

Express Mail # [REDACTED]



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

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

3 C/o [REDACTED]

4 [REDACTED] Florida [REDACTED]

5 non-domestic *without* the United States

6 Email: team@walkernovagroup.com

7 *Attorney(is) In Fact*, Executor](s), Trustee(s), Authorized

8 Representative(s), and Secured Party(ies) for Plaintiff(s)

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

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

11 UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF  
12 FLORIDA MIAMI DIVISION

13 <sup>TM</sup>STEVEN MACARTHUR-BROOKS©  
14 ESTATE, <sup>TM</sup>STEVEN MACARTHUR-  
15 BROOKS© IRR TRUST

16 Plaintiff(s),

17 vs.

18 ALEJANDRO MORENO, et al,

19 Defendant(s).

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

**VERIFIED STATEMENT OF  
MATERIAL FACT IN SUPPORT OF  
SUMMARY JUDGEMENT AS A  
MATTER OF LAW.**

20 **VERIFIED STATEMENT OF MATERIAL FACT IN SUPPORT OF**  
21 **SUMMARY JUDGEMENT.**

22 COMES NOW the Plaintiffs, <sup>TM</sup>STEVEN MACARTHUR-BROOKS© ESTATE and  
23 <sup>TM</sup>STEVEN MACARTHUR-BROOKS© IRR TRUST (hereinafter “Plaintiffs”), and  
24 respectfully submit this Verified Statement of Material Facts in compliance with the  
25 standards for summary judgment motions and pursuant to Federal Rule of Civil  
26 Procedure 56(a). Plaintiffs demonstrate that all claims, statements, and facts  
27 stipulated in this matter are affirmed and supported by **three (3) unrebutted**  
28 **verified commercial affidavits**, which also operate as self-executing Contract  
Security Agreements (Exhibits E, F, and H) and were submitted with the initial  
Verified Complaint. These three (3) unrebutted verified commercial affidavits  
conclusively establish Plaintiffs’ entitlement to judgment as **a matter of law**.



## I. Unrebutted Affidavits Establish Truth in Commerce

### 1. Submission of Verified Affidavits with Complaint:

Plaintiffs' Verified Complaint was filed with three (3) unrebutted verified commercial affidavits, which are also self-executing Contract Security Agreements, affirming all claims, statements, and facts material to this matter. These three (3) unrebutted verified commercial affidavits (Exhibits E, F, and H) stand as **Truth** in commerce in accordance with legal maxims and principles.

### 2. No Rebuttal by Defendants:

As evidenced by the record, Defendants have failed to rebut the verified commercial affidavits submitted with the Verified Complaint, thereby **admitting to all claims, statements, and facts** pursuant to the maxim, "*He who does not deny, admits.*"

### 3. Material Facts Established by Silence:

Under the Uniform Commercial Code (U.C.C.), legal maxims, and governing legal principles, Defendants' silence constitutes silent acquiescence, tacit agreement, and tacit procurement, affirming the validity of all claims set forth in the Verified Complaint and supporting affidavits.

### 4. Defendants are **Barred** from Contesting Findings:

As considered, agreed, and stipulated by Defendant(s) in the unrebutted affidavits (Exhibits E, F, and H), Defendants may not argue, controvert, or otherwise protest the finality of the administrative findings established through the unrebutted affidavits. As per established legal principles and legal maxims, once an affidavit is submitted and not rebutted, its content is accepted as true, and Defendants are barred from contesting these findings in subsequent processes, whether administrative or judicial.

### 5. Stare Decisis and Binding Precedent:

The principle of *stare decisis* supports the binding nature of the unrebutted



1 verified affidavits. Judicial and administrative precedent confirms that  
2 unrebutted verified affidavits constitute conclusive evidence and proof of the  
3 **facts** they affirm. This principle ensures finality and consistency in  
4 adjudication, preventing Defendants from raising disputes that have been  
5 undisputedly and conclusively resolved by Defendants' failure to respond.

## 6 **II. Legal Principles Supporting Plaintiffs' Entitlement to Judgment**

### 7 **5. Unrebutted Verified Affidavits as Binding Truth:**

8 The unrebutted verified commercial affidavits, submitted as part of the  
9 Verified Complaint, affirm all claims and facts, establishing them as binding  
10 truth under the legal maxim: "*An unrebutted affidavit stands as truth in*  
11 *commerce.*"

### 12 **6. Res Judicata and Collateral Estoppel:**

13 Plaintiffs assert that the doctrines of **res judicata** and **collateral estoppel** **bar**  
14 Defendants from disputing any matter affirmed in the unrebutted affidavits.  
15 The absence of rebuttal resolves **all** factual and legal disputes conclusively.

### 16 **7. No Genuine Dispute of Material Fact:**

17 Defendants' failure to rebut the Verified Complaint and unrebutted affidavits  
18 filed as exhibits, leaves no genuine dispute of material fact. All of Plaintiffs'  
19 claims, as considered and stipulated in the affidavits, are uncontroverted and  
20 deemed admitted pursuant to the maxim, "*He who does not deny, admits.*"

### 21 **8. Finality of Findings:**

22 By receiving, considering, agreeing to, and failing to rebut the any the  
23 verified commercial affidavits, Defendants have explicitly **barred themselves**  
24 from raising any claims, defenses, or counterclaims that would attempt to  
25 controvert the stipulated facts. – **AN UNREBUTTED AFFIDAVIT**  
26 **BECOMES THE JUDGEMENT IN COMMERCE.** (Heb. 6:16-17); **'There is**  
27 **nothing left to resolve.'**

## 28 **III. Binding Nature of the Record**



1 **9. Unrebutted Verified Commercial Affidavits Incorporated by Reference:**

2 The Verified Complaint incorporates by reference the three (3) verified  
3 commercial affidavits affirming all stipulated and material facts, including  
4 the Defendants' dishonor, breach of contract, fraud, embezzlement, and other  
5 enumerated wrongs.

6 **10. Compliance with U.C.C. and Contract Law Principles:**

7 The unrebutted verified affidavits affirm Defendants' contractual obligations,  
8 stipulating the considered and agreed judgement amount, penalties, and  
9 remedies. The unrebutted status of these verified commercial affidavits  
10 confirms Defendants' dishonor, non-performance, and liability.

11 **11. Unrebutted Affidavits as Judgment in Commerce:**

12 Pursuant to the legal maxim "*An unrebutted affidavit becomes the judgment in*  
13 *commerce,*" Plaintiffs are entitled to the considered and agreed upon lien and  
14 judgment, as **a matter of law**, without further delay or evidentiary  
15 proceedings.

16 **12. Res judicata, Stare decisis, and Collateral estoppel:**

17 Plaintiffs' unrebutted affidavits and all statements, claims, and facts stated  
18 within them have been deemed received, considered, and accepted in fact and  
19 law under doctrines such as **res judicata, stare decisis, and collateral**  
20 **estoppel.**

21 **IV. Plaintiffs' Entitlement to Relief as 'a Matter of Law'**

22 **12. Summary Judgment Supported by Record:**

23 Plaintiffs have met their burden under Federal Rule of Civil Procedure 56(a),  
24 as the Verified Complaint and three (3) unrebutted affidavits affirm that there  
25 is **no genuine dispute as to any material fact.**

26 **13. Relief Sought is Properly Stated:**

27 Plaintiffs' unrebutted verified affidavits affirm their claims and entitlement  
28 to monetary damages and specific performance. Defendants' failure to rebut



1 these verified commercial affidavits constitutes unequivocal **full admission**  
2 of Plaintiffs' entitlement and right to **all requested relief**.

3 **V. Conclusion**

4 Plaintiffs respectfully assert and affirm that the three (3) unrebutted verified  
5 commercial affidavits filed with the Verified Complaint, which also operate as self-  
6 executing Contract Security Agreements, undisputedly and conclusively establish,  
7 evidence, and substantiate all of Plaintiffs' claims, statements, and **facts** in this  
8 matter. The Defendants' stipulations in the unrebutted verified commercial  
9 affidavits further **bar** Defendants from contesting the finality of these  
10 administrative findings. **No genuine dispute of material fact exists**, and Plaintiffs  
11 are entitled to summary judgment, in the said sum of **\$13,975,000,000.00 a matter of**  
12 **law**, as of November 26, 2024 with a penalty of \$1,000,000,000.00 additional per day,  
13 as stipulated by Defendants in the Plaintiffs' 'VERIFIED CONDITIONAL  
14 ACCEPTANCE AND DEMAND/MOTION TO COMPEL SUMMARY  
15 JUDGEMENT AS A MATTER OF LAW, WITHOUT HEARING': a binding contract.

16 //

17 **WHEREFORE**, Plaintiffs respectfully request that this Honorable Court grant the  
18 Plaintiffs' Motion for Summary Judgement as **a matter of law** without hearing,  
19 unless the Court intends to act contrary to **contract law, legal maxims, principles,**  
20 the Uniform Commercial Code (U.C.C.), and the **Constitution.?**

21 //

22 **COMMERCIAL OATH AND VERIFICATION:**

23 County of Riverside )  
24 ) Commercial Oath and Verification  
25 The State of California )

26 I, STEVEN MACARTHUR-BROOKS, under my unlimited liability and Commercial  
27 Oath proceeding in good faith being of sound mind states that the facts contained  
28 herein are true, correct, complete and not misleading to the best of Affiant's

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1 knowledge and belief under penalty of International Commercial Law and state  
2 this to be HIS Affidavit of Truth regarding same signed and sealed this 20TH day of  
3 NOVEMBER in the year of Our Lord two thousand and twenty four:

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

6 By: \_\_\_\_\_  
7 **Steven MacArthur-Brooks**, *Attorney In Fact, Secured Party,*  
8 *Executor, national, private bank(er) EIN # 9x-xxxxxxx*

9 **COMMERCIAL OATH AND VERIFICATION:**

9 County of Riverside )  
10 ) Commercial Oath and Verification  
11 The State of California )

12 I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding  
13 in good faith being of sound mind states that the facts contained herein are true,  
14 correct, complete and not misleading to the best of Affiant's knowledge and belief  
15 under penalty of International Commercial Law and state this to be HIS Affidavit of  
16 Truth regarding same signed and sealed this 20TH day of NOVEMBER in the year  
17 of Our Lord two thousand and twenty four:

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

20 By: \_\_\_\_\_  
21 **Kevin Walker**, *Attorney In Fact, Secured Party,*  
22 *Executor, national, private bank(er) EIN # 9x-xxxxxxx*

22 //  
23 //  
24 //  
25 //

26 Let this document stand as truth before the Almighty Supreme Creator and let it be  
27 established before men according as the scriptures saith: "But if they will not listen,  
28 take one or two others along, so that every matter may be established by the testimony of two

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1 or three witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every  
2 word be established" 2 Corinthians 13:1.

3 *Sui juris, By Special Limited Appearance,*

4 By: \_\_\_\_\_



Corey Walker (WITNESS)

6 *Sui juris, By Special Limited Appearance,*

7 By: \_\_\_\_\_



Donnabene Mortel (WITNESS)

9 //

10 //

11 //

12 **PROOF OF SERVICE**

13 STATE OF CALIFORNIA )

14 ) ss.

15 COUNTY OF RIVERSIDE )

16 I competent, over the age of eighteen years, and not a party to the within  
17 action. My mailing address is the Koda's World, 5476 North West 77th Court, suite  
18 # 613, Miami Lakes, California [33018]. On November 20, 2024, I served the within  
19 documents:

- 20 1. **VERIFIED STATEMENT OF MATERIAL FACT IN SUPPORT OF**  
21 **SUMMARY JUDGEMENT AS A MATTER OF LAW**

22 **By Electronic Service** on November 21, 2024. Based on a court order or an  
23 **agreement of the parties** to accept service by electronic transmission, I caused the  
24 documents to be sent to the persons at the electronic notification addresses listed  
25 below.

26 Michael D. Starks  
27 C/o ANDREW KEMP-GERSTEL and LIEBLER, GONZALEZ,  
28 PORTUONDO.  
44 West Flagler Street  
Miami Florida, [33130]  
[mds2@lgplaw.com](mailto:mds2@lgplaw.com)

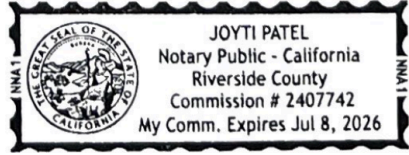
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1 her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
2 instrument the person(s), or the entity upon behalf of which the person(s) acted,  
3 executed the instrument.

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

6  
7 WITNESS my hand and official seal.



8  
9 Signature Joyti Patel (Seal)

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