App a.

UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

Everett McKinley Dirksen United States
Courthouse
Room 2722 - 219 S. Dearborn Street
Chicago, Illinois 60604
Office of the Clerk Phone: (312) 435-5850
www.ca7.uscourts.gov

FINAL JUDGMENT
March 14, 2019

Before: FRANK H. EASTERBROOK, Circuit
AMY C. BARRETT, Circuit Judge
MICHAEL B. BRENNAN, Circuit Judge

Nos.: 18-2702, 18-2703, 18-2704, 18-2705,
18-2706, 18-2707, 18-2708, 18-2709, 18-2710,
18-2711, 18-2712, 18-2713, 18-2714, 18-2715,
18-2716, 18-2717, 18-2718, and 18-2719

STEVEN E. DAVIS, et al., Plaintiffs-Appellants

v.

BANK OF AMERICA CORPORATION, et al.,

Defendants-Appellees.

Appeals from the United States
District Court for the
Northern District of Illinois Eastern Division.

No.17 C 7714 Charles P. Kocoras, Judge On consideration of the papers filed in these appeals and review of the short records, IT IS ORDERED that all nineteen of these appeals are DISMISSED for lack of jurisdiction. Twenty-five plaintiffs in this case filed nineteen notices of appeal on August 6, 2018, seeking review of judgment entered

on December 5, 2017, and an order denying a motion to reopen the case that was entered on December 14, 2017. Rule 4(a) of the Federal Rules of Appellate Procedure, however, requires that a notice of appeal in a civil case, such as the one filed this case, should be filed in the district court within 30 days of the judgment or order appealed. All the notices of appeal was filed on the same day-August 6, 2018. As such, these appeals are about seven months late as to both the December 5, 2017, judgment and the December 14, 2017 order.

The court further notes that the district court has Not granted an extension of the appeal period, see Rule 4(a)(5), and this court is not empowered to do so. See Rule. The petition for rehearing is therefore DENIED.

App B.

UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

Everett McKinley Dirksen United States Courthouse
Room 2722 - 219 S. Dearborn Street
Chicago, Illinois 60604
Office of the Clerk Phone: (312) 435-5850
www.ca7.uscourts.gov

JUDGMENT
March 5, 2019

Before: FRANK H. EASTERBROOK, Circuit
AMY C. BARRETT, Circuit Judge
MICHAEL B. BRENNAN, Circuit Judge

Nos.: 18-2701,18-2702, 18-2703, 18-2704, 18-2705, 18-2706, 18-2707, 18-2708, 18-2709, 18-2710, 18-2711, 18-2712, 18-2713, 18-2714, 18-2715, 18-2716, 18-2717, 18-2718, and 18-2719

STEVEN SEGURA, et al., Plaintiffs-Appellants

v.

BANK OF AMERICA CORPORATION, et al.,

Defendants-Appellees.

Appeals from the United States
District Court for the
Northern District of Illinois Eastern Division.

Eastern Division. No. 17 C 7714 Charles P.
Kocoras, Judge. On consideration of the papers filed in these appeals and received of the short records,

IT IS ORDERED that all nineteen of these appeals are DISMISSED for lack of Twenty-five plaintiffs in this case filed nineteen notices of appeal on August 6, 2018, seeking review of the judgment entered on December 5, 2017, and an order denying a motion to reopen the case that was entered on December 14, 2017. Rule 4(a) of the Federal Rules of Appellate Procedure, however, requires that a notice of appeal in a civil case, such as the ones filed in this case, should be filed in the district court within 30 days of entry of the judgment or order appealed.
All the notices of appeal were filed on the same

day – August 6, 2018. As such, these appeals are
about seven months late as to both the December 5, 2017 judgment and the December 14, 2017 order. The court further notes that the district court has not granted an extension of the appeal period, see Rule 4(a)(5), and this court is not empowered to do so. See Rule 26 (b).

App C

UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

Everett McKinley Dirksen United States
Courthouse
Room 2722 - 219 S. Dearborn Street
Chicago, Illinois 60604
Office of the Clerk Phone: (312) 435-5850
www.ca7.uscourts.gov

NOTICE OF ISSUANCE OF MANDATE
March 5, 2019

To: Thomas G. Bruton
UNITED STATES DISTRICT COURT
Northern District of Illinois
Chicago, IL 60604-0000

Nos.18-2702: STEVEN E. DAVIS,
Plaintiff – Appellant et, al
v.
BANK OF AMERICA CORPORATION, et al.,
Defendants-Appellees.

18-2703: DARRYL E. BELL, *et al.*,
v. Plaintiff – Appellant et, al
BANK OF AMERICA CORPORATION, *et al.*,
Defendants-Appellees.

18-2704: ELIZABETH ROBINSON *et, al.*,

Plaintiff - Appellant

v.

BANK OF AMERICA CORPORATION, *et al.*,
Defendants-Appellees.

18-2705: LARRY BROWN, *et al.*,
Plaintiff - Appellant

v.

BANK OF AMERICA CORPORATION, *et al*
Defendants-Appellees.

18-2706: PEGGY L. STRONG *et, al.*,
Plaintiff - Appellant

v.

BANK OF AMERICA CORPORATION, *et al.*,
Defendants-Appellees.

18-2707: LOUIS G. BARTUCCI, *et, al.*,
Plaintiff - Appellant

v.

BANK OF AMERICA CORPORATION, *et al.*,
Defendants-Appellees.

18-2708: DENNIS F. MARTINEK, *et, al,.*
Plaintiff - Appellant

v.

BANK OF AMERICA CORPORATION, *et al.*,
Defendants-Appellees.

18-2709: JEFFREY R. SANDERS, *et,al.*,
Plaintiff - Appellant

v.

BANK OF AMERICA CORPORATION, *et al.*,
Defendants-Appellees.

18-2710: CHERYL M. MALDEN, *et. al.*,
Plaintiff - Appellant

v.

BANK OF AMERICA CORPORATION, *et al.*,
Defendants-Appellees.

18-2711: YVONNE SINGLETON, *et,al,.*
v. Plaintiff - Appellant
BANK OF AMERICA CORPORATION, *et al.,*
Defendants-Appellees.

18-2712: DENISE WOODGETT et, al.,
Plaintiff - Appellant
v.
BANK OF AMERICA CORPORATION, *et al.,*
Defendants-Appellees.

18-2713: ZDISLAW KRAJEWSKI *et, al,*
Plaintiff - Appellant
v.
BANK OF AMERICA CORPORATION, *et al.,*
Defendants-Appellees.

18-2714: RALPH E. HOLLEY, *et al.,*
Plaintiff - Appellant
v.
BANK OF AMERICA CORPORATION, *et al.,*
Defendants-Appellees.

18-2715: EMMANUEL S. BANSA, *et al.,*
Plaintiff - Appellant
v.
BANK OF AMERICA CORPORATION, *et al.,*
Defendants-Appellees.

18-2716: GERALDINE BLANTON, *et,al,.*
Plaintiff - Appellant
v.
BANK OF AMERICA CORPORATION, *et al.,*
Defendants-Appellees.

18-2717: ULSEN ANDERSON, *et al.,*
Plaintiff - Appellant
v.
BANK OF AMERICA CORPORATION, *et al.,*

Defendants-Appellees.

18-2718: MACK GLOVER, *et, al,*.
Plaintiff - Appellant
v.
BANK OF AMERICA CORPORATION, *et al.,*
Defendants-Appellees.

18-2719: CHERYL BELL, *et, al,*.
Plaintiff - Appellant
v.
BANK OF AMERICA CORPORATION, *et al.,*
Defendants-Appellees.

Herewith is the mandate of this court in this appeal, along with the Bill of Costs, if any.
A certified copy of the opinion/order of the court and judgment, if any, and any direction as to costs shall constitute the mandate.

RECORD ON APPEAL STATUS

App D

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Everett McKinley Dirksen
United States Courthouse Room 2722
219 S. Dearborn Street
Chicago, Illinois 60604

Office of the Clerk Phone: (312) 435-5670

ORDER DISMISSING
Original case
September 25, 2017
Before Judge Charles P. Kocoras
16-cv-05339

Sonya Davis, *et al.*,
v.
Bank of America, *et al.*,

Now before the Court is Bank of America Corporation ("BAC"), JPMorgan Chase Bank, N.A. ("Chase"), EMC Mortgage Corporation, LLC ("EMC"), Bear Sterns Companies, LLC ("Bear Sterns"), Deutsche Bank National Trust Company ("Deutsche"), Wells Fargo & Company ("WFC"), HSBC Bank USA, N.A. Quicken Loan's Inc. ("Quicken Loans"), Mortgage Electronic Registration Systems, Inc. ("MERS") Merscorp Holdings, Inc.'s (collectively, "Defendants") Motion to Dismiss Plaintiff Sonya

Davis and thirty- eight other individual Plaintiffs' (collectively,"Plaintiffs"). Third Amended Complaint Pursuant Federal Rules of Civil Procedure 8(a), 12(b)(6), 20(a) and 21. For the following reasons, the Court grants Defendants' Motion.

STATEMENT

Plaintiffs initially filed a pro se Complaint in this action on June 8, 2016. On July 5, 2016, we dismissed Plaintiffs Complaint, without prejudice, for violating Rules 8, 20, and 23. At that time, we urged Plaintiffs to seek counsel to assist with Plaintiffs initially filed a pro se Complaint in 2016, we dismissed Plaintiffs Complaint, This action on June 8, 2016. On July 5, 2016, we

dismissed Plaintiffs Complaint, without prejudice, for violating Rules 8, 20, and 23. At that time, we urged drafting a new Complaint and to be sensitive to joinder of the various parties. Plaintiffs retained
counsel and filed a Second Amended Complaint (the "SAC").

On February 13, 2017, this Court Dismissed
Plaintiffs' SAC without prejudice. In that Order,
this Court once again encouraged Plaintiffs to be
thoughtful of Rule 20 and to "consider that if they
Cannot Meet the requirements of Rule 20(a)(2) in one action, one or more plaintiffs should sue one or more defendants in separate actions."

Plaintiffs filed their Third Amended Complaint (the "TAC") on April 13, 2017. Defendants argue that "Plaintiffs took advantage of the opportunity to

Amend but made no meaningful effort to improve
the SAC." We agree. The TAC, like its predecessor,
contains page after page of generalize
recriminations, but no allegations tethered to and
Plaintiff of Defendant. Plaintiffs allege that
Defendants Improperly disseminated their private
and confidential information, which Defendants allegedly information, which Defendants allegedly
obtained while servicing Plaintiffs' mortgages.
Based on this, Plaintiffs bring claims under the
Stored Communications Act, ("SCA"); the Gramm-Leach-Bliley Act, ("GLBA"); the Fair Credit
Reporting Act, ("FCRA"); the Declaratory
Judgment Act, ("DJA"); and a claim for unjust
("DJA"); and a claim for unjust Additionally,
Plaintiffs argue that Defendants violated the Real Estate, Settlement Case Procedures Act ("RESPA").
by mishandling their qualified written requests. However, in response to Defendants' Motion to Dismiss Plaintiffs, abandon three of their six claims as "hav[ing] no true merit."1 That leaves this Court
only to consider Plaintiffs claims arising under the
Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, and for unjust enrichment. We address each claim individually. To survive a Motion to Dismiss, the Complaint must "contain a short and plain
statement of the claim showing that the pleader is entitled to relief." Fed. R. Civ. P. 8(a). The pleading standard set forth In Rule 8(a) "requires more than labels and

conclusions." Bell Atlantic Corp. v. Twombly,550 U.S. 544, 555 (2007). A "complaint must contain sufficient factual matter . . . to 'state

a claim to relief that is plausible on its face."
Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009).
Additionally, Rule 8(a)(2) Precludes lumping
plaintiffs and defendants together without
clarifying which plaintiff alleges what wrongdoing against which defendant. See Bank of Am. N.A.
v. Knight, 725 F.3d 815,818 (7th Cir. 2013)
("Liability is personal . . .Each defendant is entitled to know what he or she did that is asserted to be
wrongful. A complaint based on a theory of
collective responsibility must be dismissed.").
Lastly, Rule 8(a) "demands more than an
unadorned, the-defendant-unlawfully- harmed-
me accusation." Iqbal, 556 U.S. at Plaintiffs
voluntarily dismissed their Claims relating to the
Stored Communications Act, the Real Estate
Settlement Procedures Act, and the Declaratory
Judgment Act. Case: 1:16-cv-05993 Document # 213
Filed: Gramm-Leach-Bliley Claim Plaintiffs claim
fails for two reasons. First, Plaintiffs' bald
statement that Defendants must have violated the
GLBA to "succeed" in the securitization of their
loans is a Conclusory statement in plain violation of Rule 8(a). Second, as Defendants note, there is no private right of action under GLBA. See Johnson v. Melton Truck Lines, Inc., No. 14 C 07858, 2016 WL 8711494, at *9 (N.D. Ill. Sept.30, 2016) ("The GLBA, moreover, does not provide for a private right of action, so [plaintiff]
Would not be able to bring a claim under that Act even if he had pled sufficient facts to state a claim."). Thus, Plaintiffs' GLBA claim is dismissed. 2) Fair Credit Reporting Claim the FCRA only

subjects "consumer credit reporting agencies, furnishers of credit information to consumer credit reporting agencies, and users of consumer credit reports" to liability.

Jeffries v. Dutton & Dutton, P.C., No. 05 C 4249, 2006 WL 1343629, at *5 (N.D. Ill. May 11, 2006) (internal quotations and citation omitted). The statute "impose different obligations on [these] three types of entities." Gibson v. Prof'l Account Mgmt., No. 11-12920- BC, 2011 WL 6019958, at *3 (E.D. Mich. Dec. 1, 2011). Without identifying any particular FCRA provision, Plaintiffs claim that Defendants "negligently violated" the statute by "failing to adopt and maintain procedures designed to protect and limit the dissemination of Plaintiffs' and Class Members' private and confidential information for the permissible purposes outlined by FCRA." This allegation does not support FCRA liability on any Defendant's part, either as a "credit reporting agency," "furnisher," or "user." FCRA defines a "consumer reporting agency" as an entity that "regularly engages . . . in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties." 15 U.S.C. ¶ 1681a(f). Plaintiffs make no allegations in the TAC that this definition encompasses Defendants. Instead, Plaintiffs state that Defendants are in the mortgage business, "acting ... as . . . loan originator[s], servicers, depositors, sponsor[s], master servicer[s], and or [sic] trustees." See Mirfashishi v. Fleet Mortg. Corp.,551 F.3d 682 (7th Cir. 2008) (holding that mortgage bank was not a "consumer reporting agency" under FCRA). Therefore, Plaintiffs fail to state a claim that Defendants are consumer reporting agencies. Likewise, Plaintiffs have not alleged any facts to state a claim for "furnisher" "user" liability. The only FCRA section that potentially provides a private right of action against "furnishers" is 15 U.S.C. § 1681s-2(b). See Jeffries, 2006 WL 1343629, at *5.

To fulfill its obligations under the statute.
state a claim under that section, a plaintiff must allege that he provided notice of a credit dispute to the consumer reporting agency, the agency notified the furnisher of the dispute, and the furnisher failed to fulfill its obligations under the statute. See id. Here, Plaintiffs make no such allegation.
Plaintiffs also cannot maintain a FCRA claim
Against Defendants as "users" because they fail to
allege facts showing that Defendants are "users" of consumer credit reports for these reasons,
Plaintiffs' FCRA claim is dismissed. 3) Unjust
Enrichment Plaintiffs' unjust enrichment
claim fails because the subject matter of the claim is covered by contract. As Defendants state in their
Motion to Dismiss, "[i]f a 'contract exists between
The parties concerning the same subject matter
on which the [unjust enrichment] claim
rests, the existence of the contract bars a claim for unjust enrichment.'" Apex Med. Research, AMR,
Inc. v. Arif, 145 F. Supp. 3d 814, 836 (N.D. Ill. 2015)
(internal quotations and citation omitted).

Thus, a mortgagor cannot sue his lender for
unjust enrichment in connection with his mortgage because a mortgage contract covers the relationship of the parties.
See Perez v. Citicorp Mortg., Inc., 30 Ill. App. 3d
413,425 (1998). Accordingly, Plaintiffs' unjust
enrichment claim is dismissed.

CONCLUSION
For the aforementioned reasons, the Court grants Defendants' Motion to Dismiss. It is so ordered.
Dated: 9/25/20 Charles P. Kocoras United States
District Judge.

App E

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Everett McKinley Dirksen
United States Courthouse Room 2722
219 S. Dearborn Street
Chicago, Illinois 60604

Office of the Clerk Phone:
(312) 435-5670

ORDER
December 5, 2018
Before
Judge Charles P. Kocoras
17-cv-7714

Sonya Davis, *et al.,*
v.
Bank of America, *et al.,*

NOTIFICATION OF DOCKET ENTER

This docket entry was made by the Clerk
This docket entry was made by the Clerk On
Tuesday, December 5, 2017: MINUTE
Entry before the Honorable Charles P. Kocoras:
Status hearing held. For the reasons stated in open
court, this case is dismissed with prejudice. Civil
case terminated. Mailed notice.

App F

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Everett McKinley Dirksen
United States Courthouse Room 2722
219 S. Dearborn Street
Chicago, Illinois 60604

Office of the Clerk Phone:
(312) 435-5670

ORDER
December 14, 2018
Before
Judge Charles P. Kocoras
17-cv-7714

NOTIFICATION OF DOCKET ENTER

This docket entry was made by the Clerk
Thursday, December 14, 2017: MINUTE
Entry before the Honorable Charles P.
Kocoras: Motion hearing held. Motion to petition
court to re–open case for the recusal of Hon. Judge
Charles P. Kocoras [74] is denied. Mailed notice
(vcf),

App G
UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

Everett McKinley Dirksen United States
Courthouse
Room 2722 - 219 S. Dearborn Street
Chicago, Illinois 60604
Office of the Clerk Phone: (312) 435-5850

September 18, 2018

District Judge Charles P. Kocoras

ENTRY OF MOTION

Nos. 18-2702,18-2703,18-2704, 18-2705,
18-2706,18-2707, 18-2708, 18-2709,18-2710.
18-2711,18-2712, 18-2713,18-2714,18-2715,
18-2716, 18-2717,18-2718, and 18-2719,

MACK GLOVER, STEVEN E. DAVIS, CHERYL M. MALDEN, CHERYL BELL, LOUIS G. BARTUCCI, DENNIS F. and SUSAN R. MARTINEK, DARRYL and ANN CONEY-BELL, DENISE WOODGETT on behalf of Estate DARREN WOODGETT, ZDZISLAW KRAJEWSKI, PEGGY L. STRONG, EMMANUEL S. and CONNIE C. BANSA, RALPH GERALDINE BLANTON and JEFFERY R. SANDERS

Plaintiffs - Appellants on behalf of themselves
and all Plaintiffs/Appellant Members

v.

v.

BANK OF AMERICA CORPORATION, WELLS

FARGO & COMPANY, HSBC BANK USA, N.A., US BANK TRUST N.A., as TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST, JP MORGAN CHASE BANK N.A., DEUTSCHE BANK NATIONAL TRUST COMPANY, SOLELY IN ITS CAPACITY as TRUSTEE, THE BEAR STEARNS COMPANIES, LLC; CITIGROUP INC, MERSCORP HOLDINGS INC., MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., SUNTRUST BANKS, INC., IRINA DASHEVSKY, AND LOCKE LORD LLP and RICHARD RICE

Defendants-Appellees

On Appeal from the United States
District Court for the Northern District

of Illinois, Eastern Division Docket No 1:17-cv-07714
The Honorable Charles P. Kororas

MOTION FOR SUMMARY JUDGMENT AND TO STRIKE APPELLEES RESPOND TO APPELLANTS JURISDICTIONAL MEMURANDUM

Now Comes the Appellants Steven E. Davis, Cheryl M. Malden, Cheryl Bell, Larry and Belinda Brown, Louis G. Bartucci, Dennis F. and Susan R. Martinek, Darryl and Ann Coney-Bell, Denise Woodgett on behalf of Estate Darren Woodgett, Zdzislaw Krajewski, Peggy L. Strong, Emmanuel S. and Connie C. Bansa, Ulsen and Georgia Anderson, Geraldine Blanton and Jeffery R. Sanders Plaintiffs-Appellants on behalf of themselves and all other Plaintiffs/Appellants

Members associated with this lawsuit. To strike Appellees Response pursuant to **Rule** 12 (4) (f) of Response pursuant to **Rule** 12 (4) (f) of

Federal Rule of Civil Procedure and Seek Summary judgment that is appropriate where the court is satisfied "that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Fed. Rule Civ. Proc. 56(c).

The burden of establishing the nonexistence of a "genuine issue" is on the party moving for summary judgment. We think that the position taken by the majority of the Court of Appeals is inconsistent with the standard for summary judgment set forth in Rule 56(c) of the Federal Rules of Civil Procedure. Under Rule 56(c), summary judgment is proper "if the pleadings, depositions answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law."

On October 26, 2017 Appellants, properly served Bank of America Corporation, Wells Fargo & Company, US Bank Trust N.A., as Trustee for LSF9 Master Participation Trust, JP Morgan Chase Bank N.A., Citigroup Inc. was served, with summons in a civil action pursuant to Fed. R. Civ. P. 12 (a) (2) or (3). Their answer or plead was due November 16, 2017. HSBC Bank USA N.A.,

Bank of New York Mellon Irina Dashevsky Locke Lord LLP, was served on October 30, 2017, their answer or otherwise plead was due on November 22, 2017, Mortgage Electronic Registration Systems, Merscorp Holding Inc., Attorney Richard Rice and Bear Stearns Co. LLC served on November 17, 2017, SunTrust Bank was served on the November 27, 2017, by County Sheriffs. Green Tree Financial Corp. aka Ditech

Financial LLC was certified mail on November 21, 2017, {tracking # 70142870000164971045} which they signed the return card on 11/20/2017 their responds were due no-later December 6, 2017. On 11/27/2017 a motion for "Entry of Default" pursuant Fed. R. Civ. 56 (a)(c) was filed as Doc # {59} by Appellant Sonya Davis on behalf of herself and all other Plaintiffs Members against Citigroup Inc. and Bank of New York Mellon Trustee for failure to answer or otherwise plead.

On 12/01/2017 as Doc # {61} Citigroup Inc., file their appearance as Doc # {64}. Whereas, Attorney Richard Rice file motion For Leave to appear Pro Hac Vice on 12/01/2017 as Doc # {65} but fail to Appear in court on both days 12/05 and 12/14/2017. as well As Bank of New York Mellon Trust and Green Tree Financial aka Ditect Financial Inc. failure to appear, or and answer Appellants complaint in response to the summon pursuant

FED. R. CIV. P. 55(a):

> "When a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit the clerk must enter the party's default.

The trial Court ignored our motion which Was target toward Bank of New York Mellon and Citigroup Inc. since they were the only parties that had defaulted during that time. On December 27, 2017 Appellants filed their "Notice of Appeal" for Appellees Default pursuant Fed. R. Civ. App.56 (a) (b) (1) and Rule 60 –Relief from a Judgment or Order Appellants also citing part C of Rule 60:

(c) **Timing and Effect of the Motion**.

Timing. A motion under Rule 60(b) must Be made within a reasonable time—and

> For reasons (1), (2), and (3) no more than a year after the entry of the judgment or order or the date of the proceeding.
> (d) **Other Powers to Grant Relief**. This rule does not limit a court's power to: (3) set aside a judgment for fraud on the court.

In February the Appellees filed their brief claiming that Appellee Citigroup Inc. was never served but nevertheless, chose to appear and defend the case. Citigroup Inc. in fact Citigroup is the parent company of CitiBank and CitiMortgage divisions.

Therefore, they were properly served. Citigroup Inc., which has a business address known as 399 Park Ave. New York, NY 10043, and a register address as CITIGROUP INC. 388 GREENWICH ST NEW YORK, 10013. If the Appellees wanted to dispute this, they had ever opportunity to do so in the trial court but fail to do so. They also contended that Bank New York Mellon Corp. was never served.

Appellees simply trying with every means possible to defend themselves in the appeal court. Therefore, Appellants seeking summary judgment. At the end of day...they just simply trying To enforce their pleading though the Appeal Court. The Appellees are aware that they can continue to Falsify statements without any negative recourse from the Court Staff Attorneys whom have stated in the order dismissing Appellants, brief on June 25. 2018, that they agreed with the Appellees. Since, Pro Se Litigants has been crucified especially the Pro Se Appellants in this case can honestly confess to this type of treatment. By looking at the previous motions, brief and

petition were unduly denied without any explanation to why they were denied, even the motion for explanation/opinion was denied. That's not considered justice, but it does signal discrimination and violation of "Due Process" under the 14th Amendment of the United States Constitution. On March 12, 2018 Appellants filed Their reply brief explaining how the Appellants must prove that the defendant

made a false representation of a material fact with knowledge of its falsity for the purpose of inducing the plaintiff to act thereon. If the Staff Attorneys reviewed the documents and the transcripts, they would observe that the Appellees made no attempt to argue or litigate with the Appellants in the trial court. There're trying to strategically to convince this Court to participate in perpetrating a fraud upon the Appellant Sonya Davis by way of influencing the Court Staff attorneys to over-look their deceitful revenge to sabotage this case.

The Appellant Sonya Davis inserted certify copies of the return summons as well as a copy of the motion for default. Why haven't the Appellees produced any evidence against the Appellants. Appellants demands that this court should require a serious and unequivocal answer. To be in full compliance with F.R.C. P. 8.

on June 25, 2018, Appellants appeal was dismissed by the alleged Judges Frank Easterbrook, Amy C. Barrett, and Michael B. Brennan for reasons. Previously stated Within our prior Memoranda and Jurisdictional Docketing Statement. *{Repeating would be a waste of time}* Appellees was ordered to respond by 09/07/2018 within their respond Appellant Sonya Davis was the

primary conversation for pointing-fingers.
Appellees only mention the memoranda when

they stated that the Appellants "Notice of Appeal" was untimely and lack Jurisdiction because the appeals were 244 days after the District Court entered its final judgment.

The Appellees continue elaborate about how Appellant Sonya Davis could not represent the other Appellants within her notice of appeal and her appeal was nullity *vis-á-vis* Appellants. In their foot notes they try to use *Lewis v. Lenc-Smith Mfg. Co. 784 F. 784 F. 2d 829 (7th Cir. 1986)* claiming this case law does not help the Appellants. Chief Judge, WOOD was one of the primary Judge whom inform the Appellant Effie Mae Lewis "*Accordingly, we strike both the appearance of Anna Marie Wright in this appeal and the brief that she filed. Lewis, since she is not represented by counsel, must take full responsibility for her appeal. See Herrera-Venegas, 681 F.2d at 42. As such, Lewis is required to sign the notice of appeal.* The facts the Appellants was making here was "how Chief Judge Wood gave her that privileged opportunity to file her own appeal whereas, the Appellants in this case was never offered that same equal opportunity.
This was nothing more than a meritorious defense because the Appellees would not produce any kind factual response the Appellants Memoranda, so therefore, the Appellants requesting that the Appellees respond be stricken and the Appellants be granted summary
judgment. The Appellees further contended that

the Appellant Sonya Davis' notice of appeal was not "correct and complete" (presumably because it was missing their signatures) this is baseless it is not the Clerk or Court's job to vet a pro se plaintiff's papers. Appellees also states; "We conclude that pro se litigants do not have a right to general legal advice from judges. First, the Appellee must assert proof that the Appellants asked any Judge for legal advice. Appellants asserts that the court staff misled us into believing our notice of appeal was correct and complete. If the Appellants was given any kind of equal justice as the Appellees try to state above claiming we as pro se litigants do not deserved equal justice.

THE SEVENTH CIRCUIT OPERATING PROCEDURES

2) *Routine Motions*. Routine motions (see subparagraph (7)) will be given to court staff who will read the motion and any affidavit in support thereof as well as any response to the motion. The designated staff member is then authorized, acting pursuant to such general directions and criteria as the court prescribes, to prepare an order in the name of the court either granting or denying the motion or requesting a response to the motion. If the designated staff member has any questions about what action should be taken; the motions judge will be consulted. Once a panel has been assigned for the oral argument or submission of an

appeal, or after an appeal has been orally argued or submitted for decision without oral argument, the court staff should consult the presiding judge on motions that would otherwise be considered routine.]

Appellees claims that Appellants belief that we should have been afforded leniency with respect to the appeal deadlines because we were pro se, this Court is not "empowered" to enlarge appellate deadlines. With all due **RESPECT** upon this Court and the Appellees **"LENIENCY"** is a very Strong word when one can purely use it without **"GUILT"** speaking of leniency then explain to the Appellants why the appellees especially Attorney Richard Rice was given leniency????? When the Court first ordered the Appellees on March 26, 2018 to amend their Jurisdictional Statement Leniency: *"The fact or quality of being more merciful or tolerant than expected; clemency" "the court could show leniency"*

This is a clear case of Plausible deniability the Appellees are so busy trying to hide behind this Court, they are truly being willfully ignorant of the actions. While trying to deprive the Appellants of their **"DUE PROCESS".** The Appellees has done nothing more than to give credit to Appellant Sonya Davis.

The Appellees also stated within their foot notes that the Appellant did not attempt to intervene, claiming *Lewis* does not allow Plaintiffs-Appellants---who knew that they had to prosecute their own appeals but sat on their hands. If the could have intervene it would not have been any doubt that would have taken place within that time-period. Once again, the Appellees are using jargon to offset the appeal Court real fining. Their response is frivolous they brought this bad faith for purpose of harassing the Appellants. It is well-settled that the amount in controversy is to be measured for subject matter jurisdiction

purposes by the value of the right that the plaintiffs seek to enforce or to protect against the defendants' conduct or the value of the object that is the subject matter of the action.

In our view, the plain language of Rule 56(c) mandates the entry of summary judgment, after adequate time for discovery and upon motion, against a party who fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which that party will bear the burden of proof in such a situation, and if there were any doubt about the meaning of Rule 56(c) in this regard, such doubt is clearly removed by Rules 56(a) and (b), which provide that claimants and defendants, respectively, may move for summary judgment *"with or without supporting affidavits"*.

Therefore, with all the facts stated above the Appellants move this Court for "Summary Judgment" and to strike the appellees response pursuant to **Rule** 12 (4) (f) of **Federal Rule** of Civil Procedure.

CONCLUSION

Appellants has described or argued to best of their knowledge to bring forth the true element of their case. Many might say that Appellant Sonya Davis is practicing law in reality this is known as research. Appellants prey that this Court grant us leniency base on the evidence on record and the evidence provided early in this case. Granting Appellants damages and punitive damages for emotional stress, humiliation and ridiculing the Pro Se Appellant.

Respectfully

App H

UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

Everett McKinley Dirksen United States
Courthouse
Room 2722 - 219 S. Dearborn Street
Chicago, Illinois 60604

Office of the Clerk Phone: (312) 435-5850
www.ca7.uscourts.gov

ORDER

March 12, 2018

District Judge Charles P. Kocoras

17-cv-07714 No. 18-2701-2719

RULE TO SHOW CAUSE

To: Mr. Richard Allan Rice
RICE LAW FIRM, LLC
N. 420 20th Street Suite 2200
Birmingham, AL 35203

You have failed to file appellee's brief within the

required time and no motion for an extension of time within which to file appellee's brief has been
made pursuant to Circuit Rule 26. IT IS
ORDERED that you, as appellee, show cause
within fourteen (14) days of the date of this order why this appeal should not be submitted to the

Court for decision without a brief and without
oral argument by the appellee, pursuant to
Circuit Rule 31(d).

IT IS FURTHER ORDERED that briefing is
SUSPENDED pending further court order.
Please caption your response: "RESPONSE TO
RULE TO SHOW CAUSE FOR APPELLEE.

App I

UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

Everett McKinley Dirksen United States
Courthouse
Room 2722 - 219 S. Dearborn Street
Chicago, Illinois 60604

Office of the Clerk Phone: (312) 435-5850
www.ca7.uscourts.gov

ORDER
September 20, 2018
District Judge Charles P. Kocoras
17-cv-07714
No. 18-2701-2719

The following is before the court:

MOTION TO DISCIPLINE RICHARD RICE FOR
REFUSAL TO COMPLY WITH COURT ORDERS
filed on September 18,2018 by the pro se appellant
A review of the docket indicates that briefing in
These consolidated appeals has been suspended
pending resolution of jurisdictional issues, and
that the appellees have complied with the court
order dated August 30, 2018. Accordingly,
IT IS ORDERD that the motion will be filed without court action.

App J

14th AMENDMENT TO THE U.S. CONSTITUTION

to the Constitution was ratified on July 9, 1868, and granted citizenship to "all persons born or naturalized in the United States," which included former slaves recently freed.
In addition, it forbids states from denying any

18 U.S. Code § 242. Deprivation of rights under color of law Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the Deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, or to different punishments, pains, or penalties, on account of such person being an alien, or by reason of his color, or race, than are prescribed for the punishment of citizens, shall be fined under this title or imprisoned not more than one year, or both; and if bodily injury results from the acts committed in violation of this section or if such acts include the use, attempted use, or threatened use of a dangerous weapon, explosives, or fire, shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts

include kidnapping or an attempt to kidnap, aggravated sexual abuse, or an attempt to commit aggravated sexual abuse, or an attempt to kill, shall be fined under this title, or imprisoned for any term of years or for life, or both, or may be sentenced to death.

App L

United States Court of Appeals
For the Seventh Circuit

[This case is "CRUCIAL" to Petitioners' case]

No. 17-2080
NORMA L. COOKE
Plaintiff-Appellee,

v.

JACKSON NATIONAL LIFE
INSURANCE COMPANY,
Defendant-Appellant.

Appeal from the United States District Court
for the Northern District of Illinois,
Eastern Division. No. 15 C 817 —
Rubén Castillo, Chief Judge.

ARGUED JANUARY 11, 2018 —
DECIDED FEBRUARY 9, 2018

Before EASTERBROOK
BARRETT, Circuit Judges,
STADTMUELLER,

District Judge.* EASTERBROOK, Circuit Judge.
In this suit under the diversity jurisdiction, the district court entered summary judgment for

Norma Cooke. The judge ordered two kinds of relief: first, that Jackson National Life Insurance Co. pay Cooke the

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of the Eastern District of Wisconsin, sitting by designation.

death benefit on her husband Charles's policy; second, that Jackson reimburse Cooke's legal expenses. The first kind of relief rested on a conclusion that Charles died before the end of grace period allowed for late payments of premiums. The second rested on a conclusion that Jackson should have expedited the litigation by attaching documents to its answer to the complaint and by making some arguments sooner. See 243 F. Supp. 3d 987 (N.D. Ill. 2017). The district court then entered this order, which the parties have treated as the final judgment: Enter Memorandum Opinion and Order. Plaintiff's motion for summary judgment [47] is granted and Defendant's motion for summary judgment [42] is denied. The Court awards attorney fees to

Plaintiff for cost of preparing and responding to these motions.

This case is hereby dismissed with prejudice. This document set the stage for the problems we must now resolve. This document is self-contradictory, declaring that Cooke is entitled to two forms of relief while also declaring that the case is "dismissed with prejudice", which means that the plaintiff loses. Suppose we disregard the last sentence—and the first, which is surplusage. There remains the rule that a judgment must provide the relief to which the prevailing party is entitled. See, e.g., Foremost Sales Promotions, Inc. v. Director, Bureau of Alcohol, Tobacco & Firearms, 812 F.2d 1044 (7th Cir. 1987); Waypoint Aviation Services Inc. v. Sandel Avionics, Inc., 469 F.3d 1071, 1073 (7th Cir. 2006); Rush University Medical Center v. Leavitt, 535 F.3d 735, 737 (7th Cir. 2008). This document does not provide relief. It states that one motion has been granted, another denied, and an award made, but it does not say who is entitled to what. We have held many times that judgments must provide relief and must not stop with reciting that motions were granted or denied—indeed that it is inappropriate for a judgment to refer to motions at all. See, e.g., Otis v. Chicago, 29 F.3d 1159, 1163 (7th Cir. 1994) (en banc) ("[The judgment] should be a self-contained document, saying who has won and what relief has been awarded, but omitting the reasons for this disposition, which should appear in the court's opinion."). See also Fed. R. Civ. P. 54(a) ("A judgment should not include recitals of pleadings ... or a record of prior proceedings."). This document transgresses almost every rule applicable to judgments. The same day it entered the order we quoted above,

the court entered a second order on a standard form used for judgments. This one provides:

> Judgment is entered in favor of plaintiff, Norma L. Cooke and against the defendant, Jackson National Life Insurance Company, which includes an award of reasonable attorney fees in accordance with the Court's Memorandum Opinion and Order. This second document avoids the internal contradiction but still lacks vital details. Unlike the first document, which is signed by the district judge, this one bears only the names of the district court's Clerk of Court and one Deputy Clerk— though Fed. R. Civ. P. 58(b)(2)(B) provides that every judgment other than a simple one on a jury verdict (or one fully in defendants' favor) must be reviewed and approved by the judge personally. Recognizing that she did not have an enforceable judgment, Cooke filed a motion under Fed. R. Civ. P. 59(e) asking the court to specify how much money Jackson must pay. The court did so—but only in part. It entered an order providing hat Jackson must pay $191,362.06 on the insurance policy, plus 10% per annum simple interest running from September 10, 2013.
>
> The amount of attorneys' fees was left dangling. Cooke also filed a formal petition asking the court to specify the amount of fees. The district court left the subject open for nine months—until after this case had been orally argued in this court.

On January 25, 2018, the district court denied the Motion with leave to renew it after we decide the appeal. Within 30 days of the district court's order on Cooke's Rule 59 motion, Jackson filed a notice of appeal. It has thrown in the towel on the merits and paid the $191,362 plus interest but contends that Cooke is not entitled to attorneys' fees. Yet how can it appeal from an award of attorneys' fees that has yet to be quantified? A declaration of liability lacking an amount due is not final and cannot be appealed. See Liberty Mutual Insurance Co. v. Wetzel, 424 U.S. 737 (1976). This rule applies to awards of attorneys' fees as fully as it does to decisions about substantive relief. See, e.g., Lac Courte Oreilles Band of Lake Superior Chippewa Indians v. Wisconsin, 829 F.2d 601 (7th Cir.1987); McCarter v. Retirement Plan for District Managers, 540 F.3d 649, 652– 54 (7th Cir. 2008); General Insurance Co. v. Clark Mall Corp., 644 F.3d 375, 380 (7th Cir. 2011). To allow an appeal before quantification would set the stage for multiple

A declaration of liability lacking an amount due is not final and cannot be appealed. See Liberty Mutual Insurance Co. v. Wetzel, 424 U.S. 737 (1976). This rule applies to awards of attorneys' fees as fully as it does to decisions about substantive relief. See, e.g., Lac Courte Oreilles Band of Lake Superior Chippewa Indians v. Wisconsin, 829 F.2d 601 (7th Cir.1987); McCarter v. Retirement Plan for District Managers, 540 F.3d 649, 652– 54 (7th Cir. 2008); General Insurance Co. v. Clark Mall Corp., 644 F.3d 375, 380 (7th Cir. 2011). To allow an appeal before

quantification would set the stage for multiple appeals from a single award: one appeal contesting the declaration of liability and another contesting the amount. The final-decision rule of 28 U.S.C. §1291 is designed to prevent multiple appeals on different issues in a single case. We directed the parties to file supplemental memoranda on appellate jurisdiction. Cooke's memorandum states the obvious: the absence of a dollar figure makes the award of attorneys' fees non-final. Jackson's memorandum, by contrast, tells us that decisions on the merits and awards of

attorneys' fees are separately appealable. That's true enough, see Budinich v. Becton Dickinson & Co., 486 U.S. 196 (1988), but irrelevant to the question whether an award of attorneys' fees may be appealed before the judge has decided how much is due. If Jackson were contesting the award on the policy, we would have appellate jurisdiction to consider that issue, but this does not make the district court's bare statement about attorneys' fees appealable. As Budinich held, a decision on the merits and an award of legal expenses are independent for the purpose of appellate jurisdiction. Cooke wants more than an order dismissing Jackson's appeal. She has filed a motion under Fed. R. App. P. 38 seeking attorneys' fees that she has incurred in responding to what she now calls a frivolous appeal. We deny this motion, because any costs that Cooke has incurred are largely self-inflicted. Cooke could have filed a motion months

Ago (before briefing) asking us to dismiss Jackson's premature appeal, but she did not do so. Indeed, the jurisdictional section of Cooke's brief on the merits does not point out that an unquantified award isn't final. Not until this court raised the issue at oral argument did Cooke address the significance of the district judge's failure to say how much Jackson owes. If it were permissible for a court to order both sides to pay a penalty—say, into the law clerks' holiday-party fund—we would be inclined to do so. But there's no such appellate power and no good reason for us to order Jackson to pay something to Cooke as a result of a problem that both sides missed.

Jackson's appeal is dismissed for want of jurisdiction. Any successive appeal from an order quantifying the award will be heard by this panel and decided without a new oral argument. (The merits were covered during the argument already held.) Unless either side wants to contest the amount of the award, it should be possible to submit a successive appeal for decision on the

existing briefs. The parties should inform us promptly after any new appeal is taken whether they want to supplement the briefs already on file.

App M

Part Two:

United States Court of Appeals
For the Seventh Circuit

Nos. 18-3527 & 18-3583

NORMA L. COOKE
Plaintiff-Appellee,

v.

JACKSON NATIONAL LIFE INSURANCE COMPANY,
Defendant-Appellant.

Appeal from the United States District Court
for the Northern District of Illinois,
Eastern Division. No. 15 C 817 —

Rubén Castillo, Chief Judge.

SUBMITTED MARCH 12, 2019 — DECIDED MARCH 26, 2019

Before EASTERBROOK and BARRETT, Circuit Judges, and STADTMUELLER, District Judge. *
EASTERBROOK, Circuit Judge.

In this suit under the diversity jurisdiction, a district court ordered Jackson National Life Insurance to pay about $191,000 on a policy of life insurance.243 F. Supp. 3d 987 (N.D. Ill. 2017). The court added that the * Of the Eastern District of Wisconsin, sitting by designation.

Nos.18-3527 & 18-3583

insurer had litigated unreasonably and ordered it to reimburse Cooke's legal fees under 215 ILCS 5/155. (Throughout this opinion "Cooke" refers to plaintiff Norma Cooke, the widow of decedent Charles Cooke.) The insurer paid the death benefit and appealed to contend that the court should not have tacked on attorneys' fees. But because the district court had not specified how much the insurer owes, we dismissed the appeal as premature. 882 F.3d 630 (7th Cir. 2018). The district court then Awarded $42,835 plus interest. 2018 U.S. Dist. LEXIS 197908 (N.D. Ill. Nov. 20, 2018). The insurer filed another appeal (No. 18-3527), which we resolve using the briefs filed in its initial appeal (No. 17-2080). Cooke filed a cross-appeal (No. 18-3583). Her lead contention is that the district court should have awarded a higher death benefit, but that argument comes too late. As our first decision explains, a judgment on the merits and an award of attorneys' fees are separately appealable.

Budinich v. Becton Dickinson & Co., 486 U.S. 196 (1988). Cooke did not appeal within 30 days of the district court's order specifying the amount payable on the policy, and a later award of attorneys' fees does not reopen that subject.

Instead of seeking additional fees, Cooke's brief in No. 18-3583 is principally devoted to contending that the judge did the right thing for

the wrong award under §5/155 and consider all of the arguments in all of the briefs filed in Nos. 17-
2080 and 18-3583 Section 5/155(1) provides: In
any action by or against a company wherein
there is in issue the liability of a company on a
policy or policies of insurance or the amount of
the loss payable thereunder, or for an
unreasonable delay in settling a claim, and it
appears to the court that such action or delay is
vexatious and unreasonable, the court may allow as part of the taxable costs in the action reasonable
attorney fees, other costs, plus an amount not to
exceed any one of the following amounts: (a) 60% of the amount which the court or jury finds such party
is entitled to recover against the company,
exclusive of all costs; award under §5/155 and consider all of the arguments in all of the briefs filed in Nos. 17-2080 and 18-3583 Section 5/155(1) provides: In any action by or against a company
wherein there is in issue the liability of a company on a policy or policies of insurance or the amount of
the loss payable thereunder, or for an
unreasonable delay in settling a claim, and it
appears to the court that such action or delay is
vexatious and unreasonable, the court may allow
as part of the taxable costs in the action reasonable attorney fees, other costs, plus an amount not to
exceed any one of the following amounts: (a) 60% of the amount which the court or jury finds such party is entitled to recover against the company,
exclusive of all costs;
(b) $60,000; (c) the excess of the amount which the

court or jury finds such party is entitled to
recover, exclusive of costs, over the amount, if any, which the company offered to pay in settlement of
the claim prior to the action.

The district judge understood this statute to
allow an award either for pre-litigation conduct or for behavior during the litigation. 243 F. Supp. 3d at 1006. He wrote that "Jackson's denial of

coverage was based on a good- faith dispute regarding the nature of Cooke's payments" (ibid.) and that the insurer could not properly be penalized for insisting that a judge resolve the parties' dispute. But, the judge added, "Jackson's behavior in this litigation has been much less reasonable." Id. At 1007. The judge faulted the insurer because it opposed Cooke's motion for judgment on the pleadings without attaching the full policy to its papers. Jackson observed that Cooke had not supplied the court with all of the pertinent writings (which included an electronic funds transfer agreement as well as the policy) but failed to do so itself, until the summary-judgment stage, and the judge thought this unreasonable. Ibid. The judge summed up (ibid.): This Court believes that this case could have been resolved on Plaintiff's motion for judgment on the pleadings one year.

App N

UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

Everett McKinley Dirksen United States Courthouse
Room 2722 - 219 S. Dearborn Street
Chicago, Illinois 60604
Office of the Clerk Phone: (312) 435-5850
www.ca7.uscourts.gov

ORDER
November 30, 2018

District Judge Charles P. Kocoras
No. 18-2717

ULSEN ANDERSON, et al., Plaintiffs - Appellants

V.

BANK OF AMERICA CORPORATION, et al.,
Defendants – Appellees

The following is before the court: MOTION TO WITHDRAW, filed on November 26, 2018, by the pro se appellants. Appellants Ulsen and Georgia Anderson ask the court to dismiss their appeal Due to the district court's delay in ruling on their motion to proceed in forma pauperis on appeal. On November 26, 2018, the district court denied the appellants' in forma pauperis motion. Because the motion is no longer pending, it is unclear if the appellants would still like to voluntarily dismiss their appeal. If they would like to proceed with their appeal, the appellants must either pay the $505. Appellate filing or file a renewed motion for leave to proceed in forma pauperis with this court by December 28, 2018, or else the appeal may be dismissed for failure to prosecute pursuant to Circuit Rule 3(b). If they would still like to dismiss their appeal, the appellants can file renewed motion to voluntarily dismiss the appeal pursuant to Federal Rule of Appellate Procedure 42(b).

Note: This the same order for Petitioners Yvonne Singleton

App O

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Everett McKinley Dirksen United States Courthouse
Room 2722 – 219 S. Dearborn Street
Chicago, Illinois 60604

Office of the Clerk Phone:
(312) 435-5670

November 26, 2018

Fees

Court Name: Northern District of Illinois Court Name: Northern District of Illinois Division: 1
Receipt Number:462421472
Cashier ID: y Thomas
Transaction Date:
11/26/2018 Payer Name: Larry Brown

.....

NOTICE OF APPEAL/DOCKETING FEE
APPEAL/DOCKETING
FEE
For: LARRY BROWN
Amount: $505

.....

CASH
Amt Tendered: $505.00

.....
Total Due: $505
Tendered $505
NOTICE OF APPEAL NO. 18-2718
CASE NO. 17-CV-7714 LARRY BROWN
11/26/2018 (time docketed 3:37 pm)

Court Name: Northern District of Illinois Court Name:
Northern District of Illinois Division: 1
Receipt Number: 462421475
Cashier ID: y Thomas
Transaction Date:
11/26/2018 Payer Name: Joan M. Holley
.....
NOTICE OF APPEAL/DOCKETING FEE
APPEAL/DOCKETING
FEE
For: JOAN M. HOLLEY
Amount: $505
.....
CASH
Amt Tendered: $505.00
.....
Total Due: $505
Tendered $505
NOTICE OF APPEAL NO. 18-2714 CASE NO. 17-CV-7714
JOAN.M. HOLLEY (time docketed 3:39 pm)

Court Name: Northern District of Illinois Court Name:
Northern District of Illinois Division: 1
Receipt Number: 4624214176
Cashier ID: y Thomas
Transaction Date:
11/26/2018 Payer Name: Geraldine Blanton
.....
NOTICE OF APPEAL/DOCKETING FEE
APPEAL/DOCKETING
FEE for: GERALDINE BLANTON
Amount: $505
.....
CASH Amt Tendered: $505.00
.....
Total Due: $505 Tendered $505
NOTICE OF APPEAL NO. 18-2716
11/26/2018 (time docketed 4:03 pm)

Court Name: Northern District of Illinois Court
Division: 1
Receipt Number: 4624214174
ID: yThomas
Transaction Date: 11/26/2018
Payer Name: ELIZEBETH ROBINSON

.....

NOTICE OF APPEAL/DOCKETING FEE
For: ELIZABETH ROBINSON
Amount: $505

.....

Cash Amt Tendered: $505.00

.....

Total Due: $505 Total Tendered $505
NOTICE OF APPEAL NO. 18-2717
(time docketed 3:49 pm)

Court Name: Northern District of Illinois

Division: 1
Receipt Number: 4624215234
Cashier ID: Larcos
Transaction Date: 12/12/2018
Payer Name: GEORGIA and ULSEN ANDERSON

.....

NOTICE OF APPEAL/DOCKETING FEE
For: GEORGIA and ULSEN ANDERSON
Amount: $505

.....

CASH Amt Tendered: $505.00
Amt Tendered: $505

..... Total Due:
$505
NOTICE OF APPEAL NO. 18-2717
CASE NO. 17CV7714

Court Name: Northern District of Illinois
Division: 1
Receipt Number: 4624215235
Cashier ID: Larcos

Transaction Date: 12/12/2018
Payer Name: Yvonne Singleton

.....

NOTICE OF APPEAL/DOCKETING FEE
For: YVONNE SINGELTON
Amount: $505

.....

CASH Amt Tendered: $505.00
Amt Tendered: $505

.....

Total Due: $505
NOTICE OF APPEAL NO. 18-2717
CASE NO. 17CV7714

App P

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Everett McKinley Dirksen
United States Courthouse Room 2722 –
219 S. Dearborn Street
Chicago, Illinois 60604

Office of the Clerk Phone: (312) 435-5670

ORDER

November 26, 2018
Before Judge Charles P. Kocoras
17-cv-7714

Plaintiff Sonya Davis, as "representative"
Plaintiff Of approximately 42 plaintiffs
(collectively, "Plaintiffs"), filed a *pro se* action on
October 25,2017 against 20 defendants, namely
financial institution, law firms, and attorneys
(collectively, "Defendants"). Plaintiffs admit that their
Complaint is a "re-filing" of a previously
Dismissed complaint On November 16, 2017,
Defendants moved for extension of time to
respond to the Complaint indicating additionally their intention to move to dismiss the case at the
status on December 5, 2017.
Despite Defendants' response, Plaintiffs filed a
motion for of default judgment on November 27,
2017. At the December status hearing, the Court

dismissed Plaintiffs' Complaint with prejudice, as it
was nearly identical to multiple previously-filed
and dismissed complaints in various cases in
this district. Now before the Court are seven
applications for leave to appeal in *forma pauperis,*
brought by Plaintiffs Sonya Davis ("Davis"); Yvonne
Singleton ("Singleton"); Georgia and Ulsen
Anderson (the "Anderson"); Denise Woodgett
("Woodgett'); Belinda and Larry Brown (the
"Browns"): Joan and Ralph Holleey (the "Holley");
and Elizabeth Robinson ("Robinson") (collectively,
the Moving Plaintiffs"). For the following reasons,
the Court denies all requests.

STATEMENT

A party who desires to appeal in *Forma*

pauperis must file a motion in the district court with an affidavit demonstrating: "the party's inability to pay or to give security for fees and costs;" (2) "an entitlement to redress;" and (3) "the issues the party intends to present on appeal." Fed. R. App. 24(a). The Seventh Circuit has further held that a motion to appeal in *forma Pauperis* may not be granted where the appeal is not in good faith," meaning that it is based on "a Claim that no reasonable person could supposed to Have any merit," *Lee v. Clinton*, 209 F. 3b 1025, 1026 97th Cir. 2000). The Court summarily rejects the applications submitted by Singleton, Woodgett, and the Browns for failing to complete the section

requiring them to state their issues on appeal. This is a direct violation of Federal Rule of Appellate Procedure 24(a)(1)(C).

for leave to proceed, rather than appeal, in *forma pauperis.* The Court accordingly denies Robinson's request as there is no longer a live controversy before it. As for the remaining three applications, although they provide information regarding their inability to pay the required appellate filing fee and the issues they intend to raise on appeal, they nonetheless must be denied because they failed to demonstrate their "entitlement to redress". The issues raised in each of these applications refer to Defendants' alleged failure to answer or otherwise plead, which Plaintiff believe should have resulted in their default two of the applications also note attorney Richard Rice's failure to appear in court on December 5 and December 14, 2017. The Court perceives neither of these claims as one that a "reasonable person could suppose to have any **mer**it." *See Lee*, 209 F. 3b at 1026. As

mentioned above, the Defendants requested an extension of time to respond or otherwise plead on November 16, 2017. Plaintiffs moved for default judgment despite Defendants' apparent attention to the matter. When the parties finally appeared before the Court for an initial status hearing on December 5, 2017, the case dismissed with prejudice. Given the circumstances of this case including the frivolity of Plaintiffs' Complaint, the Court cannot certify that the appeals are taken in good faith. The Court accordingly

CONCLUSION

for the aforementioned reasons, the Court denies the Moving Plaintiffs' motions for leave to appeal in *forma pauperis*. They are thus required to pay any filing and docketing fees required by the Court of Appeals. The Court advises that Federal Rule of Appellate Procedure 24(a)95) permits an appellant "to file a motion to proceed on appeal in forma pauperis in court of appeal within 30 days after" the district court clerk provides notice that this Court has denied the in forma pauperis application. it is so ordered.