it is properly addressed, stamped, and placed in the control of the postal  
23 service, as supported by **Adams v. Lindsell (1818) 106 ER 250**. Furthermore, as a **self-**  
24 **executing agreement, this contract creates immediate and enforceable obligations**  
25 **without the need for further action, functioning also as a SECURITY AGREEMENT**  
26 **under Article 9 of the Uniform Commercial Code (UCC).**  
27  
28



**Mailing/Correspondence:** Mail to Affiant's mailing location exactly as shown below. Use of the Trademarks and Copyrights is NOT permitted without charge per use per issuer. **Correspondence will be accepted only as addressed:**

**Kevin Lewis Walker,**  
*Trustee, Attorney In Fact, Secured Party.*  
c/o 31990 Pasos Place  
Temecula, California

**A copy of this AFFIDAVIT CERTIFICATE and ATTACHMENTS also sent to:**

**To/Cc:** Daniel Werfel, Fiduciary(ies),  
C/o INTERNAL REVENUE SERVICE  
3651 S IH 35, STOP 6579 AUSC  
Austin, Texas [73301-0059]  
Registered Mail # RF661592215US

**To/Cc:** Michael Hestrin, Fiduciary(ies),  
C/o Office of the District Attorney  
3960 Orange Street  
Riverside California [92501]  
Registered Mail # RF661592229US

**To/Cc:** Janet Yellen, Fiduciary(ies),  
C/o United States Treasury  
1500 Pennsylvania Avenue N.W.  
Washington, District of Colombia [20220]  
Registered Mail # RF661592232US

**To/Cc:** Rob Bonta, Fiduciary(ies),  
C/o Office of the Attorney General  
1300 "I" Street  
Sacramento, California [95814-2919]  
Registered Mail # RF661591489US.

**To/cc:** James E. Coffrini, Fiduciary(ies).  
C/o GREENHEAD INVESTMENTS INC.  
950 Glenn Drive Suite 150  
Folsom, California [95630]  
EIN # 68-0101170  
Registered Mail # RF661591515US

**To/Cc:** Agent(s), Fiduciary(ies),  
C/o PHH MORTGAGE SERVICES  
PO BOX 24738  
West Palm Beach, Florida [33416]  
Registered Mail # RF661591492US.

**To/Cc:** AnneMarie Rapolla, Beth Lashkari,  
Fiduciary(ies), Agent(s).  
WEST COAST ESCROW  
32326 Clinton Keith Road, Suite 101  
Wildomar CA [92595]  
EIN # 21-0534340  
Registered Mail # RF661591501US



## WORDS DEFINED GLOSSARY OF TERMS:

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

1. **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.
2. **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.
3. **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.
4. **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



1 1st, 2nd, and 4th edition pages 892, 895, and 1299, respectively, 27 Code of Federal Regulations  
2 (CFR) § 72.11 - Meaning of terms, and 26 United States Code (U.S. Cde) § 7701 - Definitions.

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

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

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

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

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

10. **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.

11. **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.

**ATTACHMENTS / ENCLOSURES:**

1. UCC Contract (Private) Trust # 2024385925-4 (Copy).
2. UCC Contract (Private) Trust # 2024385935-1 (Copy).
3. UCC3 Filing # 2024402433-7 for COLLATERAL ADD of DEED OF TRUST # 000+1365377+24+1+1-15, DATED JULY 15, 2022 and NOTE # 000+1365377+9+1-3, DATED JULY 15, 2022, and all ASSETS to UCC Contract (Private) Trust # 2024385925-4. (COPY).
4. NOTE # 000+1365377+9+1-3 DATED JULY 15, 2022, Accepted for Value and Returned for Value, with honor (Copy enclosed and Original deposited to private post registered account with the U.S. Treasury (Fiduciary) via Registered Mail # RF 661 588 808 US ).
5. DEED OF TRUST # 000+1365377+24+1+1-15 DATED JULY 15, 2022, Accepted for assessed Value with honor, and Returned for Value, for settlement and setoff (Copy enclosed and Original deposited to private post registered account with the U.S. Treasury (Fiduciary) via Registered Mail # RF 661 588 808 US ).
6. Closing Statement # 4571222-04182 - AR, Accepted for assessed Value with honor, and Returned for Value, with honor for settlement and setoff (Copy enclosed and Original deposited to private post registered account with the U.S. Treasury via Registered Mail # RF 661 588 808 US ).
7. Private Two hundred Billion Dollar (\$200,000,000,000.00 ) Master Discharge and Indemnity Bond post registered with the U.S. Treasury (Fiduciary) (COPY).
8. INVOICE # **SIERRPHHDISHONOR13** for the **One Hundred Million Dollars (\$100,000,000.00 ) Due**.
9. AFFIDAVIT: CERTIFICATE OF NON-RESPONSE, DISHONOR, DEFAULT, AND JUDGEMENT tendered to SIERRA PACIFIC MORTGAGE COMPANY INC via Registered Mail # **RF 661 448 258 US**.
10. AFFIDAVIT and PLAIN STATEMENT OF FACTS, NOTICE OF DISHONOR, FRAUD, EMBEZZLEMENT. EXTORTION, LARCENY, AND \$10,040,000 DUE, sent via Certified Mail # 95890710 5270 0983677494.
11. House Joint Resolution 192 of 1933 , Public law 73-10 — (Library of Congress Certified Copy)



Invoice # SIERRPHHDISHONOR13**INVOICE and/or TRUE BILL**

Dear Valued 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 and <sup>TM</sup>DONNABELLE ESCAREZ© ESTATE, <sup>TM</sup>WG EXPRESS 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:	\$3,000,000.00
4.	15 U.S. Code § 2 - Monopolizing trade a felony; penalty:	\$100,000,000.00
5.	18 U.S. Code § 241 - Conspiracy against rights:	\$350,000,000.00
6.	18 U.S. Code § 242 - Deprivation of rights under color of law:	\$500,000,000.00
7.	18 U.S. Code § 1344 - Bank fraud: (fine and/or up to 30 years imprisonment)	\$1,000,000.00
8.	15 U.S. Code § 1122 - Liability of United States and States, and instrumentalities and officials thereof:	\$100,000,000.00
9.	15 U.S. Code § 1 - Trusts, etc., in restraint of trade illegal; penalty (fine and/or up to 10 years imprisonment):	\$100,000,000.00
10.	18 U.S. Code § 1951 - Interference with commerce by threats or violence (fine and/or up to 20 years imprisonment):	\$300,000,000.00
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):	\$3,000,000.00
15.	1ST Use of <sup>TM</sup> KEVIN WALKER© and/or <sup>TM</sup> DONNABELLE MORTEL©:	\$20,000.00
16.	Additional. Use of <sup>TM</sup> KEVIN WALKER© and/or <sup>TM</sup> DONNABELLE MORTEL©:	\$7,000,000.00
17.	Fraud, conspiracy, obstruction, identity theft, extortion, forced peonage, 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, violating the Constitution, injury and damage:	\$1,000,000,000.00

**Total Due: \$1,986,020,000.00 USD****Good Faith Discount: \$1,986,020,000.00 USD****Total Due by 07/14/2024: \$100,000,000.00 USD****Total Due after 07/14/2024: \$1,000,000,000.00 USD**



## COMMERCIAL OATH AND VERIFICATION

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

I, KEVIN LEWIS 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 24TH day of JULY in the year of Our Lord two thousand and twenty four:

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-xxxxx07*

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, private bank(er) ID #*  
*9x-xxxxxx6, 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 Delfond Walker**, *sui juris, private bank(er) ID #*  
*9x-xxxxxx7, 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.

In compliance with **U.C.C (Uniform Commercial Code) § 3-603, 3-311, 3-505, 1-202, 2-202, 8-105, 9-105, 9-313, 9-509**, this document serves as formal notice that the undersigned has executed the presentation of the attached above referenced contract(s) and/or presentment(s) via Express, Registered, and/or Certified mail, with enclosed notices providing the Respondent(s) with a reasonable timeframe to consider and either accept or decline the proposed conditions and terms of the contract.

After allowing seven (7) days for the mailing of the contract and providing more than three (3) days, or 72 hours, for the acceptance or refusal – with the time allotted for responding having elapsed – the involved parties/Respondent(s), having **been duly notified of the contract's terms** and with the record indicating an absence of a valid rebuttal, response, or refusal, the Notary hereby asserts that, in accordance with the legal maxim that "**Silence is Acquiescence**," there appears to be a **TACIT AGREEMENT** by the Respondent(s) to the terms and conditions of the **contract**, and the stipulation that the **DEBTOR(S)/Respondent(s)** **fully authorize** the filing of a UCC1 Financing Statement and Lien in an authenticated record, as stipulated by UCC 9-509.

**Therefore, a confession of judgment on the facts, stipulations, and merits is deemed warranted.**

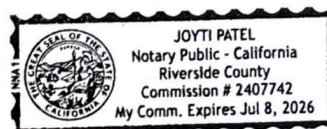
**JURAT:**

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 (or affirmed) before me on this 25th day of July, 2024, 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 R-

**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.

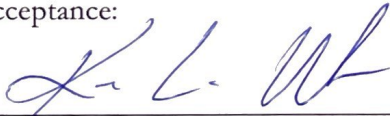
**The criminal penalties for commercial fraud are determined by jury, by law,** the monetary value is set by Me for violation against My rights, for breaching the law, the contract, the Constitutions in the sum certain amount as stated herein for dollars specie gold and/or silver coin lawful money for 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 )

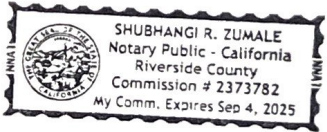
)  
)  
) ss.  
)  
)

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 S-

**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, Donnabelle Escarez Mortel, 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.

ss: **Republic and one by the several  
united states  
California in America**

For: Whom it may concern: In the Matter for the fiction/DEBTOR known as: **DONNABELLE E MORTEL, DONNABELLE ESCAREZ MORTEL, D E MORTEL, D ESCAREZ MORTEL, MORTEL, DONNABELLE E**; and all derivatives thereof. DEBTOR is hereafter known as **DONNABELLE ESCAREZ MORTEL**. 11400 WEST OLYMPIC BLVD. SUITE 200, LOS ANGELES, CA 90064.

**I, Me, My, Myself**, addressee, **Donnabelle Escarez Mortel** (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, Donnabelle Escarez Mortel, 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, Donnabelle Escarez Mortel, 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 **DONNABELLE E MORTEL**, (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 **DONNABELLE E MORTEL**, 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.

Acceptance:

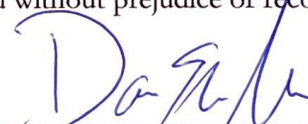


\_\_\_\_\_  
DONNABELLE E MORTEL, GRANTOR  
DEBTOR SIGNATURE

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



\_\_\_\_\_  
Donnabelle Escarez Mortel,  
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 Donnabelle E. Mortel, 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

Shubhangi R. Zumale



-Exhibit T-

# Rule 8.4: Misconduct

Share:



## *Maintaining The Integrity Of The Profession*

It is professional misconduct for a lawyer to:

- (a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;
- (b) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects;
- (c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation;
- (d) engage in conduct that is prejudicial to the administration of justice;
- (e) state or imply an ability to influence improperly a government agency or official or to achieve results by means that violate the Rules of Professional Conduct or other law;
- (f) knowingly assist a judge or judicial officer in conduct that is a violation of applicable rules of judicial conduct or other law; or
- (g) engage in conduct that the lawyer knows or reasonably should know is harassment or discrimination on the basis of race, sex, religion, national origin, ethnicity, disability, age, sexual orientation, gender identity, marital status or socioeconomic status in conduct related to the practice of law. This paragraph does not limit the ability of a lawyer to accept, decline or withdraw from a representation in accordance with Rule 1.16. This paragraph does not preclude legitimate advice or advocacy consistent with these Rules.

[Comment](#) | [Table of Contents](#) | [Next Rule](#)



**ABA** American Bar Association |

[/content/aba-cms-dotorg/en/groups/professional\\_responsibility/publications/model\\_rules\\_of\\_professional\\_conduct/rule\\_8\\_4\\_misconduct](/content/aba-cms-dotorg/en/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_8_4_misconduct)



# The State Bar of California

## **Rule 8.4 Misconduct (Rule Approved by the Supreme Court, Effective November 1, 2018)**

It is professional misconduct for a lawyer to:

- (a) violate these rules or the State Bar Act, knowingly\* assist, solicit, or induce another to do so, or do so through the acts of another;
- (b) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects;
- (c) engage in conduct involving dishonesty, fraud,\* deceit, or reckless or intentional misrepresentation;
- (d) engage in conduct that is prejudicial to the administration of justice;
- (e) state or imply an ability to influence improperly a government agency or official, or to achieve results by means that violate these rules, the State Bar Act, or other law; or
- (f) knowingly\* assist, solicit, or induce a judge or judicial officer in conduct that is a violation of an applicable code of judicial ethics or code of judicial conduct, or other law. For purposes of this rule, "judge" and "judicial officer" have the same meaning as in rule 3.5(c).

### **Comment**

[1] A violation of this rule can occur when a lawyer is acting in propria persona or when a lawyer is not practicing law or acting in a professional capacity.

[2] Paragraph (a) does not prohibit a lawyer from advising a client concerning action the client is legally entitled to take.

[3] A lawyer may be disciplined for criminal acts as set forth in Business and Professions Code sections 6101 et seq., or if the criminal act constitutes "other misconduct warranting discipline" as defined by California Supreme Court case law. (See *In re Kelley* (1990) 52 Cal.3d 487 [276 Cal.Rptr. 375].)

[4] A lawyer may be disciplined under Business and Professions Code section 6106 for acts involving moral turpitude, dishonesty, or corruption, whether intentional, reckless, or grossly negligent.

[5] Paragraph (c) does not apply where a lawyer advises clients or others about, or supervises, lawful covert activity in the investigation of violations of civil or criminal law or constitutional rights, provided the lawyer's conduct is otherwise in compliance with these rules and the State Bar Act.

[6] This rule does not prohibit those activities of a particular lawyer that are protected by the First Amendment to the United States Constitution or by Article I, section 2 of the California Constitution.

**NEW RULE OF PROFESSIONAL CONDUCT 8.4  
(Former Rule 1-120)  
Misconduct**

**EXECUTIVE SUMMARY**

The Commission for the Revision of the Rules of Professional Conduct (“Commission”) evaluated current rule 1-120 (Assisting, Soliciting, or Inducing Violations) in accordance with the Commission Charter. In addition, the Commission considered the national standard of ABA Model Rule 8.4 (concerning professional misconduct of a lawyer). The Commission also reviewed relevant California statutes, rules, and case law relating to the issues addressed by the proposed rules. The result of the Commission’s evaluation is proposed Rule 8.4 (Misconduct).

**Rule As Issued For 90-day Public Comment**

Proposed rule 8.4 carries forward the substance of current rule 1-120 by prohibiting a lawyer from knowingly assisting in, soliciting or inducing a violation of the Rules of Professional Conduct or the State Bar Act. The proposed rule also incorporates the substance of ABA Model Rule 8.4, which contains a similar prohibition as well as additional provisions that describe misconduct that warrants the imposition of discipline. The proposed rule is designed to collect in a single rule various misconduct provisions that are currently found in other California rules of professional conduct or in the Business and Professions Code. The rule is intended to facilitate compliance and enforcement by clearly stating these principles in a single rule where lawyers, judges and the public can identify basic standards of conduct addressing honesty, trustworthiness and fitness to practice with which a lawyer must comply.

Paragraph (a), which carries forward the substance of current rule 1-120, prohibits a lawyer from violating the rules of professional conduct, or the State Bar Act, or knowingly assist, solicit or induce another to do so. In addition, this paragraph prohibits a lawyer from doing any of the aforementioned through the acts of another.

One issue considered with respect to paragraph (a) was whether to follow the approach in ABA Model Rule 8.4(a) which would generally prohibit a lawyer from “attempting” to violate a rule or a provision of the State Bar Act. The Commission determined that the question of whether an attempted violation should be an independent basis for discipline is better addressed on a rule-by-rule basis. This approach means that any prohibition on an attempt would be tailored to a specific rule’s violation and potential harm rather than a generalized standard for all of the rules and the State Bar Act. This avoids possible unintended consequences of a one size fits all attempt standard that would not account for the specific purpose of individual rules. For example, in proposed rule 1.5 [4-200], the Commission has recommended a rule that provides a lawyer “shall not make an agreement for, charge, or collect an unconscionable fee or illegal fee.” The terms “make” and “charge” in effect prohibit an attempt to “collect” an unconscionable fee.<sup>1</sup> Although only the actual collection of an unconscionable fee will result in harm to a client,

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<sup>1</sup> This is similar to the standard in Business and Professions Code section 6090.5 that, in part, prohibits a lawyer from agreeing or seeking an agreement that professional misconduct shall not be reported to the State Bar. This section was revised in 1996 in response to a State Bar Court finding that the prior version of the section did not include terms that could be construed fairly as a prohibition on attempts. (See [Assembly Bill No. 2787 \(Kuehl\)](#) 1995-1996 session; and *In the Matter of Fonte* (Review Dept. 1994) 2 Cal. State Bar Ct. Rptr. 752.)

even an attempt to impose a legal obligation on a client to pay an unconscionable or illegal fee should be prohibited as disciplinable misconduct. On the other hand, the Commission also recommends adoption of proposed rule 4.2 [2-100], which prohibits a lawyer who represents a client in a matter from communicating about the subject of the representation with a person who is represented by a lawyer in the same matter. For this rule, the harm is the actual communication with the represented person that could result in the disclosure of privileged information or otherwise interfere with a lawyer-client relationship. A generalized prohibition against an attempt to engage in such a communication does not further the purpose of this rule and it would pose a risk of unduly interfering with a lawyer's ability to investigate a claim as a lawyer often cannot know that a person is represented until the lawyer has contacted the person.

Paragraph (b), as initially circulated for 90-day public comment, incorporated the language of Model Rule 8.4(b) but also added an express reference to "moral turpitude." (See "Revisions Following 90-Day Public Comment Period," below, for changes the Commission subsequently made to this provision.) This provision focuses on crimes committed by a lawyer that reflect adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer, all of which are central principles in lawyer conduct. The reference to moral turpitude was added to maintain conformity with the broader public protection afforded by Business and Professions Code section 6106.

Paragraph (c) incorporates the language of Model Rule 8.4(c) but adds the words "reckless or intentional" to modify "misrepresentation." The conduct prohibited in this provision – dishonesty, fraud, deceit and reckless or intentional misrepresentation – are central concepts of conduct in which lawyers must not engage if respect for the legal profession and the proper administration of justice is to be maintained. The addition of "reckless or intentional" is intended to clarify that negligent misrepresentation is not regarded as dishonesty that should result in discipline under this rule.<sup>2</sup> In addition, as initially circulated for 90-day public comment, paragraph (c) included an express reference to "moral turpitude." (See "Revisions Following 90-Day Public Comment Period," below.)

Paragraph (d) incorporates the language of Model Rule 8.4(d) concerning conduct "prejudicial to the administration of justice." The Commission concluded that a lawyer's fitness to practice law is called into question by conduct prejudicial to the administration of justice regardless of whether the conduct occurs in connection with the practice of law.

Some members of the Commission raised a concern that this provision might not survive a Constitutional challenge if it were not limited to situations where the lawyer's conduct occurs "in connection with the practice of law." Compare, *United States v. Wunsch*, 84 F.3d 1110 (9th Cir. 1996) (former Bus. & Prof. Code § 6068(f), prohibiting "offensive personality," was found to be unconstitutional.) Proposed Comment [6] seeks to address this concern by specifying that paragraph (d) does not apply to constitutionally-protected conduct.

Paragraph (e) incorporates the language of Model Rule 8.4(e) prohibiting a lawyer from stating or implying the ability to improperly influence a government agency or official.

Paragraph (f) incorporates the language of Model Rule 8.4(f) prohibiting a lawyer from knowingly assisting a judge in conduct that is a violation of judicial conduct rules. Expressly

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<sup>2</sup> Compare proposed rule 1.1, under which discipline is imposed only if a lawyer has "intentionally, recklessly, repeatedly, or with gross negligence" failed to act competently.



stating that such conduct is prohibited should contribute to the confidence that the public places in the legal profession and administration of justice is justified.

Finally, non-substantive changes to the current rule include rule numbering to track the Commission's general proposal to use the Model Rule numbering system and the substitution of the term "lawyer" for "member."

Proposed rule 8.4 contains six comments intended to clarify how the rule is to be applied. Of particular note is Comment [6] which, as noted above, has been added to clarify that the paragraph (d) does not apply to constitutionally-protected conduct.

### **Revisions Following 90-Day Public Comment Period**

After consideration of comments received in response to the initial 90-day public comment period, the Commission removed the references to "moral turpitude" from both 8.4(b) and 8.4(c) and placed them in a comment. Paragraph (f) was modified to be parallel with paragraph (a) to include inducement and solicitation, and to clarify the meaning of judge and judicial officer. The Commission also modified Comment [4] to provide notice to lawyers that Bus. & Prof. Code § 6106 remains a source of discipline for acts of moral turpitude, dishonesty, or corruption. Finally, Comment [6] was modified to clarify that paragraph (c) does not extend to activities protected by the First Amendment to the US Constitution or Article I, § 2 of the California Constitution.

With these changes, the Board authorized an additional 45-day public comment period on the revised proposed rule.

### **Final Commission Action on the Proposed Rule Following 45-Day Public Comment Period**

After consideration of comments received in response to the additional 45-day public comment period, the Commission made no changes to the proposed rule and voted to recommend that the Board adopt the proposed rule.

The Board adopted proposed rule 8.4 at its March 9, 2017 meeting.

### **Supreme Court Action (May 10, 2018)**

The Supreme Court approved the rule as modified by the Court to be effective November 1, 2018. In Comment [6], the word "those" was added before the word "activities." Also in Comment [6], the word "particular" was added before the word "lawyer."

Other nonsubstantive changes were implemented.

**Rule ~~1-120~~ ~~Assisting, Soliciting, or Inducing Violations~~ 8.4 Misconduct**  
**(Redline Comparison to the California Rule Operative Until October 31, 2018)**

~~A member shall not knowingly assist in, solicit, or induce any violation of these rules or the State Bar Act.~~

It is professional misconduct for a lawyer to:

- (a) violate these rules or the State Bar Act, knowingly\* assist, solicit, or induce another to do so, or do so through the acts of another;
- (b) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects;
- (c) engage in conduct involving dishonesty, fraud,\* deceit, or reckless or intentional misrepresentation;
- (d) engage in conduct that is prejudicial to the administration of justice;
- (e) state or imply an ability to influence improperly a government agency or official, or to achieve results by means that violate these rules, the State Bar Act, or other law; or
- (f) knowingly\* assist, solicit, or induce a judge or judicial officer in conduct that is a violation of an applicable code of judicial ethics or code of judicial conduct, or other law. For purposes of this rule, "judge" and "judicial officer" have the same meaning as in rule 3.5(c).

**Comment**

[1] A violation of this rule can occur when a lawyer is acting in propria persona or when a lawyer is not practicing law or acting in a professional capacity.

[2] Paragraph (a) does not prohibit a lawyer from advising a client concerning action the client is legally entitled to take.

[3] A lawyer may be disciplined for criminal acts as set forth in Business and Professions Code sections 6101 et seq., or if the criminal act constitutes "other misconduct warranting discipline" as defined by California Supreme Court case law. (See *In re Kelley* (1990) 52 Cal.3d 487 [276 Cal.Rptr. 375].)

[4] A lawyer may be disciplined under Business and Professions Code section 6106 for acts involving moral turpitude, dishonesty, or corruption, whether intentional, reckless, or grossly negligent.

[5] Paragraph (c) does not apply where a lawyer advises clients or others about, or supervises, lawful covert activity in the investigation of violations of civil or criminal law

or constitutional rights, provided the lawyer's conduct is otherwise in compliance with these rules and the State Bar Act.

[6] This rule does not prohibit those activities of a particular lawyer that are protected by the First Amendment to the United States Constitution or by Article I, section 2 of the California Constitution.