

## **ATTACHMENT J**

Notary Presentment via:

SUBPOENA DUCES TECUM

NOTICE OF FAULT/OPPORTUNITY TO CURE AND  
CONTEST ACCEPTANCE

AFFIDAVIY OF DEFAULT AND FINAL JUDGMENT/RES  
JUDICATA

Registered Mail No. RB 306 890 921 US

FROM: :Lenka: Koloma, sui juris  
c/o HC 69 Box 3029  
Santa Margarita, California [93453] – without U.S.

TO: Shirley N. Weber, PhD.  
California Secretary of State  
1500 11<sup>th</sup> Street  
Sacramento, California 95814

Dated this 25<sup>th</sup> day of January, 2023 A.D.

*Served via United States Post Office Registered Mail Return Receipt*

NOTICE TO AGENT IS NOTICE TO PRINCIPAL AND NOTICE TO PRINCIPAL IS  
NOTICE TO AGENT

Dear Shirley Weber,

I am serving the enclosed Subpoena on you through Notary Presentment and lodging it against the charter of NewRez LLC and their registered agent for service due to the fact that NewRez LLC is involved in system of CONSTRUCTIVE FRAUD for which we have dully requested certain documentation that would evidence the fraud and they have refused to comply with my requests to prove that I was loaned something of substance of theirs to validate the loan contract.

I am making this a matter of public record and should NewRez LLC refuse/ fail to provide the requested documentation and evidence shall constitute conclusively that there was nothing of substance loaned back to Lenka Koloma and it was actually Lenka Koloma's signature that funded the credit for the loan.

Thank you for your time and timely attention to this important matter.

Sincerely,



:Lenka: Koloma, sui juris

Registered Mail No. RB 306 890 952 US

FROM: :Lenka: Koloma, sui juris  
c/o HC 69 Box 3029  
Santa Margarita, California [93453] – without U.S.

TO: CSC Lawyers Incorporating Service  
Attn: Agent for Service  
2710 Gateway Oaks Drive, Suite 150 N  
Sacramento, CA 95833

cc: Shirley N. Weber, PhD.  
California Secretary of State  
1500 11<sup>th</sup> Street  
Sacramento, California 95814

Dated this 25<sup>th</sup> day of January, 2023 A.D.

*Served via United States Post Office Registered Mail Return Receipt*

NOTICE TO AGENT IS NOTICE TO PRINCIPAL AND NOTICE TO PRINCIPAL IS  
NOTICE TO AGENT

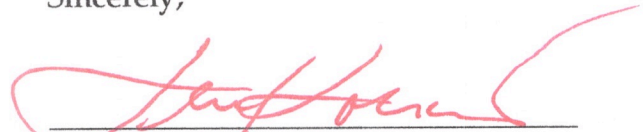
Dear Sir or Madam,

I am serving the enclosed Subpoena on you through Notary Presentment and lodging it against the charter of Freedom Mortgage Corporation and their registered agent for service due to the fact that Freedom Mortgage Corporation is involved in system of CONSTRUCTIVE FRAUD for which we have dully requested certain documentation that would evidence the fraud and they have refused to comply with my requests to prove that I was loaned something of substance of theirs to validate the loan contract.

I am making this a matter of public record and should Freedom Mortgage Corporation refuse/fail to provide the requested documentation and evidence shall constitute conclusively that there was nothing of substance loaned back to Lenka Koloma and it was actually Lenka Koloma's signature that funded the credit for the loan.

Thank you for your time and timely attention to this important matter.

Sincerely,

  
:Lenka: Koloma, sui juris



Registered Mail Number \_\_\_\_\_

FROM:

Douglas-William Hysell - Next Friend &  
Assistance of Counsel of Choice  
On behalf of Lenka Koloma - Woman  
c/o HC 69 Box 3029  
Santa Margarita, California state

TO:

Bruce J. Williams, Chief Executive Officer  
NewRez LLC  
1100 Virginia Drive, Suite 125  
Fort Washington, PA 19034

Dated this 24<sup>th</sup> day of February, 2023 A.D.

## SUBPOENA DUCES TECUM

NOTICE TO AGENT IS NOTICE TO PRINCIPAL AND NOTICE TO PRINCIPAL IS NOTICE  
TO AGENT

Dear Bruce J. Williams,

Lenka Koloma had served upon you 'WRIT IN THE NATURE OF DISCOVERY AND DISCLOSURE' dated November 16, 2022 via Certified Mail No. 7022 0410 0000 6419 5104 in which you were required by law to produce the specified documents that verify that a loan of substance was made to Lenka Koloma. You failed/refused to respond for which you were defaulted.

Again on December 16, 2022 Lenka Koloma served upon you 'NOTICE OF ADEQUATE ASSURANCE OF DUE PERFORMANCE' via Certified Mail No. 7022 0410 0000 6419 5265 for which again you were required to sign under penalty of perjury that you loaned Lenka Koloma something of substance as required by the contract and again you failed/refused and were again defaulted.

So now Mr. Bruce J. Williams you are given you one more chance to provide Lenka Koloma with proof of a loan. In order for a loan to take place it must be provable, so for that reason I am having this Subpoena issued for the records that identify the account that held your property, that was transferred to Lenka Koloma, that Lenka Koloma

received and was in care and custody and total control over, before the loan was made and that Lenka Koloma's application and following note did not fund the so-called loan.

You claim that you have a valid loan contract with Lenka Koloma and are attempting to attach Lenka Koloma's private property/land so according to law you must provide the records and proof of loan.

YOU ARE HEREBY SUMMONED to produce, ON OR BEFORE TEN (10) DAYS FROM THE DATE OF RECEIPT OF THIS SUBPOENA, a true and correct copy of the documents certified by the document custodian, and to mail or otherwise transmit exact the said documents to Notary Public, Susanna van Greunen, at c/o 1588 Fitzgerald Drive #187, Pinole, California [zip code 94564] without U.S.

The requested Documents may be delivered personally to Notary Public or by Mail or other carrier to arrive at the aforesaid location within ten (10) days from the date this Subpoena was served.

Definition of Documents required to validate and verify that something of substance of yours was loaned to Lenka Koloma. These Documents include but are not limited to:

1. 'Original Promissory Note' exposing the front and the back and marked with the Account Number 0039805114, with clear signatures and evidence associated with the Original Loan, indicating the exchange of **Substance** or **Specie** alleged to have been issued from you, Bruce J. Williams and/or your Agents/Employees/Assigns and given to Lenka Koloma; and
2. You, Bruce J. Williams and your Agents/Employees/Assigns are hereby 'Requested' to produce any 'Allonge'; any 'Bill of Exchange'; and any other 'Promissory Note' (exposing the front and the back) complete with any 'Affixations' or 'Allocations' attached to the original 'Borrower's Promissory Note' and used for 'Endorsements'; and
3. You, Bruce J. Williams and your Agents/Employees/Assigns are hereby 'Requested' to produce all Bookkeeping Journal Entries associated with the Loan bearing the Account Number 0039805114, and given to Lenka Koloma. Include the complete names, the addresses, the locations, and the business contacts of all the acting Trustee(s) and /or the Surety Holders; and
4. You, Bruce J. Williams and your Agents/Employees/Assigns are hereby 'Requested' to produce and to reveal the 'Deed of Trust' associated with the Original Loan issued from your Bank / Agency / Company / or Representative(s); and reveal all the other notes related in any way to Lenka Koloma; and



5. You, Bruce J. Williams and your Agents/Employees/ Assigns are hereby 'Requested' to produce evidence of the 'Insurance Policy' that was put in place on or against the Lenka Koloma's 'Promissory Note' and associated with the Loan bearing the Account Number 0039805114; and
6. You, Bruce J. Williams and your Agents/Employees/ Assigns are hereby 'Requested' to produce all 'Call Reports' and any other related 'Notes' or instruments made or constructed for the entire period covering the Loan; and
7. You, Bruce J. Williams and your Agents/Employees/ Assigns are hereby 'Requested' to produce evidence of the original 'Deposit Slip' issued for the Deposit of Lenka Koloma's 'Promissory Note' associated with the Loan; and
8. You, Bruce J. Williams and your Agents/Employees/ Assigns are hereby 'Requested' to produce the 'Original Order' authorizing the withdrawal of Funds from the Lenka Koloma's 'Promissory Note' Deposit Account; and
9. You, Bruce J. Williams and your Agents/Employees/ Assigns are hereby 'Requested' to produce the 'Account Number' and source from which the money came to 'Fund' the original 'Check' given to the 'Borrower'; and
10. You, Bruce J. Williams and your Agents/Employees/ Assigns are hereby 'Requested' to produce 'Verification' evidence, and proof that Lenka Koloma's 'Promissory Note' was a 'Gift' to you, Bruce J. Williams and your Agents/Employees/ Assigns from Lenka Koloma; and that the same was disclosed to Lenka Koloma; and
11. You, Bruce J. Williams and your Agents/Employees/ Assigns are hereby 'Requested' to produce the full and complete 'Name' and the 'Address' of the current 'Holder' of the Borrower's 'Promissory Note' associated with the Loan; and
12. You, Bruce J. Williams and your Agents/Employees/ Assigns are hereby 'Requested' to produce the full and complete 'Names' and the 'Addresses' of the 'Lender's CPA' and 'Auditor' or any other holder or record - keeper for the entire period covering the Execution of the Mortgage or Loan; and
13. You, Bruce J. Williams and your Agents/Employees/ Assigns are hereby requested to produce any and all records that identify the account that held your property that was transferred to Lenka Koloma and that Lenka Koloma received and was in custody, care and total control over before the loan could take place; and

YOU ARE NOW REQUESTED to produce these Documents under the concept of subpoena because Lenka Koloma has an established relationship with you, Bruce J. Williams and your Agents/Employees/Assigns and that legal relationship is proven by all the claims that you, your Agents/Employees/Assigns are making alleging that they made a loan which would have been a transfer of your property. Under the context of the contract that you have already declared to be valid Lenka Koloma has the right under UCC to see all of the records. Under the law you Mr. Bruce J. Williams and your Agents/Employees/Assigns are required to provide Lenka Koloma the records if you are attempting to attach Lenka Koloma's private property in order to prove your attachment. Because if not you are committing an unlawful conversion through a scheme of constructive fraud with bad faith and unclean hands rising to RICO violations.

YOU ARE HEREBY SUMMONED to produce, ON OR BEFORE TEN (10) DAYS FROM THE DATE OF RECEIPT OF THIS SUBPOENA, the aforementioned Documents certified by the document custodian, and to mail or otherwise transmit exact the said documents to Notary Public, Susanna van Greunen, at c/o 1588 Fitzgerald Drive #187, Pinole, California [zip code 94564] without U.S.

If anything in this Subpoena is inaccurate, notify me immediately and provide evidence to the contrary, or the name of the man/woman with firsthand knowledge that will sit on the witness stand in an open court of record under penalty of perjury subject to direct examination, and enter documents into the record as evidence, and the location of the witness for subpoena purposes and deposition; failure to provide a witness, shall constitute conclusively that there is no false or misleading information contained herein and this Subpoena can be relied upon as evidence of complicity and intent to cause injury and damages as stated; Failure to provide the witness information, shall be construed conclusive, agreed, and stipulated in any court in America, that the reports as published are true, correct, and reliable as evidence and all bonds shall be surrendered to the woman, for the injuries and damages suffered in this matter.

/a/ : Douglas-William + Hysell  
:Douglas-William: Hysell, Sui Juris,  
Next Friend/ Assistance of Counsel to :Lenka:  
Koloma, Woman



Certified Mail Number 7021 1970 0000 2933 8244

From: Susanna van Greunen, Notary Public  
c/o 1588 Fitzgerald Drive #187  
Pinole, California [zip code exempt 94564]  
without U.S.

To: Bruce J. Williams, acting as Chief Executive Officer  
NewRez LLC  
1100 Virginia Drive, Suite 125  
Fort Washington, PA 19034

RE: **Account Number 0039805114** (Serviced by LoanCare LLC)

Dated this 27<sup>th</sup> day of February, 2023

*Served via United States Post Office Certified Mail Return Receipt*

## NOTICE OF FAULT / OPPORTUNITY TO CURE AND CONTEST ACCEPTANCE

NOTICE TO AGENT IS NOTICE TO PRINCIPAL  
NOTICE TO PRINCIPAL IS NOTICE TO AGENT

i, Susanna van Greunen, the Undersigned caused to be sent to you a private communiqué, i.e.; 'NOTARY PRESENTMENT' for 'SUBPOENA DUCES TECUM' dated January 23, 2023 via Registered Mail Number RB 306 890 921 US, received and contractually accepted on February 6, 2023 A.D. at 11:28am concerning Lenka Koloma, an Honorable woman, Californian and one of the People, that has been and continues to be injured by your system of constructive fraud whom a correction is demanded in Loan/ Account Number 0039805114.

Should this matter go into default, said default becomes the 'agreement of the parties' (silence equals agreement). As the Respondent, you are now at fault. Should you fail/refuse to cure your fault in the next **seventy two (72) hour** grace period from the receipt of this Notice than you will agree, stipulate and confess to the following:



1. THAT, you were presented third and final notice dated January 23, 2023 to verify the loan No. 0039805114 by producing specific evidential documents that shows that you loaned Lenka Koloma something of substance of yours that Lenka Koloma took full custody, care and control of for there to be a loan by definition; and
2. THAT, you and your NewRez LLC Agents/Employees/ Assigns failed and refused to produce the evidence and verify the loan as required by law; and
3. THAT, after months and two official requests in writing this being the third your refusal and your silence is acquiescence which serves as your admission, stipulation and confession without objection that there was no loan made to Lenka Koloma; and
4. That through you acquiesce you agreed, stipulated and confessed that Lenka Koloma is the actual Lender; and

You failed to perform after receiving said NOTICE and you failed to perform by providing the requested correction after receiving the said 'NOTARY PRESENTMENT' from the Undersigned per your receipt and acceptance thereof on February 6, 2023 A.D. via United States Post Office Registered Mail Number RB 306 890 921 US, received and contractually accepted on February 6, 2023 A.D.

**This NOTICE OF FAULT is to inform you that at this time you are in FAULT.**

You are hereto given additional seventy two (72) hour grace period from the receipt of this Notice to cure this fault. Should you fail/refuse to cure this fault you will be agreeing, stipulating and confessing to the facts stated above and to all of the issues raised in the above-mentioned 'SUBPOENA DUCES TECUM'. You have the right to cure this fault and perform according to said terms within **seventy two (72) hour** from the receipt of this Notice.

Should you fail to cure your fault, this Notice and the Undersigned's following Affidavit will establish the fact on the record of your acceptance, agreement, general acquiescence to the matter established upon your silence and your failure pursuant to and relative to UCC, State Statute/case law and otherwise you agree that you will violate my federally protected consumer rights.

Your fault to the above mentioned NOTICE is now establishing a fact that you **INTENTIONALLY** mislead and deceive People in this instance, Lenka

Your fault to the above mentioned NOTICE is now establishing a fact that you INTENTIONALLY mislead and deceive People in this instance, Lenka Koloma, by the careless training of your company employees which attaches to personal liability for failure to act in accordance with the organic law and rights of people, and by the principle of "common cause" to enforce a public right.

Faults have now resulted from the following Officials / Respondents:

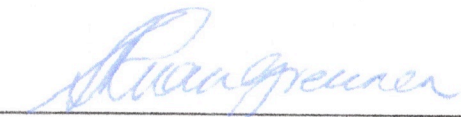
Bruce J. Williams d/b/a BRUCE J. WILLIAMS

**Conclusion & Judgment:**

Since "A Declaration is not contested in a timely manner, is considered undisputed facts as a matter of law." Pursuant to [Morris v NCR, 44 SW 2d, 433]; and "Indeed, no more than (an affidavit/declaration) is necessary to make the prima facie case" [United States v Kis 658F .2d. 526. 536 (1981)] and Maxim of Law "Declaration after thirty days becomes the final judgment in commerce"; and so this matter stands res judicata and stare decisis, if no one responds with sufficient evidence in support within 30 days of original receipt, and thereby fully admitting to the entirety of this Declaration and fraud through their tacit consent.

Notice of Liability pursuant to Title 18 USC Section 2333, 18 USC 1341, 18 USC 1342 and Foreign Sovereign Immunities Act Section 1605 and 1607 is given herein in consideration of any trespass violations against Lenka Koloma which becomes a self executing contract by any further actions or violation conducted by you and/or your agents.

All Rights Reserved Without Prejudice



Susanna van Greunen, Notary Public



Certified Mail Number 7021 1970 0000 2933 8282

From: Susanna van Greunen, Notary Public  
c/o 1588 Fitzgerald Drive #187  
Pinole, California [zip code exempt 94564]  
without U.S.

To: Bruce J. Williams, acting as Chief Executive Officer  
NewRez LLC  
1100 Virginia Drive, Suite 125  
Fort Washington, PA 19034

RE: **Account/Loan Number 003 980 5114** (Serviced by LoanCare LLC)

Dated this 17<sup>th</sup> day of March, 2023 A.D.

*Served via United States Post Office Certified Mail Return Receipt*

## **AFFIDAVIT OF DEFAULT AND FINAL JUDGMENT / RES JUDICATA**

NOTICE TO AGENT IS NOTICE TO PRINCIPAL  
NOTICE TO PRINCIPAL IS NOTICE TO AGENT

i, Susanna van Greunen, the Undersigned caused to be sent to you a private communiqué, i.e.; 'NOTICE OF FAULT/OPPORTUNITY TO CURE AND CONTEST ACCEPTANCE' via USPS Certified Mail Number 7021 1970 0000 2933 8244 which was received on March 6, 2023 at 9:55am. This Notice was providing you with additional three (3) day grace period before going into default on 'SUBPOENA DUCES TECUM' dated January 23<sup>rd</sup>, 2023 sent to you via Registered Mail Number RB 306 890 921 US, received and contractually accepted on February 6, 2023, 2023 A.D. at 11:28am concerning Lenka Koloma, an Honorable woman, Californian and one of the People, that has been and continues to be injured by your system of constructive fraud whom a correction is demanded in Loan/Account Number 003 980 5114..

This Affidavit of Default and Res Judicata is to inform you that at this time **you are in DEFAULT** and have agreed, stipulated and confessed without an objection to the following facts:

1. THAT, you were presented third and final notice dated January 31, 2023 to verify the loan No. 003 980 5114 by producing specific evidential documents that show that you loaned Lenka Koloma something of substance of yours that Lenka Koloma took full custody, care and control of for there to be a loan by a definition; and
2. THAT, you and your NewRez LLC Agents/Employees/ Assigns failed/refused to produce the material evidence and verify the loan as required by law; and
3. THAT, you and your LoanCare LLC Agents/Employees/ Assigns instead keep responding with voluminous documents such as one dated March 6, 2023 from agent named Julie Burris that have nothing to do with verifying that there was ever a loan and if there was no loan there can be no valid mortgage, RESPA, REIT or any other public policy/procedures that you are referencing in the papers you continue to waste our time with in an attempt to confuse, mislead and further deceit; and
4. THAT, you and your LoanCare LLC Agents/Employees/ Assigns have automated calls set up to one of Lenka Koloma's contact numbers every day to have her return a call to someone who is never there and never can be reached in order to stole for time while you try to fabricate a foreclosure on Lenka Koloma's account; and
5. THAT, you and your LoanCare LLC Agents/Employees/ Assigns continue to send misleading letters referring to RESPA which does not apply if the referenced loan cannot be verified; and that you continue to send a copy of the 'Note' that is not the original and you failed/refused to swear under penalty of perjury that you are a holder-in-due-course/owner of the original Note; and
6. THAT, you and your LoanCare LLC Agents/Employees/ Assigns refused/failed to offer Lenka Koloma forensic audit of the account to confirm something of substance of yours was loaned to Lenka Koloma; and
7. THAT, you and your LoanCare LLC Agents/Employees/ Assigns stated in writing that the Note of Lenka Koloma was sold to FeanieMae who created a trust without Lenka Koloma's consent or knowledge which



separated the financial instrument and makes the contract null and void;  
and

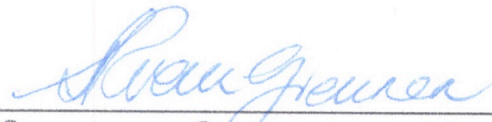
8. THAT, after months of recorded phone calls and three written requests your refusal and your silence is acquiescence which serves as your admission, stipulation and confession without objection that there was no loan made to Lenka Koloma; and
9. THAT, through your acquiesce you agreed, stipulated and confessed that Lenka Koloma is the actual Lender; and

Your failure to provide the verification and documentation that a loan was ever made over the last ninety (90) days conclusively proves that there was no loan and therefore no mortgage for you to service.

Respondents failed to contest acceptance and are therefore in agreement by Respondents silence and 'general acquiescence' to the facts expressed in this Affidavit as they stand un-rebutted on the record and the matter is Res Judicata and that Respondents become liable to Affiant in accordance to a Fee Schedule made part of Notice of Fault dated December 16, 2022 served via Certified Mail Number 7022 0410 0000 6419 5272, received and contractually accepted on December 20, 2022.

Notice of Liability pursuant to Title 18 USC Section 2333, 18 USC 1341, 18 USC 1342 and Foreign Sovereign Immunities Act Section 1605 and 1607 is given herein in consideration of any trespass violations against Lenka Koloma which becomes a self executing contract by any further actions or violation conducted by you and/or your agents.

All Rights Reserved Without Prejudice



Susanna van Greunen, Notary Public