

1 UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF
2 FLORIDA MIAMI DIVISION

3
4 TMSTEVEN MACARTHUR-BROOKS©
5 ESTATE, TMSTEVEN MACARTHUR-
BROOKS© IRR TRUST

6 Plaintiff(s),

7 v.

8 ALEJANDRO MORENO, SHANNON
9 PETERSON, TERESA H. CAMPBELL,
10 SHIRLEY JACKSON, SHERYL
11 FLAUGHER, NATHAN SCHMIDT,
12 CAROLYN KISSICK, RYAN LITTLE,
13 SCOTT CARROLL, RUBIE DONAGHY,
14 SHEPPARD MULLIN RICHTER &
15 HAMPTON LLP, SAN DIEGO COUNTY
CREDIT UNION, SOUTH FLORIDA
AUTO RECOVERY, DOES 1-100
INCLUSIVE,

16 Defendant(s).

Case No. 1:24-cv-24273-RKA

Judge: Roy K. Altman

**ORDER GRANTING SUMMARY
JUDGMENT AS A MATTER OF LAW
and RETURN of TRUST PROPERTY**

17 **ORDER GRANTING SUMMARY JUDGEMENT**

18 THIS MATTER **THIS MATTER** is before the Court upon Plaintiffs' initial filing of a
19 VERIFIED COMPLAINT for (1) fraud, (2) breach of contract, (3) embezzlement, (4)
20 identity theft, (5) Monopolization of trade, (6) deprivation of rights, (7) receiving
21 extortion proceeds, (8) false pretenses, (9) extortion, (10) racketeering, (11) bank
22 fraud, (12) transportation of stolen property, money, & securities, (13) slander of
23 title, (14) replevin or compensation, (15) Declaratory Judgment & Relief, and (16)
24 Summary Judgment - \$2.975 BILLION," and Plaintiffs' 'VERIFIED DEMAND/
25 MOTION to expedite summary judgment, as a matter of law, without hearing,' and
26 their assertion and affirmation that Defendants undisputedly failed to provide the
27 required rebuttal(s) or evidence, or proof in response to the Plaintiffs' Conditional
28 Acceptance and Contract Offer. The Plaintiffs have provided indisputable evidence

1 that all administrative remedies have been exhausted, and Defendants' failure to
2 rebut the verified commercial affidavits and terms within the conditional
3 acceptance constitutes an agreement by default under applicable law and legal
4 maxims, including but not limited to the Uniform Commercial Code (U.C.C.) §§
5 1-103, 2-202, 2-204, and 2-206.

6 //

7 **WHEREAS**, the Plaintiffs have provided **indisputable evidence** of Defendants'
8 willful and intentional **dishonor**, (1) fraud, (2) breach of contract, (3) embezzlement,
9 (4) identity theft, (5) Monopolization of trade, (6) deprivation of rights, (7) receiving
10 extortion proceeds, (8) false pretenses, (9) extortion, (10) racketeering, (11) bank
11 fraud, (12) transportation of stolen property, money, & securities, (13) slander of
12 title, (14) non-response, and (15) failure to perform and/or satisfy the stipulated
13 facts and conditions as follows:

- 14 1. The **multiple unrebutted** verified commercial affidavits, which “incorporated
15 into the Conditional Acceptance, stand as truth in commerce pursuant to
16 established legal principles.
- 17 2. Defendants have failed to produce any proof to negate, alter, or rebut the
18 terms, as required under the Uniform Commercial Code (U.C.C.), contract
19 law principles, and governing legal maxims.
- 20 3. Plaintiffs' documentation, including Exhibits E, F, and H, remains unrebutted
21 and has been deemed accepted in fact and law under doctrines such as res
22 judicata and collateral estoppel.

23 //

24 **WHEREAS**, Plaintiffs asserts and the evidence affirms that their ‘Conditional
25 Acceptance’ and Contract Agreement, expressly stipulates that penalties of
26 \$1,000,000,000.00 per day were stipulated for non-performance by Defendant, and
27 is binding under contract law. This amount is added to the original said sum of
28 \$2,975,000,000.00, totaling \$13,975,000,000.00, as of November 26, 2024.

1 **WHEREAS**, under Federal Rule of Civil Procedure 56(a), there is no genuine
2 dispute as to any material fact, and Plaintiffs are entitled to judgment as a **matter of**
3 **law**, as the unrebutted verified commercial affidavits and/or self executing contract
4 security agreement(s) submitted by Plaintiffs stand as Truth in commerce in
5 accordance with the Law, and pursuant to established legal principles and legal
6 maxims, including but not limited to the following:

- 7 • **ALL ARE EQUAL UNDER THE LAW.** (God's Law - Moral and Natural
8 Law). Exodus 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40;
9 Luke 10:17; Col. 3:25. 'No one is above the law.'
- 10 • **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE**
11 **EXPRESSED.** (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). -- **Legal maxim:** 'To lie is
12 to go against the mind.'
- 13 • **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.** (Lev. 5:4-5;
14 Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5: 12).
- 15 • **IN COMMERCE TRUTH IS SOVEREIGN.** (Exodus 20:16; Ps. 117:2; John
16 8:32; II Cor. 13:8) Truth is sovereign -- and the Sovereign tells only the
17 truth
- 18 • **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN**
19 **COMMERCE.** (12 Pet. 1:25; Heb. 6:13-15). "He who does not deny,
20 admits."
- 21 • **HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.**
22 (Book of Job; Mat. 10:22) -- **Legal maxim:** 'He who does not repel a wrong
23 when he can occasions it.'
- 24 • **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN**
25 **COMMERCE.** (Heb. 6:16-17); '**There is nothing left to resolve.**'

26 **WHEREAS**, Plaintiffs asserts that doctrines of **res judicata**, **stare decisis**, and
27 **collateral estoppel** are applicable to the unrebutted commercial affidavits, thereby
28 establishing that **all matters have been resolved** and **cannot** be challenged further.

1 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

- 2 1. **Judgment is entered in favor of Plaintiffs™STEVEN MACARTHUR-**
3 **BROOKS© ESTATE and ™STEVEN MACARTHUR-BROOKS© IRR**
4 **TRUST.**
- 5 2. Defendants shall pay the sum of Thirteen Billion Nine Hundred Seventy-Five
6 Million and 00/100 U.S. Dollars (**\$13,975,000,000.00 USD**) to the Plaintiffs **OR**
7 immediately forfeit and/or turnover assets in the equivalent U.S. Dollar
8 value.
- 9 3. The Court recognizes that this judgment is based on Defendants' unrebutted
10 non-response to Plaintiffs' Administrative Procedure by way of three (3)
11 unrebutted Verified Commercial Affidavits and/or Self-Executing Contract
12 Agreements, and **Conditional Acceptance and Contract Offer**, constituting
13 agreement by acquiescence under applicable commercial law **principles.**
- 14 4. This judgment resolves all claims and liabilities asserted in this matter,
15 and the Plaintiffs may proceed with any enforcement measures as
16 necessary under law.

17 **ORDERED** that the Plaintiffs' (™STEVEN MACARTHUR-BROOKS©
18 ESTATE, ™STEVEN MACARTHUR-BROOKS© IRR TRUST') Verified
19 **Demand/Motion** to Expedite Summary Judgment, as a **matter of law**,
20 without hearing, is **GRANTED** in its entirety;

21 **IT IS FURTHER ORDERED** THAT Defendants immediately return
22 and turn over the private real property described as a 2018 GMC SIERRA
23 1500, with VIN # 3GTP1NEC0JG447243, or fully compensate Plaintiffs in the
24 said sum amount of One Million and 00/100 U.S. Dollars (\$1,000,000.00 USD).

25 **DONE AND ORDERED**, this 26th day of November 2024.

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27 _____
Hon. Roy K. Altman