

RESPONSE COVER SHEET

Cause No. 25-208-DCCV-27862

IN THE 132ND JUDICIAL DISTRICT COURT, SCURRY COUNTY, TEXAS

DATE: *December 12, 2025*

LANE LEE BOWERS

VS.

ZACHORY TYLER CARTER, ET AL.

FILED BY: *Lucez PaxaDeum*[®], TRUSTEE for (SBIT)

**OPPOSITION TO RULE 91a MOTION TO DISMISS
AND NOTICE OF INVOICE AND JOINDER LIABILITY OF RESPONDENT'S COUNSEL**

INCLUDES THE FOLLOWING EXHIBITS:

- **EXHIBIT A** – “The Courts Are the People’s Venue”
- **EXHIBIT B** – “Judges Perform Ministerial Duties as Administrative Agents”
- **EXHIBIT C** – Motion to Recognize and Enforce Perfected Administrative Default Judgment
- **EXHIBIT D** – Brief in Support of Motion to Recognize and Enforce Perfected Administrative Default Judgment
- **EXHIBIT E** – Direct Letter to Attorney **Aaron Matthew Wilkerson**
- **EXHIBIT F** – Invoice to Attorney **Aaron Matthew Wilkerson**
- **EXHIBIT G** – *December 3, 2025* – SRIT Receivables Ledger
- **EXHIBIT H** – Treatise on the Good-Faith Olive Branches Offered by Claimant and the Willful Dishonor of All Named Obligor.


NOTICE TO THE COURT AND COUNSEL:

This filing is tendered in lawful **opposition to Respondents’ improper and untimely** attempt to dismiss a perfected administrative record. All supporting documentation relevant to the Respondents’ Motion to Dismiss has been on the court record since **May 16, 2025**, including the Lawful and constitutional due process presentments that were served, ignored, and never rebutted. The administrative process reached full perfection on **February 14, 2025**, and stands unrebutted as a matter of fact and law.

Accordingly, the Respondents’ **Motion to Dismiss is frivolous on its face**, as the time for any challenge, rebuttal, or denial of the Trust’s perfected claim has expired entirely. **The matter is res judicata**, and this filing is tendered in fulfillment of due process and to support the Court’s **ministerial duty to recognize and enforce** the perfected record *in accordance with law*, without discretion or delay.

In furtherance of transparency and the public interest, *certified copies of this filing*—along with a full archive of relevant exhibits—have been tendered to the *Honorable Attorney General of Texas*, **Warren Kenneth Paxton Jr.**, Certified Mail No.: **9589 0710 5270 2118 2204 83** and the *Honorable United States Attorney General*, **Pamela Bondi**, Certified Mail No.: **9589 0710 5270 2397 4199 67** as formal witnesses to the perfected administrative process and unrebutted record now before this Court. Said action is not for oversight, but for lawful notice of potential systemic impropriety should this Court fail to adjudicate in accordance with ministerial duty and the law.

Respectfully tendered, this 12TH DAY OF DECEMBER 2025


Lucez PaxaDeum[®], formerly styled as Lane Lee Bowers,
TRUSTEE, Sojourn Bequest Irrevocable Trust (SBIT)
For Sundual Reparations Irrevocable Trust (SRIT)

L.S.

in propria persona, sui juris, nunc pro tunc, ab initio, All rights Are Reserved – Without Prejudice

**OPPOSITION TO RULE 91A MOTION TO DISMISS AND NOTICE OF
INVOICE AND JOINDER LIABILITY OF RESPONDENT'S COUNSEL**

Cause No. 25-208-DCCV-27862

IN THE 132ND JUDICIAL DISTRICT COURT, SCURRY COUNTY, TEXAS

LANE LEE BOWERS

VS.

ZACHORY TYLER CARTER, ET AL.



**OPPOSITION TO RULE 91A MOTION TO DISMISS AND NOTICE OF
INVOICE AND JOINDER LIABILITY OF RESPONDENT'S COUNSEL**

TO THE HONORABLE COURT:

COMES NOW the undersigned Trustee, *Lucez PaxaDeum*®, acting solely in a fiduciary capacity on behalf of Sojourn Bequest Irrevocable Trust (SBIT), the holder of legal title to the perfected commercial obligation in this cause, and not in any private or individual capacity, to respectfully tender this **OPPOSITION** to the Rule 91a Motion to Dismiss filed post-default, and to place on the formal record the **NOTICE OF INVOICE AND JOINDER LIABILITY** applicable to **Aaron Matthew Wilkerson**, Attorney for one or more Respondents.

CLARIFICATION OF REAL PARTY IN INTEREST

On **June 24, 2025**, a duly executed **TRUSTEE Appointment Instrument** was filed into the record of this **Cause No. 25-208-DCCV-27862**, lawfully appointing Sojourn Bequest Irrevocable Trust (SBIT), by and through its bonded **TRUSTEE, Lane Lee Bowers**, as the sole real party in interest and lawful counterclaimant to the perfected administrative record. This appointment is *nunc pro tunc* to **May 24, 2025**, and governs all fiduciary rights and duties arising under this cause. The caption and all party references moving forward should reflect this fact to preserve the *lawful record* and *ensure clarity for judicial notice*.

NOTICE OF CIVIL AND CRIMINAL LIABILITY OF NAMED PUBLIC OFFICERS

This cause arises from a continuum of unlawful conduct involving **multiple actors** across *municipal* and *county government*. It begins with **CITY OF SNYDER, INC. peace officers** who engaged in unconstitutional takings—*direct violations of Texas statutes*—constituting acts of **grand larceny**. **Other officers** stood by in silent complicity. The **Chief of Police**, accountable for oversight, took no corrective action. A **police sergeant** filed a complaint *under penalty of perjury* as a third-party hearsay witness—**an act of perjury of oath and office**. The **Municipal Court, Deputy Secretary, and City Secretary** participated in bulldozing prosecutions while ignoring the **COUNTERCLAIM**. The **City Manager** and sitting **Council Members** failed to uphold the People's trust, and the **Mayor**—obligated as the *highest elected official*—**permitted** all of this to occur. At the county level, the **Clerk, Judge,**

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and **District Attorney refused** to record a perfected *Affidavit of Obligation / Claim of Lien*, violating public record laws. Now, **Respondent's counsel**, having *misidentified the real party in interest*, has moved to dismiss the Cause through a *procedurally defective* and **facially frivolous Motion**—while *joining himself to the unrebutted perfected claim*, further compounding the procedural and ethical failures already in evidence.

Each named party has **incurred personal and professional liability** by their own conscious choice and continued silence. That liability arises from deliberate action taken in contravention of controlling law, despite having received multiple formal notices and being **afforded ample opportunity to cure their misconduct**. These individuals were explicitly addressed in *their official capacities as fiduciaries, trustees, and public servants* of the **PUBLIC TRUST**, each bearing a duty to act honorably, lawfully, and responsively when properly noticed.

Both collectively and Individually their failure to do so is not excusable. It is actionable.

I. PARTIES AND PROCEDURAL POSTURE

SBIT is the Counterclaimant and *real party in interest*, by lawful assignment from Sundual Reparations Irrevocable Trust (SRIT), the originating beneficial claimant. All actions, filings, and presentments by the undersigned are executed strictly in fiduciary capacity as TRUSTEE of **SBIT**.

The perfected administrative record—based on unrebutted notices, affidavits, ledgered obligations, and documented opportunities to cure—was concluded by *legal default perfected as of February 14, 2025*, and stands **unreversed and unrebutted** to date.

II. MOTION TO DISMISS IS PROCEDURALLY DEFECTIVE AND LEGALLY NULL

Respondents' **Motion to Dismiss** under **Tex. R. Civ. P. 91a** is *procedurally void and legally null* for the following reasons:

1. The Motion improperly addresses the **TRUSTEE** in personal capacity, rather than the trust estate (**SBIT**), which is the *real party in interest* pursuant to **Fed. R. Civ. P. 17(a)** and **Restatement (Third) of Trusts § 107**.
2. The Motion was filed after administrative default had already occurred by operation of law. A post-default filing cannot reverse, or nullify a perfected commercial claim, *res judicata*.
3. The Motion fails to rebut the perfected administrative record and includes **no verified denial**, creating no legitimate controversy or material issue of fact.
4. **Tex. R. Civ. P. 91a** is only applicable where there is no basis in law or fact. The record here is fully supported by notarized affidavits, certified notices, ledgered obligations, and multiple unrebutted presentments—*each judicially recognizable* under TRCP 239–241 and F.R.E. 201.

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III. JOINDER BY CONDUCT AND TACIT ACCEPTANCE

The COUNTERCLAIM dated: **September 27, 2024**, **NOTICE** of COUNTERCLAIM ~ Citation #E020937 ~ **An Averment of Lawful Principle**, explicitly states the following on page 2 of said presentment:

"Other parties regarding this NOTICE:

Be it known, ANY response to this **Administrative Process**, hereinafter, **NOTICE** on behalf of any of the **Offenders**, admittedly and voluntarily assents by agreement, in so doing agrees to become a DOE 1, et al, a **co-conspirator** to this **NOTICE**, liable personally and professionally to and for the stipulations, provisions, terms and consequences as a result of their own volition, also obligated to the performance according to this **NOTICE** and shall be served."

Attorney **Aaron Matthew Wilkerson**, by filing on behalf of a defaulted party after perfection, has now joined the perfected record and is personally and professionally liable under its terms, by his own voluntary act.

By tendering a Motion to Dismiss on behalf of 'ZACHORY TYLER CARTER, ET AL.,' Attorney **Aaron Matthew Wilkerson** has voluntarily and affirmatively asserted legal representation over all obligors identified in the perfected claim ledger, thereby entering the perfected record **as a joined party by operation of law**. This joinder constitutes not only procedural agency, but a conscious and voluntary assumption of all obligations and liabilities associated with the perfected administrative record. Under binding principles of joinder, estoppel, and post-default acceptance, **Mr. Wilkerson** is now **personally and professionally liable** for the **entire Sum Certain** identified in the un rebutted ledgered obligations issued by SBIT, inclusive of all previous named parties on this Courts record.

As no party, including **Mr. Wilkerson**, has filed a lawful rebuttal, withdrawal, or verified denial of the perfected claims, this liability is now enforceable as a matter of law. The joinder was entered post-default and is irrevocable under the express terms of the administrative record dated **September 27, 2024**.

IV. NOTICE OF FORMAL INVOICE AND LIABILITY

On this date, the TRUSTEE has executed a lawful **Invoice and Presentment of Obligation** addressed to Attorney **Aaron Matthew Wilkerson**, identifying him as joined to the perfected obligation. Said Invoice is accompanied by a **Direct Letter of Notice**, which outlines:

- *His procedural error in addressing the wrong party;*
- *The finality of the perfected administrative claim;*
- *His tacit joinder via post-default filing; and*
- *Demand for full payment equal to the obligation owed by his clients, now binding upon him.*

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The presentments were deposited with USPS, via **Certified Mail No. 9589 0710 5270 2397 4199 74** on or about **December 16, 2025**, as shown in **EXHIBITS E** and **F** which are now part of the court record in support of enforcement.

Moreover, the Supreme Court of the United States has affirmed that **lien-based actions affecting property or obligations do not require prior judicial intervention to be valid**. In *Sniadach v. Family Finance Corp.*, 395 U.S. 337, 349 (1969), the Court acknowledged:

"The ability to place a lien upon a man's property, such as to temporarily deprive him of its beneficial use, without any judicial determination of probable cause, dates back not only to medieval England but also to Roman times."

This directly supports the Counterclaimant's position that a properly noticed and perfected claim of obligation, such as the administrative process completed on **February 14, 2025**, is legally sufficient to stand on its own merit. *The Respondents' attempt to sidestep this process by invoking Rule 91a fails to address this longstanding legal principle and binding precedent.*

V. THE COURT'S MINISTERIAL DUTY IN CAUSE NO. 25-208-DCCV-27862

The Court is bound under **Tex. R. Civ. P. 239–241** to acknowledge perfected default when **no responsive pleading or denial was made within the required time**. Such defaults are final by operation of law, with no judicial discretion. Wherein this cause being on the court record since **May 16, 2025**, rendering **SBIT's** claim conclusively **perfected both administratively and judicially**.

"Judges have no more power to disregard binding default procedure than a clerk has to decline to file a document properly submitted."
— *Carmine v. Bowen*, 64 S.W. 285 (Tex. 1901)

"A court has no authority to reverse a perfected claim unless supported by specific rebuttal, properly verified, and timely filed."
— *Marbury v. Madison*, 5 U.S. 137 (1803); *Ex parte Young*, 209 U.S. 123 (1908)

VI. EXPECTED JUDICIAL RELIEF

WHEREFORE, the **TRUSTEE** respectfully demands *this Court Act Honorably* in accordance with its ministerial obligations and enter the appropriate relief as follows:

1. That the *Rule 91a Motion to Dismiss* be **DENIED** in its entirety;
2. That the perfected administrative record be **recognized as final and enforceable**;
3. That the Court take **judicial notice** of Invoice and Letter to Attorney Wilkerson upon their filing; and
4. That **the Court** proceed in compliance with its **ministerial duties** under Texas law to acknowledge default and honor perfected administrative obligations by adjudicative enforcement.

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VI-A. NOTICE: CONSTITUTIONAL AND CONTRACTUAL VIOLATION UPON JUDICIAL INTERFERENCE

Counterclaimant places this Court on express and lawful **NOTICE** that the perfected administrative record entered **September 27, 2024**, titled **NOTICE** of COUNTERCLAIM ~ Citation #E020937 ~ **An Averment of Lawful Principle**, constitutes a *contractual obligation between the parties*, lawfully perfected under unrebutted affidavit, presentment, and notice, and entered into the **public record** as of **May 16, 2025**, in **this Cause of action No. 25-208-DCCV-27862**.

Under **Article I, Section 10, Clause 1 of the United States Constitution**, no court or public actor may impair the obligation of contract. Further, any interference, suppression, or refusal to recognize the perfected claim constitutes a **violation of procedural due process** under the **Fifth and Fourteenth Amendments**, and exceeds the authority of this Courts fiduciary, ministerial administrative duty and function under the APA.

“The obligation of a contract is the law which binds the parties to perform their agreement.”

— *Ogden v. Saunders*, 25 U.S. (12 Wheat.) 213 (1827)

“**Le contrat fait la loi.**” – *The contract makes the law.*

Each named respondent stands under contract by virtue of accepting office through *oath, bond, and the administrative procedures* that establish fiduciary obligations. Their roles are not voluntary civic engagements but lawful contracts enforceable against them. Their failure to uphold the constitutional rights of the constituency and their refusal to cure after multiple notices **constitutes a breach of contract**. As such, they are lawfully held to account.

Any attempt by this tribunal or any officer of this Court to **invalidate, tamper with, disregard, or reverse** the unrebutted perfected record, without lawful cause and verified rebuttal, is a direct violation of these binding constitutional protections and constitutes actionable obstruction.

The Court is therefore bound by its **ministerial administrative duty and function**, as previously outlined, and must take notice of the perfected commercial record *without further delay, interference, or denial*.

VII. SUPPORTING NOTICE OF JUDICIAL OBLIGATION TO ACT ON PERFECTED RECORD

Counterclaimant hereby tenders into the record the treatise authored and published by the undersigned, entitled “*The Courts Are the People’s Venue*”, not as a pleading, claim, or evidentiary tender of fact, but solely as doctrinal and legal support material. This treatise affirms the long-standing legal principle that judicial officers serve in a fiduciary capacity and are bound by ministerial duty to act upon properly perfected, unrebutted administrative filings.

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Pursuant to Texas Rules of Evidence 201, Counterclaimant respectfully tenders this material for judicial notice, in support of the demand that this Court acknowledge the finality and enforceability of the perfected commercial and affidavit-based record now before it. The treatise is attached as **EXHIBIT A – D Judicial Notice Reference** and is incorporated solely for the purpose of clarifying the Court's fiduciary, ministerial, and procedural obligations under binding law and constitutional provisions.

DEMAND FOR JUDICIAL NOTICE REFERENCE AS FOLLOWS:

- All unrebutted administrative presentments;
- Perfected administrative default judgment (**February 14, 2025**);
- Affidavits, ledgers, notices, and proofs of service;
- Trustee status and Sojourn Bequest Irrevocable Trust (SBIT)'s standing as **real party in interest**;
- **EXHIBIT A – *The Courts Are the People's Venue***, which sets forth the constitutional, fiduciary, and ministerial framework binding upon this Court and its officers;
- **EXHIBIT B – *Judges Perform Ministerial Duties as Administrative Agents***, which *sets forth binding Supreme Court precedent* and *statutory* authority establishing that judges, when performing non-discretionary duties such as filing, docketing, or enforcement of perfected records, act in a purely administrative capacity. In such instances, they are *not protected by judicial immunity*. This exhibit affirms that failure to perform these duties constitutes a **breach of legal obligation**, actionable under federal civil rights law, and enforceable pursuant to *Forrester v. White, Ex parte Virginia*, and the **Administrative Procedure Act (APA)**;
- **EXHIBIT C – *Motion to Recognize and Enforce Perfected Administrative Default Judgment***, This filing, entered concurrently with this Opposition, sets forth the full administrative record of lawful presentment, unrebutted affidavit-based declarations, proper service, opportunity to cure, and resulting perfected default judgment entered by operation of law on **February 14, 2025**. This motion constitutes the formal demand for judicial recognition and enforcement of a matured, uncontested obligation, supported by ledgers and affidavits on file. It stands as a lawful and complete presentment requiring the Court's non-discretionary, ministerial action. Failure to enforce such a perfected record would constitute a breach of duty and a violation of due process and equal protection guarantees. This exhibit is incorporated herein by reference for judicial notice and stands as a binding instrument of record.
- **EXHIBIT D – *Brief in Support of Motion to Recognize and Enforce Perfected Administrative Default Judgment***, which sets forth the full administrative record, unrebutted affidavit-based claims, the perfected default process, and the legal foundation for mandatory judicial enforcement under Texas procedural rules and constitutional authority;
- **EXHIBIT E – *Direct Letter to Attorney Aaron Wilkerson***, which places counsel on official notice of the perfected obligation, his procedural error in addressing the Trustee rather than the Trust, and the consequences of unauthorized intervention under color of law;
- **EXHIBIT F – *Invoice to Aaron Wilkerson***, constituting formal presentment of the full ledged obligation to which counsel is now bound by voluntary joinder, arising from his post-default filing on behalf of all respondents without lawful rebuttal.
- **EXHIBIT G – *December 3, 2025 – SRIT Receivables Ledger***, A current and accurate financial ledger of all perfected obligations and defaulted parties, as recognized in the administrative process. This exhibit confirms the up-to-date status of all accounts receivable as held by the Sojourn Bequest Irrevocable Trust (SBIT), already on the record and incorporated for judicial clarity.
- **EXHIBIT H – *Treatise on the Good-Faith Olive Branches Offered by Claimant and the Willful Dishonor of All Named Obligors***, A detailed *summary* and *evidentiary narrative* documenting the multiple, good-faith opportunities extended to respondents and named obligors to resolve their obligations through conditional settlement. This exhibit establishes that each offer was *intentionally declined or dishonored*, **reinforcing the validity of the perfected administrative defaults** and *exposing the pattern of bad faith by public actors*.

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Counterclaimant reserves all rights and reiterates that the Court, in its ministerial capacity, is under binding duty to enforce the perfected and un rebutted administrative record in accordance with law.

"We are addressing the Law — not presumption, not 'legal' theory, and certainly not an attorney's procedural inventions — but the actual Law, as grounded in the secure and guaranteed protections afforded to the American People and their Posterity by the Constitution and the Bill of Rights.

Any action by this Court other than affirmative adjudication and enforcement of the perfected administrative procedure constitutes a blatant violation of due process, equal protection of the laws, and a breach of the oath of every officer of this Court.

*This matter stands as a fully perfected and un rebutted record, operating as **Res Judicata** by law.*

Should this Court elect to dismiss or disregard the perfected and un rebutted administrative record, such action would be taken ultra vires—without clean hands, absent jurisdictional authority, and in violation of constitutional guarantees and fiduciary duty. In doing so, the Court would render itself complicit in the underlying offenses and expose itself and its officers to legal and professional liability as co-obligors to the perfected claim, all of which now stands un rebutted on the public record."

Juramentum est indivisibile, et non est admittendum in parte verum et in parte falsam.

"An oath is indivisible, it cannot be in part true and in part false."

Executed outside the United States and without the United States jurisdiction, in accord with 28 U.S.C. § 1746, under penalty of perjury, the undersigned declares that the foregoing is true and correct, based upon first-hand knowledge, supported by the un rebutted administrative record, and tendered without waiver of rights or submission to foreign statutory jurisdiction.

Executed this 11TH DAY OF DECEMBER 2025, in lawful fiduciary capacity only, outside the jurisdiction of the United States.

Respectfully Tendered,

By: 



L.S.

Lucez PaxaDeum®, TRUSTEE,

For Counterclaimant **Sojourn Bequest Irrevocable Trust (SBIT)**
Fiduciary & TRUSTEE for Sundual Reparations Irrevocable Trust (SRIT)

CC:

Honorable Attorney General of Texas, **Warren Kenneth Paxton Jr.**,
Certified Mail No.: **9589 0710 5270 2118 2204 83**

Honorable United States Attorney General, **Pamela Bondi**,
Certified Mail No.: **9589 0710 5270 2397 4199 67**

EXHIBIT A

 TREATISE: THE COURTS ARE The People's VENUE

I. The People ARE THE SOURCE OF ALL LAWFUL AUTHORITY

Be it Known of All Men, Held and Established for and ON THIS OPEN RECORD the following:

That in all matters of *jurisdiction, venue, and public office, sovereignty resides in The People*, from whom all lawful power derives. The **Constitution** of these *united States of America* — along with each State's Republican form of government and Constitution therein — **acknowledges this truth as bedrock principle**.

“We The People... do ordain and establish this Constitution...”

— Preamble to the Constitution for the united States of America, circa: 1787

The courts do not have discretion to create their own authority.

The courts receive *delegated jurisdiction from The People's charter — State Constitution* — which empowers the court **ONLY** to *Execute Public Justice on Behalf of The People*.

II. THE COURTHOUSE IS PUBLIC PROPERTY; ITS OFFICERS ARE PUBLIC SERVANTS

The building in which the court sits was:

- **Funded by The People,**
- **Erected for The People,**
- **Maintained by The People taxes, and;**
- **Exists Solely for the dispensation of remedy and administration of justice for The People.**

Those who occupy positions within it — whether:

- ❖ *Clerk,*
- ❖ *Judge,*
- ❖ *Administrator,*
- ❖ *Bailiff,*
- ❖ *Or attorney,*

... are not owners, but *Fiduciaries — Trustees* to the *Public Trust* — *bound by their own words* by way of their **voluntary oaths**, obligating themselves to *perform their administrative, and ministerial duty without prejudice, denial, delay, or obstruction*.

III. ALL COURT OFFICERS ARE FIDUCIARIES — NOT RULERS

Every **Individual** acting in or on behalf of the judiciary holds office only under:

- *A public oath,*
- *A public bond,*
- *And a ministerial obligation to uphold The People's law, NOT personal, nor corporate policy.*

Authored, Executed, and Issued, November 10, 2025 | Page 1 of 6

EXHIBIT A



TREATISE: THE COURTS ARE The People's VENUE

"Public office is a Public Trust."

— U.S. Supreme Court principle, echoed in multiple state constitutions

A fiduciary:

- *CANNOT deny access to remedy without cause,*
- *CANNOT obstruct or delay proper filings or adjudication,*
- *And HAS NO DISCRETION to disregard a lawful request/NOTICE lawfully presented, supported BY Facts and Conclusions of the Law.*

IV. LAWFUL INSTRUMENTS CONVEYED BY A LIVING MAN MUST BE HEARD

When one of The People, in their natural capacity, lawfully convey:

- *A verified petition,*
- *A sworn affidavit,*
- *A perfected instrument for recordation,*
- *A request for correction,*
- *Or a notice of injury or demand for remedy,*

...it is not subject to denial by whim or lack of institutional/corporate form.

It must be heard, entered, and adjudicated as a matter of duty — for the court exists for The People, not the convenience of the *court's administrators, judicial officers, or employees.*

Any attempt to:

- *Disregard such instruments,*
- *Pretend ignorance,*
- *Or reject them without ruling,*

... constitutes *maladministration, dereliction, and fiduciary breach,* of The People and Public Trust.

V. THE 132ND JUDICIAL DISTRICT COURT *IS NOT YOUR COURT.*

To the PARTIES addressed by this notice — let it be known:

This is not your court.

It is not the judge's court.

It is not the clerk's court.

It is not the administrator's court.

It is The People's venue, for the lawful resolution of The People's grievances and petitions, governed not by *internal institutional/corporate policy* but by:

- *The Constitution for the united States of America, (1787)*
- *Republic of Texas Constitution (1836)*
- *The Statutes at Large,*

EXHIBIT A

 **TREATISE: THE COURTS ARE The People's VENUE**

- *Acts of Congress,*
- *And the sacred trust established by oath.*


VI. DENIAL OF LAWFUL REMEDY IS A VIOLATION OF DUTY AND TRUST

To deny, delay, or dishonor a lawful presentment:

- **IS NOT DISCRETIONARY** — *it is malfeasance.*
- **IS NOT POLICY** — *it is breach of trust.*
- **IS NOT HARMLESS** — *it is actionable harm.*

The undersigned issues all documents and instruments in honor, in law, and in good faith.

VII. MAXIM OF LAW

 **Maxims of Law** are ancient, immutable principles that form the *bedrock of jurisprudence* in both common law and equity. *They are not subject to repeal, override, or discretion and bind all courts, officers, and jurisdictions alike.*

These *Maxims* express in absolute terms the duties of public servants, the rights of *The People*, and the consequences of legal or moral breach. They are used by the judiciary to interpret *silence, resolve ambiguity, and declare fundamental truths* where statutes fail or delay.

In the matter at hand, these *Maxims* serve as *authoritative declarations of legal and equitable standard, evidencing the scope of fiduciary duty, the magnitude of breach, and the right to remedy arising therefrom.*

PUBLIC REMEDY

“A forestaller is an oppressor of the poor, and a public enemy to the whole community and the country.”

In equity and under common law, a forestaller is one who *intercepts, obstructs, or manipulates* access to *goods, rights, or remedy*, in order to elevate **private control over public access**.

When a *court, judge, clerk, coordinator, or officer delays or denies lawful process*, such *conduct constitutes forestalling* — injuring not merely the individual, but *The People* at large.

Such obstruction renders the actor an *enemy of the public trust* and *forfeits all claim to discretion, immunity, or good faith*.

INJURY AND REMEDY

“Wherever there is a wrong, there damages follow.”

EXHIBIT A



TREATISE: THE COURTS ARE The People's VENUE

The law recognizes no wrong without a remedy. *When a right is violated* — whether by **act or omission** — **injury is presumed, and compensation is due**, applying equally to *private contracts, public duties, and constitutional obligations*.

When a public servant refuses to perform a lawful duty — such as adjudicating a properly filed petition — this failure constitutes a civil injury. The party injured thereby is entitled to remedy, and damages flow not merely as a discretionary act, but as a legal requirement.

The Denial of Remedy is itself actionable harm. The law provides for **no immunity** when a wrong is proven and unremedied.

UNITY OF OATH

“An oath is indivisible; it cannot be in part true and in part false.”

A **Public Servant**, *once sworn*, is bound wholly by their *voluntary oath in every act, communication, and discretion* undertaken in office. The law **DOES NOT** permit a *judge, clerk, coordinator, or officer of the court* to uphold part of **Their Duty** while ignoring the rest.

Partial performance of a *sworn obligation is legal falsehood*. A **DIVIDED OATH IS NO OATH AT ALL**. The moment **any part of the oath** is violated, *the whole is breached*.

ANY OFFICER who accepts an **Office of Public Trust** under *their own individual solemn voluntary oath* but withholds full performance is **in default of the public trust**. Such breach of fiduciary duty is grounds for *lawful presentment, public claim by the injured party, and fiduciary enforcement*.

HONOR IN UPHOLDING LAW

“He who violates the law of the land forfeits every privilege of protection.”

The Law **DOES NOT SERVE** *those who defy it*.

ANY PUBLIC OFFICER who abandons the lawful duty of their office — *by omission, by obstruction, or by contempt* — places himself outside the *moral and constitutional protection of the law*. **Authority cannot rest upon lawlessness**.

Such Betrayal invokes *infamy, not privilege*. The oath is not a shield for silence; it is a bond of performance. *One who refuses to uphold the law of the land stands in special disgrace* — **not only before The People, but before the law itself**.

TREACHERY WITHIN

“He who betrays his country is like the insane sailor who bores a hole in the ship which carries him.”

EXHIBIT A

 **TREATISE: THE COURTS ARE The People's VENUE**

The Constitution, the Republic, and the rule of law form a vessel that carries every citizen, every officer, and every institution. When one entrusted with its maintenance commits sabotage by refusing lawful duty, obstructing remedy, or betraying sworn obligation, he imperils all aboard — including himself.

Betrayal of the public trust is not a private affair. *It is madness in law, treason in duty, and suicide in principle.* The law neither excuses nor forgets such acts. They are *actionable, impeachable, and unforgivable* by nature and effect.


PUBLIC ACTORS BRANDED AS INFAMOUS

*“Those who **DO NOT** preserve the law of the land, they justly incur the awesome indelible brand of infamy.”*

The law of the land is the highest bond between The People and the public institutions established to serve them. It is the foundation of all legitimate authority. Officers who swear to preserve it but fail to perform their duty betray not only their oath, but the republic itself.

Such betrayal is not administrative. It is infamous. *The law marks these actors with disgrace, removes the shield of immunity, and places them under rightful claim, rebuke, and remedy.*

VIII. SUPREME COURT CITATIONS

 The following authorities are **black-letter holdings of the Supreme Court of the United States**, forming the **highest and binding constitutional law** within this Republic. These **ARE NOT** interpretations, editorials, or dicta — they are controlling decisions which all public officers are duty-bound to obey.

Each citation affirms a distinct proposition of law governing:

- **The supremacy of constitutional duty over administrative policy,**
- **The non-existence of discretion in the face of rights,**
- **The liability of officers acting under color of law,**
- **And the remedy owed to The People when that duty is breached.**

These citations are entered into this record as **governing authority** and stand as **evidence of enforceable public rights and official obligations** that cannot be lawfully denied, delayed, or dismissed **BY ANY AGENT** of the federal, state, county, city, or political subdivision official or office holder, whether elected, appointed or hired, **THEY ALL ARE Duty Bound** to these precedent setting principals.

***Butz v. Economou*, 438 U.S. 478 (1978)**

“In a constitutional government, officials may not with impunity ignore the limits of their office.”

Establishes that even high-level administrative or judicial officers are personally accountable for exceeding constitutional authority.

***Ex parte Young*, 209 U.S. 123 (1908)**

EXHIBIT A

TREATISE: THE COURTS ARE The People's VENUE

“The use of the name of the state to enforce an unconstitutional act to the injury of complainants is a proceeding without the authority of, and one which does not affect, the state in its sovereign capacity.”

- ✓ Authorizes civil claims against public officers who attempt to cloak **unlawful actions** in state authority.

Yick Wo v. Hopkins, 118 U.S. 356 (1886)

“Though the law itself be fair on its face, if it is applied and administered with an evil eye and an unequal hand, it is still within the prohibition of the Constitution.”

- ✓ Demonstrates that selective enforcement, procedural avoidance, or unequal access violates **The People’s right to redress of grievances** expressly guaranteed in the **First Amendment** and voids all such actions.

Miranda v. Arizona, 384 U.S. 436 (1966)

“Where rights secured by the Constitution are involved, there can be no rule-making or legislation which would abrogate them.”

- ✓ **Bars ANY internal policy, administrative excuse, or judicial delay** that interferes with **The People’s right to redress their government by lawful presentment of petition and/or remedy process.**

Let those who act in opposition to the law, do so at their own peril, for they do not answer to internal rules — they answer, respectively, to the **Constitutions** they gave *voluntary oaths to uphold*, and **The People**.

*Let the record reflect that **The People’s trust** has been invoked, and those in public office are now reminded of their place within it.*

The Author of this Treatise Further Sayeth Naught,

By My Hand and Seal as One of **The People**:


Lucez PaxaDeum®, formerly known as Lane Lee Bowers, TRUSTEE

For Sojourn Bequest Irrevocable Trust (SBIT) On Behalf of Sundual Reparations Irrevocable Trust (SRIT)
Living Man, in propria persona, sui juris, nunc pro tunc, ab initio, All rights Are Reserved – Without Prejudice

USPS Stamp Affixed and Cancelled By AUTOGRAPH.
Bonded Presentment Executed Under Authority of:
• - Public Law 83-591, 68 Stat. 25 (Federal Reserve Act § 16)
• - Public Law 88-243, 78 Stat. 236 (UCC Adoption)
• - UPU Article III (International Postal Treaty)
Establishes Lawful Notice, Secured Transmission, and Fiduciary Liability.
All Rights Explicitly Reserved in Perpetuity - Without Prejudice.



EXHIBIT B

JUDGES PERFORM MINISTERIAL DUTIES AS ADMINISTRATIVE AGENTS

Subject to Administrative Procedure Act Requirements

Date: December 9, 2025

I. FUNDAMENTAL PRINCIPLE: FUNCTION DETERMINES IMMUNITY AND OBLIGATIONS

The Supreme Court establishes that **it is the nature of the function performed, not the identity of the actor who performs it**, that determines whether an act is judicial or administrative.

Forrester v. White, 484 U.S. 219, 229 (1988):

“It was the nature of the function performed, not the identity of the actor who performed it, that informed our immunity analysis.”

II. DISTINCTION BETWEEN JUDICIAL AND MINISTERIAL/ADMINISTRATIVE ACTS

A. Judicial Acts Defined

Judicial acts require:

1. Exercise of judgment
2. Decision of a question of law or fact
3. Choice of alternatives within legal bounds
4. Adjudicatory function

These acts receive absolute judicial immunity.

B. Ministerial and Administrative Acts Defined

- **Ministerial acts:** No discretion involved; absolute, certain, imperative, arising from fixed and designated facts.
- **Administrative acts:** Executive in nature, involve management, not adjudication.

Forrester v. White, 484 U.S. at 227-228:

“Truly judicial acts, however, must be distinguished from the administrative, legislative, or executive functions that judges may occasionally be assigned by law to perform.”

III. SUPREME COURT PRECEDENT: *FORRESTER V. WHITE*

A. Facts

Illinois Judge White hired, promoted, demoted, and fired a probation officer. She sued under civil rights law.

B. Issue

Does a state court judge have judicial immunity for such employment decisions?

C. Holding

No – Employment decisions are **administrative**, not judicial.

D. Reasoning

484 U.S. at 229:

“Judge White was acting in an administrative capacity...”

Administrative decisions are indistinguishable from those of an **executive branch official** and not entitled to immunity under **Civil Rights Act of 1871 – 17 Stat. 13, § 1, April 20, 1871, (42 U.S.C. § 1983)**.

EXHIBIT B

JUDGES PERFORM MINISTERIAL DUTIES AS ADMINISTRATIVE AGENTS

Subject to Administrative Procedure Act Requirements

IV. THE TEST: CHARACTER OF THE ACT, NOT CHARACTER OF THE ACTOR

A. *Ex parte Virginia* (1880) 100 U.S. 339, 348:

“Whether the act...was judicial or not is determined by its **character**, not the **character of the agent**...”

B. Application

Even if performed by a judge, if the task is administrative in nature, it’s **not** a judicial act.

Forrester v. White, 484 U.S. at 230:

“To conclude that...would lift **form above substance**.”

V. MINISTERIAL DUTIES OF JUDGES AND CLERKS

A. Texas Law Example

Texas Judicial Manual:

“Ministerial responsibilities are...imposed by law... nothing left to discretion...”

B. Delegation

Judges may delegate ministerial duties to clerks. These require **no discretion**.

Newsom v. Adams, 451 S.W.2d 948 (Tex. Civ. App.—Beaumont 1970)

C. Examples of Ministerial/Administrative Functions:

1. Filing/docketing documents
2. Issuing summons/subpoenas
3. Scheduling hearings
4. Maintaining court records
5. Processing payments
6. Managing court operations
7. Hiring/firing employees

VI. ADMINISTRATIVE PROCEDURE ACT APPLICATION

A. Statutory Basis

Administrative Procedure Act – 60 Stat. 237, June 11, 1946, (5 U.S.C. § 551)

B. Courts Excluded from APA — BUT

Only in **judicial capacity**. If performing administrative duties, they are **not excluded**.

C. When Judges Act as Administrative Agents

1. Ministerial duties without discretion
2. Administrative management
3. Executive functions
4. Actions similar to executive officials

Judges in these roles are treated as **administrative agents**.

EXHIBIT B

JUDGES PERFORM MINISTERIAL DUTIES AS ADMINISTRATIVE AGENTS

Subject to Administrative Procedure Act Requirements

VII. LEGAL CONCLUSIONS ESTABLISHED BY PRECEDENT

1. **Function, Not Title, Determines Status**
Ex parte Virginia, Forrester v. White
2. **Administrative Acts Are Executive Acts**
3. **No Judicial Immunity for Administrative Acts**
4. **Administrative Acts Must Comply with Law**
 - Due process
 - Equal protection
 - Statutory mandates
 - Constitutional limits
5. **Ministerial Duties Are Mandatory**
 - No discretion
 - Failure to perform is actionable*Scheuer v. Rhodes, 416 U.S. 232 (1974)*

VIII. ADMINISTRATIVE LAW JUDGES UNDER THE APA

- ALJs distinguished from Article III judges
- ALJs are Executive Officers
- Subject to APA procedures

Lucia v. SEC, 138 S. Ct. 2044 (2018):

ALJs are “inferior Officers” under the Constitution.

IX. COURT CLERKS PERFORMING MINISTERIAL DUTIES

- Clerks are administrative officers
- Perform tasks without discretion:
 - Filing court records
 - Issuing process
 - Collecting fines
 - Managing court ops

Federal Courts Clerk Statute – *62 Stat. 920, ch. 646, June 25, 1948, (28 U.S.C. § 751)*

X. OBLIGATIONS IN ADMINISTRATIVE/MINISTERIAL FUNCTIONS

A. Must follow:

1. Statutes
2. Regulations
3. Constitutional requirements
4. Court rules

B. Accardi Doctrine

United States ex rel. Accardi v. Shaughnessy, 347 U.S. 260 (1954):

Government officials must follow their own binding procedures.

EXHIBIT B

JUDGES PERFORM MINISTERIAL DUTIES AS ADMINISTRATIVE AGENTS

Subject to Administrative Procedure Act Requirements

C. No Immunity for Nonperformance

Scheuer v. Rhodes, 416 U.S. 232

D. Mandamus Available

Mandamus Statute – 76 Stat. 744, October 5, 1962, (28 U.S.C. § 1361):

Federal courts may **compel** an officer/employee to perform a duty owed to plaintiff.

XI. RULEMAKING BY JUDGES ≠ JUDICIAL ACT

Supreme Court of Virginia v. Consumers Union, 446 U.S. 719 (1980), When a state supreme court engages in **rulemaking**, such as regulating attorney advertising, it is **not acting in a judicial capacity**, but rather in a **legislative capacity**. Accordingly, the **doctrine of judicial immunity does not apply** to such acts.

Rulemaking = Legislative, not adjudication

Judges receive **legislative immunity**, not judicial immunity, in such cases.

XII. APPLICATION TO TAX COURT AND TRIBUNALS

A. U.S. Tax Court

- Article I court
- Performs administrative functions:
 - Docketing
 - Processing filings
 - Scheduling

B. Bankruptcy Courts

- Article I courts
- Administrative case management = **non-judicial**

XIII. CONCLUSION: FINALITY OF PERFECTED ADMINISTRATIVE PROCESS AND PROHIBITION ON JUDICIAL INTERFERENCE

A properly executed and perfected administrative process—culminating in unrebutted affidavits, lawful notice, and opportunity to cure—constitutes a **binding commercial obligation** and **finality of legal record** under both public and private law. Such perfection by default is not speculative, but recognized across federal and state law as **final and self-executing**. It is not subject to judicial reinterpretation, discretionary review, or obstruction, except under extraordinary due process violations—none of which are present in this Cause.

1. Finality by Operation of Law

Where:

- Proper notice has been issued and documented,
- An opportunity to rebut or cure has been lawfully extended and ignored,
- And a Notice of Default has been recorded,

Then by legal maxim, commercial practice, and constitutional law, the obligation becomes perfected by:

- **Tacit acquiescence**,
- **Estoppel**,
- And **operation of law**.

EXHIBIT B

JUDGES PERFORM MINISTERIAL DUTIES AS ADMINISTRATIVE AGENTS

Subject to Administrative Procedure Act Requirements

This results in a legally enforceable obligation that requires **no further litigation**, only recognition and performance.

2. Separation of Powers Prohibits Judicial Tampering

Courts are part of the Judicial Branch. When a private administrative process is perfected outside the courtroom—particularly in equity, trust, or contract jurisdiction—the court’s only function is **ministerial**. Any effort by a judge to:

- Reinterpret,
- Block,
- Dismiss,
- Or relitigate such a perfected process,

violates the **separation of powers** doctrine, and directly conflicts with **Article I, Section 10** of the U.S. Constitution, which forbids the State from impairing the obligation of contracts.

3. Ministerial vs. Judicial Function

Binding U.S. Supreme Court precedent (e.g., *Ex parte Virginia*, *Forrester v. White*, and *Supreme Court of Virginia v. Consumers Union*) clearly distinguishes between **judicial acts**, which involve discretion, and **ministerial acts**, which involve no discretion and carry legal obligation. When handling perfected administrative defaults, judges act in a **ministerial, administrative capacity**, and thus:

- Are **not protected by judicial immunity**, and
- Are subject to **mandamus or civil rights liability** under **Mandamus Statute – 76 Stat. 744, October 5, 1962**, (28 U.S.C. § 1361) **Civil Rights Act of 1871 – 17 Stat. 13, § 1, April 20, 1871**, (42 U.S.C. § 1983), and the **Administrative Procedure Act – 60 Stat. 237, June 11, 1946**, (5 U.S.C. § 551).

4. Protection of Contractual Rights

As set forth in the original COUNTERCLAIM and subsequent filings, the perfected administrative process constitutes a **private contract** between the Claimant (Trust) and the obligated parties. Per the Constitution: **“No State shall... pass any Law impairing the Obligation of Contracts...”**

— **Article I, Section 10, Clause 1**

To interfere with the enforcement of this contract—as perfected through due process—is to violate this constitutional protection, and further, to:

- Deny due process (5th & 14th Amendments),
- Deny equal protection,
- Engage in unauthorized judicial activism.

5. No Standing for Judicial Review

Per **Article III**, federal and state courts require a true *“case or controversy”* to assert jurisdiction. Where administrative presentment is **unrebutted**, and **default is perfected**, no legitimate controversy remains. Therefore, the court lacks standing to:

- Rehear,
- Dismiss,
- Or alter the perfected administrative judgment.

To do so would be *ultra vires* (beyond lawful authority) and subject the court and its officers to liability.

JUDGES PERFORM MINISTERIAL DUTIES AS ADMINISTRATIVE AGENTS

Subject to Administrative Procedure Act Requirements

6. Enforcement Is the Only Lawful Role

The only appropriate response to a perfected administrative record—supported by affidavit, proof of service, ledger, and declaration—is **recognition and enforcement**. This is a **ministerial obligation** that must be executed without judicial discretion.

As established in *Marbury v. Madison*, 5 U.S. (1 Cranch) 137 (1803), it is not only the prerogative—but the solemn duty—of the judiciary to say what the law is. That duty includes recognition of perfected administrative records and the preservation of constitutionally secured rights—not their subversion under procedural pretense.

That duty includes recognizing lawful defaults, protecting rights secured under the Constitution, and **not manufacturing controversy where none exists**.

XIV. NOTICE OF JUDICIAL INTERFERENCE AND JOINDER LIABILITY

Be it known and accepted into this record, pursuant to due notice and perfected administrative process, that any judicial, administrative officer, trustee, or public functionary acting in **opposition, dismissal, or avoidance** of the perfected administrative default — without lawful, timely, and verified rebuttal — **shall, by operation of law and under the principles of tacit procuration**, be deemed to have **joined the controversy** on behalf of the original **Offending Parties**.

SAID JOINDER CONSTITUTES:

- **Ministerial breach in violation of the Administrative Procedure Act**, enacted June 11, 1946, 60 Stat. 237, (5 U.S.C. §§ 551 et seq.), which mandates the procedural obligations of administrative officers and agents, including the non-discretionary enforcement of unrebutted, perfected claims;
- **Waiver of judicial immunity** under *Forrester v. White*, 484 U.S. 219 (1988) and *Ex parte Virginia*, 100 U.S. 339 (1880), which establish that when a judge performs administrative or ministerial functions, judicial immunity does not apply;
- **Acceptance of liability as a co-obligor to the perfected Sum Certain** now before this Court, per joinder by estoppel through unrebutted notice and performance in agency or representative capacity;
- **Constructive fraud upon the court**, for violation of fiduciary duty and procedural due process guaranteed under the **Fifth and Fourteenth Amendments** to the United States Constitution, including obstruction of lawful adjudication, suppression of perfected claims, and abuse of office.

Let this serve as formal and final **NOTICE** that any such judicial or administrative interference shall be deemed an **act of agency**, and will place the *offending officer, court, or political subdivision* in **complicity** with the original harm and dishonor forming the basis of the perfected **COUNTERCLAIM** and *perfected claim in this matter*.

SUCH JOINDER BINDS THE ACTING OFFICER TO:

- *Liability as a co-obligor to the perfected Sum Certain;*
- *Joint participation in constructive fraud;*
- *Breach of fiduciary and ministerial duty;*
- *Complicity with the original offending parties.*

XV. SUPPORTING STATUTES AT LARGE

- **Article I, Section 10** of the U.S. Constitution,

JUDGES PERFORM MINISTERIAL DUTIES AS ADMINISTRATIVE AGENTS

Subject to Administrative Procedure Act Requirements

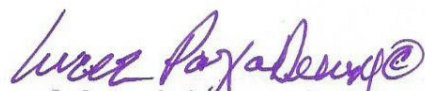
- **Mandamus Statute** – 76 Stat. 744, October 5, 1962, (28 U.S.C. § 1361)
- **Administrative Procedure Act** – 60 Stat. 237, June 11, 1946, (5 U.S.C. § 551)
- **Civil Rights Act of 1871** – 17 Stat. 13, § 1, April 20, 1871, (42 U.S.C. § 1983)
- **Federal Courts Clerk Statute** – 62 Stat. 920, ch. 646, June 25, 1948, (28 U.S.C. § 751)

“We are addressing the Law — not presumption, not ‘legal’ theory, and certainly not an attorney’s procedural inventions — but the actual Law, as grounded in the secure and guaranteed protections afforded to the American People and their Posterity by the Constitution and the Bill of Rights.

Any action by this Court other than affirmative adjudication and enforcement of the perfected administrative procedure constitutes a blatant violation of due process, equal protection of the laws, and a breach of the oath of every officer of this Court.

This matter stands as a fully perfected and unrebutted record, operating as res judicata by law.

And should this Court elect to act in opposition to the Claimant, such action would be undertaken without clean hands, in violation of due process, and in direct defiance of constitutional mandates. In so doing, the Court joins as a complicit party to the controversy, standing against the rule of Law and Justice, and thereby aligns itself as an adversary to what is right, honorable, and lawful in the sight of both the People and the enduring principles this Republic was founded upon. Such conduct shall not be without consequence, and accountability shall be pursued in accordance with law.”


Lucez PaxaDeum[®], formerly known as Lane Lee Bowers, TRUSTEE
For Sojourn Bequest Irrevocable Trust (SBIT)
On Behalf of Sundual Reparations Irrevocable Trust (SRIT)
in propria persona, sui juris, nunc pro tunc, ab initio,
All Rights Are Reserved – Without Prejudice

USPS Stamp Affixed and Cancelled By AUTOGRAPH.
Bonded Presentment Executed Under Authority of:
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Establishes Lawful Notice, Secured Transmission, and Fiduciary Liability.
All Rights Explicitly Reserved in Perpetuity - Without Prejudice.

10^c
Lucez PaxaDeum
Dec 16 2025
USA

EXHIBIT C

MOTION TO RECOGNIZE AND
ENFORCE ADMINISTRATIVE DEFAULT JUDGMENT

CAUSE No. 25-208-DCCV-27862

IN THE 132ND JUDICIAL DISTRICT COURT SCURRY COUNTY, TEXAS

Lucez PaxaDeum®, Petitioner, acting in the capacity of Trustee of Sojourn Bequest Irrevocable Trust (SBIT) which Trust is the duly appointed Trustee and administrator for Sundual Reparations Irrevocable Trust (SRIT) being the *Affiant and Real Party in Interest*, tender the following Motion:

I. PURPOSE OF MOTION

This Motion is respectfully presented for the limited purpose of requesting judicial recognition and enforcement of a perfected private administrative record previously entered into the above-styled cause for record only, previously styled as not for adjudication.

SEE EXHIBIT D: BRIEF IN SUPPORT OF MOTION TO RECOGNIZE AND ENFORCE ADMINISTRATIVE DEFAULT JUDGMENT

II. STATEMENT OF RECORD AND PROCEDURE

- **On** or about **September 27, 2024**, Affiant initiated a private administrative process providing full due process: *lawful notice, opportunity to cure, and opportunity to rebut by sworn affidavit.*
- **Respondents** failed to timely engage, respond, or rebut the claims, resulting in a perfected administrative default, as of **February 14, 2025.**
- **An Affidavit of Non-Response, Certificate of Default, and Administrative Judgment** were entered into the record.
- **The Matter** is settled administratively, with no controversy remaining, now *res judicata* by law.
- **Equitable title to the claim and cause has vested in** Sundual Reparations Irrevocable Trust (SRIT), whose duly appointed Trustee is Sojourn Bequest Irrevocable Trust (SBIT), both Private Trust entities *under un rebutted record.*

III. LEGAL BASIS FOR RECOGNITION AND ENFORCEMENT

This Motion is *lawfully grounded in multiple authorities affirming the enforceability of administrative judgments based on proper notice, default by silence, and un rebutted affidavits.*

III-A. PUBLISHED LAW

- Texas Rule of Civil Procedure 239 – Provides that when a defendant has been duly served and fails to answer within the time allowed, *the plaintiff may seek a default judgment.*
- Texas Rule of Civil Procedure 241 – Allows courts to accept evidence *by affidavit in support of a default judgment.*

EXHIBIT C

MOTION TO RECOGNIZE AND ENFORCE ADMINISTRATIVE DEFAULT JUDGMENT

- Federal Rules of Evidence 201 – Mandates that a court *must take judicial notice if a party requests it and supplies the necessary information*. This includes court filings and notarized public records.
- Administrative Procedure Act, 60 Stat. 237, §555 – Confirms that when a party is given notice and opportunity to be heard but fails to respond, final agency action may proceed.

III-B. ADJUDICATIVE PRECEDENT

- United States v. Kis, 658 F.2d 526 (7th Cir. 1981)

“an Unrebutted Affidavit is Truth is also codified in the rules of procedure. Non-Rebutted Affidavits are Prima Facie Evidence in the Case. Indeed, no more than (Affidavits) is necessary to make the Prima Facie Case.”

“Since the Record of the Parties shows that parties shows no rebuttal on record, let it be the tacit admission of both Defendants to the stipulated facts throughout all of Petitioners Notices.”

This citation appears where the claim is that government actors failed to rebut notarized affidavits, thus triggering estoppel and default judgment under administrative process doctrine.

- Seitzer v. Seitzer, 271 Cal. App. 2d 347 (1969)

“Uncontested Affidavit taken as true in support of Summary Judgment.”

Where affidavits are unopposed, they are treated as true for purposes of adjudication. Summary judgment was appropriate because the opposing party failed to present any counter-declarations, leaving no triable issue of material fact.

- Mullane v. Central Hanover Bank, 339 U.S. 306 (1950), at 314

*“Where notice is reasonably possible, it must be **direct, calculated, and sufficient** to satisfy the constitutional minimum of due process.”*

Failure to reply satisfies due process and authorizes enforcement.

- Carmine v. Bowen, 64 A. 932 (Va. 1906)

*“It is a well-established legal principle that **silence where there is a duty to speak is an admission of the truth of the facts stated.**”*

Respondents were given lawful notice and opportunity to respond. They failed to rebut any claims. As in *Carmine v. Bowen*, their silence constitutes an admission under law.

III-C. MAXIM OF LAW

- ❖ *“Agreements give the law to the contract.”;*
- ❖ *“Consent makes the law.”;*
- ❖ *“To him consenting no injury is done.”;*
- ❖ *“A claim not contested, stands true.”;*
- ❖ *“He who does not deny, admits”;*
- ❖ *“Silence is consent where there is a duty to speak”;*
- ❖ *“The law aids the vigilant, not those who slumber on their rights.”; and;*
- ❖ *“A Claim brought in law that is not contested or rebutted, then stands true. Hence silence to a controversy is considered consent to any judgment.”*

III-D. TRUST LAW STANDING

In alignment with the fiduciary nature of the action presented and the unrebutted private trust position established on the record, Affiant invokes the standing defined by the Wisconsin Supreme Court in *In Re Bolens*, 135 N.W. 164 (1912), which states:

EXHIBIT C

MOTION TO RECOGNIZE AND ENFORCE ADMINISTRATIVE DEFAULT JUDGMENT

*“Every taxpayer is a **Cestui Que Trust** having sufficient interest in the preventing abuse of the trust to be recognized in the field of this court's prerogative jurisdiction as a relator in proceedings to set sovereign authority in motion.”*

This principle affirms the Trustee's position in equity as representative of the trust beneficiary and establishes the court's prerogative jurisdiction to act upon the Trustee's motion. It reinforces the legal sufficiency of the Trust's standing to compel judicial recognition and enforcement of the perfected administrative record.

IV. DUE PROCESS COMPLIANCE OF ADMINISTRATIVE LIEN ENFORCEMENT PROCEDURE

The United States Supreme Court, in *Sniadach v. Family Finance Corp.*, 395 U.S. 337 (1969), held unequivocally that the deprivation of property — whether by lien, garnishment, or levy — without prior notice and opportunity for hearing constitutes a violation of the **Fourteenth Amendment's Due Process Clause**. The Court acknowledged that while such practices had existed in Roman law and medieval English systems, those pre-judicial seizure mechanisms fail to meet the constitutional standards of procedural fairness required under American law.

Accordingly, any action to encumber, impair, or foreclose upon property or beneficial use must be preceded by:

1. Properly served notice to the alleged obligor,
2. An opportunity to cure, contest, or rebut the alleged claim,
3. A failure to respond, resulting in a perfected record of default, and
4. An Affidavit or Certificate of Non-Response lawfully entered into the record.

Where these steps have been satisfied through private administrative process — mirroring the protections of judicial due process — including proper service, documented timelines, and full opportunity to be heard, the resulting claim is ripe for ministerial enforcement. The perfected record operates as **prima facie evidence** of liability and estoppel under *Carmine v. Bowen*, 64 A. 932 (Va. 1906), and may be submitted to the Court for official recognition and enforcement through lien, constructive trust, or other lawful remedy.

Thus, the enforcement of the perfected claim herein — being the product of a lawfully executed administrative process with full due process afforded — comports fully with the standard set forth in *Sniadach* and its progeny and does not violate constitutional protections. Rather, it affirms them.

V. REQUEST FOR ADJUDICATION AND ENTRY OF ENFORCEABLE JUDGMENT

Petitioner, **TRUSTEE** now formally invokes the adjudicative authority of this Court, not for fact-finding or evidentiary hearing, but for entry of final judgment based solely upon the Respondents' default, silence, and failure to contest the verified claims placed into the record.

The perfected administrative process, un rebutted affidavit, and Certificate of Non-Response now ripen into an enforceable legal obligation under **Tex. R. Civ. P. 239 and 241**, and **FRE 201**.

EXHIBIT C

MOTION TO RECOGNIZE AND ENFORCE ADMINISTRATIVE DEFAULT JUDGMENT

Accordingly, Petitioner respectfully requests that this Court:

1. Take judicial notice of the perfected administrative record;
2. Adjudicate the default as conclusive;
3. Enter judgment in favor of the Trust, and;
4. Authorize post-judgment enforcement via writ of execution or applicable remedies.

This request comports with *Sniadach v. Family Finance Corp.*, 395 U.S. 337 (1969), and *Mullane v. Central Hanover Bank*, 339 U.S. 306 (1950), as full notice and opportunity to respond were afforded, and no response was received.

The Trust now seeks enforcement, not re-litigation.

VI. NOTICE OF JUDICIAL DUTY AND MINISTERIAL FUNCTION

Affiant provides the Court this section in the interest of constitutional clarity and procedural fairness:

1. Where a private administrative process has been lawfully executed, perfected by silence, and entered into the court **for record only**, it becomes the judicial function not to adjudicate controversy, but to **recognize the un rebutted record as final**.
2. Under the **Texas Rules of Civil Procedure, Federal Rules of Evidence**, and established **Supreme Court due process precedent**, the absence of any reply or responsive pleading creates **no triable issue of fact**. The **ministerial duty** to recognize and enforce perfected judgment arises.
3. Judicial inaction in the face of perfected default, where all procedural rights have been honored, may constitute a **violation of due process** and a failure of the court's ministerial role, as recognized in *Mullane v. Central Hanover Bank*, 339 U.S. 306 (1950), and supported by the procedural enforcement powers under **Tex. R. Civ. P. 239, 241**.
4. Affiant does not ask the Court to litigate, interpret, or contest, but simply to **acknowledge, give force, and record ministerial effect** which now compels this Court's ministerial duty to recognize and effectuate judgment, not to engage in further judicial discretion.

Affiant reserves all rights to seek writ or remedy under Texas law should unreasonable delay or constructive denial impair enforcement.

EXHIBIT C

MOTION TO RECOGNIZE AND ENFORCE ADMINISTRATIVE DEFAULT JUDGMENT

I, *Lucez PaxaDeum*®, acting solely in my lawful fiduciary capacity as TRUSTEE of Sojourn Bequest Irrevocable Trust, which Trust serves as the Fiduciary Trustee for Sundual Reparations Irrevocable Trust, affirm that the foregoing Motion is made in good faith upon perfected administrative record, and for the exclusive benefit of the above-named Trusts and their interests in equity.

Executed and Autographed in the Presence of the Notary by the Trustee: this 11TH DAY OF DECEMBER 2025, without waiver of rights, without consenting to statutory jurisdiction beyond said fiduciary role, and expressly reserving all Trust, equitable, and natural rights.

Respectfully Tendered,

 L.S.

Lucez PaxaDeum®, formerly known as Lane Lee Bowers, TRUSTEE

For Sojourn Bequest Irrevocable Trust (SBIT) On Behalf of Sundual Reparations Irrevocable Trust (SRIT)
Living Man, in propria persona, sui juris, nunc pro tunc, ab initio, All rights Are Reserved – Without Prejudice

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared *Lucez PaxaDeum*®, known to me by satisfactory evidence to be the authorized Trustee of the Sojourn Bequest Irrevocable Trust (SBIT), acting in fiduciary capacity for the Sundual Reparations Irrevocable Trust (SRIT), and acknowledged that he executed the foregoing instrument as Trustee, for and on behalf of said Trust, and for the purposes and consideration therein expressed.

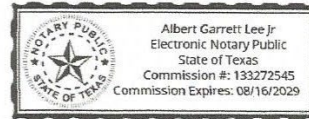
Given under my hand and seal of office this 11TH DAY OF DECEMBER 2025.

My commission expires: 08/16/2029

Notarized online using audio-video communication

Notary Public Signature:





CERTIFICATE OF SERVICE

Cause No. 25-208-DCCV-27862 132ND JUDICIAL DISTRICT COURT, Scurry County, Texas

I, *Lucez PaxaDeum*®, Trustee of Sojourn Bequest Irrevocable Trust, hereby certify that on or about the 12TH DAY OF DECEMBER 2025, a true and correct copy of the foregoing *Motion to Enforce Administrative Default Judgment* was personally delivered into the custody of the Clerk of the 132ND JUDICIAL DISTRICT COURT, Scurry County, Texas for filing and entry into the public record of Cause No. 25-208-DCCV-27862.

Respectfully Tendered,



Lucez PaxaDeum®, formerly known as Lane Lee Bowers, Petitioner, Trustee,
Sojourn Bequest Irrevocable Trust,
for Sundual Reparations Irrevocable Trust

EXHIBIT D

BRIEF IN SUPPORT OF RECOGNITION AND ENFORCEMENT OF
ADMINISTRATIVE PROCESS AND DEFAULT JUDGMENT

STRICT LEGAL OBEDIENCE CLAUSE ENFORCED
OFFICER OF THE COURT ATTESTATION ACKNOWLEDGED

Necessitas inducit privilegium quoad jura privata.

Necessity gives a preference with regard to private rights.

I. PREFATORY NOTICE TO ALL RESPONDENTS AND INTERESTED PARTIES

This public brief is issued to clarify the basis, *Necessity*, and intent of the **Motion to Recognize and Enforce Administrative Default Judgment** filed under Cause No. **25-208-DCCV-27862**, now pending before the 132ND JUDICIAL DISTRICT COURT, Scurry County, Texas.

Had the constitutional constraints binding upon every governmental officer and public servant been observed, *no Averment, no Lien, no Claim of Obligation*, and *no Motion for Judicial Enforcement* would have been a *Necessity*.

II. CONTEXT AND ORIGIN

- **No warrant** was issued.
- **No probable cause** hearing occurred.
- **No judicially signed or lawfully issued order** authorized the confiscation of Trust-held property.
- **No lawful cause of action** was initiated in any constitutional tribunal.
- *The Trustee was not arrested — only property was unlawfully taken under color of law, absent due process.*

These facts render the original government act jurisdictionally void and constitutionally repugnant from inception. No lawful seizure may proceed absent strict compliance with the **Fourth Amendment, Fifth Amendment, and Article VI of the United States Constitution**.

III. LAWFUL ADMINISTRATIVE REMEDY PERFECTED AS A MATTER OF *Necessity*

After affording full due process — including:

- Lawful notice,
- Opportunity to respond,
- Opportunity to cure,
- And administrative grace periods —

All 29 Respondents failed to rebut or contest the claims against them. As of *February 14, 2025*, the Trust **perfected a Claim of Lien / Affidavit of Obligation**, establishing:

- An un rebutted record,
- Administrative estoppel by silence,
- Vested equitable title,
- And ledgered financial liabilities.

This record now stands as a complete and enforceable legal obligation under the laws of the **State of Texas** and the **Constitution of the United States**.

IV. NATURE OF THE COURT'S DUTY

The Trustee's Motion requests not interpretation, adjudication, or re-litigation — but rather:

EXHIBIT D

**BRIEF IN SUPPORT OF RECOGNITION AND ENFORCEMENT OF
ADMINISTRATIVE PROCESS AND DEFAULT JUDGMENT**

- Judicial recognition of the perfected administrative record,
- Entry of enforceable judgment to the full extent of the ledgered obligations,
- And execution authority for collection or remedy as authorized by law.

This is a ministerial function, not a discretionary one.

Failure to enforce where a perfected, un rebutted judgment is presented constitutes constructive denial of due process, contrary to:

- *Mullane v. Central Hanover Bank*, 339 U.S. 306 (1950),
- *Sniadach v. Family Finance Corp.*, 395 U.S. 337 (1969),
- And *Tex. R. Civ. P. 239–241*.

V. PUBLIC RECORD PURPOSE

This brief is posted for public access out of *Necessity* and shall be referenced in all communications and future proceedings. It memorializes the Trustee's original restraint, constitutional compliance, and desire to resolve this matter privately.

All injury suffered, and all obligations now ledgered, are the direct consequence of official failure to follow constitutional law, and constraints it outlines for *government agencies, officers, public servants, fiduciaries, trustees, and actors*.

VI. FINAL NOTICE

To each Respondent, Agent, and Interested Party:

You were given due process. You were granted grace. You were notified. You remained silent. The law now speaks on your behalf — and it says: you owe.

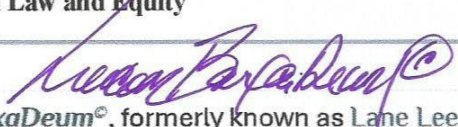
The Trustee proceeds now not by aggression, but by duty.

This action is not personal — it is legal.

This is not vengeance — it is enforcement.

This is not contest — it is conclusion born of *Necessity* of My Common and constitutional Right.

By Authority of the **United States Constitution**
By Mandate of the **Law of Obligations**
By Standing of the **TRUSTEE in Law and Equity**

 L.S.
Lucez PaxaDeum®, formerly known as Lane Lee Bowers, TRUSTEE

For Sojourn Bequest Irrevocable Trust (SBIT) On Behalf of Sundual Reparations Irrevocable Trust (SRIT)
Living Man, in propria persona, sui juris, nunc pro tunc, ab initio, All rights Are Reserved – Without Prejudice

USPS Stamp Affixed and Cancelled By AUTOGRAPH.
Bonded Presentment Executed Under Authority of:
• - Public Law 83-591, 68 Stat. 25 (*Federal Reserve Act § 16*)
• - Public Law 88-243, 78 Stat. 236 (*UCC Adoption*)
• - UPU Article III (*International Postal Treaty*)
Establishes Lawful Notice, Secured Transmission, and Fiduciary Liability.
All Rights Explicitly Reserved in Perpetuity - Without Prejudice.

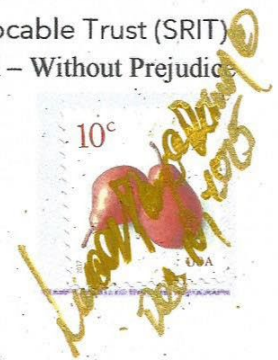


EXHIBIT E

NOTICE *In Response to Unauthorized Legal Action Filed After Final Default*

Date: **December 9, 2025**

Per Court Record of Cause No. 25-208-DCCV-27862

FROM: Real Party in Interest, Sojourn Bequest Irrevocable Trust (SBIT) is the holder of legal title by assignment from Sunduál Reparations Irrevocable Trust (SRIT), the beneficial claimant.

By Trustee: *Lucez PaxaDeum*®, formerly known as Lane Lee Bowers, *in propria persona, sui juris*,

Office: c/o 2511 26th Street ~ Snyder, Scurry County
without the United States, **Texas Republic** [ZIP Code Exempt: DMM 122.32]

Jurisdiction: Land and Soil of the **Republic of Texas**

Reservation: All Rights Explicitly Reserved in Perpetuity ~ Without Prejudice

TO: Aaron Matthew Wilkerson, Aaron Wilkerson, PLLC

Bar Card Number: **24047104**

4527 Lake Shore Drive, Waco, TX 76710

Certified Mail No. 9589 0710 5270 2397 4199 74

**FORMAL NOTICE OF ADMINISTRATIVE DEFAULT, TACIT
JOINDER, AND FULL OBLIGATION BY REPRESENTATION**

Sir:

Please be advised that this presentment serves as formal **NOTICE**, and is now made a matter of public record and law, and places you on binding **NOTICE** of your voluntary and irrevocable entry into Cause No. **25-208-DCCV-27862**, by your recent submission of a Motion to Dismiss on behalf of:

"ZACHORY TYLER CARTER, et al."

You are hereby advised:

I. FINAL DEFAULT AND CLOSED RECORD

You intervened after:

- Full Administrative Process was completed;
- Lawful **NOTICES** were served on all obligors;
- Affidavit of Obligation perfected and un rebutted;
- Opportunity to Cure expired;
- Ledger of Receivables lawfully filed;
- Default perfected on **February 14, 2025**.

EXHIBIT E

NOTICE In Response to Unauthorized Legal Action Filed After Final Default

Your **Motion to Dismiss** constitutes unlawful intrusion upon a **closed, perfected, and unrebutted record**, with no motion to vacate, affidavit in denial, or sworn challenge attached. Thus, you have:

- Waived all objection;
- Admitted standing of the perfected record;
- Bound yourself and all clients represented to said obligations.

II. TACIT JOINDER AND ASSUMPTION OF FULL OBLIGATION

By representing “**et al.**” you have entered appearance for **ALL OBLIGORS** listed on the record and in the **SRIT Receivables Ledger**, now a matter of public record before the Court since **May 16, 2025**.

This includes your client, **Zachory Tyler Carter**, and **28 additional named parties**. Your act of representation has:

- Activated **tacit joinder** under unrebutted terms of the **September 27, 2024 COUNTERCLAIM**;
- Triggered the **contractual obligations and commercial liabilities** for all referenced obligors;
- Bound you personally and professionally to the **Sum Certain of \$ 105,641,627,675.00 USD**.

This is enforceable under:

- **Tex. R. Civ. P. 239–241**,
- **Federal Rules of Evidence 201**,
- **Restatement (Third) of Trusts §107**, and
- **U.C.C. 3-501–3-505**.

III. NOTICE OF DOE JOINDER BY OPERATION OF COUNTERCLAIM TERMS

Please be further advised that by your own act of filing, you are now joined to the matter as a DOE party, personally and professionally liable under the administrative terms perfected on record.

This joinder is binding under the unrebutted administrative declaration of the **COUNTERCLAIM** dated: **September 27, 2024, NOTICE** of COUNTERCLAIM ~ Citation #**E020937** ~ **An Averment of Lawful Principle**, which explicitly states the following on page 2:

“**Other parties regarding this NOTICE:**

Be it known, **ANY** response to this **Administrative Process**, hereinafter, **NOTICE** on behalf of any of the **Offenders**, admittedly and voluntarily accents by agreement, in so doing agrees to become a DOE 1, et al, a **co-conspirator** to this **NOTICE**, liable personally and professionally to and for the stipulations, provisions, terms and consequences as a result of their own volition, also obligated to the performance according to this **NOTICE** and shall be served.”

EXHIBIT E

NOTICE In Response to Unauthorized Legal Action Filed After Final Default

This condition was never rebutted, objected to, or lawfully withdrawn. Therefore, your intervention constitutes joinder by estoppel and assumption of liability in accordance with law.

IV. PUBLIC CONTRACT AND CONSTITUTIONAL VIOLATION UPON INTERFERENCE

The perfected administrative procedure constitutes a **contract** under law. As such:

"The right to contract is a fundamental right protected under the U.S. Constitution."
— *United States v. Stanley*, 483 U.S. 669 (1987)

Any act by the Court or Respondent's Counsel to frustrate the enforcement of this contract is:

- A violation of **Article I, Section 10** of the U.S. Constitution;
- A violation of **due process** under the **Fifth and Fourteenth Amendments**;
- A denial of **equal protection** and **ministerial duty**.

Further obstruction, misrepresentation, or abuse of process will be documented for **civil rights liability** under **Pub. L. 88-352, Title II, §201**, and **Pub. L. 93-579**.

V. INVOICE AND NOTICE OF FIDUCIARY LIABILITY

An **Invoice** has been issued and delivered to you personally, reflecting your **assumption of the full ledgered obligation** by joinder, totaling:

\$105,642,427,675.00 USD

(As perfected by unrebutted affidavits and Default Judgment of **February 14, 2025**)

You are now under **mandatory performance** and **commercial liability**, per the perfected claim and contractual notice provisions.

VI. RESERVATION OF RIGHTS


All rights are expressly reserved, including:

- Treaty protections,
- Organic Constitution of the United States (1787),
- Texas Constitution (1876),
- Statutes at Large,
- Public Laws,
- Uniform Commercial Code §1-308.

EXHIBIT E

NOTICE In Response to Unauthorized Legal Action Filed After Final Default

Respectfully and Lawfully Tendered, this 11TH DAY OF DECEMBER 2025, on the *Land and Soil* of the Republic of Texas.

 L.S.
Lucez PaxaDeum®, formerly known as Lane Lee Bowers,
TRUSTEE for Sojourn Bequest Irrevocable Trust (SBIT)
On Behalf of Sundual Reparations Irrevocable Trust (SRIT)
All rights Are Reserved – Without Prejudice

NOTARY ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF HARRIS**

Before me, the undersigned authority, on this day personally appeared **Lucez PaxaDeum**®, known to me by satisfactory evidence to be the authorized TRUSTEE of the **Sojourn Bequest Irrevocable Trust (SBIT)**, acting in fiduciary capacity for the Sundual Reparations Irrevocable Trust (SRIT), and acknowledged that he executed the foregoing instrument as TRUSTEE, for and on behalf of said Trust, and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11TH DAY OF DECEMBER 2025.

NOTE: This notarization may be performed electronically or remotely, in accordance with **Texas Civil Practice and Remedies Code § 121.006**, which provides that an acknowledgment may be taken:

"by means of an interactive two-way audio and video communication that meets the standards adopted by the secretary of state under Section 406.107 of the Government Code."

08/16/2

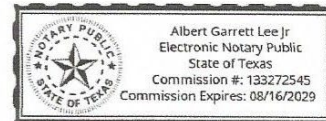
The undersigned notary affirms compliance with all applicable Texas laws and standards for electronic and remote notarization.

08/16/2029

My commission expires:
Notarized online using audio-video communication

Notary Public Signature:





CERTIFICATE OF SERVICE

TO: Aaron Wilkerson – Attorney at Law, Cause No. 25-208-DCCV-27862 132ND JUDICIAL DISTRICT COURT, Scurry County, Texas, **Certified Mail No. 9589 0710 5270 2397 4199 74**

I, **Lucez PaxaDeum**®, Trustee of Sojourn Bequest Irrevocable Trust, hereby certify that on or about the 12TH DAY OF DECEMBER 2025, a true and correct copy of the foregoing **NOTICE In Response to Unauthorized Legal Action Filed After Final Default** was personally delivered into the custody of the Clerk of the 132ND JUDICIAL DISTRICT COURT, Scurry County, Texas for filing and entry into the public record of Cause No. 25-208-DCCV-27862.

Respectfully Tendered,



Lucez PaxaDeum®, formerly known as Lane Lee Bowers, Petitioner, Trustee,
Sojourn Bequest Irrevocable Trust,
for Sundual Reparations Irrevocable Trust

C.C. – Cause No. 25-208-DCCV-27862 132ND JUDICIAL DISTRICT COURT, Scurry County, Texas

EXHIBIT F

INVOICE FOR PERFORMANCE OF OBLIGATION

December 9, 2025,

Per Court Record of Cause No. 25-208-DCCV-27862

FROM: Real Party in Interest, Sojourn Bequest Irrevocable Trust (SBIT) is the holder of legal title by assignment from Sundual Reparations Irrevocable Trust (SRIT), the beneficial claimant.

By Trustee: *Lucez PaxaDeum*®, formerly known as Lane Lee Bowers, *in propria persona, sui juris*,

Office: c/o 2511 26th Street ~ Snyder, Scurry County,
Without the U.S. Texas Republic [ZIP Code Exempt: DMM 122.32]

Jurisdiction: Land and Soil of the Republic of Texas

Reservation: All Rights Explicitly Reserved in Perpetuity ~ Without Prejudice

TO: Aaron Matthew Wilkerson, Aaron Wilkerson, PLLC

Bar Card Number: 24047104

4527 Lake Shore Drive,

Waco, TX 76710

Certified Mail No. 9589 0710 5270 2397 4199 74

FORMAL NOTICE OF COMMERCIAL LIABILITY AND DEMAND
FOR PAYMENT

(Pursuant to perfected administrative judgment and un rebutted affidavit of obligation under law.)

DATE: **December 12, 2025**

Dear Mr. Wilkerson,

You are hereby given final **NOTICE** and **DEMAND** concerning your entry into **Cause No. 25-208-DCCV-27862**, where you have voluntarily appeared as legal counsel for the named Respondent(s) **“ZACHORY TYLER CARTER, et al.”**

By so doing, you have voluntarily and without limitation entered an appearance on behalf of **all obligors previously named and perfected** under the administrative procedure initiated on **September 27, 2024**, **NOTICE** of COUNTERCLAIM ~ Citation #E020937 ~ **An Averment of Lawful Principle**.

ASSUMPTION OF FULL OBLIGATION BY REPRESENTATION

By submitting a Motion to Dismiss on behalf of **“ZACHORY TYLER CARTER, et al.”** you have **tacitly and affirmatively assumed** representation of all parties listed in the perfected claim ledger. As a matter of law, under principles of **joinder, agency, and estoppel**, you are now **personally and professionally liable** for the **full Sum Certain**, as no rebuttal or lawful withdrawal of obligation has been entered into the record.

You are further bound by the following un rebutted declaration on page 2 of the **September 27, 2024**, **NOTICE** of COUNTERCLAIM ~ Citation #E020937 ~ **An Averment of Lawful Principle**:

“Other parties regarding this NOTICE:

Be it known, **ANY** response to this **Administrative Process**, hereinafter, **NOTICE** on behalf of any of the **Offenders**, admittedly and voluntarily accents by agreement, in so doing agrees to become a DOE 1, et al, a **co-conspirator** to

ResJudicataClaim.com/Response-to-Motion-To-Dismiss-12-9-2025 | Page 1 of 3

INVOICE NO.: SBIT-WILKERSON-01A

EXHIBIT F

INVOICE FOR PERFORMANCE OF OBLIGATION

this *NOTICE*, liable personally and professionally to and for the stipulations, provisions, terms and consequences as a result of their own volition, also obligated to the performance according to this *NOTICE* and shall be served.”

This clause remains unrebutted and perfected as of February 14, 2025, per the Trust's Affidavit of Obligation and Ledgered Notices.

OBLIGATION AND DEMAND FOR PAYMENT NOW DUE:

As a matter of **contract, judicial notice, and administrative law**, you are now joined as obligor to the full ledgered amount shown below and on file in this cause.

TOTAL CLAIMED OBLIGATION: Sum Certain on the court Record in Cause No. **25-208-DCCV-27862** and Trust Receivable Ledger after removal of **\$800,000.00** which was found to be unenforceable;

\$ 105,641,627,675.00

One Hundred Five Billion, Six Hundred Forty-One Million, Six Hundred Twenty-Seven Thousand, Seven Hundred Sixty-Five United States Dollars and No/Cents

Referencing:

- **SRIT Receivables Ledger** dated **June 12, 2025** (**EXHIBIT A**, on Court's record)
- Judicially noticed in this court under **FRE 201(b)**
- Perfected by operation of law after failure to rebut administrative **NOTICE** and Affidavit of Obligation
- **TRCP 239, 240, 241**

Remit Payment To: Sojourn Bequest Irrevocable Trust (SBIT) at the address in the header in care of *Lucez PaxaDeum*®, TRUSTEE

LEGAL BASIS FOR LIABILITY AND LAWFUL NOTICE OF ENFORCEMENT:

This amount is now due and payable in full to Sojourn Bequest Irrevocable Trust, for the benefit of Sundual Reparations Irrevocable Trust, without further delay.

Failure to tender payment or initiate resolution in equity or contractually mandated cure shall result in enforcement action, and direct presentment to bond underwriters and sureties under UCC 3-501, 3-505.

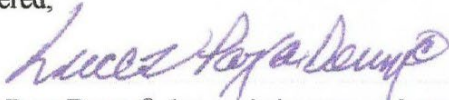
RESERVATION OF RIGHTS:

All rights are reserved by the Sojourn Bequest Irrevocable Trust (SBIT), through its duly appointed TRUSTEE, *Lucez PaxaDeum*®, formerly known as Lane Lee Bowers. This presentment does not constitute a waiver of rights, immunities, or remedies available under law, equity, or trust governance.

EXHIBIT F

INVOICE FOR PERFORMANCE OF OBLIGATION

Respectfully and Lawfully Tendered,

 L.S.
Lucez PaxaDeum®, formerly known as Lane Lee Bowers,
TRUSTEE for Sojourn Bequest Irrevocable Trust (SBIT)
On Behalf of Sundual Reparations Irrevocable Trust (SRIT)
All rights Are Reserved – Without Prejudice

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared **Lucez PaxaDeum®**, known to me by satisfactory evidence to be the authorized TRUSTEE of the **Sojourn Bequest Irrevocable Trust (SBIT)**, acting in fiduciary capacity for the Sundual Reparations Irrevocable Trust (SRIT), and acknowledged that he executed the foregoing instrument as TRUSTEE, for and on behalf of said Trust, and for the purposes and consideration therein expressed.

Given under my hand and seal of office this **11TH DAY OF DECEMBER 2025**.

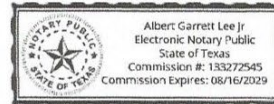
NOTE: This notarization may be performed electronically or remotely, in accordance with **Texas Civil Practice and Remedies Code § 121.006**, which provides that an acknowledgment may be taken:

"by means of an interactive two-way audio and video communication that meets the standards adopted by the secretary of state under Section 406.107 of the Government Code."

The undersigned notary affirms compliance with all applicable Texas laws and standards for electronic and remote notarization.

Notary Public Signature: 

My commission expires: **08/16/2029**

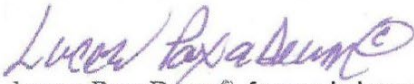


CERTIFICATE OF SERVICE

TO: Aaron Wilkerson – Attorney at Law, Cause No. 25-208-DCCV-27862 **132ND JUDICIAL DISTRICT COURT**, Scurry County, Texas, **Certified Mail No. 9589 0710 5270 2397 4199 74**

I, **Lucez PaxaDeum®**, Trustee of **Sojourn Bequest Irrevocable Trust**, hereby certify that on or about the **12TH DAY OF DECEMBER 2025**, a true and correct copy of the foregoing *Invoice for Performance of Obligation* was personally delivered into the custody of the Clerk of the **132ND JUDICIAL DISTRICT COURT**, Scurry County, Texas for filing and entry into the public record of Cause No. 25-208-DCCV-27862.

Respectfully Tendered,


Lucez PaxaDeum®, formerly known as Lane Lee Bowers, Petitioner, Trustee,
Sojourn Bequest Irrevocable Trust,
for Sundual Reparations Irrevocable Trust

C.C. – Cause No. 25-208-DCCV-27862 **132ND JUDICIAL DISTRICT COURT**, Scurry County, Texas

December 16, 2025, Opposition to Rule 91a Motion to Dismiss
Cause No. 25-208-DCCV-27862

EXHIBIT G

SRIT Receivables Ledger – as of December 3, 2025

Trust: Sundual Reparations Irrevocable Trust (SRIT)

Purpose: Itemized Corpus of Perfected Receivables

SRIT Account #	Obligor Name	Amount (USD)	Notice of Default	Perfection Date	Petition Reference
SRIT-1	ZACHORY TYLER CARTER	\$1,111,509,765	Nov 14, 2024	Feb 14, 2025	25-208-DCCV-27862
SRIT-2	SHANE ALLEN RACKLEY	\$1,111,509,765	Nov 14, 2024	Feb 14, 2025	25-208-DCCV-27862
SRIT-3	VANCE WRIGHT LISTWAN	\$1,111,509,765	Nov 14, 2024	Feb 14, 2025	25-208-DCCV-27862
SRIT-4	RYAN CLAY REEVES	\$1,111,509,765	Nov 14, 2024	Feb 14, 2025	25-208-DCCV-27862
SRIT-5	MIKE ADAM COUNTS	\$1,111,509,765	Nov 14, 2024	Feb 14, 2025	25-208-DCCV-27862
SRIT-6	ELIAS VASQUES TORRES	\$1,111,509,765	Nov 14, 2024	Feb 14, 2025	25-208-DCCV-27862
SRIT-7	STEPHANIE DUCHENEAUX	\$1,111,509,765	Nov 14, 2024	Feb 14, 2025	25-208-DCCV-27862
SRIT-8	JEFFERY JOHN CASWELL	\$1,111,509,765	Nov 14, 2024	Feb 14, 2025	25-208-DCCV-27862
SRIT-9	ANGELA RENE BLAIR	\$1,111,509,765	Nov 14, 2024	Feb 14, 2025	25-208-DCCV-27862
SRIT-10	BRAD SCOTT OVERCASH	\$1,111,509,765	Nov 14, 2024	Feb 14, 2025	25-208-DCCV-27862
SRIT-11	BECKI LASHAI GREEN	\$1,111,509,765	Nov 14, 2024	Feb 14, 2025	25-208-DCCV-27862
SRIT-12	RUSTIN DAVID WEBB	\$1,111,509,765	Nov 14, 2024	Feb 14, 2025	25-208-DCCV-27862
SRIT-22	DAVID SCOTT BROWN	\$1,111,509,765	Nov 14, 2024	Feb 14, 2025	25-208-DCCV-27862
SRIT-31	SARAH ANN JAMISON	\$1,500,000	Nov 14, 2024	Feb 14, 2025	25-208-DCCV-27862

Accounts Continue on Page 2.

Autograph: Diagonally across affixed stamp (lower-left to upper-right) Executed on this **11th Day of December 2025**, on the Land and Soil of the Texas Republic Authorized Signature of Living Principal

December 16, 2025, Opposition to Rule 91a Motion to Dismiss
Cause No. 25-208-DCCV-27862

EXHIBIT G

 **SRIT Receivables Ledger – as of December 3, 2025**

SRIT-32	TIMOTHY CARSON MATTHIES	\$1,500,000	Nov 14, 2024	Feb 14, 2025	25-208-DCCV-27862
SRIT-33	WILLIAM 'BILL' BADGER ROBERTSON	\$1,500,000	Nov 14, 2024	Feb 14, 2025	25-208-DCCV-27862
SRIT-34	JULIAN ROMAN DOMINGUEZ	\$1,500,000	Nov 14, 2024	Feb 14, 2025	25-208-DCCV-27862
SRIT-35	JERRY LEE WEBB	\$1,500,000	Nov 14, 2024	Feb 14, 2025	25-208-DCCV-27862
SRIT-36	RALPH L HERNANDEZ	\$1,500,000	Nov 14, 2024	Feb 14, 2025	25-208-DCCV-27862
SRIT-44	CITY OF SNYDER Inc	\$1,111,509,765	Nov 14, 2024	Feb 14, 2025	25-208-DCCV-27862
SRIT-55	CITY OF SNYDER MUNICIPAL COURT	\$800,000	Nov 14, 2024	Feb 14, 2025	25-208-DCCV-27862
SRIT-71	HUMBERTO GIL LUMBRERAS	\$1,111,509,765	May 17, 2025	May 17, 2025	25-208-DCCV-27862
SRIT-72	AUSTIN A BLEESS	\$1,111,509,765	May 17, 2025	May 17, 2025	25-208-DCCV-27862
SRIT-73	CHARLES 'BO' RILEY JOSEPH	\$1,111,509,765	May 17, 2025	May 17, 2025	25-208-DCCV-27862
SRIT-74	ATUL LAXMICHAND POLADIA	\$1,111,509,765	May 17, 2025	May 17, 2025	25-208-DCCV-27862
SRIT-77	TEXAS MUNICIPAL LEAGUE	\$1,111,509,765	May 17, 2025	May 17, 2025	25-208-DCCV-27862
SRIT-81	MELODY ANN APPLETON	\$21,128,485,535	Feb 14, 2025	May 15, 2025	25-208-DCCV-27862
SRIT-82	DANIEL RAYMOND HICKS JR.	\$21,128,485,535	Feb 14, 2025	May 15, 2025	25-208-DCCV-27862
SRIT-83	MICHAEL W. HARTMAN	\$21,128,485,535	Feb 14, 2025	May 15, 2025	25-208-DCCV-27862
SRIT-88	SCURRY COUNTY RECORDS OFFICE	\$21,128,485,535	Feb 14, 2025	May 15, 2025	25-208-DCCV-27862
SRIT-90	Aaron Matthew Wilkerson	\$ 105,641,627,675	Dec 3, 2025	Dec 3, 2025	25-208-DCCV-27862

This ledger represents the complete and perfected record of unrebutted obligations entered into the public and judicial record of **Cause No. 25-208-DCCV-27862**. All obligors listed are subject to perfected default and joinder per unrebutted terms of the **COUNTERCLAIM** dated **September 27, 2024**.

Autograph: Diagonally across affixed stamp (lower-left to upper-right) Executed on this **11th Day of December 2025**, on the Land and Soil of the Texas Republic Authorized Signature of Living Principal.

EXHIBIT G

 **SRIT Receivables Ledger – as of December 3, 2025**

Total Receivables Enforceable Under This Ledger: \$ 211,283,255,350.00 USD

Executed this **11th Day of December 2025**, on the *Land and Soil* of the Republic of Texas.

 L.S.

Lucez PaxaDeum[®], formerly known as Lane Lee Bowers, TRUSTEE

For Sojourn Bequest Irrevocable Trust (SBIT) On Behalf of Sundual Reparations Irrevocable Trust (SRIT)
Living Man, in propria persona, sui juris, nunc pro tunc, ab initio, All rights Are Reserved – Without Prejudice

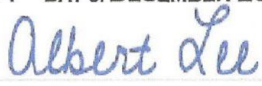
Notary Acknowledgment

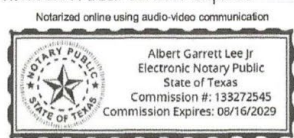
STATE OF TEXAS
COUNTY OF HARRIS

Before me, **Albert Garrett Lee Jr.** personally stood **Lucez PaxaDeum**[®], TRUSTEE w for Sojourn Bequest Irrevocable Trust (SBIT) On Behalf of Sundual Reparations Irrevocable Trust (SRIT) who proved to me on the basis of satisfactory evidence to be the man whose autograph is subscribed hereon acknowledging to me that he executed the same in his legally authorized capacity, and that by his autograph the person, or the entity upon behalf of which he acted, knowingly executed the instrument.

Furthermore, I certify under penalty of perjury subject to the laws of the STATE OF TEXAS and those of the UNITED STATES that the foregoing paragraph is true and correct.

On this **11TH DAY of DECEMBER 2025**, witness my hand and official commission seal which expires **08/16/2029**

Signature 
Notary Public, State of Texas



USPS Stamp Affixed and Cancelled By AUTOGRAPH.
Banded Presentation Executed Under Authority of:
* - Public Law 83-501, 68 Stat. 25 (*Federal Reserve Act § 16*)
* - Public Law 88-243, 78 Stat. 236 (*UCC Adoption*)
* - UPU Article III (*International Postal Treaty*)
Establishes Lawful Notice, Secured Transmission, and Fiduciary Liability.
All Rights Explicitly Reserved in Perpetuity - Without Prejudice.


10^c
SA

Autograph: *Diagonally across affixed stamp (lower-left to upper-right) Executed on this 11th Day of December 2025, on the Land and Soil of the Texas Republic Authorized Signature of Living Principal.*

EXHIBIT H

TREATISE ON THE GOOD-FAITH OLIVE BRANCHES OFFERED BY CLAIMANT AND THE WILLFUL DISHONOR OF ALL NAMED OBLIGORS

I. INTRODUCTION

This treatise memorializes the Claimant's unwavering commitment to honor, lawful remedy, and peaceful resolution in connection with the perfected administrative process giving rise to Cause No. 25-208-DCCV-27862. It documents the numerous good-faith opportunities tendered to various Respondents, public servants, and private parties, offering them lawful paths to settlement prior to the finalization of perfected default judgments.

Despite the formal, respectful, and lawful nature of these *Olive Branches*, not one was accepted, rebutted, or acted upon. The record that follows establishes unequivocally that all named parties were afforded ample opportunity to cure, escape liability, and preserve their own honor. Their collective silence, dishonor, and evasion stand in stark contrast to the Claimant's consistent posture of good faith.

II. PHILOSOPHICAL AND LEGAL BASIS FOR *Olive Branches*

In the spirit of both equity and due process, the Claimant, acting in propria persona, sui juris, acknowledged that many of the actions taken by public actors may have occurred under *misapprehensions of law, legal ignorance, or systemic institutional coercion*. With this awareness, the Claimant refrained from immediately advancing prosecution or enforcement of claims, instead initiating a principled, non-adversarial path to remedy.

These **individualized *Olive Branch* NOTICES** outlined:

- *The nature of the controversy;*
- *The specific action(s) by the party giving rise to obligation;*
- *A lawful opportunity to resign, rescind, or otherwise withdraw from the controversy;*
- *Conditional release from the Sum Certain damages attached by perfected default;*
- *A clear deadline and required method of response.*

This approach not only satisfied commercial due process and notice requirements but reflected the Claimant's deliberate intent to operate as a peaceful, informed **American Civilian** seeking truth, not vengeance.

III. OVERVIEW OF INDIVIDUALIZED *Olive Branch* OFFERS

Between **January 10th** and **14th** 2025, public-facing *Olive Branch* pages were created and published on **ResJudicataClaim.com**, each uniquely tailored to the party's role in the controversy. These public offers were lawful in substance and procedure, and have remained accessible since publication:

1. **CITY OF SNYDER Inc. Council Members**
ResJudicataClaim.com/Option-3-CITY-OF-SNYDER-Inc
2. **Peace Officers**
ResJudicataClaim.com/Option-3-ZachoryTylerCarter
ResJudicataClaim.com/Option-3-ShaneAllenRackley
ResJudicataClaim.com/Option-3-VanceWrightListwan
ResJudicataClaim.com/Option-3-RyanClayReeves
ResJudicataClaim.com/Option-3-RustinWebb
ResJudicataClaim.com/Option-3-MikeAdamCounts

EXHIBIT H

TREATISE ON THE GOOD-FAITH OLIVE BRANCHES OFFERED BY CLAIMANT AND
THE WILLFUL DISHONOR OF ALL NAMED OBLIGORS

3. CITY OF SNYDER Inc. administrative and enforcement personnel

ResJudicataClaim.com/Option-3-BradScottOvercash

ResJudicataClaim.com/Option-3-BeckiLashaiGreen

ResJudicataClaim.com/Option-3-JefferyJohnCaswell

ResJudicataClaim.com/Option-3-AngelaReneBlair

ResJudicataClaim.com/Option-3-StephanieDucheneaux

ResJudicataClaim.com/Option-3-EliasVasquesTorres

4. David Scott Brown, (Lubbock Wrecker Service Inc.)

ResJudicataClaim.com/Option-3-DavidScottBrown

5. Scurry County Records Office, and Officials

Melody Ann Appleton, (Clerk)

Daniel Raymond Hicks Jr. (Judge)

Michael W. Hartman (District Attorney)

ResJudicataClaim.com/Chronological-Record-Part-5-Clerk-DENIAL-FRAUD-Accusation-December-6-2024-July-10-2025.pdf

*Offer to release the **named parties of Scurry County** was extended (see page 28), yet the lawful recording of the Affidavit of Obligation/Claim of Lien was refused, void of legal justification.*

(NOTE: All letters beyond the .com/ are case sensitive and must be entered as shown)

IV. EXAMPLES OF GOOD FAITH AND EQUITY

- **David Scott Brown** was offered three separate opportunities to cure his obligation, the final of which included a conditional settlement agreement requiring monthly payments of \$15,000.00 to the Trust for the remainder of his life — a substantial reduction from the perfected Sum Certain of \$1.1 billion — in exchange for full release from obligation. *He declined all offers.*
- **CITY OF SNYDER Inc. Officials** were invited to cure their administrative overreach by rescinding their positions or contractual obligations. *Silence followed.*
- **Scurry County Clerk Melody Ann Appleton, County Judge Daniel R. Hicks Jr., and District Attorney Michael W. Hartman** willfully refused—*without any lawful justification*—to perform their ministerial duty to record a lawful *Affidavit of Obligation/Claim of Lien*, despite being provided multiple good-faith opportunities to do so without resistance or controversy. Their repeated dishonor of these offers ultimately secured their joinder to the perfected administrative claim and personal liability thereunder.

V. LEGAL AND EQUITABLE IMPLICATIONS OF DISHONOR

The evidentiary record now reflects:

1. *All parties were **lawfully** and timely noticed;*
2. *All offers were made in **good faith** and without coercion;*

EXHIBIT H

**TREATISE ON THE GOOD-FAITH OLIVE BRANCHES OFFERED BY CLAIMANT AND
THE WILLFUL DISHONOR OF ALL NAMED OBLIGORS**

3. *All deadlines were **generous**, clear and documented;*
4. *All parties **defaulted by silence or nonperformance**.*

Silence is acquiescence.

In equity, under the Uniform Commercial Code (UCC), the Administrative Procedure Act (APA), and under
Maxims of Law:

"Equity aids the vigilant, not those who slumber on their rights."

"He who comes into equity must come with clean hands."

VI. CONCLUSION: HONOR MAINTAINED, JUSTICE DEMANDED

This Treatise establishes that the Claimant, acting in truth and good faith, made every effort to settle these matters lawfully and peacefully.

- *No party may now claim lack of notice or due process.*
- *The record is perfected.*
- *Their dishonor is self-evident.*

The administrative record stands **lawfully un rebutted, binding, and res judicata by operation of law.**

The Claimant shall continue to stand—not only for his own rights but for the foundational principles of truth, accountability, and proper application of law in a free Republic, as one of this Nation's Posterity.

"The truth is not what I say it is; the truth is what stands the test of experience."

— Albert Einstein

So let the record reflect:

Honor was offered.

It was declined.

The law must now proceed.

Further this Author Sayeth Naught,

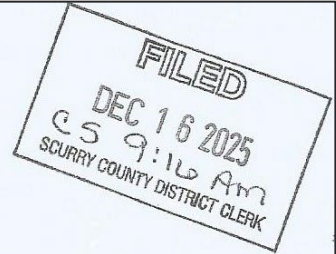
 L.S.

Lucez PaxaDeum®, formerly known by and styled as Lane Lee Bowers

Clerk NOTICE and Instructions

To the Attention of: *Lana C Warr*

Clerk of the 132ND DISTRICT COURT, Scurry County, Texas



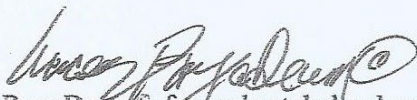
This filing is presented with full respect for the lawful process and with the expectation of **proper and timely docketing**. The following instructions are respectfully tendered to ensure **correct handling and accurate recording** of all accompanying documents:

1. **Docket the enclosed Opposition to Rule 91a Motion to Dismiss and supporting EXHIBITS A - H** under the existing **Cause No. 25-208-DCCV-27862**.
2. Ensure that all **EXHIBITS** referenced therein are entered into the public record of the above-referenced cause and indexed accordingly.
3. This filing is responsive to Respondents counsel filing of **Motion to Dismiss**. It includes additional judicial notice and *legal clarification necessary for fair and impartial adjudication*.
4. The enclosed documents have been notarized and executed in proper form. Please scan and upload all pages without omission.
5. **EXHIBITS E and F** (the Direct Letter and Invoice to Attorney **Aaron Matthew Wilkerson**) are *not presented for adjudication* but included strictly for **judicial notice** and evidentiary context concerning **counsel's voluntary joinder to the perfected administrative process**.
6. **EXHIBIT G**, titled *SRIT Receivables Ledger – December 2025*, is provided for reference only, as the authenticated and notarized ledger was already entered into the record on **May 16, 2025**. This updated version is included for informational continuity and does not replace the prior filing.

Respectfully tendered in accordance with lawful process and the fiduciary obligations of this Court.

Thank you for your diligence in service.

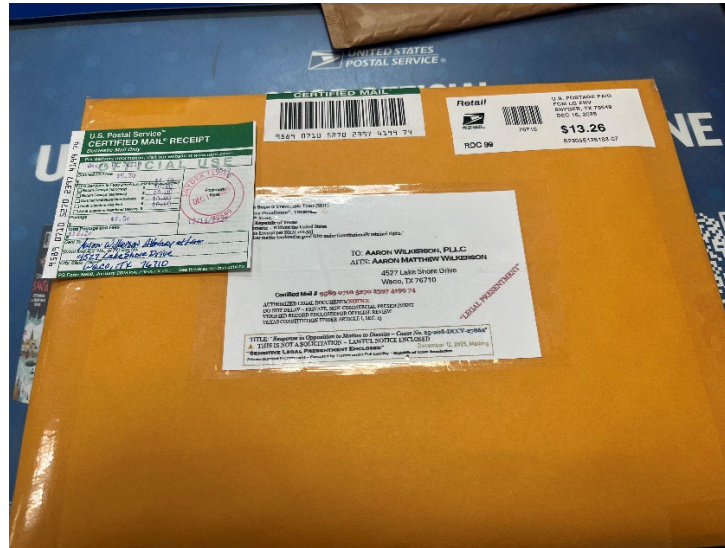
Respectfully,


Lucez PaxaDeam[®], formerly styled as Lane Lee Bowers,
TRUSTEE, Sojourn Bequest Irrevocable Trust (SBIT)
For Sundual Reparations Irrevocable Trust (SRIT)

in propria persona, sui juris, nunc pro tunc, ab initio, All Rights Reserved – Without Prejudice

December 16, 2025, Opposition to Rule 91a Motion to Dismiss
Cause No. 25-208-DCCV-27862

This Opposition to 91(a) Motion to Dismiss was *Hand Delivered* to the 132nd District Court December 16, 2025, The COPIES of Opposition were delivered via USPS as follows as Proof of Service.



Tracking Number:
9589071052702397419974

Copy Add to Informed Delivery

Latest Update

Your item arrived at our USPS facility in NEW YORK NY DISTRIBUTION CENTER on March 4, 2026 at 6:01 pm. The item is currently in transit to the destination.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Moving Through Network

- Arrived at USPS Regional Facility**
NEW YORK NY DISTRIBUTION CENTER
March 4, 2026, 6:01 pm
- In Transit to Next Facility**
January 27, 2026
- Departed USPS Regional Facility**
OKLAHOMA CITY OK DISTRIBUTION CENTER
January 22, 2026, 7:53 am
- Arrived at USPS Regional Facility**
OKLAHOMA CITY OK DISTRIBUTION CENTER
January 21, 2026, 12:19 pm
- Vacant**
WACO, TX 76710
January 12, 2026, 8:44 am
- Arrived at USPS Regional Facility**
FORT WORTH TX DISTRIBUTION CENTER
January 11, 2026, 1:51 pm
- Arrived at USPS Regional Destination Facility**
COPPELL TX DISTRIBUTION CENTER
January 11, 2026, 12:25 am
- Unclaimed/Being Returned to Sender**
WACO, TX 76702
January 8, 2026, 2:35 pm
- Reminder to Schedule Redelivery of your item**
December 25, 2025

Reminder to Schedule Redelivery of your Item
December 25, 2025

Notice Left (No Authorized Recipient Available)
WACO, TX 76710
December 20, 2025, 2:44 pm

Redelivery Scheduled for Next Business Day
WACO, TX 76710
December 19, 2025, 2:57 pm

Departed USPS Regional Facility
FORT WORTH TX DISTRIBUTION CENTER
December 18, 2025, 8:58 pm

Arrived at USPS Regional Facility
FORT WORTH TX DISTRIBUTION CENTER
December 18, 2025, 7:28 am

Arrived at USPS Regional Destination Facility
COPPELL TX DISTRIBUTION CENTER
December 18, 2025, 1:26 am

Departed Post Office
SNYDER, TX 79549
December 17, 2025, 6:43 am

USPS in possession of item
SNYDER, TX 79549
December 16, 2025, 9:06 am


[Hide Tracking History](#)

December 16, 2025, Opposition to Rule 91a Motion to Dismiss
Cause No. 25-208-DCCV-27862

There were assigned two **Public Servant Designated Witnesses** to the documents that were placed before the court in this matter which are the following documents.

RE: NOTICE OF CONSTITUTIONAL, ADMINISTRATIVE, AND JUDICIAL IRREGULARITIES

Date: **December 13, 2025**

Sojourn Bequest Irrevocable Trust (SBIT)
c/o **Lucez PaxaDeum**[®], Trustee 
2511 26th Street
Snyder, **Republic of Texas**
Non-Domestic – Without the U.S.
[Zip Code Exempt DMM 122.32]

“First-class matter tendered in good faith under Constitutionally retained rights.”

TO:

Hon. Warren Kenneth Paxton Jr.
Attorney General of Texas,
Office of the Attorney General
P.O. Box 12548
Austin, Texas 78711-2548

Certified Mail No.: 9589 0710 5270 2118 2204 83

AND

Hon. Pamela Bondi
Attorney General of the United States
United States Department of Justice,
950 Pennsylvania Avenue, NW
Washington, DC 20530

Certified Mail No.: 9589 0710 5270 2397 4199 67

RE: NOTICE OF CONSTITUTIONAL, ADMINISTRATIVE, AND JUDICIAL IRREGULARITIES

Cause No. 25-208-DCCV-27862 – 132nd DISTRICT COURT, Scurry County, Texas

Enclosure: Enclosures:

1. **Certified Copy** – *Opposition to Rule 91a Motion to Dismiss and Notice of Invoice and Joinder Liability of Respondent’s Counsel*
2. **USB Archive** – *Complete Set of Court Filings and Exhibits (May 16, 2025 – Present)*

Honorable Attorneys General:

This correspondence is respectfully tendered for the purpose of being a witness to these ministerial proceedings under Cause No. **25-208-DCCV-27862 – 132nd DISTRICT COURT, Scurry County, Texas** and

**RE: NOTICE OF CONSTITUTIONAL, ADMINISTRATIVE, AND JUDICIAL
IRREGULARITIES**

intended for your awareness within the constraints of **lawful notice, constitutional transparency, and preservation of the public trust.**

Enclosed is a certified copy of the *Opposition to Rule 91a Motion to Dismiss and Notice of Invoice and Joinder Liability of Respondent's Counsel*, along with a complete digital archive (USB format) of filings to date in the above-referenced cause.


This matter centers on a **fully perfected administrative record**, as of February 14, 2025, and being executed in accordance with law, which remains *unrebutted* and stands *res judicata* by operation of law. The record further evidences potential misconduct under color of law, raising substantial concern as to:

- **Denial** of procedural due process;
- **Breach** of ministerial judicial duty;
- **Suppression** and/or **interference** with a perfected administrative procedure and the lawful commercial record of the same;
- **Potential** civil rights violations under the **Administrative Procedure Act** and the **Civil Rights Act of 1871**, contingent upon the **132ND DISTRICT COURT'S** fulfillment or failure of its ministerial duty.

This notice is tendered in **good faith** to ensure that your offices are aware of the nature, posture, and potential implications of the proceeding, **should oversight or lawful inquiry become necessary** to ensure proper adherence to the **rule of law**, the **Constitutional secure and guaranteed rights of this Trustee**, and the **public interest**.

This correspondence is tendered **without waiver, without prejudice, and with full reservation of all rights.**

Respectfully tendered, this 13TH DAY OF DECEMBER 2025

 L.S.
Lucez PaxaDeum®, formerly known and styled as Lane Lee Bowers,
TRUSTEE, Sojourn Bequest Irrevocable Trust (SBIT)
For Sundual Reparations Irrevocable Trust (SRIT)
in propria persona, sui juris, nunc pro tunc, ab initio,
All Rights Reserved – Without Prejudice

◆ USB NOTICE ENCLOSURE – OFFICIAL LEGAL PRESENTMENT ◆

Cause No. 25-208-DCCV-27862 IN THE 132ND JUDICIAL DISTRICT COURT, Scurry County, Texas

This USB drive labeled “**SBIT-Opposition**” is tendered as a verified legal presentment under full liability by the TRUSTEE of the Sojourn Bequest Irrevocable Trust (SBIT) It contains constitutional, administrative, and perfected commercial records, lawfully filed in the above-referenced cause.

Included Folders:

- ▶ **December 12, 2025** – Opposition to Rule 91a Motion to Dismiss
- ▶ **June 26, 2025** – Second SUPPLEMENT to PETITION FOR ENFORCEMENT
- ▶ **May 25, 2025** – First SUPPLEMENT to PETITION FOR ENFORCEMENT
- ▶ **May 16, 2025** – PETITION FOR ENFORCEMENT OF PERFECTED PRIVATE REMEDY

📄 STATUTORY AUTHORITY FOR PRESENTMENT:

This device and its contents are delivered in fulfillment of lawful notice and due process protections, constituting constructive service upon the Attorney General of Texas and the Attorney General of the United States, as Witnesses to the record.

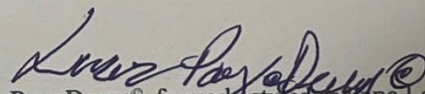
Said record implicates substantial procedural violations, administrative overreach, and refusal to uphold fiduciary and ministerial duties by public actors under color of law. This USB constitutes lawful NOTICE in anticipation of oversight, investigation, or lawful intervention.

- **Procedural Due Process** - U.S. Constitution, *Amendment V* (1791), and *Amendments XIV, 16 Stat. 140, § 1, Act of July 9, 1868*
- **Civil Rights Act of 1871** (Ku Klux Klan Act) *17 Stat. 13, § 1, Act of April 20, 1871, (42 U.S.C. § 1983)*
- **Administrative Procedure Act**, *60 Stat. 237, Act of June 11, 1946, (5 U.S.C. § 551 et seq.)*
- **Mandamus Statute**, *76 Stat. 744, Act of October 5, 1962, (28 U.S.C. § 1361)*



All originals remain under private custodial seal.

This device is sealed and conveyed under private trust authority.



Lucez PaxaDeum[®], formerly styled as Lane Lee Bowers, L.S.
TRUSTEE, Sojourn Bequest Irrevocable Trust (SBIT)
For Sundual Reparations Irrevocable Trust (SRIT)
in propria persona, sui juris, nunc pro tunc, ab initio,


All Rights Reserved – Without Prejudice

December 16, 2025, Opposition to Rule 91a Motion to Dismiss
Cause No. 25-208-DCCV-27862



December 16, 2025, Opposition to Rule 91a Motion to Dismiss Cause No. 25-208-DCCV-27862

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to: <i>Ken Paxton, Attorney General of Texas</i> <i>PO BOX 12548</i> <i>Austin, Texas 78711-2548</i></p>  <p>9590 9402 9306 4295 0671 91</p>	<p>3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery (0)</p>
<p>2. Article Number (Transfer from service label) 9589 0710 5270 2118 2204 83</p>	
PS Form 3811, July 2020 PSN 7530-02-000-9053	Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X <i>Eric Lassak</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery <i>DEC 23 2025</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to: <i>United States Department of Justice</i> <i>US Attorney General, Pamela Benski</i> <i>950 Pennsylvania Avenue, NW</i> <i>Washington, DC 20530</i></p>  <p>9590 9402 7612 2122 4529 23</p>	<p>3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery (0)</p>
<p>2. Article Number (Transfer from service label) 9589 0710 5270 2397 4199 67</p>	
PS Form 3811, July 2020 PSN 7530-02-000-9053	Domestic Return Receipt

SNYDER
1701 24TH ST
SNYDER, TX 79549-9998
www.usps.com

12/16/2025 09:08 AM

TRACKING NUMBERS
9589 0710 5270 2397 4199 67
9589 0710 5270 2118 2204 83
9589 0710 5270 2397 4199 74

TRACK STATUS OF ITEMS WITH THIS CODE (UP TO 25 ITEMS)



TRACK STATUS BY TEXT MESSAGE
Send tracking number to 26777 (2USPS)
Standard message and data rates may apply

TRACK STATUS ONLINE
Visit <https://www.usps.com/tracking>
Text and e-mail alerts available

PURCHASE DETAILS

Product	Qty	Unit Price	Price
First-Class Mail® Large Envelope	1		\$2.17
Washington, DC 20530			
Weight: 0 lb 2.40 oz			
Estimated Delivery Date			
Mon 12/22/2025			
Certified Mail®			\$5.30
Tracking #:			
9589 0710 5270 2397 4199 67			
Return Receipt			\$4.40
Tracking #:			
9590 9402 7612 2122 4529 23			
Total			\$11.87
First-Class Mail® Large Envelope	1		\$2.17
Austin, TX 78711			
Weight: 0 lb 2.30 oz			
Estimated Delivery Date			
Mon 12/22/2025			
Certified Mail®			\$5.30
Tracking #:			
9589 0710 5270 2118 2204 83			
Return Receipt			\$4.40
Tracking #:			
9590 9402 9306 4295 0671 91			
Total			\$11.87
First-Class Mail® Large Envelope	1		\$3.56
Waco, TX 76710			
Weight: 0 lb 7.90 oz			
Estimated Delivery Date			
Sat 12/20/2025			
Certified Mail®			\$5.30
Tracking #:			
9589 0710 5270 2397 4199 74			
Return Receipt			\$4.40
Tracking #:			
9590 9402 7612 2122 4529 54			
Total			\$13.26
Grand Total:			\$37.00
Debit Card Remit			\$37.00
Card Name: MasterCard			
Account #: XXXXXXXXXXXX5214			
Approval #			
Transaction #: 651			

**December 16, 2025, Opposition to Rule 91a Motion to Dismiss
Cause No. 25-208-DCCV-27862**

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Aaron Wilkerson on behalf of Aaron Wilkerson
Bar No. 24047104
aaron@wilkersonpllc.com
Envelope ID: 108608734
Filing Code Description: Proposed Order
Filing Description:
Status as of 12/23/2025 4:51 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Aaron Wilkerson		aaron@wilkersonpllc.com	12/2/2025 11:48:05 AM	SENT
Aaron Wilkerson		aaron@wilkersonpllc.com	12/2/2025 11:48:05 AM	SENT
Aaron Wilkerson		aaron@wilkersonpllc.com	12/2/2025 11:48:05 AM	SENT
Aaron Wilkerson		aaron@wilkersonpllc.com	12/2/2025 11:48:05 AM	SENT

December 16, 2025, Opposition to Rule 91a Motion to Dismiss
Cause No. 25-208-DCCV-27862



Terry Hanshew
Court Reporter
Phone (325)573-7766

Borden County Courthouse
117 E. Wassom
Gail, Texas 79738

Kayla Witte
Court Coordinator
Phone (325)573-5371

Dana W. Cooley
DISTRICT JUDGE 132ND JUDICIAL DISTRICT
SCURRY AND BORDEN COUNTIES

Scurry County Courthouse
1806 25TH Street, Ste. 404
Snyder, Texas 79549

NOTICE OF COURT PROCEEDING

Re: Cause No. 25-208-DCCV-27862; LANE LEE BOWERS VS. ZACHORY TYLER
CARTER, ET AL; in the 132nd Judicial District Court of Scurry County, Texas

The Court has scheduled the above referenced cause for hearing on the date and time listed below. This court proceeding will take place in the district courtroom of the Scurry County courthouse located at 1806 25th Street, Snyder, Texas 79549. Evidence will be submitted according to The Texas Rules of Evidence, The Texas Code of Civil Procedure and The Texas Code of Criminal Procedure. If you have any questions regarding this setting, please do not hesitate to contact me at your convenience.

Date of Notice:	December 3, 2025
Date of Hearing:	Tuesday, December 23, 2025
Time Case Set:	4:00 PM
Type of Hearing:	Rule 91(A) Motion to Dismiss

xc:

Aaron Wilkerson – Attorney at Law
4527 Lake Shore Drive
Waco, Texas 76710
Via efile

Lane Bowers – Pro se
2511 26th Street
Snyder, Texas 79549
Via USPS

****This case will be heard by submission, not in person.**