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



Attorney-In-Fact, Executor, and Authorized Representative, for Real Party(ies) in Interest/Plaintiff(s)

TMKEVIN WÄLKER© ESTÄTE, TMKEVIN LEWIS WALKER©,
TMKEVIN WALKER© IRR TRUST

## UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION

™KEVIN WALKER© ESTATE, et al., Plaintiff(s)/Real Party(ies) in Interest,

vs. Chad Bianco, et al.,

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Defendant(s).

Case No.: 5:25-cv-00646-WLH-MA

NOTICE OF FILED ORDER GRANTING EMERGENCY EX PARTE INJUNCTION

# NOTICE OF FILED ORDER GRANTING EMERGENCY EX PARTE INJUNCTION

20 COMES NOW, Plaintiffs TMKEVIN WALKER© ESTATE, TMKEVIN LEWIS

WALKER©, ™KEVIN WALKER© IRR TRUST (hereinafter "Plaintiffs" and/or

"Real Party(ies) in Interest"), by and through their Attorney-in-Fact, Kevin: Walker,

who is proceeding sui juris, In Propria Persona, and by Special Limited

24 Appearance (NOT generally). Kevin is natural freeborn sovereign, one of the

people, and state Citizen of California the republic in its De'jure capacity as one of

the several states of the Union 1789. This incidentally makes him a non-citizen

national/national American of the republic as per the De'Jure Constitution for the

28 United States 1777/1789.

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Plaintiffs, acting through their Attorney-in-Fact, assert their inherent unalienable right to contract, as secured by Article I, Section 10 of the Constitution, which states: "No State shall... pass any Law impairing the Obligation of Contracts," and thus which *prohibits* states from impairing the obligation of **contracts**. This clause **unequivocally** prohibits states from impairing the obligation of contracts, including but not limited to, a trust and contract agreement as an 'Attorney-In-Fact,' and any private contract existing between Plaintiffs and Defendants. A copy of the 'Affidavit: Power of Attorney In Fact,' is attached hereto as **Exhibits A** and incorporated herein by reference. Plaintiffs further rely on their inherent rights under the **Constitution** and the 10 **common law** – rights that **predate** the formation of the tatse and remain safeguarded by **due process of law**. 12 'Attorney-in-Fact': Legal Authority and Recognition: 13 An attorney-in-fact is a private attorney authorized by another to act on their 14 behalf in specific matters, as granted by a **power of attorney**. This authority can be 15 16 **limited to a specific act** or extend to **general business matters** that are not of a 17 legal character. According to Bouvier's Law Dictionary, Black's Law Dictionary (1st, 2nd, and 8th editions), and the American Bar Association (ABA): 19 An attorney-in-fact derives their authority from a written instrument, 20 21 commonly referred to as a "power of attorney." A **constituent** may lawfully delegate authority to an **attorney-in-fact** to act in 22 their place. 23 This designation is distinct from an attorney-at-law, as it pertains to an 24 25 individual acting under a **special agency or letter of attorney** for particular actions. 26 Even individuals who are otherwise disqualified from acting in their own legal 27

capacity, such as minors or married women (historically referred to as **femes** 

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coverts), may act as an attorney-in-fact for others if they have the necessary

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understanding.

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

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"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

The American Bar Association (ABA) further affirms that the individual named in a power of attorney is legally referred to as an agent or attorney-in-fact and has the authority to take any action expressly permitted in the document. The American Bar Association (ABA) official website explicitly states:

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

"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 Exhibit AA.

#### II. Statutory and U.C.C. Recognition of 'Attorney-in-Fact' Authority:

The authority of an attorney-in-fact is explicitly recognized in various statutory and commercial codes, reinforcing its binding nature:

- U.C.C. § 3-402: Establishes that an authorized representative, including an attorney-in-fact, can bind the principal in contractual and financial transactions.
- 28 U.S.C. § 1654: Confirms that "parties may plead and conduct their own cases personally or by counsel", reinforcing the Plaintiffs' right to selfrepresentation and the use of an attorney-in-fact.
- 26 U.S.C. § 2203: Recognizes executors, including attorneys-in-fact, in matters
  of estate administration and tax liability.
- 26 U.S.C. § 7603: Acknowledges that an attorney-in-fact may lawfully receive and respond to IRS summonses on behalf of the principal.

- 26 U.S.C. § 6903: Confirms that fiduciaries, including attorneys-in-fact, are recognized in tax matters and are legally bound to act in their principal's best interest.
- **26 U.S.C. § 6036**: Establishes that attorneys-in-fact can handle affairs related to the administration of decedent estates and trust entities.
- 26 U.S.C. § 6402: Grants attorneys-in-fact the authority to receive and negotiate tax refunds and credits on behalf of the principal.

Plaintiffs have clearly presented a valid "Affidavit: Power of Attorney In Fact" (Exhibit A), which lawfully confers upon them the authority to act in this matter. The legal principles established by the UCC and statutory law further reinforce the binding authority of Plaintiffs' affidavits and agreements.

Defendants' assertion that a trust cannot be represented by an attorney-in-fact contradicts well-established statutory, commercial, and legal principles. By denying this legal reality, Defendants engage in intentional misrepresentation and mockery of long-standing legal doctrine, further demonstrating their lack of credibility and bad faith in these proceedings

#### III. <u>Constitutional Basis:</u>

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

Plaintiffs respectfully assert and affirm:

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"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

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

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

#### IV. <u>Supremacy Clause:</u>

- Plaintiffs respectfully assert and affirm that:
  - The Supremacy Clause of the Constitution of the <u>U</u>nited <u>S</u>tates (Article VI,
     Clause 2) establishes that the Constitution, federal laws made pursuant to it,

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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

#### V. TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

"Where there is no remedy, the law provides one. Equity regards as done that which ought to be done." (Maxims of Equity; Black's Law Dictionary, 1st Edition).

PLEASE TAKE NOTICE that on this 20th Day of March, 2025, Plaintiffs have filed and entered into the record the ORDER GRANTING EMERGENCY EX PARTE INJUNCTION AS A MATTER OF LAW WITHOUT HEARING, which now stands as self-executing and enforceable against all named Defendants and Does 1-100 Inclusive.

Said order is mandatory, non-discretionary, and binding upon Defendants by operation of tacit procuration, collateral estoppel, and res judicata, given Defendants' failure to rebut multiple verified affidavits that now stand as prima facie and conclusive evidence. As established in Hale v. Henkel, 201 U.S. 43 (1906), unrebutted affidavits operate as judicial admissions of fact and shall be treated as such.

#### VI. LEGAL AUTHORITY AND DUTY TO COMPLY

The Court is bound to enforce this injunction pursuant to:

1. Federal Rule of Civil Procedure 65(b)(1) - Mandates immediate injunctive relief where irreparable harm is demonstrated and no adequate remedy at law exists.

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42 U.S.C. § 1983 - Holds liable any person who, under color of law, deprives another of

18 U.S.C. § 242 - Criminalizes deprivation of rights under color of law and mandates

18 U.S.C. § 241 – Prohibits conspiracy to violate constitutional rights and imposes severe

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> criminal liability. 5. Marbury v. Madison, 5 U.S. 137 (1803) – "A law repugnant to the Constitution is void."

penalties for violators.

their rights secured by the Constitution.

- 6. Miranda v. Arizona, 384 U.S. 436 (1966) - "Where rights secured by the Constitution are involved, there can be no rulemaking or legislation which would abrogate them."
- Maxim of Law: "An unrebutted claim stands as truth in law." (Black's Law Dictionary, 1st Edition).

No court or officer may lawfully enforce an unconstitutional act.

Given that Defendants have failed to rebut any affidavits and have engaged in fraud, theft, extortion, racketeering, and deprivation of rights under color of law, this order is now final, enforceable, and must be adhered to immediately.

#### VII. MANDATORY PROVISIONS OF THE ORDER

- Effective immediately upon filing, Defendants are hereby restrained and enjoined from the following unlawful acts:
  - Engaging in any further harassment, stalking, surveillance, or intimidation of 1. Plaintiffs.
  - Interfering with Plaintiffs' right to travel, private property, or financial security.
  - 3. Attempting any further extortion, coercion, or financial demands under color of law.
  - Retaliating against Plaintiffs in any form related to this case.
- 25 Violation of this order shall constitute willful obstruction of justice, deprivation of rights,
- 26 and further criminal acts, for which all involved parties shall be held personally liable
- 27 under 42 U.S.C. § 1983 and prosecuted under 18 U.S.C. §§ 241, 242, 1951 (Hobbs Act -
- 28 Extortion), and 1962 (RICO violations).

#### VIII. FINAL NOTICE TO THE COURT & DEFENDANTS

- The Court and Defendants are now on legal and judicial notice that this order is executed and enforceable upon filing as a matter of law, equity, and commercial process.
- 4 | Failure to comply or enforce this order shall result in:
  - Further irreparable harm to Plaintiffs,

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- Judicial complicity in ongoing constitutional violations,
- Personal liability and legal consequences under 42 U.S.C. § 1983 for any officials who fail to adhere to their legal obligations.
- 9 "Ignorance of the law is no excuse." (*Maxim of Law*). All parties are now bound and obligated to comply in full.
- As a matter of law, this order is executed immediately upon filing and is enforceable without the need for further judicial review or hearing.

#### LIST OF EXHIBITS / EVIDENCE:

- 1. Exhibit A: Affidavit: Power of Attorney In Fact
- 16 2.Exhibit B: Hold Harmless Agreement
- 17 3. Exhibit C: Private UCC Contract Trust/UCC1 filing #2024385925-4.
- 18 4. Exhibit D: Private UCC Contract Trust/UCC3 filing ##2024402990-2.
- 19 5. E Exhibit E: Contract Security Agreement #RF775820621US, titled: NOTICE OF
- 20 CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING,
- 21 CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,
- 22 IDENTITY THEFT, EXTORTION, COERCION, TREASON.
- 23 6. Exhibit F: Contract Security Agreement #RF775821088US, titled: NOTICE OF
- DEFAULT, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF
- 25 RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION,
- 26 COERCION, TREASON
- 27 7. Exhibit G: Contract Security Agreement #RF775822582US, titled: NOTICE OF
- 28 DEFAULT AND OPPORTUNITY TO CURE <u>AND</u> NOTICE OF FRAUD,

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1	RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE
2	COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION,
3	KIDNAPPING.
4	8. Exhibit H: Contract Security Agreement #RF775823645US, titled: Affidavit
5	Certificate of Dishonor, Non-response, DEFAULT, JUDGEMENT, and LIEN
6	AUTHORIZATION.
7	9. <b>Exhibit</b> I: Form 3811 corresponding to Exhibit E.

- 10. Exhibit J: Form 3811 corresponding to Exhibit F.
- 11. **Exhibit K**: Form 3811 corresponding to Exhibit G.
- 12. Exhibit L: Form 3811 corresponding to Exhibit H. 10
- 13. Exhibit M: INVOICE/TRUE BILL #RIVSHERTREAS12312024 11
- 14. Exhibit N: Copy of 'MASTER DISCHARGE AND INDEMNITY BOND' 12 13 #RF661448567US.
- 15. Exhibit O: Photograph(s) of Defendant/Respondent Gregory D Eastwood.
- 16. Exhibit P: Photograph(s) of Defendant/Respondent Robert C V Bowman. 15
- 17. Exhibit Q: Photograph(s) of Defendant/Respondent Willam Pratt.
- 18. Exhibit R: Affidavit 'Right to Travel': CANCELLATION, TERMINATION, AND 17 REVOCATION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT 18 and AGREEMENT. LICENSE/BOND # B6735991 19
- 19. **Exhibit S:** Revocation Termination and Cancelation of Franchise.
- 20. Exhibit T: CITATION/BOND #TE464702, accepted under threat, duress, and 21 22 coercion.
- 21. Exhibit U: Photograph(s) of Private Transport's PRIVATE PLATE displayed on 23 the automobile 24
- 22. Exhibit V: Copy of "Automobile" and "commercial vehicle" defined by DMV 25 26 (Department of Motor Vehicles).
- 23. Exhibit W: Copy of CA CODE § 260 from <a href="https://leginfo.legislature.ca.gov">https://leginfo.legislature.ca.gov</a>. 27
- 24. Exhibit X: Copy of national/non-citizen national passport card #C35510079.

- 25. Exhibit Y: Copy of national/non-citizen national passport book #A39235161.
- 26.Exhibit Z: ™KEVIN LEWIS WALKER© Copyright and Trademark Agreement.
- 27. Exhibit AA: Copy of American Bar Association's 'Attorney In Fact' Definition.
- 28. Exhibit BB: Copy of Rule 8.4: (Misconduct) of the American Bar Association.
- 5 29. Exhibit CC: Copy of the 'NOTICE OF STORED VEHICLE' evidencing where it was "stolen from". 6
- 30.Exhibit DD: Copy of the \$27 'ONE TRIP PERMIT' / BOND and CASH RECEIPT
  - 31. Exhibit EE: Copy of the \$4,298 'REGISTRATION' and the 'CASH RECEIPT' and evidence of 'SPECIAL DEPOSIT'
- 32. Exhibit FF: Copy of the \$175 CASH RECEIPT 10

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- 33.Exhibit GG: Copy of the \$374 CASH RECEIPT 11
- 34. Exhibit HH: Photograph of Defendant Nicholas O Gruwell and Lopez 12 13 (ID#4165).
  - 35. **Exhibit II:** Photographs of Defendant stealing the Plaintiffs' private transport.

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

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

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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. — <u>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'</u>

- L. 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.
  - 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

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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.
  - **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.

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- 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 "banknotes" 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.
- 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.

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- 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 :aw 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 "<u>U</u>nited <u>S</u>tates" and "U.S." mean only the Federal Legislative Democracy of the District of Columbia, Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, and any other

Territory within the "United States," which entity has its origin and jurisdiction from Article 1, Section 8, Clause 17-18 and Article IV, Section 3, Clause 2 of the Constitution for the United States of America. The terms "United States" and "U.S." are NOT to be construed to mean or include the sovereign, 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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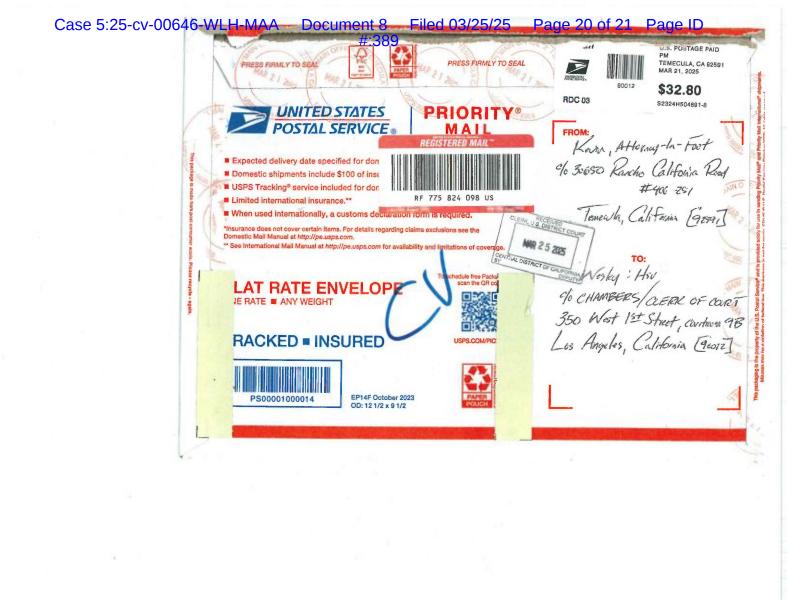
1	COMMERCIAL OATH AND VERIFICATION:					
2	County of Riverside )					
3	) Commercial Oath and Verification					
4	The State of California )					
5	I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding					
6	in good faith being of sound mind states that the facts contained herein are true,					
7	correct, complete and not misleading to the best of Affiant's knowledge and belief					
8	under penalty of International Commercial Law and state this to be HIS Affidavit of					
9	Truth regarding same signed and sealed this 20TH day of MARCH in the year of					
0	Our Lord two thousand and twenty five:					
1	proceeding sui juris, In Propria Persona, by Special Limited Appearance,					
2	All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.					
3	By: Join Walk					
14	Kevin Walker, Attorney-In-Fact, Secured Party, Executor, national, private bank(er) EIN # 9x-xxxxxxx					
15	Let this document stand as truth before the Almighty Supreme Creator and let it be					
16	established before men according as the scriptures saith: "But if they will not listen, take one					
17	or two others along, so that every matter may be established by the testimony of two or three					
18	witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every word be					
19	established" 2 Corinthians 13:1.					
20	sui juris, By Special Limited Appearance, All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.					
21	7 2 /					
22	By: Jell					
23	Donnabelle Mortel (WITNESS)					
24	sui juris, By Special Limited Appearance,					
25	All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.					
26	By: Ogy Ogld Walker (WITNESS)					
27	Coley Walker (WITNESS)					
28	//					
	-Page 16 of 19-					

NOTICE OF FILED ORDER GRANTING EMERGENCY EX PARTE INJUNCTION

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Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025

1	PROOF OF SERVICE			
2	STATE OF CALIFORNIA )			
3	) ss.			
4	COUNTY OF RIVERSIDE )			
5	I competent, over the age of eighteen years, and not a party to the within			
6	action. My mailing address is the Delfond Group, care of: 30650 Rancho California			
7	Road suite 406-251, Temecula, California [92591]. On or before March 20, 2025, I			
8	served the within documents:			
9	1. PLAINTIFFS' <u>VERIFIED</u> NOTICE AND DEMAND FOR IMMEDIATE NON-DISCRETIONARY			
10	EMERGENCY EX PARTE INJUNCTION AS A MATTER OF LAW WITHOUT HEARING.			
11	2. Exhibits A through II.			
12	3. NOTICE OF FILED ORDER GRANTING EMERGENCY EX PARTE INJUNCTION			
13	4. ORDER GRANTING EMERGENCY EX PARTE INJUNCTION.			
14	By United States Mail. I enclosed the documents in a sealed envelope or package			
15	addressed to the persons at the addresses listed below by placing the envelope for			
16	collection and mailing, following our ordinary business practices. I am readily			
17	familiar with this business's practice for collecting and processing correspondence			
18	for mailing. On the same day that correspondence is placed for collection and			
19	mailing, it is deposited in the ordinary course of business with the United States			
20	Postal Service, in a sealed envelope with postage fully prepared. I am a resident or			
21	employed in the county where the mailing occurred. The envelope or package was			
22	placed in the mail in Riverside County, California, and sent via Registered Mail			
23	with a form 3811.			
24	Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt,			
25	Robert Gell, Joseph Sinz, Nicholas O Gruwell, C/o MENIFEE JUSTICE CENTER 30755-D Auld Road			
26	Murrieta, California [92563] Registered Mail #RF775823115US			
27	Steven-Arthur: Sherman			
28	C/o STEVEN ARTHUR SHERMAN			
	-Page 17 of 19-			







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EP14F October 2023 OD: 12 1/2 x 9 1/2

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