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

™KEVIN WALKER© ESTATE, ™WG EXPRESS© TRUST
™KEVIN WALKER©, ™DONNABELLE MORTE© ESTATE

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

™KEVIN WALKER© ESTATE,
™DONNABELLE MORTEL© ESTATE,
™KEVIN WALKER© IRR TRUST, ™WG
EXPRESS TRUST©,

Real Party(ies) in Interest, Plaintiff(s),

vs.

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

Case No.: 5:25-cv-00339-JGB-DTB

**NOTICE OF FILING OF VERIFIED
AFFIDAVIT OF CONSTITUTIONAL
AUTHORITY, SUPREMACY CLAUSE,
AMERICAN SOVEREIGNTY,
FEDERAL JURISDICTION,
NATIONAL/NON-CITIZEN NATIONAL
(STATE CITIZEN) STATUS, ESTATE
CLAIM, AND REBUTTAL OF ALL
LEGAL PRESUMPTIONS.**

**NOTICE OF FILING OF VERIFIED AFFIDAVIT OF CONSTITUTIONAL
AUTHORITY, SUPREMACY CLAUSE, AMERICAN SOVEREIGNTY, FEDERAL
JURISDICTION, NATIONAL/NON-CITIZEN NATIONAL (STATE CITIZEN) STATUS,
ESTATE CLAIM, AND REBUTTAL OF ALL LEGAL PRESUMPTIONS**

COMES NOW, Plaintiffs ™KEVIN WALKER© ESTATE, ™DONNABELLE
MORTEL© ESTATE, ™KEVIN WALKER© IRR TRUST, ™WG 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 proceeding *sui juris, In Propria Persona*, and by *Special Limited Appearance*. **Kevin** and **Donnabelle** are **natural freeborn Sovereigns** and state Citizens of California and Washington **the republic** in its **De'jure** capacity as one of the several states of the Union 1789. This incidentally makes them both a **national** of the republic as per the **De'Jure Constitution for the United States 1777/1789**.

I. Affirmation of Rights & Contractual Obligations

Plaintiffs, acting through their Attorney(s)-in-Fact, assert their **unalienable right to contract**, as secured by **Article I, Section 10** of the U.S. Constitution, which states:

"No State shall... pass any Law impairing the Obligation of Contracts."
This provision **unequivocally prohibits** any state from impairing the **obligation of contracts**, including but not limited to:

- **Trust and contract agreements** executed as **Attorney(s)-in-Fact**,
- **Private contractual arrangements** existing between **Plaintiffs and Defendants**.

A copy of the 'Affidavit: Power of *Attorney In Fact*,' is attached hereto as **Exhibit H** and incorporated herein by reference. Plaintiffs further rely on their **unalienable and inherent** rights under the **Constitution** and the **common law** — rights that **predate** the formation of the state and remain safeguarded by due process of law

II. 'Attorney-in-Fact' : Legal Authority and Recognition

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

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

- An **attorney-in-fact** derives their authority from a written instrument, 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 **III. 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 transactions.

- 1 • **28 U.S.C. § 1654**: Confirms that "**parties may plead and conduct their own cases**
2 **personally or by counsel**", reinforcing the Plaintiffs' right to self-representation
3 and the use of an attorney-in-fact.
- 4 • **26 U.S.C. § 2203**: Recognizes executors, including attorneys-in-fact, in matters of
5 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 to
12 the administration of decedent estates and trust entities.
- 13 • **26 U.S.C. § 6402**: Grants attorneys-in-fact the authority to receive and negotiate
14 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 IV. **Constitutional Basis:**

25 Plaintiffs assert that their 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
4 papers for an examination] to the State, since he receives nothing
5 therefrom, beyond the protection of his life and property. His rights are
6 such as existed by the law of the land [Common Law] long antecedent to
7 the organization of the State, and can only be taken from him by due
8 process of law, and in accordance with the Constitution. Among his rights
9 are a refusal to incriminate himself, and the immunity of himself and his
10 property from arrest or seizure except under a warrant of the law. He owes
11 nothing to the public so long as he does not trespass upon their
12 rights." (*Hale v. Henkel*, 201 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**
16 **rule making or legislation** which would abrogate them." — *Miranda v.*
17 *Arizona*, 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
21 U.S. (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
26 duties; affords no protection; it creates no office; it is, in legal
27 contemplation, as inoperative as though it had never been passed." —
28 *Norton v. Shelby County*, 118 U.S. 425, 442 (1886).

- 1 • "No one is bound to obey an unconstitutional law, and no courts are bound
2 to 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 **V. Supremacy Clause**

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

20 **VI. 'Standing'**

- 21 1. Plaintiffs are **undisputedly** the Real Party(ies) in Interest, holder(s) in due
22 course, Creditor(s), and hold allodial title to **any and all** assets, registered
23 or unregistered, tangible or intangible, in accordance with contract law,
24 principles, **common law, exclusive equity**, the right to equitable
25 subrogation, and the U.C.C. (Uniform Commercial Code). This is further
26 evidenced by the following UCC filings, all duly filed in the Office of the
27 Secretary of State, State of Nevada: **UCC1 filing #2024385925-4** and
28 **#2024385935-1**, and **UCC3 filing #2024402433-7** and **2024411182-7**

(Exhibits A, B, C, and D), and in accordance with UCC §§ 3-302, 9-105, and 9-509.

2. **Plaintiffs' standing** is further affirmed and **evidenced** by the GRANT DEED recorded in Official Records County of Riverside, DOC #2024-0291980, APN: 957-570-005, File No.: 37238 KH, where the private trust property is titled to 'WG Private Irrevocable Trust, dated Febraury 7, 2022' (Exhibit E).

3. Plaintiffs maintain **exclusive and sole standing** in relation to said assets and their interests, as duly recorded and affirmed by these filing.

4. *Plaintiff(s) alone possess(es) exclusive equity.*

VII. Foundational 'Case Law' on Standing, Mortgage Fraud, Foreclosure, Corporate Overreach

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

A. Jurisdiction and Standing in Court

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

- 1 **1. Patton v. Diemer**, 35 Ohio St. 3d 68; 518 N.E.2d 941 (1988): "A judgment
2 rendered by a court lacking subject matter jurisdiction is **void ab initio**.
3 Consequently, the authority to vacate a void judgment is not derived from Ohio
4 R. Civ. P. 60(B), but rather constitutes an inherent power possessed by Ohio
5 courts. I see no evidence to the contrary that this would apply to ALL courts."
- 6 **2. Lebanon Correctional Institution v. Court of Common Pleas**, 35 Ohio St.2d 176
7 (1973): "A party lacks **standing** to invoke the jurisdiction of a court unless he
8 has, in an individual or a representative capacity, some **real interest** in the
9 subject matter of the action."
- 10 **3. Wells Fargo Bank v. Byrd**, 178 Ohio App.3d 285, 2008-Ohio-4603, 897 N.E.2d 722
11 (2008): "If plaintiff has offered no evidence that it owned the note and mortgage when
12 the complaint was filed, it would not be entitled to judgment as a matter of law."
- 13 **4. Indymac Bank v. Boyd**, 880 N.Y.S.2d 224 (2009): "To establish a prima facie case
14 in an action to foreclose a mortgage, the plaintiff must establish the existence of
15 the mortgage and the mortgage note. It is the law's policy to allow only an
16 aggrieved person to bring a lawsuit . . . A want of 'standing to sue,' in other
17 words, is just another way of saying that this particular plaintiff is not involved
18 in a genuine controversy, and a simple syllogism takes us from there to a
19 'jurisdictional' dismissal."
- 20 **5. Indymac Bank v. Bethley**, 880 N.Y.S.2d 873 (2009): "The Court is concerned that
21 there may be fraud on the part of plaintiff or at least malfeasance. Plaintiff
22 INDYMAC (Deutsche) must have '**standing**' to bring this action."

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

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

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

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

8 **C. Corporate and Banking Overreach**

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

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

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

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

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

11 **E. Contract and Consideration Principles**

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

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

20 **VIII. Status as 'nationals' and 'state Citizens'**

21 Under 8 U.S.C. § 1101(a)(21), the term "national" is defined as:

22 **"A person owing permanent allegiance to a state."**

23 Furthermore, 8 U.S.C. § 1101(a)(22) defines "national of the United States"
24 as:

25 **(A) a citizen of the United States, or (B) a person who, though not a citizen of**
26 **the United States, owes permanent allegiance to the United States.**

27 This distinction confirms that one can be a **national** without being a '**citizen**
28 **of the United States'**, reinforcing the sovereignty of **state citizenship**.

IX. SUPREME COURT Affirmations of Sovereignty

Legal precedent further establishes the distinction between state citizenship and **U.S. citizenship**:

- **United States v. Anthony, 11 Blatchf. 200 (1873):**

"The Fourteenth Amendment creates and defines citizenship of the United States... No mode existed, it was said, of obtaining a citizenship of the United States, except by first becoming a citizen of some state."

- **Slaughter-House Cases, 83 U.S. 36 (1872):**

"It is quite clear, then, that there is a citizenship of the United States and a citizenship of a State, which are distinct from each other..."

- **United States v. Cruikshank, 92 U.S. 542 (1875):**

"Each [state and federal government] has citizens of its own who owe it allegiance, and whose rights, within its jurisdiction, it must protect."

- **Thomasson v. State, 15 Ind. 449; Cory v. Carter, 48 Ind. 327 (1874); McDonel v. State, 90 Ind. 320 (1883):**

"One may be a citizen of a State and yet not a citizen of the United States."

These decisions reaffirm that state Citizens hold inherent and *unalienable rights* that exist independently from the privileges granted by U.S. citizenship.

X. Rejection of ALL Presumptions & Legal Assumptions

Plaintiffs, through their Attorney(s)-in-Fact, reject **any and all assumptions or presumptions** that:

1. Plaintiffs or their estates are subject to any unauthorized jurisdiction.
2. Any implied contractual obligations exist between Plaintiffs and Defendants that have not been expressly agreed upon.
3. Plaintiffs have waived or surrendered any inherent rights under **the Constitution, common law, or natural law.**

**XI. DEMAND for JUDICIAL NOTICE, Due Process, and Application of
RES JUDICATA, STARE DECISIS, and COLLATERAL ESTOPPEL**

Plaintiffs hereby demand that this **Honorable Court** take **Judicial Notice** of the attached '**VERIFIED Affidavit of Constitutional Authority, Supremacy Clause, American Sovereignty, Federal Jurisdiction, National/Non-Citizen National (State Citizen) Status, Estate Claim, and Rebuttal of All Legal Presumptions**', along with all supporting constitutional provisions, statutory authorities, case law, precedents, and controlling legal principles.

Pursuant to **Maxims of Law**, silence or failure to contest this Affidavit and its claims shall constitute **agreement by silent acquiescence, tacit agreement, and tacit procuration**.

Furthermore, Plaintiffs invoke the doctrines of **Res Judicata, Stare Decisis, and Collateral Estoppel**, which **bar** any party from relitigating settled matters, require adherence to established precedent, and preclude any contradictory rulings on claims and issues already resolved under law.

XII. NOTICE of Rebuttal Requirements

Any rebuttal must be submitted in the form of a **sworn, point-for-point rebuttal under penalty of perjury**.

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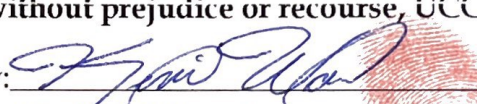
WHEREFORE, Plaintiffs respectfully Notice the Court of this, "VERIFIED Affidavit of Constitutional Authority, Supremacy Clause, American Sovereignty, Federal Jurisdiction, National/Non-Citizen National (State Citizen) Status, Estate Claim, and Rebuttal of All Legal Presumptions', into the official Court record and demand that all further proceedings recognize, uphold, and adhere to the rights asserted herein.

COMMERCIAL OATH AND VERIFICATION:

County of Riverside)
) Commercial Oath and Verification
The State of California)

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

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

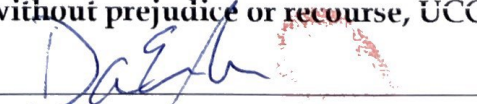
By: 
Kevin Walker, Attorney-In-Fact, Secured Party,
Executor, **national**, private bank(er) EIN # 9x-xxxxxxx

COMMERCIAL OATH AND VERIFICATION:

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I, KEVIN WALKER, under my unlimited liability and Commercial Oath proceeding
in good faith being of sound mind states that the facts contained herein are true,
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All rights reserved without prejudice or recourse, UCC § 1-308, 3-402.

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

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

sui juris, By Special Limited Appearance,

By: Corey Walker
Corey Walker (WITNESS)

sui juris, By Special Limited Appearance,

By: Steven MacArthur-Brooks
Steven MacArthur-Brooks (WITNESS)

//

WORDS DEFINED GLOSSARY OF TERMS:

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

- Attorney-in-fact:** A private attorney authorized by another to act in his place and stead, either for some particular purpose, as to do a particular act, or for the transaction of business in general, not of a legal character. This authority is conferred by an instrument in writing, called a "letter of attorney," or more commonly a "power of attorney." A person to whom the authority of another, who is called the constituent, is by him lawfully delegated. The term is employed to designate persons who are under special agency, or a special letter of attorney, so that they are appointed in *factum*, for the deed, or special act to be performed; but in a more extended sense it includes all other agents employed in any business, or to do any act or acts in pais for another. Bacon, Abr. Attorney; Story, Ag. § 25. All persons who are capable of acting for themselves, and even those who are disqualified from acting in their own capacity, if they have sufficient understanding, as infants of proper age, and femes coverts, may act as attorney of other. The person named in a power of attorney to act on your behalf

is commonly referred to as your "agent" or "attorney-in-fact." With a valid power of attorney, your agent can take any action permitted in the document. — See Bouvier's Law Dictionary, volumes 1,2, and 3, page 282, Blacks Law Dictionary 1, 2nd, 8th, pages 105, 103, and 392 respectively, and the American Bar Association's website on 'Power of Attorney' and 'Attorney-In-Fact'

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

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

- 1 4. **individual:** As a noun, this term denotes a single **person** as distinguished from a
2 group or class, and also, very commonly, a private or natural person as distinguished
3 from a partnership, corporation, or association; but it is said that this restrictive
4 signification is not necessarily inherent in the word, and that it **may**, in proper cases,
5 include **artificial persons**. As an adjective: Existing as an indivisible entity. Of or
6 relating to a single person or thing, as opposed to a group.— See Black's Law
7 Dictionary 4th, 7th, and 8th Edition pages 913, 777, and 2263 respectively.
- 8 5. **person:** Term may include artificial beings, as corporations. The term means an
9 **individual, corporation, business trust, estate, trust, partnership, limited liability**
10 **company, association, joint venture, government, governmental subdivision, agency,**
11 **or instrumentality, public corporation, or any other legal or commercial entity.** The
12 term "person" shall be construed to mean and include an individual, a trust, estate,
13 partnership, association, company or corporation. **The term "person" means a**
14 **natural person or an organization. -Artificial persons.** Such as are created and
15 devised by law for the purposes of society and government, called "corporations" or
16 bodies politic." **-Natural persons.** Such as are formed by nature, as distinguished from
17 artificial persons, or corporations. **-Private person.** An individual who is not the
18 incumbent of an office. Persons are divided by law into natural and **artificial**. Natural
19 persons are such as the God of nature formed us; **artificial** are such as are created and
20 devised by **human laws**, for the purposes of society and government, which are called
21 "corporations" or "bodies politic." — See Uniform Commercial Code (UCC) § 1-201,
22 Black's Law Dictionary 1st, 2nd, and 4th edition pages 892, 895, and 1299, respectively,
23 27 Code of Federal Regulations (CFR) § 72.11 - Meaning of terms, and 26 United States
24 Code (U.S. Code) § 7701 - Definitions.
- 25 6. **bank:** a **person** engaged in the business of banking and includes a savings bank,
26 savings and loan association, credit union, and **trust company**. The terms "banks",
27 "national bank", "national banking association", "member bank", "board", "district",
28 and "reserve bank" shall have the meanings assigned to them in section 221 of this

1 title. An institution, of great value in the commercial world, empowered to receive
2 deposits of money, to make loans. and to issue its promissory notes, (designed to
3 circulate as money, and commonly called "bank-notes" or "bank-bills") or to perform
4 any one or more of these functions. The term "bank" is usually restricted in its
5 application to an incorporated body; while a **private individual** making it his business
6 to conduct banking operations is denominated a "banker." Banks in a commercial
7 sense are of three kinds, to wit; (1) Of deposit; (2) of discount; (3) of circulation.
8 Strictly speaking, the term "bank" implies a place for the deposit of money, as that is
9 the most obvious purpose of such an institution. — See, UCC 1-201, 4-105, 12 U.S.
10 Code § 221a, Black's Law Dictionary 1st, 2nd, 4th, 7th, and 8th, pages 117-118, 116-117,
11 183-184, 139-140, and 437-439.

12 7. **discharge:** To cancel or unloose the obligation of a contract; to make an agreement or
13 contract null and inoperative. Its principal species are rescission, release, accord and
14 satisfaction, performance, judgement, composition, bankruptcy, merger. As applied to
15 demands claims, right of action, incumbrances, etc., to discharge the debt or claim is to
16 extinguish it, to annul its obligatory force, to satisfy it. And here also the term is
17 generic; thus a dent , a mortgage. As a noun, the word means the act or instrument by
18 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
20 the result of performance) or is broken off before complete execution. See, Blacks Law
21 Dictionary 1st, page.

22 8. **pay:** To **discharge** a debt; to deliver to a creditor the value of a debt, either in money or
23 in goods, for his acceptance. To pay is to deliver to a creditor the value of a debt, either
24 in money or In goods, for his acceptance, by which the debt is discharged. See Blacks
25 Law Dictionary 1st, 2nd, and 3rd edition, pages 880, 883, and 1339 respectively.

26 9. **payment:** The performance of a duty, promise, or obligation, or discharge of a debt or
27 liability. by the delivery of money or other value. Also the money or thing so
28 delivered. Performance of an obligation by the delivery of money or some other

valuable thing accepted in partial or full discharge of the obligation. [Cases: Payment 1. C.J.S. Payment § 2.] 2. The money or other valuable thing so delivered in satisfaction of an obligation. See Blacks Law Dictionary 1st and 8th edition, pages 880-811 and 3576-3577, respectively.

10. **may:** An auxiliary verb qualifying the meaning of another verb by expressing ability, competency, liberty, permission, probability or contingency. — Regardless of the instrument, however, whether constitution, statute, deed, contract or whatnot, **courts not infrequently construe "may" as "shall" or "must".**— See Black's Law Dictionary, 4th Edition page 1131.

11. **extortion:** The term "**extortion**" means the obtaining of property from another, **with his consent, induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right.**— See 18 U.S. Code § 1951 - Interference with commerce by threats or violence.

12. **national:** "foreign government", "foreign official", "internationally protected person", "international organization", "national of the United States", "official guest," and/or "non-citizen national." **They all have the same meaning.** See Title 18 U.S. Code § 112 - Protection of foreign officials, official guests, and internationally protected persons.

13. **United States:** For the purposes of this Affidavit, the terms "United States" and "U.S." mean only the Federal Legislative Democracy of the District of Columbia, Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, and any other Territory within the "United States," which entity has its origin and jurisdiction from Article 1, Section 8, Clause 17-18 and Article IV, Section 3, Clause 2 of the Constitution for the United States of America. *The terms "United States" and "U.S." are NOT to be construed to mean or include the sovereign, united 50 states of America.*

14. **fraud:** deceitful practice or Willful device, resorted to with intent to deprive another of his right, or in some manner to do him an injury. As distinguished from negligence, it is always positive, intentional. as applied to contracts is the cause of an error bearing on material part of the contract, created or continued by artifice, with design to obtain

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

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

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

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PROOF OF SERVICE:

STATE OF CALIFORNIA)
) SS.
COUNTY OF RIVERSIDE)

I competent, over the age of eighteen years, and not a party to the within action. My mailing address is the Walkernova Group, **care of:** 30650 Rancho California Road suite #406-251, Temecula, California [92591]. On February 24, 2025, I served the within documents:

1. **VERIFIED AFFIDAVIT OF CONSTITUTIONAL AUTHORITY, SUPREMACY
CLAUSE, AMERICAN SOVEREIGNTY, FEDERAL JURISDICTION, NATIONAL/
NON-CITIZEN NATIONAL (STATE CITIZEN) STATUS, ESTATE CLAIM, AND
REBUTTAL OF ALL LEGAL PRESUMPTIONS.**

2. NOTICE OF FILING OF VERIFIED AFFIDAVIT OF *CONSTITUTIONAL AUTHORITY, SUPREMACY CLAUSE, AMERICAN SOVEREIGNTY, FEDERAL*

***JURISDICTION, NATIONAL/NON-CITIZEN NATIONAL (STATE CITIZEN) STATUS,
ESTATE CLAIM, AND REBUTTAL OF ALL LEGAL PRESUMPTIONS.***

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

Clerk, Agent(s), Fiduciary(ies)
C/o CLERK OF THE COURT - U.S. DISTRICT COURT
3470 Twelfth Street, Room 134
Riverside, California [92501-3801]
Registered Mail #RF775823027US

Clerk, Agent(s), Fiduciary(ies)
C/o CLERK OF THE COURT - U.S. COURT OF APPEALS COURT
95 Seventh Street
San Francisco, California [94103-1526]
Registered Mail #RF775823013US

James R. McHenry III, Pam Bondi, Agent(s), Fiduciary(ies)
C/o OFFICE OF THE ATTORNEY GENERAL
950 Pennsylvania Avenue, North West
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Jay Promisco, James E. Coffrini, Joseph Moran, Christian Gault, Amir Sabet, Amanda Coffrini, John Goulding, Brian Mcginley, Virginia Erbes, Corey Moore, Drew Fuerstenberg
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Devin Ormonde,
C/o PRIME RECON LLC
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Registered Mail #RF775823248US

On February 23, 2025, I served the within documents by **Electronic Service**.
Based on a court order and/or an agreement of the parties to accept service by
electronic transmission, I caused the documents to be sent to the persons at the
electronic notification addresses listed below.

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

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

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

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

C/o SIERRA PACIFIC MORTGAGE COMPANY INC / GREENHEAD
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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.

JURAT:

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.

State of California)
) ss.
County of Riverside)

Subscribed and sworn to (or affirmed) before me on this 21st day of February, 2025, by Kevin Walker, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Joyti Patel, Notary public
print
Joyti Patel Seal:

