

19-8001

ORIGINAL

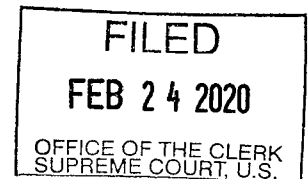
IN THE
US Supreme Court of Legal Clients

VALERY VINAROV (PRO SE),
Petitioners,
v.

CITIMORTGAGE, INC.,
JP Morgan Chase

Respondents.

On Writ of Certiorari to the Illinois Supreme
Court of Appeals for all Circuits



PETITION FOR A WRIT OF CERTIORARI

VALERY VINAROV, PRO SE
Main – (312) 399-2447
Voice over IP – (312)-324-0203
VVINAROV@ATT.NET

WWW.TREVIMEDIA.NET
*Owned Business representing
6 (six) Prominent Russian
Companies*

Questions Presented

1. Whether US Constitution equally applicable to all entities in US, including large corporations – Banks.
2. Whether Property ownership rights are still the fundamental right of the US Constitution for all other rights, including the Right to be Free, or it has degraded to Karl Marx and Communists standards.
3. Whether US Judicial system maintains equality for all Parties to the case.
4. Whether US Judicial System Maintains its independence or it evolved into slavery institution implicitly complying with large corporations'/Banks' wants and likes.
5. Whether US Judicial System still supports equality of all Parties effected by litigation.
6. Whether US Judicial System allows judges to modify existing Laws to support fabricated decisions in favor of large corporations/Banks and illegal expropriation of Property from absolute owners as declared by Law and guaranteed by US and State Constitutions.
7. Whether it is proper to ignore evidences supporting Ownership Rights and ignore merits of the case and instead fabricate unlawful excuse in favor of Banks.
8. Whether US Judicial System supports False Claims based on unilaterally modified/falsified documents, fraudulent (as declared by Law) loans, and proven Fraud upon the Court.

PARTIES TO THE PROCEEDINGS

All parties appear in the caption of the case on the cover page.

TABLE OF CONTENTS

QUESTION PRESENTED	3
PARTIES TO THE PROCEEDINGS	4
TABLE OF AUTHORITIES	7
OPINIONS BELOW	9
STATEMENT OF JURISDICTION	9
CONSTITUTIONAL PROVISIONS INVOLVED	9
STATEMENT OF THE CASE	10
REASONS FOR GRANTING THE WRIT	40
CONCLUSION	38
APPENDIX	41
APPENDIX A - Cook County Circuit Court Denial of Irina 2-1401 Petition	41
APPENDIX B - Appellate Court Order Denying Irina 2-1401 Petition due to "not bona fide" Party to underlying Foreclosure Litigation	43
APPENDIX C - Appellate Court Order in Response to Motion to Reconsider	45
APPENDIX D - Illinois Supreme Court Notice of Order	47
APPENDIX E - Irina Proof of Ownership - Partial Down-Payment	49
APPENDIX F - Irina Investment into House with Interest	51
APPENDIX G - Irina Payment of Taxes for 7 successive Years (Checks)	53
APPENDIX H - Citi RESPONSE IN OPPOSITION TO DEFENDANT VINAROV'S MOTION TO RECONSIDER	57
APPENDIX I - Chase - PLAINTIFF'S MOTION TO DISMISS COMPLAINT TO Foreclose MORTGAGE	62
APPENDIX J - Chase Letter - "you do not owe us the debt"	64
APPENDIX K - Summary Judgment, refusal to Adjudicate Fraud on Court	66
APPENDIX L – Notarized Citi affidavits with Mortgage modification. Attempt to Hide Employees IDs who tampered with Mortgage modification.	72
APPENDIX M - Appellate Court Order Denying Irina Petition for Waiver of Court Fees	76
APPENDIX N – Warranty Deed and Order Denying Irina Petition for Intervention as Untimely in violation of (735 ILCS 5/) Code of Civil Procedure, Sec. 13-101	78

APPENDIX O – Illinois Appellate Court order denying to adjudicate Fraud upon the Court and copy of Motion to Reconsider Order of February 14, 2020 and Request to Adjudicate Fraud upon the Court	81
--	-----------

TABLE OF AUTHORITIES

Cases

<u>Alan G.Keiran and Mary Jane Keiran v. Home Capital, Inc.</u> US Supreme Court, 17-672...	14
<u>House of Vision, Inc. v. Hiyane</u> , 37 Ill.2d 32, 225 N.E.2d 21 (1967)).	14
<u>Universal Oil Prod.Co vs. Root Reining Co.</u> , 328 U.S. 575,580, 66 S.Ct.1176).....	19
<u>People of the State of Illinois v. Fred E. Sterling</u> , 357 Ill. 354; 192 N.E. 229.....	19
<u>Allen F. Moore v. Stanley F. Sievers</u> , 336 Ill. 316; 168 N.E. 259.....	19
<u>Thomas Stasel v. The American Home Security Corporation</u> , 362 Ill. 350; 199 N.E. 798...19	
<u>Demjanjuk v.Petrovsky</u> ,10 F.3d 338, 348.....	19
<u>Skelly Oil Co.v.Universal Oil Products Co</u> , 338 Ill.App.79, 86 N.E.2d 875, 883-4 (1949)..19	
<u>D'Oench, Duhme & Co., Inc. v. FDIC</u>	22
<u>Merchandise Nat'l Bank of Chicago v. Kolber</u> , 50 Ill.App.3d 365, 365 (1st Dist. 1977)....14	
<u>Moody & Waters Co. v. Case-Moody Pie Corp.</u> , 354 Ill. 82, 187 N.E. 813 (1933).....14	
<u>Harreld v. Butler</u> , 2014 IL App (2d) 131065, ¶ 13 (citing <u>Pagano v. Rand Materials</u>	
<u>Handling Equipment Co.</u> , 249 Ill. App. 3d 995, 998-99 (1993).....	26
<u>Deutsche Bank v. Hart</u> , 2016 IL App (3d) 150714.....	28
<u>Hazel-Atlas Glass Co. v. Hartford Empire Co.</u> ,332 U.S. 238 (1944)).....	19
<u>Deutsche Bank National Trust Company, vs. FDIC</u>	34
<u>Royster</u> ,361 N.C. 560, 563(2007); <u>Town of Sylva v. Gibson</u> ,51 N.C. App. 545(1981).....	31
<u>Cochise Consultancy, Inc. et al. v. United States ex rel. Hunt</u> , No. 18-315, 587 U.S.....	32
<u>Deutsche Bank National Trust Company, vs. FDIC</u> - Case 1:09-cv-01656-RMC	37
<u>Ritter v Ritter</u> , 381 Ill. 549 (1943)..	37
<u>Bartlett Bank & Trust Co. v. McJunkins</u> , 147 Ill.App.3d 52 (1st Dist. 1986).....	37
<u>Carrico v. Delp</u> , 141 Ill. App. 3d 684 (4th Dist 1986);.....	37

Statutes

Consumer Credit Protection Act (15 U.S.C. 1635).....	14
--	----

Constitutional Provisions

United States Constitution, Amendment V.....	9
United States Constitution, Amendment XIV.....	9

OPINIONS BELOW

Decision by the Illinois Court of Appeals, First District, was entered on 7/18/2019 and 08/01/2019 was not reported. Decision by the Illinois Supreme Court denying Vinarov's direct appeal was entered on 11/26/2019 and was not reported. Illinois Supreme Court denied Vinarov's petition for rehearing on 11/26/2019. These orders are included in the appendix. Appellate Court case 1-19-1167 (underlying litigation) was opened to adjudicate proven Fraud upon the Court. On 2/14/2020, Appellate Court entered Summary Judgment, avoided/failed to adjudicate Fraud upon Court, fabricate excuse "Vinarov is Late", approved stealing of Irina Property (Appendix K)

JURISDICTION

Illinois Supreme Court denied Vinarov's petition for rehearing on 11/26/2019 Vinarov invokes this Court's jurisdiction under 28 U.S.C. §1257, having filed this petition for a writ of certiorari within ninety days of Illinois Supreme Court's judgment.

CONSTITUTIONAL PROVISIONS INVOLVED

United States Constitution, Amendment V:

No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offense to be put twice in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

United States Constitution, Amendment XIV:

All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

STATEMENT OF THE CASE

In 2010, plaintiffs Chase and Citi instigated foreclosure litigation against Valery Vinarov in connection with Property known as 2410 Brockway St., Palatine, IL 60067. As will be demonstrated and proven, both banks filed False Claims against Valery Vinarov.

Under US and Illinois law, Petitioner Irina Vinarov ("Irina,") and not Valery Vinarov is absolute owner of the Property. Her ownership rights are derived from the following:

1. Partial down payment of \$28,000 (Appendix E);
2. Payment of Property Completion Costs, over \$285,000 (Appendix F);
3. Payment of Taxes for 7 successive years (Appendix G);
4. Occupying and Controlling Property for 22 consecutive years.

CitiMortgage and JPMorgan Chase brought a foreclosure action against Irina's brother, Valery Vinarov. Irina was not party to this foreclosure action. **Her attempt to intervene in foreclosure action was denied, despite production of irrefutable evidence establishing her ownership rights.** Irina's property was unlawfully expropriated in Foreclosure Litigation instigated by banks against Valery Vinarov (who, as will be demonstrated, is not owner of Property), and sold. **Said litigation was used as tool to rob Irina of her Property Ownership rights (without any compensation), and to unlawfully confiscate everything she worked for her entire life.**

Irina's Property Ownership Rights, guaranteed by US Constitution, 5th and 14th Amendments, were grossly violated by Banks and Illinois Courts. **Irina is not party to any Valery Vinarov loans and was not notified of Foreclosure Litigation. Judgments of Foreclosure Litigation were attained through Fraud upon Court (see below).** Irina is

independent entity and has the right to file claims of her Property Ownership Rights in any Court. However, Illinois lower Court refused to review and to adjudicate merits of Irina Ownership Rights. Illinois Supreme Court essentially refused to adjudicate Irina ownership rights by entering one word order –“Denied”, and refused to provide any explanation of reason for denial.

Federal Courts consider failure to provide explanation as abuse of Discretion. Federal Rule 8(2) states: Denials—Responding to the Substance. **A denial must fairly respond to the substance of allegation.** Code of judicial conduct does require a judge to "respect and comply with law, to "be faithful to law and maintain professional competence in it, and to "accord to every person who has a legal interest in proceeding, right to be heard according to law. Moreover, it would be incongruous if principle "ignorance of the law is no excuse" applies to everyone but those charged with interpreting and applying law to others.

It appears that Illinois courts, instead of serving Justice and Fairness, act as Banks' extension, supporting illegal, greed driven desires to confiscate and expropriate Property which belongs to US Citizens. Illinois courts essentially validated Fraud upon Court, filing of unilaterally modified-falsified documents and filing of False Claims based on fraudulent and invalid Mortgages.

Absolutely unjustifiable actions by Chase, Citi and the Illinois Courts against Irina can be explained only by one reason – **Irina is US Citizen of Russians Origin.** Discriminatory actions of US largest banks against minorities are well known, publicized facts. Japanese Americans were forcefully relocated and incarcerated in concentration camps in western interior of US of about 120,000 people. **Is that now time for American Citizens' of Russian origin not to be equal, just because they are JUST Russians?** We were

welcomed JUST once - to exploit our knowledge, creativity, experience and very rare ability to create absolutely new technologies and businesses, but no one explained back then that JUST Russians must do EVERYTHING FOR FREE and after they do what was desired of them, are allowed to be robbed and converted into slaves - is that a true meaning of one word order –“Denied” by Illinois Supreme Court? **Did Illinois Supreme Court establish NEW SLAVERY FOR RUSSIANS ONLY???** Or is it a modern way US projects its image to others despite that slavery was once and for all abolished/PROHIBITED in US. In Russia serfdom/slavery was abolished in 1860. It is NOT new way of thinking it was once repeated by Nazis in Germany. Is it new American way???

Irrefutable evidences produced by *Pro Se* Litigants are ignored/refused to be heard and adjudicated by Lower Courts. It has to be understood - high/well paid American Jobs were exported overseas, in name of greed, jobs and source of income were stolen from common Americans by Large Corporations, including banks, and perpetrators are rewarded through utilization of 300 years old, outdated Foreclosure Laws which do not meet current US and Global business paradigm, and act in controversy to country's economic interests.

Further, it has to be understood and considered; victims of modern US financial and economic conditions (those, whose source of income was stolen) cannot afford to hire attorneys and have to represent their Constitutional Rights and interests as *Pro Se*. Essentially, common US Citizens are deprived of ability to be adequately represented in modern Judicial System which supports Banks' interests only.

Irina has MS Degree in Mechanical Engineering. Her brother, Valery has MS Degrees in Computer Science and Electrical Engineering; Irina's parents were retired Russian Doctors and invalids of World War II – no attorneys in the Family. **Irina had no**

knowledge of her Property Ownership Rights, which are guaranteed by US Constitution, until November 2015.

**VIOLATION BY BANKS OF IRINA PROPERTY OWNERSHIP RIGHTS
GUARANTEED BY US CONSTITUTION**

CitiMortgage (Citi)

At the time of Property purchase on December 8, 1997 (Closing), ABN Amro/Citi was timely and properly notified by Irina that Property was purchased for Vinarov's Parents. ABN Amro/Citi accepted partial down payment of \$28,000 from Irina and was timely and properly notified of Irina investment/payment of House Completion Costs (validated by Builder). Despite knowledge and understanding that both Vinarovs had absolutely no knowledge of Irina ownership rights, ABN Amro/Citi refused to include Irina as borrower (stating – "it is unimportant") and **in Violation of Irina ownership rights guaranteed by US Constitution, failed to record Irina as owner of the property (ousted Irina and Parents of her/their ownership rights) in Warranty Deed and Title records.** ABN Amro/Citi failed to disclose to both Vinarovs true meaning/impact and legal importance of Warranty Deed and Title Records, and knowing that both Irina and Valery are acting under mistake as to undisclosed material facts. Where a fact vital to a contract is known by one party and not by other, contract is voidable. Further, where party knowing fact also knows that other does not know it, non-disclosure is **Fraudulent**. 401 N.E.2d at 624 – 625. Applying this theory to evidence before it, **the Supreme Court of United States ruled that there was a duty to disclose facts regarding the purchase of articles and that failure to do so, constituted grounds for rescission.** Rescission contemplates restoring parties to status quo. Court with equity powers is able to return both parties to substantially their

original situation.

Valery Vinarov in underlying foreclosure litigation timely filed request for ABN Amro/Citi Mortgage rescission prior to Property Sale on November 18, 2014 in Request for Evidence and Opinion; Motion for Leave to File Affirmative Defenses and Other Motions in Connection with Defenses of Vinarov's Case on, December 23, 2014 and in Motion to Reconsider Judgment of Foreclosure. TILA'S EXPRESSED EXTENDED RIGHT TO RESCIND CONFIRMS THAT THE RESCISSION RIGHT IS NOT TERMINATED IF EXERCISED BEFORE THE SALE. (Alan G. Keiran and Mary Jane Keiran v. Home Capital, Inc. US Supreme Court, 17-672). Likewise states Illinois Consumer Fraud and Deceptive Business Practices Act, (815 ILCS 505/) stating:

(b) in which consumer is accorded the right of rescission by provisions of the Consumer Credit Protection Act (15 U.S.C. 1635) or regulations issued pursuant thereto;

Irina re-states, ABN Amro/Citi intentionally failed to disclose to Vinarovs their parent's and Irina's Property ownership rights guaranteed by US and Illinois Constitutions, and convinced Vinarov to enter disadvantaged Contract - **agreement designed to accomplish unlawful purpose is illegal and void.** Because courts will not lend their aid to wrongdoers who are parties to such an instrument, courts will not enforce agreement (Merchandise National Bank of Chicago v. Kolber, 50 Ill.App.3d 365, 365 N.E.2d 688, 8 Ill.Dec. 450 (1st Dist. 1977)), rescind it (Moody & Waters Co. v. Case-Moody Pie Corp., 354 Ill. 82, 187 N.E. 813 (1933)), or reform it to delete the illegal provision to make it enforceable (House of Vision, Inc. v. Hiyane, 37 Ill.2d 32, 225 N.E.2d 21 (1967)).

If Valery and Irina Vinarov would have any inkling that his family members' Constitutional and/or any other rights are violated, he would never enter such

Contract/Mortgage, nor Irina would allow that to happen. Both Vinarovs had no intentions to make a present to Citi when money was paid by Irina.

Violation of Irina Ownership Rights guaranteed by US Constitution by Illinois Courts.

As soon Irina accidentally learned of her Property Ownership rights guaranteed by US Constitution (late November 2015), she filed as a Matter of Right Petition for Intervention into Foreclosure Litigation on December 8, 2015. **Court had no discretion whatsoever.** Nevertheless, orchestrated by Citi and Chase attorneys, Cook County Circuit Court entered order denying Irina Intervention with absurd explanation – Irina is Late. **Irina Petition was not late by any means - 735 ILCS 5/13-101 states: “Sec. 13-101. Twenty years - Recovery of land.** No person shall commence an action for the recovery of lands, nor make an entry thereon, unless within 20 years after the right to bring such action or make such entry first accrued, or within 20 years after he, she or those from, by, or under whom he or she claims, have acquired title or possession of the premises”. Circuit Court refused to review merits of Irina’s claim and evidence. It just denied Irina Intervention **with objective to support Banks’ intent to eliminate Irina as an obstacle to unlawfully confiscate owned by Irina Property.** By refusal to adjudicate merits of Irina claims, Circuit Court of Cook County not just denied Irina of her Property ownership rights guaranteed by US Constitution, it abused discretion and given powers, validated and approved robbery of Irina right under roof of US Judicial System, acted as an accomplice to stealing Property – everything Irina worked for her entire life.

On May 6, 2019, Irina timely and properly filed Petition for Relief from Void Judgments (735 ILCS 5/2-1401) Entered based on Fraudulent Evidences and Falsified Documents with Circuit Court of Cook County. Circuit Court denied to review Petition

stating that it has no Jurisdiction. **Did Circuit Court refused to review Fraud upon Court, filing False Claims based on documents falsification and Fraudulently originated Loan or, Just because Irina is Pro Se, and just Russian?**

On June 5, 2019, Irina timely filed Notice of Appeal with Illinois Appellate Court 1st Division – case number – 1-19-1173. Appellate Court entered Order prohibiting Irina to file (735 ILCS 5/2-1401) Petition stating: “Whereas the petitioner has failed to prove that she was a bona fide party in case number 10CH27778 and is therefore allowed to seek relief from judgments in the case, she cannot appeal from that order”, and “*Any additional motions by petitioner related to this case will be considered frivolous and treated accordingly*”. Firstly, Irina not been attorney, did not know of her right to appeal denial of Intervention. Secondly, 735 ILCS 5/2-1401 Act, identical to Federal Rule 60 - Relief from judgments, does not contain single word, absolutely nothing in 735 ILCS 5/2-1401 Act mandates that only parties to original action are eligible to seek relief from erroneous judgments. Facts of this case perfectly illustrate why such order is contrary to both, plain meaning and purpose of the statute. In her petition, Irina advanced number of legal and equitable arguments supporting her Property ownership rights.

Irina is bona fide party who provided court with evidence of her contributions to both, home purchase, property completion and upkeep and paying taxes for 7 years. Tax liens have highest priority, higher than Mortgages. On the contrary, **the 2-1401 act as Rule 60, allows to correct all voidable orders and judgments, including denial of Intervention.** Appellate Court, First District, similarly to Circuit Court by denying Irina Intervention, did not reach the substance of Irina’s petition. Furthermore, **Rule 60 establishes grounds for relief** from a Final Judgment, Order, or Proceeding. On motion

and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons:

(3) fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party, and

(6) **any other reason that justifies relief**

Irina Produced, proven irrefutable evidences of Property Ownership, and proven Fraud upon the Court by both banks, constitutes “any other reason that justifies relief”.

Why Appellate Court denied, prohibited Irina to claim Ownership Rights guaranteed by US constitution? Because she irrefutably reveals Fraud upon the Court by Banks??? because she is *Pro Se*??? because she is US Citizen of Russian Origin??? Or because Irina with her irrefutable ownership rights had to be eliminated as obstacle to **Banks stealing Property**???

On September 5, 2019, Irina attempted to file Petition for Appeal as Matter of Right with Illinois Supreme Court. However, as result of content erroneously entered by Appellate Court order – “not bona fide party in case number 10CH27778”, Illinois Supreme Court Clerk, despite Valery objections (as matter of Law he cannot represent Irina) **Clerk requested/demanded Irina’s Petition to Appeal to be and was filed in Valery name under Appellate Court case number 1-19-1167 – Illinois Supreme Court case # 125242.** Essentially, **by such filing action, Irina was eliminated as individual** and was converted into powerless, without any rights entity/slave – nothing and nobody. **Essentially, Irina was stripped of her Constitutional rights by Illinois Supreme Court and in violation of Law, just because she is Russian, and nowadays, it is not fashionable to be of Russian**

**origin, so who is going to be NOT fashionable tomorrow??? Irina's and who else
Constitutional rights will be GROSSLY VIOLATED?!!**

It is reasonable for anyone with minimal logical sense, to conclude that entire Illinois (US) Judicial System, starting with Cook County Court and ending with Illinois Supreme Court acted as an organized crime – eliminating Lawful, Absolute Owner of Property with objective to satisfy vandals – Large Banks' interests, acting as accomplice validating Documents Falsification, False Claims, Fraud upon the Court, Financial Fraud and Tax Evasion. Is that what modern US Judicial System has evolved into – accomplice to criminal acts? **Irina claims were not adjudicated, just fabricated unlawful excuses depriving her of her Property rights guaranteed by US Constitution and are tolling.** It is absolutely irrefutable, Irina's ownership has nothing to do with manufactured foreclosure litigation, she has the right to file her claims with any Court, including overseas courts.

FRAUD UPON THE COURT

Fraud upon the court is one of most serious violations that can occur in court of law. If Fraud upon Court occurs, effect is that entire case is voided or cancelled. Any ruling or judgment that court has issued will be void. It is irrefutable, Trial Court failed to adjudicate Irina and Valery's Fraud upon Court claims. Appellate Court avoided/refused even to comment on Fraud upon Court charges/allegations in Summary Judgment (Appendix K). Fraud became common, everyday business practice of many banks destroying economy of this once prosperous country. Our Judicial System is only mechanism available to stop banks' arbitrariness and restore morals and prosperity Country Deserves.

US Supreme Court has specifically recognized that “inherent power of any court to investigate whether judgment was obtained by fraud, is beyond question.” Universal Oil Prods. Co. v. Root Refining Co., 328 U.S. 575, 580 (1946)(citing Hazel-Atlas Glass Co. v. Hartford Empire Co., 332 U.S. 238 (1944)).

It is clear, well-settled Illinois law - **any attempt to commit "fraud upon court" vitiates entire proceeding**. People of the State of Illinois v. Fred E. Sterling, 357 Ill. 354; 192 N.E. 229 (1934) ("Maxim that fraud vitiates every transaction into which it enters applies to judgments as well as to contracts and other transactions."); Allen F. Moore v. Stanley F. Sievers, 336 Ill. 316; 168 N.E. 259 (1929) ("Maxim that fraud vitiates every transaction into which it enters ..."); In re Village of Willowbrook, 37 Ill.App.2d 393 (1962) ("It is axiomatic that fraud vitiates everything."); Dunham v. Dunham, 57 Ill.App. 475 (1894), affirmed 162 Ill. 589 (1896); Skelly Oil Co. v. Universal Oil Products Co., 338 Ill.App. 79, 86 N.E.2d 875, 883-4 (1949); Thomas Stasel v. The American Home Security Corporation, 362 Ill. 350; 199 N.E. 798 (1935).

Fraud upon Court Definition Criteria

United States Court of Appeals for Sixth Circuit has set forth five elements of fraud upon court which consist of conduct: “1. On part of an officer of the court; 2. That is directed to ‘judicial machinery’ itself; 3. That is intentionally false, willfully blind to the truth, or is in reckless disregard for truth; 4. That is positive averment or is concealment when one is under duty to disclose; 5. That deceives court.” Demjanjuk v. Petrovsky, 10 F.3d 338, 348(6th Cir. 1993). **All Irina claims of Fraud upon Court meet set Requirements and were ignored and /or refused to be adjudicated.**

Fraud upon Court by CitiMortgage.

1. Per Court Order to produce evidences of Vinarov consent to Mortgage modifications made by Citi, Citi filed RESPONSE IN OPPOSITION TO DEFENDNT VINAROV'S MOTION TO RECONSIDER. In that response, Citi confessed to unilateral Mortgage modification-falsification: **"CMI states that it does not have any documents whereby it or its attorneys requested that Vinarov agreed to a modification of the mortgage. It accordingly also has no documents in which Vinarov consented to a modification."** (Appendix H, page 3). By nature of made modifications (applied over Vinarov signature), Citi forged Vinarov signature – **ignored not adjudicated.** Citi's confession establishes irrefutable, adjudicative fact – Citi unilaterally modified-falsified Contract/Mortgage, in violation of Contract Law, and filed falsified document with Government Institutions – Recorder of Deeds and Circuit Court of Cook County in Foreclosure Litigation – **criminal offence**. Contract Law mandates party seeking Contract modification/reformation to submit Form SF 30 and to seek other party Consent. Filing falsified documents with Court constitutes False Claims and **Fraud upon the Court – ignored/not adjudicated.**

Citi confession is sufficient/adequate to dismiss all Citi claims, to find Citi guilty filing False Claims, and to order Citi to compensate both Vinarovs, Irina and Valery for damages in accordance with Law - (740 ILCS 175/) Illinois False Claims Act and False Claims Act (FCA), 31 U.S.C. §§ 3729 – 3733.

Instead, Circuit and Appellate Courts closed eyes, ignored Citi confession, shoveled under rug *Pro Se* produced evidences, and granted Citi's Motion for Summary Judgment based on falsified documents – and thereby validated Mortgage falsification, signature forgery, filing False Claims and Property confiscation attained through

Fraud.

Vinarov produced three copies of contract/mortgage: **(1)** 2003 Contract signed by Vinarov (Borrower Copy) – it is not blank Mortgage, it identifies loan amount – 280,000; **execution date March 12, 2003**; identifies Borrower - Valery Vinarov, single; Lender – ABN Amro; Lender Location – State of Delaware; it is not signed by Vinarov because it is his personal Copy. Borrower Copy was given to Vinarov on Mortgage execution day - March 12, 2003 in compliance with Paragraph 17: “Borrower shall be given one copy of the Note and this Security Instrument”. **Borrower’s Copy accepted as evidence by Trial Court.** It is invalid – does not have Contract Subject Matter.

(2) Copy of Citi original complaint with unilaterally modified/falsified Contract with added by Citi Property Legal Description identifying wrong Property not owned by Vinarov – **Fraud upon Court.**

(3) Citi’s Amended Complaint (Count II – Reformation of Mortgage) contains second version of Falsified Mortgage and states: “On or about February 17, 2004, Defendant executed a Mortgage” – fraudulent attempt to insinuate that Vinarov signed unilaterally modified-falsified Mortgage on February 17, 2004 - **Fraud upon Court.** Mortgage was executed on March 12, 2003. On February 17, 2004 (**year after contract execution**), Citi filed/recorded modified-falsified-invalid Mortgage with Cook County Recorder of Deeds. **Vinarov did not sign falsified Mortgage** (Vinarov and Witness filed affidavits). Vinarov had no knowledge of Contract modification-falsification until late 2014.

Citi’s Amended Complaint, paragraph 8, Count II, states: “... **due to mutual mistake**, Legal Description in Mortgage contains an error, in that it fails to identify the appropriate section in which property is located” – **There was, nor possibly could have been “Mutual**

Mistake” in unilaterally modified-falsified by Citi Mortgage. There was no Property Legal Description in executed on March 12, 2003 Mortgage. Citi statement constitutes consent - Legal description in falsified Mortgage (original complaint) identified wrong Property not owned by Vinarov. Fraud upon Court -

Citi’s Amended Complaint contained second modification-falsification of Contract/Mortgage produced as Exhibit A. As matter of Law, Citi had no right to change/modify anything (not a single letter) in Contract/Mortgage without Vinarov consent.

Three counts of Fraud upon Court in one document – ignored/not adjudicated.

Citi, in CITIMORTGAGE ANSWER TO PETITION FOR LEAVE TO APPEAL OF VALERY VINAROV, stated: "... 2003 Mortgage expressly contemplates the post-execution", "pre-recording addition of PIN and Legal Description and Vinarov agreed to that when he signed 2003 Mortgage (and separately initialed the page indicating that the legal description would be added" – **Obnoxious Lie and Fraud upon Court, not adjudicated.** Contract Law - UCC, Federal, State and Common laws mandate **contract language to be precise and comprehensive.** Language of 2003 Mortgage, executed by Vinarov, is precise and comprehensive. Citi admitted that it references Page 3 of Contract/Mortgage “contemplating” that Legal Description will be added – **Fraud upon Court.** There is not single word stating that anything can be “contemplated”. **There is nothing, not single word, in page 3 nor in entire Mortgage content allowing unilateral addition of anything to Contract later – Fraud upon Court – ignored/not adjudicated.**

On contrary, United States Supreme Court after case of D'Oench, Duhme & Co., Inc. v. FDIC (D'Oench Duhme doctrine was officially codified by US Congress into law in 1989), mandates all Bank communications to be in writing – **this is law.** Moreover,

Mortgage/Contract Paragraph, in compliance with Law, specifically mandates same:

“15. Notes: All notes given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower’s notice address if sent by other means.

...If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument”. Paragraph 15 of the Mortgage states: 15. Notices: All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Citi consented (see above).

Citi twice committed Fraud upon Court during Appellate proceedings by stating “Vinarov consented to the addition of the PIN and legal description to the 2003 Mortgage”, and “Vinarov ratified the 2003 Mortgage”. Vinarov ratified Mortgage on March 12, 2003 in form it was presented to him, and did not agree to any unilateral post-execution additions-modification.

Notarized Affidavits filed by Citi with Trial Court, irrefutably reveal Citi employees’ numerous attempts to tamper with Contract/Mortgage (Appendix L) with objective to hide/conceal IDs of Citi employees involved in Contract modifications-falsification. Tampering with documents filed with Government Institutions (Court) constitutes irrefutable criminal offence and **Fraud upon Court**.

Notarized Citi Affidavits reveal and serve as proof of Financial Fraud and Tax Evasion committed by Citi and its attorney Elsnic who included Client Advances in calculation of Mortgage Security in Judgment of Foreclosure. Said Affidavits do not contain/include Client Advances – Financial Fraud and Tax Evasion, Fraud upon Court. Instead, said Affidavits reflect escrow account established to pay Real Estate Taxes, and not a single word and/or reference to **Client Advances (not applied for, nor received by Vinarov)**. Escrow Account and Client Advances are different financial categories; both

(according to IRS support specialist) are tax deductible. Further, **Vinarov produced evidence that** Water Miter Bills, Hazard Insurance and bankruptcy fees (Chapter 7), included into calculation of Mortgage Security calculation were paid by Vinarov – **financial fraud and tax evasion, Fraud upon Court. Ignored/Not adjudicated. Calculation in Judgment of Foreclosure, by Citi attorney, of interest on discharged in Bankruptcy Loan - not existent – irrefutable Fraud upon Court, Financial Fraud and Tax Evasion.**

Citi assertions concerning Irina Vinarov right to Intervene: “Regardless of whether the trial court (or this Court) properly determined whether Irina Vinarov should have been allowed to intervene **when she petitioned the trial court** for such relief, Appellant may not seek review of that decision.” **Firstly**, and not “regardless”, Citi attorney recognizes Irina’s irrefutable Property ownership rights, and that Trial Court inappropriately denied Irina Intervention, **grossly violated Irina’s Property ownership rights guaranteed by US Constitution (5th and 14th Amendments).** Fifth Amendment states; “No Person ... shall be deprived of life, liberty, or property, without due process of law.” **Irina was deprived by Trial Court of Due Process and fair procedures.**

Property rights constitute Foundation of All Rights, including right to be free. US Property Rights establish and support fundamental difference between Capitalist and Communist ideologies. **Irina’s Constitutional Rights of Property Ownership were violated by ABN Amro/Citi from the day of Property purchase.** ABN Amro/Citi did not hesitate to take Irina’s \$28,000 as part of down payment, was properly informed of Irina investment into house completion (affirmed by builder), but **failed/refused to record Irina as owner.** It has to be made clear, both Vinarovs have Constitutional right to defend their property, and if forced into, will claim their rights in Russia with Business Partners (as part

of business litigation). Business Partners assessed their Business Losses resulted from Chase actions against Vinarov, equal to \$1.3 trillion (6 companies for 11 years). It won't be a Foreclosure Case, it will be Business Litigation to recover Business Losses inflicted on Russian Business partners and both Vinarovs – Irina and Valery.

Secondly, and most importantly, **Citi knowingly grossly misrepresents Irina claims – intentionally false, willfully blind to truth, and reckless disregard for truth – Fraud upon Court.** Irina made investment as partial down payment of \$28,000 into Family House, paid over \$285,000 for house completion and upkeep; paid Taxes for 7 consecutive years, occupied and controlled Property for 22 years. Property value assessed by WaMu - \$725000.00. **As Matter of US and Illinois Law, Irina is ABSOLUTE OWNER of the Property. Merits of Irina's Property Ownership Rights were intentionally ignored, refused to be adjudicated by Illinois Courts**, just unsubstantiated, unlawfully fabricated technicalities associated with her intervention. Instead, Citi filed False Claims against Valery Vinarov, who as a matter of Law is not a Property Owner – Irina is as her Tax Lien has the Highest Priority, higher than Mortgages. Refusal to review and adjudicate merits of Irina's ownership rights constitutes **gross violations of US and Illinois Constitutions, denial of Due Process. Irina had no intention to make present of over \$730,000 to the bank.**

Judges of this Court should place themselves in Irina position and imagine how they would feel if their investment of over \$300,000 would be allowed to be stolen. It would be proper to explain Irina why she is allowed to be robbed right under US Judicial System roof, - because Irina is US Citizen of Russian origin, or because she is a woman, or because she is elder and disabled, or because she is *Pro Se*.

Denial of Irina, Absolute Owner, intervention was Citi attorney (supported by Illinois Courts) deliberate intent to eliminate Irina as obstacle to stealing Property – **Fraud upon Court.** Constitutional rights, just as Fraud upon the Court charges, have no statute of limitations.

Citi filed **request to reform unilaterally modified-falsified and invalid Contract/Mortgage under Nunc pro Tunc umbrella – Fraud upon Court.** Nunc pro Tunc order is a way for Judge to correct previously made order, which was improperly entered or expressed. In this case, it is erroneously applied by Trial Court to reform illegally modified-falsified (twice) contract. Illinois Appellate Court stated: “The court noted that, because Nunc pro Tunc amendment may reflect only what was actually done by the court but was omitted due to clerical error, Nunc pro Tunc amendment must be based on some note, memorandum, or other memorial in court record.” Harreld v. Butler, 2014 IL App (2d) 131065, ¶ 13 (citing Pagano v. Rand Materials Handling Equipment Co., 249 Ill. App. 3d 995, 998-99 (1993)). **In this case, there was nothing done wrong by Court to correct, and/or no Court’s Clerk error.** Instead, Nunc pro Tunc was used by court to **reform falsified (unenforceable) Contract** – it’s most essential element – subject matter (Property Legal description). **Nunc pro Tunc retroactive action was used by court to create new and enforceable contract.**

Citi is represented by licensed attorneys who are well aware that judgment Nunc pro Tunc is an **action by trial court correcting clerical (rather than judicial error) in prior judgment.** Citi attorney is well aware that **he requested to reform unilaterally modified - falsified in violation of Law and invalid Contract with forged Vinarov signature, describing wrong Property not owned by Vinarov – Fraud upon Court** and absurdity at

its apogee. Obviously, there could not possibly be any Trial Court clerical errors in falsified Contract/Mortgage. Court could not be party to the Contract. Erroneously, trial court validated Citi request and by reforming falsified Contract/Mortgage, created a new Contract in Citi favor – unheard incident in Jurisprudence history – erroneously - validated Fraud upon Court. This is exactly what Russian Business Partner’s attorneys are looking for: “ Evidence(s) of Judicial System acting as accomplice to criminal acts of documents falsification, and rewarding perpetrators with illegal Property expropriation”.

In Appellate Court Brief, Citi states: “Any Error in trial Court’s Ruling was Harmless.” Really??? Failure by trial Court to adjudicate Fraud upon Court, validation of documents falsification, validation of Property stealing is harmless??? It carried Enormous Harm to Irina, Valery and their family – Court validated unlawful expropriation/confiscation/stealing of Vinarovs’ Property – everything Vinarovs Family worked for their entire lives. Is Stealing of Vinarovs’ property/house Harmless??? Would Justices of this Court wish their properties to be stolen? Would they consider that stealing – Harmless??? Emotionally Torturing Vinarov’s Family with Fraud for ten years is Harmless? – Barefaced Fraud upon Court!!! Illinois Courts acted as accomplices to CRIMINAL ACT of unlawful Property expropriation and call it harmless just because it was committed against US citizens of Russian origin?

Citi statement: “...Appellant failed to show that Plaintiffs’ Mortgage was either invalid or unenforceable” – bare face lie, gross misrepresentation of Facts - intentionally false, willfully blind to truth - Fraud upon Court. As soon as Vinarov learned of Citi’s unilateral, in violation of Law, Contract/Mortgage unilateral modification-falsification (late

2014), he requested Citi to produce evidences reflecting Vinarov consent to modifications.

After 8 month of requests and Court order to produce evidences/documents, Citi consented to unilateral Contract modification, acknowledged that it violated the very foundation of Contract formation – meeting of minds. **Contract became invalid and unenforceable.** Appellant irrefutably proven, and Citi consented - **Plaintiffs' Mortgage was invalid and unenforceable.**

In Appellee Brief, Citi references/cites Deutsche Bank v. Hart, 2016 IL App (3d) 150714 - intentionally false, willfully blind to truth – **Fraud upon Court. Hart is inapplicable to Vinarov** case for number of reasons: (1) Hart owned Deutsche Bank \$715,000. **Vinarov does not owe Citi a penny – discharged in Bankruptcy, Chapter 7;** (2) Deutsche Bank had Valid Lien containing correct Property Legal Description. **Citi does not have Valid Lien – produced**, unilaterally modified-falsified Mortgage with forged Vinarov signature (Citi consented, see above at page 19) and identifying wrong Property not owned by Vinarov; (3) Deutsch Bank – Hart dispute involved size of property's partition intended to be mortgaged, not identification of property itself; and (4) Parties to dispute for three years negotiated and renegotiated said matter and no agreement was reached. Most importantly, in Hart, there was written agreement reached between parties that Legal Description of **partition** would be added at a later time. Here, there was no negotiations of any kind, nor any agreement reached for post execution addition of anything to the Mortgage. As noted above, Citi affirmatively admitted that it did not seek, and did not receive, consent to modify mortgage from Vinarov. Mortgage at page 3 states: "THE WITHIN MORTGAGE CONSTITUTES A FIRST LIEN ON THE PREMISES DESCRIBED HEREIN" - **there is no Property Legal Description** – Subject Matter of any Contract in Borrowers Copy, as

mandated by Contract Law. Vinarov restates – he never consented nor ratified Mortgage modification.

By validating CitiMortgage claims, Illinois (US) courts validated False Claims, Document Falsification, Financial Fraud and Fraud upon the Court.

**FRAUD UPON THE COURT BY
WASHINGTON MUTUAL BANK/JP MORGAN CHASE (CHASE)**

Irina is a founder and co-owner of Trevi Media, Inc.(Trevi). Trevi's Business concept - identify newly developed technologies, ready for commercial deployment in Russia and deploy them in US. If properly funded, company could have become one of the largest corporations in US employing tens of thousands of people. Justices may visit 16 web sites/businesses operated by company at www.trevimedia.net . There are sites inside of sites. All sites are under control of complex content management system developed by Trevi. All sites reside on very complex, SW application, developed and integrated by Trevi, supporting infrastructure of a fully automated business, capable to manage banking transactions, B2B and C2B functionality, transportation control, paying employees' salaries and commissions, calculating and automatically filing income taxes, just to name a few. Also, it has complex built in Artificial Intelligence enabling rapid system expansion supporting customer base increase, we do not have to take system down and reconfigure SW, all we have to do is to increase number of servers (physical connection). System will reconfigure itself automatically. Developed by Trevi System is capable to support substantially larger business operation than Walmart.

Trevi Media, Inc., with invaluable Irina participation, negotiated and executed contracts granting exclusive rights to produce and distribute products with 6 prominent Russian

companies, including Exclusive Purveyor to Moscow Kremlin of decorated armory (decorated President Putin airplane), Original Faberge Factory (processes over 250 metric ton of Gold annually for Russian market), Tretyakov Gallery, Manufacturer of unique Amphibious Vehicle. That was just beginning. Considering Justice served upon Vinarovs, they will not engage in any business going forward. Chase's actions destroyed both Vinarovs (Irina and Valery) financially, destroyed fully developed and very lucrative business, **stolen developed by both Vinarovs' exclusive SW applications – many years of hard work, proven fact.**

Chase stated that Vinarov filed a 2-1401 Petition - intentionally false, willfully blind to truth – **Fraud upon Court.** Vinarov did not file 2-1401 Petition. **Irina who thought Relief from a Judgments and Orders attained through Fraud upon Court and, effecting her Property Ownership Rights guaranteed by US Constitution (5th and 14th Amendments), grossly violated at the time of original house purchase in 1997 by ABN Amro/Citi. Said mistake should have been corrected by lower Court in 2015 when Irina filed Petition to Intervene. She timely filed Petition for Intervention in 2015, but both banks were on a mission to steal house irrefutably owned by Irina. Citi sold Irina's house without her presence, and wrote order for sale with GROSS violation of Law and Tax evasion in mind. Irina's Petition for Leave to File Appeal was wrongly filed in Valery Vinarov name, as requested/demanded by Illinois Supreme Court clerk. Essentially, by filing said Petition in Valery name, Illinois Supreme Court eliminated Irina as individual, deprived her of Constitutional Rights to defend her Property. Illinois Supreme Court's one word "denied" order fails to explain the reasons for denial. It is questionable if such order exists and if Vinarov's Petition was reviewed at all. Illinois**

Supreme Court Clerk refused to provide copy of said order signed by Judges. It appears that is accepted practice, just to confiscate Property – house, most secret place for any family without any explanation. **Arbitrariness and Despotism at it's worst.** How different is it from what Bolsheviks did in 1917 with Tsar's Family? They just simply executed them all, including children, took everything family owned, and killed them - no Trial of any kind. Federal Courts consider failure to provide explanation as abuse of Discretion. Federal Rule 8(2) states: Denials—Responding to the Substance: **“A denial must fairly respond to the substance of the allegation”.** Vinarov filed Motion Request for Clarification asking for explanation and reconsideration of order. Said Motion was denied as well with one word “Denied” without explanation what is denied and why. **Illinois Supreme Court validated deficiency/dysfunctional process of it's filing system, validated Violation of Constitutional Rights, validated robbery of Irina right under US Judicial System roof. It is questionable if it is a court order at all. Notice of Court order was delivered (e-mailed) by Court Clerk, who refused to provide actual order signed by Judges.**

Chase grossly misconstrued facts associated with Amended Counterclaim. Judge Delort ordered Vinarov to file Counterclaim. Judge Otto ordered Vinarov to file Motion for Leave to file Counter Claim and to attach Counterclaim as Exhibit. Judge Lyle erroneously, in disregard of two Judges previously entered orders, denied Motion for Leave to File Counterclaim, and essentially denied to review Amended Counterclaim. It is going without saying, Judge Lyle had no right nor authority to cancel/alter two other Judges orders. A District court judge may not overrule another district judge. (Royster, 361 N.C. 560, 563(2007); Town of Sylva v. Gibson, 51 N.C. App. 545(1981) - Intentionally false, willfully blind to truth, and reckless disregard for truth – Fraud upon Court.

Vinarov's Counterclaim was not adjudicated in foreclosure litigation. Considering "Justice" served upon Vinarovs up to date, Vinarov refuses Counterclaim adjudication in US. In the event, that Justice continue not to be available to Vinarovs, Claims will be filed by Business Partners and adjudicated in Russian Federation.

Vinarov's numerous claims of Fraud upon Court, were overlooked/IGNORED and not adjudicated by any Court. **Filed by Chase res-judicata brief with Appellate Court is an attempt to avoid liability for committed Fraud, False Claims frivolously filed against Vinarov and 10 years of Vinarov and family emotional torture, pursuing a single objective - to hide under res-judicata principals, go around already entered by Appellate Court order denying Chase Motion to Dismiss Appeal, and to cover-up violations of Law - False Claims and Breach of Contract.**

U.S. Supreme Court Clarifies Scope of False Claims Act Statutes of Limitations. In a **unanimous** decision issued on May 13, 2019, the U.S. Supreme Court declared - **the relator could have as many as 10 years to bring suit.** Cochise Consultancy, Inc. et al. v. United States ex rel. Hunt, No. 18-315, 587 U.S. ____ (May 13, 2019). Vinarov claims are timely and proper.

Vinarov does not owe Chase any money, not a penny. **Vinarov's loan was originated by Washington Mutual Bank with intent to fund business development.** Chase knowingly and willingly refused to produce any evidence supporting validity of WaMu originated loan serving as bases of Chase claims to foreclose Mortgage. **Such evidence does not exist.** It is proven fact - WaMu loan was originated in gross violation of Ability to Repay provision of (815 ILCS 120/) Illinois Fairness in Lending Act, which refers for remedies to other acts, and as result violated (815 ILCS 137/) High Risk Home Loan Act

and (815 ILCS 505/) Consumer Fraud and Deceptive Business Practices Act. Consumer Fraud and Deceptive Business Practices Act declares violation of Ability to Repay provision (just as TILA and HOEPA) – Fraud and originated Loans/Mortgages invalid. It is absolutely obvious and irrefutable - Vinarov could not repay any loan from his monthly income of \$582.50. **Loan was originated by WaMu to finance Vinarov's already developed business, but was originated as consumer loan instead. Vinarov was current and in compliance with payments of his loan when Chase closed credit line. Chase claims filed against Vinarov are irrefutably False Claims based on fraudulent loan originated by WaMu.** Burden of evidence production supporting validity of WaMu originated loan was on Chase. **Irina re-states - such evidence does not exist.** Chase irrefutably filed False Claims against Vinarov.

In course of this Litigation, in objection to Vinarov's counterclaim, Chase asserts that under Purchase and Assumption Agreement (PAA) by which Chase acquired WaMu, Chase did not assume any of WaMu's liabilities, only WaMu's assets, and therefore could not be held liable for WaMu's actions. Specifically, Chase relies upon Paragraph 2.5 of PAA, which states, in part:

“Notwithstanding anything to the contrary in this Agreement, any liability associated with borrower claims for payment of or liability to any borrower for monetary relief, or that provide for any other form of relief to any borrower . . . or otherwise arising in connection with the Failed Bank's lending or loan purchase activities are specifically not assumed by the Assuming Bank.”

PAA Paragraph 2.5 is not applicable to Vinarov. Vinarov is not a borrower.

Vinarov is victim of Fraud committed by WaMu. The true objective of paragraph 2.5 assertion by Chase as defense, is intentionally false, willfully blind to truth, and reckless disregard for truth – **Fraud upon Court.** Based upon this unsubstantiated and fraudulent

defense, Trial and Appellate courts disallowed Vinarov's counterclaims, disregarded Judges Delort and Otto orders to file counterclaim. Besides the fact that **Chase is liable for its own post- assumption actions** – 1. Filing False Claims against Vinarov based on fraudulent and invalid loan originated in violation of Ability to Repay; Provision and 2. Breach of Contract by Chase – ignored/not adjudicated.

In Deutsche Bank National Trust Company, vs. FDIC - Case 1:09-cv-01656-RMC. Court declared: **"Acquisition of WaMu by Chase is governed by Purchase and Assumption Agreement (PAA), which defines "Liabilities Assumed" by Chase to mean those "reflected on the Books and Records of WaMu". Vinarov Loan was on WaMu books. Chase irrefutably assumed liabilities for WaMu fraudulent actions.**

On December 7, 2018, Chase sent letter (Appendix J) to Vinarov stating: "This letter confirms that you do not owe us the debt associated with the loan ending 8876". Said letter constitutes irrefutable fact – Chase consented to filing False Claims against Vinarov. Chase states in its Appellate Brief in connection with letter sent to Vinarov:

"December 2018 letter attached as Exhibit A of Vinarov's Motion in Appellate proceeding is not a new fact that would have prevented entry of judgment. Contrary to Vinarov's argument, the letter is not an admission that when Chase filed its foreclosure complaint it did so fraudulently."

Referenced letter indeed does not state that complaint was fraudulent. What it does state/consents, that Vinarov does not owe any money to Chase. If this is a case, then what Chase is doing in Court and what is that Chase is suing Vinarov for? **Irrefutable Proof of False Claims filed by Chase.** Vinarov loan was discharged in Bankruptcy (Chapter 7). Chase was properly and timely notified by Bankruptcy Court.

Moreover, on January 3, 2019, Chase filed MOTION TO DISMISS COMPLAINT TO FORECLOSE MORTGAGE (not Adjudicated). Said Motion, irrefutably

constitutes Chase acknowledgement/consent of – filing False Claims against Vinarov and Breach of Contract. It is not Vinarov, but Law declares filing False Claims – Fraud.

Breach of Contract by Chase

In course of Foreclosure litigation, Chase failed to comment, not a single word, on Breach of Contract claim. **Chase is well aware that it irrefutably breached Contract/Mortgage by prematurely terminating Credit Line without any grounds substantiated by evidence(s) supporting/justifying termination, and Chase has no grounds to support actions against Vinarov.**

Under terms of PAA Chase purchased both, rights and obligations of WaMu according to terms of mortgages purchased thereunder, subject only to specific exclusions of liability contained in PAA.

None of the exclusions in PAA relieved Chase of liability for its own acts after Chase undertook WaMu's rights and responsibilities on September 25, 2008. By terms of PAA, WaMu Equity Plus Agreement by and between WaMu and Vinarov remained in effect after September 25, 2008; and its provisions were enforceable either by Chase or by Vinarov. Prior to September 25, 2008 WaMu performed appraisals of Vinarov's house in order to establish size of Vinarov's credit line. Appraisals were performed using Sales Comparison Approach and Property value of \$725,000 was assessed. By terms of Equity Plus Agreement, Vinarov had right to draw on his credit line up to \$250,000 - established credit limit, to support his business operations.

As of September 25, 2008, by virtue of bank records and other information made available to Chase pursuant to PAA, Chase had actual notice and knowledge of terms of

Equity Plus Agreement and all security instruments securing loan, had actual knowledge of Vinarov's financial circumstances, had **knowledge of business purpose of the loan**, had actual knowledge of appraisal method used to determine value of Vinarov's house, and knowledge of house value, as appraised by WaMu prior to September 25, 2008.

As of April, 2009 Vinarov had drawn only \$200,000 against his credit limit of \$250,000. Vinarov required additional advances against his credit limit in order to sustain business operations and pay his living expenses during period of business development and operations, including payment of his loan obligations to CitiMortgage and to Chase, all of which was known to Chase by virtue of documents it received from WaMu.

Equity Plus Agreement, Paragraph 11(b) states circumstances under which bank had right to suspend advances under line of credit. These circumstances included decline in Vinarov's home value sufficient to threaten bank's security interest, material adverse change in Vinarov's financial circumstances, material default, and other circumstances that do not apply to this case.

None of various grounds upon which Paragraph 11(b) would give Chase right to suspend additional advances occurred prior to April of 2009:

- a. Chase had never re-appraised Vinarov's house, using Sales Comparison Approach;
- b. **Value of Vinarov's house had not declined sufficiently to threaten Chase's security interest; there was no credible evidence that value of Vinarov's house had declined at all;**
- c. There had been no material adverse change in Vinarov's financial circumstances; they were exactly the same as when line of credit had been approved;
- d. **Vinarov was not, and had never been, in default of any material obligation.**

Nonetheless, in April of 2009 Chase unilaterally suspended further advances under Equity Plus Agreement. Therefore, Chase breached terms of Equity Plus Agreement by prematurely terminating further advances under Agreement without a proper factual basis for its actions.

As result of Chase's breach of Equity Plus Agreement Vinarov was unable to support development of his business and was unable to make payments due to Chase and CitiMortgage.

Thereafter, as direct result of its own breach of Equity Plus Agreement, Chase declared Vinarov in default and filed instant action. As direct result of Chase's breach of contract, CitiMortgage declared Vinarov in Default and filed foreclosure proceedings in consolidated case. As direct result of Chase's breach of contract, Vinarov had to file for Chapter 7 protection in U.S. Bankruptcy Court. As direct result of Chase's breach of contract, Vinarov's credit rating, which had been exemplary at all times prior to April of 2009, was ruined, making it impossible for Vinarov to obtain alternative financing for his business; as direct result of Chase's breach of contract, Vinarov was unable to continue development of business, causing him to lose investments that he had made in business – 401K savings and costs of Labor – SW Development;

By unilaterally and without good cause suspending advances under Equity Plus Agreement Chase breached conditions of Paragraph 11(b) of Equity Plus Agreement, *Bartlett Bank & Trust Co. v. McJunkins*, 147 Ill.App.3d 52 (1st Dist. 1986). *Carrico v. Delp*, 141 Ill. App. 3d 684 (4th Dist 1986);

As result of Chase's breach of Equity Plus Agreement, Vinarov sustained damages as follows (See *Ritter v Ritter*, 381 Ill. 549 (1943)):

- a) Liability for costs and attorneys fees in instant action filed by Chase;
- b) Liability for costs and attorneys fees in consolidated action filed by CitiMortgage
- c) Lost profits from his business venture that he would have enjoyed but for Chase's breach of contract;
- d) Loss of his investments in business (see above);
- e) Damage to his credit rating;
- f) Loss of equity in Residence;
- g) Other costs, expenses and damages as direct result of Chase actions

Irina re-states, loan originated by WaMu was intended to support Vinarovs' business development. **After reviewing business concept, WaMu executives concluded that Business has enormous potential and promised unlimited credit.** Chase failed not just to deliver on WaMu commitment of Unlimited Credit, but **destroyed Irina and Valery Vinarov Business** and effected 6(six) Russian prominent companies. Russian partners are ready to file claims against Chase in Russia. They estimated their business losses, resulted from Chase actions to be \$1.3 trillion. Business model developed by Vinarovs supports very low cost of doing business (~5-10%%) of product's costs. Roughly estimated, Vinarov business losses equal to \$1.2 trillion. In the event that litigation is filed and lost by Chase in Russia, Chase would be faced with obligation to pay \$2.5 trillion to Russian Business Partners and Vinarovs.

CONCLUSION

Modern banks are unable to settle trades because they don't have cash (instead they exchange "I owe you" worthless papers)...then when end of quarter comes they would have to, by law, announce that they're insolvent. It will set off cascade... and [it] will be

continuation of 2008 crisis, but much worse”, “debt bomb” that Federal Reserve is trying to cover up, will explode. Considering that all lenders are interconnected, fall of one bank will cause domino effect, like what happened when Austria Credit bank failed and initiated Great Depression.

In legal case of Marbury v. Madison in 1803, unanimous Supreme Court decision that **"act repugnant to the Constitution is void"**.

Illinois Courts did precisely that an act repugnant to the Constitution – violated Irina’s property ownership rights guaranteed by US Constitution (5th and 14th amendments) by denying Irina Intervention and prohibiting to file 2-1401 (rule 60) Petition, with unlawfully manufactured excuses.

Illinois Supreme Courts’ one word Order – “Denied” – without any explanation, validated violation of Irina Constitutional Rights, validated Fraud upon Court, Financial Fraud and Tax evasion, validated filing False Claims, Breach of Contract, violation of foundation of Contract formation – production of unilaterally modified-falsified Mortgage, VALIDATED ROBBERY of Irina, right under roof of US Judicial System.

United States Supreme Court plays very important, crucial role in our constitutional system of government and is the only available mechanism to restore Country’s economic stability by enforcing Laws already in place. **Firstly**, highest court in the land, is the court of last resort for those looking for justice. **Second**, due to its power of judicial review, it plays an essential role in ensuring that each branch of government recognizes limits of its own power. **Third**, it protects civil rights and liberties by striking down laws and acts that violate Constitution. **Finally**, it sets appropriate limits on democratic government. It serves

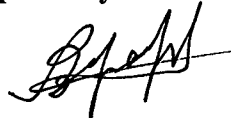
to ensure that views of majority do not undermine fundamental values common to all Americans, i.e., freedom of speech, freedom of religion, and **due process of law.**

Reasons for Granting Petition:

This is not a common case. It contains very large business aspect. Tevimedia, Inc. owned by Irina Vinarov represent 6 prominent Russian companies. If Vinarovs lose the case in US, Trevi's business partners will instigate litigation against Chase in Russia. They assessed their business losses, resulted from Chase actions against Vinarovs, to be equal to \$1.3 trillion. Trevi's business losses equal to \$1.2 trillion. If Chase is ordered to pay \$2.5 trillion, it would have to file bankruptcy. Considering how modern banks operate, exchanging worthless "I owe you" papers, the entire US financial system will collapse. Vinarovs are trying to avoid becoming focal point of international scandal. It is proper for US Supreme Court to accept Petition and adjudicate entire case with objective to correct injustice, violations of LAW and US Constitution, proactively prevent international scandal, destruction of US financial system and status of US Currency as international reserve, while Vinarovs have control over instigation of said litigation. In the event that litigation is instigated in Russia, US Supreme Court anyway will have to review essentially the same case and enforce entered Order of Supreme Court of Russian Federation.

For reasons stated, Petitioner Irina Vinarov respectfully request that this Court grant certiorari. Please, make/build Country's future – remove lawlessness, despotism and arbitrariness from US Courts.

Respectfully Submitted



Valery Vinarov