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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 **1. PLAINTIFFS' VERIFIED CONDITIONAL ACCEPTANCE OF DEFENDANT
28 PHH MORTGAGES' NOTICE OF MOTION, MOTION TO DISMISS**

1 AND PLAINTIFFS' **VERIFIED DEMAND** FOR CRIMINAL
2 ENFORCEMENT, **SANCTIONS**, AND PLAINTIFFS' **VERIFIED DEMAND**
3 FOR DEFAULT AND SUMMARY JUDGEMENT, AS **A MATTER OF LAW**,
4 *WITHOUT HEARING*.

5 2. **VERIFIED** Affidavit of *Constitutional Authority, Supremacy Clause, American*
6 *Sovereignty, Federal Jurisdiction, National/Non-Citizen National (State Citizen)*
7 *Status, Estate Claim, and Rebuttal of All Legal Presumptions*.

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

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

17 5. PLAINTIFFS' **VERIFIED** WRIT OF MANDAMUS TO COMPEL DEFAULT
18 AND SUMMARY JUDGMENT AS **A MATTER OF LAW**, *WITHOUT*
19 *HEARING, AND ENFORCEMENT OF BINDING DEFAULT*

20 2. These *all* remain **uncontested**, standing as **prima facie evidence and truth in**
21 **commerce**, and **establishing Defendants' dishonor** under UCC § 3-505.

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

23 The Court, acting outside its lawful authority, has failed to adjudicate Plaintiffs'
24 claims as required by law and due process, demonstrating **intentional bad faith,**
25 **bias, and procedural sabotage.**

26 4. **CONTINUED JUDICIAL DISHONOR:**

27 The Court has refused to acknowledge or act upon the **uncontested affidavits,**
28 **the verified demands for summary judgment,** and the **writ of mandamus,**

1 thereby operating in clear violation of judicial obligations under **Rule 56 of the**
2 **Federal Rules of Civil Procedure** and multiple **U.S. Code provisions**.

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

4 The Court, **acting in a private corporate capacity rather than as a constitutional**
5 **judicial body**, has demonstrated a failure to adhere to established Supreme Court
6 precedent, including:

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

8 "*Governments descend to the level of mere private corporations when engaging in*
9 *commercial transactions, and lose their sovereignty, standing only as private entities in*
10 *relation to their commercial dealings.*"

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

12 The Court has engaged in **intentional misadministration** by refusing to issue
13 judgment despite **unrebutted filings**, as documented in the **PACER docket:**

14 <https://www.pacermonitor.com/case/56782287/Kevin.Walker.Estate.et.al.v.Jay.Promisco.et.al>

15 **VI. Legal Basis for Relief**

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

- 17 • **18 U.S.C. § 241 - Conspiracy Against Rights**
- 18 • **18 U.S.C. § 242 - Deprivation of Rights Under Color of Law**
- 19 • **42 U.S.C. § 1983 - Civil Action for Deprivation of Rights**
- 20 • **28 U.S.C. § 455 - Mandatory Judicial Recusal for Bias or Prejudice**
- 21 • **28 U.S.C. § 1361 - Mandamus to Compel an Officer of the United States to**
22 **Perform a Duty**

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

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

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

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

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

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

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

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

6 **UCC § 1-308 - Reservation of Rights:**

7 "A party that performs or accepts performance with explicit reservation of rights does
8 not waive those rights."

9 //

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

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

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

- 14 • The Defendants are in dishonor under **UCC § 3-505**.
- 15 • The record is **uncontested**, and judgment must be entered as a matter of
16 law.

17 **2. MANDATORY JUDICIAL RECUSAL & FEDERAL INVESTIGATION**

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

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

- 21 • The Court's willful deprivation of rights is **criminal misconduct.**

22 **4. CORRECTIVE ACTION BY HIGHER COURT**

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

25 //

26 **WARNING: FAILURE TO REMEDY THIS MATTER SHALL CONSTITUTE**
27 **ADDITIONAL VIOLATIONS OF LAW AND FURTHER PROVE**

28 **INTENTIONAL JUDICIAL COLLUSION & TREASON AGAINST THE PEOPLE.**

1 **VIII. Final NOTICE to the COURT**

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

- 3 • **The United States Supreme Court**
- 4 • **The Department of Justice**
- 5 • **International Human Rights Organizations**
- 6 • **The United Nations Human Rights Council**

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

10 //

11 **Exhibit List / Evidence:**

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

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

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

1 DEFAULT AND SUMMARY JUDGMENT IN PLAINTIFFS' FAVOR AS A MATTER OF
2 LAW WITHOUT HEARING.

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

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

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

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

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

16 49. **Exhibit UU:** A copy of PLAINTIFFS' VERIFIED *CONDITIONAL* ACCEPTANCE OF
17 DEFENDANT PHH MORTGAGES' NOTICE OF MOTION, MOTION TO DISMISS
18 AND PLAINTIFFS' VERIFIED DEMAND FOR CRIMINAL ENFORCEMENT,
19 SANCTIONS, AND PLAINTIFFS' VERIFIED DEMAND FOR DEFAULT AND
20 SUMMARY JUDGMENT, AS A MATTER OF LAW, WITHOUT HEARING

21 //

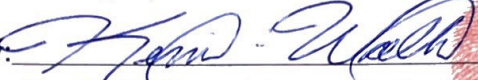
22
23 **COMMERCIAL OATH AND VERIFICATION:**

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

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

1 correct, complete and not misleading to the best of Affiant's knowledge and belief
2 under penalty of International Commercial Law and state this to be HIS Affidavit of
3 Truth regarding same signed and sealed this 17TH day of MARCH in the year of
4 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 **Kevin Walker**, Attorney-In-Fact, Secured Party,
9 Executor, **national**, private bank(er) EIN # 9x-xxxxxxx

9 **COMMERCIAL OATH AND VERIFICATION:**

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

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

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


21 By:  _____
22 **Donabelle Mortel**, Attorney-In-Fact, Secured Party,
23 Executor, **national**, private bank(er) EIN # 9x-xxxxxxx

23 //
24 //
25 //

26 Let this document stand as truth before the Almighty Supreme Creator and let it be
27 established before men according as the scriptures saith: "But if they will not listen, take one
28 or two others along, so that every matter may be established by the testimony of two or three

1 witnesses." Matthew 18:16. "In the mouth of two or three witnesses, shall every word be
2 established" 2 Corinthians 13:1.

3 *sui juris, By Special Limited Appearance,*

4 By: 
5 **Corey Walker** (Witness)

6 *sui juris, By Special Limited Appearance,*

7 By: 
8 **Steven MacArthur-Brooks** (Witness)

9 //

10 **WORDS DEFINED GLOSSARY OF TERMS:**

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

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

1 105, 103, and 392 respectively, and the American Bar Association's website on 'Power
2 of Attorney' and 'Attorney-In-Fact'

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

10 3. **financial institution:** a **person**, an **individual**, a **private banker**, a business
11 engaged in vehicle sales, including automobile, airplane, and boat sales,
12 persons involved in real estate closings and settlements, the United States
13 Postal Service, a commercial bank or trust company, any credit union, an
14 agency of the United States Government or of a State or local government
15 carrying out a duty or power of a business described in this paragraph, a broker
16 or dealer in securities or commodities, a currency exchange, or a business
17 engaged in the exchange of currency, funds, or value that substitutes for
18 currency or funds, financial agency, a loan or finance company, an issuer,
19 redeemer, or cashier of travelers' checks, checks, money orders, or similar
20 instruments, an operator of a credit card system, an insurance company, a
21 licensed sender of money or any other person who engages as a business in the
22 transmission of currency, funds, or value that substitutes for currency, including
23 any person who engages as a business in an informal money transfer system or
24 any network of people who engage as a business in facilitating the transfer of
25 money domestically or internationally outside of the conventional financial
26 institutions system. Ref, 31 U.S. Code § 5312 - Definitions and application.

27 4. **individual:** As a noun, this term denotes a single **person** as distinguished from a
28 group or class, and also, very commonly, a private or natural person as distinguished

1 from a partnership, corporation, or association; but it is said that this restrictive
2 signification is not necessarily inherent in the word, and that it **may**, in proper cases,
3 include **artificial persons**. As an adjective: Existing as an indivisible entity. Of or
4 relating to a single person or thing, as opposed to a group.— See Black’s Law
5 Dictionary 4th, 7th, and 8th Edition pages 913, 777, and 2263 respectively.

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

23 6. **bank**: a **person** engaged in the business of banking and includes a savings bank,
24 savings and loan association, credit union, and **trust company**. The terms “banks”,
25 “national bank”, “national banking association”, “member bank”, “board”, “district”,
26 and “reserve bank” shall have the meanings assigned to them in section 221 of this
27 title. An institution, of great value in the commercial world, empowered to receive
28 deposits of money, to make loans. and to issue its promissory notes, (designed to

1 circulate as money, and commonly called "bank-notes" or "bank-bills") or to perform
2 any one or more of these functions. The term "bank" is usually restricted in its
3 application to an incorporated body; while a **private individual** making it his business
4 to conduct banking operations is denominated a "banker." Banks in a commercial
5 sense are of three kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation.
6 Strictly speaking, the term "bank" implies a place for the deposit of money, as that is
7 the most obvious purpose of such an institution. — See, UCC 1-201, 4-105, 12 U.S.
8 Code § 221a, Black's Law Dictionary 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117,
9 183-184, 139-140, and 437-439.

10 7. **discharge:** To cancel or unloose the obligation of a contract; to make an
11 agreement or contract null and inoperative. Its principal species are rescission,
12 release, accord and satisfaction, performance, judgement, composition,
13 bankruptcy, merger. As applied to demands claims, right of action,
14 incumbrances, etc., to discharge the debt or claim is to extinguish it, to annul its
15 obligatory force, to satisfy it. And here also the term is generic; thus a dent , a
16 mortgage. As a noun, the word means the act or instrument by which the
17 binding force of a contract is terminated, irrespective of whether the contract is
18 carried out to the full extent contemplated (in which case the discharge is the
19 result of performance) or is broken off before complete execution. See, Blacks
20 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
22 in goods, for his acceptance. To pay is to deliver to a creditor the value of a debt, either
23 in money or In goods, for his acceptance, by which the debt is discharged. See Blacks
24 Law Dictionary 1st, 2nd, and 3rd edition, pages 880, 883, and 1339 respectively.

25 9. **payment:** The performance of a duty, promise, or obligation, or discharge of a debt or
26 liability. by the delivery of money or other value. Also the money or thing so
27 delivered. Performance of an obligation by the delivery of money or some other
28 valuable thing accepted in partial or full discharge of the obligation. [Cases: Payment

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

1 other. in the sense of court of equity, properly includes all acts, omissions, and
2 concealments which involved a breach of legal or equitable duty, trust, or confidence
3 justly reposed, and are injurious to another, or by which an undue and
4 unconscientious advantage is taken of another. See Black’s Law Dictionary, 1st and
5 2nd Edition, pages 521-522 and 517 respectively.

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

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

11 //

12 **PROOF OF SERVICE:**

13 STATE OF CALIFORNIA)
14) ss.
15 COUNTY OF RIVERSIDE)

16 I competent, over the age of eighteen years, and not a party to the within
17 action. My mailing address is the Walkernova Group, **care of:** 30650 Rancho
18 California Road suite #406-251, Temecula, California [92591]. On March 17, 2025, I
19 served the within documents:

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

23 **By United States Mail.** I enclosed the documents in a sealed envelope or package
24 addressed to the persons at the addresses listed below by placing the envelope for
25 collection and mailing, following our ordinary business practices. I am readily
26 familiar with this business’s practice for collecting and processing correspondence
27 for mailing. On the same day that correspondence is placed for collection and
28 mailing, it is deposited in the ordinary course of business with the United States

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

5 Clerk, Agent(s), Fiduciary(ies)
6 C/o CLERK OF THE COURT - U.S. DISTRICT COURT
7 3470 Twelfth Street, Room 134
8 Riverside, California [92501-3801]
9 **Registered Mail #RF775823058US**

10 Clerk, Agent(s), Fiduciary(ies)
11 C/o CLERK OF THE COURT - U.S. COURT OF APPEALS COURT
12 95 Seventh Street
13 San Francisco, California [94103-1526]
14 **Registered Mail #RF775823061US**

15 James R. McHenry III, Pam Bondi, Agent(s), Fiduciary(ies)
16 C/o OFFICE OF THE ATTORNEY GENERAL
17 950 Pennsylvania Avenue, North West
18 Washington, District of Colombia [20530-0001]
19 **Registered Mail #RF775823075US**

20 Jay Promisco, James E. Coffrini, Joseph Moran, Christian Gault, Amir
21 Sabet, Amanda Coffrini, John Goulding, Brian Mcginley, Virginia
22 Erbes, Corey Moore, Drew Fuerstenberg
23 C/o SIERRA PACIFIC MORTGAGE COMPANY INC / GREENHEAD
24 INVESTMENTS
25 950 Glenn Drive, suite #150
26 Folsom, California [95630]
27 **Registered Mail #RF775823089US**

28 Eric D Houser (SBN 130079), Neil J. Copper (SBN 277997)
C/o HOUSER LLP
9970 Research Drive
Irvine, California [92618]
Registered Mail #RF775823092US

Susanne M. Nicholson, Daniel J. Foster
C/o WILKE FLEURY LLP
621 Capital Mall, suite 900
Sacramento, California [95814]
Registered Mail #RF775823089US

Paul Gustafson,
C/o PHH MORTGAGE CORPORATION dba PHH MORTGAGE
SERVICES, OWEN FINANCIAL CORPORATION.
3000 Leadenhall Road
Mount Laurel, New Jersey [08054]
Registered Mail #RF775823092US

1 Devin Ormonde,
2 C/o PRIME RECON LLC
27368 Via Industria, Suite 201
3 Temecula, California [92590]
Registered Mail #RF775823101US

4 On March 17, 2025, I served the within documents by **Electronic Service**.
5 Based on a court order and/or an agreement of the parties to accept service by
6 electronic transmission, I caused the documents to be sent to the persons at the
7 electronic notification addresses listed below.

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

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

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

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

19 C/o SIERRA PACIFIC MORTGAGE COMPANY INC / GREENHEAD
20 INVESTMENTS
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loanservicingqueue@sPMC.com
23 christian.gault@sPMC.com
amanda.coffrini@sPMC.com
24 john.goulding@sPMC.com
brian.mcginley@sPMC.com
25 virginia.erbes@sPMC.com
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26 drew.fuerstenberger@sPMC.com

27 Eric D Houser (SBN 130079), Neil J. Copper (SBN 277997)
28 C/o HOUSER LLP
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Susanne M. Nicholson, Daniel J. Foster
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Paul Gustafson,
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SERVICES, OWEN FINANCIAL CORPORATION.
3000 Leadenhall Road
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relationshipmanager@mortgagefamily.com

Devin Ormonde, Fiduciary(ies)
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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 March 17, 2025 in Riverside County,
California.

 /s/Corey Walker/
Corey Walker

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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:

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State of California)

) ss.

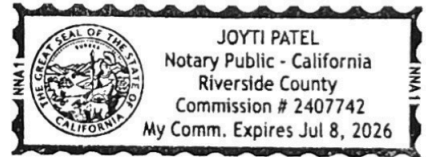
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

County of Riverside)

On this 17th 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 Joyti Patel (Seal)