

*NOT FOR PUBLICATION*

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF CALIFORNIA**

In re: ) Misc. File No. 20-102  
 )  
 Named Involuntary Petitioner )  
 )  
 STEVEN DEON TURNER )

**ORDER AND DECISION TO OPEN A BANKRUPTCY FILE  
FOR STEVEN DEON TURNER,  
ASSIGNMENT OF MISCELLANEOUS FILE NUMBER  
AND  
SCHEDULING OF SUPPLEMENTAL PLEADINGS  
TO BE FILED BY MR. TURNER**

Steven Deon Turner, Jr. ("Mr. Turner"), whose address is stated to be c/o California Correctional Institution, 48-B2-C-110, PO Box 1031, Tehachapi,, California, has delivered to the court one Official Bankruptcy Form 105 Involuntary Bankruptcy Petition ("Form 105").<sup>1</sup> The

<sup>1</sup> On January 13, 2020, the court received from Mr. Turner a duplicate copy of the Form 105 documents which had been received on December 12, 2019. The duplicate copies included a cover letter, which indicated that Mr. Turner was concerned that he had not received confirmation that his Form 105 was filed. In the cover letter Mr. Turner notifies the court:

[I] have not received a notice that my petition was received, filed or pending. Due to its nature, if this court do [sic] not respond in the next 13 days, I will proceed to the next level for judicial review.

As is apparent from the depth of review provided in this Order and Decision, Mr. Turner's Form 105 and the detailed, multiple pages in support, were not being ignored, but were having to be addressed as part of the matters before this court the last half of December 2019 and the into the New Year. Complicating the review is the fact that the court is understaffed by there being an unfilled judicial vacancy, with cases having to be reassigned to the other judges.

1 Form 105 names the person targeted as the bankruptcy debtor to be William Joe Sullivan (the  
2 “Form 105 Target”), California Correctional Institution, PO Box 1031, Tehachapi, California, for the  
3 involuntary bankruptcy case that Mr. Turner seeks to commence.

4 The court has determined that filing the Form 105 as an involuntary petition and commencing  
5 an involuntary bankruptcy case is improper for at least two reasons. First, Mr. Turner has not paid  
6 the required filing fee. As discussed below Mr. Turner has purported to have “paid” the filing fee  
7 by providing the court with a document he identifies as his personal “bond” to ensure payment. An  
8 involuntary petitioner providing his personal promise to pay the fee does not satisfy the statutory  
9 obligation to pay the fee.

10 Second, Mr. Turner does not appear to have standing to commence an involuntary bankruptcy  
11 case against the Form 105 Target. Though Mr. Turner states that he is owed Forty Million Dollars,  
12 \$40,000,000.00, by the Form 105 Target for a variety of alleged wrongs, none appear to provide the  
13 necessary “claim against such person [the Form 105 Target] that is not contingent as to liability or  
14 the subject of a *bona fide* dispute as to liability or amount.” 11 U.S.C. § 303(b). As discussed below,  
15 while Mr. Turner lists a series of perceived wrongs and a private demand procedure he created by  
16 which he asserts the Form 105 Target admits to all liability and waives his Due Process rights,  
17 thereby giving Mr. Turner a statutory lien (for which no statutory authority is provided), the court  
18 cannot identify any noncontingent, not subject to *bona fide* dispute obligation of the Form 105 Target  
19 to Mr. Turner.

20 From the Form 105 and attachments, it appears that Mr. Turner has sought to short-circuit the  
21 process of presenting asserted rights by filing a complaint in either the United States District Court  
22 or the California Superior Court for adjudication. Rather, he asserts the right to use the limited  
23 jurisdiction bankruptcy process to assert a presumption of an obligation and document such

24  
25 The court has now been able to conclude its review and provides this Order and Decision.  
26 The issuance of this Order and Decision has not been prompted by the statement that Mr. Turner  
27 will “proceed to the next [unidentified] level for judicial,” but because the court has been able to  
28 conclude its detailed review of the issues and documents presented by Mr. Turner as part of the  
court fulfilling its judicial obligation in reviewing the Form 105 and to provide Mr. Turner with  
an informed ruling.

1 obligation. The involuntary bankruptcy process is not an alternative method of trial to bypass the  
2 Federal and State trial courts.

3 Additionally, an essential portion of what is asserted and relief sought is Mr. Turner's release  
4 from incarceration from the California penal system. This necessarily would require a bankruptcy  
5 judge to determine whether a state court criminal conviction is void. Such determination and relief  
6 is clearly outside of the grant of federal jurisdiction pursuant to 28 U.S.C. § 1334 that may be  
7 exercised by bankruptcy judges.

8 To afford Mr. Turner access to the federal court and assert any claim that satisfies the  
9 requirements of 11 U.S.C. § 303 and the Constitutional requirement of standing, the court opens a  
10 Miscellaneous file in the name of Mr. Turner, in which the Form 105 and any other documents will  
11 be docketed.

12 Additionally, the court affords Mr. Turner the opportunity to file supplemental pleadings  
13 addressing the fee and standing issues, and to provide the court with a showing that a sufficient claim  
14 exists for Mr. Turner to be a petitioning creditor. In filing supplemental pleadings, in addition to  
15 providing the necessary evidence (which complies with the Federal Rules of Evidence), for cases,  
16 statutes, or treatises cited, Mr. Turner shall quote the text itself of the statute, case, or treatise relied  
17 upon and cited to the court.

18 The court has endeavored to clearly identify those issues and points for which no legal  
19 authority has been identified. This should assist Mr. Turner in preparation of any supplemental  
20 materials.<sup>2</sup>

21  
22 **FEDERAL LAW GOVERNING COMMENCEMENT  
OF AN INVOLUNTARY BANKRUPTCY CASE**

23 Official Bankruptcy Form 105 has been adopted to be the required form for which creditors  
24 of a person may commence an involuntary bankruptcy case against such person. Congress has

---

25  
26 <sup>2</sup> The court having closely reviewed all of the documents filed by Mr. Turner, the court  
27 has included the summary of the review, the documents, and analysis in this Order. The court  
28 concluded that this was a better, more comprehensive way to document such review and have  
everything in one place for Mr. Turner and any other courts reviewing the Form 105 which  
Mr. Turner seeks to file.

1 enacted as part of the Bankruptcy Code the statutory basis and requirements for commencing an  
2 involuntary bankruptcy case. 11 U.S.C. § 303. As stated in COLLIER ON BANKRUPTCY, Sixteenth  
3 Edition, ¶ 303.01,

4 Filing an involuntary petition may have serious consequences for a debtor,  
5 nonpetitioning creditors and petitioning creditors. Therefore, it is not surprising that  
6 section 303 [11 U.S.C. § 303] is replete with details regarding involuntary filings,  
many of which safeguard against frivolous or malicious filings.

7 These consequences are much more significant and serious than the “mere” filing of a complaint  
8 against someone, causing the target of the involuntary petition rights and property to be immediately  
9 effected without the opportunity for prior hearing. *Id.* While Congress determined that such  
10 immediate consequences are warranted under the statutorily specified circumstances, the  
11 commencement of such a case in the court is subject to close review.<sup>3</sup>

12 As specified in 11 U.S.C. § 303(a) an involuntary bankruptcy case can be commenced only  
13 under Chapters 7 or 11 of the Bankruptcy Code. Here, on the Form 105 Mr. Turner has checked the  
14 box for an involuntary Chapter 7 bankruptcy case. Such a case is for the liquidation of the assets of  
15 the person who is placed in the involuntary bankruptcy case.

16 The fundamental requirements for an involuntary bankruptcy case to be commenced are  
17 specified in 11 U.S.C. § 303(b) and are summarized as follows:

---

18  
19 <sup>3</sup> An involuntary bankruptcy case is “commenced” by the filing of the involuntary  
20 petition. Some of the consequences of a bankruptcy case being commenced include: (1) creation  
21 of the automatic stay pursuant to 11 U.S.C. § 362(a) working as an injunction against the  
22 petitioning creditors and other third-parties of any act or actions against the person for whom the  
23 case has been commenced (and subjecting such third-parties to being held in contempt for such  
24 violations); (2) the automatic stay rendering void acts, actions, and transfers involving such  
25 third-parties; (3) imposition pursuant to 11 U.S.C. § 363 of restrictions, limitations, and statutory  
requirements for the use, sale, lease, or transfer of any property of the bankruptcy estate; and  
26 (4) creation of a bankruptcy estate pursuant to 11 U.S.C. § 541 that consists of all of the real and  
27 personal property of the person put into the involuntary bankruptcy case.

28 If such events are to be put in motion, *ex parte*, without notice or opportunity of the  
target of the involuntary bankruptcy petition to address until after the fact, it is not unreasonable  
that the Official Bankruptcy Form 105 documents appear to show that grounds exist for, and the  
person seeking to file the involuntary bankruptcy petition has standing to commence such federal  
case, such extraordinary relief/legal consequences.

1 An involuntary case against a person is commenced by the filing with the bankruptcy  
2 court of a petition under chapter 7 or 11 of this title –

3 (1) There must be at least three or more entities, each of which is either:

4 (a) a holder of a claim against such person that is not contingent as to liability  
5 or the subject of a *bona fide* dispute as to liability or amount, or an indenture  
6 trustee representing such a holder,

7 and

8 (b) if such noncontingent, undisputed claims aggregate at least \$ 16,750 more  
9 than the value of any lien on property of the debtor securing such claims held  
10 by the holders of such claims;

11 or

12 (2) if there are fewer than 12 such holders of claims or, excluding any employee or  
13 insider of such person and any transferee of a transfer that is voidable under section  
14 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, by one or more of such  
15 holders that hold in the aggregate at least \$ 16,750 of such claims; . . . .

16 Thus, for the involuntary case to be commenced, the court has to be presented with the involuntary  
17 petition that appears to meet the above conditions.

18 As discussed in COLLIER ON BANKRUPTCY, for there to be an involuntary bankruptcy petition  
19 filed and case commenced, the persons seeking the commencement of such involuntary case must  
20 be creditors holding “claims” (obligations) owed by the person whom they seek to put into  
21 bankruptcy. COLLIER ON BANKRUPTCY, SIXTEENTH EDITION, ¶ 303.09. While the term “claim” is  
22 broadly defined in 11 U.S.C. § 101(5), it must be based on a right to payment that is not contingent  
23 or subject to *bona fide* dispute as to liability or amount. 11 U.S.C. § 303(b)(1).

24 In discussing the requirement for there to be claims not in *bona fide* dispute, COLLIER ON  
25 BANKRUPTCY discusses the unique, and potentially abusive, impact of the involuntary case filing,  
26 and how it can be used abusively by someone not entitled to seek such relief. *Id.* ¶ 303.11.<sup>4</sup>

---

27 <sup>4</sup> The bankruptcy court in *In re William M. Risby, Petitioner*, 2008 WL 116701 (Bankr.  
28 W.D. Ark. 2008), provides a detailed discussion of the serious effect of the mere filing of an  
involuntary petition and the potential for misuse and abuse. The court incorporates in by this  
reference that very detailed discussion, rather than merely paraphrasing that decision. That  
discussion includes consideration of whether there appears to facially be a potential *bona fide*  
dispute as to the claim stated by the person seeking to commence the involuntary bankruptcy  
case.

As part of the Federal Rules of Bankruptcy Procedure adopted by the Supreme Court, Federal Rule of Bankruptcy Procedure 9011 requires and places on a party seeking to file any document with the court, in pertinent part, that:

[a] petition, pleading, written motion, or other paper, an attorney or unrepresented party is certifying that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances,--

(1) it is not being presented for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation;

(2) the claims, defenses, and other legal contentions therein are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law;

(3) the allegations and other factual contentions have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery; and

(4) the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on a lack of information or belief.

Fed. R. Bankr. P. 9011.

As addressed by the United States Supreme Court, the federal judicial process is not a GIGO (garbage in-garbage out) system. In *United Student Aid Funds, Inc. v. Espinosa*, 559 U.S. 260, 130 S. Ct. 1367, 1381 n.14, 176 L. Ed. 2d 158, 173 n.14, 15 (2010), the Supreme Court directed that a trial court, even when there was no opposition, must conclude that based on the law and evidence presented that the relief requested was actually permissible under applicable law. *See also Varela v. Dynamic Brokers, Inc. (In re Dynamic Brokers, Inc.)*, 293 B.R. 489, 499 (B.A.P. 9th Cir. 2003) (citing *Everett v. Perez (In re Perez)*, 30 F.3d 1209, 1213 (9th Cir. 1994)).

### **Federal Law Regarding Prisoner Actions**

The court's review of the Form 105 is not a unique process. Congress provides in 28 U.S.C. § 1915A(a) that before docketing the court is to review a "complaint in a civil action in which a prisoner seeks redress from a governmental entity or officer or employee of a governmental entity." The court is to review the complaint and dismiss the complaint, or any portion thereof, that is determined to be "frivolous, malicious, or fails to state a claim upon which relief may be granted," or "seeks monetary relief from a defendant who is immune from such relief." 28 U.S.C. § 1915A(b). The statute defines "prisoner" to include "any person incarcerated or detained in any facility who is

1 accused of, convicted of, sentenced for, or adjudicated delinquent for, violations of criminal law. . . .”  
2 28 U.S.C. § 1915A(c).

3 While a Form 105 is not a “complaint,” as discussed above, the automatic, self-executing  
4 results by operations of law are of greater impact than a “mere” complaint.

5 Another analogy to which the filing of a Form 105 and commencing an involuntary  
6 bankruptcy case can be drawn is that of a temporary restraining order that is obtained *ex parte* and  
7 without notice to person against whom the injunctive relief is sought. To obtain such extraordinary  
8 relief one must “clearly show that immediate and irreparable injury, loss, or damage will result before  
9 the adverse party can be heard in opposition. . . .” Fed. R. Civ. P. 65(b). Further, to obtain such *ex*  
10 *parte*, no notice relief, the requesting party must give security (commonly a bond provided by a  
11 solvent third-party) in an amount the court determines proper to pay costs and damages sustained by  
12 the other party if the injunctive relief is determined to be wrongful. Fed. R. Civ. P. 65(c).

13 The bankruptcy court reviewing the Form 105 to see if it facially shows the basic grounds for  
14 the petitioning creditor to have standing and to comply with the requirements of 11 U.S.C. § 303 is  
15 not inconsistent with this other well established federal law.

16  
17 **REVIEW OF THE FORM 105 AND SUPPORTING DOCUMENTS  
DELIVERED BY MR. TURNER TO THE EASTERN DISTRICT OF CALIFORNIA**

18 The cover letter transmittal document states that the following documents be sent by  
19 Mr. Turner to the United States Bankruptcy Court:

- 20 A. Involuntary Chapter 7 Petition (the Form 105), Continuation Sheet/Affidavit of Truth;
- 21 B. Affidavit of Steven Turner, JR. In Support of Involuntary Petition;
- 22 C. The Discharge of Steven Deon Turner, Jr. Registry CDCR NO. AV2541/PID NO.  
23 1198153 - Private Independent Administrative Process Article I Redress of Grievance  
24 under the Ninth Amendment Reservation for the (Peaceful) Resolution and Equitable  
Settlement under Necessity in the Nature of Request for Proof of Claim/Discovery  
(the “Discharge of Turner Document”);
- 25 D. Affidavit & Declaration of Final Notice of Default & Res Judicata;
- 26 E. 22 Form converted into a proof of service;
- 27 F. Notice of Surety Act and Bond;
- 28 G. Silver Surety Bond;



H. Proof of Service by Mail;

I. Three Copies of Each of the Above Documents.

The court now reviews each of the documents in the order presented in the Cover Letter.

**Form 105 (B 5 Official Form)**

The name of the Form 105 Target is stated in the name of debtor box. The address shown for the Form 105 Target is the California Correctional Institution in Tehachapi, California.

It is stated that the case to be commenced is one under Chapter 7 and that the obligations of the Form 105 Target are primarily business debts. The nature of the Form 105 Target's Business is stated to be "Other."

For the filing fees, it is stated that "Bond is attached." This is not one of the two alternatives permitted for filing fee expressly stated on Form 501, which are:

☐ Full Filing Fee Attached

☐ Petitioner is a child support creditor or its representative, and the form specified in § 304(g) is attached.

See Form 105, page 1, box titled "Filing Fee."

Mr. Turner has failed to satisfy the filing fee requirements for the Form 105. As discussed below, the "bond" (which is not a statutory permissible method of paying the filing fee) is merely a future pledge by Mr. Turner to pay the obligation of Mr. Turner to pay the filing fee when a Form 105 is filed.

The Form 105 includes an "Allegations" information box at the bottom of page 1, in which Mr. Turner has checked the following allegations:

1. Petition(s) are eligible to file this petition pursuant to 11 U.S.C. § 303(b).

2. The debtor is a person against whom an order for relief may be entered under title 11 of the United States Code.

3a. The debtor is generally not paying such debtor's debts as they become due, unless such debts are the subject of a *bona fide* dispute as to liability or amount.

Form 105, p. 1. On the third point, Mr. Turner offers no evidence that the Form 105 Target is "generally not paying such debtor's debts as they come due." The only "unpaid debt" referenced is



the asserted \$40,000,000.00 obligation which Mr. Turner asserts is owed pursuant to the “Private Independent Administrative Process” created by Mr. Turner.

On page 2 of the Form 105, Mr. Turner has signed the Form 105, with the term “*sui juris*” after his name. The first definition of this Latin phrase provided in Black’s Law Dictionary is “Of full age and capacity.”

Mr. Turner has also signed the Form 105 as an “attorney”. The California State Bar does not list a Steven Deon Turner, Jr. as licensed to practice law in the State of California.<sup>5</sup>

There is one petitioning creditor, Mr. Turner, whose claim is to be stated as being for “Defalcation” and the amount of the claim is Forty Million Dollars (\$40,000,000.00). Form 105, p. 2.

#### **Continuation Sheet/Affidavit of Truth to the Form 105**

This Continuation Sheet/Affidavit of Truth is addressed to “Respondent,” the Form 105 Target. The Continuation Sheet/Affidavit of Truth has thirteen (13) paragraphs, which are summarized as follows (identified by the paragraph number of the Continuation Sheet/Affidavit of Truth):

1. Mr. Turner is competent to provide the Continuation Sheet/Affidavit of Truth.
2. Mr. Turner has personal knowledge of the facts stated in the Continuation Sheet/Affidavit of Truth.
3. The facts stated in the Continuation Sheet/Affidavit of Truth are true, correct, complete, and admissible, for which Mr. Turner can so testify.
4. The Form 105 Target was served with the Discharge of Turner Document dated August 24, 2017.
5. The Form 105 Target was served with an “Affidavit & Declaration of Final Notice & Res Judicata” on September 11, 2017.
6. The Form 105 Target has not answered or taken any action on the above.
7. The Form 105 Target waived the right to answer the above by acquiescence, tacit admission, and failure to contest, “rejecting his due process-opportunity.”
8. The term “Creditor” means an entity that has a claim against the debtor that arose before the issuance of an order for relief concerning the debtor; or has a claim “against the estate” of a kind “specified in sections not identified here

---

<sup>5</sup>

<http://members.calbar.ca.gov/fal/LicenseeSearch/QuickSearch?FreeText=stephen+turner&SoundSLike=false>.

e.t.c.”

9. The term claim means a right to payment, whether or not reduced to judgment, liquidated, unliquidated, fixe contingent, matured, unmatured, disputed, undisputed, legal equitable, secured, or unsecured. Additionally, a right to an equitable remedy. [While not citing to it, it appears that Mr. Turner is using language from 11 U.S.C. § 101(5).]
10. Notice is given on the Form 105 Target that he:
  - a. Issue a Discharge Certificate for Mr. Turner from custody of any California Departments and Rehabilitation Agency;
  - b. Pay \$40,000,000 to Mr. Turner immediately, and if not paid, a lien be placed on his and his spouses property, including wages.
11. The above relief has already been agreed to.
12. Therefore, Mr. Turner requests that this bankruptcy court take “mandatory judicial notice” of the following attached documents:
  - a. Discharge of Turner Document
  - b. Affidavit & Declaration of Final Notice & Res Judicata Item No. SDTJ-17-ADFNDRJ-PN; and
  - c. 22 form converted into Proof of Service.
13. The ability to place a lien upon a man’s property to temporarily deprive him of its beneficial use, without any judicial determination of probable cause. It further states that this “dates back not only to medieval England but also to Roman times.”

As is developed in the other pages attached to the Form 105, Mr. Turner asserts that the Private Independent Administrative Process has adjudicated his asserted rights, that by failing to respond to Mr. Turner’s Private Independent Administrative Process the Form 105 Target waived his right to oppose Mr. Turner’s demands and waived his Due Process Rights for adjudication of Mr. Turner’s demands, and that Mr. Turner has a right for the asserted \$40,000,000.00 obligation.

Such contentions based on Mr. Turner’s extra-judicial, forfeiture of rights by not responding to Mr. Turner on its face has the aroma of “*bona fide* dispute” for the asserted \$40,000,000.00 obligation.

The Continuation Sheet/Affidavit of Truth concludes with a section titled “Verification” in which Mr. Turner states that it is true. It is then signed by Mr. Turner. Below that is another section titled “Acknowledgement” and the word “JURAT” which Mr. Turner has signed as a “Witness.”

1 This Continuation Sheet/Affidavit of Truth is dated November 26, 2019.

2 In addition to signing the verification as the signatory of the Continuation Sheet/Affidavit of  
3 Truth and the witness of Mr. Turner signing the Continuation Sheet/Affidavit of Truth, Mr. Turner  
4 has also signed this document as:

5  
6 **STEVEN DEON TURNER JR** [signature]  
7 Honorable Justice (STEVEN DEON TURNER JR) Jus Soli, Jus Sanguinis, Jure  
8 Corone, Sui Juris, Juris Et De Jure American

9 Teste This 26 Day of November Two Thousand Nineteen A.D.<sup>6</sup>  
Continuation Sheet/Affidavit of Truth, p. 8.

10 The term “Honorable Justice” is associated with a member of the federal or state judiciary,  
11 generally of an appellate court. The court is not aware of Mr. Turner asserting that he is a federal or  
12 state appellate justice.

13 The word “Teste” is defined in the Merriam-Webster Dictionary to be the “witnessing or  
14 concluding clause of an instrument (as a writ) and “witness.” This dictionary provides the following  
15 definitions of the other Latin phrases used by Mr. Turner:

16 “Jus Soli” - “ the principle that a person's nationality at birth is determined by the  
17 place of birth.”

18 “Jus Sanguinis” - “the principle that a person's nationality at birth is the same as that  
19 of his natural parents.”

20 “Juris Et De Jure” - “A phrase employed to denote conclusive presumptions of law,  
21 which cannot be rebutted by evidence.”

22 “Sui Juris” - “ One who has all the rights to which a freemen is entitled; one who is  
23 not under the power of another, as a slave, a minor, and the like.”

24 For the term “Jure Coronae,” Black’s Law Dictionary provides the following definition -“In right of  
25 the crown.”

26 It is not clear how Mr. Turner is signing the Continuation Sheet/Affidavit of Truth as an  
27 “Honorable Justice,” or the significant of the multiple Latin phrases relates to this Continuation  
28

---

<sup>6</sup> Mr. Turner has signed the Notice of Surety Act and Bond, p. 6, as the “Honorable Justice.”

1 Sheet/Affidavit of Truth with respect to showing the existence of a \$40,000,000.00 obligation or that  
2 there is no *bona fide* dispute concerning the asserted \$40,000,000.00 obligation.

3  
4 **Affidavit of Mr. Turner In Support  
of Involuntary Petition**

5 The next document is titled “Affidavit of Steven D. Turner, Jr. In Support of Involuntary  
6 Petition.” This Affidavit is dated November 26, 2019. This Affidavit is one page in length, consists  
7 of one paragraph, and the information stated therein is summarized as follows.

8 Mr. Turner states that he is unlawfully incarcerated by the California Department of  
9 Corrections and Rehabilitation. The asserted unlawful incarceration is based on what Mr. Turner  
10 states is a void judgment entered by the California Superior Court for the County of Los Angeles.  
11 Mr. Turner then states that he demands turnover of all of the Form 105 Target’s assets in which  
12 Mr. Turner asserts a “secured interest.”

13 Mr. Turner then states that he has “pledged his personal commercial liability” as a “bond” for  
14 the Form 105 proceeding.

15 While asserting that he has been unlawfully incarcerated and that the judgment of the Superior  
16 Court for the conviction of the crime that has resulted in the incarceration, it does not show that there  
17 exists a \$40,000,000.00 obligation or any such alleged obligation is not subject to *bona fide* dispute.

18 Further, Mr. Turner’s assertion that the judgment is void and he is unlawfully incarcerated  
19 is well beyond the jurisdiction of a judge of the Bankruptcy Court exercising federal court  
20 jurisdiction pursuant to 28 U.S.C. § 1334. Though other grants of federal jurisdiction established by  
21 Congress may allow a federal district court judge to address the validity of a state court criminal  
22 conviction and address the incarceration of a person in the state prison system, such grants do not  
23 include bankruptcy judges.

24 **Discharge of Turner Document**

25 The next attached document is the Discharge of Turner Document, which is twenty-one (21)  
26 pages in length. On page 20 of the Discharge of Turner Document is an “Acknowledgement” which  
27 is signed by Mr. Turner. It states that Mr. Turner is signing it as “Authorized Representative,  
28 Attorney-in-Fact on behalf of STEVEN DEON TURNER JR.”

1 It is not explained how Mr. Turner can purport to be authorized representative or attorney in  
2 fact of himself. Mr. Turner is Mr. Turner and cannot be a third party who is a representative of  
3 Mr. Turner.

4 On page 21 of the Discharge of Turner Document, there is a section titled "JURAT" in which  
5 Mr. Turner has signed, in which he states that Mr. Turner has sworn to Mr. Turner, as third party  
6 whose title is stated to be "Minister of the Universal Life Church" that what is stated in the Discharge  
7 of Turner Document is true and correct.

8 The Discharge of Turner Document begins with Mr. Turner stating his personal observations  
9 "there may be moral wrongs and Violations of Law regarding the payment, process, and discharge  
10 of" Mr. Turner. Further that there may be "fraud in the factum regarding the administrative remedy  
11 of C.C.I." and " that there may be misrepresentations of the Debt(s)." Discharge of Turner  
12 Document, p. 2.

13 It then further states that "[Mr. Turner] agree to pay Debt(s) that you are collecting from the  
14 CDCR Registry [specific numbers] Accounts upon demand. . . ." *Id.*

15 On page 3 of the Discharge of Turner Document, Mr. Turner also states that he can determine  
16 if the Form 105 Target committed or is committing "Constitutional impermissible application of  
17 Authority."

18 Mr. Turner continues, stating that the Form 105 Target, is the "CEO of the Collection Agency  
19 (C.C.I.)" who is in "possession of" Mr. Turner and the "full payment to discharge the Debt(s)."

20 At the bottom of page 3, Mr. Turner states that he wishes "to resolve this matter as soon as  
21 possible," but only on the condition that the Form 105 Target provide the following "Proof of Claim"

- 22 1. Form 105 Target's disregard of generally accepted accounting principles,  
23 Penal Code Sections, and other non-specified statutes, laws, codes, and  
regulations.
- 24 2. Form 105 Target is not responsible for the Inmate Welfare Fund at C.C.I.
- 25 3. Form 105 Target had no knowledge of California Penal Code § 5005 to  
26 maintain prison canteens.
- 27 4. Form 105 Target had no knowledge of California Penal Code § 5005 which  
relates to pricing in prison canteens.
- 28 5. Form 105 Target had no knowledge that the "Fund's" primary revenue

generating activities are canteen sales to inmates.

6. Form 105 Target had no knowledge of canteen merchandise maintained under a perpetual inventory system.
7. Form 105 Target had no knowledge of the fact that the “fund” does not have a current accounting policy manual because such manual has not been updated for forty (40) years.
8. Form 105 Target had no knowledge of the criteria and provisions for a special manual for accounting instructions.
9. Form 105 Target had no knowledge that “management” had not updated its “manual” since 1976.
10. Form 105 Target had no knowledge of the fact that the “fund” had a significant number of “reconciling bank items” at fiscal year ends, with many more than five years old.
11. Form 105 Target had no knowledge of criteria that require reconciliations of accounts prior to year end.
12. That Form 105 Target had no knowledge of the applicable law stating a satisfactory system of record keeping and internal review.
13. That Form 105 Target had no knowledge of Senate Bill 542 (2012) was signed amending the Penal Code to allow the use of “funds” for inmate programs.
14. That Form 105 Target is not responsible for purchasing (under SB 542) “B-Yard a new family Visit trailer [and other items].”
15. That Form 105 Target is not responsible for enforcement of violations of California Code of Regulations Title 15.
16. That Form 105 Target had no knowledge that subordinate officers continue to discriminate against Form 105 Target and the rest of the Muslim population at C.C.I., by allowing all other religious groups to meet, but not Muslims.
17. That Form 105 Target had no knowledge that religious freedom is guaranteed to all people under the U.S. Constitution and cited cases.
18. That Form 105 Target had no knowledge that no government can impose a substantial burden on a prisoner’s exercise of religion.
19. That Form 105 Target had no knowledge of specified Penal Code sections Islamic services are allowed to run, with or without the presence of an Islamic chaplain.
20. That Form 105 Target had no knowledge of Article 3 of Title 15, Mr. Turner is the Vice-Chairman of the Inmate Advisory Council.
21. That Form 105 Target had no knowledge of the fact that Mr. Turner filed a “502 [illegible] Religious Freedom.” Further, that there were appeals, in which “your” officers used unconstitutional tactics.

22. That Form 105 Target is not responsible for “your” officers retaliating against inmates for filing appeals, opening legal email, and “502's” to prevent misconduct, from getting out of “this institution.”
23. That Form 105 Target had no knowledge that “your” offices “function as a prison gang, and that such gang blocks rehabilitation and progressive programing for inmates.
24. That Form 105 Target had no knowledge of Form 105 Target writing and creating false documents as reprisals for “writing him up.”
25. That Form 105 Target is not responsible for dismissing an “illegal RVR” that is pending against Mr. Turner for a year.
- 25.1 That Form 105 Target is not responsible for the religious request for specified religious items.
26. That Form 105 Target’s response to the “CDCR Form 22, dated 8-7-17” was received on “8-17” and that Form 105 Target is not in violation of Title 15.
27. That Form 105 Target had no knowledge that “your” officers refused to give Mr. Turner his books in retaliation for Mr. Turner exercising his right to petition.
28. That the “nameless ‘[illegible] authority’ violated the rights of [Mr. Turner] and [Title 15] by refusing/filing to file the Staff Complaint on [specified Appeal Log] and that Form 105 Target had no knowledge of this.
29. That Form 105 Target’s capacity to commit and condone staff misconduct demonstrates a “High Risk of Absconding from Debt(s),” including the \$5,000 “in U.S. Silver Certificates that Form 105 Target now owes.”
30. That Form 105 Target’s refusal to pay Form 105 Target’s debts or performed as agreed with Mr. Turner, and commit violations upon Mr. Turner that are unconstitutional, is cause for a lien on Form 105 Target’s and his spouse’s property to secure payments/performance.
31. That “C.C.I./CDCR” is a collection agency, citing to a case titled People v. Steven Deon Turner, Jr.
32. That some actions/non-actions upon Mr. Turner by state employees at C.C.I. can be defined as a felony and that the Target Defendant did not have to report such felony.
33. Reference to claim being nondischargeable in light of the National Emergency (Senate Report 93-549) “the U.S. Bankruptcy (by numerous Executive Orders as Codified as 12 U.S.C.A. 95a)”, and IMF File, Tax presents, UCC Filings with Bill or exchange, or other commercial paper.
34. That Form 105 Target did not have a duty and obligation to produce and prove Mr. Turner the “Proof of Claim” as requested, pursuant to the “Clean Hands Doctrine” and “Good Faith Dealing” with Mr. Turner.

Mr. Turner has created, as his Private Independent Administrative Process, an extra-judicial,



1 unilateral, negative demand process by which the Form 105 Target's rights (including Due Process)  
2 are forfeited, and from which Mr. Turner will then determine and adjudicate his right to  
3 \$40,000,000.00 to be paid by the Form 501 Target. This does not represent what would be an  
4 obligation to pay \$40,000,000.00 or that such adjudication by Mr. Turner through his Private,  
5 negative demand, Independent Administrative Process would not facially appear to be subject to a  
6 *bona fide* dispute.

7 On page 15 of the Discharge of Turner Document there is a section titled "Caveat."  
8 Mr. Turner states that he will only "resolve this matter" if the Form 105 Target gives the above  
9 "Proof of Claim."

10 Mr. Turner states that if the Form 105 Target refuses to give the "Proof of Claim" as  
11 demanded, such refusal will operate as a stipulation to all of the facts requested for the "Proof of  
12 Claim." Further, that Mr. Turner can then be discharged from custody and may immediately file a  
13 "UCC-1" naming the Form 105 Target for \$40,000,000.00 owed on a promissory note.<sup>7</sup>

14 The Discharge of Turner Document then states that by not signing the "Proof of Claim," the  
15 Form 105 Target is agreeing to being liable for the tort of Negligence, conspiracy, and other damages.  
16 Discharge of Turner, p. 15.

17 On page 17 of the Discharge of Turner Document that Mr. Turner "may proceed directly to  
18 the U.S. District Court for the Commercial Vessel, i.e. Steven Dean Turner, Jr., for damages and  
19 reparations due via tort." The court cannot identify how this District Court for the Commercial  
20 Vessel applies to the obligation that is asserted to be owed by the Form 105 Target.

21 Then, on page 18 of the Discharge of Turner Document, Mr. Turner states that this "private  
22 process is proper" and that the Form 105 Target must reply within ten days. No legal authority is  
23 given for this ten-day response time and the "default procedure" and rights created by Mr. Turner for  
24 Mr. Turner.

---

25  
26 <sup>7</sup> No legal authority is given for Mr. Turner generating this demand for the "Proof of  
27 Claim" and for creating a \$40,000,000.00 obligation. Further, no legal basis is given for  
28 Mr. Turner creating the Discharge of Turner Document by which Mr. Turner creates agreements  
and admissions for the Form 105 Target.

At this juncture, the court interprets the above to state that Mr. Turner has created a unilateral, non-judicial procedure by which Mr. Turner can make demand on the Form 105 Target, and if the Form 105 Target does not voluntarily respond to engage in Mr. Turner's created Private Independent Administrative Process, then such constitutes a waiver and forfeiture of any opposition to Mr. Turner's demands for payment of \$40,000,000.00. No legal authority is given for Mr. Turner creating his Private Independent Administrative Process for the forfeiture of the Form 105 Target's rights and defenses.

**Affidavit & Declaration of Final Notice of Default & Res Judicata**

The next attachment is titled Affidavit & Declaration of Final, Notice of Default & Res Judicata ("A&D NOD"), which is a five-page document. This document is signed by Mr. Turner and dated September 11, 2017. It states that the Form 105 Target is in default, having failed to respond. Therefore, a "Default Judgment" is being sought in light of the Form 105 Target having "waived" the right to answer. A&D NOD, p. 2. Mr. Turner will then "record" a Notice of Default. Page 4 of the A&D NOD is titled "Jurat," being signed by Mr. Turner as "Minister of the Universal Life Church."

As discussed above, this raises further issues with respect to their being any obligation and the absence of any *bona fide* dispute to Mr. Turner asserting that he can adjudicate that there is a \$40,000,000.00 obligation and that Mr. Turner can get a default judgment entered based upon his private adjudication.

**Inmate/Parolee Request for Interview, Item, or Service**

The next document attached is a State of California Form (CDCR 22) titled Inmate/Parolee Request for Interview, Item, or Service ("IPR Form"). On this form, Mr. Turner is identified as the inmate making the request, and under the first section Mr. Turner states that he sent the Affidavit & Declaration of Final Notice & Resolution & Res Judicata document to the Form 105 Target. The second part is the "Staff Response," confirming that the Affidavit was received and forwarded to the appropriate staff.

**Notice of Surety Act and Bond**

The next document is titled Notice of Surety Act and Bond, which is seven pages in length. Mr. Turner states he is willing to act as surety and pledge and provide a “private bond” in the amount of “Twenty One Dollars in silver-Coinage minted by the American Treasury.” This is purported to have been done in accordance with “Article VII in the Bill of Rights.”<sup>8</sup>

The document goes through an extended discussion of silver coinage, the private bond being to show Mr. Turner’s good credit and that Mr. Turner cannot be “bankrupt.” It then ties in “Truth in Lending” and “Regulation Z” references. Mr. Turner has one paragraph of densely written text spanning from line 8 on page 3 through and including line 44 on page 5, discussing these points.

On page 5, it is signed by Mr. Turner, dating it “this 26 day of November in the year of YHWY, 2019.” Mr. Turner signs it as “Stephen Deon Turner, JR., Only in capacity as beneficiary of the Original Jurisdiction.”

On page 6, there is a heading of “Common Law Witnesses.” Below that are two signature blocks for Mr. Turner, for which he signs each as:

Honorable Justice (Steven Deon Turner JR) Jus Soli, Jus Sansinis, jure  
coronae, sui juris, juris et de jure American.

There are two “witnesses” signing below this, after the Honorable Justice (Steven Deon Turner, Jr.) signature blocks. The two witnesses are Kirell F. Taylor and Malcolm Gibson. Notice of Surety Act and Bond, p. 7. Kirell Taylor is himself a person who has sent to the court Form 105's to put others into involuntary bankruptcy cases. Misc. File No. 18-205, 14-31753, 14-15371, as well as filing his own bankruptcy case in 2011 (11-14192).

---

<sup>8</sup> The Seventh Amendment to the United States Constitution (the first ten amendments being the Bill of Rights) provides:

In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise reexamined in any Court of the United States, than according to the rules of the common law.

It does not deal with bonds.

1 It is unclear what this promise of Mr. Turner to pay the obligations of Mr. Turner adds to the  
2 show that the alleged \$40,000,000.00 obligation based on the Private Independent Administrative  
3 Process created by Mr. Turner exists or why such alleged obligation is not facially subject to *bona*  
4 *fide* dispute.

#### 5 **Silver Surety Bond**

6 The next document is titled “Silver Surety Bond” and is two pages in length. It is signed by  
7 Mr. Turner. In the document, Mr. Turner states that he is placing himself as security for cost in the  
8 Form 105 owed by Mr. Turner, himself. It is witnessed by Kirell Taylor and Malcolm Gibson.  
9 Mr. Taylor and Mr. Gibson both state that Mr. Turner has “over and above all of his just debts and  
10 liability, in property not exempt by law from levy and sale under execution, of a clear unencumbered  
11 estate of the value in excess of (\$100,000,000) within in the Jurisdiction of this state and/or the  
12 District of Columbia.” It appears that they are both stating that Mr. Turner’s net worth is in excess  
13 of One Hundred Million Dollars (\$100,000,000.00).

#### 14 15 **STANDING TO COMMENCE AN INVOLUNTARY BANKRUPTCY CASE**

16 The federal courts are not a forum for the theoretical or one in which parties who do not have  
17 rights attempt to litigate on behalf of others who are not before the court (with limited exceptions to  
18 this rule, such as class action and other special representative proceedings authorized by Congress).  
19 Standing must be determined to exist before the court can proceed with the case. *Sacks v. Office of*  
20 *Foreign Assets Control*, 466 F.3d 764, 771. (9th Cir. 2006)

21 One of the first things that a law student learns about American Jurisprudence is that the law  
22 does not condone the “officious intermeddler.” One is not allowed to assert claims or rights in which  
23 he or she has no interest. In the federal courts, this is the Constitutional requirement of “standing.”

24 Article III of the Constitution confines federal courts to decisions of “Cases” or  
25 “Controversies.” Standing to sue or defend is an aspect of the case-or-controversy  
26 requirement. (Citations omitted.) To qualify as a party with standing to litigate, a  
27 person must show, first and foremost, “an invasion of a legally protected interest” that  
28 is “concrete and particularized” and “actual or imminent.” (Citations  
omitted.)...Standing to defend on appeal in the place of an original defendant, no less  
than standing to sue, demands that the litigant possess ‘a direct state in the outcome.’  
(Citations omitted.)

1 *Arizonans for Official English v. Arizona*, 520 U.S. 43, 64, 117 S.Ct. 1055 (1997).

2 The court may raise the issue of standing *sua sponte*, Rule 12(h)(3), Federal Rules of Civil  
3 Procedure<sup>9</sup> even if it is not raised by a party to the action. A person must have a legally protected  
4 interest, for which there is a direct stake in the outcome. *Arizonans for Official English v. Arizona*,  
5 520 U.S. 43, 64, 117 S.Ct. 1055 (1997). The Supreme Court provided a detailed explanation of the  
6 Constitutional case in controversy requirement in *Northeastern Florida Chapter of Associated*  
7 *General Contractors of America v. City of Jacksonville Florida*, 508 U.S. 656, 663, 113 S.Ct. 2297  
8 (1993). The party seeking to invoke federal court jurisdiction must demonstrate (1) injury in fact,  
9 not merely conjectural or hypothetical injury, (2) a causal relationship between the injury and the  
10 challenged conduct, and (3) the prospect of obtaining relief from the injury as a result of a favorable  
11 ruling is not too speculative. *Id.* In determining whether the plaintiff has the requisite standing and  
12 the court has jurisdiction, the court may consider extrinsic evidence. *Roverts v. Corrothers*, 812 F.2d,  
13 1173, 1177 9th Cir. (1987).

14 The standing requirement is not merely a “procedural issue,” but a fundamental requirement  
15 arising under the Constitution.

16 Here, Mr. Turner has not presented the court with any showing that he has a claim against the  
17 Form 105 Target that is not contingent as to liability or the subject of a *bona fide* dispute as to  
18 liability or amount, or as an indenture trustee representing such a holder. While using legal terms,  
19 Latin phrases, and putting in a large dollar amount, Mr. Turner does not provide the court with any  
20 factual or legal basis for an obligation owing to Mr. Turner.

21 What Mr. Turner has done in the voluminous documents sent to the court is try and create the  
22 appearance of an extra-judicial, personal system for an unilateral demand procedure by which  
23 Mr. Turner can assert he is owed \$40,000,000.00, and therefore Forty Million Dollars is owed to him  
24 by the Form 105 Target. No basis has been shown for establishing Mr. Turner’s private, non-state  
25 or federal, court system negative adjudication and forfeiture of rights (including Due Process). As  
26

---

27 <sup>9</sup> As made applicable to this Adversary Proceeding by Federal Rules of Bankruptcy  
28 Procedure 7012 and 9014(c) by this Order.

discussed above, no basis has been shown for their being a \$40,000,000.00 obligation to be asserted by Mr. Turner that is not subject to a *bona fide* dispute.

**LIMITS OF EXERCISE OF FEDERAL JUDICIAL POWER  
BY BANKRUPTCY JUDGES IN THE BANKRUPTCY COURT**

As with several other inmates who have attempted to commence involuntary bankruptcy cases against prison wardens and staff, the core relief in all of Mr. Turner's documents is his conviction being determined void and the penal system being ordered to release him from custody. He then complains about the administration of the penal system exchange system and asserts that religious freedoms have been abridged.

It is very important to put in context the position and judicial authority of the bankruptcy court and bankruptcy judges. The bankruptcy court and bankruptcy judges have been created by Congress pursuant to Article I of the United States Constitution. While organizationally part of the United States district court, the bankruptcy court is not an Article III court under the United States Constitution. The scope of a bankruptcy court proceeding and exercise of a bankruptcy judge's judicial authority exists only to the extent as provided in 28 U.S.C. § 1334 (federal court bankruptcy jurisdiction) and § 157 (exercise of federal judicial power by a bankruptcy judge). This judicial power may properly be exercised over bankruptcy cases and civil proceedings arising under the Bankruptcy Code, as well as matters related to the bankruptcy case. 28 U.S.C. §§ 151, 152, 157, 1334.

This authority to exercise federal judicial power is carefully circumscribed to limit the bankruptcy judge, who is appointed as an Article I judge, in the exercise of that power to only the matters as specified by statute. This authority is much narrower than those of an Article III District Court Judge, Court of Appeal Judge, or Supreme Court Justice. While appearing expansive in the exercise of federal court jurisdiction in the bankruptcy corner of the federal judiciary, it is but a small slice of the federal judicial power residing in the Article III judges.

To the extent that Mr. Turner is seeking to assert any claims based on a determination that his criminal conviction is void, that is well beyond the scope of a bankruptcy court proceeding.

///

**MISCELLANEOUS FILE FOR THE FORM 105s  
AND AFFORDING MR. TURNER ACCESS TO THE COURT**

Though the documents delivered by Mr. Turner raise significant doubts whether they should be filed, the court instructs the Clerk of the Court to open a bankruptcy court file for Mr. Turner, which shall be assigned a miscellaneous file number so as to not make it appear that Mr. Turner has filed a bankruptcy case personally (a “Miscellaneous File”). All of the Form 105s delivered by Mr. Turner to date and in the future will be docketed in the Miscellaneous File opened for Mr. Turner.

Mr. Turner may file supplemental pleadings to addresses his standing to file an involuntary bankruptcy petition for each of the Form 105 Target, and other subjects of future Form 105s delivered to the court by Mr. Turner. The supplemental pleadings, which shall be supported by competent admissible evidences as provided under the Federal Rules of Evidence, shall include:

- A. A statement of the legal and factual basis for the obligation asserted by Mr. Turner against the Form 105 Target against whom Mr. Turner is seeking to file an involuntary bankruptcy case and the basis for any statutory lien. This shall include any applicable law upon which such obligation is asserted to exist.
- B. Copies of any other documents or other writings upon which Mr. Turner asserts that the obligation exists.
- C. Such other documents and information Mr. Turner determines would be in support of his standing to file an involuntary petition.

In establishing the Miscellaneous File for Mr. Turner, the court ensures that there is a clear record of the involuntary bankruptcy cases he is attempting to have commenced. The court is also creating a vehicle for Mr. Turner to access the court and address the issues that arise given the amount of the asserted obligation(s), the legal authority he has cited, the potential *bona fide* defenses he has identified, and the lack of information about the basis for such obligation(s).

**Required Filing Fees**

The filing fee required to be paid when commencing a Chapter 7 bankruptcy case is specified in 28 U.S.C. § 1930(a)(1)(A), plus administrative fees, to currently be \$335.00. For a person filing a voluntary Chapter 7 case, the filing fee may be paid in installments. 28 U.S.C. § 1930(a)(7). The Judicial Conference of the United States is permitted to authorize the waiving of the filing fee in a



Chapter 7 case for an individual based on the specified financial guidelines.

Federal Rule of Bankruptcy Procedure 1006 amplifies the requirement for the payment of a filing fee when an involuntary bankruptcy petition is received by the court, providing that with respect to the waiver of the Chapter 7 filing fee:

(a) General requirement

**Every petition shall be accompanied by the filing fee** except as provided in subdivisions (b) and (c) of this rule. For the purpose of this rule, “filing fee” means the filing fee prescribed by 28 U.S.C. § 1930(a)(1)-(a)(5) and any other fee prescribed by the Judicial Conference of the United States under 28 U.S.C. § 1930(b) that is payable to the clerk upon the commencement of a case under the Code.

(b) Payment of filing fee in installments

(1) Application to pay filing fee in installments

**A voluntary petition by an individual** shall be accepted for filing, regardless of whether any portion of the filing fee is paid, if **accompanied by the debtor's signed application**, prepared as prescribed by the appropriate Official Form, stating that the debtor is unable to pay the filing fee except in installments.

...

(c) Waiver of filing fee

**A voluntary chapter 7 petition filed by an individual** shall be accepted for filing **if accompanied by the debtor's application** requesting a waiver under 28 U.S.C. § 1930(f), prepared as prescribed by the appropriate Official Form.

Fed. R. Bankr. P. 1006 (emphasis added).

The requirement for the payment of filing fees for an involuntary bankruptcy case when the involuntary petition (the Form 105 at issue before the court) is presented to the court for filing is discussed in 1 Collier Practice Guide, ¶ 14.14, citing to 28 U.S.C. § 1930 and Federal Rule of Bankruptcy Procedure 1006 as follows:

[4] Filing Fees—28 U.S.C. § 1930

Filing fees must be paid in full to the clerk of the bankruptcy court for all involuntary cases. Installment payments are not permitted. . . .

Mr. Turner’s “personal bond” addition to the statutory and rule requirements to pay the filing fee does not create a basis for Mr. Turner not paying the filing fee. A person seeking to file a bankruptcy case cannot re-write the law to create an exemption from filing.

1 In addition to supplemental pleadings provided by Mr. Turner to show he has standing and  
2 meets the necessary requirements for filing an involuntary bankruptcy petition, Mr. Turner will also  
3 have to provide the court with the filing fee for each involuntary petition or provide a legal basis why  
4 such is not required.

5 **ORDER**

6 The court having reviewed the Form 105 (Official Bankruptcy Form 105, involuntary  
7 bankruptcy petition) delivered to the court by Steven Deon Turner, the information provided in the  
8 Forms 105 and all of the attached documents, consideration of the Constitutional requirement for  
9 standing and the necessary conditions for a person to file an involuntary bankruptcy petition, the  
10 filing fees required pursuant to 28 U.S.C. § 1930 and Federal Rule of Bankruptcy Procedure 9006  
11 for the filing of an involuntary Chapter 7 bankruptcy petition, and good cause appearing;

12 **IT IS ORDERED** that the Clerk of the Court shall open Miscellaneous File No. 20-102 for  
13 Steven Deon Turner, the Involuntary Petitioner, and place as a docket entry the Form 105, including  
14 all of the attachments thereto, as one docket entry delivered to the court by Mr. Turner, and related  
15 documents presented to the court at the time of this Order and any time thereafter unless otherwise  
16 provided by subsequent order.

17 **IT IS FURTHER ORDERED** that the Clerk of the Court provide the description on the  
18 docket for the Form 105 to be formatted as stated below, with the three letter term being the  
19 Form 105 Target's initials and the date being the date it was submitted to the court by Mr. Turner:

20 Official Form 105: WJS - 12/12/2019 Submitted by  
21 Petitioning Creditor Steven Deon Turner

22 Each Form 105 presented to the Clerk for filing by Mr. Turner (if subsequent Form 105s are  
23 sent to the court by Mr. Turner) shall be a separate docket entry item in the Miscellaneous File.

24 If future Form 105s are presented by Mr. Turner to the court, they will be docketed in the  
25 Miscellaneous File when received, as the next open docket entry.

26 **IT IS FURTHER ORDERED** that within thirty (30 days) of the date of this Order, Steven  
27 Deon Turner shall file Supplemental Pleadings, if any are so desired by him, to address his standing  
28 to file an involuntary bankruptcy petition for the Form 105 Target. The supplemental pleadings,

1 which shall be supported by competent, admissible evidences as provided under the Federal Rules  
2 of Evidence, shall include:

- 3
- 4 A. A written statement of legally supported and evidentiary basis for the obligation  
5 asserted by Mr. Turner against the Form 105 Target. This shall include any  
6 applicable law upon which such obligation is asserted to exist.
- 7 B. The above written statement shall include the legal and factual basis by which  
8 Mr. Turner asserts he has standing to file the Form 10s against each Form 105 Target.
- 9 C. Copies of the documents or other writings upon which Mr. Turner asserts that the  
10 obligation is based.
- 11 D. Such other documents and information Mr. Turner determines would be in support of  
12 his standing to file an involuntary petition with the court.

13 **IT IS FURTHER ORDERED** that Mr. Turner will pay to the court at the time any  
14 involuntary Chapter 7 petition (Official Bankruptcy Form 105) is filed, the filing fee for each such  
15 involuntary petition to be filed or provide the court with a legal basis why such is not required. Such  
16 legal basis may be presented with the Supplemental Pleadings specified above.

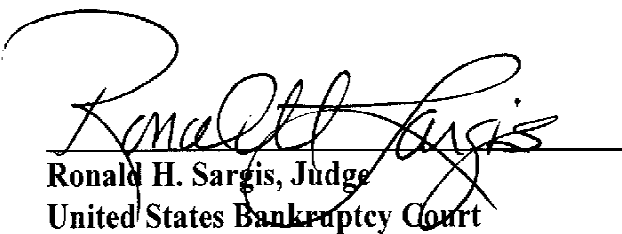
17 **IT IS FURTHER ORDERED** that if no Supplemental Pleadings are timely filed, the Clerk  
18 of the court may close this Miscellaneous File.

19 **IT IS FURTHER ORDERED** that notwithstanding the closing of the Miscellaneous File,  
20 the Clerk of the Court shall docket any additional Form 105s and file any subsequent documents  
21 delivered to the court by Steven Deon Turner in the Miscellaneous File without reopening the file  
22 or Mr. Turner requesting the reopening of the Miscellaneous File.

23 Upon the filing of any additional pleadings or documents in the Miscellaneous File after the  
24 current Form 105 and the transmittal cover letter, the Clerk of the Court shall notify the undersigned  
25 judge to whom the Miscellaneous file is assigned that additional pleadings or documents have been  
26 docketed or sent to the court by Mr. Turner, the docket entry number for each such item, and the  
27 docket description for each such additional pleading or document.

28 **Dated:** January 24, 2020

**By the Court**

  
Ronald H. Sargis, Judge  
United States Bankruptcy Court

# Instructions to Clerk of Court

## Service List - Not Part of Order/Judgment

**The Clerk of Court is instructed to** send the Order/Judgment or other court generated document transmitted herewith *to the parties below*. The Clerk of Court will send the document via the BNC or, if checked XXXX, via the U.S. mail.

Steven Deon Turner, Jr.  
c/o California Correctional Institution, 48-B2-C-110  
P.O. Box 1031  
Tehachapi, CA