20-565 ORIGINAL

No. 20-_____

IN THE

SUPREME COURT OF THE UNITED STATES

George Matthews and Nina Matthews

Petitioners,

vs.

David Merbaum and Andrew Becker

Respondents.

On Petition for a Writ of Certiorari to
The United States Court of Appeals
For the Eleventh Circuit

PETITION FOR A WRIT OF CERTIORARI

George Matthews
Nina Matthews
6038 Katie Emma Drive
Powder Springs, Georgia 30127
Tel.: 404-213-8324
E-Mail: matthews.6038@yahoo.com
Pro-Se Petitioners

I. Questions Presented

1. Whether the Eleventh Circuit Court failed to hold Attorneys in contempt of court after evidence was shown they violated orders from the Northern District Court

2. Whether the Eleventh Circuit Court failed to hold other courts accountable for entering judgments against Petitioners for a claim for attorney fees that was previously adjudicated before the Northern District Court

II. Corporate Disclosure Statement

Pursuant to Rule 29.6 of this Court's Rules, petitioner Sequenom, Inc. states that it has no parent company, and no publicly held corporation owns 10% or more of its stock.

III. Parties to the Proceedings

George Matthews and Nina Matthew were Plaintiffs' in the George Matthews et al v. State Farm lawsuit and filed Motion for Contempt against their prior attorneys on this same case

Attorneys Andrew J. Becker and , David Merbaum where the Attorneys for the Plaintiff on the George Matthews et al v. State Farm lawsuit until they were granted withdrawal from this case.

Related Cases

- *Matthews et al v. State Farm Fire and Casualty Company* No. 1:10-cv-01641 Northern District Court Atlanta, Georgia
    - Orders Attorney Fees re:Merbaum and Becker (October 25, 2010 - Transcript of Motions Hearings Before the Honorable Willis B. Hunt, Jr. United States District Judge-orders were never filed to court docket)
    - Order Attorney Withdrawal January 5, 2011 Summary Judgment entered Matthews v. State Farm February 13, 2012
    - Judgment entered Motion for Contempt November 11, 2019

- *Merbaum Law Group v. George E. Matthews III and Nina Matthews* No. 11-63910 US Bankruptcy Court Northern District of Georgia Atlanta Division

- Judgment to Allow Late of Proof of Claim (#60 order mislabeled on court docket as Order on Motion to Extend Time)
- Judgment to release Nina Matthews as Co-Debtor entered November 10, 2015

- *Merbaum Law Group v. Nina Matthews* No. 15103498 Cobb Superior Court
  - Summary Judgment Attorney Fees August 2, 2017
  - Final Order Dismissing Case Without Prejudice December 12, 2019

IV. Table of Contents

Questions Presented	1
Corporate Disclosure Statement	2
Parties to the Proceedings	2
Table of Contents	4
Table of Authorities	5
Constitutional Provisions	6
Petition for Writ of Certiorari	6
Opinions Below	6
Jurisdiction	7
Constitutional Provisions Involved	7
Statutory Provisions Involved	7
Statement of the Case	8
Reasons for Granting the Writ	16
Conclusion	21

V. Table of Authorities

Cases

Bostwick v. Brinkerhoff.....18

Catlin v United States.....18

Citronelle-Mobile Gathering, Inc. v. Watkins.....16

Durfee v. Duke.....19

Embry v. Palmer.....19

Fowler v. Vineyard.....20

Howard Johnson Col, Inc. v. Khiman.....17

Mercer v. Mitchell.....17

Ray Haluch Gravel Co. v. Cent. Pension Fund of Int'l Union of Operating Eng'rs & ParticipatingEmp'rs.....17

Riley v. N.Y. Trust Co.....19.

Shillitani v. United States.....16

Waldrop v. Green County Hosp. Auth.....19

Statutes/Rules

18 U.S.C. § 401

28 U.S.C. § 455

28 U.S.C. § 1291

O.C.G.A § 9-12-40

O.C.G.A § 15-19-14

ABA Rule 2.9(A)

VI. Constitutional Provisions

The Fourteenth Amendment provides in relevant part: [N]or shall any State deprive any person of life, liberty, or property, without due process of law. U.S. Const. amend. XIV, § 1.

VII. Petition for Writ of Certiorari

George Matthews, pro se and Nina Matthews pro se, respectfully petitions this court for a writ of certiorari to review the judgment of the Eleventh Circuit Court of Appeals.

VIII. Opinions Below

The unpublished memorandum opinion of the United States Court of Appeals for the Eleventh Circuit Court is reported as George Matthews, et al v. Andrew J. Becker, No. 19-15001-GG (11th Cir. June 2, 2019) is included herein as Appendix A.

IX. Jurisdiction

This court has jurisdiction of this petition to review the judgment of the United States Court of Appeals for the Eleventh Circuit pursuant to 28 USC § 1254. On March 19, 2020 the US Supreme Court extended the filing deadline to 150 days from the date of the lower court judgment to file any petition for a writ of certiorari. The United States Eleventh Circuit Court entered its decision on June 2, 2020.

On April 15, 2020 the US Supreme Court ordered that any document filed in the case prior to a ruling on a petition for writ may submit a single paper copy of the document on 8 ½ x 11 inch paper and standards set forth in Rule 33.1 would apply.

X. Constitutional Provisions Involved

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.

XI. Statutory Provisions Involved

28 U.S.C. § 1291: Final orders and judgments of district courts, or final orders of bankruptcy courts which have been appealed to and fully resolved by a district court under 28 U.S.C. § 158, generally are appealable. *A final decision is one that "ends the litigation on the merits and leaves nothing for the court to do but execute the judgment."*

OCGA § 9-12-40, is the State of Georgia res judicata statute, provides that [a] judgment of a court of competent jurisdiction shall be conclusive between the same

parties and their privies as to all matters put in issue or which under the rules of law might have been put in issue in the cause wherein the judgment was rendered until the judgment is reversed or set aside.

18 U.S. Code § 401 Power of court. A court of the United States shall have power to punish by fine or imprisonment, or both, at its discretion, such contempt of its authority, and none other, as—

(3)Disobedience or resistance to its lawful writ, process, order, rule, decree, or command.

XII. Statement of the Case

1. The Facts

A. Background

Petitioners George Matthews and Nina Matthews hired Attorneys David Merbaum and Andrew Becker of Merbaum Law Group to file a lawsuit against State Farm Fire and Casualty Company for breach of contract and bad faith [Civil Action File No. 1:10-CV-1631] after trees damaged their home during a storm. The case was filed to Cobb Superior Court but moved to the Northern District of Georgia Atlanta Division. During the discovery phase of Matthews v. State Farm Attorneys filed a Motion to Withdraw from the case. The court held a motions hearing on October 25, 2010. Attorneys pleaded before Judge Willis Hunt they were owed almost $20,000 for attorney fees (Motions Hearing October 25, 2010 Tr. 4) . However, attorneys acknowledged in Open Court that they had sent a letter to the Matthews stating if the Matthews did not oppose their withdrawal from Matthews v. State Farm that they would only owe $500 (Motions Hearing October 25, 2010 Tr.

32). Attorneys also acknowledged in Open Court that they were aware the Matthews had an expert ---an engineer to support their case but that there was a wide discrepancy between the estimate $11,000 estimate of damages that State Farm had written and $180,000 estimate which the Matthews had received from a contractor (Motions Hearing October 25, 2010 Tr. 34). Judge Hunt also questioned if attorneys had made an attempt to mediate the case with State Farm but the attorneys stated they had not. Judge Hunt stated after hearing both sides he would make the attempt to mediate the dispute between attorneys and the Matthews (Motions Hearing October 25, 2010 Tr. 40). Judge Hunt ordered a condition of the reconciliation would be for attorneys to agree to sign a contingency contract which meant attorneys would only collect legal fees if they were successful at resolution of the claim "You need to agree on a contingency [contract]." Judge Hunt also stated attorneys were to move forward with the case if they could reconcile by starting to take depositions and attempt to mediate with State Farm before there was an order on the mediation (Motions Hearing October 25, 2010 Tr. 39). Judge Hunt also entered orders stating if attorneys did not reconcile they would be relieved of their responsibilities and only receive out-of-pocket costs based on the conditions in their letter. The order also stated that there would be no additional money the attorneys could pursue from the Matthews (Motions Hearing October 25, 2010 Tr. 41). Those orders were never recorded to the court docket. The transcriber recorded a minute sheet which excluded the withdrawal but stated only

attorneys would make an attempt to reconcile.[1] In fact, the transcript which contained evidence of the orders was withheld out of the court record until after Judge Steve C. Jones entered judgment on Matthews v. State Farm (Matthews v. State Farm (Docket Report) No. 1-10-cv-01641, N.D. Ga, Doc 103, April 11, 2012). Attorneys did present an addendum to their original hourly contract which the Matthews signed that they would pay $7,500 but the contract signed was also in violation of Judge Hunt's order that attorneys must agree to a contingency in order to reconcile.[2] About three weeks after attorneys agreed to reconcile they again notified the Matthews that would file to withdraw from Matthews v. State Farm. Based on the order entered on October 25, 2010 Judge Hunt relieved the attorneys with a withdrawal order. Judge Hunt specifically referred in the order that Plaintiffs did not oppose their attorneys withdrawal (Matthews v. State Farm (Docket Report) No. 1-10-cv-01641, N.D. Ga, January 5, 2011). In the Eleven Circuit Court's opinion it was stated that the Matthews objected to their attorneys withdrawal but their statement is contradictory to Judge Hunt's withdrawal order (Matthews v. State Farm (Docket Report) No. 19-15001, 11th Cir., June 2, 2020). On January 19, 2011 attorneys showed that they chose to disregard the Northern District Court order by filing a Notice of Lien claiming the Matthews were indebted to them for almost $20,000. Being hindered by their prior attorneys public filings the Matthews were unable to secure a new attorney for for Matthews v. State Farm

[1] 28 U.S. Code § 753(b)(2) states every court session or proceeding is to be recorded to the court record included in the court record unless there was an agreement to the contrary.
[2] Attorneys never filed a lawsuit for the $7,500 but instead filed to Cobb Superior Court for $20,000 of attorney fees and filed a Late Proof of Claim in the US Bankruptcy court for the $20,000

and signed on as pro-se litigants. Judge Steve C. Jones was reassigned to the case to replace Judge Willis B. Hunt on the Matthews v. State Farm case. Noteworthy is that State Farm did file a Motion for Sanction against the Matthews .[3] The Opposition brief provided evidence that State Farm's engineer Cerney and Ivey was found to be unlicensed by the Georgia Secretary of State but had written engineering findings reports denying damage against the Matthews home and potentially other customers across Georgia. The evidence filed to the case also showed that the Matthews obtained evidence from documents which were held by their prior attorneys David Merbaum and Andrew Becker which showed State Farm had drafted findings reports on behalf of the Georgia Department of Insurance and the attorneys remained silent that they were aware of the insurance fraud done to the Matthews. Although the Northern District Court denied State Farm's Motion for Sanctions the Court failed to acknowledge evidence of insurance fraud by State Farm which was filed to the case.

On April 1, 2011 the Northern District Court filed a Minute Sheet which stated that the Northern District Court conducted mediation with parties in chambers. There was never a mediation between the parties of the Matthews v. State Farm conducted by Judge Steve C. Jones and there was never a mediation ordered for the case (Matthews v. State Farm (Docket Report) No. 1-10-cv-01641, N.D. Ga, April 1, 2011). There was also no evidence found in the case to support why the Matthews were punished to "take nothing" or ordered to pay State Farm's

[3]The Matthews paid Attorney Crystal James Sermons of Crystal Jamates & Associates to write a Brief in Opposition to the Motion for Sanction. Attorney Crystal James did not make an appearance before the Northern District Court

litigation costs in the summary judgment ruling entered by the Northern District Court (Matthews v. State Farm (Docket Report) No. 1-10-cv-01641, N.D. Ga, February 13, 2011. The Eleventh Circuit Court affirmed the decision Matthews v. State Farm Fire & Cas. Co., 500 F. App'x 836, 837. 843 (11th Cir. 2012).

B. By filing to other courts Attorneys refused to accept the Northern District Court as final authority when their order stated attorneys could only collect out-of-pocket costs while denying the $20,000 of attorney fees

In May 2015 attorneys filed Merbaum Law Group v. George Matthews and Nina Matthews in Cobb Superior Court requesting the same $20,000 in attorney fees which had already been denied by the Northern District Court. The Matthews had an active bankruptcy case and attorneys pursued them by first filing a Late Proof of Claim to the US Bankruptcy Court Northern Division Atlanta and were ordered to receive $19,928.83---the same almost $20,000 which was denied by the Northern District Court.[4] Attorneys claims for attorney fees are governed by Georgia statute O.C.G.A. 15-19-14(a). The statute is clear that attorneys attorneys-at-law must have a lien on all papers and money of their clients in their possession for services rendered to them. Attorneys were granted the $19,928.83 claim without holding any lien and in violation of Georgia law-- thereby their Late Proof of Claim was not only unlawfully filed but the judgment unlawfully ordered. Money that was paid to Merbaum Law Group based on a claim filed by David

[4] The judgment on the Late Proof of Claim entered by Judge Barbra Ellis-Monro was mislabeled in the US Bankruptcy for Northern Division court docket as an order on Motion to Extend Time. Merbaum Law Group, P.C. v. George E. Matthews III and Nina Matthews (Docket Report) No.11-63910 , US Bankruptcy N.D. Ga, September 16, 2015).

Merbaum and Andrew Becker was illegally stolen from other creditors who held a lawful right to collect from the Chapter 13 bankruptcy account of George Matthews when attorneys filed a fraudulent Late Proof of Claim for almost $20,000 after being denied the attorney fees by the Northern District Court. The Bankruptcy court also entered a order to release Nina Matthews from Automatic Co-Debtor Stay in order to be pursued by attorneys in Cobb Superior Court although the attorney fees had been previously adjudicated in the Northern District Court (Merbaum Law Group, P.C. v. George E. Matthews III and Nina Matthews (Docket Report) No.11-63910 , US Bankruptcy N.D. Ga, November 10, 2015).

In August 2017 Cobb Superior Court entered a judgment against Nina Matthews also violating the Northern District Court order. The total judgment entered by Cobb Superior Court was $39,902.66 which included the almost $20,000 of attorney fees denied by the Northern District Court plus interest, expenses and late fees. In the State of Georgia attorney fees are governed by Georgia statute O.C.G.A § 15-19-14 which requires all attorneys to hold a lien in order to be granted a judgment.[5] Similar to the bankruptcy judgment Cobb Superior Court entered a judgment for the Attorneys who held no lien. The judgment was appealed before the Georgia Court of Appeals but was affirmed. Attorneys continued to pursue the judgment refusing to acknowledge their claim for attorney fees had been previously adjudicated in the Northern District Court. In December 2019 Judge Reuben Green

[5]OCGA 15-19-14(b) Upon actions, judgments, and decrees for money, attorneys at law shall have a lien superior to all liens except tax liens; and no person shall be at liberty to satisfy such an action, judgment, or decree until the lien or claim of the attorney for his fees is fully satisfied.

of Cobb Superior Court entered Final Order Dismissing The Case Without Prejudice and disposing the case before the court (Merbaum Law Group v. Nina Matthews (Docket Report) No.15-1-3498-51, Cobb Superior Court Ga, December 12, 2019).

C. Alleged mail fraud related to court cases

Petitioners first identified suspicious activities involving mail delivery to their residence when they received email notifications which was related to mail being delivered to their home. The Petitioners received harassment emails based on information the person had captured based on viewing what was arriving in their mail. The mail became even more suspicious relating to the Merbaum Law Group v. Nina Matthews when the a certified letter relating to an appeal was sent from Cobb Superior Court but after the first notice was delivered there was no further notice by the mail person who delivered the mail. More than five months passed but the mail person made a second attempt to deliver the same certified letter from the court. When the court record was checked it indicated a Proof of Service entry which adversely steed that Nina Matthews had not paid for the filed appeal and was not responsive to certified mail. It appeared the The proof of service entry to Cobb Superior Court was timed for the re-delivery of the certified mail to Nina Matthews. Cobb Superior Court had not received information from USPS to indicate that there was an attempt of the mail but yet the record would have thwarted the appeal.[6] A Complaint was filed to the US Postal Service (#3814) after

[6] USPS mail service rule states if there is no successful deliver after 15 days the mail is to be marked undeliverable and returned to send.

the Petitioners identified that their mail was being intentionally delayed and there was evidence the mail was tampered with. The incident was filed into the Merbaum v. Nina Matthews court record. Other suspicious mail continued to arrive at the Petitioners residence. The Matthews also began noting that Judge Reuben Green who presided over Merbaum Law Group v. Nina Matthews began directly pursuing Nina Matthews with letters from his office. This was a violation of ABA Rule 2.9(A) Ex Parte Communications which clearly stated a judge shall not initiate, permit, or consider ex parte communication outside the presence of the parties or their lawyers concerning a pending or impending matter. Nina Matthews had also previously filed a complaint to the Georgia Judicial Commision in the State of Georgia and filed to the Georgia Court of Appeals and Georgie Supreme Court seeking relief from violations of ex-parte but the complaints and appeals were dismissed without relief yet the mail continued to arrive from Judge Green. The Matthews signed with the USPS in order to monitor the mail being delivered to their home and it became apparent that much of the mail was circumventing the post office and not being scanned before being delivered to the Petitioners home. Mail that was related to both Merbaum Law Group v. Nina Mathews and George Matthews v. State Farm cases were being delivered to the Matthews home but circumventing scanning by the USPS post office. The mail carrier who had been delivering to the Petitioners residence for over three years was found to be hiding his identity by wearing a stolen ID badge of a postal letter carrier. The imposter only stopped delivering mail to the Petitioners residence after a suspicious activity

report was filed with Cobb County Police. The Matthews filed several complaints to USPS Office of Inspector General and were contacted about the case. There is an open investigation into this matter. The USPS Postmaster has been contacted with photo and videos of suspicious people who have continued to come to the Petitioners residence perpetrating as USPS mail carriers.

XIII. Reasons for Granting the Writ

A. To hold attorneys as officers of the court accountable for their disobedience to a lawful order and punishment for filing the same case before other courts which had been previously adjudicated

Petitioners are seeking that this court grant review of this case in order to hold attorneys as officers of the court accountable for very serious violations. This case presents this Court with an opportunity to enforce the standard that our courts must take bold action and hold those in contempt when their orders are violated.

The Petitioners became targets of their prior attorneys' after the attorneys declined to pursue Defendant State Farm insurance on behalf of the Matthews. The attorneys were encouraged by the court to pursue mediation on behalf of the Matthews by the Northern District Court (Motions Hearing October 25, 2010 Tr. 39). Attorney's made ad decision to walk away from the case and decided they did not wish to earn their legal fees by pursuing State Farm Insurance, Instead the attorneys chose to file lawsuits against their ex-clients for same $20,000 which was

denied by the Northern District Court rather than pursuing mediation on behalf of their clients.

A. Attorney's willfully disobeyed the court's orders and were not subjected to the contempt based on their actions

It is well-established that "[c]courts have inherent power to enforce compliance with their lawful orders through civil contempt. "Citronelle-Mobile Gathering, Inc. v. Watkins, 943, F.2d 1297, 1301 (11th Cir. 1991)(citing Shillitani v. United States, 384 U.S. 364, 370 (1966)). Once a plaintiff shows through clear and convincing evidence that the defendant has failed to comply with the Court's order, id., this this Court should "enter[ ] an order requiring the defendant to show cause why he should not be held in contempt and conduct a hearing on the matter", Mercer v. Mitchell, 908 F.2d 763, 768 (11th Cir. 1990)(citation omitted). The only defense available in a contempt action requires proof of the defendant "either...did not violate the court order or that he was excused from complying." Id. (citation omitted). See also *Howard Johnson Col, Inc v. Khiman,* 892 F.2d 1512, 1516 (11th Cir. 1990)("[T]he focus of the court's inquiry in civil contempt proceedings in complying with the order, but whether in fact their conduct complied with the order at issue")(citation omitted). Attorneys David Merbaum and Andrew Becker disregarded the authority of the Northern District Court and refused to acknowledge their claims for attorney fees had been adjudicated.

B. The decision by the Northern District Court that attorneys would not receive attorney fees was final

Judge Hunt offered to mediate the disagreement between the Matthews and the attorneys by asking the attorneys to attempt reconciliation but at the same hearing Judge Hunt also ordered that if the attorney's decided to withdraw they could collect no attorney fees because of their decision to withdraw from the case. The amount of $500 was based on their letter. 28 U.S.C 1291 states that final orders and judgment of district courts unless appealed are the final decision. A judgment that terminates an action is a final decision. Mohawk Indus., Inc. v. Carpenter, 558 U.S. 100, 106 (2009). This Court's long-standing precedent establishes that a final decision is "one that ends the litigation on the merits and leaves nothing for the court to do but execute the judgment." Ray Haluch Gravel Co. v. Cent. Pension Fund of Int'l Union of Operating Eng'rs & Participating Emp'rs, 134 S. Ct. 773, 779 (2014); Bostwick v. Brinkerhoff, 106 U.S. 3, 4 (1882) (stating that "[i]f the judgment is not one which disposes of the whole case on its merits, it is not final"). When attorneys did not seek to appeal Judge Hunt's order for attorney fees, the decision was final. Catlin v United States, 324 U.S. 229,233,65 S. Ct. 631, 89 L.Ed. 911 (1945) (the statute's core application is to rulings that terminate an action) also (in the ordinary course a "final decision" is one that ends the litigation on the merits and leaves nothing for the court to do but execute judgment). When Attorneys did not appeal Judge Hunt's ruling all actions on the collection of attorney fees for the legal work on the Matthews v. State Farm were terminated. Attorney's were aware that all litigation was final based on their decision to

withdraw from the Matthews v. State Farm case. Thus there was no merit to the attorneys filing a claim Cobb Superior Court or the US Bankruptcy Court for Late Proof of Claim after they were heard by the Northern District Court which stated that the Attorneys could only collect $500 for out-of-pocket costs could collect no additional money from their clients after their withdrawal.

C. The 11th Circuit Court harmed the Petitioners by ordering that the state and bankruptcy courts come into compliance with the Northern District Court order which denied attorney fees

Embry v. Palmer[7] is the one most often cited for the rule that state courts must give full faith and credit to federal adjudications. The rule of 28 U.S.C. §§ 1738–1739 pertains not merely to recognition by state courts of the records and judicial proceedings of courts of sister states but to recognition by "every court within the United States," including recognition of the records and proceedings of the courts of any territory or any country subject to the jurisdiction of the United The Northern District Court failed to examine that a judgment was entered which violated the existing order and failed to give credit to its own order. The Supreme Court has said, on a number of occasions, that in examining a sister-state judgment for full faith and credit purposes, a court must give the judgment the res judicata effect the judgment would have in the state where rendered.[8] As the Supreme Court has put it, "[b]y the Constitutional provision for full faith and credit, the local

[7] 107 U.S. 3 (1882) The Supreme Court of the District of Columbia is a court of the United States, and its judgment, when suit is brought thereon in any the Union, is, under the legislation of Congress, conclusive upon the defendant except for such cause as would be sufficient to set it aside in the courts of the district.

[8] See, e.g., Riley v. N.Y. Trust Co., 315 U.S. 343,349(1942). Ina Number Of recent cases, the Court has invoked the principle to require federal courts to apply the res judicata rules

doctrines of res judicata, speaking generally, became a part of national jurisprudence.[9] Georgia's principle of res judicata has been codified as OCGA § 9-12-40, which states that "[a] judgment of a court of competent jurisdiction shall be conclusive between the same parties and their privies as to all matters put in issue or which under the rules of law might have been put in issue in the cause wherein the judgment was rendered until the judgment is reversed or set aside." See Fowler v. Vineyard, 261 Ga. 454, 455, 405 S.E.2d 678 (1991). "Three prerequisites must be satisfied before res judicata applies-(1) identity of the cause of action, (2) identity of the parties or their privies, and (3) previous adjudication on the merits by a court of competent jurisdiction." (Footnote omitted.) Waldroup v. Greene County Hosp. Auth., 265 Ga. 864, 866(1), 463 S.E.2d 5 (1995); see also OCGA § 9-12-42; Fowler v. Vineyard, supra at 455-456, 405 S.E.2d 678. Although Cobb Superior Court dismissed their case against Nina Matthews the court never acknowledged that the attorneys case had been adjudicated and did not hold the attorneys responsible for withholding evidence from the court that their case was heard before. The Supreme is the rule is beyond doubt, and the state courts have generally accepted it. Indeed, the only semblance of resistance has appeared when there seemed to be something "wrong" with the judgments presented; it has never stemmed from a refusal by state courts to accept the general proposition that federal judgments as such are as binding on them under res judicata principles as are the judgments rendered by courts within their own system.

[9] Riley v. N.Y. Trust Co., 315 U.S. 343,349 (1942); see also Durfee v. Duke, 375 U.S. 106, 109 (1963) ('Full faith and credit... generally requires every State to give to a judgment at least the res judicata effect which the judgment would be accorded in the State which rendered it.").

XIV. Conclusion

For the foregoing reasons, Petitioners George and Nina Matthews respectfully requests that this Court issue a writ of certiorari to review the judgment of Eleventh Circuit Court of Appeals.

DATED this 26th day of October, 2020

Respectfully submitted,

George Matthews, pro se
6038 Katie Emma Drive
Powder Springs, Georgia 20127
Tel.: (404) 213-8324
E-Mail: matthews.6038@yahoo.com

Nina Matthews, pro se
6038 Katie Emma Drive
Powder Springs, Georgia 20127
Tel.: (678) 231-7726
E-Mail: matthews.6038@yahoo.com