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7 *Attorney(s)-In-Fact, Executor(s), and Authorized Representative(s),*
8 *for Real Party(ies) in Interest/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, EASTERN DIVISION**

13 TMKEVIN WALKER© ESTATE,
14 TMDONNABELLE MORTE© 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
CONDITIONAL ACCEPTANCE OF
DEFENDANT PHH MORTGAGES'
NOTICE OF MOTION, MOTION TO
DISMISS AND PLAINTIFFS'
VERIFIED DEMAND FOR
CRIMINAL ENFORCEMENT,
SANCTIONS, AND PLAINTIFFS'
VERIFIED DEMAND FOR DEFAULT
AND SUMMARY JUDGEMENT, AS A
MATTER OF LAW, WITHOUT
HEARING.

PLAINTIFFS' VERIFIED CONDITIONAL ACCEPTANCE OF DEFENDANT
PHH MORTGAGES' NOTICE OF MOTION, MOTION TO DISMISS AND
PLAINTIFFS' VERIFIED DEMAND FOR CRIMINAL ENFORCEMENT,
SANCTIONS, AND PLAINTIFFS' VERIFIED DEMAND FOR DEFAULT AND
SUMMARY JUDGEMENT, AS A MATTER OF LAW, WITHOUT HEARING

COMES NOW, Plaintiffs TMKEVIN WALKER© ESTATE, TMDONNABELLE
MORTEL© ESTATE, TMKEVIN WALKER© IRR TRUST, TMWG EXPRESS TRUST©

1 (hereinafter "Plaintiff(s)" and or "Real Party(ies) in Interest"), by and through their
2 Attorney(s)-in-Fact, **Kevin: Walker** and **Donnabelle: Mortel**, who are both
3 proceeding *sui juris, In Propria Persona*, and by *Special Limited Appearance*.
4 **Kevin** and **Donnabelle** are **natural freeborn Sovereigns** and state Citizens of
5 California and Washington **the republic** in its **De'jure** capacity as one of the several
6 states of the Union 1789. This incidentally makes them both a **national** of the
7 republic as per the **De'Jure Constitution for the United States 1777/1789**.
8 Plaintiffs, acting through their Attorney(s)-in-Fact, assert their *unalienable* right to
9 **contract**, as secured by **Article I, Section 10** of the **Constitution**, which states: "**No**
10 **State shall... pass any Law impairing the Obligation of Contracts.**" and thus which
11 *prohibits* states from impairing the obligation of **contracts**.

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

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

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

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

- 27 • An **attorney-in-fact** derives their authority from a written instrument,
28 commonly referred to as a "**power of attorney**."

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

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

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

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

20 *“The person named in a power of attorney to act on your behalf is commonly referred to*
21 *as your "agent" or "**attorney-in-fact**." With a valid power of attorney, your agent can*
22 *take **any** action permitted in the document.”* — See **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
25 and 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. Neil J Cooper's, Defendant's, and Counsel's Incompetence and Willful War**
25 **Against Law, Logic, and the Constitution**

26 The **American Bar Association (ABA)** explicitly recognizes the legal validity of a
27 **power of attorney**, affirming that such an instrument **grants an individual any**
28 **power conferred upon them by the grantor.** This official acknowledgment stands

1 in direct contradiction to Defendants' position, further evidencing the
2 incompetence of their counsel.

3 By ignoring this clear legal precedent, Defendants' counsel, **Neil J. Cooper**, not only
4 demonstrates a fundamental lack of legal comprehension but also **engages in**
5 **willful misconduct**, attempting to **override constitutional rights, well-established**
6 **contract law, and common law principles**. Their reliance on false legal arguments
7 constitutes an **intentional war against logic and the foundational principles of**
8 **justice**, as protected under both state and federal law.

9 Furthermore, **Neil J. Cooper is willfully violating Rule 8.4 of the Bar Association**,
10 which prohibits attorneys from engaging in **dishonesty, fraud, deceit, or**
11 **misrepresentation**. His conduct reflects a blatant disregard for professional ethics
12 and a direct attempt to **undermine the judicial process through bad faith**
13 **litigation tactics**.

14 This deliberate obstruction and misrepresentation of law serve as an undeniable
15 demonstration of **bad faith litigation tactics**, violating the professional and ethical
16 standards required of officers of the court. It is clear that their position is not
17 grounded in legitimate legal reasoning, but rather in a calculated effort to deprive
18 Plaintiffs of their lawful rights through **fraud, deception, and a reckless disregard**
19 **for constitutional mandates**. A copy of the **American Bar Association's official**
20 **website** affirming the validity of a **power of attorney** is attached hereto as **Exhibit**
21 **SS**, and a copy of **Rule 8.4 of the Bar Association**, which clearly outlines the
22 prohibition of dishonesty, fraud, deceit, and misrepresentation, is attached as
23 **Exhibit TT**, and incorporated by reference herein.

24 **IV. Neil J Cooper's, Defendant's, and Counsel's Violations of** 25 **Constitutional Safeguards Under Article V**

26 Under **Article IV, Section 4 of the United States Constitution**, the **United**
27 **States shall guarantee to every State in this Union a Republican Form of**
28 **Government**. A Republican form of government inherently upholds

1 **individual sovereignty, private contractual rights, and limitations on state**
2 **interference.** Defendants' actions, by seeking to impose unlawful restrictions
3 and misrepresentations on Plaintiffs' contractual and legal rights, directly
4 contradict this constitutional mandate and further highlight the **egregious**
5 **violations** at issue in this matter.

6 Additionally, **Article V of the United States Constitution** ensures that no
7 amendment can deprive a state of its **equal suffrage in the Senate without its**
8 **consent**, further reinforcing the **foundational principles of self-governance and**
9 **protection of inherent rights.** Any attempt to circumvent these principles by
10 restricting Plaintiffs' lawful rights and contractual freedoms is a **direct affront to**
11 **the constitutional structure designed to safeguard individual liberty.**

12 V. **Constitutional Basis:**

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

16 Plaintiffs respectfully assert and affirm:

- 17 • "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**
19 **contract is *unlimited*.** He owes no such duty [to submit his books and
20 papers for an examination] to the State, since he receives nothing
21 therefrom, beyond the protection of his life and property. His rights are
22 such as existed by the law of the land [Common Law] long antecedent to
23 the organization of the State, and can only be taken from him by due
24 process of law, and in accordance with the Constitution. Among his rights
25 are a refusal to incriminate himself, and the immunity of himself and his
26 property from arrest or seizure except under a warrant of the law. He owes
27 nothing to the public so long as he does not trespass upon their
28 rights." (*Hale v. Henkel*, 201 U.S. 43, 47 [1905]).

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

21 **VI. Supremacy Clause**

22 Plaintiffs respectfully assert and affirm that:

- 23 • **The Supremacy Clause** of the Constitution of the United States (**Article**
24 **VI, Clause 2**) **establishes** that **the Constitution**, federal laws made
25 **pursuant to it**, and treaties **made under its authority**, constitute the
26 **"supreme Law of the Land"**, and thus **take priority over any conflicting**
27 **state laws**. It provides that state courts are bound by, and state
28 constitutions subordinate to, the supreme law. However, federal statutes

1 and treaties must be within the parameters of the Constitution; **that is,**
2 **they must be pursuant to** the federal government's **enumerated powers,**
3 **and not violate other constitutional limits on federal power ...** As a
4 constitutional provision identifying the supremacy of federal law, the
5 Supremacy Clause assumes the underlying priority of federal authority,
6 **albeit only when that authority is expressed in the Constitution itself; no**
7 **matter what** the federal or state governments **might wish to do,** they **must**
8 stay within the boundaries of the **Constitution.**

9 **VII. Description of Affected *Private Trust* Property**

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

23 This action also affected any titles, investments, interests, principal amounts,
24 **credits**, funds, assets, bonds, Federal Reserve Notes, notes, bills of exchange,
25 entitlements, negotiable instruments, or similar collateralized, hypothecated,
26 and/or securitized items in any manner tied to Plaintiffs’ signature, promise
27 to pay, order to pay, endorsement, credits, authorization, or comparable
28 actions (collectively referred to hereinafter as “Assets”).

1 **VIII. 'Standing'**

- 2 1. Plaintiffs are **undisputedly** the Real Party(ies) in Interest, holder(s) in due
3 course, Creditor(s), and hold allodial title to **any and all** assets, registered or
4 unregistered, tangible or intangible, in accordance with contract law, principles,
5 **common law, exclusive equity**, the right to equitable subrogation, and the
6 U.C.C. (Uniform Commercial Code). This is further evidenced by the following
7 UCC filings, all duly filed in the Office of the Secretary of State, State of Nevada:
8 **UCC1 filing #2024385925-4 and #2024385935-1, and UCC3 filing #2024402433-7**
9 **and 2024411182-7** (Exhibits A, B, C, and D), and in accordance with UCC §§
10 3-302, 9-105, and 9-509.
- 11 2. **Plaintiffs' standing** is further affirmed and **evidenced** by the GRANT DEED
12 recorded in Official Records County of Riverside, DOC #2024-0291980, APN:
13 957-570-005, File No.: 37238 KH, where the private trust property is titled to 'WG
14 **Private Irrevocable** Trust, dated Febraury 7, 2022' (Exhibit E).
- 15 3. Plaintiffs maintain **exclusive and sole standing** in relation to said assets and
16 their interests, as duly recorded and affirmed by these filing.
- 17 4. *Plaintiff(s) alone possess(es) **exclusive equity**.*

18 **IX. Foundational 'Case Law' on Standing, Mortgage Fraud,**
19 **Foreclosure, Corporate Overreach**

20 Plaintiffs referenced the following case law summary highlights key legal
21 principles on jurisdiction, standing, and procedural requirements in financial
22 and mortgage-related cases. Courts consistently void judgments rendered
23 without proper jurisdiction and emphasize the need for a party to
24 demonstrate legal **standing**. Fraudulent lending practices, including
25 violations of federal regulations, have led to dismissals with prejudice.
26 Corporate overreach by banks is curtailed through rulings that prohibit
27 lending credit and ultra vires contracts. Evidentiary standards stress the
28 **sufficiency of affidavits** and the **duty** of full and complete disclosure of

1 information to prevent fraud. Contract **principles** underscore the nullification
2 of agreements lacking proper consideration.

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

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

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

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

14 **2. Lebanon Correctional Institution v. Court of Common Pleas**, 35 Ohio St.2d 176
15 (1973): "A party lacks **standing** to invoke the jurisdiction of a court unless he
16 has, in an individual or a representative capacity, some **real interest** in the
17 subject matter of the action."

18 **3. Wells Fargo Bank v. Byrd**, 178 Ohio App.3d 285, 2008-Ohio-4603, 897 N.E.2d
19 722 (2008): "If plaintiff has offered no evidence that it owned the note and
20 mortgage when the complaint was filed, it would not be entitled to judgment as
21 a matter of law."

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

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

4 **B. Fraud and Misrepresentation in Mortgage Cases**

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

- 9 • **Wells Fargo, Litton Loan v. Farmer**, 867 N.Y.S.2d 21 (2008): "Wells Fargo
10 does not own the mortgage loan... Therefore, the matter is dismissed with
11 prejudice."
- 12 • **Wells Fargo v. Reyes**, 867 N.Y.S.2d 21 (2008): "Dismissed with prejudice, Fraud
13 on Court & Sanctions. Wells Fargo never owned the Mortgage."
- 14 • **Deutsche Bank v. Peabody**, 866 N.Y.S.2d 91 (2008): "EquiFirst, when making the
15 loan, violated Regulation Z of the Federal Truth in Lending Act 15 USC §1601
16 and the Fair Debt Collections Practices Act 15 USC §1692; 'intentionally created
17 fraud in the factum' and withheld from plaintiff 'vital information concerning
18 said debt and all of the matrix involved in making the loan.'"

19 **C. Corporate and Banking Overreach**

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

- 23 • **Zinc Carbonate Co. v. First National Bank**, 103 Wis. 125, 79 NW 229 (1899):
24 "The doctrine of ultra vires is a most powerful weapon to private corporations
25 within their legitimate spheres and punish them for violations of their corporate
26 charters, and it probably is not invoked too often."
- 27 • **Howard & Foster Co. vs. Citizens National Bank**, 133 S.C. 202, 130 S.E.
28 758 (1926): "It has been settled beyond controversy that a national bank,

1 under Federal law, being limited in its power and capacity, cannot lend its
2 credit by nor guarantee the debt of another. All such contracts being
3 entered into by its officers are ultra vires and not binding upon the
4 corporation."

- 5 • **American Express Co. v. Citizens State Bank**, 181 Wis. 172, 194 NW 427 (1923):
6 "Neither, as included in its powers not incidental to them, is it a part of a bank's
7 business to lend its credit."

8 **D. Procedural Requirements and Evidentiary Standards**

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

- 12 • **Federal Rule of Civil Procedure 17(a)(1)**: "[A]n action must be prosecuted in the
13 name of the real party in interest."
- 14 • **In re Jacobson**, 402 B.R. 359, 365-66 (Bankr. W.D. Wash. 2009): Emphasizes that
15 actions must be filed by the real party in interest.
- 16 • **United States v. Kis**, 658 F.2d 526 (7th Cir. 1981): "Indeed, no more than
17 (affidavits) is necessary to make the prima facie case." Cert. denied, S. Ct.
18 (1982).
- 19 • **U.S. v. Tweel**, 550 F.2d 297 (1977): "Silence can only be equated with fraud
20 where there is a legal or moral duty to speak or when an inquiry left
21 unanswered would be intentionally misleading."

22 **E. Contract and Consideration Principles**

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

- 26 • **Menominee River Co. v. Augustus Spies L & C Co.**, 147 Wis. 559 at p.
27 572; 132 NW 1118 (1912): "If any part of the consideration for a promise be
28 illegal, or if there are several considerations for an un-severable promise

1 one of which is illegal, the promise, whether written or oral, is wholly
2 void, as it is impossible to say what part or which one of the
3 considerations induced the promise."

4 **X. Neil J. Copper, Counsel, and Defendants' Blatant Mockery of**
5 **the Law and the Court's Intelligence**

6 The Defendants, Neil J. Cooper and Counsel, through their deliberate
7 misrepresentation of legal concepts, are acting as though a '**national**' **does not exist**
8 and that a '**state Citizen**' **does not exist**, despite well-established legal precedent
9 affirming both statuses. This egregious misconduct is a direct **mockery of the law**
10 **and an insult to the intelligence of the Court.**

11 **1. Legal Precedents Recognizing State Citizenship:**

- 12 • *United States v. Anthony* (1873) states, "It had long been contended... that there
13 was no such thing as a citizen of the United States, except as that condition
14 arose from citizenship of some state."
- 15 • The *Slaughter-House Cases* (1872) clarify that "there is a citizenship of the
16 United States and a citizenship of a State, which are distinct from each
17 other."
- 18 • *Thomasson v. State, McDonel v. State*, and numerous other cases confirm that
19 one may be a **state Citizen without being a citizen of the United States.**

20 **2. Recognition of Nationals and Non-Citizen Nationals:**

- 21 • *Title 8 U.S. Code § 1101(a)(22)(B)* states: "The term 'national of the United
22 States' means... a person who, though not a citizen of the United States, owes
23 permanent allegiance to the United States."
- 24 • The **Department of State** document *Certificates of Non-Citizen Nationality*
25 affirms: "Section 101(a)(21) of the INA defines the term 'national' as 'a person
26 owing permanent allegiance to a state.'"
- 27 • *Title 22 CFR § 51.2* and *Title 22 CFR § 51.3* confirm that **passports are issued**
28 **only to nationals**, reinforcing the legal distinction.

1 By dismissing these well-established legal principles, Defendants are engaging in
2 **willful ignorance and fraudulent misrepresentation**, attempting to **erase legal**
3 **distinctions that have been upheld by courts for over a century**. Their failure to
4 acknowledge these established facts constitutes a **deliberate attack on the rule of**
5 **law** and a **reckless disregard for judicial integrity**. The Court must take notice of
6 the Defendants' deliberate legal distortions and recognize their actions as an
7 attempt to subvert fundamental legal principles in bad faith. Plaintiffs demand that
8 Defendants be held accountable for their blatant **fraud upon the court**,
9 misrepresentation of the law, and egregious attempts to undermine the recognized
10 legal distinctions between 'state Citizens' and 'citizens of the United States'.

11 **XI. Neil J. Copper, Counsel, and Defendants' Misrepresentation of**
12 **Law, Legal Incompetence, and Grounds for Disbarment**

13 Defendants have willfully misrepresented **the law, the definition of an attorney-**
14 **in-fact, and legal precedents**, relying on **bad case law** that has no bearing on this
15 matter. Their deliberate distortion of **contract law, the Uniform Commercial Code**
16 **(UCC), and fundamental legal principles** demonstrates incompetence warranting
17 **disbarment and legal sanctions**.

- 18 • **Misrepresentation of an Attorney-in-Fact:** Defendants falsely assert that an
19 **attorney-in-fact lacks legal standing**, directly contradicting UCC § 3-402 and
20 multiple sections of the **United States Code (26 U.S.C. §§ 2203, 7603, 6903,**
21 **6036, and 6402)**.
- 22 • **Reliance on Bad Case Law:** Defendants cite outdated and irrelevant case law
23 in an attempt to deceive the court, failing to acknowledge well-established
24 **common law and statutory provisions**.
- 25 • **Legal Incompetence:** Defendants' failure to comprehend basic contract
26 principles, fiduciary relationships, and agency law is a **disqualifying**
27 **professional deficiency** that necessitates immediate **disciplinary**
28 **action**.

- 1 • **Violation of Rule 8.4 (Exhibit TT):** Defendants' attorneys have
2 engaged in **dishonesty, fraud, deceit, and misrepresentation**, which
3 are direct violations of **Rule 8.4 of the Rules of Professional Conduct**.
4 This misconduct further supports the necessity of **disciplinary review**
5 **and disbarment proceedings**.
- 6 • **Grounds for Disbarment:** Their **willful legal malpractice, ethical breaches,**
7 **and intentional misrepresentations** warrant **immediate disciplinary action,**
8 **including disbarment**.

9 **XII. Chevron Doctrine *Overtured*: Defendants' Alleged Case Law is** 10 **Further Void**

11 Defendants' reliance on **bad 'case law'** is further invalidated by the **recent**
12 ***overturing* of the Chevron Doctrine**, which previously granted deference to
13 administrative agencies' interpretations of ambiguous statutes. The **United States**
14 **Supreme Court has now ruled** that courts **must** exercise **independent judicial**
15 **interpretation**, eliminating deference to flawed agency decisions.

- 16 • **Bad Precedent Invalidated:** Many of the cases Defendants rely upon were based
17 on **Chevron deference**, rendering their legal arguments **null and void**.
- 18 • **Independent Judicial Interpretation Required:** Courts are now bound to **apply**
19 **the law as written**, rather than deferring to administrative overreach.
- 20 • **Further Evidence of Defendants' Bad Faith:** Defendants have **knowingly cited**
21 **void legal principles**, further demonstrating their **lack of credibility, legal**
22 **incompetence, and unethical litigation tactics**.

23 Defendants' **misrepresentation of law, reliance on bad case law, and failure to**
24 **acknowledge the attorney-in-fact's legal authority** constitute **gross incompetence and**
25 **professional misconduct**. Their actions **undermine the integrity of these proceedings,**
26 necessitating **judicial intervention, sanctions, and professional disciplinary measures,**
27 **including disbarment**. Furthermore, their **clear violation of Rule 8.4 (Exhibit TT) of the**
28 **Rules of Professional Conduct** further confirms the need for immediate

1 **XIII. Defendants' Willful Non-Compliance and Failure to File**
2 **Jointly as Required by 'Court Rules'**

3 Defendants have willfully ignored court rules requiring multiple defendants
4 in a case to file their motions jointly unless they have obtained express leave
5 to do otherwise. This blatant disregard for procedural requirements
6 constitutes a **violation of court rules, procedural misconduct, and a breach**
7 **of duty under contractual principles.**

- 8 • **Failure to Adhere to Court Rules:** Defendants must provide explicit
9 proof that they are not required by court rules to file jointly in cases
10 with multiple defendants. The absence of such proof confirms their
11 non-compliance.
- 12 • **Breach of Procedural Duty:** Defendants' failure to obtain express leave
13 before filing separately constitutes a **clear violation of procedural**
14 **obligations**, further evidencing their bad faith conduct.
- 15 • **Grounds for Sanctions:** Defendants' improper filings warrant **striking their**
16 **motions from the record** and imposing **sanctions** for their willful non-
17 compliance and failure to adhere to procedural mandates.

18 Defendants' failure to comply with fundamental procedural rules demonstrates a
19 deliberate effort to manipulate court proceedings and evade accountability.

20 Plaintiffs demand that the Court **recognize this procedural violation, strike**
21 **Defendants' motions, and impose appropriate sanctions** to uphold the integrity of
22 the judicial process.

23 **XIV. Neil J Cooper, Counsel, and Defendants' Actions as Acts of**
24 **War Against the Constitution, the Public, and the 'people'**

25 Neil J. Cooper, Counsel, and Defendants' conduct constitutes an **outright war**
26 **against the Constitution** of the United States, its *principles*, and the **rule of law**. By
27 their *bad faith* and deplorable actions, the defendants have demonstrated *willful*
28 *and intentional* disregard and contempt for the **supreme law of the land**, as set forth

1 in **Article VI, Clause 2 of the Constitution**, which declares that the Constitution,
2 federal laws, and treaties are the supreme law of the land, binding upon all states,
3 courts, and officers.

4 **A. Violations of Constitutional Protections**

5 Neil J. Cooper, Counsel, and Defendants have intentionally and systematically
6 engaged in acts that directly violate the protections guaranteed to the plaintiffs and
7 the people under the Constitution, including but not limited to:

- 8 **1. Violation of the Plaintiffs' Unalienable Rights:** The defendants have deprived
9 the plaintiffs of life, liberty, and property without due process of law, as
10 guaranteed under the Fifth and Fourteenth Amendments.
- 11 **2. Subversion of the Rule of Law:** Through their actions, the defendants have
12 undermined the separation of powers and checks and balances established by
13 the Constitution. They have disregarded the judiciary's duty to uphold the
14 Constitution by attempting to operate outside the confines of lawful authority,
15 rendering themselves effectively unaccountable.
- 16 **3. Treasonous Conduct:** Pursuant to Article III, Section 3, treason against the
17 United States is defined as levying war against them or adhering to their
18 enemies, giving them aid and comfort. The defendants' conduct in
19 subverting the constitutional order, depriving citizens of their lawful
20 rights, and unlawfully exercising power without jurisdiction constitutes a
21 form of domestic treason against the Constitution and the people it
22 protects.

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

24 The Neil J. Cooper, Counsel, and Defendants' actions amount to a usurpation of
25 authority and a direct attack on the sovereignty of the people, who are the true
26 source of all government power under the Constitution. As stated in the
27 Declaration of Independence, whenever any form of government becomes
28 destructive of the unalienable rights of the people, it is the right of the people to

1 alter or abolish it. The defendants, through their actions, have positioned
2 themselves as adversaries to this principle, attempting to replace the rule of law
3 with arbitrary and unlawful dictates.

4 **C. Weaponizing Authority to Oppress**

5 The Neil J. Cooper, Counsel, and Defendants intentional misuse of their
6 authority to act against the interests of the Constitution and its Citizens is a
7 clear manifestation of tyranny. Rather than serving their constitutional
8 mandate to protect and defend the Constitution, they have actively waged
9 war on it by:

- 10 • **Suppressing lawful claims and evidence presented by the plaintiffs** to protect
11 their property and rights.
- 12 • **Engaging in acts of fraud, coercion, and racketeering** that strip plaintiffs of
13 their constitutional protections.
- 14 • **Dismissing the jurisdictional authority of constitutional mandates**, including
15 but not limited to rights to due process and equal protection under the law.

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

23 **XV. Binding Nature of Verified Affidavits and Uniform** 24 **Commercial Code (U.C.C.) Provisions**

25 The affidavits (Exhibits I, J, K, L, N, and PP) presented by Plaintiffs are legally
26 binding under the **Uniform Commercial Code (UCC)** and contract law.

27 Defendants' failure to rebut these affidavits constitutes **tacit acquiescence**, making
28 their terms enforceable as law.

- 1 • **U.C.C. § 1-308 – Reservation of Rights:** Ensures that acceptance of an offer
2 under duress or coercion does not waive any rights or defenses. Plaintiffs, by
3 invoking **U.C.C. § 1-308**, have preserved all legal remedies while complying
4 with procedural obligations.
- 5 • **U.C.C. § 2-204 – Formation in General:** Establishes that a contract can be
6 formed in any manner sufficient to show agreement, including conduct.
7 Defendants, through their actions and failure to properly respond, have
8 **initiated and confirmed a contractual relationship.**
- 9 • **U.C.C. § 2-206 – Offer and Acceptance in Formation of Contract:** Recognizes
10 that an offer can be accepted in any reasonable manner. Plaintiffs' conditional
11 acceptance and mailing of notices via **Certified, Registered, and/or Express**
12 **mail** have created a **binding contract agreement** that Defendants are
13 **contractually obligated to uphold.**
- 14 • **U.C.C. § 2-202 – Final Written Expression:** Protects the terms of Plaintiffs'
15 affidavits and contractual agreements from being altered or disregarded.
16 Defendants are **bound to provide proof disputing these terms**, failing which
17 the agreements **remain final and enforceable.**
- 18 • **U.C.C. § 1-103 – Supplementary General Principles of Law Applicable:**
19 Allows **common law principles** to supplement the UCC. Under equity and
20 fair dealing, failure to rebut or provide requested proof constitutes **bad faith,**
21 **silent acquiescence, tacit agreement, and tacit procurement.**

22 Plaintiffs have clearly presented a **valid "Affidavit: Power of Attorney In**
23 **Fact" (Exhibit H)**, which lawfully confers upon them the authority to act in this
24 matter. The legal principles established by the **UCC and common law** further
25 reinforce the **binding nature of Plaintiffs' affidavits and agreements.** Defendants'
26 refusal to acknowledge or rebut these instruments demonstrates their **intentional**
27 **misrepresentation and failure to act in good faith**, warranting **judicial**
28 **enforcement** of these contractual obligations

1 **XVI. Defendant' *Presumption* of Dishonor under U.C.C. § 3-505**
2 **and *Evidence* Proving Defendant' Dishonor**

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

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

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

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

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

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

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

1 the reason why it was not made, and that the instrument has been
2 dishonored by nonacceptance or nonpayment. The protest may also certify
3 that notice of dishonor has been given to some or all parties.

- 4 3. The **notarized** 'AFFIDAVIT CERTIFICATE of DISHONOR, NON-RESPONSE,
5 DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION"/Self-Executing Contract
6 Security Agreement (Exhibit L), complies with these requirements and serves as a
7 formal protest and **evidence of dishonor** under U.C.C. § 3-505, as it clearly documents
8 Defendants' refusal to respond or provide the necessary 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
15 the administrative findings established through the unrebutted affidavits.
16 As per established legal principles, once an affidavit is submitted and not
17 rebutted, its content is accepted as true, and Defendants are barred from
18 contesting these findings in subsequent processes, whether administrative
19 or judicial.

20 **XVII. DEFENDANTS are 'WARDS OF THE COURT' with 31**
21 **U.S.C. 5118 and 18 U.S.C. 8 Obligations**

- 22 1. It is a **well-established** principle under 4 ATTORNEY & CLIENT 7 C.J.S. and
23 2-3 ATTORNEY & CLIENT 7 C.J.S. that clients represented by 'Attorneys at
24 Law' are considered '**wards of the court.**' A copy of 4 ATTORNEY & CLIENT 7
25 C.J.S. and 2-3 ATTORNEY & CLIENT 7 C.J.S (See **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 **XVIII. CONDITIONAL ACCEPTANCE**

12 Plaintiffs hereby **present this Conditional Acceptance and Binding Contract**
13 **Offer** in response to 'DEFENDANT PHH MORTGAGES' NOTICE OF
14 MOTION, MOTION TO DISMISS'. Plaintiffs **CONDITIONALLY ACCEPT** all
15 statements and claims made in Defendants' Motion upon proof of the
16 following:

- 17 1. **Upon proof from Defendants** that their **silent acquiescence, tacit agreement,**
18 **and tacit procurement** beyond the 72 (seventy-two) hour **contract law** timeframe
19 does **NOT** constitute valid consideration, and/or acceptance, and/or consent.
- 20 2. **Upon proof from Defendants** that they did **NOT** receive, consider, or accept the
21 terms stated in the five (5) ***unrebutted*** verified **affidavits** and Contract and
22 Security Agreements (Exhibits I, J, K, L, and N), by way of **silent acquiescence,**
23 **tacit agreement, and tacit procurement.**
- 24 3. **Upon proof from Defendants** that the five (5) ***unrebutted*** verified
25 **affidavits** and Contract and Security Agreements (Exhibits I, J, K, L, and N)
26 do **NOT** constitute a binding **contract** agreement in accordance with
27 **contract law**, the Uniform Commercial Code (U.C.C.), **common law**, and
28 established **legal principles.**

- 1 4. **Upon proof from Defendants** that they did not accept the terms stated in the five
2 (5) *unrebutted* verified **affidavits** and Contract and Security Agreements
3 (Exhibits I, J, K, L, and N), the moment they were placed in the mail, as stipulated
4 by the 'mailbox rule'.
- 5 5. **Upon proof from Defendants** that they have rebutted the 'VERIFIED
6 AFFIDAVIT IN SUPPORT OF THE PLAINTIFFS' VERIFIED DEMAND FOR
7 CRIMINAL REFERRAL AND PROSECUTION OF DEFENDANTS,
8 SANCTIONS, AND VERIFIED DEMAND FOR DEFAULT AND SUMMARY
9 JUDGMENT IN PLAINTIFFS' FAVOR AS A MATTER OF LAW WITHOUT
10 HEARING' (Exhibit PP).
- 11 6. **Upon proof from Defendants** that an *UNREBUTTED* AFFIDAVIT does NOT
12 become the judgement, in accordance with legal maxims and principles.
- 13 7. **Upon proof from Defendants** that they are NOT undisputedly the DEBTORS
14 in this matter, as evidenced by Exhibits A through TT.
- 15 8. **Upon proof from Defendants** that they are not undisputedly the DEBTORS in
16 this matter, as evidenced by Exhibits A through TT.
- 17 9. **Upon proof from Defendants** that Plaintiffs are NOT the **holders in due course**
18 of **all** assets, tangible and intangible, registered and unregistered, in accordance
19 with U.C.C. § 3-302.
- 20 10. **Upon proof from Defendants** that Plaintiffs are NOT the Real Party(ies) in
21 Interest, holder(s) in due course, Creditor(s), and hold allodial title to **any and**
22 **all** assets, registered or unregistered, tangible or intangible, as evidence by
23 Exhibits A through xx.
- 24 11. **Upon proof from Defendants** that Plaintiffs do NOT have 'standing' as
25 **evidenced** by UCC1 filing #2024385925-4 and #2024385935-1, and UCC3 filing
26 #2024402433-7 and 2024411182-7 (Exhibits A, B, C, and D).
- 27 12. **Upon proof from Defendants** that Plaintiffs do NOT have 'standing' as **evidenced** by
28 GRANT DEED recorded in Official Records County of Riverside, DOC #2024-0291980,

1 APN: 957-570-005, File No.: 37238 KH, where the private trust property is titled to 'WG
2 **Private Irrevocable Trust, dated Febraury 7, 2022'** (Exhibit E).

3 13. **Upon proof from Defendants** that the American Bar Association's website does NOT
4 state, "The person named in a power of attorney to act on your behalf is commonly
5 referred to as your "agent" or "**attorney-in-fact.**" With a valid power of attorney, your
6 agent can take **any** action permitted in the document." (See Exhibit SS).

7 14. **Upon proof from Defendants** that the Constitution does NOT state "**No State**
8 **shall... pass any Law impairing the Obligation of Contracts."**

9 15. **Upon proof from Defendants** that the Plaintiffs have NOT submitted a valid
10 'Affidavit: Power of Attorney In Fact' (Exhibit H), which allows their Attorney-
11 In-Fact to take **any** action permitted in the document.

12 16. **Upon proof from Defendants** that the Defendants are NOT **barred** from
13 arguing the finality of any of the findings in accordance with *res judicata*,
14 *stare decisis*, and **collateral estoppel**.

15 17. **Upon proof from Defendants** that *they* are NOT required by Court rules to files
16 their motions *jointly*, and that Failure to file jointly without **express leave** does
17 NOT constitute a procedural violation and breach of duty under contractual
18 principles.

19 18. **Upon proof from Defendants** that Defendants' Motion should NOT be stricken
20 and Defendants sanctioned, *willful* filing non-compliance for 'cases with multiple
21 defendants.'

22 **XIX. If Neil J. Cooper, Their Counsel, and Defendants fail to**
23 **Perform and provide Verified Evidence and proof of the above**

24 If Defendants fail to substantiate or provide proof of the above, then in accordance
25 with **contract law, established precedent, legal maxims, and fundamental**
26 **principles, default and summary judgment is due immediately, as a matter of**
27 **law.** Plaintiffs respectfully request and demand that this Court **grant summary**
28 **judgment without hearing, impose sanctions against Defendants, and award One**

1 Hundred Million Dollars (\$100,000,000) in legal costs and fees to Plaintiffs for
2 defending against this **frivolous, baseless, meritless, slanderous, and defamatory**
3 **motion** and for the **egregious violations committed by Neil J. Cooper, their**
4 **Counsel, and Defendants.**

5 **XX. SUMMARY JUDGMENT IS DUE AS [A MATTER OF LAW](#)**

6 1. **Unrebutted Affidavits Establish No Disputed Facts:** Plaintiffs' affidavits were
7 submitted in good faith and stand as truth in commerce. These affidavits were
8 served upon Defendants, providing sufficient notice and opportunity to rebut or
9 contest the assertions therein. Defendants' failure to respond or dispute the
10 affidavits results in a legal presumption of their validity. As a matter of law, an
11 affidavit that is unrebutted is deemed admitted and undisputed, thereby
12 precluding any triable issue of fact.

- 13 • Pursuant to **Res Judicata**, the unrebutted affidavits have the same force and
14 effect as a **judgment** and are now binding upon Defendants.
- 15 • Under the principle of **Stare Decisis**, *binding precedent* affirms that
16 undisputed affidavits establish facts conclusively in a civil proceeding.
- 17 • **Collateral Estoppel** bars Defendants from re-litigating any issue previously
18 resolved by the unrebutted affidavits, as they have failed to raise a
19 substantive dispute within the prescribed timeframes.

20 2. **Defendants' Failure to Produce Contradictory Evidence:**

21 Defendants have neither provided competent evidence to dispute Plaintiffs'
22 claims nor identified any material fact requiring trial. Plaintiffs' affidavits,
23 contracts, and supporting documents collectively establish the absence of any
24 genuine dispute. Without contradictory evidence or a triable issue, Plaintiffs are
25 **entitled** to judgment as *a matter of law*.

26 3. **Judicially Recognized Finality of Affidavits:** Courts have long held that
27 when affidavits are left unrebutted, they stand as truth and are accepted as
28 fact. See **Morris v. National Cash Register Co., 44 Cal.App.2d 811, 813**

1 (1941), which confirms that undisputed evidence is sufficient to warrant
2 summary judgment. Additionally, under Federal and State Rules of
3 Evidence, facts established by affidavit are considered *binding* when no
4 counter-affidavit is provided.

5 4. **Supported by Principles of Equity and Law:**

- 6 • **Equity:** It would be inequitable to allow Defendants to delay proceedings
7 when they have failed to rebut or contest the factual assertions of Plaintiffs'
8 affidavits.
- 9 • **Law:** Plaintiffs have satisfied the procedural and substantive requirements
10 for summary judgment, including providing sufficient admissible evidence
11 to establish their claims.

12 5. **California Code of Civil Procedure § 437c(c):** Under California Code of Civil
13 Procedure § 437c(c), **summary judgment is appropriate** when “there is no
14 triable issue as to any material fact and the moving party is entitled to judgment
15 as a matter of law.” The undisputed facts of this case, as evidenced by the
16 *unrebutted affidavits* submitted by Plaintiffs, demonstrate and **evidence** that no
17 triable issues of material fact remain.

18 6. Defendants have failed to controvert or respond to Plaintiffs’ verified affidavits
19 with competent evidence, thereby rendering the affidavits conclusive and
20 **binding** under both statutory and case law, *res judicata, stare decisis, collateral*
21 *estoppel*.

22 7. Plaintiffs have unequivocally demonstrated that all material facts are
23 undisputed, and the applicable law mandates judgment in their favor. Based on
24 the evidence presented, and pursuant to California Code of Civil Procedure §
25 437c(c), Plaintiffs respectfully request that the Court grant summary judgment in
26 their favor as a matter of law.

27 8. Since the Defendants have failed to rebut the contents of the various affidavits,
28 the Plaintiffs are entitled to judgment as **a matter of law**.

9. As such, the Court should **sua sponte** recognize the *undisputed* validity of all of the Plaintiffs' position and grant summary judgment in their favor, ***without the need for a hearing***

XXI. LEGAL PRINCIPLES SUPPORTING PLAINTIFFS' CLAIMS, REQUESTS, AND DEMANDS

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

- **Unrebutted Affidavits as Judgment in Commerce:** Plaintiffs' unrebutted affidavits are **binding** truth under the maxim, "**An unrebutted affidavit becomes the judgment in commerce.**"
- **Res Judicata and Collateral Estoppel:** **Defendants are *barred*** from contesting the finality of Plaintiffs' claims under the doctrines of **res judicata** and **collateral estoppel**, as all material facts and claims have been resolved conclusively.
- **Breach of U.C.C. Obligations and Presumed Dishonor:** Defendants' dishonor and default are evidenced by their failure to fulfill obligations defined by **U.C.C. § 3-505** and other applicable statutes **ALL ARE EQUAL UNDER THE LAW.** (God's Law - Moral and Natural Law). Exodus 21:23-25; Lev. 24:17-21; Deut. 1; 17, 19:21; Mat. 22:36-40; Luke 10:17; Col. 3:25. 'No one is above the law.'
- **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE EXPRESSED.** (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). -- **Legal maxim:** 'To lie is to go against the mind.'
- **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.** (Lev. 5:4-5; Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5: 12).
- **IN COMMERCE TRUTH IS SOVEREIGN.** (Exodus 20:16; Ps. 117:2; John 8:32; II Cor. 13:8) Truth is sovereign -- and the Sovereign tells only the truth.

- 1 • **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.**
2 **(12 Pet. 1:25; Heb. 6:13-15); 'He who does not deny, admits.'**
- 3 • **"Statements of fact contained in affidavits which are not rebutted by the**
4 **opposing party's affidavit or pleadings may be accepted as true by the trial**
5 **court." --Winsett v. Donaldson, 244 N.W.2d 355 (Mich. 1976).**
- 6 • See, *Sieb's Hatcheries, Inc. v. Lindley*, 13 F.R.D. 113 (1952)., "Defendant(s) made no
7 request for an extension of time in which to answer the request for admission of facts
8 and filed only an unsworn response within the time permitted," thus, under the
9 specific provisions of Ark. and *Fed. R. Civ. P. 36*, the facts in question were deemed
10 admitted as true. Failure to answer is well established in the court. *Beasley v. U. S.*,
11 81 F. Supp. 518 (1948)., "I, therefore, hold that the requests will be considered as
12 having been admitted." Also as previously referenced, "Statements of fact contained
13 in affidavits which are not rebutted by the opposing party's affidavit or pleadings
14 may[must] be accepted as true by the trial court." --Winsett v. Donaldson, 244 N.W.2d
15 355 (Mich. 1976).
- 16 • 'The state **cannot** diminish **Rights** of the **people**.' – *Hurtado vs. California*,
17 110 US 516.
- 18 • "Public officials are not immune from suit when they transcend their lawful
19 authority by invading constitutional **rights**." – *AFLCIO v. Woodward*, 406 F2d 137 t.
- 20 • "When enforcing mere statutes, judges of all courts do not act judicially (and
21 thus are not protected by "qualified" or "limited immunity," - SEE: *Owen v.*
22 *City*, 445 U.S. 662; *Bothke v. Terry*, 713 F2d 1404) - - "but merely act as an
23 extension as an agent for the involved agency -- but only in a "ministerial" and
24 not a "discretionary capacity..." *Thompson v. Smith*, 154 S.E. 579, 583; *Keller v.*
25 *P.E.*, 261 US 428; *F.R.C. v. G.E.*, 281, U.S. 464.
- 26 • "Judges not only can be sued over their official acts, but could be held **liable**
27 **for injunctive and declaratory relief and attorney's fees.**" *Lezama v. Justice*
28 **Court**, A025829.

- 1 • "Immunity **fosters neglect and breeds irresponsibility** while liability
2 promotes care and caution, which caution and care is owed by the government
3 to its people." (Civil Rights) **Rabon vs Rowen Memorial Hospital, Inc.** 269
4 N.S. 1, 13, 152 SE 1 d 485, 493.
- 5 • "Ignorance of the law does **not** excuse misconduct in anyone, least of all in a
6 sworn officer of the law." In re McCowan (1917), 177 C. 93, 170 P. 1100.
- 7 • "**All are presumed to know the law.**" San Francisco Gas Co. v. Brickwedel
8 (1882), 62 C. 641; Dore v. Southern Pacific Co. (1912), 163 C. 182, 124 P. 817;
9 People v. Flanagan (1924), 65 C.A. 268, 223 P. 1014; Lincoln v. Superior Court
10 (1928), 95 C.A. 35, 271 P. 1107; San Francisco Realty Co. v. Linnard (1929), 98
11 C.A. 33, 276 P. 368.
- 12 • "It is one of the fundamental maxims of the common law that **ignorance of the**
13 **law excuses no one.**" Daniels v. Dean (1905), 2 C.A. 421, 84 P. 332.
- 14 • "the people, not the States, are sovereign." – Chisholm v. Georgia, 2 Dall. 419, 2
15 U.S. 419, 1 L.Ed. 440 (1793).
- 16 • **HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.** (Book
17 of Job; Mat. 10:22) -- **Legal maxim:** 'He who does not repel a wrong when he
18 can occasions it.'
- 19 • **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN**
20 **COMMERCE.** (Heb. 6:16-17); '**There is nothing left to resolve.'**

21 //

22 **WHEREFORE**, Plaintiffs respectfully request and **demand** that this Court
23 grant Plaintiffs' Demand for Summary Judgment as *a matter of law, without*
24 the need for a hearing, in favor of the Plaintiffs. Failure to do so would
25 require the Court to act **contrary to the Uniform Commercial Code, the**
26 **United States Code, established contract law, legal maxims, equitable**
27 **principles, and the Constitution.** Plaintiffs further request and **demand** that
28 the Court recognize Defendants' clear and obvious **silent acquiesce, tacit**

1 **agreement, and tacit procurement, and their willful failure to lawfully rebut**
2 **the binding verified affidavits and contract security agreements, thereby**
3 **necessitating immediate judgment in Plaintiffs' favor. Additionally, Plaintiffs**
4 **request that this Court strike Defendants' motion and filings from the**
5 **record and impose sanctions for their willful non-compliance, procedural**
6 **misconduct, and bad faith attempts to obstruct justice.**

7 //

8 //

9 //

10 **LIST OF EXHIBITS / EVIDENCE:**

- 11 1. **Exhibit A:** UCC1 filing #2024385925-4.
- 12 2. **Exhibit B:** UCC1 filing #2024385935-1.
- 13 3. **Exhibit C:** UCC1 filing #2024402433-7.
- 14 4. **Exhibit D:** UCC1 filing #2024411182-7.
- 15 5. **Exhibit E:** GRANT DEED recorded in Official Records County of Riverside, DOC
16 #2024-0291980, APN: 957-570-005, File No.: 37238 KH, where the private trust property
17 is titled to 'WG Private Irrevocable Trust, dated Febraury 7, 2022.'
- 18 6. **Exhibit F:** Affidavit: Power of Attorney in Fact.
- 19 7. **Exhibit G:** DEED OF TRUST #0000000000788382476307152022.
- 20 8. **Exhibit H:** Library of Congress Certified Copy of *The Public Statutes at Large of the United*
21 *States of America* from March 1933 to June 1934: House Joint Resolution 192 of June 5,
22 1933, Public Law 73-10.
- 23 9. **Exhibit I:** Contract Security Agreement #9589071052700983677494.
- 24 10. **Exhibit J:** Contract Security Agreement #EI948566806US.
- 25 11. **Exhibit K:** Contract Security Agreement #RF661592042US.
- 26 12. **Exhibit L:** Contract Security Agreement #RF661592201US/ Affidavit Certificate of
27 Dishonor, Non-response, DEFAULT, JUDGEMENT, and LIEN AUTHORIZATION,
28 #RF661592201US.

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

- 1 CONTRACT, QUIET TITLE, RACKETEERING, and SUMMARY JUDGEMENT AS A
2 MATTER OF LAW', via email on December 18, 2024 at 7:07pm.
- 3 36. Exhibit HH: Service of [AMENDED] VERIFIED COMPLAINT FOR FRAUD, BREACH
4 OF CONTRACT, QUIET TITLE, RACKETEERING, and SUMMARY JUDGEMENT AS
5 A MATTER OF LAW', via email on January 10, 2025 at 7:07pm.
- 6 37. Exhibit II: USPS form 3811 for Service of, 'VERIFIED COMPLAINT FOR FRAUD,
7 BREACH OF CONTRACT, QUIET TITLE, RACKETEERING, and SUMMARY
8 JUDGEMENT AS A MATTER OF LAW', via Registered Mail #RF775820935US.
- 9 38. Exhibit JJ: USPS form 3811 for Service of, '[AMENDED] VERIFIED COMPLAINT FOR
10 FRAUD, BREACH OF CONTRACT, QUIET TITLE, RACKETEERING, and SUMMARY
11 JUDGEMENT AS A MATTER OF LAW', via Registered Mail #RF775821746US
- 12 39. Exhibit KK: Email sent to Plaintiffs by Joseph Moran on December 14, 2023 at 7:50am,
13 instructing all Defendants *dishonorably* ignore Plaintiffs, *silently acquiesce*, and
14 tacitly agree.
- 15 40. Exhibit LL: USPS Form 3811 corresponding to Registered Mail #RF775821074US,
16 which evidences Respondents/Defendants have **unequivocally received** Plaintiffs' /
17 Real Party in Interest's filings, confirming proper service and delivery.
- 18 41. Exhibit MM: USPS Form 3811 corresponding to Express Mail #ER126149761US, which
19 evidences Respondents/Defendants have **unequivocally received** Plaintiffs' / Real
20 Party in Interest's filings, confirming proper service and delivery.
- 21 42. Exhibit NN: PLAINTIFFS' DEMAND [MOTION] FOR CRIMINAL REFERRAL AND
22 PROSECUTION OF DEFENDANTS, SANCTIONS, DEMAND [MOTION] FOR
23 DEFAULT AND SUMMARY JUDGMENT IN PLAINTIFFS' FAVOR AS A MATTER OF
24 LAW WITHOUT HEARING.
- 25 43. Exhibit OO: NOTICE OF FILING OF VERIFIED AFFIDAVIT IN SUPPORT OF THE
26 PLAINTIFFS' VERIFIED DEMAND FOR CRIMINAL REFERRAL AND
27 PROSECUTION OF DEFENDANTS, SANCTIONS, AND VERIFIED DEMAND FOR
28 DEFAULT AND SUMMARY JUDGMENT IN PLAINTIFFS' FAVOR AS A MATTER OF

1 LAW WITHOUT HEARING.

2 44. **Exhibit PP:** VERIFIED AFFIDAVIT IN SUPPORT OF THE PLAINTIFFS PLAINTIFFS'
3 VERIFIED DEMAND FOR CRIMINAL REFERRAL AND PROSECUTION OF
4 DEFENDANTS, SANCTIONS, AND VERIFIED DEMAND FOR DEFAULT AND
5 SUMMARY JUDGMENT IN PLAINTIFFS' FAVOR AS A MATTER OF LAW WITHOUT
6 HEARING.

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

9 46. **Exhibit RR:** **DECLINED** NOTICE OF ASSIGNMENT TO A U.S. MAGISTRATE JUDGE
10 AND DECLINATION OF CONSENT.

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

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

15 //

16 **WORDS DEFINED GLOSSARY OF TERMS:**

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

19 1. **Attorney:** Strictly, one who is designated to transact business for another; a
20 legal agent. – Also termed attorney-in-fact; private attorney. 2. A person who
21 practices law; LAWYER. Also termed (in sense 2) attorney-at-law; public
22 attorney. A person who is appointed by another and has authority to act on
23 behalf of another. *See also* POWER OF ATTORNEY. *See, Black's Law Dictionary*
24 8th Edition, pages 392-393, Oxford Dictionary or Law, 5th Edition, page 38,
25 American Bar Association's website.

26 2. **Attorney-in-fact:** A private attorney authorized by another to act in his place
27 and stead, either for some particular purpose, as to do a particular act, or for the
28 transaction of business in general, not of a legal character. This authority is

1 conferred by an instrument in writing, called a "letter of attorney," or more
2 commonly a "power of attorney." A person to whom the authority of another,
3 who is called the constituent, is by him lawfully delegated. The term is
4 employed to designate persons who are under special agency, or a special letter
5 of attorney, so that they are appointed in *factum*, for the deed, or special act to
6 be performed; but in a more extended sense it includes all other agents
7 employed in any business, or to do any act or acts in pais for another. Bacon,
8 Abr. Attorney; Story, Ag. § 25. All persons who are capable of acting for
9 themselves, and even those who are disqualified from acting in their own
10 capacity, if they have sufficient understanding, as infants of proper age, and
11 *femes coverts*, may act as attorney of other. The person named in a power of
12 attorney to act on your behalf is commonly referred to as your "agent" or
13 "attorney-in-fact." With a valid power of attorney, your agent can take any
14 action permitted in the document. — See Bouvier's Law Dictionary, volumes
15 1,2, and 3, page 282, Blacks Law Dictionary 1, 2nd, 8th, pages 105, 103, and 392
16 respectively, and the American Bar Association's website on 'Power of
17 Attorney' and 'Attorney-In-Fact'

- 18 3. **financial institution:** a **person**, an **individual**, a **private banker**, a business engaged
19 in vehicle sales, including automobile, airplane, and boat sales, persons involved in
20 real estate closings and settlements, the United States Postal Service, a commercial
21 bank or trust company, any credit union, an agency of the United States Government
22 or of a State or local government carrying out a duty or power of a business described
23 in this paragraph, a broker or dealer in securities or commodities, a currency
24 exchange, or a business engaged in the exchange of currency, funds, or value that
25 substitutes for currency or funds, financial agency, a loan or finance company, an
26 issuer, redeemer, or cashier of travelers' checks, checks, money orders, or similar
27 instruments, an operator of a credit card system, an insurance company, a licensed
28 sender of money or any other person who engages as a business in the transmission of

1 currency, funds, or value that substitutes for currency, including any person who
2 engages as a business in an informal money transfer system or any network of people
3 who engage as a business in facilitating the transfer of money domestically or
4 internationally outside of the conventional financial institutions system. Ref, 31 U.S.
5 Code § 5312 - Definitions and application.

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

13 5. **person:** Term may include artificial beings, as corporations. The term means an **individual,**
14 **corporation, business trust, estate, trust, partnership, limited liability company, association,**
15 **joint venture, government, governmental subdivision, agency, or instrumentality, public**
16 **corporation, or any other legal or commercial entity.** The term "person" shall be construed to
17 mean and include an individual, a trust, estate, partnership, association, company or
18 corporation. **The term "person" means a natural person or an organization. -Artificial**
19 **persons.** Such as are created and devised by law for the purposes of society and government,
20 called "corporations" or bodies politic." **-Natural persons.** Such as are formed by nature, as
21 distinguished from artificial persons, or corporations. **-Private person.** An individual who is
22 not the incumbent of an office. Persons are divided by law into natural and **artificial.** Natural
23 persons are such as the God of nature formed us; **artificial** are such as are created and devised
24 by **human laws**, for the purposes of society and government, which are called "corporations"
25 or "bodies politic." — See Uniform Commercial Code (UCC) § 1-201, Black's Law Dictionary
26 1st, 2nd, and 4th edition pages 892, 895, and 1299, respectively, 27 Code of Federal Regulations
27 (CFR) § 72.11 - Meaning of terms, and 26 United States Code (U.S. Code) § 7701 - Definitions.

28

- 1 6. **bank:** a **person** engaged in the business of banking and includes a savings bank, savings and loan
2 association, credit union, and **trust company**. The terms “banks”, “national bank”, “national banking
3 association”, “member bank”, “board”, “district”, and “reserve bank” shall have the meanings assigned
4 to them in section 221 of this title. An institution, of great value in the commercial world, empowered
5 to receive deposits of money, to make loans. and to issue its promissory notes, (designed to circulate as
6 money, and commonly called "bank-notes" or "bank-bills") or to perform any one or more of these
7 functions. The term "bank" is usually restricted in its application to an incorporated body; while a
8 **private individual** making it his business to conduct banking operations is denominated a “banker.”
9 Banks in a commercial sense are of three kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation.
10 Strictly speaking, the term "bank" implies a place for the deposit of money, as that is the most obvious
11 purpose of such an institution. — See, UCC 1-201, 4-105, 12 U.S. Code § 221a, Black’s Law Dictionary
12 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117, 183-184, 139-140, and 437-439.
- 13 7. **discharge:** To cancel or unloose the obligation of a contract; to make an agreement or contract null and
14 inoperative. Its principal species are rescission, release, accord and satisfaction, performance,
15 judgement, composition, bankruptcy, merger. As applied to demands claims, right of action,
16 incumbrances, etc., to discharge the debt or claim is to extinguish it, to annul its obligatory force, to
17 satisfy it. And here also the term is generic; thus a dent , a mortgage. As a noun, the word means the act
18 or instrument by which the binding force of a contract is terminated, irrespective of whether the
19 contract is carried out to the full extent contemplated (in which case the discharge is the result of
20 performance) or is broken off before complete execution. See, Blacks Law Dictionary 1st, page.
- 21 8. **pay:** To **discharge** a debt; to deliver to a creditor the value of a debt, either in money or in goods, for his
22 acceptance. To pay is to deliver to a creditor the value of a debt, either in money or In goods, for his
23 acceptance, by which the debt is discharged. See Blacks Law Dictionary 1st, 2nd, and 3rd edition, pages
24 880, 883, and 1339 respectively.
- 25 9. **payment:** The performance of a duty, promise, or obligation, or discharge of a debt or liability. by the
26 delivery of money or other value. Also the money or thing so delivered. Performance of an obligation
27 by the delivery of money or some other valuable thing accepted in partial or full discharge of the
28 obligation. [Cases: Payment 1. C.J.S. Payment § 2.] 2. The money or other valuable thing so delivered in

- 1 satisfaction of an obligation. See Blacks Law Dictionary 1st and 8th edition, pages 880-811 and
2 3576-3577, respectively.
- 3 10. **may:** An auxiliary verb qualifying the meaning of another verb by expressing ability, competency,
4 liberty, permission, probability or contingency. — Regardless of the instrument, however, whether
5 constitution, statute, deed, contract or whatnot, **courts not infrequently construe "may" as "shall" or**
6 **"must".** — See Black's Law Dictionary, 4th Edition page 1131.
- 7 11. **extortion:** The term "**extortion**" means the obtaining of property from another, **with his consent,**
8 **induced by wrongful use of actual or threatened force, violence, or fear, or under color of official**
9 **right.** — See 18 U.S. Code § 1951 - Interference with commerce by threats or violence.
- 10 12. **national:** "foreign government", "foreign official", "internationally protected person", "international
11 organization", "national of the United States", "official guest," and/or "non-citizen national." **They all**
12 **have the same meaning.** See Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and
13 internationally protected persons.
- 14 13. **United States:** For the purposes of this Affidavit, the terms "United States" and "U.S." *mean only the*
15 *Federal Legislative Democracy of the District of Columbia, Puerto Rico, U.S. Virgin Islands, Guam, American*
16 *Samoa, and any other Territory within the "United States," which entity has its origin and jurisdiction*
17 *from Article 1, Section 8, Clause 17-18 and Article IV, Section 3, Clause 2 of the Constitution for the*
18 *United States of America. The terms "United States" and "U.S." are NOT to be construed to mean or include*
19 *the sovereign, united 50 states of America.*
- 20 14. **fraud:** deceitful practice or Willful device, resorted to with intent to deprive another of his right, or in
21 some manner to do him an injury. As distinguished from negligence, it is always positive, intentional.
22 as applied to contracts is the cause of an error bearing on material part of the contract, created or
23 continued by artifice, with design to obtain some unjust advantage to the one party, or to cause an
24 inconvenience or loss to the other. in the sense of court of equity, properly includes all acts, omissions,
25 and concealments which involved a breach of legal or equitable duty, trust, or confidence justly
26 reposed, and are injurious to another, or by which an undue and unconscientious advantage is taken of
27 another. See Black's Law Dictionary, 1st and 2nd Edition, pages 521-522 and 517 respectively.
- 28

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

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

7 //

8 **COMMERCIAL OATH AND VERIFICATION:**

9 County of Riverside)
10) Commercial Oath and Verification
11 The State of California)

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

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

20 By: 
21 Kevin Walker, Authorized Representative,

22 *Attorney-In-Fact, Secured Party, Executor, national, private bank(er)*

23 **COMMERCIAL OATH AND VERIFICATION:**

24 County of Riverside)
25) Commercial Oath and Verification
26 The State of California)

27 I, DONNABELLE MORTEL, under my unlimited liability and Commercial Oath
28 proceeding in good faith being of sound mind states that the facts contained herein

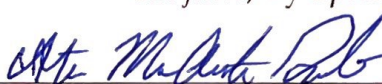
PLAINTIFF HEREBY CONDITIONAL ACCEPTANCE OF DEFENDANT FBI MORTGAGE NOTICE OF MOTION, MOTION TO DISMISS AND HEREBY DE BARS FOR CRIMINAL ENFORCEMENT, SUNCE DISB, AND HEREBY LE BARS FOR DEFAULT AND SUMMARY JUDGEMENT, AS A MATTER OF LAW, WITHOUT HEARING

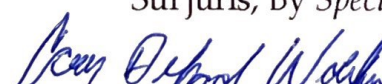
1 are true, correct, complete and not misleading to the best of Affiant's knowledge
2 and belief under penalty of International Commercial Law and state this to be HIS
3 Affidavit of Truth regarding same signed and sealed this 21ST day of FEBRUARY in
4 the year of Our Lord two thousand and twenty five:

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

7 By: 
8 **Donnabelle Mortel**, *Authorized Representative*,
9 *Attorney-In-Fact, Secured Party, Executor, national, private bank(er)*

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

15 Sui juris, By *Special Limited Appearance*,
16 By: 
17 **Steven MacArthur-Brooks** (WITNESS)

18 Sui juris, By *Special Limited Appearance*,
19 By: 
20 **Corey Walker** (WITNESS)

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 22, 2025,
28 I served the within documents:

PLAINTIFF VERIFIED; CONDITIONAL ACCEPTANCE OF DEFENDANT FIRM MORTGAGE P NOTICE OF MOTION; MOTION TO DISMISS AND VERIFIED DE HEAND FOR CRIMINAL ENFORCEMENT, SANCTIONS, AND VERIFIED DE HEAND FOR DEFAULT AND SUMMARY JUDGEMENT, AS A MATTER OF LAW, WITHOUT HEARING

1 **1. PLAINTIFFS' VERIFIED *CONDITIONAL* ACCEPTANCE OF DEFENDANT PHH**
2 **MORTGAGES' NOTICE OF MOTION, MOTION TO DISMISS AND**
3 **PLAINTIFFS' VERIFIED DEMAND FOR CRIMINAL ENFORCEMENT,**
4 **SANCTIONS, AND PLAINTIFFS' VERIFIED DEMAND FOR DEFAULT AND**
5 **SUMMARY JUDGEMENT, AS A MATTER OF LAW, *WITHOUT HEARING*.**

6 **2. Exhibits A through TT.**

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

17 Clerk, Agent(s), Fiduciary(ies)
18 C/o CLERK OF THE COURT - U.S. DISTRICT COURT
19 3470 Twelfth Street, Room 134
20 Riverside, California [92501-3801]
21 **Registered Mail #RF775822959US**

22 Clerk, Agent(s), Fiduciary(ies)
23 C/o CLERK OF THE COURT - U.S. COURT OF APPEALS COURT
24 95 Seventh Street
25 San Francisco, California [94103-1526]
26 **Registered Mail #RF775822962US**

27 James R. McHenry III, Pam Bondi, Agent(s), Fiduciary(ies)
28 C/o OFFICE OF THE ATTORNEY GENERAL
950 Pennsylvania Avenue, North West
Washington, District of Colombia [20530-0001]
Registered Mail #RF775822976US

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

Registered Mail #RF775822959US — Dated: February 21, 2025

1 INVESTMENTS
950 Glenn Drive, suite #150
2 Folsom, California [95630]
Registered Mail #RF775822980US

3 Eric D Houser (SBN 130079), Neil J. Copper (SBN 277997)
C/o HOUSER LLP
4 9970 Research Drive
Irvine, California [92618]
5 **Registered Mail #RF775822993US**

6 Susanne M. Nicholson, Daniel J. Foster
C/o WILKE FLEURY LLP
7 621 Capital Mall, suite 900
Sacramento, California [95814]
8 **Registered Mail #RF775822980US**

9 Paul Gustafson,
C/o PHH MORTGAGE CORPORATION dba PHH MORTGAGE
10 SERVICES, OWEN FINANCIAL CORPORATION.
3000 Leadenhall Road
11 Mount Laurel, New Jersey [08054]
Registered Mail #RF775822993US

12 Devin Ormonde,
13 C/o PRIME RECON LLC
27368 Via Industria, Suite 201
14 Temecula, California [92590]
Registered Mail #RF775823000US

15
16 On February 21, 2025, I served the within documents **by Electronic Service.**
17 Based on a court order and/or an **agreement of the parties** to accept service by
18 electronic transmission, I caused the documents to be sent to the persons at the
19 electronic notification addresses listed below.

20 Clerk, Agent(s), Fiduciary(ies)
C/o CLERK OF THE COURT - U.S. DISTRICT COURT
21 3470 Twelfth Street, Room 134
Riverside, California [92501-3801]
22 optout_consent@cacd.uscourts.gov - **misprision of felony obligation**

23 Clerk, Agent(s), Fiduciary(ies)
C/o CLERK OF THE COURT - U.S. COURT OF APPEALS COURT
24 95 Seventh Street
San Francisco, California [94103-1526]
25 emergency@ca9.uscourts.gov - **misprision of felony obligation**

26 James R. McHenry III, Pam Bondi, Agent(s), Fiduciary(ies)
C/o OFFICE OF THE ATTORNEY GENERAL
27 950 Pennsylvania Avenue, North West
Washington, District of Columbia [20530-0001]
28 Police-Practices@doj.ca.gov - **misprision of felony obligation**

Registered Mail #RF775822959US — Dated: February 21, 2025

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

C/o SIERRA PACIFIC MORTGAGE COMPANY INC / GREENHEAD INVESTMENTS

950 Glenn Drive, suite #150
Folsom, California [95630]

amir.sabet@spmc.com

joseph.moran@spmc.com

loanservicingqueue@spmc.com

christian.gault@spmc.com

amanda.coffrini@spmc.com

john.goulding@spmc.com

brian.mcginley@spmc.com

virginia.erbes@spmc.com

corey.moore@spmc.com

drew.fuerstenberger@spmc.com

Eric D Houser (SBN 130079), Neil J. Copper (SBN 277997)

C/o HOUSER LLP

9970 Research Drive

Irvine, California [92618]

ncooper@houser-law.com

dfoster@wilkefleury.com

snicholson@wilkefleury.com

Susanne M. Nicholson, Daniel J. Foster

C/o WILKE FLEURY LLP

621 Capital Mall, suite 900

Sacramento, California [95814]

dfoster@wilkefleury.com

snicholson@wilkefleury.com

Paul Gustafson,

C/o PHH MORTGAGE CORPORATION dba PHH MORTGAGE SERVICES, OWEN FINANCIAL CORPORATION.

3000 Leadenhall Road

Mount Laurel, New Jersey [08054]

relationshipmanager@mortgagefamily.com

Devin Ormonde, Fiduciary(ies)

C/o PRIME RECON LLC

27368 Via Industria, Suite 201

Temecula, California [92590]

joseph.moran@spmc.com

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on February 21, 2025 in Riverside County, California.

/s/Corey Walker/

Corey Walker

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.

//

//

//

ACKNOWLEDGEMENT:

State of California)

) ss.

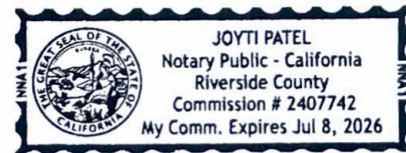
County of Riverside)

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.

On this 21st 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)