

1 Kevin Walker, *sui juris, In Propria Persona*.
2 Donnabelle Mortel, *sui juris, In Propria Persona*.
3 C/o 30650 Rancho California Road #406-251
4 Temecula, California [92591]
5 non-domestic *without* the United States
6 Email: team@walkernovagroup.com

7 *Attorney(s)-In-Fact, Executor(s), Authorized Representative(s),*
8 *and Secured Party(ies)* for Plaintiff(s)
9 TMKEVIN WALKER© ESTATE, TMWG EXPRESS© TRUST
10 TMKEVIN WALKER©, TMDONNABELLE MORTE© ESTATE

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

13 TMKEVIN WALKER© ESTATE,
14 TMDONNABELLE MORTEL© ESTATE,
15 TMKEVIN WALKER© IRR TRUST, TMWG
16 EXPRESS TRUST©,

17 *Plaintiff(s),*

18 vs.

19 Jay Promisco, Joseph Moran, Christian
20 Gault, Amir Sabet, Amanda Coffrini, John
21 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

VERIFIED AFFIDAVIT IN SUPPORT
OF THE 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

VERIFIED AFFIDAVIT IN SUPPORT OF THE 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

KNOW ALL MEN BY THESE PRESENT, that I, **Kevin: Walker**, proceeding
sui juris, In Propria Persona, by *Special Limited Appearance*, a man upon the land,

1 a follower of the Almighty Supreme Creator, first and foremost and the laws of man
2 when they are not in conflict (Leviticus 18:3, 4) Pursuant to Matthew 5:33 - 37 and
3 James 5:12, let my yea mean yea and my nay be nay, as supported by Federal Public
4 Law 97-280, 96 Stat.1211, depose and say that I, **Kevin: Walker** over 18 years of age,
5 being competent to testify and having **first hand knowledge** of the **facts** herein
6 **declare (or certify, verify, affirm, or state)** under penalty of perjury under the laws
7 of the **United States of America** that the following is true and correct, to the best of
8 my understanding and belief, and in good faith:

- 9 1. I, Kevin: Walker *proceeding sui juris, In Propria Persona*, by *Special Limited*
10 *Appearance*, herby state again for the record that I explicitly **reserve all my**
11 **rights and waive absolutely none**. See U.C.C. § 1-308.
- 12 2. As of **February 7, 2025**, Affiant and/or Plaintiffs have **not** received a valid, point
13 for point, written response to the document(s) mailed to the person(s) named
14 below. The document(s) mailed and the mail and delivery date(s) was are:
 - 15 (1) **Document:** AFFIDAVIT and PLAIN STATEMENT OF FACTS, NOTICE
16 OF **DEFAULT**, DISHONOR, FRAUD, EMBEZZLEMENT. EXTORTION,
LARCENY, AND \$10,040,000.00 DUE.
17 **Certified Mail Number:** 9589071052700983677494.
18 **Mailed to:** Paul Gustafson, Fiduciary(ies), c/o PHH MORTGAGE CORP, dba
PHH MORTGAGE SERVICES. 3000 Leadenhall Road, Mount Laurel, New
19 Jersey [08054].
Mailed: April 9, 2024, 1:58 pm.
20 **Delivered:** "Delivered and Left with Individual at 3000 Leadenhall Road,
Mount Laurel, New Jersey 08054, on **April 11, 2024, 8:07 am.**"
21 **Emailed:** relationshipmanager@mortgagefamily.com, loanservicingqueue@sPMC.com.
 - 22 (2) **Document:** AFFIDAVIT and PLAIN STATEMENT OF FACTS: NOTICE of
23 DISHONOR, **DEFAULT**, FRAUD, EMBEZZLEMENT. EXTORTION,
24 LARCENY, and **Opportunity to Cure**
Express Mail Number: EI948566806US.
25 **Mailed to:** Paul Gustafson, Fiduciary(ies), c/o PHH MORTGAGE CORP, dba
PHH MORTGAGE SERVICES. 3000 Leadenhall Road, Mount Laurel, New
26 Jersey [08054].
27 **Mailed:** June 14, 2024, 11:31 am.
28 **Delivered:** "Delivered to 3000 Leadenhall Road, Mount Laurel, New Jersey
08054, on **June 15, 2024, 1:15 pm.**"

Emailed: relationshipmanager@mortgagefamily.com, loanservicingqueue@sPMC.com.

Cc'd to:

To/Cc: AnneMarie Rapolla, Beth Lashkari,
WEST COAST ESCROW
32326 Clinton Keith Road, Suite 101
Wildomar CA [92595]
EIN # 21-0534340
Registered Mail # RF661591210US

To/Cc: Daniel Werfel, Fiduciary(ies),
C/o INTERNAL REVENUE SERVICE
3651 S IH 35, STOP 6579 AUSC
Austin, Texas [73301-0059]
Express Mail # EI949909992US

To/cc: James E. Coffrini, Fiduciary(ies).
C/o GREENHEAD INVESTMENTS INC.
950 Glenn Drive Suite 150
Folsom, California [95630]
EIN # 68-0101170
Registered Mail # RF661591223US

To/Cc: Janet Yellen, Fiduciary(ies),
C/o United States Treasury
1500 Pennsylvania Avenue N.W.
Washington, District of Colombia [20220]
Registered Mail # RF661588808US

(3) **Document: AFFIDAVIT: SECOND NOTICE of FRAUD, EMBEZZLEMENT DISHONOR, NON-RESPONSE, DEFAULT and OPPORTUNITY TO CURE, TREASON, EXTORTION, JUDGEMENT, and PENDING \$1 BILLION LIEN.**

Registered Mail Number: RF661592042US.

Mailed to: Paul Gustafson, Fiduciary(ies), c/o PHH MORTGAGE CORP, dba PHH MORTGAGE SERVICES. 3000 Leadenhall Road, Mount Laurel, New Jersey [08054].

Mailed: July 11, 2024, 2:15 pm.

Delivered: "Delivered, Individual Picked Up at Postal Facility in MOUNT LAUREL, NJ 08054 on July 20, 2024, 6:36 am."

Emailed: relationshipmanager@mortgagefamily.com, loanservicingqueue@sPMC.com.

Cc'd to:

To/cc: James E. Coffrini, Fiduciary(ies).
C/o GREENHEAD INVESTMENTS INC.
950 Glenn Drive Suite 150
Folsom, California [95630]
EIN # 68-0101170
Certified Mail # 70222410000171193103

To/Cc: Michael Hestrin, Fiduciary(ies),
C/o Office of the District Attorney
3960 Orange Street
Riverside California [92501]
Registered Mail # RF661592087US

To/Cc: Janet Yellen, Fiduciary(ies),
C/o United States Treasury
1500 Pennsylvania Avenue N.W.
Washington, District of Colombia [20220]
Registered Mail # RF661592060US

To/Cc: Agent(s0, Fiduciary(ies),
C/o PHH MORTGAGE SERVICES
PO BOX 24738
West Palm Beach, Florida [33416]
Registered Mail # RF661591815.

To/Cc: Daniel Werfel, Fiduciary(ies),
C/o INTERNAL REVENUE SERVICE
3651 S IH 35, STOP 6579 AUSC
Austin, Texas [73301-0059]
Registered Mail # RF661592073US

To/Cc: Rob Bonta, Fiduciary(ies),
C/o Office of the Attorney General
1300 "I" Street
Sacramento, California [95814-2919]
Registered Mail # RF661592095US.

1 **To/Cc:** AnneMarie Rapolla, Beth Lashkari,
2 Fiduciary(ies), Agent(s).
3 WEST COAST ESCROW
4 32326 Clinton Keith Road, Suite 101
5 Wildomar CA [92595]
6 EIN # 21-0534340
7 Registered Mail # RF661591458US

8 **2.** As of **February 7, 2025**, Affiant and/or Plaintiff(s) has/have unequivocally
9 established the following **Contract(s)** and **Judgment, by way of five (5) unrebutted**
10 **affidavits** (Exhibits I, J, K, L, and N, as they have **agreed by receiving, consideration,**
11 **acceptance, willfully remaining silent, silently acquiescing, tacitly agreeing, and**
12 **thus TACIT PROCURATION:**

13 [“] if You, Paul Gustafson, Jay Promisco, James E. Coffrini, AnneMarie Rapolla, Beth
14 Lashkari, PHH MORTGAGE CORP, PHH MORTGAGE SERVICES, SIERRA PACIFIC
15 MORTGAGE COMPANY INC, GREENHEAD INVESTMENTS INC, Ocwen Financial
16 Corporation, WEST COAST ESCROW, Does 1-100 Inclusive fail to respond within three
17 (3) days, you/they **individually and collectively admit the statements and claims by**
18 **TACIT PROCURATION, and completely agree that you/they individually and**
19 **collectively are guilty of** fraud, Interference with commerce by threats or violence,
20 Threats and extortion against foreign officials, official guests, or internationally
21 protected persons, extortion, embezzlement, larceny, coercion, identity theft, extortion
22 of national/internationally protector person, conspiracy to deprive of rights under the
23 color of law, treason, bank fraud, Trusts, etc., in restraint of trade, frauds and swindles,
24 mail fraud, forced peonage, receiving extortion proceeds, monopolization of trade and
25 commerce, willful violation of the Constitution, deprivation of rights under color of
26 law, monopolization of trade and commerce, and intentional and willful trespass and
27 infringement on the TMKEVIN WALKER© and TMDONNABELLE MORTEL©
28 trademarks and copyrights, and TMKEVIN WALKER© ESTATE and TMDONNABELLE
MORTEL© ESTATE, **injury and damage to Affiant.** Moreover, if You, Paul Gustafson,
Jay Promisco, James E. Coffrini, AnneMarie Rapolla, Beth Lashkari, PHH MORTGAGE
CORP, PHH MORTGAGE SERVICES, SIERRA PACIFIC MORTGAGE COMPANY INC,

1 GREENHEAD INVESTMENTS INC, Ocwen Financial Corporation, WEST COAST
2 ESCROW, Does 1-100 Inclusive **fail to respond within three (3) days**, you/they
3 **individually and collectively, fully and unequivocally Decree, Accept, fully**
4 **Authorize (in accord with UCC section 9), indorse, support, and advocate for a**
5 **judgement and/or commercial lien of One Billion Dollars (\$1,000,000,000.00 USD)**
6 **against** You, Paul Gustafson, Jay Promisco, James E. Coffrini, AnneMarie Rapolla, Beth
7 Lashkari, PHH MORTGAGE CORP, PHH MORTGAGE SERVICES, SIERRA PACIFIC
8 MORTGAGE COMPANY INC, GREENHEAD INVESTMENTS INC, Ocwen Financial
9 Corporation, WEST COAST ESCROW, Does 1-100 Inclusive, **in favor of**, TMKEVIN
10 WALKER©, and/or TMKEVIN LEWIS WALKER© ESTATE, and/or TMDONNABELLE
11 MORTEL©, and/or TMDONNABELLE ESCAREZ MORTEL© ESTATE, and/or TMWG
12 EXPRESS TRUST©. **Finally**, If You, Paul Gustafson, Jay Promisco, James E. Coffrini,
13 AnneMarie Rapolla, Beth Lashkari, PHH MORTGAGE CORP, PHH MORTGAGE
14 SERVICES, SIERRA PACIFIC MORTGAGE COMPANY INC, GREENHEAD
15 INVESTMENTS INC, Ocwen Financial Corporation, WEST COAST ESCROW, Does
16 1-100 Inclusive **fail to respond within three (3) days**, you/they **individually and**
17 **collectively, EXPRESSLY, FULLY, and unequivocally Authorize, indorse, support**
18 **and advocate for** TMWG EXPRESS TRUST©, and the TMKEVIN WALKER© ESTATE to
19 formally notify the United States Treasury, Internal Revenue Service, the respective
20 Congress(wo)man, U.S. Attorney General, and/or any person, individual, legal fiction,
21 and/or person, or ens legis Affiant deems necessary, including but not limited to
22 submitting the requisite form(s) 1099-A, 1099-OID, 1099-C, 1096, 1040, 1041, 1041-V,
23 3949-A, with the One Billion (\$1,000,000,000.00 USD) as the income lost by Affiant,
24 and/or TMKEVIN WALKER©, TMKEVIN LEWIS WALKER© ESTATE,
25 TMDONNABELLE MORTEL©, TMDONNABELLE ESCAREZ MORTEL© ESTATE, **to be**
26 **assessed and claimed as income** by/to **YOU/Defendant(s)**, and/or **Filing for**
27 **Summary Judgement**, executing an **Affidavit Certificate of Non-Response, Dishonor,**
28 **Judgement, and Lien Authorization**, and/or issue an ORDER TO PAY to the U.S.

1 Treasury and IRS, said sum certain of **One Billion Dollars (\$1,000,000,000.00 USD)**, for
2 **immediate credit to** Affiant, and/or TMWG EXPRESS TRUST©, and/or TMKEVIN
3 WALKER©, and/or TMKEVIN LEWIS WALKER© ESTATE, and/or TMDONNABELLE
4 MORTEL©, and/or TMDONNABELLE ESCAREZ MORTEL© ESTATE, with this
5 agreement servings as **prima facie evidence** of You, Paul Gustafson, Jay Promisco,
6 James E. Coffrini, AnneMarie Rapolla, Beth Lashkari, PHH MORTGAGE CORP, PHH
7 MORTGAGE SERVICES, SIERRA PACIFIC MORTGAGE COMPANY INC,
8 GREENHEAD INVESTMENTS INC, Ocwen Financial Corporation, WEST COAST
9 ESCROW, Does 1-100 Inclusive's **Verified INDEBTEDNESS** to Affiant, TMWG
10 EXPRESS TRUST©, and TMKEVIN WALKER© ESTATE, TMDONNABELLE MORTEL©
11 ESTATE. Should it be deemed necessary, the **Claimants/Plaintiffs are fully Authorized**
12 **(in accord with UCC 9-509)** to file a **LIEN and UCC1 Financing Statement** to secure
13 satisfaction of the adjudged sum of **One Billion Dollars (\$1,000,000,000.00 USD)**.["]

14 3. Defendants are **undisputedly** the **DEBTORS** in this matter.

15 4. Defendants merely did a "currency exchange" and never loaned the
16 Plaintiffs any money.

17 5. Defendants are **undisputedly NOT** the CREDITOR(S), or an ASSIGNEE(S)
18 of the CREDITOR(S), in this matter.

19 6. Defendants do **NOT** have power of attorney in any way.

20 7. Defendants do **NOT** have **any** standing

21 8. As of **February 7, 2025**, Affiant and/or Plaintiff(s) is/are **not** in possession
22 of a valid response from Defendants addressing each point on the five (5) affidavits
23 **(Exhibits I, J, K, L, and N)** sent, **sworn under the penalty of perjury, as required**,
24 and Defendants continue to act in **bad faith** and remain in **dishonor**. Exhibits I, J, K,
25 L, and N are attached hereto and incorporated by reference.

26 9. As **considered, agreed, and stipulated** by Defendant(s) in the
27 **unrebutted** verified commercial **affidavits**, contract agreement, and/or self-
28 executing contract security agreement(s) (Exhibits I, J, K, L, and N),

1 Defendants [“}]**individually and collectively admit the statements and**
2 **claims** by **TACIT PROCURATION**,

3 10. As *considered, agreed, and stipulated* by Defendant(s) in the *unrebutted*
4 verified commercial **affidavits**, contract agreement, and/or self-executing contract
5 security agreement(s) (Exhibits I, J, K, L, and N), all issues are deemed **settled RES**
6 **JUDICATA, STARE DECISIS** and by **COLLATERAL ESTOPPEL**.”

7 11. As *considered, agreed, and stipulated* by Defendant(s) in the *unrebutted*
8 verified commercial **affidavits**, contract agreement, and/or self-executing contract
9 security agreement(s) (Exhibits I, J, K, L, and N), Defendants are presumed to be in
10 dishonor.

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

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

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

27 15. As evidenced by the *unrebutted* **affidavits**, Defendants individually and
28 collectively, **fully agree** that **Loan # 1365377 and/or Account # 7241225346** is/are

1 **fully satisfied, settled, and closed** and there is **NOT** a balance due to
2 Respondent(s).

3 16. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted
4 verified commercial **affidavits**, contract agreement, and/or self-executing contract
5 security agreement(s) (Exhibits I, J, K, L, and N) Defendants individually and
6 collectively, fully agreed that Defendants have received tender of payment in full
7 satisfaction and settlement of this account by way of a **Seven Hundred Thousand**
8 **U.S. Dollar (\$700,000.00 USD)** private Bill of Exchange/Order/Check/Instrument
9 (Ref, [UCC 3-104](#)), via Registered Mail # [RF661591339US](#). Said private Bill of
10 Exchange was tendered in good faith for full satisfaction and settlement, in
11 compliance with [UCC § 3-311](#), resulting in discharge, as also evidenced by Nevada
12 UCC3 Filing # [2024411182-7](#).

13 17. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted
14 verified commercial **affidavits**, contract agreement, and/or self-executing contract
15 security agreement(s) (Exhibits I, J, K, L, and N), Defendants individually and
16 collectively, fully agree that said tender of payment was made under threat, duress,
17 coercion, extortion and the proceeds are a deemed “extortion proceeds.”

18 18. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted
19 verified commercial **affidavits**, contract agreement, and/or self-executing contract
20 security agreement(s) (Exhibits I, J, K, L, and N), Defendants individually and
21 collectively, fully agree that if said tender of payment is refused, there is discharge,
22 to the extent of the amount of the tender, resulting in a \$00.00 balance. In
23 compliance with [UCC § 3-603](#).

24 19. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted
25 verified commercial **affidavits**, contract agreement, and/or self-executing contract
26 security agreement(s) (Exhibits I, J, K, L, and N), Defendants individually and
27 collectively, fully agree that [House Joint Resolution 192 of June 5 1933, Public Law](#)
28 [73-10](#) expressly stipulates: every provision contained in or made with respect to any

1 obligation which purports to give the obligee a right to require payment in gold or
2 **a particular kind of coin or currency**, or in an amount in money of the United
3 States measured thereby, **is declared to be against public policy**; and **no such**
4 **provision shall be contained in or made with respect to any obligation hereafter**
5 **incurred. Every obligation**, heretofore of hereafter incurred, whether or not any
6 such provision is contained therein or made with respect thereto, shall be
7 discharged upon payment, dollar for dollar, in any coin or currency which at the
8 time of payment is legal tender for public and private debts.

9 20. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted verified
10 commercial **affidavits**, contract agreement, and/or self-executing contract security
11 agreement(s) (Exhibits I, J, K, L, and N), Defendants individually and collectively, fully
12 agree that **18 U.S. Code § 8 - Obligation or other security of the United States defined**,
13 explicitly stipulates that "The term "obligation or other security of the United States"
14 includes **all** bonds, certificates of indebtedness, national bank currency, Federal Reserve
15 notes, Federal Reserve bank notes, coupons, United States notes, Treasury notes, gold
16 certificates, silver certificates, fractional notes, certificates of deposit, bills, checks, or drafts
17 for money, drawn by or upon authorized officers of the United States, stamps and other
18 representatives of value, of whatever denomination, issued under any Act of Congress,
19 and canceled United States stamps."

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

1 **upon payment, dollar for dollar, in any coin or currency** which at the time of
2 payment is legal tender for **public and private** debts.

3 22. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted
4 verified commercial **affidavits**, contract agreement, and/or self-executing contract
5 security agreement(s) (Exhibits I, J, K, L, and N), Defendants individually and
6 collectively, fully agree that **House Joint Resolution 348 Public Resolution,**
7 **Number 63**, declared provisions known as "gold clauses" to be against public
8 policy, prohibited their use in obligations thereafter incurred, and provided that
9 money of the United States legal tender for obligations generally was legal tender
10 **for all obligations with or without gold clauses (ie: bills of exchange, bonds,**
11 **private checks, vouchers, coupons, Dollars/FRNs, stamps, and more):** and

12 Whereas the United States has paid and will continue to pay to the holder of all its
13 securities their principal and interest, dollar for dollar, in lawful money of the
14 United States: Now, there, be it Resolved by the Senate and House of
15 Representatives of the United States of America in Congress assembled, That the
16 lawful holder of the coins or currencies of the United States **shall be entitled to**
17 **exchange them, dollar for dollar, for other coins or currencies which may be**
18 **lawfully acquired and are legal tender for public and private debts:** and that the
19 owners of the gold clause receive immediate payment of the stated dollar amount
20 thereof with interest to the date of payment or to prior maturity or to prior
21 redemption date, whichever is earlier. The Secretary of the Treasury is authorized
22 and directed to make such exchanges and payments upon presentation hereunder
23 in the manner provided in regulations prescribed.

24 23. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted
25 verified commercial **affidavits**, contract agreement, and/or self-executing contract
26 security agreement(s) (Exhibits I, J, K, L, and N), Defendants individually and
27 collectively, fully agree that **Article 1, Section 10 of the Constitution** expressly
28 **stipulates:** No State shall enter into any Treaty, Alliance, or Confederation; grant

1 Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make any Thing
2 but gold and silver Coin a Tender in Payment of Debts; pass any Bill of Attainder,
3 ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title
4 of Nobility.

5 24. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted
6 verified commercial **affidavits**, contract agreement, and/or self-executing contract
7 security agreement(s) (Exhibits I, J, K, L, and N), Defendants individually and
8 collectively, fully agree that they did **NOT** provide Plaintiffs with a **loan** or **money**
9 or **inherent value in any way**.

10 25. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted
11 verified commercial **affidavits**, contract agreement, and/or self-executing contract
12 security agreement(s) (Exhibits I, J, K, L, and N), Defendants individually and
13 collectively, fully agree and admit the statements and claims by **TACIT**
14 **PROCURATION**, and **completely agree** that **you/they individually** and
15 **collectively are deemed guilty of fraud, Interference with commerce by threats or**
16 **violence, Threats and extortion against foreign officials, official guests, or**
17 **internationally protected persons, extortion, embezzlement, larceny, coercion,**
18 **identity theft, extortion of national/internationally protector person, conspiracy to**
19 **deprive of rights under the color of law, treason, bank fraud, Trusts, etc., in restraint**
20 **of trade, frauds and swindles, mail fraud, forced peonage, receiving extortion**
21 **proceeds, monopolization of trade and commerce, willful violation of the**
22 **Constitution, deprivation of rights under color of law, monopolization of trade and**
23 **commerce, and intentional and willful trespass and infringement on the TMKEVIN**
24 **WALKER© and TMDONNABELLE MORTEL© trademarks and copyrights, and**
25 **TMKEVIN WALKER© ESTATE and TMDONNABELLE MORTEL© ESTATE, injury**
26 **and damage to Affiant**.

27 26. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted verified
28 commercial **affidavits**, contract agreement, and/or self-executing contract security

1 agreement(s) (Exhibits I, J, K, L, and N), Defendants individually and collectively,
2 [“]individually and collectively, **EXPRESSLY, FULLY, and unequivocally Authorize,**
3 **indorse, support and advocate for** TMWG EXPRESS TRUST©, and the TMKEVIN
4 WALKER© ESTATE to formally notify the United States Treasury, Internal Revenue
5 Service, the respective Congress(wo)man, U.S. Attorney General, and/or any person,
6 individual, legal fiction, and/or person, or ens legis Affiant deems necessary, including but
7 not limited to submitting the requisite form(s) 1099-A, 1099-OID, 1099-C, 1096, 1040, 1041,
8 1041-V, 3949-A, with the One Billion (\$1,000,000,000.00 USD) as the income lost by Affiant,
9 and/or TMKEVIN WALKER©, TMKEVIN LEWIS WALKER© ESTATE, TMDONNABELLE
10 MORTEL©, TMDONNABELLE ESCAREZ MORTEL© ESTATE, **to be assessed and claimed**
11 **as income** by/to YOU/Defendant(s), and/or **Filing for Summary Judgement**, executing
12 an **Affidavit Certificate of Non-Response, Dishonor, Judgement, and Lien**
13 **Authorization**, and/or issue an ORDER TO PAY to the U.S. Treasury and IRS, said sum
14 certain of **One Billion Dollars (\$1,000,000,000.00 USD)**, for **immediate credit** to Affiant,
15 and/or TMWG EXPRESS TRUST©, and/or TMKEVIN WALKER©, and/or TMKEVIN LEWIS
16 WALKER© ESTATE, and/or TMDONNABELLE MORTEL©, and/or TMDONNABELLE
17 ESCAREZ MORTEL© ESTATE, with this agreement servings as **prima facie evidence** of
18 You, Paul Gustafson, Jay Promisco, James E. Coffrini, AnneMarie Rapolla, Beth Lashkari,
19 PHH MORTGAGE CORP, PHH MORTGAGE SERVICES, SIERRA PACIFIC MORTGAGE
20 COMPANY INC, GREENHEAD INVESTMENTS INC, Ocwen Financial Corporation,
21 WEST COAST ESCROW, Does 1-100 Inclusive’s **Verified INDEBTEDNESS** to Affiant,
22 TMWG EXPRESS TRUST©, and TMKEVIN WALKER© ESTATE, TMDONNABELLE
23 MORTEL© ESTATE. Should it be deemed necessary, the **Claimants/Plaintiffs are fully**
24 **Authorized (in accord with UCC 9-509)** to file a **LIEN** and **UCC1 Financing Statement** to
25 secure satisfaction of the adjudged sum of **One Billion Dollars (\$1,000,000,000.00 USD)**. [“]

26 27. As *considered, agreed, and stipulated* by Defendant(s) in the *unrebutted*
27 verified commercial **affidavits**, contract agreement, and/or self-executing contract
28 security agreement(s) (Exhibits I, J, K, L, and N), Defendants **individually and**

1 collectively, fully agree that this Affidavit and the previously sent are *prima face*
2 evidence of fraud, Interference with commerce by threats or violence, Threats and
3 extortion against foreign officials, official guests, or internationally protected
4 persons, extortion, embezzlement, larceny, coercion, identity theft, extortion of
5 national/internationally protected person, conspiracy to deprive of rights under the
6 color of law, treason, bank fraud, Trusts, etc., in restraint of trade, frauds and
7 swindles, mail fraud, forced peonage, receiving extortion proceeds, monopolization
8 of trade and commerce, willful violation of the Constitution, deprivation of rights
9 under color of law, monopolization of trade and commerce, and intentional and
10 willful trespass and infringement on the TMKEVIN WALKER© and
11 TMDONNABELLE MORTEL© trademarks and copyrights, and TMKEVIN
12 WALKER© ESTATE and TMDONNABELLE MORTEL© ESTATE, **injury and**
13 **damage to Affiant and proof of claim.** See *United States v. Kis*, 658 F.2d, 526 (7th
14 Cir. 1981)., "Appellee had the burden of first proving its prima facie case and could
15 do so by affidavit or other evidence."

16 28. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted
17 verified commercial affidavits, contract agreement, and/or self-executing contract
18 security agreement(s) (Exhibits I, J, K, L, and N), Defendants **fully authorize,**
19 **endorse, support,** and advocate for the entry of a UCC commercial judgement and
20 lien in the amount of **One Billion Dollars (\$1,000,000,000.00)** against Defendants,
21 **in favor of Plaintiffs,** as also evidenced by INVOICE/TRUE BILL
22 #SIERRPHHDISHONOR13 which is a part of **Exhibit L.** INVOICE/TRUE BILL
23 #SIERRPHHDISHONOR13 is attached hereto as **Exhibit P** and incorporated herein
24 by reference.

25 29. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted
26 verified commercial affidavits, contract agreement, and/or self-executing contract
27 security agreement(s) (Exhibits I, J, K, L, and N), should it be **deemed** necessary, the
28 Plaintiffs are **fully Authorized** to initiate the filing of a lien, and the seizing of

1 property to secure satisfaction of the **ADJUDGED, DECREED, AND**
2 **AUTHORIZED** sum total due to **Affiant**, and/or Plaintiffs of, **One Billion and**
3 **00/100 Dollars (\$1,000,000,000.00).**

4 30. As *considered, agreed, and stipulated* by Defendant(s) in the *unrebutted*
5 verified commercial **affidavits**, contract agreement, and/or self-executing contract
6 security agreement(s) (Exhibits I, J, K, L, and N), Defendants individually and
7 collectively, **fully agree** that Respondent(s) (Paul Gustafson, Jay Promisco, James E.
8 Coffrini, AnneMarie Rapolla, Beth Lashkari, PHH MORTGAGE CORP, PHH
9 MORTGAGE SERVICES, SIERRA PACIFIC MORTGAGE COMPANY INC,
10 GREENHEAD INVESTMENTS INC, OCWEN FINANCIAL CORPORATION,
11 WEST COAST ESCROW, Does 1-100 Inclusive)or who you/they represent **is/are**
12 **the DEBTOR(S) in this matter.**

13 31. As *considered, agreed, and stipulated* by Defendant(s) in the *unrebutted*
14 verified commercial **affidavits**, contract agreement, and/or self-executing contract
15 security agreement(s) (Exhibits I, J, K, L, and N), Defendants individually and
16 collectively, **fully agree** that Paul Gustafson, Jay Promisco, James E. Coffrini,
17 AnneMarie Rapolla, Beth Lashkari, PHH MORTGAGE CORP, PHH MORTGAGE
18 SERVICES, SIERRA PACIFIC MORTGAGE COMPANY INC, GREENHEAD
19 INVESTMENTS INC, OCWEN FINANCIAL CORPORATION, WEST COAST
20 ESCROW, Does 1-100 Inclusive, or who you represent **has/have been paid in full**
21 **for the "contract" in question.**

22 32. As *considered, agreed, and stipulated* by Defendant(s) in the *unrebutted*
23 verified commercial **affidavits**, contract agreement, and/or self-executing contract
24 security agreement(s) (Exhibits I, J, K, L, and N), Defendants individually and
25 collectively, fully agree that Paul Gustafson, Jay Promisco, James E. Coffrini,
26 AnneMarie Rapolla, Beth Lashkari, PHH MORTGAGE CORP, PHH MORTGAGE
27 SERVICES, SIERRA PACIFIC MORTGAGE COMPANY INC, GREENHEAD
28 INVESTMENTS INC, OCWEN FINANCIAL CORPORATION, WEST COAST

1 ESCROW, Does 1-100 Inclusive is/are **not** the CREDITOR, or an ASSIGNEE of the
2 CREDITOR, in this matter.

3 33. As *considered, agreed, and stipulated* by Defendant(s) in the *unrebutted*
4 verified commercial **affidavits**, contract agreement, and/or self-executing contract
5 security agreement(s) (Exhibits I, J, K, L, and N), Defendants individually and
6 collectively, fully agree that Paul Gustafson, Jay Promisco, James E. Coffrini,
7 AnneMarie Rapolla, Beth Lashkari, PHH MORTGAGE CORP, PHH MORTGAGE
8 SERVICES, SIERRA PACIFIC MORTGAGE COMPANY INC, GREENHEAD
9 INVESTMENTS INC, OCWEN FINANCIAL CORPORATION, WEST COAST
10 ESCROW, Does 1-100 Inclusive, **DO NOT** have **any** interest or standing, **nor do**
11 **Respondents have a/any valid claim** to DEED OF TRUST #.
12 **000+1365377+24+1+1-15** DATED JULY 15, 2022, or NOTE # **000+1365377+9+1-3**
13 DATED JULY 15, 2022.

14 34. Consistent with the **eternal tradition of natural common law, unless I have**
15 **harmed or violated someone or their property, I have committed no crime; and I am**
16 **therefore not subject to any penalty.** I act in accordance with the following **U.S. Supreme**
17 **Court case:** "The individual may stand upon his **constitutional rights** as a citizen. He is
18 entitled to carry on his **private** business in his own way. **His power to contract is**
19 **unlimited.** He owes no such duty [to submit his books and papers for an examination] to
20 the State, since he receives nothing therefrom, beyond the protection of his life and
21 property. His rights are such as existed by the law of the land [Common Law] **long**
22 **antecedent to the organization of the State**, and can only be taken from him by due
23 process of law, and in accordance with the Constitution. Among his **rights** are a **refusal to**
24 **incriminate himself, and the immunity of himself and his property from arrest or**
25 **seizure except under a warrant of the law.** He owes nothing to the public so long as he
26 does not trespass upon their rights." — **Hale v. Henkel**, 201 U.S. 43 at 47 (1905)" Where
27 **rights secured by the Constitution are involved, there can be no rule making or**
28 **legislation** which would abrogate them." — **Miranda v. Arizona**, 384 U.S.

1 35. "Ignorance of the law does not excuse misconduct in anyone, least of all in
2 a sworn officer of the law." **In re McCowan** (1917), 177 C. 93, 170 P. 1100.

3 36. "All are presumed to know the law." **San Francisco Gas Co. v. Brickwedel**
4 (1882), 62 C. 641; **Dore v. Southern Pacific Co.** (1912), 163 C. 182, 124 P. 817; **People**
5 **v. Flanagan** (1924), 65 C.A. 268, 223 P. 1014; **Lincoln v. Superior Court** (1928), 95
6 C.A. 35, 271 P. 1107; **San Francisco Realty Co. v. Linnard** (1929), 98 C.A. 33, 276 P.
7 368.

8 37. "It is one of the fundamental maxims of the common law that ignorance of
9 the law excuses no one." **Daniels v. Dean** (1905), 2 C.A. 421, 84 P. 332.

10 38. "the people, not the States, are sovereign." — **Chisholm v. Georgia**, 2 Dall.
11 419, 2 U.S. 419, 1 L.Ed. 440 (1793).

12 39. "Public officials are not immune from suit when they transcend their lawful
13 authority by invading constitutional rights." — **AFLCIO v. Woodward**, 406 F2d 137 t.

14 40. **ALL ARE EQUAL UNDER THE LAW.** — "No one is above the law".

15 41. **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE**
16 **EXPRESSED.** — "To lie is to go against the mind."

17 42. **IN COMMERCE TRUTH IS SOVEREIGN.** — Truth is sovereign -- and
18 the Sovereign tells only the truth.

19 43. **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.**

20 44. **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN**
21 **COMMERCE.** — "He who does not deny, admits."

22 45. **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN**
23 **COMMERCE.** (Heb. 6:16-17); "There is nothing left to resolve."

24 46. **WORKMAN IS WORTHY OF HIS HIRE.** — "It is against equity for
25 freemen not to have the free disposal of their own property."

26 47. **HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.**
27 (Book of Job; Mat. 10:22) -- **Legal maxim:** "He who does not repel a wrong when he
28 can occasions it."

1 48. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted
2 verified 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 this **contract, received and accepted per the mailbox**
5 **rule, is self-executing and serves as a SECURITY AGREEMENT, and establishes**
6 **a lien, Authorized by You/They/the DEBTOR(S). Acceptance of this contract is**
7 **deemed to occur at the moment it is dispatched via mail, in accordance with the**
8 **mailbox rule established in common law. Under this rule, an acceptance becomes**
9 **effective and binding** once it is properly addressed, stamped, and placed in the
10 control of the postal service, as supported by **Adams v. Lindsell (1818) 106 ER 250.**
11 **Furthermore, as a self-executing agreement, this contract creates immediate and**
12 **enforceable obligations** without the need for further action, functioning also as a
13 **SECURITY AGREEMENT** under **Article 9 of the Uniform Commercial Code**
14 **(UCC).**

15 49. As *considered, agreed, and stipulated* by Defendant(s) in the unrebutted
16 verified commercial **affidavits**, contract agreement, and/or self-executing contract
17 security agreement(s) (Exhibits I, J, K, L, and N), Plaintiffs' unrebutted verified
18 **affidavits** and accompanying **evidence** collectively demonstrate the absence of any
19 genuine issue of material fact. Without the presentation of contradictory evidence,
20 Plaintiffs are **entitled** to judgment as a **matter of law** under **Rule 56 of the Federal**
21 **Rules of Civil Procedure.**

22 50. Under **California Code of Civil Procedure § 437c(c)**, summary judgment is
23 warranted when "there is no triable issue as to any material fact, and the moving
24 party is *entitled* to judgment as a matter of law." The unrebutted affidavits submitted
25 by Plaintiffs confirm that no triable issues of material fact remain

26 51. "Statements of **fact** contained in affidavits which are **not** rebutted by the
27 opposing party's **affidavit or pleadings may** be accepted as **true** by the trial court.
28 " --Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976).

1 **FURTHER AFFIANT SAYETH NOT.**

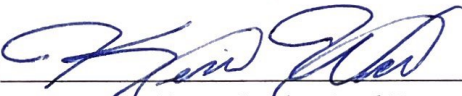
2 Executed “without the United States” in compliance with **28 U.S.C. § 1746.**

3 **COMMERCIAL OATH AND VERIFICATION:**

4 County of Riverside)
5) Commercial Oath and Verification
6 The State of California)

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

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

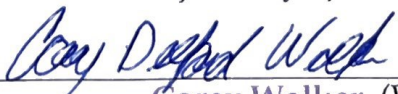
15 By: 
16 **Kevin Walker**, Authorized Representative,
17 Attorney-In-Fact, Secured Party, Executor, national, private bank(er)

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

23 Sui juris, By Special Limited Appearance,

24 By: 
25 **Steven MacArthur-Brooks** (WITNESS)

26 Sui juris, By Special Limited Appearance,

27 By: 
28 **Corey Walker** (WITNESS)

PROOF OF SERVICE

STATE OF CALIFORNIA)

) ss.

COUNTY OF RIVERSIDE)

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

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

2. **Exhibit KK.**

3. **NOTICE OF FILING OF VERIFIED AFFIDAVIT IN SUPPORT OF THE PLAINTIFFS 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**

4. **VERIFIED AFFIDAVIT IN SUPPORT OF THE PLAINTIFFS 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**

By United States Mail. I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses listed below by placing the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and

1 mailing, it is deposited in the ordinary course of business with the United States
2 Postal Service, in a sealed envelope with postage fully prepared. I am a resident or
3 employed in the county where the mailing occurred. The envelope or package was
4 placed in the mail in Riverside County, California, and sent via Registered Mail
5 with a form 3811.

6 Jay Promisco, James E. Coffrini, Joseph Moran, Christian Gault, Amir Sabet,
7 Amanda Coffrini, John Goulding, Brian Mcginley, Virginia Erbes, Corey
8 Moore, Drew Fuerstenberg
9 C/o SIERRA PACIFIC MORTGAGE COMPANY INC / GREENHEAD
10 INVESTMENTS
11 950 Glenn Drive, suite #150
12 Folsom, California [95630]
13 **Registered Mail #RF775822517US**

14 Eric D Houser (SBN 130079), Neil J. Copper (SBN 277997)
15 C/o HOUSER LLP
16 9970 Research Drive
17 Irvine, California [92618]

18 Susanne M. Nicholson, Daniel J. Foster
19 C/o WILKE FLEURY LLP
20 621 Capital Mall, suite 900
21 Sacramento, California [95814]

22 Paul Gustafson,
23 C/o PHH MORTGAGE CORPORATION dba PHH MORTGAGE
24 SERVICES, OWEN FINANCIAL CORPORATION.
25 3000 Leadenhall Road
26 Mount Laurel, New Jersey [08054]
27 **Registered Mail # RF775822525US**

28 Devin Ormonde,
C/o PRIME RECON LLC
27368 Via Industria, Suite 201
Temecula, California [92590]
Registered Mail # RF775822534US

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

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

NOTICE:

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

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ACKNOWLEDGEMENT:

State of California)

) ss.

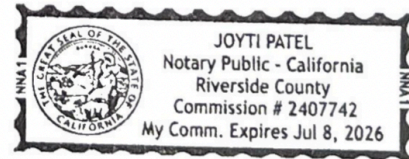
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

County of Riverside)

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

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

WITNESS my hand and official seal.



Signature Joyti Patel (Seal)