

Date: July 31, 2025

Kevin: Realworldfare (formerly Kevin: Walker)
C/o 30650 Rancho California Road # 406-251
Temecula, California [92591]
non-domestic without the United States
Email: team@walkernovagroup.com

*Plaintiff, Real Party In Interest, Secured Party,
Injured Party*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Kevin: Realworldfare,
Plaintiff,
vs.

**Naji Doumit, MARINAJ PROPERTIES LLC,
Daniel Doumit, Mary Mare Doumit, John L.
Bailey, Therese Bailey, Barry Lee O'Connor,
FOCUS ESTATES INC, THE BAILEY
LEGAL GROUP, BARRY LEE O'CONNOR
& ASSOCIATES, DOES 1-10, inclusive,**
Defendants.

Case No. 5:25-cv-01357-____-____

**VERIFIED AFFIDAVIT OF FACT AND
NOTICE OF **INJURY, FRAUD, AND
HARM** AND VERIFIED NOTICE OF
COMMERCIAL DEFAULT AND
INTENT TO FILE LAWSUIT AND FILE
SECURITY INTEREST AGAINST:
SUNSHINE S. SYKES, DOLLY M. GEE,
AND KENLY K. KATO, ACTING AS
PURPORTED "JUDGE(S)" UNDER
COLOR OF LAW, IN THE UNITED
STATES DISTRICT COURT, CENTRAL
DISTRICT OF CALIFORNIA**

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

TO THE COURT, ALL PARTIES, AND COUNSEL OF RECORD:

This matter is brought in **equity**, under the original and exclusive jurisdiction of
this Court as authorized by the Constitution of the United States, Article III, Section
2. All statutory jurisdiction is expressly denied and rebutted. This is a Court of
Record. All rights are reserved without prejudice pursuant to UCC 1-308.

COMES NOW Kevin: Realworldfare, in full capacity as the natural, living man and
Real PartyIn Interest, proceeding *sui juris, in propria persona*, **not pro se**, by
Special Limited Appearance only, **not** appearing as surety for any legal fiction, not
a corporation, **not a "resident"**, and **not** a U.S. citizen under the 14th Amendment,

1 and invokes the Court's original jurisdiction in **equity**, demanding adjudication
2 according to the **facts, truth, and applicable law**.

3 **KNOW ALL MEN BY THESE PRESENT**, that I, Kevin: Realworldfare, proceeding
4 *sui juris, in propria persona, explicitly not pro se*, by *Special Limited Appearance*
5 only, **not** generally, with **all rights reserved without prejudice**, waiving none,
6 preserving **all** immunities, protections, and remedies, being over the age of 18,
7 competent to testify, and having **firsthand knowledge** of the facts stated herein, do
8 hereby declare, certify, verify, and affirm under penalty of perjury under the laws of
9 the United States of America, that the following is true, correct, and complete to the
10 best of my knowledge, belief, and understanding, and made in **good faith**:

11 **I. VERIFIED STATEMENT OF FACTS AND RECORD OF ULTRA VIRES**
12 **JUDICIAL FRAUD, APPELLATE INTERFERENCE, AND**
13 **CONTRACTUAL LIABILITY**

- 14 1. On or about **July 11, 2025**, Affiant **Kevin: Realworldfare**, a living man, filed a
15 **Verified Motion to Disqualify Judge Sunshine Suzanne Sykes** pursuant to **28**
16 **U.S.C. §§ 144, 455(a), and 455(b)**, supported by un rebutted sworn affidavits,
17 judicial notice filings, and a verified record of entrenched bias, fraudulent
18 concealment, jurisdictional manipulation, and serial violations of constitutional
19 protections.
- 20 2. Despite the **mandatory disqualification** triggered under § 144 – which **strips all**
21 **judicial power immediately upon the filing of a verified affidavit** – Sunshine
22 Suzanne Sykes acted **ultra vires** and with **malicious forethought** by **denying**
23 **disqualification sua sponte**, ruling on a matter directly involving her own
24 impartiality and misconduct. This was done in **direct contravention** of binding
25 Ninth Circuit precedent:

26 “Once a party files a timely and sufficient affidavit under Section 144, the
27 judge must proceed no further.”

28 – *United States v. Sibla*, 624 F.2d 864, 867 (9th Cir. 1980)

3. More egregiously, **at the time of her illegal denial of disqualification**, the case was **already under appellate jurisdiction by way of a properly filed Petition for Writ of Mandamus** in the Ninth Circuit Court of Appeals, docketed as **Case No. 25-4549**. Despite this, Sykes **willfully defied appellate oversight**, acted in **contempt of supervisory jurisdiction**, and impersonated a lawful judge under **color of law**.

4. In a continuing pattern of **fraud by omission and unauthorized jurisdictional interference**, Sykes **remanded two separate, lawfully removed federal civil rights actions**, without ruling on dispositive motions, issuing findings of fact, or acknowledging controlling statutory removal rights under **28 U.S.C. §§ 1443(1)**:

- **WG Private Irrevocable Trust v. Marinaj Properties LLC, et al**, *Case No. 5:25-cv-01434*
- **Marinaj Properties LLC v. Kevin Realworldfare, et al**, *Case No. 5:25-cv-01450*

Both actions were removed under federal civil rights protections under 28 U.S.C 1443(1) and supported by unrebutted and verified affidavits, perfected UCC filings, and verified claims. Sykes' **silent refusal to address jurisdictional defaults**, combined with her unilateral remand, and fraud by omission, constitutes **procedural fraud, concealment of operative facts, and obstruction of justice**.

5. Sykes' conduct constitutes:

- **Judicial fraud and impersonation** in violation of *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238 (1944);
- **Treason to the Constitution**, violating her Article VI oath and 28 U.S.C. § 453;
- **Color of law abuses** actionable under 42 U.S.C. §§ 1983, 1985, and 1986;
- **Deprivation of rights under 18 U.S.C. §§ 241 and 242**;
- **Commercial harm under the Uniform Commercial Code and natural law**.

6. She has further refused to take judicial notice of multiple verified filings and sworn affidavits served upon the court, thereby committing:

- **Tacit procurement** by operating without lawful delegation;
- **Simulated legal process** by issuing void orders post-disqualification;
- **Abandonment of neutrality**, a due process violation of the highest order.

II. COMMERCIAL INJURY AND CONSTITUTIONAL DAMAGES

7. As a direct and proximate result of the misconduct and ultra vires acts of Sunshine Suzanne Sykes, Affiant has suffered:

- **Obstruction of justice** through refusal to rule on dispositive verified motions;
- **Improper remand of lawfully removed cases** (5:25-cv-01434 and 5:25-cv-01450) in direct violation of 28 U.S.C. § 1443(1);
- **Fraud by omission**, concealing material facts and operative jurisdictional defaults;
- **Procedural sabotage**, forum shopping, and selective adjudication without jurisdiction;
- **Impairment of contracts**, denial of equal protection, and suppression of federal claims under color of judicial authority;
- **Constructive and reputational injury** exceeding \$750,000 in damages, including emotional distress, lost trust equity, interference with lawful transactions, and commercial and private loss.

8. These violations pierce any claim to immunity and expose the Respondent to **personal liability for civil, commercial, and constitutional harm.**

III. COMMERCIAL DEFAULT, CONTRACTUAL NOTICE, AND SYKE'S AUTHORIZATION AND CONSENT TO LIEN

9. This Affidavit constitutes a lawful offer of contract under Article I, Section 10 of the U.S. Constitution. It is hereby noticed:

Date: July 31, 2025

Sunshine Suzanne Sykes, by her failure to rebut each point of fact and law within **seventy-two (72) hours** of receipt of this verified affidavit and notice, **agrees** to the following binding terms by **tacit procuration, tacit acquiescence, and commercial estoppel**:

- 1. She consents to binding contractual obligations and personal liability** under UCC § 1-308 and § 9-509;
- 2. She authorizes service of any documents of lawsuits by email or USPS** as sufficient and binding for all legal and commercial purposes;
- 3. She consents to the filing of a UCC Financing Statement and Security Agreement** memorializing these injuries and defaults including liquidated damages in the amount of **Three Million Five Hundred Thousand Dollars (\$3,500,000)** in favor of Kevin: Realworldfare/Plaintiff/Claimant;
- 4. She waives any and all claims to judicial immunity**, as her actions were taken in bad faith, without jurisdiction, and outside the color of law;
- 5. She is liable in her private, personal, fiduciary, and commercial capacity** for all losses, injuries, and damages described herein.

10. This notice operates as law unless rebutted with a verified sworn affidavit made under full commercial and criminal liability. Silence is dishonor. Silence is consent. Silence is default.

IV. COMMERCIAL DEFAULT AND DEMAND TO CURE

11. This verified affidavit serves as **final demand** for rebuttal and lawful cure.

12. Sunshine S. Sykes is hereby noticed that failure to rebut each point with a sworn affidavit under penalty of perjury, delivered within **72 hours of receipt**, constitutes:

- Tacit procuration
- Tacit agreement
- Silent acquiescence
- Admission under **stare decisis** and **res judicata**

- **Commercial default**

- **Dishonor** under the Uniform Commercial Code

13. By operation of **UCC § 1-308, UCC § 9-509**, and applicable equity and constitutional law:

- Sunshine S. Sykes consents to lien;
- Authorizes the filing of a **UCC Financing Statement and Security Agreement** against her person and assets;
- Waives all judicial immunity under **Rankin v. Howard, 633 F.2d 844, 847-48 (9th Cir. 1980)**;
- Accepts full personal and commercial liability for all injuries, harm, damages, and violations described herein.

14. Let the record reflect: her silence is her admission. Her failure to cure will trigger immediate administrative enforcement, lien, and publication of this notice in commerce, equity, and law.

V. FINAL VERIFIED NOTICE OF INTENT TO SUE FOR DAMAGES, RICO CONSPIRACY, AND JUDICIAL COLLUSION IN D.C. DISTRICT COURT

15. This verified notice places on the public and commercial record the **imminent intent to file suit** against the following named parties in their **private and commercial capacities**:

- **Sunshine Suzanne Sykes**, for ultra vires acts, fraud, impersonation of a judge after lawful disqualification, and obstruction of justice;
- **Kenly Kiya Kato**, for aiding and abetting judicial fraud, concealment of judicial disqualification, and collusion in issuing void remand orders after loss of jurisdiction;
- **Dolly M. Gee**, Chief Judge of the Central District of California, for command-level concealment of systemic violations of 28 U.S.C. §§ 144, 455, and 1446(d), and for administrative acquiescence to a coordinated enterprise that has denied the Plaintiff due process, equal protection, and access to justice.

16. These named parties have together operated as an organized criminal **enterprise** under **18 U.S.C. § 1962(c) and (d)**, constituting a pattern of **racketeering** activity, **procedural fraud, judicial extortion, and obstruction of federally protected rights through use of simulated legal process and color of law.**

FACTUAL BASIS FOR LITIGATION

17. The record indisputably reflects that:

- On or about **July 11, 2025**, Affiant lawfully filed a **Verified Affidavit and Motion for Disqualification** of Judge Sunshine Suzanne Sykes pursuant to **28 U.S.C. § 144 and § 455**, supported by sworn affidavits and irrefutable judicial misconduct;
- Sykes was thereby legally disqualified from further activity in the matter;
- In **willful contempt of law**, she proceeded to issue **six (6)** void orders, including **Dkt. 90**, and denied disqualification **sua sponte**, violating binding precedent (**United States v. Sibla, 624 F.2d 864, 867 (9th Cir. 1980)**);
- Sykes unlawfully **remanded two removed federal civil rights actions, 5:25-cv-01900 and 5:25-cv-01450**, in contempt of **28 U.S.C. § 1446(d)**, which bars state court jurisdiction post-removal;
- These acts occurred while the matter was under the exclusive jurisdiction of the **Ninth Circuit Court of Appeals**, via **Petition for Writ of Mandamus**, thereby breaching appellate integrity and violating the separation of powers;
- Judge Kenly Kato and Chief Judge Dolly Gee participated in, concealed, or failed to rectify this fraud, triggering **vicarious liability and supervisory complicity**.

DAMAGES AND ENFORCEMENT

18. Affiant has suffered:

- Denial of access to due process and an impartial tribunal;
- Commercial loss exceeding **\$750,000** in equity, property, and trust corpus;

- Reputational injury, emotional distress, loss of standing, and continued deprivation of civil rights;
- Ongoing procedural sabotage and forum manipulation in multiple proceedings.

19. The following liquidated and actual damages will be sought:

- **\$3,500,000.00** in liquidated damages;
- **Treble damages** under RICO, per **18 U.S.C. § 1964(c)**;
- **Punitive damages** for fraud, bad faith, and willful deprivation of rights;
- **Equitable and injunctive relief**, including voiding of all post-disqualification orders;
- **Commercial lien enforcement** for all un rebutted commercial injury;
- **Referral to U.S. Attorney and DOJ-OIG** for investigation of systemic judicial conspiracy.

VI. SERVICE, CONSENT TO CONTRACT, AND DUTY TO RESPOND

NOTICE OF SERVICE AND BINDING AGREEMENT:

20. Sunshine Suzanne Sykes is hereby **contractually noticed** that this affidavit, and all subsequent filings, liens, or lawsuits arising from her ultra vires conduct:

1. **Shall be deemed lawfully served** upon her by:

- **Email service** at any publicly known government address, including but not limited to her chambers and the U.S. District Court;
- **USPS first-class mail** sent to her official business address as published by the United States District Court.

2. **This notice operates as a binding contract under Article I, Section 10**, and is enforceable by affidavit, equity, and commercial law. Her silence constitutes agreement and authorization by tacit procuration, UCC § 9-509, and commercial estoppel.

3. Sykes' failure to **respond within seventy-two (72) hours** of receipt with a **verified sworn rebuttal** to each specific claim herein will constitute:

- 1 ○ **Tacit procurement and tacit agreement;**
- 2 ○ **Silent acquiescence and commercial dishonor;**
- 3 ○ **Consent to lien, waiver of immunity, and admission under stare**
- 4 **decisis and res judicata;**
- 5 ○ **Commercial default** under UCC §§ 1-308 and 9-509.
- 6 4. Her silence further constitutes **authorization** for the immediate filing of:
- 7 ○ **A UCC-1 Financing Statement** naming her as debtor;
- 8 ○ **A Security Agreement and Affidavit of Obligation** as proof of
- 9 commercial and fiduciary breach;
- 10 ○ Any additional lawful remedy in equity or commerce.

11 **21. DUTY TO RESPOND:** As a public fiduciary and oath-bound Article III officer,
12 Sykes is legally and contractually bound to:

- 13 • **Respond point-for-point** to this verified affidavit with **equal or superior**
- 14 **evidence under penalty of perjury;**
- 15 • **Acknowledge all properly filed judicial notices, affidavits, and**
- 16 **commercial claims;**
- 17 • **Refrain from further participation in any matter** where disqualification is
- 18 lawfully triggered.

19 **22.** Failure to fulfill this duty triggers **personal and commercial liability**, revokes
20 any presumption of immunity (*Rankin v. Howard*, 633 F.2d 844), and subjects
21 Sykes to further private enforcement actions, including but not limited to tort,
22 lien, and equity claim.

23 **VII. LIQUIDATED DAMAGES**

24 **23.** Pursuant to controlling federal law, the Uniform Commercial Code, and the law
25 of equity, Affiant hereby declares and demands the following liquidated
26 damages as a matter of public and commercial record:

27 **1. Ultra Vires Judicial Acts While Disqualified**

28 For each of the **six (6)** unlawful judicial acts taken by Sunshine Suzanne

Sykes **after disqualification under 28 U.S.C. § 144**, including but not limited to orders, denials, and docket entries:

→ \$250,000 per act = \$1,500,000

2. Fraudulent Remands of Removed Federal Civil Rights Cases

For each of the **two (2)** unlawful remands issued while disqualified and without jurisdiction, in direct violation of 28 U.S.C. § 1443(1):

- Case No. **5:25-cv-01434**
- Case No. **5:25-cv-01450**

→ \$500,000 per case = \$1,000,000

3. Delay and Obstruction of Dispositive Relief

For each day dispositive motions were willfully obstructed, delayed, or unlawfully ignored due to Sykes' ultra vires retention of authority post-disqualification:

→ \$25,000 per day × 20 days (est.) = \$500,000

4. Unrebutted Notices and Verified Affidavits Ignored in Bad Faith

For each of the **five (5)** unrebutted affidavits, judicial notices, or commercial filings served on Sunshine Suzanne Sykes and ignored in material breach of judicial duty:

→ \$100,000 per unrebutted instrument = \$500,000

TOTAL LIQUIDATED DAMAGES DEMAND: \$3,500,000

VIII. BINDING CONTRACTUAL NOTICE AND ACCEPTANCE BY SILENCE

24. Pursuant to Article I, Section 10 of the U.S. Constitution, this instrument constitutes a lawful and binding contract. Sunshine Suzanne Sykes is **deemed to have accepted** the terms of this Affidavit and the above damages upon failure to respond **within seventy-two (72) hours** of receipt:

- **Failure to rebut point-for-point with sworn affidavit under penalty of perjury** constitutes:
 - **Tacit procurement**
 - **Tacit agreement**

- **Silent acquiescence**
- **Res judicata**
- **Commercial default**
- **Admission by estoppel**

25. Sunshine Suzanne Sykes **hereby authorizes**, by operation of law and silence, the filing of a **UCC Financing Statement, Security Agreement, and Commercial Lien** against her in her **private and commercial capacity**, under UCC §§ 1-308, 3-505, and 9-509.

IX. RESERVATION OF RIGHTS

26. All rights reserved, **without prejudice, nunc pro tunc, ab initio**. Affiant explicitly reserves all rights under **UCC § 1-308** and does not waive any rights, remedies, or immunities afforded under law, equity, or commercial jurisdiction.

Executed in compliance with **28 U.S.C. § 1746**

FURTHER AFFIANTS SAYETH NOT.

VERIFICATION:

Pursuant to **28 U.S.C. § 1746**

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 and the State of California**, 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 31st day of July 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

Kevin: Realworldfare, Real Party In Interest,
Plaintiff, Secured Party, Injured Party

Date: July 31, 2025

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 or about **July 31, 2025**, I served the within documents:

1. VERIFIED AFFIDAVIT OF FACT AND NOTICE OF INJURY, FRAUD, AND HARM AND VERIFIED NOTICE OF COMMERCIAL DEFAULT AND INTENT TO FILE LAWSUIT AND FILE SECURITY INTEREST AGAINST: SUNSHINE S. SYKES, DOLLY M. GEE, AND KENLY K. KATO, ACTING AS PURPORTED "JUDGE(S)" UNDER COLOR OF LAW, IN THE UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

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.

Sunshine S Sykes, Kenly Kiya Kato, Dolly M Gee
C/o **SUNSHINE SYKES, KENLY KATO, DOLLY GEE**
3470 Twelfth Street, Room 134
Riverside, CA 92501
SSS_Chambers@cacd.uscourts.gov
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Naji Doumit, Mary Doumit, Daniel Doumit
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John L. Bailey (#103867), Therese Bailey (#171043)
C/o **THE BAILEY LEGAL GROUP**
jbailey@tblglaw.com
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Barry-Lee: O'Connor (#134549)
C/o **BARRY LEE O'CONNOR, BARRY LEE O'CONNOR & ASSOCIATES**
udlaw2@aol.com

Date: July 31, 2025

1 I declare under penalty of perjury under the laws of the State of California
2 that the above is true and correct. Executed on **July 31, 2025** in Riverside County,
3 California.

4 /s/Chris Yarbba/
Chris Yarbba

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24 **NOTICE:**

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

Date: July 31, 2025

JURAT:

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

State of Riverside
County of California } ss.

Subscribed and ~~sworn~~ to (or affirmed) before me on this 31st day of July, 2025 by Kevin:
Realworldfare (formerly 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:

