

Supreme Court, U.S.
FILED
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IN THE
UNITED STATES SUPREME COURT

NO. 25A 1157

CALVIN GARY WALKER _____ **PETITIONER**

vs.

THE STATE OF TEXAS _____ **RESPONDENT**

APPLICATION FOR A STAY

On Appeal from the Fifth Circuit Court of Appeals
Cause no. 26-40010

The Clerk, Supreme Court of the United States,
1 First St. NE
Washington, D.C. 20543

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Calvin B. Walker
April 13, 2026

IN THE UNITED STATES SUPREME COURT

U.S. Supreme Court Case NO. TBD

Appellate Case NO. 26-40010

Federal Court Case No. 1:25cv358

Trial Court Case No. F14-19966

APRIL 13, 2026

Calvin G. Walker

vs.

The State of Texas

“EMERGENCY” APPLICATION FOR STAY PENDING THIS SUPREME COURT’S FINAL OPINION ON THE WRIT OF CERTIORARI

To the Honorable Justices of the United States Supreme Court:

Dear Justice Samuel A. Alito, Jr.,

As a pro se litigant, I respectfully request that this Court grant a stay pending the issuance of an opinion concerning my Writ of Certiorari.

Currently, my petition has not been assigned a docket number. Pursuant to the Supreme Court's procedures for submitting petitions and related documents, my application for a Writ of Certiorari remains in circulation and has not yet reached the Clerks of the Court.

CASE FACTS AND PROCEDURAL HISTORY

This matter was previously presented before the United States District Court for the Eastern District of Texas, and the Fifth Circuit Court of Appeals where the request for a stay was denied. The accompanying documents demonstrate that I have exhausted all available avenues for review by both courts, each of which has declined to grant a stay. Consequently, I now submit my case to this Court for consideration.

This emergency application respectfully requests a stay of the orders issued by the district court and the Fifth Circuit Court of Appeals, which—without explanation—denied relief associated with the state court’s judgment revoking community supervision, as well as the state's anticipated action to revoke the appeal bond.

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This stay is sought pending a final determination by the United States Supreme Court regarding my petition for writ of certiorari.

STATEMENT OF THE CASE

On May 4, 2011, I was charged in the United States District Court for the Eastern District of Texas in a 37-count indictment related to my work for the Beaumont Independent School District. CR at 34. That case was tried to a jury in December of 2012, but the jury was unable to reach a unanimous verdict on any count and a mistrial was declared. CR at 33. Shortly after the mistrial, the United States offered me a plea agreement that included the dismissal of federal charges if I pleaded guilty to a **state** misdemeanor offense. CR at 63-64, 87-88. I refused the first Agreement but accepted the second agreement of “Willfully failing to pay a tax due and owing, agreed to pay restitution and a term of probation”, after, my attorney Dick DeGuerin consulted with the, then, District Attorney, Tom Maness, on whether he had plans to pursue charges against me in state court after I had accepted the federal plea agreement? He told Mr. DeGuerin that “he was aware of the plea agreement and that he had no plans to pursue charges against me in state court if I accepted the federal plea agreement”. Included in the agreement was a turnover of \$3.4 million, plus interest totaling \$4.2 million, and accepting a 5-year term of federal probation.

The day after sentencing, Mr. Maness was quoted in the Beaumont Enterprise as giving a statement similar to the one he gave to Mr. DeGuerin. According to the newspaper, Mr. Maness said, “that if new evidence is presented, the federal government or the state could file new charges. He added, “however, that it is rare for the state to take on a case already bought to a federal court.” CR at 85. In spite of Mr. Maness's assurance that no state charges would be filed.

Two years after Mr. Maness's retirement, on July 29, 2014, his successor, Cory Crenshaw, filed charges against me in state court for securing the execution of a document by deception. This occurred five years after the alleged conduct and subsequent to federal proceedings based on the same actions, which had previously resulted in a mistrial and a plea agreement to a misdemeanor offense. Pursuant to the federal plea agreement, I remitted \$3.4 million, along with accrued interest, in annuities to the federal government. Under this agreement, these funds were allocated by the United States to cover all court-ordered restitution, fines, special assessments, and any potential tax liabilities owed for the tax years 2008, 2009, and 2010.

- ***This probation revocation is tied directly to my pending writ of certiorari.***

The defense team expressed significant concern regarding the breach of the plea agreement. During the course of the state case, two pre-trial writs of habeas corpus were filed, both addressing issues related to double jeopardy. See *Ex Parte Walker*, 489 S.W.3d 1 (Tex. App.-Beaumont 2016, pet. ref'd) (discussing the “sham” exception to the dual sovereignty doctrine);

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Ex Parte Walker, NO. 09-17-00472-CR, 2018 WL 1864618 (Tex. App. Beaumont Apr. 18, 2018, pet. ref'd) (analyzing the separate sovereign's exception to the Double Jeopardy Clause).

The Trial Counsel did not acknowledge or address the due process concern that emerged when I relied upon Mr. Maness's assurance that state charges would not be pursued if I accepted the federal plea agreement, only for his successor to take an opposing course of action.

Additionally, I submitted legal arguments to the District Court in support of my claim regarding ineffective assistance of counsel, emphasizing that counsel failed to raise this issue prior to trial (CR at 9-22). Furthermore, I requested a hearing from the trial court (CR at 4, 22).

On October 1, 2019, the state achieved a conviction. Upon delivery of the punishment verdict, the trial court orally pronounced sentence, imposing a 10-year term of confinement, which was suspended, resulting in placement on standard probation for 10 years and a \$10,000 fine. 09-20-00011 8 RR at 137-39. The judgment did not address restitution nor indicate that restitution would be included as part of the punishment. *Id.* The court expressly stated that the imposed fine would not be suspended and would be incorporated into the judgment. *Id.* at 137. Furthermore, although the State requested “as a condition of probation that the defendant be required to serve 6 months upfront day for day [,]” restitution was not referenced during the hearing. *Id.* The Court indicated, “[w]e’ll have a hearing on what conditions of probation this Court intends to assess...” *Id.*

The court’s oral pronouncement of sentenced was reflected in a written judgment on October 1, 2019, which included the \$10,000 fine, but specifically did not order restitution and stated: “Restitution payable to: N/A.” CR at 762. The judgment left the restitution space blank. *Id.*

On November 6, 2019, the Court informed me for the first time that it intended to enter a restitution order. 09-20-00011 9 RR at 4-8. Counsel objected on the ground that the oral pronouncement of sentence and the written judgment did not contain an order of restitution, and that restitution could not be ordered after-the-fact. *Id.*

On November 9, 2019, the court entered a Community Supervision Order, requiring me to “[p]ay the amounts shown in this order in the manner set out in this order.” CR at 933-935. The order did not list an amount of restitution, instead, it said T.B.D. *Id.* The order did not set out the rate at which restitution should be paid. *Id.*

Ultimately, the Court held a restitution hearing on January 8, 2020 – 99 days after the oral pronouncement of sentence and original written judgment was entered. 09-20-00011

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11 RR at 5-93. The Court entered a restitution order and a *Judgment Nunc Pro Tunc* on January 8, 2020, ordering that I pay BIRD \$1,172,656.01 in restitution. CR at 811-815.

The Court ordered me to pay \$1,172,656.01 in restitution. *Id.* at 79. The *nunc pro tunc* judgment was entered that same day, stating the sentence was imposed 99-days prior, on October 1, 2019. CR at 1049. After the January 8th hearing, the Court signed an order of restitution, which did not contain a restitution amount or a monthly amount to be paid. CR at 1053. After direct appeal ended, the Court filed an “order amending conditions of probation” adding 180 days in the county jail as a condition of probation, and that the restitution “to be paid in this cause was announced as \$ 1,172,656.01.” CR at 61. I had not identified any filing or court order in which the Court identified a monthly amount of restitution to be paid.

During this time, I filed a Writ of Habeas Corpus highlighting concerns regarding ineffective assistance of counsel and violations of constitutional due process—matters currently under review by this court. This filing attracted considerable attention.

The Court held a hearing on November 8, 2022, during which my probation formally began. See 8 RR. The hearing was continued until November 10, 2022, when the Court explained “we will begin his probation today.” 3 RR at 4. The trial court explained that “we will, through the probation office, determine how you will be able to pay that in installments based upon your income level and your financial situation, Mr. Walker.” 3 RR at 14-15.

The court had the probation officer set the monthly amount I was to pay. Well knowing I was only receiving \$2,125 per month from Social Security payments and that there was no evidence or proof that I had more income than I was reporting to her. *Id.* at 33-35. She also explained how she calculated the amount I was in arrears: “in order for it to be paid in full by that date, he should have started paying approximately -- from the beginning of probation, he needed to pay approximately \$9500 per Month.” *Id.* at 36. This is the only reference to the monthly restitution that I was supposed to be paying, and there is no evidence that I, who was making \$25,740 a year from social security, could make such a payment. *Id.* at 35.¹ Also, the probation officer suggested she had not actually asked me to pay this amount each month. *Id.* at 36.

The Court interjected that this was “the most prolific restitution amount that the Court has been involved with in its 19 years.” *Id.* at 37. Defense counsel noted “[i]t's set up for failure, in other words” and the court opined “[t]he failure is failing to pay what you can.” *Id.*

¹ The yearly amount of restitution, which was apparently calculated by the probation office, would have been \$114,000. This amount is 4.4 times greater than my social security income.

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Probation claimed that, regarding restitution, “[a]s of today he is delinquent \$293,370.” *Id.* at 24. The Court revoked my probation, making the following findings:

The court addressed me and faulted me for not signing over community property (that was also under bankruptcy court) over to BISD sooner (despite their noninvolvement in the proceedings). BISD has never claimed to be victimized by me. They even refused to take funds in federal court stating, “we have no evidence of Mr. Walker defrauding us”.

The Court stated “[y]ou, like all defendants who are ordered to pay obligations under law, have to figure it out, sir.” *Id.* at 128. The Court ruled: “And, thus, again, the motion is granted; and you are hereby sentenced to confinement of nine and a half years.” *Id.* at 129.

The State, unlike when sentenced was originally pronounced, asked that the remainder of restitution be part of the judgment, and the Court stated “[i]t shall be.” *Id.* at 131. The court continued me on bond but ordered a hearing every few weeks concerning my continuing to pay restitution. The prosecution believed the court would lose jurisdiction during the appeal process. *Id.* The prosecution did not believe the court could continue to require restitution while I am appealing the revocation, and that the turnover order could not be enforced. *Id.* at 132.

The Court continues to extract restitution after the notice of appeal is filed.

The trial court continues to require restitution during the pendency of this appeal. On May 22, 2025, the Court held a hearing and set appeal bond conditions. CR at 57-60. As relevant here, the order included: “Accordingly, the defendant, Calvin Gary Walker, is hereby ORDERED as a condition of his bond herein to seek and maintain suitable employment in order to pay restitution to BISD pending the course of the appellate process.” *Id.* The order does not specify a monthly amount of restitution owed monthly. Since that date, and before I filed a memorandum challenging the revocation of my appeal bond in early November of 2025, I borrowed from family and friends and paid \$7,741.25 in restitution. Supp. CR at 89-92.

In the past few months, the trial court held various settings. On August 25, 2025, the trial court learned that I had a lead on selling an exempt work truck, and that I had lost a job I recently obtained (but was going to be earning \$500 a month working for my son’s company), and warned me “[i]f the Court finds that you’re not doing all you can and it can be -- some things better, producing income to pay to the victims, if this Court’s not satisfied, the bond is going to get revoked.” Supp. RR Vol 1 at 13-14. It is unclear how much I was supposed to be paying a month, or how I could pay more on my social security

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payments and making \$500 a month working for my son. On October 15, 2025, the Court held another setting. Supp RR Vol 2. I sold a truck and applied all money, minus GPS monitoring fees, towards restitution. *Id.* at 6-7. The Court ordered me to sign quitclaim deeds for my exempt properties owned by my ex-wife and I, to which counsel objected on various grounds. *Id.* at 8-12. The Court told me “[i]t’s a condition of my bond while on release”. “You can either sign it, or your bond is revoked right now.” *Id.* at 12. Signing quit claim deeds for my exempt property was not a condition of bond on appeal. CR at 229-32. Counsel objected to the amendment of bond conditions. Supp RR Vol 2 at 13.

The Court explained it intended to revoke my bond:

Now, I've got Mr. Walker here. He's on bond. I don't like sticking my neck out when there has been such a paltry return as completely different from what has been promised. I'm inclined to allow Mr. Walker three more weeks of you can -- he can talk with you, but this is -- I'm going to --I intend to revoke the bond. So, he will be treated like everyone else, especially in light of the fact that the promises that have been made to this Court have not been fulfilled. That's what we call fair.

Id. At 24-25. Counsel requested written notice related to the purported bond revocation, and the Court responded: “You're getting a notice right now. This Court can revoke his bond for good cause, and this Court has already articulated what I think is good cause.” *Id.*

Another hearing was held on November 7, 2025. I agreed to sign quit claim deeds for my property, and in exchange the Court agreed to leave me on bond pending appeal. As part of this agreement, the Court stated it would credit me the value of my property as determined by the taxing authority towards restitution. I had my properties listed for sale for \$425,000.00. I was forced to turn them over for \$160,000.00 or “go to jail today”. Of course, I took the deal and the court agreed to leave me out on bond if he paid \$1,000 in restitution per month. This was the first time the Court ever set a firm restitution amount based on my ability to pay by borrowing the funds from family and friends every month, but the Court added in (over objection) that bond would be revoked if I did not meet a vague good faith test regarding my restitution payments. See Supp. RR, Nov. 7, 2025.

Summary of the Argument

My trial council argued “Because Mr. Walker could not pay the full amount of his required monthly restitution his community supervision cannot be revoked under the Fourteenth Amendment to the United States Constitution, as his failure to pay was not intentional or willful. The trial court abused its discretion by failing to utilize the factors established by Texas Code of Criminal Procedure art. 42.037 (h), by delegating the required

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monthly payment amount to the probation office, by amending Mr. Walker's probation requirements and applying a vague "reasonable efforts" test, and by revoking Mr. Walker's probation despite the clear evidence that he was unable to pay the required \$9,500 monthly restitution. The trial court's revocation of the Appellant's community supervision should be reversed".

The upcoming hearing is scheduled for May 29, 2026, and the court has indicated its intention to revoke my bond without providing justification.

THE STAY FACTORS:

After reviewing the documentation provided on the Supreme Court's website and considering the "Nature of Supreme Court's Review," it is advisable for every petitioner seeking a writ of certiorari to thoroughly examine the *considerations governing review of certiorari* as outlined in Rule 10. The criteria for granting review include: 1). the existence of a *conflict* between the decision for which review is sought; and 2). a decision of *another* appellate court addressing the *same issue*. A principal function of the Supreme Court is to *resolve disagreements among lower courts regarding specific legal questions*. The Court has established protocols and maintains its reputation by adhering strictly to these procedures. I am confident that my petition for certiorari will be given due consideration for review.

Likelihood of Certiorari:

There exists a clear conflict regarding legal interpretation and rulings between the Pennsylvania Supreme Court and the Ninth Circuit Court of Appeals, located in Beaumont, Texas.

On February 17, 2005, in the Bill Cosby case, Bruce Castor, Esquire, employed language nearly identical to that used by Tom Maness when discussing the decision not to prosecute. He addressed the media using similar wording to convey their intent not to pursue prosecution.

Given Tom Maness's assurances, I ultimately decided to concede. To my detriment, the matter involved turning over my life savings of \$4.2 million, I entered a guilty plea to a tax-related misdemeanor, which resulted in five years of federal probation, 1,000 hours of community service—including cemetery maintenance—and the loss of my electrical license, which led to the closure of my electric company.

- **In the Court of Appeals Ninth District of Texas at Beaumont.** The memorandum Opinion delivered April 2, 2025. (Unpublished) By, W. Scott Golemon. *Chief Justice*.

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ANALYSIS

Page 16, 1st paragraph, “Again, the *evidence Walker submitted* to support his habeas application does not support a promise by Maness to never prosecute Walker. *The evidence only suggests that at the time of the statement, Maness had no plans to bring state charges against Walker.*” This is what I relied on.

- **In the United States District Court for the Eastern District of Texas, Beaumont Division.** On October 16, 2025 *The Magistrate Judges Report and Recommendations*, pg.10 second paragraph Magistrate Judge, Christine Stetson, clearly shows my evidence has merit. She stated: “*at most, the evidence shows that Mr. Maness did not intend to pursue state charges at the time petitioner entered into the federal plea agreement*, But Mr. Maness did not make a binding promise to forego state charges in the future”.
- **In the United States Court of Appeals for the Fifth Circuit.** On March 20, 2026 United States Circuit Judge, Priscilla Richman, followed suit from the lower courts.
- **In the United States Court of Appeals for the Fifth Circuit.** On the rehearing. Again, followed suit.

As lower courts formulated their opinions, the Pennsylvania Supreme Court’s Opinion—which had been published on February 17, 2005, and submitted as evidence—was disregarded.

I respectfully request that the Court grant a stay of judgment regarding the revocation of probation, as well as any actions to revoke my appeal bond in the absence of sufficient cause. Furthermore, I ask that this stay encompass the suspension of both probation reporting obligations and restitution payments to the Beaumont Independent School District until the Supreme Court issues a final determination on my writ of certiorari.

I further, respectfully urge the Court to consider issuing the requested stay, which may protect or uphold this court's judgments and mitigate potential hardships.

Line 6 of the Order on Appeal Bond Conditions clearly states: "The court will not wait for a mandate. After the Ninth Court of Appeals issues its ruling, if the appeal is unsuccessful, I must commence serving the nine-and-a-half-year prison sentence, regardless of this court’s decisions." Based on my understanding, success with the Ninth Court of Appeals in this matter is unlikely. There will be no substantial injury to any other parties, and the public can put this matter behind them.

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The Writ of Certiorari, filed in this matter is clear and straightforward. Therefore, should this Court rule favorably after enforcement of state judgments, the absence of a stay would result in irreparable harm, including unwarranted incarceration that cannot be remedied. Communicating with this court while filing pro se from prison would pose significant obstacles.

REQUEST:

I respectfully request that this Court grant a stay of the lower courts' denial—issued without explanation—pending this Court's final determination on the merits of my Writ of Certiorari. The state court has indicated its intent to revoke my bond and has expressed dissatisfaction with the filing and progress of the Writ of Certiorari outside Texas courts. The bi-monthly hearings have been markedly adversarial.

PRAYER:

I respectfully pray that this Court grant my motion for a stay of the lower court's ruling, which denied relief without providing reasoning, until such time as the Supreme Court has rendered a final decision on my Writ of Certiorari. Failure to grant a stay could result in consequences that are not subject to reversal or remedy, including the irrevocable loss of time. Proceeding pro se from prison greatly impairs the ability to communicate effectively with the Court.

Respectfully submitted,

Calvin G. Walker Date: April 13, 2026

Email: Calvinwalker5@outlook.com

PH. (337)244-0801

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**Additional material
from this filing is
available in the
Clerk's Office.**