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

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION**

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

17 *Real Party(ies) in Interest, 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-JGB-DTB

**PLAINTIFFS' VERIFIED NOTICE OF
JUDICIAL FRAUD, CONSPIRACY,
DEPRIVATION OF RIGHTS UNDER
COLOR OF LAW, VIOLATION OF
DUE PROCESS, AND WAR AGAINST
THE CONSTITUTION AND THE
PEOPLE.**

**PLAINTIFFS' VERIFIED NOTICE OF JUDICIAL FRAUD, CONSPIRACY,
DEPRIVATION OF RIGHTS UNDER COLOR OF LAW, VIOLATION OF DUE
PROCESS, AND WAR AGAINST THE CONSTITUTION AND THE PEOPLE**

COMES NOW, Plaintiffs TMKEVIN WALKER© ESTATE, TMDONNABELLE
MORTEL© ESTATE, TMKEVIN WALKER© IRR TRUST, TMWG EXPRESS TRUST©
(hereinafter "Plaintiff(s)" and or "Real Party(ies) in Interest"), by and through their
Attorney(s)-in-Fact, **Kevin: Walker** and **Donnabelle: Mortel**, who are both

1 proceeding *sui juris, In Propria Persona*, and by *Special Limited Appearance*.

2 **Kevin** and **Donnabelle** are **natural freeborn Sovereigns** and state Citizens of
3 California and Washington **the republic** in its **De'jure** capacity as one of the several
4 states of the Union 1789. **Kevin** and **Donnabelle** are each one of the people. This
5 incidentally makes them both a **national** 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**.

11 This clause **unequivocally** prohibits states from impairing the obligation of
12 contracts, including but not limited to, a trust and contract agreement as an
13 '*Attorney-In-Fact*,' and any private contract existing between Plaintiffs and
14 Defendants. A copy of the '*Affidavit: Power of Attorney In Fact*,' is attached hereto
15 as **Exhibits H** and incorporated herein by reference. Plaintiffs further rely on their
16 *unalienable and inherent* rights under the **Constitution** and the **common law** —
17 rights that **predate** the formation of the state and remain safeguarded by due
18 process of law.

19 **I. 'Attorney-in-Fact' : Legal Authority and Recognition**

20 An **attorney-in-fact** is a **private attorney** authorized by another to act on their behalf in
21 specific matters, as granted by a **power of attorney**. This authority can be **limited to a**
22 **specific act** or extend to **general business matters** that are not of a legal character.

23 According to **Bouvier's Law Dictionary, Black's Law Dictionary (1st, 2nd, and 8th**
24 **editions), and the American Bar Association (ABA):**

- 25 • An **attorney-in-fact** derives their authority from a written instrument,
26 commonly referred to as a "**power of attorney**."
27 • A **constituent** may lawfully delegate authority to an **attorney-in-fact** to act in
28 their place.

- 1 • This designation is distinct from an **attorney-at-law**, as it pertains to an
2 individual acting under a **special agency or letter of attorney** for particular
3 actions.
- 4 • Even individuals who are otherwise disqualified from acting in their own legal
5 capacity, such as minors or married women (historically referred to as **femes**
6 **coverts**), may act as an **attorney-in-fact** for others if they have the necessary
7 understanding.

8 **Black’s Law Dictionary** defines an **attorney-in-fact** as follows:

9 *“A person to whom the authority of another, who is called the constituent, is by*
10 *him lawfully delegated. The term is employed to designate persons who are under*
11 *special agency, or a special letter of attorney, so that they are appointed in factum,*
12 *for the deed, or special act to be performed; but in a more extended sense, it*
13 *includes all other agents employed in any business, or to do any act or acts in pais*
14 *for another.”*

15 The **American Bar Association (ABA)** further affirms that the individual named in
16 a **power of attorney** is legally referred to as an **agent** or **attorney-in-fact** and has the
17 authority to take **any action expressly permitted in the document**. The **American**
18 **Bar Association (ABA)** official website explicitly states:

19 *“The person named in a power of attorney to act on your behalf is commonly*
20 *referred to as your "agent" or "attorney-in-fact." With a valid power of*
21 *attorney, your agent can take **any** action permitted in the document.”* — See
22 **Exhibit SS**.

23 **II. Statutory and U.C.C. Recognition of ‘Attorney-in-Fact’ Authority**

24 The authority of an attorney-in-fact is explicitly recognized in various statutory and
25 commercial codes, reinforcing its binding nature:

- 26 • **U.C.C. § 3-402**: Establishes that an authorized representative, including an
27 attorney-in-fact, can bind the principal in contractual and financial
28 transactions.

- 1 • **28 U.S.C. § 1654:** Confirms that "**parties may plead and conduct their own**
- 2 **cases personally or by counsel**", reinforcing the Plaintiffs' right to self-
- 3 representation and the use of an attorney-in-fact.
- 4 • **26 U.S.C. § 2203:** Recognizes executors, including attorneys-in-fact, in matters
- 5 of estate administration and tax liability.
- 6 • **26 U.S.C. § 7603:** Acknowledges that an attorney-in-fact may lawfully receive
- 7 and respond to IRS summonses on behalf of the principal.
- 8 • **26 U.S.C. § 6903:** Confirms that fiduciaries, including attorneys-in-fact, are
- 9 recognized in tax matters and are legally bound to act in their principal's best
- 10 interest.
- 11 • **26 U.S.C. § 6036:** Establishes that attorneys-in-fact can handle affairs related
- 12 to the administration of decedent estates and trust entities.
- 13 • **26 U.S.C. § 6402:** Grants attorneys-in-fact the authority to receive and
- 14 negotiate tax refunds and credits on behalf of the principal.

15 Plaintiffs have clearly presented a valid "**Affidavit: Power of Attorney In**

16 **Fact**" (Exhibit H), which lawfully confers upon them the authority to act in this

17 matter. The legal principles established by the **UCC and statutory law further**

18 **reinforce the binding authority of Plaintiffs' affidavits and agreements.**

19 Defendants' assertion that a **trust cannot be represented by an attorney-in-fact**

20 **contradicts well-established statutory, commercial, and legal principles.** By

21 denying this legal reality, **Defendants engage in intentional misrepresentation**

22 **and mockery of long-standing legal doctrine, further demonstrating their lack of**

23 **credibility and bad faith in these proceedings**

24 **III. Constitutional Basis:**

25 Plaintiffs assert that his private rights are secured and protected under the

26 **Constitution, common law, and exclusive equity**, which govern their ability to

27 freely contract and protect their property and interests..

28 Plaintiffs respectfully assert and affirm:

- 1 • "The individual may stand upon his constitutional rights as a citizen. He is
2 entitled to carry on his **private** business in his own way. **His power to**
3 **contract is *unlimited***. He owes no such duty [to submit his books and papers
4 for an examination] to the State, since he receives nothing therefrom, beyond
5 the protection of his life and property. His rights are such as existed by the
6 law of the land [Common Law] long antecedent to the organization of the
7 State, and can only be taken from him by due process of law, and in
8 accordance with the Constitution. Among his rights are a refusal to
9 incriminate himself, and the immunity of himself and his property from
10 arrest or seizure except under a warrant of the law. He owes nothing to the
11 public so long as he does not trespass upon their rights." (*Hale v. Henkel*, 201
12 U.S. 43, 47 [1905]).
- 13 • "The claim and exercise of a constitutional **right cannot** be converted into a
14 crime." — *Miller v. U.S.*, 230 F 2d 486, 489.
- 15 • "Where **rights secured by** the Constitution are involved, **there can be no rule**
16 **making or legislation** which would abrogate them." — *Miranda v. Arizona*,
17 384 U.S.
- 18 • "There can be no sanction or penalty imposed upon one because of this
19 exercise of constitutional **rights**." — *Sherar v. Cullen*, 481 F. 945.
- 20 • "A law repugnant to the Constitution is **void**." — *Marbury v. Madison*, 5 U.S.
21 (1 Cranch) 137, 177 (1803).
- 22 • "It is not the duty of the citizen to surrender his rights, liberties, and
23 immunities under the guise of police power or any other governmental
24 power." — *Miranda v. Arizona*, 384 U.S. 436, 491 (1966).
- 25 • "An unconstitutional act is not law; it confers no rights; it imposes no duties;
26 affords no protection; it creates no office; it is, in legal contemplation, as
27 inoperative as though it had never been passed." — *Norton v. Shelby County*,
28 118 U.S. 425, 442 (1886).

- 1 • "No one is bound to obey an unconstitutional law, and no courts are bound to
2 enforce it." — *16 Am. Jur. 2d, Sec. 177, Late Am. Jur. 2d, Sec. 256.*
- 3 • "Sovereignty itself remains with the people, by whom and for whom all
4 government exists and acts." — *Yick Wo v. Hopkins*, 118 U.S. 356, 370 (1886).

5 **IV. Supremacy Clause**

6 Plaintiffs assert and affirm that:

- 7 • **The Supremacy Clause** of the Constitution of the United States (**Article VI,**
8 **Clause 2**) **establishes** that **the Constitution**, federal laws made **pursuant to**
9 **it**, and treaties **made under its authority**, constitute the "**supreme Law of**
10 **the Land**", and thus **take priority over any conflicting state laws**. It
11 provides that state courts are bound by, and state constitutions subordinate
12 to, the supreme law. However, federal statutes and treaties must be within
13 the parameters of the Constitution; **that is, they must be pursuant to** the
14 federal government's **enumerated powers**, and **not violate other**
15 **constitutional limits on federal power ...** As a constitutional provision
16 identifying the supremacy of federal law, the Supremacy Clause assumes
17 the underlying priority of federal authority, **albeit only when that authority**
18 **is expressed in the Constitution itself; no matter what** the federal or state
19 governments **might wish to do**, they **must** stay within the boundaries of the
20 **Constitution.**

21 **V. Factual Basis for this NOTICE**

22 This Notice is submitted **for the record** and places the Court on **formal notice** of its
23 continued dishonor, violation of due process, willful misconduct, and collusion to
24 obstruct justice.

25 **1. AFFIDAVITS AND DEMANDS REMAIN UNREBUTTED:**

26 Plaintiffs have submitted multiple verified affidavits and demands, including:

- 27 • **Verified Affidavit in Support**
- 28 • **Verified Notice of Filing Affidavit in Support**

- 1 • **Verified Demand for Summary Judgment and Default Judgment**
- 2 • **Verified Writ of Mandamus**
- 3 • **Verified Conditional Acceptance of Defendants' Motion to Dismiss**
- 4 • **Notice of Decline of Consent to Be Heard by a Magistrate Judge &**
- 5 **Demand for an Article III Judge**

6 2. These *all* remain **uncontested**, standing as **prima facie evidence and truth in**

7 **commerce**, and **establishing Defendants' dishonor** under UCC § 3-505.

8 3. **JUDICIAL FRAUD & BAD FAITH ACTIONS:**

9 The Court, acting outside its lawful authority, has failed to adjudicate Plaintiffs'

10 claims as required by law and due process, demonstrating **intentional bad faith,**

11 **bias, and procedural sabotage.**

12 4. **CONTINUED JUDICIAL DISHONOR:**

13 The Court has refused to acknowledge or act upon the **uncontested affidavits,**

14 **the verified demands for summary judgment,** and the **writ of mandamus,**

15 thereby operating in clear violation of judicial obligations under **Rule 56 of the**

16 **Federal Rules of Civil Procedure** and multiple **U.S. Code provisions.**

17 5. **VIOLATION OF CLEARFIELD DOCTRINE:**

18 The Court, **acting in a private corporate capacity rather than as a constitutional**

19 **judicial body,** has demonstrated a failure to adhere to established Supreme Court

20 precedent, including:

21 **Clearfield Trust Co. v. United States, 318 U.S. 363 (1943):**

22 "*Governments descend to the level of mere private corporations when engaging in*

23 *commercial transactions, and lose their sovereignty, standing only as private entities in*

24 *relation to their commercial dealings.*"

25 6. **PROOF OF FRAUDULENT COLLUSION & CONSPIRACY:**

26 The Court has engaged in **intentional misadministration** by refusing to issue

27 judgment despite **unrebutted filings,** as documented in the **PACER docket:**

28 https://www.pacermonitor.com/case/56782287/Kevin_Walker_Estate_et_al_v_Jay_Promisco_et_al

1 **VI. Legal Basis for Relief**

2 **JUDICIAL FRAUD & CONSPIRACY VIOLATE FEDERAL LAW**

- 3 • **18 U.S.C. § 241 – Conspiracy Against Rights**
4 • **18 U.S.C. § 242 – Deprivation of Rights Under Color of Law**
5 • **42 U.S.C. § 1983 – Civil Action for Deprivation of Rights**
6 • **28 U.S.C. § 455 – Mandatory Judicial Recusal for Bias or Prejudice**
7 • **28 U.S.C. § 1361 – Mandamus to Compel an Officer of the United States to**
8 **Perform a Duty**

9 **Marbury v. Madison, 5 U.S. 137 (1803):**

10 *"A law repugnant to the Constitution is void."*

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

12 *"Where rights secured by the Constitution are involved, there can be no rule-making or*
13 *legislation which would abrogate them."*

14 **Federal Rules of Civil Procedure, Rule 56:**

15 *"When there is no genuine issue of material fact, summary judgment **must** be entered as*
16 *a matter of law."*

17 **UCC § 3-505 – Evidence of Dishonor:**

18 *"A protest is a certificate of dishonor made by a notary public or other authorized*
19 *person, establishing that presentment has been made and dishonor has occurred."*

20 **UCC § 1-308 – Reservation of Rights:**

21 *"A party that performs or accepts performance with explicit reservation of rights does*
22 *not waive those rights."*

23 //

24 **VII. DEMAND for Immediate Judgement and Remedy**

25 WHEREFORE, given the **undisputed** fraud, conspiracy, and judicial dishonor,
26 Plaintiffs formally demand the following:

27 **1. IMMEDIATE ENTRY OF DEFAULT & SUMMARY JUDGMENT**

- 28 • The Defendants are in dishonor under **UCC § 3-505.**

- The record is **uncontested**, and judgment must be entered as a matter of law.

2. MANDATORY JUDICIAL RECUSAL & FEDERAL INVESTIGATION

- The presiding judge has demonstrated **clear bias, procedural abuse, and obstruction of justice.**

3. REFERRAL FOR CRIMINAL PROSECUTION UNDER 18 U.S.C. §§ 241, 242

- The Court’s willful deprivation of rights is **criminal misconduct.**

4. CORRECTIVE ACTION BY HIGHER COURT

- Given the **failure of this court to act**, an **emergency appeal or federal intervention** is required.

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WARNING: FAILURE TO REMEDY THIS MATTER SHALL CONSTITUTE ADDITIONAL VIOLATIONS OF LAW AND FURTHER PROVE INTENTIONAL JUDICIAL COLLUSION & TREASON AGAINST THE PEOPLE.

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VIII. Final NOTICE to the COURT

This Notice shall serve as a **formal and final warning** before escalation to:

- **The United States Supreme Court**
- **The Department of Justice**
- **International Human Rights Organizations**
- **The United Nations Human Rights Council**

Failure to act **will be treated as additional criminal violations**, and Plaintiffs **will pursue all legal and lawful remedies available, including criminal charges, federal oversight, and judicial impeachment proceedings.**

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Exhibit List / Evidence:

1. **Exhibit A:** UCC1 filing #2024385925-4.
2. **Exhibit B:** UCC1 filing #2024385935-1.
3. **Exhibit C:** UCC1 filing #2024402433-7.
4. **Exhibit D:** UCC1 filing #2024411182-7.
5. **Exhibit E:** GRANT DEED recorded in Official Records County of Riverside, DOC #2024-0291980, APN: 957-570-005, File No.: 37238 KH, where the private trust property is titled to 'WG Private Irrevocable Trust, dated Febraury 7, 2022.'
6. **Exhibit F:** Affidavit: Power of Attorney in Fact.
7. **Exhibit G:** DEED OF TRUST #0000000000788382476307152022.
8. **Exhibit H:** Library of Congress Certified Copy of *The Public Statutes at Large of the United States of America* from March 1933 to June 1934: House Joint Resolution 192 of June 5, 1933, Public Law 73-10.
9. **Exhibit I:** Contract Security Agreement #9589071052700983677494.
10. **Exhibit J:** Contract Security Agreement #EI948566806US.
11. **Exhibit K:** Contract Security Agreement #RF661592042US.
12. **Exhibit L:** Contract Security Agreement #RF661592201US/ Affidavit Certificate of Dishonor, Non-response, **DEFAULT, JUDGEMENT,** and **LIEN AUTHORIZATION,** #RF661592201US.
13. **Exhibit M:** Form 3811 corresponding to Exhibit L.
14. **Exhibit N:** Contract Security Agreement #RF661592802US.
15. **Exhibit O:** Form 3811 corresponding to Exhibit N.
16. **Exhibit P:** INVOICE/TRUE BILL #SIERRPHHDISHONOR13.
17. **Exhibit Q:** Registered BILL OF EXCHANGE #RF661591285US.
18. **Exhibit R:** LETTER OF CREDIT, #RF661591308US.
19. **Exhibit S:** Private Post Registered (with U.S. Treasury) \$200,000,000,000.00 USD 'MASTER DISCHARGE AND BOND,' #RF372320890US.
20. **Exhibit T:** 2022 form 1099-A, for \$669,595.

- 1 21. **Exhibit U:** 2022 form 1099-C, for \$669,595.
- 2 22. **Exhibit V:** 2022 form 1099-OID, for \$669,595.
- 3 23. **Exhibit W:** 2022 form 1099-A, for \$647,200.
- 4 24. **Exhibit X:** 2022 form 1099-C, for \$647,200.
- 5 25. **Exhibit Y:** 2022 form 1099-OID, for \$647,200
- 6 26. **Exhibit Z:** 2024 form 1099-A, for \$700,000.
- 7 27. **Exhibit AA:** 2024 form 1099-OID, for \$700,000
- 8 28. **Exhibit BB:** \$1,023,416.35 face value 'BUYER'S FINAL SETTLEMENT STATEMENT.'
- 9 29. **Exhibit CC:** [Signed](#) copy of the 'Affidavit of WALKER TODD.
- 10 30. **Exhibit DD:** [NOTE #000+1365377+9+1-3 DATED JULY 15, 2022.](#)
- 11 31. **Exhibit EE:** PASSPORT #[A39235161](#) (this DOCUMENT *unequivocally* evidences and
12 demonstrates that the holder is a '[national](#)).
- 13 32. **Exhibit FF:** Copy of 4 ATTORNEY & CLIENT 7 C.J.S. and 2-3 ATTORNEY & CLIENT 7
14 C.J.S. (DEFENDANTS are wards of the court: 18 USC 8).
- 15 33. **Exhibit EE:** PASSPORT #[A39235161](#) (this DOCUMENT *unequivocally* evidences and
16 demonstrates that the holder is a '[national](#)).
- 17 34. **Exhibit FF:** Copy of 4 ATTORNEY & CLIENT 7 C.J.S. and 2-3 ATTORNEY & CLIENT 7
18 C.J.S. (DEFENDANTS are wards of the court: 18 USC 8).
- 19 35. **Exhibit GG:** Service of 'VERIFIED COMPLAINT FOR FRAUD, BREACH OF
20 CONTRACT, QUIET TITLE, RACKETEERING, and SUMMARY JUDGEMENT AS A
21 MATTER OF LAW', via email on **December 18, 2024 at 7:07pm.**
- 22 36. **Exhibit HH:** Service of [[AMENDED](#)] VERIFIED COMPLAINT FOR FRAUD, BREACH
23 OF CONTRACT, QUIET TITLE, RACKETEERING, and SUMMARY JUDGEMENT AS
24 A MATTER OF LAW', via email on **January 10, 2025 at 7:07pm.**
- 25 37. **Exhibit II:** USPS form 3811 for Service of, 'VERIFIED COMPLAINT FOR FRAUD,
26 BREACH OF CONTRACT, QUIET TITLE, RACKETEERING, and SUMMARY
27 JUDGEMENT AS A MATTER OF LAW', via **Registered Mail #[RF775820935US](#).**
- 28 38. **Exhibit JJ:** USPS form 3811 for Service of, '[\[AMENDED\]](#) VERIFIED COMPLAINT FOR

1 FRAUD, BREACH OF CONTRACT, QUIET TITLE, RACKETEERING, and SUMMARY
2 JUDGEMENT AS A MATTER OF LAW', via Registered Mail #RF775821746US

3 39. **Exhibit KK:** Email sent to Plaintiffs by **Joseph Moran** on **December 14, 2023 at 7:50am**,
4 instructing all Defendants *dishonorably* ignore Plaintiffs, *silently acquiesce*, and
5 tacitly agree.

6 40. **Exhibit LL:** USPS Form 3811 corresponding to **Registered Mail #RF775821074US**,
7 which evidences Respondents/Defendants have **unequivocally received** Plaintiffs' /
8 Real Party in Interest's filings, confirming proper service and delivery.

9 41. **Exhibit MM:** USPS Form 3811 corresponding to **Express Mail #ER126149761US**, which
10 evidences Respondents/Defendants have **unequivocally received** Plaintiffs' / Real
11 Party in Interest's filings, confirming proper service and delivery.

12 42. **Exhibit NN:** PLAINTIFFS' **DEMAND** [MOTION] FOR CRIMINAL REFERRAL AND
13 PROSECUTION OF DEFENDANTS, SANCTIONS, **DEMAND** [MOTION] FOR
14 DEFAULT AND SUMMARY JUDGMENT IN PLAINTIFFS' FAVOR AS A MATTER OF
15 LAW WITHOUT HEARING.

16 43. **Exhibit OO:** NOTICE OF FILING OF **VERIFIED AFFIDAVIT** IN SUPPORT OF THE
17 PLAINTIFFS' **VERIFIED DEMAND** FOR CRIMINAL REFERRAL AND
18 PROSECUTION OF DEFENDANTS, SANCTIONS, AND **VERIFIED DEMAND** FOR
19 DEFAULT AND SUMMARY JUDGMENT IN PLAINTIFFS' FAVOR AS A MATTER OF
20 LAW WITHOUT HEARING.

21 44. **Exhibit PP:** **VERIFIED AFFIDAVIT** IN SUPPORT OF THE PLAINTIFFS PLAINTIFFS'
22 **VERIFIED DEMAND** FOR CRIMINAL REFERRAL AND PROSECUTION OF
23 DEFENDANTS, SANCTIONS, AND **VERIFIED DEMAND** FOR DEFAULT AND
24 SUMMARY JUDGMENT IN PLAINTIFFS' FAVOR AS A MATTER OF LAW WITHOUT
25 HEARING.

26 45. **Exhibit QQ:** PLAINTIFFS' **DECLINE** OF CONSENT TO BE HEARD BY A
27 'MAGISTRATE JUDGE' AND DEMAND FOR AN ARTICLE III JUDGE.

28 46. **Exhibit RR:** **DECLINED** NOTICE OF ASSIGNMENT TO A U.S. MAGISTRATE JUDGE

1 AND DECLINATION OF CONSENT.

2 47. **Exhibit SS:** A copy of the **American Bar Association's official website** affirming the
3 validity of a '**power of attorney**'.

4 48. **Exhibit TT:** A copy of **Rule 8.4 of the Bar Association**, which clearly outlines the
5 prohibition of dishonesty, fraud, deceit, and misrepresentation.

6 49. **Exhibit UU:** A copy of PLAINTIFFS' VERIFIED *CONDITIONAL ACCEPTANCE OF*
7 *DEFENDANT PHH MORTGAGES' NOTICE OF MOTION, MOTION TO DISMISS*
8 *AND PLAINTIFFS' VERIFIED DEMAND FOR CRIMINAL ENFORCEMENT,*
9 *SANCTIONS, AND PLAINTIFFS' VERIFIED DEMAND FOR DEFAULT AND*
10 *SUMMARY JUDGMENT, AS A MATTER OF LAW, WITHOUT HEARING*

11 //

12 //

13 //

14 //

15 **COMMERCIAL OATH AND VERIFICATION:**

16 County of Riverside)
17) Commercial Oath and Verification
18 The State of California)

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

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

27 By: _____

28 **Kevin Walker**, *Attorney-In-Fact, Secured Party,*
Executor, national, private bank(er) EIN # 9x-xxxxxxx

COMMERCIAL OATH AND VERIFICATION:

1 County of Riverside)
2) Commercial Oath and Verification
3)
4 The State of California)

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

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

13 By: _____
14 **Donnabelle Mortel**, Attorney-In-Fact, Secured Party,
15 Executor, **national**, private bank(er) EIN # 9x-xxxxxxx

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

sui juris, By Special Limited Appearance,

21 By: _____
22 **Corey Walker** (Witness)

sui juris, By Special Limited Appearance,

23 By: _____
24 **Steven MacArthur-Brooks** (Witness)

26 //
27 //
28 //

1 **WORDS DEFINED GLOSSARY OF TERMS:**

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

- 4 1. **Attorney-in-fact:** A private attorney authorized by another to act in his place and
5 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 conferred
7 by an instrument in writing, called a "letter of attorney," or more commonly a "power
8 of attorney." A person to whom the authority of another, who is called the constituent ,
9 is by him lawfully delegated. The term is employed to designate persons who are
10 under special agency, or a special letter of attorney, so that they are appointed in
11 *factum*, for the deed, or special act to be performed; but in a more extended sense it
12 includes all other agents employed in any business, or to do any act or acts in pais for
13 another. Bacon, Abr. Attorney; Story, Ag. § 25. All persons who are capable of acting
14 for themselves, and even those who are disqualified from acting in their own capacity,
15 if they have sufficient understanding, as infants of proper age, and femes coverts, may
16 act as attorney of other. The person named in a power of attorney to act on your behalf
17 is commonly referred to as your "agent" or "attorney-in-fact." With a valid power of
18 attorney, your agent can take any action permitted in the document. — See Bouvier's
19 Law Dictionary, volumes 1,2, and 3, page 282, Blacks Law Dictionary 1, 2nd, 8th, pages
20 105, 103, and 392 respectively, and the American Bar Association's website on 'Power
21 of Attorney' and 'Attorney-In-Fact'
- 22 2. **Attorney:** Strictly, one who is designated to transact business for another; a legal
23 agent. — Also termed attorney-in-fact; private attorney. 2. A person who practices law;
24 LAWYER. Also termed (in sense 2) attorney-at-law; public attorney. A person who is
25 appointed by another and has authority to act on behalf of another. *See also* POWER
26 OF ATTORNEY. See, Black's Law Dictionary 8th Edition, pages 392-393, Oxford
27 Dictionary or Law, 5th Edition, page 38, American Bar Association's website.

- 1 3. **financial institution:** a **person**, an **individual**, a **private banker**, a business
2 engaged in vehicle sales, including automobile, airplane, and boat sales,
3 persons involved in real estate closings and settlements, the United States
4 Postal Service, a commercial bank or trust company, any credit union, an
5 agency of the United States Government or of a State or local government
6 carrying out a duty or power of a business described in this paragraph, a broker
7 or dealer in securities or commodities, a currency exchange, or a business
8 engaged in the exchange of currency, funds, or value that substitutes for
9 currency or funds, financial agency, a loan or finance company, an issuer,
10 redeemer, or cashier of travelers' checks, checks, money orders, or similar
11 instruments, an operator of a credit card system, an insurance company, a
12 licensed sender of money or any other person who engages as a business in the
13 transmission of currency, funds, or value that substitutes for currency, including
14 any person who engages as a business in an informal money transfer system or
15 any network of people who engage as a business in facilitating the transfer of
16 money domestically or internationally outside of the conventional financial
17 institutions system. Ref, 31 U.S. Code § 5312 - Definitions and application.
- 18 4. **individual:** As a noun, this term denotes a single **person** as distinguished from a
19 group or class, and also, very commonly, a private or natural person as distinguished
20 from a partnership, corporation, or association; but it is said that this restrictive
21 signification is not necessarily inherent in the word, and that it **may**, in proper cases,
22 include **artificial persons**. As an adjective: Existing as an indivisible entity. Of or
23 relating to a single person or thing, as opposed to a group.— See Black's Law
24 Dictionary 4th, 7th, and 8th Edition pages 913, 777, and 2263 respectively.
- 25 5. **person:** Term may include artificial beings, as corporations. The term means an
26 **individual, corporation, business trust, estate, trust, partnership, limited liability**
27 **company, association, joint venture, government, governmental subdivision, agency,**
28 **or instrumentality, public corporation, or any other legal or commercial entity.** The

1 term "person" shall be construed to mean and include an individual, a trust, estate,
2 partnership, association, company or corporation. **The term "person" means a**
3 **natural person or an organization. -Artificial persons.** Such as are created and
4 devised by law for the purposes of society and government, called "corporations" or
5 bodies politic." **-Natural persons.** Such as are formed by nature, as distinguished from
6 artificial persons, or corporations. **-Private person.** An individual who is not the
7 incumbent of an office. Persons are divided by law into natural and **artificial.** Natural
8 persons are such as the God of nature formed us; **artificial** are such as are created and
9 devised by **human laws**, for the purposes of society and government, which are called
10 "corporations" or "bodies politic." — See Uniform Commercial Code (UCC) § 1-201,
11 Black's Law Dictionary 1st, 2nd, and 4th edition pages 892, 895, and 1299, respectively,
12 27 Code of Federal Regulations (CFR) § 72.11 - Meaning of terms, and 26 United States
13 Code (U.S. Code) § 7701 - Definitions.

- 14 6. **bank:** a **person** engaged in the business of banking and includes a savings bank,
15 savings and loan association, credit union, and **trust company.** The terms "banks",
16 "national bank", "national banking association", "member bank", "board", "district",
17 and "reserve bank" shall have the meanings assigned to them in section 221 of this
18 title. An institution, of great value in the commercial world, empowered to receive
19 deposits of money, to make loans. and to issue its promissory notes, (designed to
20 circulate as money, and commonly called "bank-notes" or "bank-bills") or to perform
21 any one or more of these functions. The term "bank" is usually restricted in its
22 application to an incorporated body; while a **private individual** making it his business
23 to conduct banking operations is denominated a "banker." Banks in a commercial
24 sense are of three kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation.
25 Strictly speaking, the term "bank" implies a place for the deposit of money, as that is
26 the most obvious purpose of such an institution. — See, UCC 1-201, 4-105, 12 U.S.
27 Code § 221a, Black's Law Dictionary 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117,
28 183-184, 139-140, and 437-439.

- 1 7. **discharge:** To cancel or unloose the obligation of a contract; to make an
2 agreement or contract null and inoperative. Its principal species are rescission,
3 release, accord and satisfaction, performance, judgement, composition,
4 bankruptcy, merger. As applied to demands claims, right of action,
5 incumbrances, etc., to discharge the debt or claim is to extinguish it, to annul its
6 obligatory force, to satisfy it. And here also the term is generic; thus a dent , a
7 mortgage. As a noun, the word means the act or instrument by which the
8 binding force of a contract is terminated, irrespective of whether the contract is
9 carried out to the full extent contemplated (in which case the discharge is the
10 result of performance) or is broken off before complete execution. See, Blacks
11 Law Dictionary 1st, page.
- 12 8. **pay:** To *discharge* a debt; to deliver to a creditor the value of a debt, either in money or
13 in goods, for his acceptance. To pay is to deliver to a creditor the value of a debt, either
14 in money or In goods, for his acceptance, by which the debt is discharged. See Blacks
15 Law Dictionary 1st, 2nd, and 3rd edition, pages 880, 883, and 1339 respectively.
- 16 9. **payment:** The performance of a duty, promise, or obligation, or discharge of a debt or
17 liability. by the delivery of money or other value. Also the money or thing so
18 delivered. Performance of an obligation by the delivery of money or some other
19 valuable thing accepted in partial or full discharge of the obligation. [Cases: Payment
20 1. C.J.S. Payment § 2.] 2. The money or other valuable thing so delivered in satisfaction
21 of an obligation. See Blacks Law Dictionary 1st and 8th edition, pages 880-811 and
22 3576-3577, respectively.
- 23 10. **may:** An auxiliary verb qualifying the meaning of another verb by expressing ability,
24 competency, liberty, permission, probability or contingency. — Regardless of the
25 instrument, however, whether constitution, statute, deed, contract or whatnot, **courts**
26 **not infrequently construe "may" as "shall" or "must".**— See Black's Law Dictionary,
27 4th Edition page 1131.
- 28

- 1 11. **extortion:** The term “**extortion**” means the obtaining of property from another, **with**
2 **his consent, induced by wrongful use of actual or threatened force, violence, or fear,**
3 **or under color of official right.**— See 18 U.S. Code § 1951 - Interference with
4 commerce by threats or violence.
- 5 12. **national:** “foreign government”, “foreign official”, “internationally protected person”,
6 “international organization”, “national of the United States”, “official guest,” and/or
7 “non-citizen national.” **They all have the same meaning.** See Title 18 U.S. Code § 112
8 - Protection of foreign officials, official guests, and internationally protected persons.
- 9 13. **United States:** For the purposes of this Affidavit, the terms "United States" and "U.S."
10 *mean only the Federal Legislative Democracy of the District of Columbia, Puerto Rico, U.S.*
11 *Virgin Islands, Guam, American Samoa, and any other Territory within the "United*
12 *States," which entity has its origin and jurisdiction from Article 1, Section 8, Clause*
13 *17-18 and Article IV, Section 3, Clause 2 of the Constitution for the United States of*
14 *America. The terms "United States" and "U.S." are NOT to be construed to mean or include*
15 *the sovereign, united 50 states of America.*
- 16 14. **fraud:** deceitful practice or Willful device, resorted to with intent to deprive another of
17 his right, or in some manner to do him an injury. As distinguished from negligence, it
18 is always positive, intentional. as applied to contracts is the cause of an error bearing
19 on material part of the contract, created or continued by artifice, with design to obtain
20 some unjust advantage to the one party, or to cause an inconvenience or loss to the
21 other. in the sense of court of equity, properly includes all acts, omissions, and
22 concealments which involved a breach of legal or equitable duty, trust, or confidence
23 justly reposed, and are injurious to another, or by which an undue and
24 unconscientious advantage is taken of another. See Black’s Law Dictionary, 1st and
25 2nd Edition, pages 521-522 and 517 respectively.
- 26 15. **color:** appearance, semblance. or simulacrum, as distinguished from that which is real.
27 A prima facie or apparent right. Hence, a deceptive appearance; a plausible, assumed
28

1 exterior, concealing a lack of reality; a a disguise or pretext. See, Black’s Law
2 Dictionary 1st Edition, page 222.

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

5 //

6 **PROOF OF SERVICE:**

7 STATE OF CALIFORNIA)

8) ss.

9 COUNTY OF RIVERSIDE)

10 I competent, over the age of eighteen years, and not a party to the within
11 action. My mailing address is the Walkernova Group, **care of:** 30650 Rancho
12 California Road suite #406-251, Temecula, California [92591]. On March 16, 2025, I
13 served the within documents:

- 14 1. **PLAINTIFFS’ VERIFIED NOTICE OF JUDICIAL FRAUD, CONSPIRACY,**
15 **DEPRIVATION OF RIGHTS UNDER COLOR OF LAW, VIOLATION OF DUE**
16 **PROCESS, AND WAR AGAINST THE CONSTITUTION AND THE PEOPLE.**

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

27 Clerk, Agent(s), Fiduciary(ies)
28 C/o CLERK OF THE COURT - U.S. DISTRICT COURT
3470 Twelfth Street, Room 134

1 Riverside, California [92501-3801]
2 **Registered Mail #RFxxxxxxxUS**

3 Clerk, Agent(s), Fiduciary(ies)
4 C/o CLERK OF THE COURT - U.S. COURT OF APPEALS COURT
5 95 Seventh Street
6 San Francisco, California [94103-1526]
7 **Registered Mail #RFxxxxxxxUS**

8 James R. McHenry III, Pam Bondi, Agent(s), Fiduciary(ies)
9 C/o OFFICE OF THE ATTORNEY GENERAL
10 950 Pennsylvania Avenue, North West
11 Washington, District of Columbia [20530-0001]
12 **Registered Mail #RFxxxxxxxUS**

13 Jay Promisco, James E. Coffrini, Joseph Moran, Christian Gault, Amir
14 Sabet, Amanda Coffrini, John Goulding, Brian Mcginley, Virginia
15 Erbes, Corey Moore, Drew Fuerstenberg
16 C/o SIERRA PACIFIC MORTGAGE COMPANY INC / GREENHEAD
17 INVESTMENTS
18 950 Glenn Drive, suite #150
19 Folsom, California [95630]
20 **Registered Mail #RFxxxxxxxUS**

21 Eric D Houser (SBN 130079), Neil J. Copper (SBN 277997)
22 C/o HOUSER LLP
23 9970 Research Drive
24 Irvine, California [92618]
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26 Susanne M. Nicholson, Daniel J. Foster
27 C/o WILKE FLEURY LLP
28 621 Capital Mall, suite 900
Sacramento, California [95814]
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Paul Gustafson,
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SERVICES, OWEN FINANCIAL CORPORATION.
3000 Leadenhall Road
Mount Laurel, New Jersey [08054]
Registered Mail #RFxxxxxxxUS

Devin Ormonde,
C/o PRIME RECON LLC
27368 Via Industria, Suite 201
Temecula, California [92590]
Registered Mail #RF775823614US

On March 16, 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

1 electronic notification addresses listed below.

2 Clerk, Agent(s), Fiduciary(ies)
3 C/o CLERK OF THE COURT - U.S. DISTRICT COURT
3470 Twelfth Street, Room 134
4 Riverside, California [92501-3801]
optout_consent@cacd.uscourts.gov - **misprision of felony obligation**

5 Clerk, Agent(s), Fiduciary(ies)
6 C/o CLERK OF THE COURT - U.S. COURT OF APPEALS COURT
95 Seventh Street
7 San Francisco, California [94103-1526]
emergency@ca9.uscourts.gov - **misprision of felony obligation**

8 James R. McHenry III, Pam Bondi, Agent(s), Fiduciary(ies)
9 C/o OFFICE OF THE ATTORNEY GENERAL
950 Pennsylvania Avenue, North West
10 Washington, District of Columbia [20530-0001]
Police-Practices@doj.ca.gov - **misprision of felony obligation**

11 Jay Promisco, James E. Coffrini, Joseph Moran, Christian Gault, Amir
12 Sabet, Amanda Coffrini, John Goulding, Brian Mcginley, Virginia
Erbes, Corey Moore, Drew Fuerstenbergerm

13 C/o SIERRA PACIFIC MORTGAGE COMPANY INC / GREENHEAD
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23 ncooper@houser-law.com
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25 Susanne M. Nicholson, Daniel J. Foster
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26 621 Capital Mall, suite 900
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28 Paul Gustafson,

ACKNOWLEDGEMENT:

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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 16th day of March, 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 _____ (Seal)