

1 Steven MacArthur-Brooks, *sui juris*, *In Propria Persona*.

2 Kevin: Walker, *sui juris*, *In Propria Persona*.

3 C/o [REDACTED]

3 [REDACTED] Florida [REDACTED]

4 non-domestic *without* the United States

5 Email: steven@walkernovagroup.com

6 *Attorney(is) In Fact*, *Executor(s)*, *Trustee(s)*, *Authorized Representative(s)*, and *Secured Party(ies)* for Plaintiff(s)

7 <sup>TM</sup>STEVEN MACARTHUR-BROOKS© ESTATE,

8 <sup>TM</sup>STEVEN MACARTHUR-BROOKS© IRR TRUST.

9 UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF  
10 FLORIDA MIAMI DIVISION

10 <sup>TM</sup>STEVEN MACARTHUR-BROOKS©  
11 ESTATE, <sup>TM</sup>STEVEN MACARTHUR-  
12 BROOKS© IRR TRUST,

12 Plaintiff(s),

13 vs.

14 ALEJANDRO MORENO, SHANNON  
15 PETERSON, TERESA H. CAMPBELL,  
16 SHIRLEY JACKSON, SHERYL  
17 FLAUGHER, NATHAN SCHMIDT,  
18 CAROLYN KISSICK, RYAN LITTLE,  
19 SCOTT CARROLL, RUBIE  
20 DONAGHY, SHEPPARD MULLIN  
21 RICHTER & HAMPTON LLP, SAN  
22 DIEGO COUNTY CREDIT UNION,  
23 SOUTH FLORIDA AUTO RECOVERY,  
24 DOES 1-100 INCLUSIVE,

25 Defendant(s).

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

Judge: Roy K. Altman

**VERIFIED NOTICE OF DEFENDANTS' FAILURE TO REBUT OR PROVIDE EVIDENCE AND CONFIRMATION OF DISHONOR AND DEFAULT OF ALL DEFENDANTS.**

**NOTICE OF DEFENDANTS' FAILURE TO REBUT OR PROVIDE EVIDENCE AND CONFIRMATION OF DISHONOR AND DEFAULT OF ALL DEFENDANTS**

26 COMES NOW, Plaintiffs <sup>TM</sup>STEVEN MACARTHUR-BROOKS© ESTATE and  
27 <sup>TM</sup>STEVEN MACARTHUR-BROOKS© IRR TRUST (hereinafter "Plaintiffs"), by and  
28 through their Attorney(ies) In Fact, who exercise the authority granted by an

1 executed 'Affidavit of Powers of Attorney In Fact,' (Exhibit D). Plaintiffs,  
2 proceeding in accordance with their unalienable right to contract, as **secured** and  
3 **protected** by the Constitution of the United States of America, and in particular  
4 **Article I, Section 10** of the Constitution, which states: "No State shall... pass any  
5 **Law impairing the Obligation of Contracts.**"

6 **1. DEFENDANTS' ERRONEOUS FOCUS ON "PRO SE" IS IRRELEVANT**

7 Defendants' reliance on the "pro se" designation is a baseless mischaracterization.  
8 Plaintiffs are **trusts lawfully represented by their 'Attorney(ies) In Fact'** under the  
9 Constitution's protection of the right to contract. Plaintiffs proceed '**In Propria**  
10 **Persona,' 'Sui Juris,'** not 'pro se,' as clearly evidenced in the record.

11 Defendants' repeated reference to irrelevant case law and incorrect legal  
12 interpretations is an attempt to distract from their own failure to rebut or perform.

13 **2. DEFENDANTS HAVE FAILED TO REBUT OR PROVIDE EVIDENCE**

14 Defendants were required to rebut Plaintiffs' claims and Conditional Acceptance  
15 with specific, factual evidence and proof, as dictated by the principles of contract  
16 law and Uniform Commercial Code (U.C.C.) provisions:

- 17 • **U.C.C. § 1-103, 'Construction of Uniform Commercial Code to Promote its**  
18 **Purposes and Policies: Applicability of Supplemental Principles of Law':**  
19 Requires actions to conform to good faith and fundamental fairness, which  
20 Defendants have failed to demonstrate.
- 21 • **U.C.C. § 2-206, 'Offer and Acceptance in Formation of Contract':** A valid  
22 response or performance requires clear acceptance or adequate rebuttal,  
23 neither of which Defendants have provided.

24 Defendants' filing instead relied on mischaracterizations, general denials, and  
25 irrelevant citations, failing to directly address Plaintiffs' specific claims and terms.

26 **This failure to perform or provide any valid rebuttal or evidence serves as**  
27 **conclusive evidence of dishonor, establishing Defendants' continued dishonor**  
28 **and default** under the principles of contract law and legal maxims.

1 **3. DEFENDANTS’ CONTINUED DISHONOR AND DEFAULT**

2 As stated in Plaintiffs’ Conditional Acceptance, failure by Defendants to provide  
3 proper evidence or rebuttal constitutes **non-performance** under law, resulting in  
4 **default**. Defendants have tacitly agreed to the terms presented through:

- 5 • **Tacit Agreement and Tacit Procuration:** By failing to provide any valid  
6 rebuttal, Defendants have acquiesced to Plaintiffs’ terms as a matter of law.
- 7 • **Non-Performance:** Defendants’ failure to perform as required under U.C.C.  
8 provisions, contract law, and legal maxims solidifies their default.

9 Defendants’ continued dishonor and default justifies the enforcement of the terms  
10 stated in Plaintiffs’ Conditional Acceptance, including the agreed and stipulated  
11 judgement amount of \$13,975,000,000.00, as of November 26, 2024.

12 **4. DEFENDANTS’ PRESUMPTION OF **DISHONOR** UNDER U.C.C. § 3-505**  
13 **AND EVIDENCE PROVING DEFENDANTS’ DISHONOR**

14 The failure of Defendants to rebut or provide any valid evidence of their performance is  
15 further confirmed by the, ‘AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE,  
16 DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION”/Self-Executing Contract  
17 Security Agreement #RF204463888US’ (Exhibit E), which is **duly notarized** and complies  
18 with the requirements of U.C.C. § 3-505.

19 Under U.C.C. § 3-505, a document regular in form, such as the notarized Affidavit  
20 Certificate serves as evidence of dishonor and creates a presumption of dishonor.

21 **U.C.C. § 3-505. Evidence of Dishonor:**

22 (a) The following are admissible as evidence and create a presumption of dishonor  
23 and of any notice of dishonor stated:

24 (1) A document regular in form as provided in subsection (b) which purports to be a  
25 protest;

26 (2) A purported stamp or writing of the drawee, payor bank, or presenting bank on or  
27 accompanying the instrument stating that acceptance or payment has been refused  
28 unless reasons for the refusal are stated and the reasons are not consistent with

1 dishonor;

2 (3) A book or record of the drawee, payor bank, or collecting bank, kept in the usual  
3 course of business which shows dishonor, even if there is no evidence of who made  
4 the entry.

5 (b) A protest is a certificate of dishonor made by a United States consul or vice  
6 consul, or a notary public or other person authorized to administer oaths by the law  
7 of the place where dishonor occurs. It may be made upon information satisfactory to  
8 that person. The protest must identify the instrument and certify either that  
9 presentment has been made or, if not made, the reason why it was not made, and that  
10 the instrument has been dishonored by nonacceptance or nonpayment. The protest  
11 may also certify that notice of dishonor has been given to some or all parties.

12 The notarized 'AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE,  
13 DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION"/Self-Executing Contract  
14 Security Agreement #RF204463888US', complies with these requirements and serves as a  
15 formal protest and **evidence of dishonor** under U.C.C. § 3-505, as it clearly documents  
16 Defendants' refusal to respond or provide the necessary rebuttal to Plaintiffs' claims.

17 //

18 //

## 19 5. FINALITY OF FINDINGS

20 By receiving, considering, agreeing to, and failing to rebut any of the verified  
21 commercial affidavits submitted by Plaintiffs, Defendants have **explicitly barred**  
22 **themselves from raising any claims, defenses, or counterclaims that would**  
23 **attempt to controvert the stipulated facts.** Under the principles of commerce and  
24 legal maxims, an unrebutted affidavit becomes the judgement in commerce. As  
25 referenced in Hebrews 6:16-17, "For men verily swear by the greater: and an oath  
26 for confirmation is to them an end of all strife." Thus, the failure of Defendants to  
27 rebut the affidavits or raise any valid opposition means *there is nothing left to*  
28 *resolve.*



1 **6. PLAINTIFFS ARE ENTITLED TO SUMMARY JUDGMENT**

2 Due to overwhelming evidence of Defendants' continued dishonor, default, and  
3 failure to perform, and/or provide any relevant or substantive evidence, Plaintiffs  
4 hereby reaffirm their entitlement to summary judgment in the amount of  
5 \$13,975,000,000.00 as of November 26, 2024. Plaintiffs assert this entitlement as a  
6 **matter of law**, and respectfully request[demand] that the Court grant summary  
7 judgment without further delay or a hearing.

8 //

9 **WHEREFORE**, Plaintiffs respectfully request that this Honorable Court grant  
10 Plaintiffs' Motion for Summary Judgment without further delay, unless the Court  
11 intends to act contrary to established contract law, legal maxims, principles, and the  
12 Constitution.?

13 //

14 //

15 **COMMERCIAL OATH AND VERIFICATION:**

16 County of Riverside )  
17 ) Commercial Oath and Verification  
18 The State of California )

19 I, STEVEN MACARTHUR-BROOKS, under my unlimited liability and Commercial  
20 Oath proceeding in good faith being of sound mind states that the facts contained  
21 herein are true, correct, complete and not misleading to the best of Affiant's  
22 knowledge and belief under penalty of International Commercial Law and state  
23 this to be HIS Affidavit of Truth regarding same signed and sealed this 22ND day of  
24 NOVEMBER in the year of Our Lord two thousand and twenty four:

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

27 By:   
28 **Steven MacArthur-Brooks, Attorney In Fact, Secured Party,**  
*Executor, national, private bank(er) EIN # 9x-xxxxxxx*

**COMMERCIAL OATH AND VERIFICATION:**

1  
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 22ND day of NOVEMBER in the year  
10 of Our Lord two thousand and twenty four:

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

13 By: [REDACTED]  
14 *Kevin Walker, Attorney in Fact, Secured Party,*  
15 *Executor, national, private bank(er) EIN # 9x-xxxxxxx*

16 //

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

22 *Sui juris, By Special Limited Appearance,*  
23 By: [REDACTED]  
24 */ Corey Walker (WITNESS)*

25 *Sui juris, By Special Limited Appearance,*  
26 By: [REDACTED]  
27 */ Dolmabene Mortel (WITNESS)*

28 //

29 //

**PROOF OF SERVICE**

1 STATE OF CALIFORNIA )

2 ) ss.

3 COUNTY OF RIVERSIDE )

4 I competent, over the age of eighteen years, and not a party to the within  
5 action. My mailing address is the Koda’s World, 5476 North West 77th Court, suite  
6 # 613, Miami Lakes, California [33018]. On November 22, 2024, I served the within  
7 documents:  
8

9 **1. VERIFIED NOTICE OF DEFENDANTS’ FAILURE TO REBUT OR PROVIDE**  
10 **EVIDENCE AND CONFIRMATION OF DEFAULT.**

11 **By Electronic Service** on November 22, 2024. Based on a court order **or an**  
12 **agreement of the parties** to accept service by electronic transmission, I caused the  
13 documents to be sent to the ‘persons’ at the electronic notification addresses listed  
14 below.

15 Michael D. Starks  
16 C/o ANDREW KEMP-GERSTEL and LIEBLER, GONZALEZ,  
17 PORTUONDO.  
18 44 West Flagler Street  
19 Miami Florida, [33130]  
[mds2@lgplaw.com](mailto:mds2@lgplaw.com)  
[sck@lgplaw.com](mailto:sck@lgplaw.com)  
[service@lgplaw.com](mailto:service@lgplaw.com)  
[akg@lgplaw.com](mailto:akg@lgplaw.com)  
[mkv@lgplaw.com](mailto:mkv@lgplaw.com)

20 Shannon: Peterson, Alejandro: Moreno  
21 C/o SheppardMullin  
22 12275 El Camino Real, Suite 100  
23 San Diego, California [92130-4092]  
[spetersen@sheppardmullin.com](mailto:spetersen@sheppardmullin.com)  
[amoreno@sheppardmullin.com](mailto:amoreno@sheppardmullin.com)

24 Teresa H. Campbell, Shirley Jackson, Sheryl Flaughner  
25 SAN DEIGO COUNTY CREDIT UNION  
26 6545 Sequence Drive  
27 San Diego, California [92121]  
[spetersen@sheppardmullin.com](mailto:spetersen@sheppardmullin.com)

28 Edwyn: Martinez and Blake: Partridge  
C/o SOUTH FLORIDA AUTO RECOVERY CORP and SASTRE,  
SAAVEDRA & EPSTEIN, PLLC  
PO BOX 226185  
Miami, Florida [33222]

Registered Mail # [REDACTED] / Express Mail # [REDACTED]

[blake@sselegal.com](mailto:blake@sselegal.com)  
[natalie@sselegal.com](mailto:natalie@sselegal.com)  
[aaron@sselegal.com](mailto:aaron@sselegal.com)

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on November 22, 2024 at Riverside, California.

/s/Chris Yarbra/  
Chris Yarbra

**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.

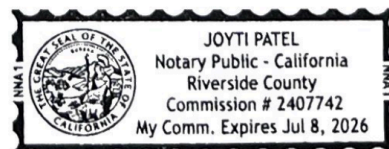
County of Riverside )

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 22nd day of November, 2024, before me, Joyti Patel, a Notary Public, personally appeared Kevin Walker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Joyti Patel (Seal)