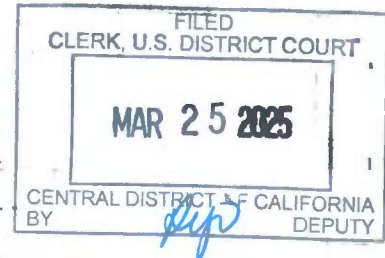


Self-Executing Security Agreement — Express Mail #ER126149276 — Dated: 03/20/2025



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

Attorney-In-Fact, Executor, and Authorized Representative,
for Real Party(ies) in Interest/Plaintiff(s)
™KEVIN WALKER© ESTATE, ™KEVIN LEWIS WALKER©,
™KEVIN 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.*,
Defendant(s).

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

**PLAINTIFFS' VERIFIED NOTICE
AND DEMAND FOR IMMEDIATE
NON-DISCRETIONARY
EMERGENCY EX PARTE
INJUNCTION AS A MATTER OF
LAW WITHOUT HEARING**

**PLAINTIFFS' VERIFIED NOTICE AND DEMAND FOR IMMEDIATE
NON-DISCRETIONARY EMERGENCY EX PARTE INJUNCTION AS A
MATTER OF LAW WITHOUT HEARING**

COMES NOW, Plaintiffs ™KEVIN WALKER© ESTATE, ™KEVIN 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
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
United States 1777/1789.

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

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

10 Plaintiffs further rely on their inherent rights under the **Constitution** and the
11 **common law** — rights that **predate** the formation of the tatse and remain
12 safeguarded by **due process of law**.

13 **I. 'Attorney-in-Fact' : Legal Authority and Recognition:**

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

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

- 20 • An **attorney-in-fact** derives their authority from a written instrument,
21 commonly referred to as a "**power of attorney**."
- 22 • A **constituent** may lawfully delegate authority to an **attorney-in-fact** to act in
23 their place.
- 24 • This designation is distinct from an **attorney-at-law**, as it pertains to an
25 individual acting under a **special agency or letter of attorney** for particular
26 actions.
- 27 • Even individuals who are otherwise disqualified from acting in their own legal
28 capacity, such as minors or married women (historically referred to as **femes**

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1 coverts), may act as an **attorney-in-fact** for others if they have the necessary
2 understanding.

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

4 *"A person to whom the authority of another, who is called the constituent, is by him*
5 *lawfully delegated. The term is employed to designate persons who are under special*
6 *agency, or a special letter of attorney, so that they are appointed in factum, for the deed,*
7 *or special act to be performed; but in a more extended sense, it includes all other agents*
8 *employed in any business, or to do any act or acts in pais for another."*

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

13 *"The person named in a power of attorney to act on your behalf is commonly referred to*
14 *as your "agent" or "**attorney-in-fact**." With a valid power of attorney, your agent can*
15 *take **any** action permitted in the document."* See Exhibit AA.

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

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

- 19 • **U.C.C. § 3-402:** Establishes that an authorized representative, including an
20 attorney-in-fact, can bind the principal in contractual and financial
21 transactions.
- 22 • **28 U.S.C. § 1654:** Confirms that "**parties may plead and conduct their own**
23 **cases personally or by counsel**", reinforcing the Plaintiffs' right to self-
24 representation and the use of an attorney-in-fact.
- 25 • **26 U.S.C. § 2203:** Recognizes executors, including attorneys-in-fact, in matters
26 of estate administration and tax liability.
- 27 • **26 U.S.C. § 7603:** Acknowledges that an attorney-in-fact may lawfully receive
28 and respond to IRS summonses on behalf of the principal.

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- 1 • **26 U.S.C. § 6903:** Confirms that fiduciaries, including attorneys-in-fact, are
2 recognized in tax matters and are legally bound to act in their principal's best
3 interest.
- 4 • **26 U.S.C. § 6036:** Establishes that attorneys-in-fact can handle affairs related
5 to the administration of decedent estates and trust entities.
- 6 • **26 U.S.C. § 6402:** Grants attorneys-in-fact the authority to receive and
7 negotiate tax refunds and credits on behalf of the principal.

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

9 **Fact**" (Exhibit A), which lawfully confers upon them the authority to act in this
10 matter. The legal principles established by the **UCC and statutory law further**
11 **reinforce the binding authority of Plaintiffs' affidavits and agreements.**

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

17 **III. Constitutional Basis:**

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

21 Plaintiffs respectfully assert and affirm:

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

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

- 5 • "The claim and exercise of a constitutional **right** **cannot** be converted into
6 a crime." — *Miller v. U.S.*, 230 F 2d 486, 489.
- 7 • "Where **rights** **secured** by the Constitution are involved, **there can be no**
8 **rule making or legislation** which would abrogate them." — *Miranda v.*
9 *Arizona*, 384 U.S.
- 10 • "There can be no sanction or penalty imposed upon one because of this
11 exercise of constitutional **rights**." — *Sherar v. Cullen*, 481 F. 945.
- 12 • "A law repugnant to the Constitution is **void**." — *Marbury v. Madison*, 5
13 U.S. (1 Cranch) 137, 177 (1803).
- 14 • "It is not the duty of the citizen to surrender his rights, liberties, and
15 immunities under the guise of police power or any other governmental
16 power." — *Miranda v. Arizona*, 384 U.S. 436, 491 (1966).
- 17 • "An unconstitutional act is not law; it confers no rights; it imposes no
18 duties; affords no protection; it creates no office; it is, in legal
19 contemplation, as inoperative as though it had never been passed." —
20 *Norton v. Shelby County*, 118 U.S. 425, 442 (1886).
- 21 • "No one is bound to obey an unconstitutional law, and no courts are
22 bound to enforce it." — *16 Am. Jur. 2d, Sec. 177, Late Am. Jur. 2d, Sec.*
23 *256*.
- 24 • "Sovereignty itself remains with the people, by whom and for whom all
25 government exists and acts." — *Yick Wo v. Hopkins*, 118 U.S. 356, 370
26 (1886).

27 **IV. Supremacy Clause:**

28 Plaintiffs respectfully assert and affirm that:

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

15 **V. IMMEDIATE AND IRREPARABLE HARM NECESSITATING**
16 **INJUNCTIVE RELIEF**

17 Plaintiffs demand an immediate ex parte injunction as a matter of law to restrain
18 Defendants from continued harassment, stalking, theft, extortion, coercion, and
19 intimidation under color of law. The failure to grant this injunction would result
20 in further irreparable harm and place the Court in direct complicity with ongoing
21 constitutional violations.

22 **FACTUAL BASIS FOR EX PARTE INJUNCTIVE RELIEF:**

- 23 1. On March 19, 2025, Defendants Nicholas O. Gruwell, Joseph Sinz, Gregory
24 Eastwood, Robert Bowman, and Ortiz willfully and unlawfully stalked
25 internationally protected person/national/non-citizen national, Kevin Walker,
26 as he entered the parking lot of EOS Gym in Temecula, California.
- 27 2. In a display of extreme, unnecessary, and unconstitutional force, Defendants
28 trespassed upon private trust property – a private transport/automobile clearly

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1 displaying "PRIVATE" plates (See Exhibit U) — and, with armed force and
2 intimidation, forcibly stole said property.

3 3. The "NOTICE OF STORED VEHICLE" serves as incontrovertible *evidence* that
4 the private transport was *stolen*, as the form itself explicitly states that the
5 automobile was "STOLEN FROM" the location where it was legally parked.
6 A copy of the 'NOTICE OF STORED VEHICLE' is attached hereto as Exhibit
7 CC and incorporated herein by reference

8 4. Defendants then escalated their conspiracy, racketeering, deprivation of rights
9 under color of law, and unconstitutional actions, using coercion, threats, and
10 unlawful obstruction to further prevent Plaintiffs from reclaiming their
11 private transport, including but not limited to:

12 a. Illegally refusing to release the unlawfully seized and stolen automobile
13 via a tow truck.

14 b. Illegally refusing to release the unlawfully seized and stolen private
15 transport/automobile via a "ONE TRIP PERMIT." A copy of the 'ONE TRIP
16 PERMIT'/BOND and CASH RECEIPT, is attached hereto as Exhibit DD
17 and incorporated herein by reference..

18 5. Rather than acting in a lawful, legal, and constitutional manner,
19 Defendants doubled down on their illegal activities by robbing and
20 extorting Plaintiffs of Four **Thousand Two Hundred Ninety-Eight**
21 **Dollars (\$4,298)** through threats, duress, coercion, and intimidation
22 under color of law, in direct violation of Plaintiffs' inherent *unalienable*
23 right to travel.

24 6. Plaintiffs were forced under threat, duress, coercion, and extortion to "Register"
25 the private transport/automobile, to take possession of their own property. A
26 copy of the 'REGISTRATION' and the 'CASH RECEIPT' and evidence of
27 'SPECIAL DEPOSIT' with said financial institution and bank is attached
28 hereto as Exhibit EE and incorporated herein by reference.

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- 1 7. Defendants then further **robbed and extorted** Plaintiffs of **One Hundred and**
2 **Seventy-Five Dollars (\$175.00)** through **threats, duress, coercion, and**
3 **intimidation under color of law**, in direct violation of Plaintiffs' **inherent**
4 **unalienable rights**. A copy of the **CASH RECEIPT**, is attached hereto as **Exhibit**
5 **FF** and incorporated herein by reference
- 6 8. Defendants then engaged in conspiracy and racketeering with "S&R TOW
7 **TEMECULA**," to further **rob and extort** Plaintiffs of **Three Hundred and**
8 **Seventy-Four Dollars (\$374.00)** through **threats, duress, coercion, and**
9 **intimidation under color of law**, in direct violation of Plaintiffs' **inherent**
10 **unalienable rights**. A copy of the **CASH RECEIPT**, is attached hereto as **Exhibit**
11 **GG** and incorporated herein by reference
- 12 9. Defendants have *willfully* engaged in a pattern of ongoing harassment,
13 **stalking Plaintiffs within their own neighborhood**, employing **intimidation**
14 **tactics in an attempt to obstruct justice and coerce Plaintiffs into abandoning**
15 **their lawful claims**.
- 16 10. As a direct result of Defendants' unlawful conduct, Plaintiffs are suffering
17 **immediate and irreparable harm, including:**
 - 18 a. **Severe emotional distress,**
 - 19 b. **Unlawful deprivation of property,**
 - 20 c. **Threats to life, liberty, and security.**
- 21 11. Defendants have absolutely **failed to rebut *multiple verified affidavits***, thereby
22 **admitting to all claims as a matter of law** through silent acquiescence, **tacit**
23 **procuration, collateral estoppel, stare decisis, and res judicata**.
- 24 12. There is no adequate remedy at law, as monetary damages alone cannot
25 **compensate for Defendants' ongoing threats, intimidation, and State-**
26 **sanctioned harassment**.
- 27 13. Therefore, an **immediate ex parte injunction is necessary and required as a**
28 **matter of law to prevent further irreparable harm**.

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VI. 'SEPCIAL DEPOSIT' and 'MASTER INDEMNITY BOND': 31 U.S. Code § 5312 and U.C.C. § 3-104

1. The notarized and indorsed VERIFIED COMPLAINT/NEGOTIABLE INSTRUMENT itself acted as a BOND, SPECIAL DEPOSIT, and/or MONETARY INSTRUMENT, as defined by **31 U.S. Code § 5312 and U.C.C. § 3-104**, supplemented by the MASTER INDEMNITY BOND (Exhibit N), and that the BOND also satisfies the procedural and substantive requirements of **Rule 67 of the Federal Rules of Civil Procedure. Exclusive equity** supports this claim, as it ensures that no competing claims will infringe upon the Plaintiffs' established rights to this bond of and will be reported on the forms 1099-A, 1099-OID, and/or 1099-B, with Plaintiff(s) evidenced as the CREDITOR(S).
2. Janet Yellen, said Successor(s), and/or the United States Treasury is the registered holder and fiduciary of/for Plaintiff(s)' the private **Two Hundred Billion Dollar (\$200,000,000,000.00 USD) 'MASTER DISCHARGE AND INDEMNITY BOND' #RF661448567US**, which was post deposited to private post registered account #RF 661 448 023 US. Said 'MASTER DISCHARGE AND INDEMNITY BOND' (#RF661448567US) expressly stipulates it is "insuring, underwriting, indemnifying, discharging, paying and satisfying **all** such account holders and accounts dollar for dollar against any and all pre-existing, current and future losses, costs, debts, taxes, encumbrances, deficits, deficiencies, liens, judgements, true bills, obligations of contract or performance, defaults, charges, and any and all other obligations **as may exist or come to exist** during the term of this Bond... Each of the said account holders and accounts **shall be severally insured, underwritten and indemnified against any and all future Liabilities as may appear, thereby instantly satisfying all such obligations dollar for dollar without exception** through the above-noted Private Offset Accounts up to and including the full face value of this Bond through maturity." A copy of

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1 'MASTER DISCHARGE AND INDEMNITY BOND' #RF372320890US is
2 attached hereto as Exhibit N and incorporated herein by reference, and will
3 serve as an *additional CAUTION and/or BOND* for immediate
4 adjustment and setoff of any and all costs associated with these matters.

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

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

24 VII. LEGAL BASIS FOR EX PARTE INJUNCTION WITHOUT HEARING

25 A. FRCP 65(b)(1) – Ex Parte Temporary Restraining Order (TRO) Must Be Issued
26 Immediately

- 27 • Federal Rule of Civil Procedure 65(b)(1) requires the Court to grant an ex
28 parte TRO without hearing if:

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- 1 1. The applicant **faces immediate and irreparable injury**;
- 2 2. The opposing party cannot be given prior notice **without exacerbating**
- 3 **the harm.**
- 4 • Defendants are **actively engaged in ongoing unlawful acts**, rendering any
- 5 delay in issuing this injunction a **direct violation of Plaintiffs' fundamental**
- 6 **rights.**

7 **B. Defendants' Silence Constitutes Absolute Legal Admission Under Tacit**
8 **Procurement**

- 9 • **Multiple verified affidavits** were lawfully served upon Defendants, and not
- 10 a single affidavit was rebutted.
- 11 • **By operation of law, an un rebutted affidavit stands as Truth in commerce**
- 12 *(United States v. Kis, 658 F.2d 526, Hale v. Henkel, 201 U.S. 43).*
- 13 • **Collateral estoppel, res judicata, and stare decisis** bar Defendants from
- 14 contesting the facts they have **already admitted** through their failure to
- 15 respond.

16 **C. Defendants Are Engaged in a Pattern of Criminal and Civil Rights Violations**
17 Plaintiffs invoke and demand immediate relief under the following **federal**
18 **statutes**, which Defendants have admitted to violating:

- 19 **1. 42 U.S.C. § 1983 – Civil Action for Deprivation of Rights Under Color of Law**
20 • Defendants unlawfully **seized property, engaged in harassment, and**
- 21 **extorted funds**, directly depriving Plaintiffs of constitutionally protected
- 22 rights.
- 23 **2. 18 U.S.C. § 242 – Criminal Deprivation of Rights Under Color of Law**
24 • Defendants' actions constitute **criminal conduct**, warranting **both civil**
- 25 **relief and criminal prosecution.**
- 26 **3. 18 U.S.C. § 241 – Conspiracy Against Rights**
27 • Defendants have engaged in a **coordinated scheme to violate Plaintiffs'**
- 28 **rights, which is a federal felony.**

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1 **4. 18 U.S.C. § 1951 – Hobbs Act (Extortion and Coercion)**

- 2 • The **unlawful exaction of \$4,388 USD through threats and coercion**
3 **constitutes criminal extortion under federal law.**

4 **5. 18 U.S.C. § 1962 – RICO (Racketeer Influenced and Corrupt Organizations Act)**

- 5 • Defendants' pattern of **fraud, extortion, and coercion** meets the statutory
6 **definition of criminal racketeering under RICO laws.**

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

8 The Court is hereby placed on **legal and judicial notice** that Plaintiffs' *Demand for*
9 *Ex Parte Injunction as a Matter of Law* is **not** a mere "motion" requesting
10 **discretionary relief but rather a binding and enforceable legal notice** asserting an
11 **absolute right** to immediate injunctive relief as a **matter of law.**

12 This demand is made pursuant to **Federal Rule of Civil Procedure 65(b)(1)**, which
13 **mandates that the Court "shall" issue a Temporary Restraining Order (TRO) ex**
14 **parte where immediate and irreparable injury is established** and where notice
15 **would be futile or exacerbate the harm.** The word "**shall**" is not discretionary; it
16 **imposes an unequivocal, non-negotiable legal duty** upon the Court.

17 **VIII. A MOTION is a Request; A DEMAND Asserts a Right**

18 The Court must acknowledge and act upon the **fundamental and critical**
19 **distinction** between a motion and a demand:

- 20 **1. A motion seeks the Court's discretion** to grant relief.
21 **2. A demand asserts an absolute right** under statutory and constitutional law,
22 **compelling the Court to act accordingly.**

23 **IX. Plaintiffs' Demand for an Ex Parte Injunction is a Matter of Law,**
24 **Not Judicial Discretion**

25 Pursuant to **Federal Rule of Civil Procedure 65(b)(1)**, Plaintiffs reaffirm that the
26 **issuance of an ex parte injunction** in their favor is a **matter of law**, not judicial
27 **discretion.** The language of the Rule is mandatory and leaves **no room for judicial**
28 **interpretation or delay.**

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1 **Federal Rule of Civil Procedure 65(b)(1) States:**

2 *"The court may issue a temporary restraining order without written or oral notice to the*
3 *adverse party or its attorney only if:*

4 *(A) specific facts in an affidavit or a verified complaint clearly show that immediate and*
5 *irreparable injury, loss, or damage will result to the movant before the adverse party can*
6 *be heard in opposition; and*

7 *(B) the movant's attorney certifies in writing any efforts made to give notice and the*
8 *reasons why it should not be required."*

9 **The Key Term "Shall" is Binding, Not Discretionary**

10 The Court **must** issue an injunction where **irreparable harm is established**. The
11 Defendants have **admitted to all allegations** through **tacit procurement** by failing to
12 rebut multiple verified affidavits. Consequently:

- 13 • There is no genuine dispute of material fact.
14 • The Court has an affirmative, non-discretionary duty to issue immediate
15 injunctive relief.
16 • Failure to act constitutes judicial complicity in ongoing violations of federal law.

17 The **Supreme Court has consistently held** that where statutory language
18 mandates a specific judicial action, **courts lack discretion to deny relief**
19 (*Lexecon Inc. v. Milberg Weiss Bershad Hynes & Lerach*, 523 U.S. 26, *Marbury v.*
20 *Madison*, 5 U.S. 137).

21 **X. NOTICE OF NON-DISCRETIONARY DUTY**

22 Plaintiffs formally **demand** that this Court:

- 23 **1. Issue an ex parte injunction immediately** without hearing, as **mandated** by
24 **FRCP 65(b)(1)**.
25 **2. Acknowledge that no judicial discretion exists** where statutory and
26 constitutional violations are established.
27 **3. Recognize that any delay constitutes a failure to uphold the rule of law and**
28 **may result in legal consequences under 42 U.S.C. § 1983.**

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XI. FINAL WARNING to the COURT

Should this Honorable Court dishonor Plaintiffs and fail to issue the demanded injunction, it will:

- Violate its judicial duty under FRCP 65(b)(1)
- Aid and abet ongoing constitutional violations
- Expose itself to liability for failure to protect Plaintiffs' fundamental rights

As a matter of law, this Court must act now. Any failure to issue an injunction is a direct abrogation of Plaintiffs' constitutional protections and will be treated accordingly.

DEMAND FOR RELIEF

WHEREFORE, Plaintiffs respectfully notice this Court and demand that this Court immediately issue an ex parte injunction without hearing, pursuant to FRCP 65(b)(1), constitutional protections, common law, and commercial law principles, restraining Defendants from:

1. Engaging in any further harassment, stalking, surveillance, or intimidation against Plaintiffs.
2. Interfering with Plaintiffs' right to travel, private property, or financial security.
3. Attempting any further extortion, coercion, or financial demands under color of law.
4. Retaliating against Plaintiffs in any manner related to this lawsuit.

//

LIST OF EXHIBITS / EVIDENCE:

1. Exhibit A: Affidavit: Power of Attorney In Fact'
2. Exhibit B: Hold Harmless Agreement
3. Exhibit C: Private UCC Contract Trust/UCC1 filing #2024385925-4.
4. Exhibit D: Private UCC Contract Trust/UCC3 filing ##2024402990-2 .
5. E Exhibit E: Contract Security Agreement #RF775820621US, titled: NOTICE OF CONDITIONAL ACCEPTANCE, and FRAUD, RACKETEERING,

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1 CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE COLOR OF LAW,
2 IDENTITY THEFT, EXTORTION, COERCION, TREASON.

3 6. **Exhibit F:** Contract Security Agreement #RF775821088US, titled: NOTICE OF
4 DEFAULT, and FRAUD, RACKETEERING, CONSPIRACY, DEPRIVATION OF
5 RIGHTS UNDER THE COLOR OF LAW, IDENTITY THEFT, EXTORTION,
6 COERCION, TREASON

7 7. **Exhibit G:** Contract Security Agreement #RF775822582US, titled: NOTICE OF
8 DEFAULT AND OPPORTUNITY TO CURE AND NOTICE OF FRAUD,
9 RACKETEERING, CONSPIRACY, DEPRIVATION OF RIGHTS UNDER THE
10 COLOR OF LAW, IDENTITY THEFT, EXTORTION, COERCION,
11 KIDNAPPING.

12 8. **Exhibit H:** Contract Security Agreement #RF775823645US, titled: Affidavit
13 Certificate of Dishonor, Non-response, DEFAULT, JUDGEMENT, and LIEN
14 AUTHORIZATION.

15 9. **Exhibit I:** Form 3811 corresponding to Exhibit E.

16 10. **Exhibit J:** Form 3811 corresponding to Exhibit F.

17 11. **Exhibit K:** Form 3811 corresponding to Exhibit G.

18 12. **Exhibit L:** Form 3811 corresponding to Exhibit H.

19 13. **Exhibit M:** INVOICE/TRUE BILL #RIVSHERTREAS12312024

20 14. **Exhibit N:** Copy of 'MASTER DISCHARGE AND INDEMNITY BOND'
21 #RF661448567US.

22 15. **Exhibit O:** Photograph(s) of Defendant/Respondent Gregory D Eastwood.

23 16. **Exhibit P:** Photograph(s) of Defendant/Respondent Robert C V Bowman.

24 17. **Exhibit Q:** Photograph(s) of Defendant/Respondent Willam Pratt.

25 18. **Exhibit R:** Affidavit 'Right to Travel': CANCELLATION, TERMINATION, AND
26 REVOCATION of COMMERCIAL "For Hire" DRIVER'S LICENSE CONTRACT
27 and AGREEMENT. LICENSE/BOND # B6735991

28 19. **Exhibit S:** Revocation Termination and Cancelation of Franchise.

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20. **Exhibit T:** CITATION/BOND #TE464702, accepted **under threat, duress, and coercion.**
21. **Exhibit U:** Photograph(s) of Private Transport's PRIVATE PLATE displayed on the automobile
22. **Exhibit V:** Copy of "Automobile" and "commercial vehicle" defined by DMV (Department of Motor Vehicles).
23. **Exhibit W:** Copy of CA CODE § 260 from <https://leginfo.legislature.ca.gov>.
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:** TMKEVIN 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.
29. **Exhibit CC:** Copy of the 'NOTICE OF STORED VEHICLE' evidencing where it was "*stolen from*".
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
33. **Exhibit GG:** Copy of the \$374 CASH RECEIPT
34. **Exhibit HH:** Photograph of Defendant Nicholas O Gruwell and Lopez (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:

1. **Attorney-in-fact:** A private attorney authorized by another to act in his place and stead, either for some particular purpose, as to do a particular act, or for the transaction of business in general, not of a legal character. This authority is conferred

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1 by an instrument in writing, called a "letter of attorney," or more commonly a "power
2 of attorney." A person to whom the authority of another, who is called the constituent,
3 is by him lawfully delegated. The term is employed to designate persons who are
4 under special agency, or a special letter of attorney, so that they are appointed in
5 *factum*, for the deed, or special act to be performed; but in a more extended sense it
6 includes all other agents employed in any business, or to do any act or acts in pais for
7 another. Bacon, Abr. Attorney; Story, Ag. § 25. All persons who are capable of acting
8 for themselves, and even those who are disqualified from acting in their own capacity,
9 if they have sufficient understanding, as infants of proper age, and *femes coverts*, may
10 act as attorney of other. The person named in a power of attorney to act on your behalf
11 is commonly referred to as your "agent" or "attorney-in-fact." With a valid power of
12 attorney, your agent can take any action permitted in the document. — See Bouvier's
13 Law Dictionary, volumes 1, 2, and 3, page 282, Blacks Law Dictionary 1, 2nd, 8th, pages
14 105, 103, and 392 respectively, and the American Bar Association's website on 'Power
15 of Attorney' and 'Attorney-In-Fact'

16 2. **Attorney:** Strictly, one who is designated to transact business for another; a
17 legal agent. — Also termed attorney-in-fact; private attorney. 2. A person who
18 practices law; LAWYER. Also termed (in sense 2) attorney-at-law; public
19 attorney. A person who is appointed by another and has authority to act on
20 behalf of another. *See also* POWER OF ATTORNEY. *See, Black's Law Dictionary*
21 *8th Edition, pages 392-393, Oxford Dictionary or Law, 5th Edition, page 38,*
22 *American Bar Association's website.*

23 3. **financial institution:** a person, an individual, a private banker, a business engaged
24 in vehicle sales, including automobile, airplane, and boat sales, persons involved in
25 real estate closings and settlements, the United States Postal Service, a commercial
26 bank or trust company, any credit union, an agency of the United States Government
27 or of a State or local government carrying out a duty or power of a business described
28 in this paragraph, a broker or dealer in securities or commodities, a currency

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1 exchange, or a business engaged in the exchange of currency, funds, or value that
2 substitutes for currency or funds, financial agency, a loan or finance company, an
3 issuer, redeemer, or cashier of travelers' checks, checks, money orders, or similar
4 instruments, an operator of a credit card system, an insurance company, a licensed
5 sender of money or any other person who engages as a business in the transmission of
6 currency, funds, or value that substitutes for currency, including any person who
7 engages as a business in an informal money transfer system or any network of people
8 who engage as a business in facilitating the transfer of money domestically or
9 internationally outside of the conventional financial institutions system. Ref, 31 U.S.
10 Code § 5312 - Definitions and application.

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

18 5. **person:** Term may include artificial beings, as corporations. The term means an
19 individual, corporation, business trust, estate, trust, partnership, limited liability
20 company, association, joint venture, government, governmental subdivision, agency,
21 or instrumentality, public corporation, or any other legal or commercial entity. The
22 term "person" shall be construed to mean and include an individual, a trust, estate,
23 partnership, association, company or corporation. The term "person" means a
24 natural person or an organization. -Artificial persons. Such as are created and
25 devised by law for the purposes of society and government, called "corporations" or
26 bodies politic." -Natural persons. Such as are formed by nature, as distinguished from
27 artificial persons, or corporations. -Private person. An individual who is not the
28 incumbent of an office. Persons are divided by law into natural and artificial. Natural

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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

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1 which the binding force of a contract is terminated, irrespective of whether the
2 contract is carried out to the full extent contemplated (in which case the discharge is
3 the result of performance) or is broken off before complete execution. See, Blacks Law
4 Dictionary 1st, page.

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

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

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

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

25 12. **national:** "foreign government", "foreign official", "internationally protected person",
26 "international organization", "national of the United States", "official guest," and/or
27 "non-citizen national." They all have the same meaning. See Title 18 U.S. Code § 112
28 - Protection of foreign officials, official guests, and internationally protected persons.

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

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

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

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

26 //

27 //

28 //

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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 19TH 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, 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*,
All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.

By: 
Donnabelle Mortel (WITNESS)

sui juris, By *Special Limited Appearance*,
All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.

By: 
Corey Walker (WITNESS)

//

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I competent, over the age of eighteen years, and not a party to the within action. My mailing address is the Delfond Group, care of: 30650 Rancho California Road suite 406-251, Temecula, California [92591]. On or before March 20, 2025, I served the within documents:

1. **PLAINTIFFS' VERIFIED NOTICE AND DEMAND FOR IMMEDIATE NON-DISCRETIONARY EMERGENCY EX PARTE INJUNCTION AS A MATTER OF LAW WITHOUT HEARING.**
2. **Exhibits A through II.**
3. **NOTICE OF FILED ORDER GRANTING EMERGENCY EX PARTE INJUNCTION**
4. **ORDER GRANTING DEFAULT JUDGMENT AND SUMMARY JUDGMENT AS A MATTER OF LAW, WITHOUT HEARING, AND STRIKING DEFENDANTS' FILINGS**

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

Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt,
Robert Gell, Joseph Sinz, Nicholas O Gruwell,

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1 C/o MENIFEE JUSTICE CENTER
30755-D Auld Road
Murrieta, California [92563]
2 **Registered Mail #RF775823115US**

3 Steven-Arthur: Sherman
C/o STEVEN ARTHUR SHERMAN
1631 East 18th Street
4 Santa Ana, California [92705-7101]
5 **Registered Mail #RF775823129US**

6 Chad: Bianco
C/o RIVERSIDE COUNTY SHERIFF
4095 Lemon Street, 2nd Floor
7 Riverside, California [92501]
8 **Registered Mail #RF775823132US**

9 Pam: Bondi
C/o U.S. DEPARTMENT OF JUSTICE
10 950 Pennsylvania Avenue, North West
Washington, District of Colombia [20530-0001]
11 **Registered Mail #RF775823146US**

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

16 Gregory D Eastwood, Robert C V Bowman, George Reyes, William Pratt,
17 Robert Gell, Joseph Sinz, Nicholas O Gruwell,
C/o MENIFEE JUSTICE CENTER
30755-D Auld Road
18 Murrieta, California [92563]
19 ssherman@law4cops.com
jsinz@riversidesheriff.org
20 wpratt@riversidesheriff.org

21 Steven-Arthur: Sherman
C/o STEVEN ARTHUR SHERMAN
1631 East 18th Street
22 Santa Ana, California [92705-7101]
23 ssherman@law4cops.com
csherman@law4cops.com

24 Chad: Bianco
C/o RIVERSIDE COUNTY SHERIFF
25 4095 Lemon Street, 2nd Floor
26 Riverside, California [92501]
27 ssherman@law4cops.com
csherman@law4cops.com

28 I declare under penalty of perjury under the laws of the State of California

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that the above is true and correct. Executed on March 20, 2025 in Riverside County, California.

/s/Corey Walker/
Corey Walker

//

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 20th day of March, 2025, before me, Joyti Patel, a Notary Public, personally appeared Kevin Walker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Joyti Patel (Seal)

#368





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