

-Exhibit UU-

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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)

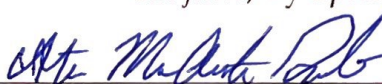
27 I, DONNABELLE MORTEL, under my unlimited liability and Commercial Oath
28 proceeding in good faith being of sound mind states that the facts contained herein

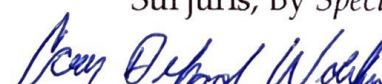
1 are true, correct, complete and not misleading to the best of Affiant's knowledge
2 and belief under penalty of International Commercial Law and state this to be HIS
3 Affidavit of Truth regarding same signed and sealed this 21ST day of FEBRUARY in
4 the year of Our Lord two thousand and twenty five:

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 ~~WALKER~~, CONDITIONAL ACCEPTANCE OF DEFENDANT FIRM MORTGAGE P NOTICE OF MOTION, MOTION TO DISMISS AND ~~WALKER~~ DE BEAND FOR CRIMINAL ENFORCEMENT, SANCTIONS, AND ~~WALKER~~ DE BEAND 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)
4 C/o HOUSER LLP
9970 Research Drive
5 Irvine, California [92618]
Registered Mail #RF775822993US

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

9 Paul Gustafson,
10 C/o PHH MORTGAGE CORPORATION dba PHH MORTGAGE
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)
21 C/o CLERK OF THE COURT - U.S. DISTRICT COURT
3470 Twelfth Street, Room 134
22 Riverside, California [92501-3801]
optout_consent@cacd.uscourts.gov - misprision of felony obligation

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

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

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.

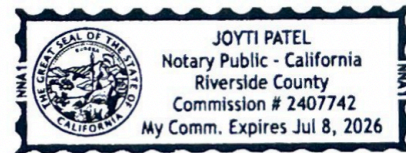
County of Riverside)

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)

-Exhibit VV-

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

7 *Attorney-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.**

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

25 COMES NOW, Plaintiffs TMKEVIN WALKER© ESTATE, TMDONNABELLE
26 MORTEL© ESTATE, TMKEVIN WALKER© IRR TRUST, TMWG EXPRESS TRUST©
27 (hereinafter "Plaintiff(s)" and or "Real Party(ies) in Interest"), by and through their
28 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 //

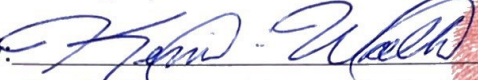
22
23 **COMMERCIAL OATH AND VERIFICATION:**

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
950 Glenn Drive, suite #150
21 Folsom, California [95630]
amir.sabet@sPMC.com
22 joseph.moran@sPMC.com
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
corey.moore@sPMC.com
26 drew.fuerstenberger@sPMC.com

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

ACKNOWLEDGEMENT:

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State of California)

) ss.

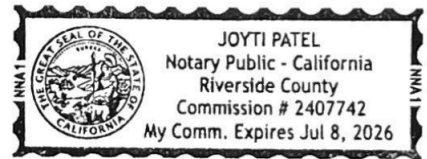
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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)

-Exhibit WW-

ALERT: SEVERE WEATHER IN THE SOUTHEAST AND CENTRAL U.S AND WINTER STORMS IN ...

USPS Tracking®

[FAQs >](#)

Tracking Number:

[Remove X](#)

RF775822959US

[Copy](#)

[Add to Informed Delivery \(https://informedelivery.usps.com/\)](https://informedelivery.usps.com/)

Latest Update

Your item was delivered to an individual at the address at 12:13 pm on February 24, 2025 in RIVERSIDE, CA 92501.

Delivered

Delivered, Left with Individual

RIVERSIDE, CA 92501

February 24, 2025, 12:13 pm

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean? \(https://faq.usps.com/s/article/Where-is-my-package\)](https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

-Exhibit XX-

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Clerks, Agent(s)
c/o CLERK OF COURT
3470 Twelfth Street, Room 134
Riverside, California [92501-3801]



9590 9402 9404 5002 2681 85

2. Article Number (Transfer from service label)

RF 775 823 058 US

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Andres Pedro

- Agent
- Addressee

B. Received by (Printed Name)

Andres Pedro

C. Date of Delivery

3/18/25

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

ALERT: SEVERE WEATHER IN THE SOUTHEAST AND CENTRAL U.S AND WINTER STORMS IN ...

USPS Tracking®

[FAQs >](#)

Tracking Number:

[Remove X](#)

RF775823058US

[Copy](#)

[Add to Informed Delivery \(https://informedelivery.usps.com/\)](https://informedelivery.usps.com/)

Latest Update

Your item was delivered to an individual at the address at 12:35 pm on March 18, 2025 in RIVERSIDE, CA 92501.

Delivered

Delivered, Left with Individual

RIVERSIDE, CA 92501

March 18, 2025, 12:35 pm

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean? \(https://faq.usps.com/s/article/Where-is-my-package\)](https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

-Exhibit YY-

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

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

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

12 TMKEVIN WALKER© ESTATE,
13 TMDONNABELLE MORTE© ESTATE,
14 TMKEVIN WALKER© IRR TRUST, TMWG
15 EXPRESS TRUST©,

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

17 vs.

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

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

**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.**

**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**

KNOW ALL MEN BY THESE PRESENT, that I, Kevin: Walker, proceeding *sui
juris, In Propria Persona, by Special Limited Appearance*, a man upon the land, a
follower of the Almighty Supreme Creator, first and foremost and the laws of man

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

- 8 1. I, Kevin: Walker, *sui juris*, reserve **all** of my rights without prejudice and
9 without recourse and waive absolutely **none**.
- 10 2. Be it known to all courts, governments, and other parties, that **I, Kevin: Walker,**
11 **am a natural, freeborn Sovereign**, without subjects. I am neither subject to any
12 entity anywhere, nor is any entity subject to me. I neither dominate anyone, nor
13 am I dominated.
- 14 3. I, Kevin, of the Walker Family, one of the people, assert my status as a natural,
15 freeborn, sovereign man on the land, endowed with **inherent, unalienable**
16 rights, independent of any government authority beyond that **which derives its**
17 **just powers from my consent**. *Consequently*, this establishes me as a state Citizen
18 of California, the republic, in its **De'Jure** capacity as one of the several states of
19 the Union (1789). By extension, this also affirms my status as a **national** of the
20 **republic**, as recognized under the **De'Jure** Constitution for the United States
21 (1777/1789).
- 22 4. These **principles** are enshrined in the **Declaration of Independence**, the
23 **Constitution**, and the **Bill of Rights** and are affirmed by various legal
24 **precedents**.

25 **I. Constitutional Basis:**

- 26 5. Affiant asserts that his private rights are secured and protected under the
27 **Constitution, common law, and exclusive equity**, which govern their ability to
28 freely contract and protect their property and interests..

1 6. Affiant respectfully asserts and affirms:

- 2 • "The individual may stand upon his constitutional rights as a citizen. He is entitled
3 to carry on his **private** business in his own way. **His power to contract is**
4 ***unlimited***. He owes no such duty [to submit his books and papers for an
5 examination] to the State, since he receives nothing therefrom, beyond the
6 protection of his life and property. His rights are such as existed by the law of the
7 land [Common Law] long antecedent to the organization of the State, and can only
8 be taken from him by due process of law, and in accordance with the Constitution.
9 Among his rights are a refusal to incriminate himself, and the immunity of himself
10 and his 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 rights." (*Hale v.*
12 *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 rule**
16 **making or legislation** which would abrogate them." — *Miranda v. Arizona*, 384
17 U.S.
- 18 • "There can be no sanction or penalty imposed upon one because of this exercise of
19 constitutional **rights**." — *Sherar v. Cullen*, 481 F. 945.
- 20 • "A law repugnant to the Constitution is **void**." — *Marbury v. Madison*, 5 U.S. (1
21 Cranch) 137, 177 (1803).
- 22 • "It is not the duty of the citizen to surrender his rights, liberties, and immunities
23 under the guise of police power or any other governmental power." — *Miranda v.*
24 *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*, 118
28 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 II. Supremacy Clause

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

20 III. Foundation of American Sovereignty

21 8. The Declaration of Independence (1776) proclaims:

22 "Governments are instituted among Men, **deriving their just powers from**
23 **the consent of the governed.**"

24 9. This foundational document establishes that the **people are the true sovereigns**
25 of this nation.

26 10. The **U.S. Constitution and the Bill of Rights** serve as a **contract** that binds the
27 government, securing the People's liberties and **limiting governmental**
28 **authority.** The **Tenth Amendment** asserts:

1 **"The powers not delegated to the United States by the Constitution, nor**
2 **prohibited by it to the States, are reserved to the States respectively, or to**
3 **the people."**

4 This affirms that any power not granted to the federal government remains with
5 the States or the people.

6 **IV. Congressional Recognition of Americans as 'Sovereigns'**

7 11. In his 1947 "I Am an American Day" address, Representative John F.
8 **Kennedy** emphasized the active role Citizens must play in preserving
9 liberty:

10 **"The fires of liberty must be continually fueled by the positive and**
11 **conscious actions of all of us." (JFKLIBRARY.ORG)**

12 12. Further, Congress formally recognized the significance of American sovereignty
13 through the establishment of "I Am An American Day," later designated as
14 **Citizenship Day:**

15 **"Whereas it is desirable that the sovereign citizens of our Nation be**
16 **prepared for the responsibilities and impressed with the significance of**
17 **their status in our *self-governing* Republic: Therefore be it Resolved by the**
18 Senate and House of Representatives of the United States of America in
19 Congress assembled, That the third Sunday in May each year be, and hereby
20 is, set aside as Citizenship Day..."

21 This resolution affirms the foundational principle that **sovereignty resides with the**
22 people, who are responsible for preserving and exercising their rights and freedoms.

23 **V. SUPREME COURT Affirmations of Sovereignty**

24 13. The **Supreme Court of the United States (SCOTUS)** has repeatedly affirmed
25 that sovereignty resides in the people:

- 26 • **Chisholm v. Georgia, 2 U.S. 419 (1793):**

27 **"The sovereignty resides in the people... they are truly the sovereigns of the**
28 **country."**

- 1 • **Yick Wo v. Hopkins, 118 U.S. 356 (1886):**

2 "Sovereignty itself remains with the **people**, by whom and for whom all
3 government exists and acts."

- 4 • **Lansing v. Smith, 4 Wend. 9 (N.Y. 1829):**

5 "People of a state are entitled to all the rights which formerly belonged to
6 the King by his prerogative."

- 7 • **Marbury v. Madison, 5 U.S. 137 (1803):**

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

- 9 • **Sherar v. Cullen, 481 F.2d 946 (9th Cir. 1973):**

10 "There can be no sanction or penalty imposed upon one because of his
11 exercise of constitutional rights."

12 **VI. The "I Am an American" Principle**

13 14. The **"I Am an American"** speech, delivered by Judge Learned Hand in 1944,
14 eloquently articulates the essence of American liberty:

15 **"What do we mean when we say that first of all we seek **liberty**? I**
16 **often wonder whether we do not rest our hopes too much upon**
17 **constitutions, upon laws, and upon courts. These are false hopes;**
18 **believe me, these are false hopes. Liberty lies in the hearts of men**
19 **and women; when it dies there, no constitution, no law, no court can**
20 **save it." (RIDE.RI.GOV)**

21 This underscores that **liberty and sovereignty originate within the **People****
22 **themselves**, not merely from governing documents.

23 **VII. Status as a "**National**" and "state Citizen"**

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

25 "A person owing permanent allegiance to a state."

26 16. Furthermore, 8 U.S.C. § 1101(B)(22) defines national of the United States as:

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

1 17. This distinction is clear: one can be a *national* without being a *citizen of the United*
2 *States*, reinforcing the concept of sovereignty associated with state citizenship.

3 **Distinction Between “state Citizen” and “citizen of the United States”**

4 18. The courts have long recognized that *state citizenship* and *U.S. citizenship* are
5 distinct legal statuses:

6 • **United States v. Anthony (1873)**

7 “The Fourteenth Amendment creates and defines citizenship of the United
8 States. It had long been contended, and had been held by many learned
9 authorities, and had never been judicially decided to the contrary, that there
10 was no such thing as a citizen of the United States, except as that condition
11 arose from citizenship of some state.”

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

13 “It is quite clear, then, that there is a citizenship of the United States and a
14 citizenship of a State, which are distinct from each other and which depend
15 upon different characteristics or circumstances in the individual.”

16 • **United States v. Cruikshank, 92 U.S. 542 (1875)**

17 “We have in our political system a Government of the United States
18 and a government of each of the several States. Each one of these
19 governments is distinct from the others, and each has citizens of its
20 own who owe it allegiance, and whose rights, within its jurisdiction, it
21 must protect.”

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

24 “One may be a citizen of a State and yet not a citizen of the United States.”

25 • **Tashiro v. Jordan, 201 Cal. 236 (1927)**

26 “That there is a citizenship of the United States and a citizenship of a state,
27 and the privileges and immunities of one are not the same as the other is
28 well established by the decisions of the courts of this country.”

1 • **Crosse v. Board of Supervisors of Elections, 221 A.2d 431 (1966)**

2 “Both before and after the Fourteenth Amendment to the federal
3 Constitution, it has not been necessary for a person to be a citizen of the
4 United States in order to be a citizen of his state.”

5 • **Jones v. Temmer, 829 F.Supp. 1226 (USDC/DCO 1993)**

6 “The privileges and immunities clause of the Fourteenth Amendment
7 protects very few rights because it neither incorporates any of the Bill of
8 Rights nor protects all rights of individual citizens... Instead, this provision
9 protects only those rights peculiar to being a citizen of the federal
10 government; it does not protect those rights which relate to state
11 citizenship.”

12 **19. The first clause of the Fourteenth Amendment states:**

13 “All persons born or naturalized in the United States, and subject to the
14 jurisdiction thereof, are citizens of the United States and the state wherein
15 they reside.”

16 **20. However, this clause does NOT state:**

17 “All persons born or naturalized in the United States, **are subject to the**
18 jurisdiction thereof...”

19 **21. This confirms that *United States citizenship* requires both:**

- 20 1. Being born or naturalized in the United States, **and**
21 2. Being subject to the jurisdiction of the United States.

22 **VIII. Status as “national” / “non-citizen national” (state Citizen)**

23 **21. The U.S. Department of State document, *Certificates of Non-Citizen Nationality***
24 **([https://travel.state.gov/content/travel/en/legal/travel-legal-considerations/](https://travel.state.gov/content/travel/en/legal/travel-legal-considerations/us-citizenship/Certificates-Non-Citizen-Nationality.html)**
25 **us-citizenship/Certificates-Non-Citizen-Nationality.html), states:**

26 “Section 101(a)(21) of the INA defines the term ‘national’ as ‘a person owing
27 permanent allegiance to a state.’ Section 101(a)(22) of the INA provides that
28 the term ‘national of the United States’ includes all U.S. citizens as well as

1 persons who, though not citizens of the United States, owe permanent
2 allegiance to the United States (non-citizen nationals).”

3 22.8 U.S.C. § 1101(22) defines *national of the United States* as:

4 “(A) a citizen of the United States, **or** (B) a person who, though **not** a citizen of the
5 United States, owes permanent allegiance to the United States.”

6 23.8 U.S.C. § 1101(a)(22) **explicitly stipulates** that one can be a '**national of the**
7 **United States**' *without* being a 'citizen of the United States' if they owe
8 permanent allegiance to the United States.

9 24. 22 CFR § 51.2 stipulates that Passports are issued to nationals **only**:

10 “A passport may be issued **only** to a U.S. national.”

11 25. 22 CFR § 51.3 stipulates the Types of passports issued:

12 “(a) A regular passport is issued to a **national** of the United States.”

13 “(e) A passport card is issued to a **national** of the United States on the same basis as
14 a regular passport.”

15 26. 18 U.S.C. § 112 stipulates that Protections of foreign officials, official guests, and
16 internationally protected persons, **apply to nationals**. This statute defines terms
17 such as “foreign government,” “foreign official,” “internationally protected
18 person,” “international organization,” “**national** of the United States,” and
19 “official guest,” have **the same meaning**.

20 27. It is unequivocally true that 18 U.S.C. § 112 states that in addition to being a
21 **national**, a **national** is also considered a:

- 22 • **foreign government**
- 23 • **foreign official**
- 24 • **internationally protected person**
- 25 • **international organization**
- 26 • **national of the United States**
- 27 • **official guest**

28 28. The legal framework and court rulings confirm that:

- 1 • One may be a “*state Citizen*” without being a *citizen of the United*
- 2 *States.*”
- 3 • The Fourteenth Amendment created *U.S. citizenship*, which is distinct
- 4 from *state citizenship*.
- 5 • A *national* is someone who owes permanent allegiance to a state, not
- 6 necessarily to the United States.
- 7 • A *national of the United States* could be a *U.S. citizen*, but could also be a
- 8 *non-citizen national* who owes allegiance without being a U.S. citizen.

9 Thus, the distinction between *state Citizens* and *U.S. citizens* is a well-

10 established legal principle with profound implications on sovereignty,

11 rights, and legal obligations.

12 **IX. Federal Jurisdiction:**

13 28. It is further relevant to this Affidavit that any violation of my Rights, Freedom,

14 or Property by the U.S. federal government, or any agent thereof, would be an

15 illegal and unlawful excess, clearly outside the limited boundaries of federal

16 jurisdiction. My understanding is that the jurisdiction of the U.S. federal

17 government is defined by Article I, Section 8, Clause 17 of the U.S. Constitution,

18 quoted as follows:

19 "The Congress shall have the power . . . To exercise exclusive legislation in all

20 cases whatsoever, over such district (NOT EXCEEDING TEN MILES

21 SQUARE) as may, by cession of particular states and the acceptance of

22 Congress, become the seat of the Government of the United States, [District

23 of Columbia] and to exercise like authority over all places purchased by the

24 consent of the legislature of the state in which the same shall be, for the

25 Erection of Forts, Magazines, Arsenals, dock yards and other needful

26 Buildings; And - To make all laws which shall be necessary and proper for

27 carrying into Execution the foregoing Powers..." [emphasis added]

28 **and** Article IV, Section 3, Clause 2:

1 "The Congress shall have the Power to dispose of and make all needful Rules
2 and Regulations respecting the Territory or other Property belonging to the
3 United States; and nothing in this Constitution shall be so construed as to
4 Prejudice any Claims of the United States, or of any particular State."

5 29. The definition of the "United States" being used here, then, is limited to its

6 **territories:**

- 7 1) The District of Columbia
- 8 2) Commonwealth of Puerto Rico
- 9 3) U.S. Virgin Islands
- 10 4) Guam
- 11 5) American Samoa
- 12 6) Northern Mariana Islands
- 13 7) Trust Territory of the Pacific Islands
- 14 8) Military bases within the several states
- 15 9) Federal agencies within the several states

16 30. It does **not** include the several states **themselves**, as is confirmed by the
17 following cites:

- 18 • **"We have in our political system a Government of the United States and a**
19 **government of each of the several States.** Each one of these governments is
20 distinct from the others, and each has citizens of its own who owe it
21 allegiance, and whose rights, within its jurisdiction, it must protect. **The**
22 **same person may be at the same time a citizen of the United States and a**
23 **Citizen of a State**, but his rights of citizenship under one of these
24 governments will be different from those he has under the other." Slaughter
25 House Cases **United States vs. Cruikshank**, 92 U.S. 542 (1875).
- 26 • "THE UNITED STATES GOVERNMENT IS A FOREIGN CORPORATION
27 WITH RESPECT TO A STATE." [emphasis added] **Volume 20: Corpus Juris**
28 **Sec. §1785: NY re: Merriam 36 N.E. 505 1441 S.Ct.1973, 41 L.Ed.287.**

1 31. This is further confirmed by the following quote from the Internal Revenue Service:
2 Federal jurisdiction "includes the District of Columbia, the Commonwealth
3 of Puerto Rico, the Virgin Islands, Guam, and American Samoa." - Internal
4 Revenue Code Section 312(e).

5 32. In **legal** terminology, the word "*includes*" means "*is limited to.*" When referring
6 to this "District" United States, the Internal Revenue Code uses the
7 terms "**WITHIN**" the United States. When referring to the several States, the
8 Internal Revenue Code uses the term "**WITHOUT**" the United States.

9 33. **Dozens, perhaps hundreds**, of court cases **evidence and prove** that federal
10 jurisdiction is *limited* to the few federal territory and/or 'areas' above indicated.
11 For example, in two Supreme Court cases, it was decided:

- 12 • "The laws of Congress in respect to those matters do not extend into the
13 territorial limits of the states, but have force only in the District of
14 Columbia, and other places that are within the exclusive jurisdiction of the
15 national government," **Caha v. United States**, 152 U.S., at 215.
- 16 • "We think a proper examination of this subject will show that the United
17 States never held any municipal sovereignty, jurisdiction, or right of soil in
18 and to the territory, of which Alabama or any of the new States were
19 formed..."
- 20 • "[B]ecause, the United States have no constitutional capacity to exercise
21 municipal jurisdiction, sovereignty, or eminent domain, within the limits of
22 a State or elsewhere, except in the cases in which it is expressly granted..."
- 23 • "Alabama is therefore entitled to the sovereignty and jurisdiction over all
24 the territory within her limits, subject to the common law," **Pollard v.**
25 **Hagan**, 44 U.S. 221, 223, 228, 229.

26 34. Likewise, Title 18 of the United States Code at §7 specifies that the "territorial
27 jurisdiction" of the United States extends only **outside** the boundaries of lands
28 belonging to any of the several States.

1 35. **Therefore**, in addition to the fact that **no unrevealed federal contract can**
2 **obligate me to perform in any manner without my fully informed and**
3 **uncoerced consent**, likewise, **no federal statutes or regulations apply to me or**
4 **have any jurisdiction over me**. I hereby affirm that I do not reside or work in
5 any federal territory of the "District" United States, and that therefore no U.S.
6 federal government statutes or regulations have any authority over me.

7 **X. Powers and Contractual Obligations of United States and State**
8 **Government Officials**

9 36. All United States and State government officials are hereby put on notice that I
10 expect them to have recorded valid **Oaths of Office** in accordance with the U.S.
11 Constitution, **Article VI**:

12 "The Senators and Representatives before mentioned, and the members of the
13 several State Legislatures, and all executive and judicial officers, both of the
14 United States and of the several States, shall be bound by oath or affirmation
15 to support this Constitution..."

16 37. I understand that by their Oaths of Office all U.S. and State government officials
17 are **contractually bound** by the U.S. Constitution as formulated by its framers,
18 and not as "interpreted," subverted, or corrupted by the U.S. Supreme Court or
19 other courts. According to the **Ninth Amendment** to the U.S. Constitution:

20 "The enumeration in the Constitution of certain rights shall not be construed
21 to deny or disparage others retained by the people."

22 **and the Tenth Amendment** to the U.S. Constitution:

23 "The powers not delegated to the United States by the Constitution, nor
24 prohibited by it to the States, are reserved to the States respectively, or to the
25 people."

26 38. Thus, my understanding from these Amendments is that the powers of all U.S.
27 and State government officials are *limited* to those **specifically granted** by the
28 **U.S. Constitution**.

1 39. I further understand that **any** laws, statutes, ordinances, regulations, rules, and
2 procedures contrary to the U.S. Constitution, as written by its framers, are **null**
3 **and void**, as expressed in the Sixteenth American Jurisprudence Second Edition,
4 Section 177:

5 "The general misconception is that any statute passed by legislators
6 bearing the appearance of law constitutes the law of the land. The U.S.
7 Constitution is the supreme law of the land, and any statute, to be valid,
8 must be in agreement. It is impossible for both the Constitution and a
9 law violating it to be valid; one must prevail. This is succinctly stated as
10 follows:

11 'The general rule is that an unconstitutional statute, though having the
12 form and name of law, is in reality no law, but is wholly void, and
13 ineffective for any purpose; since unconstitutionality dates from the
14 time of its enactment, and not merely from the date of the decision so
15 branding it. An unconstitutional law, in legal contemplation, is as
16 inoperative as if it had never been passed. Such a statute leaves the
17 question that it purports to settle just as it would be had the statute not
18 been enacted.'

19 'Since an unconstitutional law is void, the general principles follow that
20 it imposes no duties, confers no right, creates no office, bestows no
21 power or authority on anyone, affords no protection, and justifies no
22 acts performed under it...'

23 'A void act cannot be legally consistent with a valid one. An
24 unconstitutional law cannot operate to supersede any existing valid
25 law. Indeed, insofar as a statute runs counter to the fundamental law of
26 the land, it is superseded thereby.'

27 'No one is bound to obey an unconstitutional law and no courts are
28 bound to enforce it.'" [emphasis added]

1 40. As expressed once again in the U.S. Constitution, **Article VI:**

2 "This Constitution, and the laws of the United States which shall be made in
3 pursuance thereof; and all treaties made, or which shall be made, under the
4 authority of the United States, **shall be the supreme law of the land; and the**
5 **judges in every State shall be bound thereby**, anything in the Constitution
6 or laws of any State to the contrary notwithstanding."

7 41. All U.S. and State government officials are therefore hereby put on notice that
8 any violations of their contractual obligations and fiduciary duties to act in
9 accordance with their U.S. Constitution, may result in prosecution to the full
10 extent of the law, as well as the application of all available legal remedies to
11 recover damages suffered by any parties damaged by any actions of U.S. and
12 State government officials in violation of the U.S. Constitution.

13 **XI. Revocation of 'Power of Attorney':**

14 42. **Furthermore, I, Kevin: Walker**, proceeding *sui juris*, **In Propria Persona**, by
15 *Special Limited Appearance*, hereby **revoke, rescind, and make void ab initio**,
16 all powers of attorney, in fact or otherwise, implied in law or otherwise, signed
17 either by me or anyone else, as it pertains to the Social Security Number
18 assigned to, WALKER, KEVIN LEWIS, as it pertains to any BIRTH
19 CERTIFICATES/BANK NOTES, BONDS, TRUSTS, DEPOSIT ACCOUNTS,
20 SECURITIES, SECURITIES ACCOUNTS, INVESTMENTS, marriage or business
21 licenses, or any other licenses or certificates issued by any and all government or
22 quasi-governmental entities, due to the use of various elements of fraud by said
23 agencies to attempt to deprive me of my Sovereignty and/or property.

24 43. I, Kevin: Walker, proceeding *sui juris*, **In Propria Persona**, by *Special Limited*
25 *Appearance*, hereby waive, cancel, repudiate, and refuse to knowingly accept
26 any alleged "benefit" or gratuity associated with any of the aforementioned
27 licenses, numbers, or certificates. I do hereby revoke and rescind all powers of
28 attorney, in fact or otherwise, signed by me or otherwise, implied in law or

1 otherwise, with or without my consent or knowledge, as it pertains to any and
2 all property, real or personal, corporeal or incorporeal, obtained in the past,
3 present, or future. I am the sole and absolute legal owner and possess *allodial*
4 title to any and all such property.

5 44. **Take Notice** that I, Kevin: Walker, proceeding *sui juris*, **In Propria Persona**, by
6 *Special Limited Appearance* also revoke, cancel, and make **void ab initio** all
7 powers of attorney, in fact, in **presumption, or otherwise**, signed either by me or
8 **anyone** else, claiming to act on my behalf, with or without my consent, as such
9 power of attorney pertains to me or any property owned by me, by, but not
10 limited to, any and all quasi/colorable, public, governmental entities or
11 corporations on the grounds of constructive fraud, concealment, and
12 nondisclosure of pertinent facts.

13 **XII. 'Attorney-in-Fact' : Legal Authority and Recognition**

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

18 46. According to Bouvier's Law Dictionary, Black's Law Dictionary (1st, 2nd, and
19 8th editions), and the American Bar Association (ABA):

- 20 • An **attorney-in-fact** derives their authority from a written instrument,
21 commonly referred to as a "**power of attorney**."
- 22 • A **constituent** may lawfully delegate authority to an **attorney-in-fact** to act
23 in their place.
- 24 • This designation is distinct from an **attorney-at-law**, as it pertains to an
25 individual acting under a **special agency or letter of attorney** for particular
26 actions.
- 27 • Even individuals who are otherwise disqualified from acting in their own
28 legal capacity, such as minors or married women (historically referred to as

1 **femes coverts**), may act as an **attorney-in-fact** for others if they have the
2 necessary understanding.

3 **47. Black’s Law Dictionary** defines an attorney-in-fact as follows:

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

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

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

16 **XIII. Statutory and U.C.C. Recognition of ‘Attorney-in-Fact’ Authority**

17 **49.**The authority of an attorney-in-fact is explicitly recognized in various statutory
18 and commercial codes, reinforcing its binding nature:

- 19 • **U.C.C. § 3-402:** Establishes that an authorized representative, including an
20 attorney-in-fact, can bind the principal in contractual and financial
21 transactions.
- 22 • **28 U.S.C. § 1654:** Confirms that "**parties may plead and conduct their own**
23 **cases personally or by counsel**", reinforcing the Plaintiffs’ right to self-
24 representation and the use of an attorney-in-fact.
- 25 • **26 U.S.C. § 2203:** Recognizes executors, including attorneys-in-fact, in
26 matters of estate administration and tax liability.
- 27 • **26 U.S.C. § 7603:** Acknowledges that an attorney-in-fact may lawfully
28 receive and respond to IRS summonses on behalf of the principal.

- 1 • **26 U.S.C. § 6903:** Confirms that fiduciaries, including attorneys-in-fact, are
2 recognized in tax matters and are legally bound to act in their principal's
3 best interest.
- 4 • **26 U.S.C. § 6036:** Establishes that attorneys-in-fact can handle affairs related
5 to the administration of decedent estates and trust entities.
- 6 • **26 U.S.C. § 6402:** Grants attorneys-in-fact the authority to receive and
7 negotiate tax refunds and credits on behalf of the principal.

8 50. Plaintiffs have clearly presented a valid "**Affidavit: Power of Attorney In**
9 **Fact**" (Exhibit H), which lawfully confers the authority to act in this matter.

10 51. The legal principles established by the **UCC and statutory law further reinforce**
11 **the binding authority of Plaintiffs' affidavits and agreements.**

12 52. Defendants' assertion that a trust cannot be represented by an attorney-in-fact
13 contradicts well-established statutory, commercial, and legal principles.

14 53. By denying this legal reality, Defendants willfully engage in intentional
15 misrepresentation and mockery of long-standing legal doctrine, further
16 demonstrating their lack of credibility and bad faith in these proceedings.

17 **XIV. Claim of Entire ESTATE:**

18 54. I, Kevin: Walker, proceeding *sui juris*, **In Propria Persona, by Special**
19 **Limited Appearance**, having attained the age of majority and reason under
20 divine law competent first-hand witness to the truth and facts recited
21 herein, hereby makes a claim against the corpus, all property whether real
22 or personal, **tangible or intangible, all deposit accounts** blocked by
23 reason of presumption of death of Claimant, cash, credit lines, Credit
24 default swap, all federal funds, collateralized debt obligation, options,
25 derivatives, and futures received by the said court in the said county, state
26 and federal for the administration of the named estate, and all estates in
27 agency, including but not limited to KEVIN LEWIS WALKER, or by
28 whatsoever name the said ESTATE shall be called or *charged*.

1 55. THIS IS ACTUAL AND CONSTRUCTIVE NOTICE BY SPECIAL DEPOSIT FOR THE
2 BENEFIT OF THE SECURED PARTY/GRANTEE BENEFICIARY/CLAIMANT IN
3 THIS TRUST ACTION FOR THE CLAIMANT'S CLAIM: Notice of absolute claim of all
4 investment, commodity and trust deposit account contract with attached collateral and
5 proceeds to secure collateral, along with claim of TRADENAME/TRADEMARK,
6 COPYRIGHT/PATENT of the Name KEVIN LEWIS WALKER, my mind, body, soul of
7 infants, spirit, and Live Borne Record, and reject and **rebuke all assumptions and**
8 **presumptions** of being Property of any Cestui Que Vie Trust/ESTATE as mentioned
9 under CANON 2055-2056, and assignment of all debt obligations to the Office of
10 Secretary of the Treasury. Discharge all tax matters in accordance with but *not limited to*,
11 U.C.C. 1-103, 2-202, 2-204, 2-206, 3-104, 3-311, 3-601, 3-603, 9-104, 9-105, 9-150, 9-509,
12 and House Joint Resolution 192 of June 5 1933, public law 73-10, and 31 U.S.C. §§ 3123,
13 5118, and 18 U.S.C. 8.

14 56. I affirm that all of the foregoing is true and correct. I affirm that I am of
15 lawful age and am competent to make this Affidavit. I hereby affix my
16 own autograph to all of the affirmations in this entire document with
17 explicit reservation of all my *unalienable* rights and my specific common
18 law right not to be bound by any contract or obligation which I have not
19 entered into knowingly, willingly, voluntarily, and without
20 misrepresentation, duress, or coercion.

21 **Rejection of ALL Presumptions & Legal Assumptions**

22 57. Affiant, hereby rejects **any and all assumptions or presumptions** that:

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

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

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

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

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

16 **NOTICE of Rebuttal Requirements**

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

19 **NOTICE to Government Officials & Private Entities**

20 62. Any act, policy, regulation, statute, or court ruling that diminishes,
21 infringes upon, or usurps the People’s sovereignty is void, unlawful,
22 unconstitutional, and repugnant to the Constitution (*Marbury v. Madison*, 5
23 *U.S. 137 (1803)*).

24 63. Therefore, I, Kevin: Walker, a natural, *freeborn Sovereign*, state Citizen/*national*
25 of the **republic**, as recognized under the **De’Jure** Constitution for the United
26 States (1777/1789), proceeding *sui juris, In Propria Persona*, by *Special Limited*
27 *Appearance, hereby assert and affirm:*

- 28
 - **I am not a “subject” of the federal government.**

- 1 • I do not require permission to exercise rights granted by my Creator
- 2 (which is NOT You).
- 3 • Every Government official is a *public servant*, **not** ruler.
- 4 • The Bill of Rights serves as a restriction on government — **not** the People.
- 5 • Any action that compels Americans into involuntary servitude under
- 6 *contracts (implied, constructive, invisible and visible)*, unlawful taxation,
- 7 or compelled performance violates Constitutional and common law
- 8 protections.

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

11 65. "All are presumed to know the law." **San Francisco Gas Co. v. Brickwedel**
12 (1882), 62 C. 641; **Dore v. Southern Pacific Co.** (1912), 163 C. 182, 124 P. 817;
13 **People v. Flanagan** (1924), 65 C.A. 268, 223 P. 1014; **Lincoln v. Superior Court**
14 (1928), 95 C.A. 35, 271 P. 1107; **San Francisco Realty Co. v. Linnard** (1929), 98
15 C.A. 33, 276 P. 368.

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

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

20 68. "Public officials **are not** immune from suit when they transcend their lawful
21 authority by invading constitutional **rights**." — **AFLCIO v. Woodward**, 406 F2d
22 137 t.

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

24 70. **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE**
25 **EXPRESSED.** — "To lie is to go against the mind."

26 71. **IN COMMERCE TRUTH IS SOVEREIGN.** — Truth is sovereign -- and the
27 Sovereign tells only the truth.

28 72. **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.**

1 73. AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE. —

2 “He who does not deny, admits.”

3 74. AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN

4 COMMERCE. (Heb. 6:16-17;). “There is nothing left to resolve.”

5 75. WORKMAN IS WORTHY OF HIS HIRE. — “It is against equity for freemen
6 not to have the free disposal of their own property.”

7 76. HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT. (Book
8 of Job; Mat. 10:22) -- **Legal maxim:** “He who does not repel a wrong when he
9 can occasions it.”

10 Executed “*without the United States*” in compliance with **28 USC § 1746.**

11 FURTHER AFFIANT SAYETH NOT.

12 //

13 //

14 //

15 COMMERCIAL OATH AND VERIFICATION:

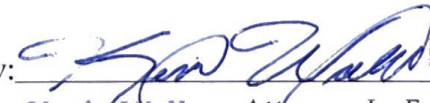
16 County of Palm Beach)

17) Commercial Oath and Verification

18 The State of Florida)

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

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

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

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

sui juris, By Special Limited Appearance,

6
7 By: Corey Walker (WITNESS)
8

sui juris, By Special Limited Appearance,

9
10 By: Steven MacArthur-Brooks (WITNESS)
11

12 //

13 **WORDS DEFINED GLOSSARY OF TERMS:**

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

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

1 is commonly referred to as your "agent" or "attorney-in-fact." With a valid power of
2 attorney, your agent can take any action permitted in the document. — See Bouvier's
3 Law Dictionary, volumes 1,2, and 3, page 282, Blacks Law Dictionary 1, 2nd, 8th, pages
4 105, 103, and 392 respectively, and the American Bar Association's website on 'Power
5 of Attorney' and 'Attorney-In-Fact'

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

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

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

1 some unjust advantage to the one party, or to cause an inconvenience or loss to the
2 other. in the sense of court of equity, properly includes all acts, omissions, and
3 concealments which involved a breach of legal or equitable duty, trust, or confidence
4 justly reposed, and are injurious to another, or by which an undue and
5 unconscientious advantage is taken of another. See Black’s Law Dictionary, 1st and
6 2nd Edition, pages 521-522 and 517 respectively.

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

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

13 //
14 //

15 **PROOF OF SERVICE:**

16 STATE OF CALIFORNIA)
17) ss.
18 COUNTY OF RIVERSIDE)

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

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

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

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

13 Clerk, Agent(s), Fiduciary(ies)
14 C/o CLERK OF THE COURT - U.S. DISTRICT COURT
15 3470 Twelfth Street, Room 134
16 Riverside, California [92501-3801]
17 **Registered Mail #RF775823027US**

18 Clerk, Agent(s), Fiduciary(ies)
19 C/o CLERK OF THE COURT - U.S. COURT OF APPEALS COURT
20 95 Seventh Street
21 San Francisco, California [94103-1526]
22 **Registered Mail #RF775823013US**

23 James R. McHenry III, Pam Bondi, Agent(s), Fiduciary(ies)
24 C/o OFFICE OF THE ATTORNEY GENERAL
25 950 Pennsylvania Avenue, North West
26 Washington, District of Colombia [20530-0001]
27 **Registered Mail #RF775823217US**

28 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
INVESTMENTS
950 Glenn Drive, suite #150
Folsom, California [95630]
Registered Mail #RF775823225US

Eric D Houser (SBN 130079), Neil J. Copper (SBN 277997)
C/o HOUSER LLP
9970 Research Drive

Irvine, California [92618]
Registered Mail #RF775823234US

Susanne M. Nicholson, Daniel J. Foster
C/o WILKE FLEURY LLP
621 Capital Mall, suite 900
Sacramento, California [95814]
Registered Mail #RF775823225US

Paul Gustafson,
C/o PHH MORTGAGE CORPORATION dba PHH MORTGAGE
SERVICES, OWEN FINANCIAL CORPORATION.
3000 Leadenhall Road
Mount Laurel, New Jersey [08054]
Registered Mail #RF775823234US

Devin Ormonde,
C/o PRIME RECON LLC
27368 Via Industria, Suite 201
Temecula, California [92590]
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@cad.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 Columbia [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 Fuerstenberg

C/o SIERRA PACIFIC MORTGAGE COMPANY INC / GREENHEAD
INVESTMENTS
950 Glenn Drive, suite #150

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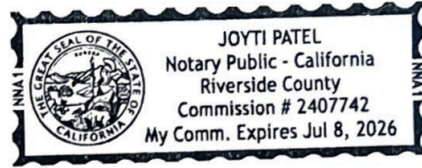
JURAT:

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.

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
Joytipatel Seal:



-Exhibit ZZ-

ALERT: SEVERE WEATHER IN THE SOUTHEAST AND CENTRAL U.S AND WINTER STORMS IN ...

USPS Tracking®

[FAQs >](#)

Tracking Number:

[Remove X](#)

RF775823013US

[Copy](#)

[Add to Informed Delivery \(https://informedelivery.usps.com/\)](https://informedelivery.usps.com/)

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Delivered

Delivered, Front Desk/Reception/Mail Room

SAN FRANCISCO, CA 94103

February 27, 2025, 10:19 am

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean? \(https://faq.usps.com/s/article/Where-is-my-package\)](https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates



Select what types of updates you'd like to receive and how. Send me a notification for:

Text

Email

All Below Updates

Expected Delivery Updates ⓘ

Day of Delivery Updates ⓘ