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20-1750

IN THE UNITED STATES SUPREME COURT
Supreme Court of the United States
1 First Street, NE
Washington, DC 20543
Telephone: 202-479-3000

S.Ct. No. 20200071-CA

DANESH RAHIMI, M.D.,

PETITIONER,

v.

UTAH STATE COURTS,

ORIGINAL

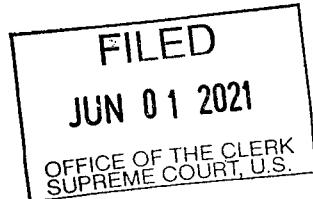
RESPONDENT.

PRO SE PETITIONER'S PETITION FOR WRIT OF CERTIORARI

DATED

May 31, 2021

Rule 14.1(a).



INTRODUCTION

This case is a “*group quiet title*” action lawsuit in Zermatt Resort (ZR) which is different from other resorts by design of Robert Fuller (RF) in that the owners also own their amenities and common areas defined in their CC&Rs (Villages, Villas, Suites). RF made ZR in phases and gave his plans to the city in 2002. George Perkins (GP) was the main investor and friend of RF. Plat A was the main land used to build the entire ZR and other Plats were separated from this plat as they were built, so Plat A after

completion of construction was left with no real property. The lawyer for GW, ZR and RF, was Randon Wilson. RF and his son Weston Fuller (WF) formed their own real estate agency and management company to maximize their profit and were the ones that sold and issued titles to all owners. Villages, Villas were built first and the Suites Plat F, was the last phase. Most of the amenities were in Plat F. Wasatch County started assignment of tax ID and parcel number in 2003, but not the addresses. The original Plat E was based on European style of numbering like my stack 007/107/207, with the basement floor number beginning with a zero (000), after completion changed to American numbering 107/207/307, with the basement floor number beginning with a one (100), this was mistake Number One. The entire project between 2002-2006 was based on European numbering system, Plat F, beginning with a zero on the first floor. Mistake Number Two which was the most crucial, happened in 2006 where Wasatch County failed to inspect, and assigned wrong property addresses. WF/RF were the real estate agents and owners who pre-sold units based on Plat F and did not realize Wasatch County's mistake and their numbering mistake. Even when they found out, they were not experienced enough to ask by parcel/tax ID. This was mistake Number Three. WF/RF continued to operate the hotel based on American numbering system. The combination of these three mistakes and also the mistakes of banks, lienholders, title insurances, *etc.* that were using unit numbers created title issues for the entire Plat F. These mistakes did not make any damages to owners nor lienholders until a group of investors in 2009-10

realized these mistakes and started their abuse of the homeowners and lienholders. These investors, after buying the interest of one of the lienholders, claimed they had bought the entire Zermatt Resort and took over the management, HOA, front desk, and common areas. The Common and Limited Common areas should not have been affected by these mistakes since they belonged to Villages, Villas, Suites via their CC&Rs. However, these investors started renting their own hotel rooms only, leased our Common Areas for Ten Dollars (\$10.00) a year and recently by changing Suites CC&Rs have claimed ownership of our Common and Limited Common areas. These investors, in order to achieve their goals, have done Correction of Deed, Plat F Amendment, five different lawsuits using “*group quiet title*,” “*group lis pendens*,” and group default judgments to legitimate their conquests. This is why we are here. Rahimi/Siirola’s Briefing was apparently not acceptable due to use of hyperlinks. Both Rahimi and Siirola were not experienced enough, and this case is not your ordinary case with one or two issues. Rahimi/Siirola followed Rule 24 verbatim, but due to hyperlinks and obsolete rules we have in this age of technology, their Briefing was looked at heuristically *vs.* analytically. The Appeal court sanctioned Siirola, and Rahimi had to do his first Certiorari. Rahimi’s Certiorari was denied because he followed the word count *vs* number of pages. Rahimi asked for reconsideration and was denied.

QUESTIONS PRESENTED FOR REVIEW

1. To Resolve Matters of First Impression for The Supreme Court of the United States : Among the present legal doctrines without definitive resolution for The United States Courts are: May the Utah State Courts enter orders on the basis of a "*group quiet title*" doctrine which has no precedential authority?
 - a) "*Group Quiet Title*": Can multiple property owners engage in a single quiet title action as a group considering statutory plain language indicating otherwise?
 - b) Is "*Group Quiet Title*" even constitutional if each individual title has not gone in front of a judge? In the event the state judiciary, as a branch of state government, usurps substantive real property interests, does such action amount to a judicial taking requiring just compensation under the Fifth Amendment's eminent domain provisions?
 - c) Do the United States Courts accept and recognize "*group lis pendens*" in their law?
 - d) According to our constitution, who has the right of possession of a property if the real title holder of a property is challenged and it is not about adverse possession because of the property being a hotel unit and the title holder has

been paying the property taxes?

2. Do the United States Courts accept “*group default judgments*” in “*group quiet title*” actions, when these judgments were against entities and noteholders in the past that have no real property ownership nor interest any more while real property holders have no default judgment and were not even given standing to defend their properties?
3. Due to our advancement in technology and different writing platforms, shouldn't the courts not only look at page numbers but more importantly word count like what the Supreme Court of the United States is doing? Also shouldn't the Supreme Court of the United States define these standards? What about Hyperlinks?

List of Parties

Danesh Rahimi, M.D., Petitioner
 Utah Supreme Court, Respondent
 Utah Court of Appeals, Respondent
 Fourth District Court Wasatch County Division, Respondent.

PLAINTIFFS

ROBERT MORRIS Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM** 8/27/15 page number in index 1514

WELLS FARGO BANK Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM**
FINANCIAL 8/27/15 page number in index 1514

CHRIS PRICE Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM F** 8/27/15 page number in index 1514

HEIDI MORRIS Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM** 8/27/15 page number in index 1514

T & L WHITAKER INVESTMENT LT Represented by: PHILLIP J RUSSELL

THOMAS E NIEDEREE INDIRECTLY EFAULTED Represented by: PHILLIP J RUSSELL

LAURIE A NIEDEREE INDIRECTLY EFAULTED Represented by: PHILLIP J RUSSELL

MARILYN HALL Represented by: PHILLIP J RUSSELL

KRULIC LIVING TRUST Represented by: PHILLIP J RUSSELL INDIRECTLY DEFAULTED VIA AXIOM page number in index 1514

SCOTT LOOMIS Represented by: PHILLIP J RUSSELL Defendant - DEFAULTED VIA AXIOM FINANCIAL, 8/27/15 page number in index 1514

JODY A KIMBALL Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM FINANCIAL, 8/27/15 page number in index 1514

ROBERT MORRIS Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM FINANCIAL, 8/27/15 page number in index 1514

WELLS FARGO BANK Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM FINANCIAL page number in index 1514

HEIDI MORRIS Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM, 8/27/15 page number in index 1514

TROY KOHLER Represented by: PHILLIP J RUSSELL

BENS FUTURE FREEDOM LLC Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM FINANCIAL 8/27/15 page number in index 1514

MICHAELAITKENS Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM FINANCIAL, 8/27/15 page number in index 1514 and default certificate 11/9/16 page number in index 10727

RICHARD WAITE Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM FINANCIAL, 8/27/15 page number in index 1514

MARTHA WAITE Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM, 8/27/15 page number in index 1514

TMO AND FAMILY LLC Represented by: PHILLIP J RUSSELL

MARK BUTLER Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM, 8/27/15 page number in index 1514

MOUNTAIN WEST IRA INC FBO MARK Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM FINANCIAL 8/27/15 page number in index 1514

DAVID & ANNA ADAMS Represented by: PHILLIP J RUSSELL DEFAULTED VIA AXIOM

FINANCIAL 8/27/15 page number in index 1514

JOHN AND KAREN NELLIST TRUST Represented by: PHILLIP J

RUSSELL

PAUL W D ANNA AND LEE J D ANNA Represented by: PHILLIP J

RUSSELL **DEFAULTED VIA**

AXIOM FINANCIAL 8/27/15 page number in index 1514

MICHAEL KOHLER Represented by: PHILLIP J RUSSELL

MAX SWENSON Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM** 8/27/15 page number in index 1514

DONNA SWENSON Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM FINANCIAL** 8/27/15 page number in index 1514

DUB LLC Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM** 8/27/15 page number in index 1514

THE M RICHARD WALKER AND KATHL Represented by: PHILLIP J

RUSSELL

MCP HOLDINGS INC Represented by: PHILLIP J RUSSELL

CHEZ NOUS TOO LLC Represented by: PHILLIP J RUSSELL

BURKTON REAL ESTATE LLC Represented by: PHILLIP J RUSSELL

CAPITAL CITY HOLDINGS LLC Represented by: PHILLIP J RUSSELL

AN-D RUE HOLDINGS LLC Represented by: PHILLIP J RUSSELL

DEFAULTED VIA AXIOM

FINANCIAL 8/27/15 page number in index 1514

SAMUEL MARTONE AND LAURIE M MARTONE Represented by: PHILLIP J RUSSELL **DEFAULTED**

MARK RINEHART Represented by: PHILLIP J RUSSELL

THE HOWARD N SORENSEN LIVING TRUST Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM**

FINANCIAL 8/27/15 page number in index 1514

HOWARD SORENSEN Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM FINANCIAL** 8/27/15 page number in index 1514

RALPH RICHARD STEINKE Represented by: PHILLIP J RUSSELL

DEFAULTED VIA AXIOM

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SUSAN C STEINKE Represented by: PHILLIP J RUSSELL **DEFAULTED VIA AXIOM FINANCIAL** 8/27/15 page number

in index 1514

DEFENDANTS

Defendant - **DANESH RAHIMI, M.D.** DEFAULTED VIA AXIOM FINANCIAL 8/27/15 page number in index 1514

Defendant - **DAVID YOUNG** **DEFAULTED** default certificate 11/9/16 page number in index 10757

Defendant - **ECKERSLEY LLC** Represented by: PHILLIP J RUSSELL

Defendant - **EUGENE MARTINEZ** **DEFAULTED** default certificate 11/9/16 page number in index 10769

Defendant - **JAY ECKERSLEY**

Defendant - **KENNETH PATEY** Represented by: MATTHEW G GRIMMER

Defendant - **KAYLYN LYELLS** **DEFAULTED**

Defendant - **FULLER HERITAGE L C** Represented by: MATTHEW G GRIMMER

Defendant - **JP Morgan Chase Bank NA** **DEFAULTED** 8/27/15 page number in index 1513

Defendant - **ZERMATT VILLAGES LTD** **DEFAULTED** 10/31/17 page number in index 13515

Defendant - **DEUTSCHE BANK TRUST COMPANY AM** **DEFAULTED** 11/15/17 page number in index 13860 after Griffins summary judgement and 8/27/15 page number in index 1515 and default certificate 11/9/16 page number in index 10790

Defendant - **DOLCE INTERNATIONAL-ZERMATT IN** **DEFAULTED AND DISMISSED** 8/27/15 page number in index 1516 and default certificate 11/9/16 page number in index 10787

Defendant - **ZIONS BANCORPORATION** **DEFAULT** certificate 11/9/16 page number in index 10772

Defendant - page number in index DEFAULTED VIA AXIOM 8/27/15 page number in index 1514

Defendant - **KEN MCCARTY** **DEFAULTED** 8/27/15 page number in index 1517 and default certificate 11/9/16 page number in index 10739

Defendant - **MATTERHORN DEVELOPMENT INC** **DEFAULTED** 10/31/17 page number in index 13508

Defendant - **ZB HOLDING CO LC** **DEFAULTED** default certificate 11/9/16 page number in index 10775 and 10/31/17 page number in index 13517

Defendant - **LEGACY RESORTS LLC** Represented by: ROD N ANDREASON, PETER C
SCHOFIELD, ADAM D WAHLQUIST, ALEXIS S JONES INDIRECTLY INVOLVED **EAULTED VIA**

AXIOM 8/27/15 page number in index 1514

Defendant - **DAVID BUTLER** Represented by: BENJAMIN D JOHNSON

DEFAULTED VIA AXIOM

FINANCIAL 8/27/15 page number in index 1514

Defendant - **FUNG 401K PSP** **DEFAULTED VIA AXIOM FINANCIAL** 8/27/15 page number in index 1514 and default certificate 11/9/16 page number in index 10781

Defendant - **MARK & LEANNE LUNDQUIST** Represented by: PHILLIP J

RUSSELL DEFAULTED 8/27/15

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Defendant - **MICHAEL BRAMAN DEFAULTED** 8/27/15 page number in index 1504 and default certificate 11/9/16 page number in index 10724

Defendant - **CRAIG SMITH** Represented by: PHILLIP J RUSSELL

DEFAULTED default

certificate 11/9/16 page number in index 10760

Defendant - **JILL SMITH** Represented by: PHILLIP J RUSSELL

DEFAULTED default certificate

11/9/16 page number in index 10751

Defendant - **ROBERT MORRIS** Represented by: PHILLIP J RUSSELL

DEFAULTED VIA AXIOM

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Defendant - **HEIDI MORRIS** **DEFAULTED VIA AXIOM FINANCIAL** page number in index 1514

Defendant - **T AND L WHITAKER INVESTMENT LT**

Defendant - **AMERICA FIRST CREDIT UNION - DISMISSED** Represented

by: MARK R GAYLORD

Defendant - **GORDON ROYLANCE** Represented by: BRADLEY TILT,

SARA BOULEY DEFAULTED

8/27/15 page number in index 1511

Defendant - **TANYA ROYLANCE** Represented by: BRADLEY TILT, SARA BOULEY **DEFAULTED** 8/27/15 page number in index 1501

Defendant - **V ROBERT PETERSON DEFAULTED** 11/15/17 page number in index 13837 after Griffins summary judgement and 8/27/15 page number in index 1518 default certificate 11/9/16 page number in index 10715

Defendant - **JUDY PETERSON DEFAULTED** 11/15/17 page number in index 13842 after Griffins summary judgement

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Defendant - **STEVEN MONSON DEFAULTED** 8/27/15 page number in index 1502 and default certificate 11/9/16 page number in index 10718

Defendant - **MERRIANNE MONSON DEFAULTED** 11/15/17 page number in index 13852 after Griffins summary judgement and 8/27/15 page number in index 1519 and default certificate 11/9/16 page number in index 10730

Defendant - **DERRICK RAYNES DEFAULTED** 8/27/15 page number in index 1507 and default certificate 11/9/16 page number in index 10754

Defendant - **ALEXANDRIA RAYNES DEFAULTED** 8/27/15 page number in index 1506 and default certificate 11/9/16 page number in index 10766

Defendant - **JOHN BLEAZARD DEFAULTED** 11/15/17 page number in index 13863 after Griffins summary judgement and 8/27/15 page number in index 1512 and default certificate 11/9/16 page number in index 10745

Defendant - **ZERMATT RESORT LLC** Represented by: MATTHEW G GRIMMER, JACOB R DAVIS

Defendant - **NEIL CRAIG DEFAULTED VIA AXIOM FINANCIAL** 8/27/15 page number in index 1514 and default certificate 11/9/16 page number in index 10721 and 10/31/17 page number in index 13511

Defendant - **JOEL DEHLIN DEFAULTED VIA AXIOM FINANCIAL** 8/27/15 page number in index 1514 and 8/27/15 page number in index 1508 and default certificate 11/9/16 page number in index 10748

Defendant - **YOUR HCG LLC DEFAULTED VIA AXIOM FINANCIAL** 8/27/15 page number in index 1514 and 8/27/15 page number in index 1509 and 12/29/16 default certificate again page number in index 11443

Defendant - **TROY D WAITE DEFAULTED** default certificate 11/9/16 page number in index 10763

Defendant - **THE ACCUPRIME GROUP LLC DEFAULTED** default certificate 11/9/16 page number in index 10733 and 4/9/18 page number in index 14682 and page number in index 14748

Defendant - **ASA CAPITAL LLC DEFAULTED** 11/15/17 page number in index 13868 after Griffins summary judgement also 8/27/15 page number in index 1500

Defendant - **MJS REAL PROPERTIES LLC DEFAULTED** 11/15/17 page number in index 13857 after Griffins summary judgement 8/27/15 page number in index 1510 and default certificate 11/9/16 page number in index 10778

Defendant - **PRAIA LLC** Represented by: MATTHEW G GRIMMER, JACOB R DAVIS

Defendant - **AXIOM FINANCIAL LLC** Represented by: MATTHEW

HUTCHINSON, JOELLE KESLER

DEFAULTED 8/27/15 page number in index 1514 and default certificate 11/9/16 page number in index 10793 and 5/7/18 page number in index 14757

Dismissed Parties

AMERICA FIRST CREDIT UNION

JOHN & JUDY SIDDOWAY DEFAULTED VIA AXIOM FINANCIAL 8/27/15 page number in index 1514

MICHAELAITKENS DEFAULTED VIA AXIOM FINANCIAL 8/27/15 page number in index 1514 and default certificate 11/9/16 page number in index 10727

CHEZ NOU TOO, LLC

Defendant - **DOLCE INTERNATIONAL-ZERMATT** in **DEFAULTED** and **DISMISSED** default certificate 11/9/16 page number in index 10787

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list of all proceedings in state

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Appendix A: March 9, 2021 - Order by Utah Supreme Court Denying Petition for Reconsideration for rejection of Writ of Certiorari by judge Petersen.

Appendix B: January 12, 2021 - Courtesy Copy Writ of Certiorari denied more than 20 pages by the Supreme Court of Utah clerk.

Appendix C: January 4, 2021 - Courtesy Copy Certiorari filled.

Appendix D: 11/04/2020 Petition for Rehearing Denied.

Appendix E: 11/03/2020 Petition for Rehearing

Appendix F: Appeal court October 20, 2020, Opinion Order. 10/05/2020 Brief Lodged.

Appendix G: Final order of case number 150500038/18 **Fourth District Court Oder 12/31/19 by Judge Brown. This is the judgement sought to be reviewed.** Also included analysis of this order that was sent with appeal.

Appendix H: July 10, 2018 my motion to remove Lis pendens.

Appendix I: May 7, 2018 AXIOM FINANCIAL group default judgement. No standing to fight back. Default appearance in docket 150500038/18 includes villas.

Appendix J: March 24, 2017 Judge Griffin's ruling summary judgment. **This is the judgement sought to be reviewed that final judgement three years later based on December 31, 2019.**

Appendix K: Amended Complaint 10/20/2015, original Complaint 150500038 4/9/2015 not included only amended one in print.

Appendix L: 2/18/2015 eviction filed 150500018 docket possession given to David Butler, a person without title. This was done even before the complaint which was done on 4/9/2015.

Appendix M: Karen Nelist Story an individual victim that lost about \$160,000.00 in her retirement investment and would never go back to Zermatt resorts. In this document my stock page by mistake is not included page 29.

Appendix N: Jaren Davis story view of this scam from one of the original investors of the Zermatt.

Appendix O: Defendant's Motion to dismiss and alternative rule 60(b) motion to set aside eatery of summary judgement on February 25, 2019. Which is about misrepresentations and lies by the main affidavit giver in support of this summary judgement on a group quiet title.

Appendix P: Defendant's motion for judgement on the pleading dismissing amended complaint for lack of subject matter jurisdiction. Done on May 9, 2019 and it shows all the criminality of this case as result of this summary judgement on a group quiet title.

Table of Authorities

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HARBOUR VISTA, LLC, Plaintiff and Respondent, v. HSBC MORTGAGE SERVICES INC., Defendant and Appellant. Default judgement in quiet title action
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NICKELL v. MATLOCK page 34

Timothy W. YEUNG et al., Plaintiffs and Respondents, v. Emery SOOS, Defendant and Appellant. Default judgement in quiet title action page 34

JURISDICTION

Grounds on which the jurisdiction of this court is invoked are:

A. The date of the entry of the decision sought to be reviewed is Fourth District Court Order 12/31/19 by Judge Brown/Judge Griffin. 10/05/2020 Brief Lodged. Appeal court October 20, 2020, Opinion Order. Rehearing was sought on 11/03/2020 Petition for Rehearing, but was denied on 11/04/2020.

CERTIORARI SUPREME COURT OF UTAH JANUARY 12, 2021 denied by the clerk due to being lengthy and Reconsideration on January 16, 2021 case remitted on January 27, 2021, reconsideration denied March 9, 2021 final decision.

CONTROLLING PROVISIONS

“*Group quiet title*,” and “*group lis pendens*” without review of each title unless it is about mineral rights or water, does not exist in our country due to being unconstitutional based on the 14th Amendment and 5th Amendment.

The third clause of the Fifth Amendment: “*[N]or shall any State deprive any person of life, liberty or property, without due process of law*,” expanded the due process clause of the Fifth Amendment to apply to the states as well as the federal government.

Due Process Clause

The guarantee of due process for all persons requires the government to respect all rights, guarantees, and protections afforded by the U.S. Constitution and all applicable statutes before the government can deprive any person of life, liberty, or property. Due process essentially guarantees that a party will receive a fundamentally fair, orderly, and just judicial proceeding. While the Fifth Amendment only applies to the federal

government, the identical text in the Fourteenth Amendment explicitly applies this due process requirement to the states as well.

Courts have come to recognize that two aspects of due process exist: Procedural due process and Substantive due process. The procedural due process aims to ensure fundamental fairness by guaranteeing a party the right to be heard, ensuring that the parties receive proper notification throughout the litigation, and ensures that the adjudicating court has the appropriate jurisdiction to render a judgment. Meanwhile, substantive due process has developed during the 20th century as protecting those substantive rights so fundamental as to be "implicit in the concept of ordered liberty."

STATEMENTS OF THE CASE

Robert Fuller (RF) in 1996 started construction of Zermatt. His plan was to build the Zermatt in phases and that the owners were also owners of the Common/limited common areas which was defined in their three (3) HOA declarations (Villages, Villas and suites). In 2002, RF started to pre-sell the units. Their original intention was to sell the basement and first floors.

In 2002, when the Zermatt gave their plan for building in Plat F, the design/map they gave, they wanted to use the European Numbering System, which refers to the first numerical floor as "basement," the second numerical floor as "first floor," and so on.

With the numbering of "00X," "10X," "20X," etc. So, in my stack, the room numberings would have been, "007," in basement "107," in first floor "207," etc. In 2003, Wasatch County issued Tax ID numbers and parcel numbers, and addresses to be issued after the completion of the construction and inspection by Wasatch County to give them the unit numbers.

In 2006, after completion of Plat F, Wasatch County failed to inspect the building to match the addresses for property tax purposes, and since the builders decided to change the initial plan that was given to Wasatch County from the European system, or what Stuart Waldrip (Legacy's counsel) calls "unorthodox numbering" to the American "system, the addresses for all of the Plat F units, and other units included in that Plat, were affected. So the addresses for Plat F rooms would go like this: OZR600X with Parcel No. 20-XXXX, address of 784 W Bigler Ln., Unit 00X.

In my stack, OZR6007, with parcel number 20-9157, would have the address of "784 w bigler ln, unit #7." My unit, OZR6107, with parcel number 20-9193, would have the address of "784 W Bigler Ln, unit 107." David Butler's, now Legacy's room, OZR6207, with parcel number 20-9229, would have the address of "784 w bigler ln, unit 207." In 2006, Weston Fuller, the banks, lienholders, and title insurance companies did not realize this negligence by the County. Weston Fuller started selling the units, and instead of asking the units by parcel numbers or tax ID, he asks by unit door number, which correspond to the unit numbers on the physical doors. This negligence of Wasatch

County affects not only the suite buyers, but the title insurance companies, the banks, lienholders, *etc.* The original founders wanted to sell only the basement and first floor of Plat F and Perkins, the main financier, did not put any lien on the units for sale. Due to the County's, Weston Fuller's, FATIC's, *et cetera*'s negligence, the floors that were sold were first floor and second floor based on Plat F 2002, now second and third floor. The original founders during their construction pre-sold several units in the basement and first floor based on the unit door number Plat F 2002. Weston Fuller sold and issued title to the units after it was built in 2006. Amendment by Legacy and Partners done in 2010, created three scenarios for the rooms that were sold, foreclosures that happened, Legacy's purchase, *etc.* Due to my recent discoveries about Weston Fuller and his father, there is a fourth scenario which is what Weston Fuller changed while issuing titles in 2006, such as owners Siddoways.

Scenario #1: The homeowners that bought their pre-sold units before 2006, such as Donald Johnson and Peter Johnson, had a REPC mentioning the room they wanted to buy based on the Plat F 2002 description. For example, look at Peter Johnson's REPC and Donald Johnson's REPC. Peter Johnson and Donald Johnson each looked at a Plat F number of 107 and 132 respectively, which means they looked at parcel numbers 20-9193, Tax ID OZR6107, and Tax ID OZR6032, respectively. The lienholders, note-buyers, *etc.* are included in this scenario, but due to the contracts between the lienholders, banks, and original founders, depending on who got the money for the sale of

the properties and how it was set up, are more complex. Thus, we need an independent investigator to figure out the details. For example, American First Federal Credit Union, as a lienholder, included homeowners rooms, which includes rooms that aren't supposed to be sold, but were sold due to the County's negligence.

Scenario #2: 2006-2010 This is the only scenario that the trial court considered under the mutual mistake assumption. All the units' titles were asked from Wasatch County by Weston Fuller, and were asked by door numbers instead of tax ID or parcel number. Weston Fuller, instead of looking at the Plat F 2002 to show to the potential buyers, probably not aware of the design of the project before 2006, which was done by his father Robert Fuller and partners, shows people a map that presents Plat F 2002 with the numbers of 2006. Weston Fuller, as the primary seller of all the units, not realizing what the County had done, was under the impression that pre-sold units were sold with their present addresses. For example, Peter Johnson, who pre-bought OZR6107, Parcel 20-9193 (OZR6107, now OZR6A207)- Weston fuller truly believed that Johnsons bought a basement unit, because he asks for the titles by address instead of referencing the map for Plat F, and asking for parcel number or Tax ID. Rahimi's unit OZR6107 unit 207 was sold twice, once to Johnsons in 2005 and in 2006 by Weston to his brother. Karen Nellist intended to buy OZR6025/OZR6A125 and got the title of OZR6125/OZR6A225.

In 2008, the asking price for Rahimi's unit (OZR6107, now OZR6A207) was \$250,000.00. At this time, MLS #851762 was for address "784 W Resort Drive #107,"

the correct information, no bait and switch. Legacy and partners did their fraudulent amendment to make a similar listing, a bait and switch. The County's address in 2008 for my unit (OZR6107, now OZR6A207) was "784 Resort Drive #107." The Complaint and amended complaint was designed to cover-up and legitimize their bait and switch and other frauds. The entire complaint is a fraud and passes the fraud test.

Scenario #3: After 2010, Legacy and Partners, enjoying their spoils at the cost of homeowners, totalling around \$100,000.00 per month, decided to steal the Common areas belonging to all homeowners, including Suites, villas, and village owners. Also, with the passing of one of the original financiers of the resort, George Perkins, Legacy/RF decided to not only occupy his units, but to own them. In order to do their plan, and realizing the County's mistake, decided to do the amendment and correction of deeds to achieve their goals. Weston Fuller, before 2010, did not know what was happening. Instead of legal ways to correct the mistakes, decided to join Legacy and commit fraud.

The units that were sold after the Amendment in 2010, started with bait and switch at level of MLS, and it went on from there. An example of what happened with my unit was: My unit, OZR6107 (now OZR6A207) was listed in MLS (number 1041385 (06/30/2011). They listed the address as "784 W Resort Dr #107," which based on the amendment and County correction of the address this is OZR6007/OZR6A107. They have a tax ID of "OZR6107" unit 207. Address of one unit with a tax ID of a different

unit, bait and switch. The contact listed is Weston Fuller, with agent Cody Yeck of Mountainland Realty, and broker John B. Harr.

When my real estate agent, Jay Mirraffie, and I went to see the unit, they directed us in front by Legacy to the room OZR6007 (now OZR6A107) although the unit for sale is OZR6107/OZR6A207, purely a bait and switch. They even attempted to do another unit similar to mine, which I had to stop by writing to MLS, after which the listing was removed (Unit 227). (See, Letter by Jay RE Unit 227; MLS OZR6A227).

Any unit sold after 2010 should not have had any effect from the negligence of Wasatch County, since the 2010 Amendment clarified who held title to what unit and no mutual mistake anymore. The only reason this continued was because Legacy/RF and partners wanted to steal more rooms and common areas, plus take advantage of our common-area facilities for use of other facilities they owned.

Mark Butler, June 2012, bought unit 307 and later on transferred it to his brother with a description of two units. His brother, David Butler, quit claiming his unit 307 to Legacy and now he is claiming to own Rahimi's unit. Details and facts are in these motions that Rahimi has done in the lower court. See, MLS Unit OZR6A207, Motion for Judgment on the Pleadings, DEFENDANT'S MOTION TO DISMISS AND ALTERNATIVE RULE 60(B) MOTION TO SET ASIDE ENTRY OF SUMMARY JUDGMENT.

Scenario #4. Weston Fuller in 2006, started to update and wrote all of the REPCs to deliver the titles. As a new real estate agency owner and broker unfamiliar with Plat F,

changed the REPCs unit numbers from Plat F to his map number and asked Wasatch County by room numbers rather than parcel number or tax ID, as such none of the units in the basement was sold. Later on, Weston and his father lie in their testimony that none of the units were sold based on Plat F, so they could cover their mistakes and liabilities and to stick to their story of mutual mistakes which was totally bogus. *See, DEFENDANTS MOTION TO DISMISS AND ALTERNATIVE RULE 60(B) MOTION TO SET ASIDE ENTRY OF SUMMARY JUDGMENT.*

Due to negligence of the County, Weston Fuller and others did not realize their mistake until 2010. Johnson got the right title with room door number of 207 instead of 107. Russell Fuller gets title to the OZR6207 unit door 307 instead of 207, the unit that Mark Butler bought in June 2012 after amendments and well aware of which unit he bought. Mark Butler quit claim deed unit 307 to his brother Mark Butler with description of two units 207 and 307. Weston Fuller, in charge of key issuance, even issued keys not based on the Plat F 2002 recorded documents, but based on his map.

Before 2010 and Legacy's erroneous claim of owning the Zermatt Resort, none of this made any difference because all unit owners were in a fairly operated rental pool benefitting from their ownership in common areas, such as restaurants, spas, *etc.* As far as the individual hotel units, the return on investment income was spread evenly on a per capita basis based on unit ownership. As no one was living there permanently, anyone could stay in another's vacant room if their own unit happened to be occupied by a guest.

Legacy took over management of the facilities, the homeowner's association, issuance of keys, and occupancy of other note-buyer's rooms, and controlled the entire place based on falsified information that they bought the entire facility, including our common areas. Meanwhile Ken Patey bought 23 units of the suites from RF and another 68 unfinished suites in an auction. Because all of these units, including the units that Legacy and partners bought, were affected by Wasatch County's negligence, legal battles started. Rahimi bought his unit at the end of February 2013 from Johnsons. Rahimi was in scenario 3 and a victim of bait and switch. Rahimi and his agent, Jay, even asked about discrepancies and were told it was correct. Rahimi did not find out about this bait and switch until July 2014 when he got his property taxes for the first time. Noticed two year taxes also not paid. Rahimi contacted his agent and his title insurance company. Rahimi after inspecting his title he realized that he had bought the unit above him which belonged to Johnsons before. Rahimi's thought was that this was a mistake and easily fixed so he called the front desk and told them about it. Told them he is going to be there to get his staff out of 107 and will move it to 207. Little Rahimi knew of what was ahead. Within one hour Stuart Waldrip, counsel for Legacy and Steve Edington called him and told him that his title was wrong. Rahimi did go with his title to the front desk because according to CCNRs they are supposed to issue keys to the title holder, which the management refused. Rahimi called the police and they started the investigation. *See, Grama report*, which basically Stuart Waldrip told County attorneys that Rahimi had to

get involved with our lawsuit in the future. Rahimi asked his title insurance company for guidance and they paid his back taxes and reviewed his chain of title and told him there was nothing wrong with his title and that they cannot do anything about him having no access to his property. Also, Rahimi was told that the person who did his title insurance was fired because he apparently did not do a title search on his property. Rahimi started his own investigation and pulled the chain of titles for his stack (107, 207, 307). Rahimi realized that the unit he was given key to belonged to Ken Patey, and was involved in a lawsuit because of that he asked HOA to give him legal assurances that he would not be responsible for trespassing, which they refused. Since then, Rahimi has refused to pay any HOA fees and has not had any units since then. Rahimi started his actions against ten Entities and people involved in People's Court. Here once again, like the County Attorneys Stuart Waldrip, came in with the fraudulent quit claim deed from Johnsons to David Butler and told the judge that Rahimi needs to wait for our lawsuit to clear his title. The court completely ignored Rahimi's documents and evidence he had about his bait and switch and all the other parties. The Court dismissed Rahimi's cases and sent him to District Court with no records of the hearing and presentation of Rahimi. Rahimi then started his eviction process, an expedited matter which was supposed to happen on March 31, 2015. The court decided to rule on Rahimi's eviction without hearing, so the March 31st hearing did not happen until May 2015. Apparently the judge ruled and later revoked his ruling with no record of his ruling, just revocation of his ruling and

assignment of a hearing. Rahimi, due to the actions of the court, hired counsel. The Complaint was filed on April 10, 2015. The complaint was a “*group quiet title*” based on mutual mistake with four entities and three floors with three units involved. The shell game of Gerard makes the third floor and its units disappear and given to Legacy, doable because the plaintiffs did not provide any chain of titles to support their complaint. The Mary Carter Agreement was used to the point that Rahimi had no plaintiff. Rahimi’s eviction process was consolidated with this case, but procedurally did not follow the rules of law. Rahimi’s adversaries were put on the same side as him, the defendant. Rahimi’s council tried to get Rahimi out of the complaint Case number 158500038 since he didn’t have any plaintiff. The court decided that everybody was Rahimi’s plaintiff. The court did not review Rahimi’s cases, instead ruled on a summary judgement prematurely with all Rahimi’s disputes of facts in place. The court also put all of the Rahimi’s peoples’ court disputes on hold until the final summary judgment of the complaint. The Court did not accept Rahimi’s opposition to the summary judgement due to being too many pages although it contained only 9500 words. This Summary Judgment was approved on 3/24/17 despite the fact that Ownership of the entire Zermatt units involving Ken Patey, George Perkins’ interests, American First Federal Credit Union, ZB Holdings, and Rahimi’s stack units 107, 207, 307 were in three other lawsuits 140500069; 130500020; 180500092. These cases were also “*group quiet titles*” affected by Wasatch County’s negligence. In their lawsuits, default judgments were used. They also had “*group lis*

pendens" and Legacy and partners with the same lawyers. The court not only approved a "group quiet title" but also instead of each title going in front of a judge decided on ownership and title of forty four (44) owners and only left Four rooms still in dispute. Rahimi tried to clarify this group quiet title but the court misunderstood him. The reason for the four rooms still having problems was that the mutual mistake theory was wrong. See, request for rehearing and mathematical explanation by Rahimi. The court after the final summary judgment changed the judge. The new judge's goal was to preserve this summary judgment. Legacy and partners still had a lot of default judgments to do in four lawsuits and the Four rooms issue to resolve since their mutual mistake theory was only true about one scenario number two. Thus, the case was going on while the new judge decided to give Rahimi no standing in any of these issues, and refused to review his stack although it is required by law. The new judge put two of Rahimi's motions, the two that he was allowed to present, under advisement. The first one Rahimi's hearing was denied a hearing that was already heard; the second one is explained below under Issue 23 in Rahimi/Sirola Briefing. Rahimi attempted to do an interlocutory appeal, 65 B against District and Appeal case without success. Although retrospectively based on Hall v. Hall, 584 U.S. (2018) Consolidation Supreme Court USA16-1150 3ebh-1, Rahimi should have given the interlocutory appeal. Rahimi started to preserve his issues for higher courts in multiple motions about all the misrepresentations and mistakes of the courts and judges' actions and Wasatch County chain of titles changes because he realized that his

stack was not reviewed, and his motions under advisement were not ruled on, and he could not go to any higher court if all his issues were brushed off. After many default judgments, and finishing their three other lawsuits, and declaring Rahimi vexatious with a prefilng order the case 150500038 consolidated with 150500018 was ruled on 12/31/19 in favor of Legacy and partners. This is the final order that I have tried to appeal.

STATEMENT OF THE FACTS

1. Weston Fuller, Robert Fuller, Andrew Fuller, and Corey Anderson from Vintage Real Estate Agency, issued REPC real estate purchase contracts to buyers who pre-bought units prior to construction. REPCs for pre-bought units occurred between 2002 and 2006. All final titles were issued by Weston Fuller after 2006.
2. On August 23, 2002 Darwin Johnson paid One Thousand Dollars (\$1,000.00) as deposit for room number 132 OZR6132/OZR6A232 on the first floor.
3. According to Fuller's plan, unit buyers also were buying into ownership in limited common areas and common areas. This was the plan of Robert Fuller and executed on June 27, 2005, entry number 286793, declaration of villas entry 241536, and declaration of hotel suites, villages 190825. Wasatch County based on Plat F assigned Parcel numbers and Tax ID for each unit starting in 2003.

4. *On or about September 16, 2005, Peter Johnson and Zermatt executed a Real Estate Purchase Contract for Residential Construction regarding Unit Door Number 107, now 207, before construction of the hotel property, so REPC was 107 because it was done in 2005 (“Johnson REPC”). OZR6007/107/207 Chain of title.*
5. On September 30, 2005, Perkins DOT took a security interest in the Zermatt Parcel property (which is the Hotel), but expressly excluded 46 of the Privately Owned Units. The Perkins DOT lists the 46 excluded units by their Unit Plat Numbers, beginning with 002 and ending with 138.
6. On November 8, 2006, Zermatt executed a \$16.5 million promissory note to America First Federal Credit Union (“AFCU Note”), secured by a November 17, 2006, AFCU Deed of Trust (“AFCU DOT”).
7. Prior to construction in 2006 and amendment in 2010, the Plat F 2002 was the only reference point by which all public and private parties could rely.
8. Sometime around the end of 2005/beginning of 2006, Weston Fuller with his father, Robert, and brother Andrew, began their own full service broker, Mountain Resorts Management, which handled all REPC's from that time forward so they could sell Zermatt units with maximum profit expected. Weston Fuller created a map to sell the units based on what was on the doors - not titles, not parcel

number, and not Plat F numbering.

9. The Wasatch County negligence affects not only the Suites and Villa buyers, but also all financial documents, like AFFCU and title insurance companies, specifically FATIC as individuals title insurer and lenders policy writer.

10. ☺ Weston Fuller altered his REPC for OZR6128, sometime after its original signing when he was asking Wasatch County for his title. The unit originally stated "128," but this was crossed out, and "228" was put in its place, meaning he was changing Plat F numbering to American numbering after construction to match his map not knowing what kind of problem he was actually creating.

Motion to dismiss summary judgement

OFFER TO PURCHASE

1. PROPERTY:

1.1 Location. The Earnest Money Deposit is given to secure and apply on the purchase of a new Residence (the "Residence") described below to be constructed by Seller on a parcel of real property (the "Lot") located at: Zermatt Resort & Spa, in the City of Midway, County of Wasatch, State of Utah, more particularly described as Lot No. N/A In the N/A Subdivision, or alternatively as follows: Suite #228, of the Hotel der Baer @ Zermatt. The Purchase Price for the Residence [] INCLUDES DOES NOT INCLUDE, the Lot.

1.2 Home Design. Seller shall construct the Residence and related improvements in accordance with the Plans & Specifications checked below and approved by Buyer as provided in Section 8. (check applicable box):

King Suite _____ House Plan

FHAAVA Approved Plan No. _____

Plans and Declaration of Condominium (check one) AS RECORDED AS PROPOSED for Unit Number 228 of the Hotel der Baer @ Zermatt Resort & Spa Condominiums

a Custom Home (specify) _____

Other Price Includes furnishings _____

1.3 Improvements. Seller represents that the Residence will be connected to the utility service lines and serviced by the additional improvements identified below. (check applicable boxes):

(a) Utility Services

well public water private water natural gas electricity telephone

public sewer septic tank other (specify) N/A _____

(b) Additional Improvements

dedicated paved road private paved road other road (specify) N/A _____

curb & gutter rolled curb sidewalk irrigation water/secondary system - # of shares N/A _____

Name of water company N/A _____

other (specify) N/A _____

1.4 Permit Fees. Seller agrees to pay for building permit fees, impact fees and all connection fees except the following: N/A _____

11.

12. ☺ Weston Fuller also changed the REPC for his brother, Andrew Fuller, when

asking for the title for Wasatch County, from "126" to "226," as seen in the REPC, below:

Buyer Andrew Fuller offers to purchase the Property described below and hereby delivers to the Brokerage, as Earnest Money, the amount of \$ 1,000 in the form of Check which, upon Acceptance of this offer by all parties (as defined in Section 23) shall be deposited in accordance with state law.

Received by: _____ on _____ (Date)

Brokerage: Vintage Properties Group, Inc. Phone Number 801-226-7955

OFFER TO PURCHASE

1. PROPERTY:

1.1 Location. The Earnest Money Deposit is given to secure and apply on the purchase of a new Residence (the "Residence") described below to be constructed by Seller on a parcel of real property (the "Lot") located at: 710 Resort Drive, In the City of Midway, County of Wasatch, State of Utah, more particularly described as Lot No. n/a in the n/a Subdivision, or alternatively as follows: Suite # 126 in the Hotel der Baer. The Purchase Price for the Residence [] **INCLUDES** **DOES NOT INCLUDE** the Lot.

1.2 Home Design. Seller shall construct the Residence and related improvements in accordance with the Plans & Specifications checked below and approved by Buyer as provided in Section 8. (check applicable box):

- King Suite House Plan
- FHA/VA Approved Plan No. _____
- Plans and Declaration of Condominium (check one) AS RECORDED AS PROPOSED for Unit Number 126 of the Hotel der Baer Condominiums
- a Custom Home (specify) n/a
- Other includes furnishings

1.3 Improvements. Seller represents that the Residence will be connected to the utility service lines and serviced by the additional improvements identified below. (check applicable boxes):

(a) Utility Services

- well
- public water
- private water
- natural gas
- electricity
- telephone

13.

@@ Weston Fuller also changed Siddoway's REPC since Siddoway's notice of the change of their room and they brought it up to Weston. Weston told them the unit in their REPC has been sold and he gave them the room below with no closing cost.

14. @@ Weston Fuller was in charge of the key issuances which according to declaration of suites was supposed to be to title holders. Weston Fuller was issuing keys based on his idea of who owned what unit as such he was issuing keys to his brother for OZR6A207 and OZR6A107 to Johnsons, but these were hotel units so it did not matter.

15. @@ Between 2002-2007 The Unit Plat Numbers from Plat F were used in every

aspect of the Hotel development, including construction, sales, purchase contracts, and deeds, except Weston Fuller and his map which was using physical door numbering. 306033 MECHANIC LIEN AND RELEASE 305018, 308876, 300876, 302065, 300937, 302013, 298060, 300173, 305941, 308585, 309585. Even consents for Amendment plat was done based on Plat F.

16. Per Weston Fuller, “The management committee didn't really exist in 2006 until they had their first homeowners' association meeting in January of 2007. Weston Fuller was the person who was deciding in his mind who owned what, as such not familiar nor aware of Plat F 2002 and Wasatch County's negligence with his dad, Robert Fuller, became the main reason that the mistakes of Wasatch County were not discovered.

17. On Dec 28, 2009 Special Warranty of deed from Fuller Heritage Robert Fuller to Zermatt Resort LLC. This document with +++ adds all of our common and limited common areas.

18. On April 30, 2010, Legacy Resorts, LLC (“Legacy”) bought the AFCU Note. Legacy Resort LLC declared that they acquired the entire Zermatt Resort.

19. On April 13, 2010, Robert Fuller “the developer and principal owner of Zermatt Resort” filed an “Affidavit Concerning Unit Numbering of Plat F at Zermatt Resort” (“Fuller Affidavit”), which set forth as follows..... 3. The sold units were

conveyed using the hotel numbers rather than the Plat F numbers.

20. May 4, 2010 Zermatt Resort LLC Transaction with AFCU, Randon Wilson lawyer, Waldo and Jones.
21. ~~Legacy did an Amendment to Plat F in 2010. In this Amendment they erased 6 units of our limited common areas and gave it to Legacy: OZR6426 (Meeting Room), OZR6153 (Restaurant), OZR6249 (Hospitality Suite), OZR6184 (Conference Suite), OZR6284 (Conference Suite). Deleted Tax Rolls for 2011.~~
22. 4/12/12 Legacy started the construction lawsuit on behalf of homeowners suites and villas, not 12 villages 120500050.
23. In or about 2012, Legacy and partners, Legacy hired attorney Ben Johnson to do Correction of deed in preparation for their “*group quiet title*.” Quitclaimed by Legacy: OZR6A107 to Johnsons, OZR6A120 to Butler, OZR6A125 to Nellist. Quitclaimed to Legacy: OZR6A307 from Butler.
24. In or about June 2012, Mark Butler, a real estate agent, president of the suites at Zermatt and very much familiar with title issues, purchased Russel Fuller’s unit OZR6207/OZR6A307 in a foreclosure from Axiom Financial.
25. In February of 2013, Rahimi bought OZR6107/OZR6A207 for \$45,000. The unit that was shown to Rahimi in 2013 as Johnson’s unit by Legacy and Weston Fuller was OZR6007/OZR6A107. On February 29, 2013, Rahimi closed his purchase

from Johnsons. His title company emails his real estate agent that the address is wrong and they will fix it for closing. The first page of my deed was never recorded by Wasatch County's Recorder.

26. ZB HOLDING COMPANY LC vs. DAVIS, JAREN, 130500020 filed on 3/5/13.

Zermatt and ZB are informed and believe that Zermatt has title to the following assets: (a) Nine (9) Suites or rooms within the Hotel – Unit Nos. 129, 131, 135, 209, 284 (conference suite), 342 (meeting room), 347 (meeting room), 349 (hospitality suite), and the spa; (b) the Annex; (c) approximately 0.67 acres to the north of the Hotel located on Plat A of the Facilities; (d) approximately 0.55 acres within the Swiss Oaks development in Midway, Utah; (e) Three (3) liquor licenses for Zermatt (BC00128, RE01963, and BC00128); and (f) Two (2) trademarks for Zermatt (Serial No. 78979383 and Serial No. 78845043).

27. On 7/17/14 Lawsuit 140500069 started by Legacy vs. Ken Patey. Lis pendens was also done against the entire Zermatt Resort.

28. On July 18, 2014 Rahimi got his property taxes parcel number 20-9193 Tax Id OZR6107/0ZR6A207 for the first time, when he noticed that there were unpaid taxes for two years and that he was victim of *bait and switch*. At the same time Lis pendens lawsuit entry 402849 and released December 18, 2014. Entry 407474.

29. On August 5, 2014, Rahimi calls the police for trespassing.

30. On or about August 8, 2014, PRAIA LLC vs. FIRST AMERICAN TITLE INSURANCE CASE NUMBER 140500081 was filed in Fourth District Court. *See, docketing; transcript; judgment.* No chain of titles for the Units OZR6007/OZR6A107 and OZR6207/OZR6A307 were submitted in this lawsuit. **This includes my stack, but I was not allowed to join this lawsuit and the judgement of this lawsuit was used in the final judgement of case 150500038.**

31. 10/28/14 Small Claims Actions 148400026, 148400027, 148400028, 148400029, 148400030, 148400031, 148400032,

32.Appealed to Fourth District Court 2/18/15. 158500001 hearing November 4, 2016, 158500002 John Harr, 158500003 Mark Butler, 158500004 David Butler, hearing August 6, 2018, 158500006 legacy, hearing August 6, 2018, 158500007 Gemstone management, 158500008 HOA dismissed July 14, 2017. These were for all 8 cases hearings May 12, 2015, which Judge Griffin consolidated with case 158500038. Brown ruled on them based on Griffin's Summary Judgment

33. On or about March 18, 2015, Rahimi requested a hearing for his eviction process, which was scheduled for 3/31/2015, only to be canceled by Griffin and ruled on.

34. Plaintiffs did not file their "Group Quiet Title" Complaint until May 2015.

35. 7/31/18 The lawsuit 180500092 filed.

36. On or about January 10, 2019 Rahimi filed 65(b).

37. 1/11/19 The Court issues its ruling on Plaintiff's Motion for Summary Judgment in

case 180500092 signed 2/22/19. The stay in cases 150500038 and 130500020 is lifted.

38. On March 19, 2019, I submitted a Motion to Dismiss which discussed Weston Fuller's fraudulent activity and disputed the presence of any mutual mistakes. I have included the hearing tapes here. (March 19, 2019 Hearing Audio 150500038 Part I; March 19, 2019 Hearing March 19, 2019 Hearing Audio 150500038 Part II; Audio 150500038 Part III).
39. On April 17, 2019, the Suite HOA (same thing as Legacy and Partners now) announced they are going to do an Amendment to our declaration of condos for the Suites at Zermatt and they are going to take a vote at our meeting scheduled for April 27, 2019. In this Amendment of Declaration they are going to exclude from our common areas, the Spa, tennis court, pavilion, covered patio, concessions.
40. September 9, 2019 hearing transcript motion to strike pleading and vexatious litigator issue.
41. On December 13, 2019 the order to declare Danesh Rahimi Vexatious by his co defendant was approved by Judge Brown.
42. On December 31, 2019 the final Judgement of Case 150500038 was done. My Motion to Dismiss which was under advisement also dismissed as such since this final judgement did not have any arguments nor analysis Judge Brown did not

analyze any of my motions. My eviction process case 150500018 was never discussed since its improper consolidation.

The record on appeal has preservation of these facts in my motions mainly:

Pleading motion, Full Release of Lis Pendens, DEFENDANT'S MOTION TO DISMISS AND ALTERNATIVE RULE 60(B) MOTION TO SET ASIDE ENTRY OF SUMMARY JUDGMENT, 65 (b) motion, second 65 (b). Example troykohlervskennethpatey090919condensed about being vexatious and pleading arguments dated 9/9/19 index page number 16356.

REASONS FOR GRANTING THE PETITION

@@GROUP QUIET TITLE AND LIS PENDENS@@

In what can be considered nothing less than legislating from a judicial office in stark violation of the separation of powers doctrine, Judges Brown, Griffin, and McVey have entered orders favorable to a "group quiet title" theory, which simply does not exist under Utah law in the manner applied, clearly done solely to advance the fortunes of the insiders whose greed has tainted the Utah judiciary with the utmost appearance of impropriety.

There has not been any authorizing statutes from which "group quiet title" nor "group *lis pendens*" have been adopted into Utah law, nor United States Laws particularly in the context of the present factual situation. The manner in

which this group litigation has served to prejudice certain parties such as Ken Patey and myself to the windfall benefit of Legacy is indicative of the rights abuses intended by the architects of this litigation fraud.

This “*group quiet title*” purports to allocate parcels of real property, and has nothing to do with the public trust, navigable waters, or communal interests in natural resources, which is the closest textual body of law to the Utah Public Waters Access Act. (See, Lexis Search Group Quiet Title ; Lexis Search Group Lis Pendens). As a matter of fact, the relevant Utah Quiet Title Code Section makes its first point of business to preclude any possibility of “group quiet title” by specifically limiting actions as between a “person” and another “person.”

Part 13 Quiet Title

78B-6-1301 Quiet title -- Action to determine adverse claim to property.

A person may bring an action against another person to determine rights, interests, or claims to or in personal or real property.

This rule emphasizes that individual property ownership is of paramount importance, and as such, specifically disclaims any group use or abuse of the judicial process. (See, Plaintiffs' Amended Complaint).

VIOLATIONS OF CONSTITUTIONALLY PROTECTED INTERESTS

The resulting consequence of the group's quiet title litigation provides the best insight into the intent of the conspirators who have allowed it to continue.

The purpose and intent behind the group quiet title was simply to insulate Legacy Resorts from any civil liability following their correction of deed scam, whereby attorney Ben Johnson counseled Zermatt owners to participate in a bait and switch whereby they would trade their legitimate title to a property to Legacy in exchange for Legacy's illegitimate title purporting to convey ownership of the unit one floor above. See motion for pleadings.

This resulted in astronomical losses for Ken Patey (now homeless), and caused many other unit owners to be "hostages" at the mercy of First American Title Insurance Company. The threatening situation of losing the title insurance payout and ending up with nothing was enough motivation to silence the lion's share of hostage unit owners. Ken Patey's entire livelihood was tied up in the Perkins notes (an entire floor of units they sought to falsely claim ownership of), and as a result, he had to file a lawsuit. I filed several claims in the Justice Court as a matter of principle given the fact that I had no interest in trespassing on Ken Patey's room.

The Wasatch County GRAMMA details my efforts to obtain possession of my unit, and in these documents, former Federal Judge and Legacy General Counsel, Stu Waldrip is quoted instructing Wasatch County Officials not to take my allegations seriously because they would be handled in litigation soon to be filed, and constituted merely a "Civil matter," in spite of the fact that forcing me to

trespass and allowing trespassing over my unit is mostly criminal in the state of Utah.

(See, Petition for Interlocutory Appeal of March 19, 2019 Order Denying Motion to Remove Lis Pendens).

(See, UCA 73-29-204; Motion to Remove Lis Pendens).

(See, Part I: September 19, 2019 Hearing Audio, Civil No. 150500038 (Cons. 150500018); Part II: September 19, 2019 Hearing Audio, Civil No. 150500038 (Cons. 150500018); Part III: September 19, 2019 Hearing Audio, Civil No. 150500038 (Cons. 150500018); Part IV: September 19, 2019 Hearing Audio, Civil No. 150500038 (Cons. 150500018)).

Right of Title Holder to Possess a Property over Adverse Claimant

Rahimi based on our 14th Amendment and these units being hotel condominiums should have been issued a key to the unit he had title to according to 57-8-6 Ownership and possession rights of condominiums. Can you imagine what would happen to our real property if a claimant to a title rather than a title holder would have the right to possess a property?

© GROUP DEFAULT JUDGEMENT IN GROUP QUIET TITLE ©

The Supreme Court of the United States in two cases now has confirmed that the

court shall not enter judgment in quiet title actions. Code of Civil Procedure section 764.01 CA, simply provides that a plaintiff does not have a right to entry of judgment in his or her favor as a matter of course following entry of the defendant's default in a quiet title action. (Winter v. Rice, *supra*, 176 Cal.App.3d at p. 683, 222 Cal.Rptr. 340.) or Utah 78B-6-1315 (3). Nickell v. Matlock (2012) 206 Cal.App.4th 934, [2nd Dist.], "under section 764.010, they are entitled to participate in a prejudgment evidentiary hearing to determine the ownership of the property." HARBOUR VISTA v. HSBC: "*This appeal requires us to interpret the statute governing judgments in quiet title actions. The statutory language is about as straightforward as such language ever gets: 'The court shall not enter judgment by default....'* (Code Civ. Proc., § 764.010.) *Entry of a default judgment against appellant HSBC Mortgage Services Inc., and in favor of respondent Harbour Vista, LLC, in a quiet title action was error.*" In this case, plaintiffs have gone back in time and have given notices to the people or entities that had no more possession nor interest in the properties any more, in a group manner again. *See, axiom financial FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING DEFAULT JUDGMENT* and default certificate and motion. The Axiom financial included My stack and units despite this fact Judge Brown did not give me standing to defend myself. Issue 36 of Appeal.

CERTIORARI LENGTH PAGE NUMBER VS WORD COUNT

Perhaps this was my mistake, since my assumption was that since the Utah certiorari rules were all copied from the United States Supreme Court it would also follow the word count. The clerk of the court rejected my certiorari based on

the 20 pages limit and after my request for reconsideration Judge Peterson denied my reconsideration. The merits of this case which is very important not only for the state of Utah but the entire nation was never looked at. I believe the lower court's decisions are important and worthy of the Supreme Court of the United States of America.

CONCLUSION

This case presents several issues of importance beyond the particular facts and parties involved, all in conflicts with our fundamental principles of our constitution. The problem of "group quiet title, group lis pendents and group default judgements" in a quiet title action are first in our nation.

The issues of hyperlinks and page numbering vs word count also are of first impression. For the foregoing reasons, the petition for a writ of certiorari should be granted and the ruling by Fourth District Court Order 12/31/19 by Judge Brown/Judge Griffin, should be reversed. Each individual title in this group quiet title action, including my title, should go in front of a judge because according to the law of the state of Utah and the United States the next lawful step is for each individual title to go in front of a judge.

Namaste  Danesh Rahimi

Dated: May 31, 2021.

/s/ Danesh Rahimi

Dr. Danesh Rahimi, Appellant *pro se*