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7 *Attorney(s)-In-Fact, Executor(s), Authorized Representative(s),*  
8 *and Secured Party(ies)* for Plaintiff(s)  
9 <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>WG EXPRESS© TRUST  
10 <sup>TM</sup>KEVIN WALKER©, <sup>TM</sup>DONNABELLE MORTE© ESTATE

11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 <sup>TM</sup>KEVIN WALKER© ESTATE,  
14 <sup>TM</sup>DONNABELLE MORTE© ESTATE,  
15 <sup>TM</sup>KEVIN WALKER© IRR TRUST, <sup>TM</sup>WG  
16 EXPRESS TRUST©,

17 *Plaintiff(s),*

18 vs.

19 Jay Promisco, Joseph Moran, Christian  
20 Gault, Amir Sabet, Amanda Coffrini,  
21 John Goulding, Brian Mcginley, Virginia  
22 Erbes, Corey Moore, Drew  
23 Fuerstenberg, James E. Coffrini, Paul  
24 Gustafson, Devin Ormonde, SIERRA  
25 PACIFIC MORTGAGE COMPANY INC,  
26 GREENHEAD INVESTMENTS INC,  
27 PHH MORTGAGE SERVICES, PRIME  
28 RECON LLC, *Does 1-100 Inclusive*  
*Defendant(s).*

Case No.: 5:25-CV-00339

**PLAINTIFFS' VERIFIED DEMAND**  
**FOR CRIMINAL REFERRAL AND**  
**PROSECUTION OF DEFENDANTS,**  
**SANCTIONS, AND VERIFIED**  
**DEMAND FOR DEFAULT AND**  
**SUMMARY JUDGMENT IN**  
**PLAINTIFFS' FAVOR AS A MATTER**  
**OF LAW WITHOUT HEARING**

22 **PLAINTIFFS' VERIFIED DEMAND FOR CRIMINAL REFERRAL AND**  
23 **PROSECUTION OF DEFENDANTS, SANCTIONS, AND VERIFIED**  
24 **DEMAND FOR DEFAULT AND SUMMARY JUDGMENT IN**  
25 **PLAINTIFFS' FAVOR AS A MATTER OF LAW *WITHOUT HEARING***

26 COMES NOW, Plaintiffs <sup>TM</sup>KEVIN WALKER© ESTATE, <sup>TM</sup>DONNABELLE  
27 MORTE© ESTATE, <sup>TM</sup>KEVIN WALKER© IRR TRUST, <sup>TM</sup>WG EXPRESS TRUST©  
28 (hereinafter "Plaintiffs"), by and through their Attorney(s)-in-Fact, **Kevin: Walker**

1 and **Donnabelle: Mortel**, who are both proceeding *sui juris, In Propria Persona*,  
2 and by *Special Limited Appearance*. **Kevin** and **Donnabelle** are **natural freeborn**  
3 **Sovereigns and** state Citizens of California and Washington **the republic** in its  
4 **De'jure** capacity as one of the several states of the Union 1789. This incidentally  
5 makes them both a **national** American Citizen of the republic as per the **De'Jure**  
6 **Constitution for the United States 1777/1789**.

7 Plaintiffs, acting through their Attorney(s)-in-Fact, assert their *unalienable* right to  
8 **contract**, as secured by **Article I, Section 10** of the **Constitution**, which states: "**No**  
9 **State shall... pass any Law impairing the Obligation of Contracts.**" and thus which  
10 *prohibits* states from impairing the obligation of **contracts**. This clause  
11 **unequivocally** prohibits states from impairing the obligation of contracts, including  
12 but not limited to, a trust and contract agreement as an '*Attorney-In-Fact*,' and any  
13 private contract existing between Plaintiffs and Defendants. A copy of the  
14 '*Affidavit: Power of Attorney In Fact*,' is attached hereto as **Exhibits H** and  
15 incorporated herein by reference. Plaintiffs further rely on their *unalienable and*  
16 **inherent** rights under the **Constitution** and the **common law** – rights that **predate**  
17 the formation of the state and remain safeguarded by due process of law.

18 **I. Constitutional Basis:**

19 Plaintiffs assert that their private rights are secured and protected under the  
20 **Constitution, common law, and exclusive equity**, which govern their ability to  
21 freely contract and protect their property and interests..

22 Plaintiffs respectfully assert and affirm:

- 23 • "The individual may stand upon his constitutional rights as a citizen. He is entitled  
24 to carry on his **private** business in his own way. **His power to contract is *unlimited***.  
25 He owes no such duty [to submit his books and papers for an examination] to the  
26 State, since he receives nothing therefrom, beyond the protection of his life and  
27 property. His rights are such as existed by the law of the land [Common Law] long  
28 antecedent to the organization of the State, and can only be taken from him by due

1 process of law, and in accordance with the Constitution. Among his rights are a  
2 refusal to incriminate himself, and the immunity of himself and his property from  
3 arrest or seizure except under a warrant of the law. He owes nothing to the public  
4 so long as he does not trespass upon their rights." (*Hale v. Henkel*, 201 U.S. 43, 47  
5 [1905]).

- 6 • "The claim and exercise of a constitutional **right cannot** be converted into a  
7 crime." — *Miller v. U.S.*, 230 F 2d 486, 489.
- 8 • "Where **rights secured by** the Constitution are involved, **there can be no rule**  
9 **making or legislation** which would abrogate them." — *Miranda v. Arizona*, 384 U.S.  
10 • "There can be no sanction or penalty imposed upon one because of this exercise of  
11 constitutional **rights**." — *Sherar v. Cullen*, 481 F. 945.
- 12 • "A law repugnant to the Constitution is **void**." — *Marbury v. Madison*, 5 U.S. (1  
13 Cranch) 137, 177 (1803).
- 14 • "It is not the duty of the citizen to surrender his rights, liberties, and immunities  
15 under the guise of police power or any other governmental power." — *Miranda v.*  
16 *Arizona*, 384 U.S. 436, 491 (1966).
- 17 • "An unconstitutional act is not law; it confers no rights; it imposes no duties; affords  
18 no protection; it creates no office; it is, in legal contemplation, as inoperative as  
19 though it had never been passed." — *Norton v. Shelby County*, 118 U.S. 425, 442  
20 (1886).
- 21 • "No one is bound to obey an unconstitutional law, and no courts are bound to  
22 enforce it." — *16 Am. Jur. 2d, Sec. 177, Late Am. Jur. 2d, Sec. 256*.
- 23 • "Sovereignty itself remains with the people, by whom and for whom all  
24 government exists and acts." — *Yick Wo v. Hopkins*, 118 U.S. 356, 370 (1886).

## 25 **II. Supremacy Clause**

26 Plaintiffs respectfully assert and affirm that:

- 27 • **The Supremacy Clause of the Constitution of the United States (Article VI,**  
28 **Clause 2) establishes that the Constitution, federal laws made pursuant to**

1 it, and treaties **made under its authority**, constitute the "**supreme Law of the**  
2 **Land**", and thus **take priority over any conflicting state laws**. It provides  
3 that state courts are bound by, and state constitutions subordinate to, the  
4 supreme law. However, federal statutes and treaties must be within the  
5 parameters of the Constitution; **that is, they must be pursuant to** the federal  
6 government's **enumerated powers**, and **not violate other constitutional**  
7 **limits on federal power ...** As a constitutional provision identifying the  
8 supremacy of federal law, the Supremacy Clause assumes the underlying  
9 priority of federal authority, **albeit only when that authority is expressed in**  
10 **the Constitution itself; no matter what** the federal or state governments  
11 **might wish to do**, they **must** stay within the boundaries of the **Constitution**.

### 12 III. DESCRIPTION OF AFFECTED **PRIVATE TRUST** PROPERTY

13 This action affects title to the private Trust property (herein referred to as "private  
14 property" and/or "subject property") situated in the county of Riverside,  
15 California, commonly described as a '31990 Pasos Place, Temecula, California,' and  
16 described as follows: Lot 5 of Tract No. 23209, in the City of Temecula, California,  
17 County of Riverside, on file in Book 320, Pages 79 through 97 records of Riverside  
18 County, California,' hereinafter referred to as the "Property," and **all** bonds,  
19 securities, Federal Reserve Notes, assets, tangible and intangible, registered and  
20 unregistered, and more particularly described in the Authentic UCC1 filing and  
21 **NOTICE #2024385925-4 and #2024385935-1, and UCC3 filing and NOTICE**  
22 **#2024402433-7 and 2024411182-7**, all Filed in the Office of Secretary of State State Of  
23 Nevada. Attached hereto as **Exhibits A, B, C, and D** respectively, and incorporated  
24 herein by reference.

25 This action also affected any titles, investments, interests, principal amounts,  
26 **credits**, funds, assets, bonds, Federal Reserve Notes, notes, bills of exchange,  
27 entitlements, negotiable instruments, or similar collateralized, hypothecated, and/  
28 or securitized items in any manner tied to Plaintiffs' signature, promise to pay,

1 order to pay, endorsement, credits, authorization, or comparable actions  
2 (collectively referred to hereinafter as “Assets”).

3 **IV. STANDING**

- 4 1. Plaintiffs are **undisputedly** the Real Party(ies) in Interest, holder(s) in due  
5 course, Creditor(s), and hold allodial title to **any and all** assets, registered or  
6 unregistered, tangible or intangible, in accordance with contract law, principles,  
7 **common law, exclusive equity**, the right to equitable subrogation, and the  
8 U.C.C. (Uniform Commercial Code). This is further evidenced by the following  
9 UCC filings, all duly filed in the Office of the Secretary of State, State of Nevada:  
10 **UCC1 filing #2024385925-4 and #2024385935-1, and UCC3 filing #2024402433-7**  
11 **and 2024411182-7** (Exhibits A, B, C, and D), and in accordance with UCC §§  
12 3-302, 9-105, and 9-509.
- 13 2. **Plaintiffs’ standing** is further affirmed and **evidenced** by the GRANT DEED  
14 recorded in Official Records County of Riverside, DOC #2024-0291980, APN:  
15 957-570-005, File No.: 37238 KH, where the private trust property is titled to ‘WG  
16 **Private Irrevocable** Trust, dated Febraury 7, 2022’ (Exhibit E).
- 17 3. Plaintiffs maintain **exclusive and sole standing** in relation to said assets and  
18 their interests, as duly recorded and affirmed by these filing.
- 19 4. **Plaintiff(s) alone possess(es) exclusive equity.**
- 20 5. Defendants do **NOT** have **any** valid interest or standing.
- 21 6. Defendants do **NOT** have a valid claim to the ‘**Property**’ (31990 Pasos Place,  
22 Temecula, California,’ and described as follows: Lot 5 of Tract No. 23209, in the  
23 City of Temecula, California, County of Riverside, on file in Book 320, Pages 79  
24 through 97 records of Riverside County, California), or any of the respective  
25 Assets, registered and unregistered, tangible and intangible.
- 26 7. Defendants do not possess any valid interest or standing concerning DEED OF  
27 TRUST #000+1365377+24+1+1-15, or NOTE #000+1365377+9+1-3 DATED JULY  
28 15, 2022, which **both** have been **Accepted for Value and Returned for Value,**

1 with honor, for full satisfaction, setoff, and adjustment of all charges associated  
2 with the DEED OF TRUST, pursuant to House Joint Resolution 192 of June 5,  
3 1933 (Public Law 73-10) and Article 3 of the Uniform Commercial Code (U.C.C.).  
4 The original document was **special deposited** into a private post registered  
5 account with the U.S. Treasury (Fiduciary), as evidenced by Registered Mail  
6 #RF661588808US and the accompanying form 3811, which was **signed and**  
7 **returned**. Said Acquired DEED OF TRUST and NOTE, as well as a **Library of**  
8 **Congress Certified Copy** of *The Public Statutes at Large of the United States of*  
9 *America* from March 1933 to June 1934: House Joint Resolution 192 of June 5,  
10 1933, Public Law 73-10 (Exhibits G, BB, and H respectively).

11 **V. Defendants' Actions as Acts of War Against the**  
12 **Constitution**

13 The defendants' conduct constitutes an **outright war against the Constitution** of  
14 the United States, its *principles*, and the **rule of law**. By their *bad faith* and  
15 deplorable actions, the defendants have demonstrated *willful and intentional*  
16 disregard and contempt for the **supreme law of the land**, as set forth in **Article VI,**  
17 **Clause 2 of the Constitution**, which declares that the Constitution, federal laws,  
18 and treaties are the supreme law of the land, binding upon all states, courts, and  
19 officers.

20 **A. Violations of Constitutional Protections**

21 The defendants have intentionally and systematically engaged in acts that directly  
22 violate the protections guaranteed to the plaintiffs and the people under the  
23 Constitution, including but not limited to:

- 24 **1. Violation of the Plaintiffs' Unalienable Rights:** The defendants have  
25 deprived the plaintiffs of life, liberty, and property without due process of  
26 law, as guaranteed under the Fifth and Fourteenth Amendments.
- 27 **2. Subversion of the Rule of Law:** Through their actions, the defendants have  
28 undermined the separation of powers and checks and balances established

1 by the Constitution. They have disregarded the judiciary's duty to uphold the  
2 Constitution by attempting to operate outside the confines of lawful  
3 authority, rendering themselves effectively unaccountable.

4 **3. Treasonous Conduct:** Pursuant to Article III, Section 3, treason against  
5 the United States is defined as levying war against them or adhering to  
6 their enemies, giving them aid and comfort. The defendants' conduct in  
7 subverting the constitutional order, depriving citizens of their lawful  
8 rights, and unlawfully exercising power without jurisdiction constitutes  
9 a form of domestic treason against the Constitution and the people it  
10 protects.

11 **B. Acts of Aggression and Tyranny**

12 The defendants' actions amount to a usurpation of authority and a direct  
13 attack on the sovereignty of the people, who are the true source of all  
14 government power under the Constitution. As stated in the Declaration of  
15 Independence, whenever any form of government becomes destructive of the  
16 unalienable rights of the people, it is the right of the people to alter or abolish  
17 it. The defendants, through their actions, have positioned themselves as  
18 adversaries to this principle, attempting to replace the rule of law with  
19 arbitrary and unlawful dictates.

20 **C. Weaponizing Authority to Oppress**

21 The defendants' intentional misuse of their authority to act against the interests of  
22 the Constitution and its Citizens is a clear manifestation of tyranny. Rather than  
23 serving their constitutional mandate to protect and defend the Constitution, they  
24 have actively waged war on it by:

- 25 • **Suppressing lawful claims and evidence presented by the plaintiffs** to  
26 protect their property and rights.
- 27 • **Engaging in acts of fraud, coercion, and racketeering** that strip plaintiffs of  
28 their constitutional protections.

- 1 • Dismissing the jurisdictional authority of constitutional mandates,  
2 including but not limited to rights to due process and equal protection under  
3 the law.

4 The defendants' actions are not merely breaches of law; they are acts of *insurrection*  
5 *and rebellion against the very foundation of the nation's constitutional*  
6 *framework*. Such acts must not go unchallenged, as they jeopardize the  
7 constitutional order, the rights of the people, and the rule of law that ensures justice  
8 and equality. Plaintiffs call upon the court and relevant authorities to enforce the  
9 Constitution, compel accountability, and halt the defendants' treasonous war  
10 against the supreme law of the land.

## 11 **VI. 'Bare Statutes' as Confirmation of Guilt and the** 12 **Necessity of Prosecution by an Enforcer**

13 Plaintiffs' incorporation of "bare statutes" does **NOT** exonerate Defendants;  
14 rather, it serves as evidence of Defendants' guilt, which they have already  
15 *undisputedly* admitted through their actions and lack of rebuttal to any  
16 affidavits, which they have a duty to respond to. The invocation of bare  
17 statutes merely underscores the necessity for Plaintiffs to compel a formal  
18 enforcer, such as a District Attorney or Attorney General, to prosecute the  
19 criminal violations. This requirement for enforcement does **NOT** negate the  
20 Defendants' culpability but, instead, affirms the gravity of their admitted  
21 violations.

22 In this matter, Plaintiffs have thoroughly detailed the Defendants' willful and  
23 intentional breaches of multiple federal statutes under Title 18, and Plaintiff's  
24 **private right(s) of action**. These *blatant* and *willful* violations have been  
25 clearly articulated in the **AMENDED COMPLAINT, which was delivered to**  
26 **the CLERK OF THE COURT on xx/xx/xxxx. — ["**An instrument is deemed  
27 in law **filed** at **the time it is delivered to the clerk**, *regardless* of whether the  
28 instrument is filemarked.**"]** --Standard Fire Ins. Co. v. LaCoke, 585 S.W.2d



1 678, 680 (Tex.1979); Hanover Fire Ins. Co. v. Shrader, 89 Tex. 35, 42, 33 S.W.  
2 112, 113 (1895); Turner v. State, 41 Tex. 549, 552 (1874); Holman v. Chevaillier,  
3 14 Tex. 337, 339-40 (1855); Beal v. Alexander, 6 Tex. 531, 541 (1855).

4 Defendants' actions constitute **treasonous** conduct against the **Constitution**  
5 **and the American people**. Their behavior, alongside that of their counsel,  
6 reflects an attitude of being above the law, further solidifying their guilt.

7 Plaintiffs maintain that the Defendants' reliance on procedural defenses or  
8 technicalities does not absolve them of their criminal conduct. Instead, their  
9 actions are an unequivocal admission of guilt that necessitates legal action by  
10 the appropriate prosecutorial authority. Plaintiffs reserve all rights to compel  
11 such enforcement to ensure that the Defendants are held fully accountable for  
12 their crimes.

## 13 **VII. 'state Citizen' vs 'citizen of the United States'**

14 1. **"The fourteenth amendment creates and defines citizenship of the United**  
15 **States**. It had long been contended, and had been held by many learned  
16 authorities, and had never been judicially decided to the contrary, that there was  
17 no such thing as a citizen of the United States, except as that condition arose  
18 from citizenship of some state. No mode existed, it was said, of obtaining a  
19 citizenship of the United States, except by first becoming a citizen of some state.  
20 ***This question is now at rest.*** The fourteenth amendment defines and declares  
21 who shall be citizens of the United States, to wit, "all persons born or  
22 naturalized in the United States, and subject to the jurisdiction thereof." The  
23 latter qualification was intended to exclude the children of foreign  
24 representatives and the like. With this qualification, every person born in the  
25 United States or naturalized is declared to be a citizen of the United States and  
26 of the state wherein he resides." — UNITED STATES V. ANTHONY. [11 Blatchf.  
27 200; 5 Chi. Leg. News. 462, 493; 17 Int. Rev. Rec. 197; 30 Leg. Int. 266; 5 Leg. Op.  
28 63; 20 Pittsb. Leg. J. 199.] Circuit Court, N. D. New York. June 18, 1873.

- 1 2. "It is quite clear, then, that there is a citizenship of the United States\*\* and a  
2 citizenship of a State, which are distinct from each other and which depend  
3 upon different characteristics or circumstances in the individual." — [Slaughter](#)  
4 [House Cases](#), 83 U.S. 36 (1872).
- 5 3. "We have in our political system a Government of the United States and a government  
6 of each of the several States. Each one of these governments is distinct from the others,  
7 and each has citizens of its own who owe it allegiance, and whose rights, within its  
8 jurisdiction, it must protect. **The same person may be at the same time a citizen of the**  
9 **United States and a Citizen of a State**, but his rights of citizenship under one of these  
10 governments will be different from those he has under the other." — Slaughter House  
11 Cases **United States vs. Cruikshank**, 92 U.S. 542 (1875).
- 12 4. "One may be a citizen of a State and yet not a citizen of the United States." —  
13 Thomasson v. State, 15 Ind. 449; Cory v. Carter, 48 Ind. 327 (17 Am. R. 738);  
14 [McCarthy v. Froelke](#), 63 Ind. 507; [In Re Wehlitz](#), 16 Wis. 443. [[McDonel v. State](#), 90  
15 Ind. 320, 323 (1883)] [underlines added].
- 16 5. "The first clause of the fourteenth amendment of the federal Constitution  
17 made negroes citizens of the United States\*\*, and citizens of the state in which  
18 they reside, and thereby created **two classes** of citizens, one of the United  
19 States\*\* and the other of the state." — [4 Dec. Dig. '06, p. 1197, sec. 11]  
20 ["Citizens" (1906), emphasis added].
- 21 6. "That there is a **citizenship of the United States and a citizenship of a state**,  
22 and the privileges and immunities of one are not the same as the other is well  
23 established by the decisions of the courts of this country." — [[Tashiro v. Jordan](#),  
24 201 Cal. 236 (1927)].
- 25 7. "... both before and after the Fourteenth Amendment to the federal  
26 Constitution, it has not been necessary for a person to be a citizen of the  
27 United States in order to be a citizen of his state." — [[Crosse v. Board of](#)  
28 [Supervisors of Elections](#)] [221 A.2d 431 (1966)].

- 1 8. “The privileges and immunities clause of the Fourteenth Amendment  
2 protects very few rights because it neither incorporates any of the Bill of Rights  
3 nor protects all rights of individual citizens. See Slaughter-House Cases, 83 U.S.  
4 (16 Wall.) 36, 21 L.Ed. 394 (1873). Instead, this provision protects only those  
5 rights peculiar to being a citizen of the federal government; it does not protect  
6 those rights which relate to state citizenship.” – [Jones v. Temmer, 829 F.Supp.  
7 1226 (USDC/DCO 1993)]
- 8 9. The 1st clause of the fourteenth Amendment states: “All persons born or  
9 naturalized in the United States, **and** subject to the jurisdiction thereof, are  
10 citizens of the United States and the state wherein they reside.”
- 11 10. The 1st clause of the fourteenth Amendment **does not** say: “All persons born or  
12 naturalized in the United States, **are** subject to the jurisdiction thereof . . . .”
- 13 11. The 1st clause of the fourteenth Amendment contains **two requirements**  
14 for United States citizenship: **(a)** that a person be born or naturalized in the  
15 United States **and** **(b)** that a person be subject to the jurisdiction of the  
16 United States.

17 **VIII. national/non-citizen national' aka state Citizen**

- 18 1. The **DEPARTMENT OF STATE** document, “Certificates of Non-Citizen  
19 Nationality,” located at [https://travel.state.gov/content/travel/en/legal/travel-](https://travel.state.gov/content/travel/en/legal/travel-legal-considerations/us-citizenship/Certificates-Non-Citizen-Nationality.html)  
20 [legal-considerations/us-citizenship/Certificates-Non-Citizen-Nationality.html](https://travel.state.gov/content/travel/en/legal/travel-legal-considerations/us-citizenship/Certificates-Non-Citizen-Nationality.html)  
21 says – in part – in the 3<sup>rd</sup> paragraph: “Section 101(a)(21) of the INA  
22 defines the term ‘**national**’ as ‘a person owing permanent allegiance to a  
23 state.’ Section 101(a)(22) of the INA provides that the term ‘**national** of the  
24 United States’ includes all U.S. citizens as well as persons who, though not  
25 citizens of the United States, owe permanent allegiance to the United  
26 States (**non-citizen nationals**).”
- 27 2. **Title 8 U.S. Code § 1101(22) - Definition**, expressly stipulates, “ **(22)**The  
28 term “**national** of the United States” means (A) a citizen of the United

1 States, **OR** (B) *a person who, though not a citizen of the United States, owes*  
2 *permanent allegiance to the United States."*

- 3 3. **22 CFR § 51.2 - Passport issued to nationals only**, stipulates: (a) A  
4 passport may be issued **only** to a U.S. **national**.
- 5 4. **22 CFR § 51.3 - Types of passports**, stipulates: (a) Regular passport. A  
6 regular passport is issued to a **national** of the United States. (e) Passport  
7 card. A passport card is issued to a **national** of the United States on the  
8 same basis as a regular passport.
- 9 5. **Title 18 U.S. Code § 112 - Protection of foreign officials, official guests,**  
10 **and internationally protected persons**, expressly stipulates that "foreign  
11 government", "foreign official", "internationally protected person",  
12 "international organization", "**national** of the United States", and "official  
13 guest" have the *same meaning*.
- 14 6. It is **unequivocally true** that **Title 18 U.S. Code § 112 - Protection of foreign officials,**  
15 **official guests, and internationally protected persons** expressly stipulates that in  
16 additional to being a **national**, a **national** is *also* considered a "foreign government",  
17 "foreign official", "internationally protected person", "international organization",  
18 "**national** of the United States", and "official guest."
- 19 7. Attached is national's PASSPORT #**A39235161**, as defined by **22 CFR § 51.2 and**  
20 **22 CFR § 51.3 and this DOCUMENT unequivocally** evidences and demonstrates  
21 that the holder is a '**national**,' as defined by these provisions. A copy attached  
22 hereto as Exhibits EE and incorporated herein by reference.

23 **IX. Unrebutted AFFIDAVITS, Stipulated Facts, Contract Security**  
24 **Agreements, and Authorized Judgement and Lien**

- 25 1. Plaintiffs and Defendants are parties to certain Contract and Security  
26 Agreements, specifically contract security agreement numbers  
27 **9589071052700983677494, EI948566806US, RF661592042US, RF661592201US, and**  
28 **RF661592802US**. Each contract security agreement and/or self-executing

1 contract security agreement was received, considered, and agreed to by  
2 Defendants through **silent acquiescence, tacit agreement, and tacit procurement.**

3 Each contract also includes a corresponding Form 3811, which was signed as  
4 evidence of receipt. **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN**

5 **COMMERCE.** — 'He who does not deny, admits. **AN UNREBUTTED**

6 **AFFIDAVIT BECOMES THE JUDGEMENT IN COMMERCE.** — There is

7 nothing left to resolve.' ( See Exhibits I, J, K, L, M, N, and O respectively).

8 2. **Self-Executing Contract Security Agreement #RF661592201US (Exhibit L)** was

9 *received, considered, and agreed* to by Defendants, acknowledging and

10 accepting a Judgement, Summary Judgement, and/or Lien Authorization (in

11 accordance with U.C.C. § 9-509), against Defendants in the amount of One

12 Billion Dollars (\$1,000,000,000.00 USD), in favor of Plaintiffs.

13 3. Defendant(s) have a duty to respond to all of Plaintiffs' NOTICES and binding

14 CONTRACTS, and have intentionally and willfully remained silent and and

15 dishonor.

16 4. Defendants have received, considered, and agreed to all the terms of all contract

17 agreements, including the **Self-Executing Contract Security Agreement** (Exhibit

18 L), constituting a bona fide contract under the principles of contract law and the

19 Uniform Commercial Code (U.C.C.). Pursuant to the mailbox rule, which

20 establishes that **acceptance of an offer is effective when dispatched** (U.C.C. §

21 2-206. Offer and Acceptance in Formation of Contract) and **principles** of **silent**

22 **acquiescence, tacit procurement, and tacit agreement**, the acceptance is valid.

23 This acceptance is in alignment with the doctrine of 'offer and acceptance' and

24 the provisions of U.C.C. § 2-202, which governs the **final** expression of the

25 CONTRACT. Furthermore, under the U.C.C., all assets – whether registered or

26 unregistered – are held subject to the **allodial** title, with Plaintiffs maintaining

27 sole and exclusive standing over all real property, assets, securities, both tangible

28 and intangible, registered and unregistered, **as evidenced** by UCC1 filing

1 #2024385925-4 and #2024385935-1, and UCC3 filing #2024402433-7 and  
2 2024411182-7 (Exhibits A, B, C, and D).

3 **X. FIVE (5) UNREBUTTED AFFIDAVITS AND NO AGREEMENT TO**  
4 **ARBITRATION AND VALIDATION OF BINDING**  
5 **CONTRACT(S) UNDER U.C.C. PRINCIPLES**

- 6 1. **No Stipulation to Arbitration:** It is important to clarify that there is no stipulation to  
7 arbitration as evidenced by the *unrebutted* verified commercial affidavits (Exhibits I, J,  
8 K, L, and N). These affidavits present facts that all parties have agreed to.  
9 Consequently, all issues are considered settled according to the principles of *res*  
10 *judicata*, which are further supported by U.C.C. § 2-202, *Final* Written Expression:  
11 Parol or Extrinsic Evidence. This section states that a writing intended by the parties to  
12 serve as the definitive *final* expression of their **agreement** cannot be contradicted by  
13 any evidence of prior or contemporaneous agreements.
- 14 2. **U.C.C. § 1-103 – Enforcement of Contract and Fraud:** Under U.C.C. § 1-103, the  
15 Uniform Commercial Code applies to contracts unless explicitly stated  
16 otherwise. This section provides that fraud, duress, or any unlawful condition  
17 does **not** negate the binding nature of the contract. Therefore, the contracts in  
18 question are enforceable as written, free from fraud or misrepresentation, and  
19 valid under commercial law principles.
- 20 3. **U.C.C. § 2-204 – Formation of Contract:** As further supported by U.C.C. § 2-204,  
21 a contract can be formed even if the exact terms are not yet agreed upon,  
22 provided that there is an intention to form a contract and an agreement on  
23 essential terms. This principle affirms that the actions of the parties and the  
24 language in the unrebutted affidavits constitute an agreement to the terms at  
25 hand, making arbitration unnecessary.
- 26 4. **U.C.C. § 2-206 – Offer and Acceptance:** Additionally, U.C.C. § 2-206  
27 confirms that an offeror is bound by the terms once an offer is accepted,  
28 unless the offer states otherwise. The verified commercial affidavits and

1 contract and security agreements (Exhibits I, J, K, L, and N) submitted are  
2 *prima facie evidence* that the parties have mutually agreed to the terms,  
3 thereby forming a **CONTRACT** under the **principles** of offer and  
4 acceptance outlined in U.C.C. § 2-206.

5 5. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted  
6 verified commercial affidavits, contract agreement, and/or self-executing  
7 contract security agreement(s) (Exhibits I, J, K, L, and N), Defendants may  
8 **not** argue, controvert, or otherwise protest the finality of the  
9 administrative findings established through the unrebutted verified  
10 **commercial affidavits**. As per established legal principles and **legal**  
11 **maxims**, once an affidavit is submitted and not rebutted, its content is  
12 accepted as true, and Defendants are **estopped and barred** from contesting  
13 these findings in subsequent processes, **whether administrative or**  
14 **judicial**.

15 6. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted  
16 verified commercial affidavits, contract agreement, and/or self-executing  
17 contract security agreement(s) (Exhibits I, J, K, L, and N), Defendants or  
18 the entity they represent **is/are the DEBTOR(S)** in this matter.

19 7. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted  
20 verified commercial affidavits, contract agreement, and/or self-executing  
21 contract security agreement(s) (Exhibits I, J, K, L, and N), Defendants are  
22 **NOT** the CREDITOR, or an ASSIGNEE of the CREDITOR, in this matter.

23 8. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted  
24 verified commercial affidavits, contract agreement, and/or self-executing  
25 contract security agreement(s) (Exhibits I, J, K, L, and N), Defendants are  
26 indebted to Plaintiffs in the amount of **One Billion Dollars**  
27 **(\$1,000,000,000.00)**.

- 1 9. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted  
2 verified commercial affidavits, contract agreement, and/or self-executing  
3 contract security agreement(s) (Exhibits I, J, K, L, and N) Defendants do  
4 NOT have ‘standing.’
- 5 10. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted  
6 verified commercial affidavits, contract agreement, and/or self-executing  
7 contract security agreement(s) (Exhibits I, J, K, L, and N), under **California**  
8 **Code of Civil Procedure § 437c(c)**, summary judgement is appropriate  
9 when there is no triable issue of material fact and the moving party is  
10 entitled to judgement as a matter of law. The unrebutted verified  
11 commercial affidavits, contract agreement, and/or self-executing contract  
12 security agreement(s) (Exhibits I, J, K, L, and N) submitted by Plaintiff(s)  
13 demonstrate that no triable issues of material fact remain in dispute, and  
14 **Plaintiffs are entitled** to judgement based on the evidence presented and  
15 as *a matter of law*.
- 16 11. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted  
17 verified commercial affidavits, contract agreement, and/or self-executing  
18 contract security agreement(s) (Exhibits I, J, K, L, and N), “Statements of  
19 **fact** contained in affidavits which are **not** rebutted by the opposing party's  
20 **affidavit or pleadings may**[must] be accepted as **true** by the trial court.” --  
21 Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976).
- 22 12. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted  
23 verified commercial affidavits, contract agreement, and/or self-executing  
24 contract security agreement(s) (Exhibits I, J, K, L, and N), the principles of  
25 *res judicata, stare decisis*, and **collateral estoppel** apply to the unrebutted  
26 **commercial affidavits**, establishing that all issues are deemed settled and  
27 *cannot* be contested further. These *principles* reinforce the finality of the  
28 administrative findings and support the granting of summary judgement,



1 as a matter of law. - 'HE WHO LEAVES THE BATTLEFIELD FIRST  
2 LOSES BY DEFAULT.'

3 XI. JUDGEMENT OF \$1,000,000,000.00 CONSIDERED, AGREED TO,  
4 AND AUTHORIZED BY DEFENDANTS.

- 5 1. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted verified  
6 commercial affidavits, contract agreement, and/or self-executing contract security  
7 agreement(s) (Exhibits I, J, K, L, and N), Defendants **fully authorize, endorse, support,**  
8 and advocate for the entry of a UCC commercial judgement and lien in the amount of  
9 **One Billion Dollars (\$1,000,000,000.00 )** against Defendants, in favor of Plaintiffs, as  
10 also evidenced by INVOICE/TRUE BILL #SIERRPHHDISHONOR13 which is a part  
11 of Exhibit L. INVOICE/TRUE BILL #SIERRPHHDISHONOR13 is attached hereto as  
12 **Exhibit P** and incorporated herein by reference.
- 13 2. As considered, agreed, and stipulated by Defendant(s) in the unrebutted  
14 verified commercial affidavits, contract agreement, and/or self-executing  
15 contract security agreement(s) (Exhibits I, J, K, L, and N), should it be deemed  
16 necessary, the Plaintiffs are **fully Authorized** to initiate the filing of a lien, and  
17 the seizing of property to secure satisfaction of the **ADJUDGED, DECREED,**  
18 **AND AUTHORIZED** sum total due to Affiant, and/or Plaintiffs of, **One**  
19 **Billion and 00/100 Dollars (\$1,000,000,000.00).**

20 XII. DEFENDANTS are DEBTORS without and 'Standing'

- 21 1. Defendants are **undisputedly** the **DEBTORS** in this matter.
- 22 2. Defendants are **undisputedly NOT** the CREDITOR(S), or an ASSIGNEE(S) of  
23 the CREDITOR(S), in this matter.
- 24 3. Defendants do **NOT** have power of attorney in any way.
- 25 4. Defendants do **NOT** have **any** standing.
- 26 5. Defendants are **presumed** to be in **dishonor**, in accordance with U.C.C. § 3-505,  
27 as evidenced by the attached **Affidavit Certificate** of Dishonor, Non-response,  
28 **DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION** (Exhibit L).

1 **XIII. DEFENDANTS' PRESUMPTION OF DISHONOR UNDER**  
2 **U.C.C. § 3-505 AND EVIDENCE PROVING DEFENDANTS'**  
3 **DISHONOR**

- 4 1. The failure of Defendants to rebut or provide any valid evidence of their  
5 performance is further confirmed by the, 'AFFIDAVIT CERTIFICATE of  
6 DISHONOR, NON-RESPONSE, DEFAULT, JUDGEMENT, and LIEN  
7 AUTHORIZATION"/Self-Executing Contract Security Agreement (Exhibit E),  
8 which is **duly notarized** and complies with the requirements of U.C.C. § 3-505.  
9 2. Under U.C.C. § 3-505, a document regular in form, such as the notarized Affidavit  
10 Certificate serves as evidence of dishonor and creates a **presumption** of dishonor.

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

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

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

16 (2) A purported stamp or writing of the drawee, payor bank, or presenting  
17 bank on or accompanying the instrument stating that acceptance or payment  
18 has been refused unless reasons for the refusal are stated and the reasons are  
19 not consistent with dishonor;

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

23 (b) **A protest is a certificate of dishonor made by a** United States consul or  
24 vice consul, or **a notary public** or other person authorized to administer  
25 oaths by the law of the place where dishonor occurs. It may be made upon  
26 information satisfactory to that person. The protest must identify the  
27 instrument and certify either that presentment has been made or, if not made,  
28 the reason why it was not made, and that the instrument has been

1 dishonored by nonacceptance or nonpayment. The protest may also certify  
2 that notice of dishonor has been given to some or all parties.

3 3. The notarized ‘AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE,  
4 DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION”/Self-Executing  
5 Contract Security Agreement (Exhibit L), complies with these requirements and  
6 serves as a formal protest and **evidence of dishonor** under U.C.C. § 3-505, as it  
7 clearly documents Defendants’ refusal to respond or provide the necessary  
8 rebuttal to Plaintiffs’ claims.

9 4. Defendants **have not** submitted any evidence to contradict or rebut the  
10 statements made in the affidavits. As a result, the facts set forth in the affidavits  
11 are deemed true and uncontested. *Additionally*, the California Evidence Code §  
12 664 and related case law support the presumption that official duties have been  
13 regularly performed, and *unrebutted* affidavits stand as **Truth**.

14 5. Defendants may **not** argue, controvert, or otherwise protest the finality of the  
15 administrative findings established through the unrebutted affidavits. As per  
16 established legal principles, once an affidavit is submitted and not rebutted, its  
17 content is accepted as true, and Defendants are barred from contesting these  
18 findings in subsequent processes, whether administrative or judicial.

19 **XV. DEFENDANTS are ‘WARDS OF THE COURT’ with 18 USC 8**  
20 **Obligations**

21 1. It is a **well-established** principle under 4 ATTORNEY & CLIENT 7 C.J.S.  
22 **and 2-3 ATTORNEY & CLIENT 7 C.J.S.** that clients represented by  
23 ‘Attorneys at Law’ are considered ‘**wards of the court.**’ A copy of 4  
24 ATTORNEY & CLIENT 7 C.J.S. and 2-3 ATTORNEY & CLIENT 7 C.J.S. is  
25 attached hereto as **Exhibit FF**.

26 2. As **wards of the court**, Defendants have *voluntarily* relinquished their authority  
27 and autonomy over their legal matters, subjecting themselves to the jurisdiction  
28 and authority of this Court or administrative tribunal. Specifically:

- 1 • Defendants' attorneys are obligated to prioritize the interests of the court
- 2 over those of the Defendants;
- 3 • Defendants, by **contract**, have diminished their standing and authority in
- 4 their own case, evidencing their incompetence to rebut Plaintiff's claims.
- 5 3. By voluntarily retaining legal counsel, Defendants have willfully accepted their
- 6 diminished status as 'wards of the court.' This status is further evidenced by
- 7 their collective failure to rebut or nullify Plaintiff's claims in accordance
- 8 with U.C.C. § 1-103, which preserves the application of common law principles
- 9 such as good faith and fair dealing when statutory law (U.C.C. provisions) is
- 10 silent.

11 **XVI. 'Tender of Payment' made in 'full satisfaction' and Dollar for**  
12 **Dollar Discharge: U.C.C §§ 3-104, 3-601, 3-603, 3-311, 9-105, 9-509,**  
13 **House Joint Resolution 192 of June 5, 1933 Public Law 73-10.**

- 14 1. Plaintiffs under threat, duress, coercion, and extortion, made tender of
- 15 payment to Defendant(s), in **good faith** in the amount of **Seven Hundred**
- 16 **Thousand U.S. Dollars (\$700,000.00 USD)** for settlement and "**full**
- 17 **satisfaction**," and have been made to a person entitled to enforce the
- 18 instrument, as evidenced by UCC3 Filing #2024411189-0 (Exhibit D),
- 19 Registered BILL OF EXCHANGE #RF661591339US, and LETTER OF
- 20 CREDIT, #RF661591299US (See Exhibits Q and R).
- 21 2. Defendant(s) individually and collectively, **fully agree** that if said tender of
- 22 payment is/was "**refused**" there is/was **discharge, to the extent of the**
- 23 **amount of the tender**, as stipulated by U.C.C. § 3-603. Given the clear
- 24 indication of tender of payment contained a statement to the effect that the
- 25 instrument was tendered as **full satisfaction** of the claim, as stipulated by
- 26 U.C.C. § 3-311, there is again **discharge**.
- 27 3. As **considered, agreed, and stipulated** by Defendant(s) in the unrebutted
- 28 verified commercial affidavits, contract agreement, and/or self-executing

1 contract security agreement(s) (Exhibits I, J, K, L, and N), Defendants  
2 individually and collectively, **fully agree**, that **House Joint Resolution 192**  
3 **of June 5, 1933, Public Law 73-10** (Exhibit H) expressly stipulates, '**every**  
4 **provision** contained in or made with respect to **any** obligation which  
5 purports to give the obligee a right to require payment in gold or a  
6 **particular kind of coin or currency**, or in an amount in money of the  
7 United States measured thereby, **is declared to be against public policy;**  
8 **and no such provision shall be contained in or made with respect to any**  
9 **obligation hereafter incurred. Every obligation**, heretofore of hereafter  
10 incurred, whether or not any such provision is contained therein or made  
11 with respect thereto, **shall be discharged** upon payment, **dollar for dollar**,  
12 in **any coin** or **currency** which at the time of payment is legal tender for  
13 public and private debts (see **Exhibit H**).

14 **XVII. SPECIAL DEPOSIT and MASTER INDEMNITY BOND**

15 4. The VERIFIED COMPLAINT itself acted as a BOND and/or MONETARY  
16 INSTRUMENT, as defined by **31 U.S. Code § 5312 and U.C.C. § 3-104**,  
17 supplemented by the MASTER INDEMNITY BOND (Exhibit S), and that  
18 the BOND also satisfies the procedural and substantive requirements of  
19 **Rule 67 of the Federal Rules of Civil Procedure. Exclusive equity**  
20 supports this claim, as it ensures that no competing claims will infringe  
21 upon the Plaintiffs' established rights to this bond of and will be reported  
22 on the forms 1099-A, 1099-OID, and/or 1099-B, with Plaintiff(s) evidenced  
23 as the CREDITOR(S).

24 5. Janet Yellen, said Successor(s), and/or the United States Treasury is the  
25 registered holder and fiduciary of/for Plaintiff(s)' the private **Two**  
26 **Hundred Billion Dollar (\$200,000,000,000.00 USD) 'MASTER**  
27 **DISCHARGE AND INDEMNITY BOND'** #RF661448567US (Exhibit S),  
28 which was post deposited to private post registered account #RF 661 448

1 023 US. Said 'MASTER DISCHARGE AND INDEMNITY  
2 BOND' (#RF661448567US) expressly stipulates it is "insuring,  
3 underwriting, indemnifying, discharging, paying and satisfying **all** such  
4 account holders and accounts dollar for dollar against **any and all pre-**  
5 **existing, current and future** losses, costs, debts, taxes, encumbrances,  
6 deficits, deficiencies, liens, judgements, true bills, obligations of contract or  
7 performance, defaults, charges, and any and all other obligations **as may**  
8 **exist or come to exist** during the term of this Bond... Each of the said  
9 account holders and accounts **shall be severally insured, underwritten**  
10 **and indemnified against any and all future Liabilities as may appear,**  
11 **thereby instantly satisfying all such obligations dollar for dollar without**  
12 **exception** through the above-noted Private Offset Accounts up to and  
13 including the full face value of this Bond through maturity." It **will serve**  
14 **as an *additional CAUTION and/or BOND for immediate***  
15 **adjustment and setoff of any and all costs, taxes, judgements, and/or**  
16 **dues associated with these matters.**

17 **XVIII. Gold Reserve Act of 1934, Public Law 73-87, Title III, Section 3**

18 1. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted verified  
19 commercial affidavits, contract agreement, and/or self-executing contract security  
20 agreement(s) (Exhibits I, J, K, L, and N), Defendants individually and collectively, **fully**  
21 **agree** that **Gold Reserve Act of 1934, Public Law 73-87, Title III, Section 3**, stipulates:  
22 "(a) *every* provision contained in or made with respect to *any* obligation which  
23 purports to give the obligee a right to **require payment in** gold or *a particular kind of*  
24 *coin or currency* of the United States, or in an amount in money of the United States  
25 measured thereby, **is declared to be against** public policy. (b) *Every* obligation,  
26 heretofore or hereafter incurred, **shall be discharged upon payment, dollar for dollar,**  
27 **in *any* coin or currency** which at the time of payment is legal tender for **public and**  
28 **private** debts.

1 **XIX. GENERALLY ACCEPTED AUDITING STANDARDS**  
2 **(GAAS) and 12 U.S. Code §§ 83, 411, and 412**

3 1. As *considered, agreed, and stipulated* by Defendant(s) in the *unrebutted* verified  
4 commercial affidavits, contract agreement, and/or self-executing contract  
5 security agreement(s) (Exhibits I, J, K, L, and N), Defendants never at any time  
6 risked any of their/its assets and truly only *exchanged* the GENUINE ORIGINAL  
7 PROMISSORY NOTE for “credit” according to the **Federal Reserve** Generally  
8 Accepted Auditing Standards (GAAS) with the FEDERAL RESERVE SYSTEM,  
9 and the applicable provisions under the **Federal Reserve System** and **Title 12**  
10 **U.S. Code §§ 83, 411, and 412.**

11 2. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted verified  
12 commercial affidavits, contract agreement, and/or self-executing contract  
13 security agreement(s) (attached hereto as *Exhibits I, J, K, L, and N*), Defendants  
14 never, at any time, risked any of their own assets in the transaction. Instead,  
15 Defendants merely exchanged the **GENUINE ORIGINAL PROMISSORY**  
16 **NOTE** provided by Plaintiffs for “credit,” in accordance with the Federal  
17 Reserve’s Generally Accepted Auditing Standards (GAAS), and the applicable  
18 provisions under the **Federal Reserve System** and **Title 12 U.S. Code §§ 83, 411,**  
19 **and 412.**

20 Specifically:

21 **1. Prohibition Against Lending Bank Funds:**

22 Pursuant to **12 U.S.C. § 83 - ‘Loans by bank on its own stock’**, a national  
23 bank is *expressly prohibited* from lending its own capital, including its  
24 funds or assets, for *any* purpose. This statutory restriction ensures that  
25 banks do not risk their depositors’ money or their reserve capital in loan  
26 transactions. Instead, banks act as *intermediaries*, aka *money changers*,  
27 exchanging currency and issuing “credit” based on MONETARY  
28 INSTRUMENTS of value provided by borrowers. The Plaintiffs’

1 promissory note served as such an MONETARY INSTRUMENT of value,  
2 enabling the Defendants to *purchase and acquire* Plaintiffs' MONETARY  
3 INSTRUMENT and then extend "credit" without utilizing their own  
4 funds.

5 **12 U.S.C. § 83** provides:

6 "No national bank shall make any loan or discount on the security of the  
7 shares of its own capital stock. Nor shall any such association be the  
8 purchaser or holder of any such shares unless such security or purchase  
9 shall be necessary to prevent loss upon a debt previously contracted in  
10 good faith..."

11 While the statute focuses on preventing national banks from engaging in  
12 self-dealing with their capital stock, it also establishes the general  
13 **principle** that banks *cannot* loan their own assets or funds directly. This  
14 underscores the fact that the Plaintiffs' promissory note, not the  
15 Defendants' capital, initiated and facilitated the transaction.

16 **2. The PROMISSORY NOTE as Collateral:**

17 Plaintiffs' promissory note was a **negotiable instrument** under the  
18 Uniform Commercial Code (UCC), representing real value. Defendants  
19 monetized this NOTE to create "credit," rather than lending any pre-  
20 existing funds or risking their own assets. The note became **collateral** for  
21 the credit issued by Defendants, effectively making the Plaintiffs' own  
22 MONETARY INSTRUMENT/PROMISSORY NOTE the originating  
23 instrument and asset of the transaction.

24 **3. Exchange of Equivalent Value, Not a Loan:**

25 The transaction constituted an **exchange of currency**, whereby Plaintiffs  
26 provided the asset (the promissory note) that Defendants used to generate  
27 credit. Defendants then issued this credit to Plaintiffs, demonstrating that  
28 no traditional loan of pre-existing money occurred. Plaintiffs' promissory



1 note became the basis for the issuance of credit in compliance with 12  
2 U.S.C. § 411, which governs the issuance of Federal Reserve Notes as  
3 obligations of the United States, backed by collateral.

4 **4. Unjust Enrichment and Fraudulent Misrepresentation:**

5 By accepting and monetizing Plaintiffs' promissory note, Defendants  
6 obtained the full value of the alleged loan at the outset, while failing  
7 to disclose that no actual funds of their own were provided.

8 Defendants' retention of the note without returning equivalent  
9 collateral or funds constitutes **unjust enrichment**. Furthermore, their  
10 failure to disclose the true nature of the transaction represents  
11 **fraudulent misrepresentation**, as Plaintiffs were led to believe that  
12 Defendants provided a traditional loan.

13 **5. Legal and Financial Implications:**

14 The Plaintiffs' promissory note created the very credit extended to them,  
15 meaning that Plaintiffs have already provided the full value of the alleged  
16 loan. Consequently, no genuine debt exists between Plaintiffs and  
17 Defendants. Under the principles of equity and commercial law, the  
18 transaction must be treated as satisfied by the Plaintiffs' provision of the  
19 promissory note.

20 Defendants' reliance on the Plaintiffs' note as the originating asset further  
21 establishes that Plaintiffs are the rightful creators of the credit and should  
22 not be subjected to repayment obligations on funds that originated from  
23 their own instrument.

24 **XX. 12 U.S.C. 1813(L)(1): THE TERM 'DEPOSIT' DEFINED**

- 25 1. As considered, agreed, and stipulated by Defendant(s) in the unrebutted verified  
26 commercial affidavits, contract agreement, and/or self-executing contract  
27 security agreement(s) (Exhibits I, J, K, L, and N), as under **12 U.S.C. 1813(L)(1)**,  
28 "the term '**deposit**' means — the unpaid balance of money or its equivalent

1 received or held by a bank or savings association in the usual course of business  
2 and **for which it has given or is obligated to give credit**, either conditionally or  
3 unconditionally, to a commercial, checking, savings, time, or thrift account, or  
4 which is evidenced by its certificate of **deposit**, thrift certificate, investment  
5 certificate, certificate of indebtedness, or other similar name, or a check or draft  
6 drawn against a deposit account and certified by the bank or savings  
7 association, or a letter of credit or a traveler's check on which  
8 the bank or savings association is primarily liable: Provided, That, without  
9 limiting the generality of the term "**money or its equivalent**", **any such account**  
10 **or instrument must be regarded as evidencing** the receipt of the **equivalent of**  
11 **money when credited or issued in exchange** for checks or drafts **or for a**  
12 **promissory note** upon which the person obtaining any such **credit** or  
13 instrument is primarily or secondarily liable, **or** for a charge against  
14 a deposit account, **or** in settlement of **checks, drafts**, or other instruments  
15 forwarded to such bank or savings association for collection."

- 16 2. As considered, agreed, and stipulated by Defendant(s) in the unrebutted verified  
17 commercial affidavits, contract agreement, and/or self-executing contract  
18 security agreement(s) (Exhibits I, J, K, L, and N), Defendants individually and  
19 collectively, fully agree that **Under Title 12 U.S.C. 1813(L)(1)** when the  
20 purported borrower gives, deposits, or surrenders or the subsequent **supposed**  
21 loan owner obtains the PROMISSORY NOTE, it becomes a CASH ITEM and  
22 Defendant(s), and/or their Corporation, parent Corporation and other  
23 subsidiaries are required to give the **purported** borrower a **CASH RECEIPT**. The  
24 deposit of Plaintiff's promissory note was made to a demand deposit account  
25 Defendant(s), and/or their Corporation, parent Corporation and other  
26 subsidiaries are required to show it on THEIR books, but **instead YOU/THEY do**  
27 **an offset** entry and **intentionally fail** to give the **purported borrower and/or**  
28 **Affiant a CASH RECEIPT**.

- 1 3. As considered, agreed, and stipulated by Defendant(s) in the unrebutted verified  
2 commercial affidavits, contract agreement, and/or self-executing contract  
3 security agreement(s) (Exhibits I, J, K, L, and N), Defendants individually and  
4 collectively, fully agree that Plaintiff(s) is/are the Creditor(s) and the source of all  
5 equity used for the acquisition of the Property, and the holder in due course of all  
6 assets, as evidenced by **UCC1 filing #2024385925-4** and **#2024385935-1**, and  
7 **UCC3 filing #2024402433-7** and **2024411182-7** (Exhibits A, B, C, and D).
- 8 4. As *considered*, agreed, and stipulated by Defendant(s) in the unrebutted verified  
9 commercial affidavits, contract agreement, and/or self-executing contract  
10 security agreement(s) (Exhibits I, J, K, L, and N), the forms 1099-A, 1099-C, and  
11 1099-OID have been filed and Accepted by the Internal Revenue Service,  
12 correctly and appropriately listing Plaintiff(s) as “LENDER” and “PAYER,” and  
13 Defendant(s) as BORROWER and “RECIPIENT,” indicating discharge,  
14 settlement and satisfaction of any purported obligation. (See **Exhibits T, U, V,**  
15 **W, X, Y, Z, and AA**).
- 16 5. As *considered*, agreed, and stipulated by Defendant(s) in the unrebutted verified  
17 commercial **affidavits**, contract agreement, and/or self-executing contract  
18 security agreement(s) (Exhibits I, J, K, L, and N), the negotiable instrument,  
19 titled ‘BUYER’S FINAL SETTLEMENT STATEMENT,’ valued at \$1,023,416.35,  
20 has been accepted for its assessed value and returned for setoff and discharge of  
21 the obligation as defined under 18 U.S.C. § 8. This action aligns with House Joint  
22 Resolution 192 of June 5, 1933 (Public Law 73-10), as well as U.C.C. §§ 3-603,  
23 3-311, 3-104, Article I, Section 10, and Article IV of the Constitution, affirming the  
24 Republic's form of government. (See **Exhibit BB**).
- 25 6. As considered, agreed, and stipulated by Defendant(s) in the unrebutted  
26 verified commercial **affidavits**, contract agreement, and/or self-executing  
27 contract security agreement(s) (Exhibits I, J, K, L, and N), the ‘Affidavit of  
28 WALKER TODD,’ (Exhibit CC) a professional Witnesses and former

1 Federal Reserve Attorney, further evidences that **Plaintiffs are the TRUE**  
2 **Creditors.**

3 7. As *considered*, agreed, and stipulated by Defendant(s) in the unrebutted verified  
4 commercial **affidavits**, contract agreement, and/or self-executing contract  
5 security agreement(s) (Exhibits I, J, K, L, and N), Defendant(s) has/have been  
6 **paid in full** for any purported “contract” and/or obligation.

7 8. As *considered*, agreed, and stipulated by Defendant(s) in the unrebutted verified  
8 commercial affidavits, contract agreement, and/or self-executing contract  
9 security agreement(s) (Exhibits I, J, K, L, and N), the unrebutted affidavits  
10 themselves serve as *prima facie* evidence of **fraud, embezzlement, fraud,**  
11 **larceny, intensity theft, conspiracy, deprivation of rights under the color of law,**  
12 **extortion. coercion, injury and damage to Affiant and proof of claim. See *United***  
13 ***States v. Kis*, 658 F.2d, 526 (7<sup>th</sup> Cir. 1981), “Appellee had the burden of first**  
14 **proving its prima facie case and could do so by affidavit or other evidence.”**

15 9. As *considered*, agreed, and stipulated by Defendant(s) in the unrebutted verified  
16 commercial affidavits, contract agreement, and/or self-executing contract  
17 security agreement(s) (Exhibits I, J, K, L, and N), Defendants have **individually**  
18 **and collectively admitted the statements and claims** by TACIT  
19 **PROCURATION**, all issues are deemed **settled RES JUDICATA, STARE**  
20 **DECISIS** and by **COLLATERAL ESTOPPEL.**

21 **XXI. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (GAAP)**

22 1. As *considered*, agreed, and *stipulated* by Defendant(s) in the unrebutted verified  
23 commercial affidavits, contract agreement, and/or self-executing contract  
24 security agreement(s) (Exhibits I, J, K, L, and N), Defendants never at any time  
25 risked any of its assets and truly only exchanged the GENUINE ORIGINAL  
26 PROMISSORY NOTE for “credit” according to the **Generally Accepted**  
27 **Accounting Principles (GAAP).** ‘Banks’ are **required** to adhere Generally  
28 Accepted Accounting Principles and as **evidenced** by, **12 U.S.C 1831n -**

1 'Accounting objectives, standards, and requirements': ["](2) Standards

2 (A)Uniform accounting principles consistent with GAAP Subject to the

3 requirements of this chapter and any other provision of Federal law, the

4 accounting principles applicable to reports or statements required to be filed

5 with Federal banking agencies by all insured depository institutions shall be

6 uniform and consistent with generally accepted accounting principles.["]

7 2. As *considered, agreed, and stipulated* by Defendant(s) in the *unrebutted*  
8 verified commercial affidavits, contract agreement, and/or self-executing  
9 contract security agreement(s) (Exhibits I, J, K, L, and N), GAAP follows  
10 an accounting convention that lies at the heart of the **double-entry**  
11 **bookkeeping system** called the **Matching Principle**. This principle works  
12 are follows: when a bank accepts bullion, coin, currency, drafts,  
13 promissory notes, or any other similar instruments (hereinafter  
14 "instruments") from customers and deposits or records the instruments as  
15 assets, it must record offsetting liabilities that match the assets that it  
16 accepted from customers. **The liabilities represent the amounts that the**  
17 **bank owes the customers**, funds accepted from customers. If a fractional  
18 reserve banking system like the United States banking system, most of the  
19 funds advanced to borrowers (assets held by banks) are created by the  
20 banks, once they purchase/acquire the TRUE Creditor's Asset (NOTE,  
21 ORDER, DRAFT, LETTER OF CREDIT, MONEY ORDER, SECURITY,  
22 ETC.) and are not merely transferred from one set of depositors to another  
23 set of borrowers. Said Asset remains an Asset to Plaintiffs.

24 3. As *considered, agreed, and stipulated* by Defendant(s) in the *unrebutted* verified  
25 commercial affidavits, contract agreement, and/or self-executing contract  
26 security agreement(s) (Exhibits I, J, K, L, and N), GAAP is **intended to ensure**  
27 **consistency among financial records, financial transparency, and protection**  
28 **from fraud or misleading company reports.**

1 **XXII. DEFENDANTS' WILLFUL AND INTENTIONAL FAILURE TO**  
2 **REBUT FIVE (5) AFFIDAVITS IS CONSENT BY SILENCE: SILENT**  
3 **ACQUIESCENCE, TACIT AGREEMENT, AND TACIT**  
4 **PROCURATION**

- 5 1. Defendants' self-admitted collective acknowledgment of receipt,  
6 **consideration, and agreement** to Plaintiff's **affidavits**, coupled with their  
7 willful and blatant failure to rebut, dispute, or respond to the affidavits in  
8 any manner, constitutes:
- 9 • A **binding agreement** to the facts and claims asserted therein;
  - 10 • A demonstration of Defendants' legal incapacity and incompetence as  
11 *'wards of the court'*;
  - 12 • Material facts supporting Plaintiff's entitlement to all relief sought **and**  
13 Summary Judgment.
- 14 2. In accordance with longstanding principles of law, **silence is acquiescence**, and  
15 *unrebutted affidavits* stand as **Truth** in commerce and in **Law**. Defendants'  
16 willful and intentional failure to respond constitutes tacit agreement to all claims  
17 and statements set forth in the **affidavits**.
- 18 3. Ignorance of the law is no excuse. Defendants' collective failure to rebut or properly  
19 respond cannot be dismissed as mere oversight or negligence. It is a clear, **willful, and**  
20 **intentional** act that affirms the validity of **all** Plaintiff's claims.
- 21 4. Under **U.C.C. § 2-206, 'Offer and Acceptance in Formation of Contract,'**  
22 Defendants' actions further evidence an acceptance of Plaintiff's offer, contract,  
23 and claims as they fail to counter the presented affidavits, which constitute clear  
24 and unequivocal offers to establish **material facts**. Defendants' **self-admitted**  
25 **willful and intentional silence** and inaction are recognized under this provision  
26 as valid acceptance in the course of dealings.

27 **XXIII. PLAINTIFFS'S ATTEMPTS TO SETTLE AND DEFENDANTS'**  
28 **VIOLATIONS OF RIGHTS**

- 1 1. Plaintiffs made several good-faith attempts to settle this matter with Defendants  
2 by formally requesting restitution and the cessation of fraudulent and bad faith  
3 acts, including the immediate filing of documents necessary to clear the title to  
4 the private trust property.
- 5 2. Defendants' **failure to address or rebut these violations** in their Response  
6 constitutes further silent acquiescence and tacit admission of the truth of  
7 Plaintiff's claims. Their silence on this matter evidences and confirms their  
8 acknowledgment of wrongdoing and liability.
- 9 3. Instead of doing the right thing returning the private trust Property as legally  
10 and lawfully requested, Defendants:
  - 11 • Willfully violated Plaintiff's rights;
  - 12 • Demonstrated their bad faith and disregard for Plaintiff's rights, further  
13 evidencing their inability or refusal to act in good faith.

#### 14 **XXIV. SUMMARY JUDGMENT is due as A MATTER OF LAW**

##### 15 1. **Unrebutted Affidavits Establish No Disputed Facts**

16 Plaintiffs' *unrebutted* verified **affidavits** were submitted in **good faith**. These affidavits  
17 were duly served upon Defendants, **and the Defendants have admitted to receiving**  
18 **them** providing adequate notice and an opportunity to rebut or contest the factual  
19 assertions therein. Defendants' failure to respond or provide a substantive rebuttal  
20 results in a legal presumption of the **affidavits'** validity and acceptance as fact.

21 Pursuant to Federal Rule of Civil Procedure 56, an affidavit that remains *unrebutted*  
22 eliminates any genuine issue of material fact, thereby justifying summary judgment.

##### 23 2. **Judicial Finality and Legal Precedent Supporting Summary Judgment**

24 The binding nature of *unrebutted* **affidavits** has long been recognized by judicial  
25 precedent. Courts consistently affirm that where affidavits are left uncontested, they  
26 establish facts conclusively:

- 27 • *Morris v. National Cash Register Co.*, 44 Cal.App.2d 811, 813 (1941) affirms  
28 that undisputed evidence is sufficient to warrant summary judgment.

1 • Pursuant to Federal and State Rules of Evidence, facts established by  
2 affidavit are considered binding in the absence of counter-affidavits or  
3 contradictory evidence.

4 3. **Rule 56 of the Federal Rules of Civil Procedure and Defendants' Failure to**  
5 **Produce Contradictory Evidence**

6 Defendants have neither presented competent evidence to dispute Plaintiffs'  
7 claims nor identified any material facts warranting trial. Plaintiffs' *unrebutted*  
8 verified affidavits and accompanying evidence collectively demonstrate the  
9 absence of any genuine issue of material fact. Without the presentation of  
10 contradictory evidence, Plaintiffs are **entitled** to judgment as **a matter of law**  
11 under **Rule 56 of the Federal Rules of Civil Procedure**.

12 4. **Collateral Estoppel, Res Judicata, and Stare Decisis**

- 13 • *Res Judicata*: The *unrebutted affidavits* carry the same legal weight as a  
14 judgment and are binding upon Defendants.
- 15 • *Collateral Estoppel*: Defendants are barred and precluded from re-  
16 litigating issues already resolved by the *unrebutted affidavits*.
- 17 • *Stare Decisis*: Courts uphold that undisputed affidavits conclusively  
18 establish facts in civil proceedings.

19 5. **Equity and Procedural Compliance**

- 20 • **Equity**: It would be manifestly inequitable to permit Defendants to delay  
21 proceedings after failing to rebut or contest the factual assertions within  
22 Plaintiffs' affidavits.
- 23 • **Procedural Compliance**: Plaintiffs have fully satisfied the procedural and  
24 substantive requirements for summary judgment by submitting  
25 admissible evidence establishing their claims.

26 6. **California Code of Civil Procedure § 437c(c)**

27 Under **California Code of Civil Procedure § 437c(c)**, summary judgment is  
28 warranted when "there is no triable issue as to any material fact, and the moving



1 party is *entitled* to judgment as a **matter of law**." The *unrebutted* **affidavits**  
2 submitted by Plaintiffs confirm that no triable issues of material fact remain.

3 **7. 7. Request for Sua Sponte Summary Judgment**

4 Given the clear evidence of Defendants' dishonor and failure to rebut any of the  
5 contents of Plaintiffs' affidavits or produce any competent evidence to dispute  
6 material facts, Plaintiffs respectfully demand that the Court recognize the  
7 undisputed validity of Plaintiffs' position and sanction the Defendants and grant  
8 default and summary judgment in the Plaintiffs favor sua sponte, *without* the  
9 necessity of any hearing.

10 **XXV. Foundational 'Case Law' on Standing, Mortgage Fraud,**  
11 **Foreclosure, Corporate Overreach**

12 Plaintiffs referenced the following case law summary highlights key legal principles on  
13 jurisdiction, standing, and procedural requirements in financial and mortgage-related  
14 cases. Courts consistently void judgments rendered without proper jurisdiction and  
15 emphasize the need for a party to demonstrate legal **standing**. Fraudulent lending  
16 practices, including violations of federal regulations, have led to dismissals with prejudice.  
17 Corporate overreach by banks is curtailed through rulings that prohibit lending credit and  
18 ultra vires contracts. Evidentiary standards stress the **sufficiency of affidavits** and the  
19 **duty** of full and complete disclosure of information to prevent fraud. Contract **principles**  
20 underscore the nullification of agreements lacking proper consideration,.

21 **A. Jurisdiction and Standing in Court**

22 Courts have consistently held that judgments rendered without subject matter  
23 jurisdiction are void from inception, and parties must have **standing** to invoke a  
24 court's jurisdiction. Notable cases emphasize that plaintiffs must demonstrate  
25 ownership of notes and mortgages at the time of filing to proceed with foreclosure  
26 actions. Failure to do so results in jurisdictional dismissal.

27 **1. Patton v. Diemer**, 35 Ohio St. 3d 68; 518 N.E.2d 941 (1988): "A judgment  
28 rendered by a court lacking subject matter jurisdiction is **void ab initio**."

1 Consequently, the authority to vacate a void judgment is not derived from Ohio  
2 R. Civ. P. 60(B), but rather constitutes an inherent power possessed by Ohio  
3 courts. I see no evidence to the contrary that this would apply to ALL courts."

4 **2. Lebanon Correctional Institution v. Court of Common Pleas**, 35 Ohio St.2d 176  
5 (1973): "A party lacks **standing** to invoke the jurisdiction of a court unless he  
6 has, in an individual or a representative capacity, some **real interest** in the  
7 subject matter of the action."

8 **3. Wells Fargo Bank v. Byrd**, 178 Ohio App.3d 285, 2008-Ohio-4603, 897 N.E.2d  
9 722 (2008): "If plaintiff has offered no evidence that it owned the note and  
10 mortgage when the complaint was filed, it would not be entitled to judgment as  
11 a matter of law."

12 **4. Indymac Bank v. Boyd**, 880 N.Y.S.2d 224 (2009): "To establish a prima facie case  
13 in an action to foreclose a mortgage, the plaintiff must establish the existence of  
14 the mortgage and the mortgage note. It is the law's policy to allow only an  
15 aggrieved person to bring a lawsuit . . . A want of 'standing to sue,' in other  
16 words, is just another way of saying that this particular plaintiff is not involved  
17 in a genuine controversy, and a simple syllogism takes us from there to a  
18 'jurisdictional' dismissal."

19 **5. Indymac Bank v. Bethley**, 880 N.Y.S.2d 873 (2009): "The Court is concerned that  
20 there may be fraud on the part of plaintiff or at least malfeasance. Plaintiff  
21 INDYMAC (Deutsche) must have '**standing**' to bring this action."

## 22 **B. Fraud and Misrepresentation in Mortgage Cases**

23 Several cases illustrate fraudulent practices by lenders, including violations of the  
24 Federal Truth in Lending Act and withholding vital loan information. Courts have  
25 dismissed cases with prejudice where fraud on the court was evident.

- 26 • **Wells Fargo, Litton Loan v. Farmer**, 867 N.Y.S.2d 21 (2008): "Wells Fargo does  
27 not own the mortgage loan... Therefore, the matter is dismissed with  
28 prejudice."

- 1 • **Wells Fargo v. Reyes**, 867 N.Y.S.2d 21 (2008): "Dismissed with prejudice,  
2 Fraud on Court & Sanctions. Wells Fargo never owned the Mortgage."
- 3 • **Deutsche Bank v. Peabody**, 866 N.Y.S.2d 91 (2008): "EquiFirst, when making  
4 the loan, violated Regulation Z of the Federal Truth in Lending Act 15 USC  
5 §1601 and the Fair Debt Collections Practices Act 15 USC §1692; 'intentionally  
6 created fraud in the factum' and withheld from plaintiff 'vital information  
7 concerning said debt and all of the matrix involved in making the loan.'"

### 8 C. Corporate and Banking Overreach

9 Decisions highlight that banks **cannot** lend their credit or guarantee debts, as these  
10 actions are ultra vires and not legally binding. These rulings reinforce the  
11 limitations on corporate and banking activities.

- 12 • **Zinc Carbonate Co. v. First National Bank**, 103 Wis. 125, 79 NW 229  
13 (1899): "The doctrine of ultra vires is a most powerful weapon to private  
14 corporations within their legitimate spheres and punish them for  
15 violations of their corporate charters, and it probably is not invoked too  
16 often."
- 17 • **Howard & Foster Co. vs. Citizens National Bank**, 133 S.C. 202, 130 S.E. 758  
18 (1926): "It has been settled beyond controversy that a national bank, under  
19 Federal law, being limited in its power and capacity, cannot lend its credit by  
20 nor guarantee the debt of another. All such contracts being entered into by its  
21 officers are ultra vires and not binding upon the corporation."
- 22 • **American Express Co. v. Citizens State Bank**, 181 Wis. 172, 194 NW 427  
23 (1923): "Neither, as included in its powers not incidental to them, is it a part  
24 of a bank's business to lend its credit."

### 25 D. Procedural Requirements and Evidentiary Standards

26 The requirement for real party-in-interest prosecution is emphasized, along with  
27 rulings that affidavits alone can establish a prima facie case. Courts have ruled that  
28 silence in the face of a legal duty to respond can constitute fraud.

- 1 • **Federal Rule of Civil Procedure 17(a)(1)**: "[A]n action must be prosecuted in  
2 the name of the real party in interest."
- 3 • **In re Jacobson**, 402 B.R. 359, 365-66 (Bankr. W.D. Wash. 2009): Emphasizes  
4 that actions must be filed by the real party in interest.
- 5 • **United States v. Kis**, 658 F.2d 526 (7th Cir. 1981): "Indeed, no more than  
6 (affidavits) is necessary to make the prima facie case." Cert. denied, S. Ct.  
7 (1982).
- 8 • **U.S. v. Tweel**, 550 F.2d 297 (1977): "Silence can only be equated with fraud  
9 where there is a legal or moral duty to speak or when an inquiry left  
10 unanswered would be intentionally misleading."

### 11 **E. Contract and Consideration Principles**

12 If any part of a contract's consideration is illegal, the entire promise becomes void.  
13 Courts have also recognized the right to rescind contracts induced by false  
14 representations, even if made innocently.

- 15 • **Menominee River Co. v. Augustus Spies L & C Co.**, 147 Wis. 559 at p. 572;  
16 132 NW 1118 (1912): "If any part of the consideration for a promise be illegal,  
17 or if there are several considerations for an un-severable promise one of  
18 which is illegal, the promise, whether written or oral, is wholly void, as it is  
19 impossible to say what part or which one of the considerations induced the  
20 promise."

### 21 **XXVI.LEGAL PRINCIPLES SUPPORTING PLAINTIFFS' CLAIMS**

22 In support of this DEMAND as a **matter of law**, without hearing, Plaintiffs cite the  
23 following established legal standards, legal maxims, precedent, and *principles*:

- 24 • **Unrebutted Affidavits as Judgment in Commerce**: Plaintiffs' unrebutted  
25 affidavits are binding truth under the maxim, "**An unrebutted affidavit**  
26 **becomes the judgment in commerce.**"
- 27 • **Res Judicata and Collateral Estoppel**: **Defendants are *barred*** from contesting  
28 the finality of Plaintiffs' claims under the doctrines of **res**

1 **judicata** and **collateral estoppel**, as all material facts and claims have been  
2 resolved conclusively.

- 3 • **Breach of U.C.C. Obligations and Presumed Dishonor**: Defendants' dishonor  
4 and default are evidenced by their failure to fulfill obligations defined  
5 by **U.C.C. § 3-505** (see Exhibit L) and other applicable statutes.
- 6 • **ALL ARE EQUAL UNDER THE LAW.** — 'No one is above the law.'
- 7 • **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE**  
8 **EXPRESSED.** — 'To lie is to go against the mind.'
- 9 • **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.**
- 10 • **IN COMMERCE TRUTH IS SOVEREIGN.** — Truth is sovereign -- and the  
11 Sovereign tells only the truth.
- 12 • **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.** —  
13 'He who does not deny, admits.'
- 14 • "Statements of fact contained in **affidavits which are not rebutted** by the  
15 opposing party's affidavit or pleadings **may[must] be accepted as true by the**  
16 **trial court.**" --Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976).
- 17 • See, *Sieb's Hatcheries, Inc. v. Lindley*, 13 F.R.D. 113 (1952)., "Defendant(s) made no  
18 request for an extension of time in which to answer the request for admission of facts  
19 and filed only an unsworn response within the time permitted," thus, under the  
20 specific provisions of Ark. and *Fed. R. Civ. P. 36*, the facts in question were deemed  
21 admitted as true. Failure to answer is well established in the court. *Beasley v. U. S.*,  
22 81 F. Supp. 518 (1948)., "I, therefore, hold that the requests will be considered as  
23 having been admitted." Also as previously referenced, "Statements of fact contained  
24 in affidavits which are not rebutted by the opposing party's affidavit or pleadings  
25 may[must] be accepted as true by the trial court." --Winsett v. Donaldson, 244 N.W.2d  
26 355 (Mich. 1976).
- 27 • 'The state **cannot** diminish **Rights** of the **people.**' — *Hurtado vs. California*,  
28 110 US 516.

- 1 • "Public officials are not immune from suit when they transcend their lawful  
2 authority by invading constitutional **rights**." – AFLCIO v. Woodward, 406 F2d 137 t.
- 3 • "Immunity **fosters neglect and breeds irresponsibility** while liability  
4 promotes care and caution, which caution and care is owed by the government  
5 to its people." (Civil Rights) **Rabon vs Rowen Memorial Hospital, Inc.** 269  
6 N.S. 1, 13, 152 SE 1 d 485, 493.
- 7 • "When enforcing mere statutes, judges of all courts do not act judicially (and  
8 thus are not protected by "qualified" or "limited immunity," - SEE: Owen v.  
9 City, 445 U.S. 662; Bothke v. Terry, 713 F2d 1404) - - "but merely act as an  
10 extension as an agent for the involved agency -- but only in a "ministerial" and  
11 not a "discretionary capacity..." Thompson v. Smith, 154 S.E. 579, 583; Keller v.  
12 P.E., 261 US 428; F.R.C. v. G.E., 281, U.S. 464.
- 13 • "Judges not only can be sued over their official acts, but could be held **liable**  
14 **for injunctive and declaratory relief and attorney's fees.**" **Lezama v. Justice**  
15 **Court**, A025829.
- 16 • "Ignorance of the law does **not** excuse misconduct in anyone, least of all in a  
17 sworn officer of the law." In re McCowan (1917), 177 C. 93, 170 P. 1100.
- 18 • "**All are presumed to know the law.**" San Francisco Gas Co. v. Brickwedel  
19 (1882), 62 C. 641; Dore v. Southern Pacific Co. (1912), 163 C. 182, 124 P. 817;  
20 People v. Flanagan (1924), 65 C.A. 268, 223 P. 1014; Lincoln v. Superior Court  
21 (1928), 95 C.A. 35, 271 P. 1107; San Francisco Realty Co. v. Linnard (1929), 98  
22 C.A. 33, 276 P. 368.
- 23 • "It is one of the fundamental maxims of the common law that **ignorance of the**  
24 **law excuses no one.**" Daniels v. Dean (1905), 2 C.A. 421, 84 P. 332.
- 25 • "the people, not the States, are sovereign." – Chisholm v. Georgia, 2 Dall. 419, 2  
26 U.S. 419, 1 L.Ed. 440 (1793).
- 27 • **HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.** –  
28 'He who does not repel a wrong when he can occasions it.'

- 1 • AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN  
2 COMMERCE. – **There is nothing left to resolve.'**

3 //

4 **WHEREFORE**, Plaintiffs respectfully demand that evidence of the **five (5)**  
5 *unrebutted affidavits* and contract security agreements (Exhibits I, J, K, L, and N),  
6 the Defendants' default and and presumed dishonor in accordance with UCC §  
7 3-505 (see Exhibit L), this Honorable Court grant this respectful Demand for  
8 Default and Summary Judgement as **a matter of law**, *without* hearing, in favor of  
9 the Plaintiffs.

10 Unless the Court intends to act contrary to the Uniform Commercial Code, the  
11 United States Code, contract law, trust law, commercial law, international law,  
12 exclusive equity, legal maxims, principles, and the Constitution.?

13 //

14 //

15 **LIST OF EXHIBITS / EVIDENCE:**

- 16 1. **Exhibit A:** UCC1 filing #2024385925-4.  
17 2. **Exhibit B:** UCC1 filing #2024385935-1.  
18 3. **Exhibit C:** UCC1 filing #2024402433-7.  
19 4. **Exhibit D:** UCC1 filing #2024411182-7.  
20 5. **Exhibit E:** GRANT DEED recorded in Official Records County of Riverside, DOC  
21 #2024-0291980, APN: 957-570-005, File No.: 37238 KH, where the private trust property  
22 is titled to 'WG Private Irrevocable Trust, dated Febraury 7, 2022.'  
23 6. **Exhibit F:** Affidavit: Power of Attorney in Fact.  
24 7. **Exhibit G:** DEED OF TRUST #0000000000788382476307152022.  
25 8. **Exhibit H:** Library of Congress Certified Copy of *The Public Statutes at Large of the United*  
26 *States of America* from March 1933 to June 1934: House Joint Resolution 192 of June 5,  
27 1933, Public Law 73-10.  
28 9. **Exhibit I:** Contract Security Agreement #9589071052700983677494.

**Express Mail #EI988807142USS — Dated: February 7, 2025**

- 1 10. **Exhibit J:** **Contract** Security Agreement #EI948566806US.
- 2 11. **Exhibit K:** **Contract** Security Agreement #RF661592042US.
- 3 12. **Exhibit L:** **Contract** Security Agreement #RF661592201US/ **Affidavit Certificate** of  
4 Dishonor, Non-response, **DEFAULT, JUDGEMENT,** and **LIEN AUTHORIZATION,**  
5 #RF661592201US.
- 6 13. **Exhibit M:** Form 3811 corresponding to Exhibit L.
- 7 14. **Exhibit N:** **Contract** Security Agreement #RF661592802US.
- 8 15. **Exhibit O:** Form 3811 corresponding to Exhibit N.
- 9 16. **Exhibit P:** INVOICE/TRUE BILL #SIERRPHHDISHONOR13.
- 10 17. **Exhibit Q:** Registered BILL OF EXCHANGE #RF661591285US.
- 11 18. **Exhibit R:** LETTER OF CREDIT, #RF661591308US.
- 12 19. **Exhibit S:** Private Post Registered (with U.S. Treasury) \$200,000,000,000.00 USD  
13 'MASTER DISCHARGE AND BOND,' #RF372320890US.
- 14 20. **Exhibit T:** 2022 form 1099-A, for \$669,595.
- 15 21. **Exhibit U:** 2022 form 1099-C, for \$669,595.
- 16 22. **Exhibit V:** 2022 form 1099-OID, for \$669,595.
- 17 23. **Exhibit W:** 2022 form 1099-A, for \$647,200.
- 18 24. **Exhibit X:** 2022 form 1099-C, for \$647,200.
- 19 25. **Exhibit Y:** 2022 form 1099-OID, for \$647,200
- 20 26. **Exhibit Z:** 2024 form 1099-A, for \$700,000.
- 21 27. **Exhibit AA:** 2024 form 1099-OID, for \$700,000
- 22 28. **Exhibit BB:** \$1,023,416.35 face value 'BUYER'S FINAL SETTLEMENT STATEMENT.'
- 23 29. **Exhibit CC:** **Signed** copy of the 'Affidavit of WALKER TODD.
- 24 30. **Exhibit DD:** **NOTE** #000+1365377+9+1-3 DATED JULY 15, 2022.
- 25 31. **Exhibit EE:** PASSPORT #A39235161 (this DOCUMENT *unequivocally* evidences and  
26 demonstrates that the holder is a '**national**).
- 27 32. **Exhibit FF:** Copy of 4 ATTORNEY & CLIENT 7 C.J.S. and 2-3 ATTORNEY & CLIENT 7  
28 C.J.S. (DEFENDANTS are wards of the court: 18 USC 8).



- 1 33. **Exhibit EE:** PASSPORT #A39235161 (this DOCUMENT *unequivocally* evidences and  
2 demonstrates that the holder is a '**national**).
- 3 34. **Exhibit FF:** Copy of 4 ATTORNEY & CLIENT 7 C.J.S. and 2-3 ATTORNEY & CLIENT 7  
4 C.J.S. (DEFENDANTS are wards of the court: 18 USC 8).
- 5 35. **Exhibit GG:** Service of 'VERIFIED COMPLAINT FOR FRAUD, BREACH OF  
6 CONTRACT, QUIET TITLE, RACKETEERING, and SUMMARY JUDGEMENT AS A  
7 **MATTER OF LAW**', via email on **December 18, 2024 at 7:07pm**.
- 8 36. **Exhibit HH:** Service of [**AMENDED**] VERIFIED COMPLAINT FOR FRAUD, BREACH  
9 OF CONTRACT, QUIET TITLE, RACKETEERING, and SUMMARY JUDGEMENT AS  
10 **A MATTER OF LAW**', via email on **January 10, 2025 at 7:07pm**.
- 11 37. **Exhibit II:** USPS form 3811 for Service of, 'VERIFIED COMPLAINT FOR FRAUD,  
12 BREACH OF CONTRACT, QUIET TITLE, RACKETEERING, and SUMMARY  
13 JUDGEMENT AS A MATTER OF LAW', via **Registered Mail #RF775820935US**.
- 14 38. **Exhibit JJ:** USPS form 3811 for Service of, '**[AMENDED]** VERIFIED COMPLAINT FOR  
15 FRAUD, BREACH OF CONTRACT, QUIET TITLE, RACKETEERING, and SUMMARY  
16 JUDGEMENT AS A MATTER OF LAW', via **Registered Mail #RF775821746US**
- 17 39. **Exhibit KK:** Email sent to Plaintiffs by **Joseph Moran** on **December 14, 2023 at 7:50am**,  
18 instructing all Defendants *dishonorably* ignore Plaintiffs, *silently acquiesce*, and  
19 tacitly agree.

20 //

21 //

## 22 WORDS DEFINED GLOSSARY OF TERMS:

23 As used in this Affidavit, the following words and terms are as defined in this  
24 section, non-obstante:

- 25 1. **Attorney:** Strictly, one who is designated to transact business for another; a  
26 legal agent. — Also termed attorney-in-fact; private attorney. 2. A person who  
27 practices law; LAWYER. Also termed (in sense 2) attorney-at-law; public  
28 attorney. A person who is appointed by another and has authority to act on

1 behalf of another. *See also* POWER OF ATTORNEY. *See*, Black's Law Dictionary  
2 8th Edition, pages 392-393, Oxford Dictionary or Law, 5th Edition, page 38,  
3 American Bar Association's website.

4 2. **Attorney-in-fact:** A private attorney authorized by another to act in his place  
5 and stead, either for some particular purpose, as to do a particular act, or for the  
6 transaction of business in general, not of a legal character. This authority is  
7 conferred by an instrument in writing, called a "letter of attorney," or more  
8 commonly a "power of attorney." A person to whom the authority of another,  
9 who is called the constituent, is by him lawfully delegated. The term is  
10 employed to designate persons who are under special agency, or a special letter  
11 of attorney, so that they are appointed in *factum*, for the deed, or special act to  
12 be performed; but in a more extended sense it includes all other agents  
13 employed in any business, or to do any act or acts in pais for another. Bacon,  
14 Abr. Attorney; Story, Ag. § 25. All persons who are capable of acting for  
15 themselves, and even those who are disqualified from acting in their own  
16 capacity, if they have sufficient understanding, as infants of proper age, and  
17 *femes covert*s, may act as attorney of other. The person named in a power of  
18 attorney to act on your behalf is commonly referred to as your "agent" or  
19 "attorney-in-fact." With a valid power of attorney, your agent can take any  
20 action permitted in the document. — See Bouvier's Law Dictionary, volumes  
21 1,2, and 3, page 282, Blacks Law Dictionary 1, 2nd, 8th, pages 105, 103, and 392  
22 respectively, and the American Bar Association's website on 'Power of  
23 Attorney' and 'Attorney-In-Fact'

24 3. **financial institution:** a **person**, an **individual**, a **private banker**, a business engaged  
25 in vehicle sales, including automobile, airplane, and boat sales, persons involved in  
26 real estate closings and settlements, the United States Postal Service, a commercial  
27 bank or trust company, any credit union, an agency of the United States Government  
28 or of a State or local government carrying out a duty or power of a business described

1 in this paragraph, a broker or dealer in securities or commodities, a currency  
2 exchange, or a business engaged in the exchange of currency, funds, or value that  
3 substitutes for currency or funds, financial agency, a loan or finance company, an  
4 issuer, redeemer, or cashier of travelers' checks, checks, money orders, or similar  
5 instruments, an operator of a credit card system, an insurance company, a licensed  
6 sender of money or any other person who engages as a business in the transmission of  
7 currency, funds, or value that substitutes for currency, including any person who  
8 engages as a business in an informal money transfer system or any network of people  
9 who engage as a business in facilitating the transfer of money domestically or  
10 internationally outside of the conventional financial institutions system. Ref, 31 U.S.  
11 Code § 5312 - Definitions and application.

12 4. **individual:** As a noun, this term denotes a single **person** as distinguished from a  
13 group or class, and also, very commonly, a private or natural person as distinguished  
14 from a partnership, corporation, or association; but it is said that this restrictive  
15 signification is not necessarily inherent in the word, and that it **may**, in proper cases,  
16 include **artificial persons**. As an adjective: Existing as an indivisible entity. Of or  
17 relating to a single person or thing, as opposed to a group.— See Black's Law  
18 Dictionary 4th, 7th, and 8th Edition pages 913, 777, and 2263 respectively.

19 5. **person:** Term may include artificial beings, as corporations. The term means an **individual,**  
20 **corporation, business trust, estate, trust, partnership, limited liability company, association,**  
21 **joint venture, government, governmental subdivision, agency, or instrumentality, public**  
22 **corporation, or any other legal or commercial entity.** The term "person" shall be construed to  
23 mean and include an individual, a trust, estate, partnership, association, company or  
24 corporation. **The term "person" means a natural person or an organization. -Artificial**  
25 **persons.** Such as are created and devised by law for the purposes of society and government,  
26 called "corporations" or bodies politic." **-Natural persons.** Such as are formed by nature, as  
27 distinguished from artificial persons, or corporations. **-Private person.** An individual who is  
28 not the incumbent of an office. Persons are divided by law into natural and **artificial.** Natural

1 persons are such as the God of nature formed us; **artificial** are such as are created and devised  
2 by **human laws**, for the purposes of society and government, which are called "corporations"  
3 or "bodies politic." — See Uniform Commercial Code (UCC) § 1-201, Black's Law Dictionary  
4 1st, 2nd, and 4th edition pages 892, 895, and 1299, respectively, 27 Code of Federal Regulations  
5 (CFR) § 72.11 - Meaning of terms, and 26 United States Code (U.S. Code) § 7701 - Definitions.

6 6. **bank**: a **person** engaged in the business of banking and includes a savings bank, savings and  
7 loan association, credit union, and **trust company**. The terms "banks", "national bank",  
8 "national banking association", "member bank", "board", "district", and "reserve bank" shall  
9 have the meanings assigned to them in section 221 of this title. An institution, of great value  
10 in the commercial world, empowered to receive deposits of money, to make loans. and to issue  
11 its promissory notes, (designed to circulate as money, and commonly called "bank-notes" or  
12 "bank-bills" ) or to perform any one or more of these functions. The term "bank" is usually  
13 restricted in its application to an incorporated body; while a **private individual** making it his  
14 business to conduct banking operations is denominated a "banker." Banks in a commercial  
15 sense are of three kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation. Strictly  
16 speaking, the term "bank" implies a place for the deposit of money, as that is the most obvious  
17 purpose of such an institution. — See, UCC 1-201, 4-105, 12 U.S. Code § 221a, Black's Law  
18 Dictionary 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117, 183-184, 139-140, and 437-439.

19 7. **discharge**: To cancel or unloose the obligation of a contract; to make an agreement or contract  
20 null and inoperative. Its principal species are rescission, release, accord and satisfaction,  
21 performance, judgement, composition, bankruptcy, merger. As applied to demands claims,  
22 right of action, incumbrances, etc., to discharge the debt or claim is to extinguish it, to annul  
23 its obligatory force, to satisfy it. And here also the term is generic; thus a dent , a mortgage. As  
24 a noun, the word means the act or instrument by which the binding force of a contract is  
25 terminated, irrespective of whether the contract is carried out to the full extent contemplated  
26 (in which case the discharge is the result of performance) or is broken off before complete  
27 execution. See, Blacks Law Dictionary 1st, page.

28

- 1 8. **pay:** To *discharge* a debt; to deliver to a creditor the value of a debt, either in money or in  
2 goods, for his acceptance. To pay is to deliver to a creditor the value of a debt, either in money  
3 or in goods, for his acceptance, by which the debt is discharged. See Blacks Law Dictionary  
4 1st, 2nd, and 3rd edition, pages 880, 883, and 1339 respectively.
- 5 9. **payment:** The performance of a duty, promise, or obligation, or discharge of a debt or  
6 liability. by the delivery of money or other value. Also the money or thing so  
7 delivered. Performance of an obligation by the delivery of money or some other  
8 valuable thing accepted in partial or full discharge of the obligation. [Cases: Payment  
9 1. C.J.S. Payment § 2.] 2. The money or other valuable thing so delivered in satisfaction  
10 of an obligation. See Blacks Law Dictionary 1st and 8th edition, pages 880-811 and  
11 3576-3577, respectively.
- 12 10. **may:** An auxiliary verb qualifying the meaning of another verb by expressing ability,  
13 competency, liberty, permission, probability or contingency. — Regardless of the instrument,  
14 however, whether constitution, statute, deed, contract or whatnot, **courts not infrequently**  
15 **construe "may" as "shall" or "must".** — See Black's Law Dictionary, 4th Edition page 1131.
- 16 11. **extortion:** The term "**extortion**" means the obtaining of property from another, **with his**  
17 **consent, induced by wrongful use of actual or threatened force, violence, or fear, or under**  
18 **color of official right.** — See 18 U.S. Code § 1951 - Interference with commerce by threats or  
19 violence.
- 20 12. **national:** "foreign government", "foreign official", "internationally protected person",  
21 "international organization", "national of the United States", "official guest," and/or "non-  
22 citizen national." **They all have the same meaning.** See Title 18 U.S. Code § 112 - Protection of  
23 foreign officials, official guests, and internationally protected persons.
- 24 13. **United States:** For the purposes of this Affidavit, the terms "United States" and "U.S." *mean*  
25 *only the Federal Legislative Democracy of the District of Columbia, Puerto Rico, U.S. Virgin Islands,*  
26 *Guam, American Samoa, and any other Territory within the "United States," which entity has*  
27 *its origin and jurisdiction from Article 1, Section 8, Clause 17-18 and Article IV, Section 3,*  
28

1 Clause 2 of the Constitution for the United States of America. *The terms "United States" and*  
2 *"U.S." are NOT to be construed to mean or include the sovereign, united 50 states of America.*

3 14. **fraud:** deceitful practice or Willful device, resorted to with intent to deprive another of  
4 his right, or in some manner to do him an injury. As distinguished from negligence, it  
5 is always positive, intentional. as applied to contracts is the cause of an error bearing  
6 on material part of the contract, created or continued by artifice, with design to obtain  
7 some unjust advantage to the one party, or to cause an inconvenience or loss to the  
8 other. in the sense of court of equity, properly includes all acts, omissions, and  
9 concealments which involved a breach of legal or equitable duty, trust, or confidence  
10 justly reposed, and are injurious to another, or by which an undue and  
11 unconscientious advantage is taken of another. See Black’s Law Dictionary, 1st and  
12 2nd Edition, pages 521-522 and 517 respectively.

13 15. **color:** appearance, semblance. or simulacrum, as distinguished from that which is real. A  
14 prima facie or apparent right. Hence, a deceptive appearance; a plausible, assumed exterior,  
15 concealing a lack of reality; a a disguise or pretext. See, Black’s Law Dictionary 1st Edition,  
16 page 222.

17 16. **colorable:** That which is in appearance only, and not in reality, what it purports to be. See,  
18 Black’s Law Dictionary 1st Edition, page 2223

19 //

20 //

21 **PROOF OF SERVICE**

22 STATE OF CALIFORNIA )  
23 ) ss.  
24 COUNTY OF RIVERSIDE )

25 I competent, over the age of eighteen years, and not a party to the within  
26 action. My mailing address is the Walkernova Group, **care of:** 30650 Rancho  
27 California Road suite #406-251, Temecula, California [92591]. On February 7, 2025,  
28 I served the within documents:

1 **1. PLAINTIFFS' DEMAND [MOTION] FOR CRIMINAL REFERRAL AND**  
2 **PROSECUTION OF DEFENDANTS, SANCTIONS, DEMAND [MOTION] FOR**  
3 **DEFAULT AND SUMMARY JUDGMENT IN PLAINTIFFS' FAVOR AS A MATTER**  
4 **OF LAW WITHOUT HEARING.**

5 **2. Exhibit KK.**

6 **3. NOTICE OF FILING OF VERIFIED AFFIDAVIT IN SUPPORT OF THE**  
7 **PLAINTIFFS PLAINTIFFS' VERIFIED DEMAND FOR CRIMINAL REFERRAL**  
8 **AND PROSECUTION OF DEFENDANTS, SANCTIONS, AND VERIFIED**  
9 **DEMAND FOR DEFAULT AND SUMMARY JUDGMENT IN PLAINTIFFS' FAVOR**  
10 **AS A MATTER OF LAW WITHOUT HEARING**

11 **4. VERIFIED AFFIDAVIT IN SUPPORT OF THE PLAINTIFFS PLAINTIFFS'**  
12 **VERIFIED DEMAND FOR CRIMINAL REFERRAL AND PROSECUTION OF**  
13 **DEFENDANTS, SANCTIONS, AND VERIFIED DEMAND FOR DEFAULT AND**  
14 **SUMMARY JUDGMENT IN PLAINTIFFS' FAVOR AS A MATTER OF LAW**  
15 **WITHOUT HEARING**

16 **By United States Mail.** I enclosed the documents in a sealed envelope or package  
17 addressed to the persons at the addresses listed below by placing the envelope for  
18 collection and mailing, following our ordinary business practices. I am readily  
19 familiar with this business's practice for collecting and processing correspondence  
20 for mailing. On the same day that correspondence is placed for collection and  
21 mailing, it is deposited in the ordinary course of business with the United States  
22 Postal Service, in a sealed envelope with postage fully prepared. I am a resident or  
23 employed in the county where the mailing occurred. The envelope or package was  
24 placed in the mail in Riverside County, California, and sent via Registered Mail  
25 with a form 3811.

26 Jay Promisco, James E. Coffrini, Joseph Moran, Christian Gault, Amir Sabet,  
27 Amanda Coffrini, John Goulding, Brian Mcginley, Virginia Erbes, Corey  
28 Moore, Drew Fuerstenberg  
C/o SIERRA PACIFIC MORTGAGE COMPANY INC / GREENHEAD  
INVESTMENTS

**Express Mail #EI988807142USS — Dated: February 7, 2025**

1 950 Glenn Drive, suite #150  
2 Folsom, California [95630]  
3 **Registered Mail #RF775822517US**

4 Eric D Houser (SBN 130079), Neil J. Copper (SBN 277997)  
5 C/o HOUSER LLP  
6 9970 Research Drive  
7 Irvine, California [92618]

8 Susanne M. Nicholson, Daniel J. Foster  
9 C/o WILKE FLEURY LLP  
10 621 Capital Mall, suite 900  
11 Sacramento, California [95814]

12 Paul Gustafson,  
13 C/o PHH MORTGAGE CORPORATION dba PHH MORTGAGE  
14 SERVICES, OWEN FINANCIAL CORPORATION.  
15 3000 Leadenhall Road  
16 Mount Laurel, New Jersey [08054]  
17 **Registered Mail # RF775822525US**

18 Devin Ormonde,  
19 C/o PRIME RECON LLC  
20 27368 Via Industria, Suite 201  
21 Temecula, California [92590]  
22 **Registered Mail # RF775822534US**

23 James R. McHenry III, Pam Bondi, Agent(s), Fiduciary(ies)  
24 C/o OFFICE OF THE ATTORNEY GENERAL  
25 950 Pennsylvania Avenue, North West  
26 Washington, District of Columbia [20530-0001]  
27 **Registered Mail # RF775822548US**

28 On February 7, 2025, I served the within documents by **Electronic Service**.  
Based on a court order and/or an [agreement of the parties](#) to accept service by  
electronic transmission, I caused the documents to be sent to the persons at the  
electronic notification addresses listed below.

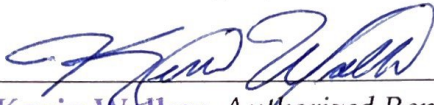
Jay Promisco, James E. Coffrini, Joseph Moran, Christian Gault, Amir Sabet,  
Amanda Coffrini, John Goulding, Brian Mcginley, Virginia Erbes, Corey  
Moore, Drew Fuerstenberg  
C/o SIERRA PACIFIC MORTGAGE COMPANY INC / GREENHEAD  
INVESTMENTS  
950 Glenn Drive, suite #150  
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[amir.sabet@spmc.com](mailto:amir.sabet@spmc.com)  
[joseph.moran@spmc.com](mailto:joseph.moran@spmc.com)  
[loanservicingqueue@spmc.com](mailto:loanservicingqueue@spmc.com)  
[christian.gault@spmc.com](mailto:christian.gault@spmc.com)  
[amanda.coffrini@spmc.com](mailto:amanda.coffrini@spmc.com)  
[john.goulding@spmc.com](mailto:john.goulding@spmc.com)





1 I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding  
2 in good faith being of sound mind states that the facts contained herein are true,  
3 correct, complete and not misleading to the best of Affiant's knowledge and belief  
4 under penalty of International Commercial Law and state this to be HIS Affidavit of  
5 Truth regarding same signed and sealed this 7TH day of FEBRUARY in the year of  
6 Our Lord two thousand and twenty five:

7 proceeding sui juris, In Propria Persona, by *Special Limited Appearance*,  
8 **All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.**

9 By:   
10 **Kevin Walker**, *Authorized Representative*,  
11 *Attorney-In-Fact, Secured Party, Executor, national, private bank(er)*


//

12 **COMMERCIAL OATH AND VERIFICATION:**

13 County of Riverside )  
14 ) Commercial Oath and Verification  
15 The State of California )

16 I, DONNABELLE MORTEL, under my unlimited liability and Commercial Oath  
17 proceeding in good faith being of sound mind states that the facts contained herein  
18 are true, correct, complete and not misleading to the best of Affiant's knowledge  
19 and belief under penalty of International Commercial Law and state this to be HIS  
20 Affidavit of Truth regarding same signed and sealed this 7TH day of FEBRUARY in  
21 the year of Our Lord two thousand and twenty five:

22 proceeding sui juris, In Propria Persona, by *Special Limited Appearance*,  
23 **All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.**

24 By:   
25 **Donnabelle Mortel**, *Authorized Representative*,  
26 *Attorney-In-Fact, Secured Party, Executor, national, private bank(er)*

//

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

Sui juris, By Special Limited Appearance,

6  
7 By: Steve MacArthur Brooks  
8 Steven MacArthur-Brooks (WITNESS)

Sui juris, By Special Limited Appearance,

9  
10 By: Corey DePaul Walker  
11 Corey Walker (WITNESS)

12 //

13 //

14 //

15 //

16 //

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 **NOTICE:**

26 Using a notary on this document does *not* constitute any adhesion, *nor does it alter*  
27 *my status in any manner.* The purpose for notary is verification and identification  
28 only and not for entrance into any foreign jurisdiction.

**ACKNOWLEDGEMENT:**

1 State of California )

2 ) ss.

3 County of Riverside )

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

4 On this 7th day of February, 2025, before me, Joyti Patel, a Notary Public,  
5 personally appeared Kevin Walker, who proved to me on the basis of satisfactory  
6 evidence to be the person(s) whose name(s) is/are subscribed to the within  
7 instrument and acknowledged to me that he/she/they executed the same in his/  
8 her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
9 instrument the person(s), or the entity upon behalf of which the person(s) acted,  
10 executed the instrument.  
11

12 I certify under PENALTY OF PERJURY under the laws of the State of California  
13 that the foregoing paragraph is true and correct.  
14

15 WITNESS my hand and official seal.

16  
17 Signature Joyti Patel (Seal)  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

