

ORIGINAL

SUPREME COURT OF UNITED STATES

Bishop Ruben DeWayne,

Petitioner/Plaintiff,

vs.

THE UNITED STATES, et al.,

Respondents/Defendants.

This Petition for Writ of Certiorari in Combo

From U.S. Court of Appeals for the District of Columbia C/A No. 20-5275
Appealed from the U.S. District Court, District of Columbia No 1:20-cv-515-AMP
R.I.C.O Action with Writ of Habeas Corpus to release Incarcerated/Imprisoned
Liberties

PETITION FOR WRIT OF CERTIORARI

Bishop Ruben DeWayne, pro se
5105 N. Main Street, Bld. A.
Columbia, South Carolina 29203
(803) 200-510520 years victim of Judicial Kleptocracy
Pursuant Rule 33.2Leitta Brooks, Joinder Plaintiff
32 Crooked River Road,
Wareham MA 02571THE UNITED STATES
c/o Patricia K. McBride
555 Fourth Street, NW
Washington, DC 20530MERS, INC., and
J.P. MORGAN MORTGAGE CQUISITION
SEYFARTH SHAW LLP
975 F. Street, NW
Washington, DC 20004-1454

Case No. 21-

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QUESTIONS PRESENTED

1. Whether or not the lower court's denial of the Petitioner's guaranteed rights as published under provision outlined in the Bill of Rights departed so far from the accepted standard as the published course of judicial proceedings?
2. Whether or not the US Court of Appeals for the District of Columbia correctly reviewed the lower court's denial of Petitioner's First Amendment right to petition government for redress of grievances for the systematic abuse of powers applied under color of the law?
3. Whether or not the US Court of Appeals for the District of Columbia correctly reviewed the lower court's denial of Petitioner's Seventh Amendment in lite of the published guaranteed right to a trial by jury when affirming the summary dismissal and, if followed here, would such work a continued manifest injustice, and an ongoing imprisonment of fundamental liberties all citizens mistakenly believe that they are to have?
4. Whether the US Court of Appeals for the District of Columbia correctly affirmed the lower court's decision when the denial of Petitioner's Fifth Amendment due process clause disregarded this action brought to expose ongoing thuggery under the "R.I.C.O. Act"? and, if followed here, would such work a continued manifest servitude, injustice and imprisonment of liberties citizens mistakenly believe that they have but don't?

Questions Continued

5. Whether or not the lower court's support of these ongoing violations of Petitioner's equal protection right and the freedom to be heard when the record show Petitioner's grievance is due to being repeatedly and systematically denied access to the courts by summary dismissals, and if followed here, would such work a continued manifest injustice and oppression against clearly established and published law?
6. Could a reasonable minded, ordinary person off the street, if given these facts and evidence conclude that the U.S. Courts have openly displayed biasness, partiality and prejudice with complete disregard to both, Petitioner's basic constitutional and human rights?
7. Does the Supreme Court of the United States not say that, "the due process clause entitles a person to an impartial and disinterested tribunal ... without being denied the opportunity to be heard?
8. Did the lower court's affirmation deny due process when Petitioner was not given opportunity to explain himself in a meaningful way in lite of evidence showing MERS was not even served?
9. Would the Supreme Court of the United States condone or stand by this Petitioner who was denied right to have his day in court, and an opportunity to be heard?

End of Questions

PARTIES TO THE PRECEEDINGS

The Petitioner,
Bishop Ruben DeWayne, *pro se litigant*

Leitta R. Brooks, Petitioner's predecessor/ Plaintiff in Civil Action No. 1-12-cv-11634-FDS, US District Court, Massachusetts under collateral attack. And Bonified Witness

The Respondents are;

THE UNITED STATES, aka "The Great Corporation"
Respondent Counsel of Record:

The U.S. Attorney, c/o Patricia K. McBride
555 Fourth Street, NW
Washington, DC 20530

J.P. MORGAN MORTGAGE ACQUISITION CORP. (hereinafter) "ACQUISITION"
A subsidiary of J.P. MORGAN CHASE & CO., and also, JPMORGAN CHASE BANK,
NA a non-party and sister subsidiary of ACQUISITION but unlawfully involved itself
without legal standing to do so. And

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (hereinafter)

"MERS", a Delaware Corporation Database of MERSCORP. HOLDINGS, INC.

Respondents Counsel of Record:

SEYFARTH SHAW LLP
975 F. Street, NW
Washington, DC 20004-1454

COLLATERAL ATTACKS

Civil Action No. 1-12-cv-11634-FDS, US District Court, District of Massachusetts'
(Memo, Order & Judgment were precured by open frauds) See attached.

Civil Action No. 2017-SM-006779, Suffolk County Land Court (MA Court of Original Jurisdiction) "ACQUISITION's" (Judgment is a void where the Court lacked personal jurisdiction where no certificate of authority required to conduct business in the Commonwealth of Massachusetts.) See attached.

Civil Action No. 1:18-cv-10931, US District Court, District of Massachusetts'
(Void Order & Judgment / withheld \$500,000.00 Default Judgment, allowed False & Irregular Docketing/Suffered Want of Jurisdiction by allowing a non-party Defendant to remove the action & plead, without vacating those granted motions after notice and acknowledgement corrected the docket.) See attached.

 LIST OF ALL RELATED PROCEEDINGS

Leitta Brooks v. JPMORGAN CHASE BANK, NA.

U.S. District Mass C.A. No. 1:12-cv-11634-FDS

Breach of Contract Dismissal precured by Frauds (false information as fact)

Case Entered as Removal 8/31/2012 Dismissal Judgment Date 7/17/2013

Leitta Brooks v. JPMORGAN CHASE BANK, NA.

U.S. District Mass C.A. No. 1:14-cv-13068-FDS

Petitioner to Vacate and Set Aside Judgment Dismissed Summarily w/o Hearing

Case Entry Date 7/22/2014 Memo and Order of Dismissal 12/5/2014

Judgment Date 9/8/2015 Mandate recorded Date 9/30/2015

Bishop Ruben DeWayne v. First National Bank of Arizona, et al.,

U.S. District Mass No. C.A. No. 1:15-CV-14245-IT

Declaratory Judgment Action Dismissed Summarily

Case Entry Date 12/30/2015 Memo and Order of Dismissal 11/10/2016

Bishop Ruben DeWayne v. Mortgage Electronic Registration Systems, Inc. et al.,

Superior Court of Suffolk County Civil Action No. 1684CV3864-C

Declaratory Judgment Action.... Summarily Dismissed

was REMOVED to U.S. District Mass No. 1:17-CV-10139

Removal Entry Date 1/26/2017 Res Judicata Dismissal date 7/12/2017

A void judgment precured by frauds

J.P. MORGAN MORTGAGE ACQUISITION CORP. v. Leitta Brooks, et al.,

Suffolk County Land Court No. 2017-SM-006779

Void Judgment to Foreclose without Standing - No Certificate of Authority in MA

In Re: Leitta Brooks Bankruptcy Chapter 7 Case No. 18-80041-FJB

District of Mass C.A. No. 1:12-cv-11634-FDS Collateral Attack

Adversarial Proceeding No. 19-01022 Non-Evidentiary Hearing Dismissal

Brooks v. First National Bank of Arizona, et al.,

Bishop Ruben DeWayne v. J.P. MORGAN MORTGAGE ACQUISITION CORP. et

Superior Court of Suffolk County C.A. No C.A. No. 18-1141A

was REMOVED 5/9/2018 to U.S. District Mass No. 1:18-cv-10931,

MGL 93A Verified Injunctive Complaint

LIST OF ALL RELATED PROCEEDINGS – Continued

In Re Bishop Ruben DeWayne Bankruptcy Chapter 7 Case No. 18-02163-DD

District of South Carolina DISMISSED w/ Trickery

*Adversarial Proceeding No. 18-80041-DD Non-Evidentiary Hearing Dismissal
DeWayne v. First National Bank of Arizona, et al.,*

*Bishop Ruben DeWayne v. MERS INC., et al.,
Suffolk County Land Court No. 2019-Misc-000541-RBF
was REMOVED to U.S. District Mass / CHANGE VENUES to SC
Action to Compel Try Title w/ Notice to agree to change Venues &
Trial by Jury Demand if Removed to U.S. District Mass
& Discovery inside the Body of the Complaint
U.S. District Mass C.A. No. 1:19-cv-12360-RGS.... Not Entertained
U.S. District SC C.A. No. 3:19-cv-3376-JMC-PJG ..Dismissed w/o Hearing
U.S. Court of Appeals 4th Cir. Appeal Case No. 20-1889...Affirmed and Appealed
U.S. Supreme Court Appeal by Writ of Certiorari Combo in the nature of provisions
For Habeas Corpus to release Incarcerated/Imprisoned Liberties*

*In Re: Bishop Ruben DeWayne Bankruptcy Chapter 7 No. 19-06416-dd
District of South Carolina DISMISSED w/ Trickery (Credit Counseling)
Adversary Proceeding No.
DeWayne v. MERS, INC., et al.*

*Bishop Ruben DeWayne v. THE UNITED STATES, et al.,
U.S. District of Columbia Civil Action No. 1:20-cv-515-AMP
R.I.C.O. Action filed 2/19/2020 Summarily Dismissed 6/5/2021 w/o Hearing
andAppealed to the U.S. Court of Appeals for District of Columbia...
No word from the Court / Closed due to COVID-19
Order Denied on 4/9/2021 Mandate Dated 4/19/2021
On Review the Supreme Court of the United States Case No. 21-5167 Pending.*

ALL OF THE ABOVE MATTERS STEMS FROM A COMPLAINT FILED FOR BREACH OF CONTRACT, SECTION 5 OF THE NOTE (SUBJECT MATTER) COVERING REAL PROPERTY THAT THE ALLEGED HOLDER COULD NOT VALIDATE BEING VOID OF THE ORIGINAL NOTE AND WHERE THE ASSIGNMENT AND ALLONGE WERE MANUFACTURED BASED ON THE PERPONDERANCE OF EVIDENCE SUBMITTED.

Prepare under Rule 33.2 pursuant to 14.1 (c).

TABLE OF CONTENTS

	Page
QUESTIONS PRESENTED	2-3
PARTIES TO THE PRECEEDING AND COLLATERAL ATTACKS MATTERS	4
LIST OF ALL PROCEEDINGS	5-6
TABLE OF CONTENTS	7
TABLE OF AUTHORITIES	8
<i>Sighted Statements of Authorities</i>	(on Pages 15-19)
OPINION BELOW	8
JURISDICTION	8-9
CONSTITUTIONAL AND STATUTORY PROVISIONS....	9-11
PREFACE	11-14
STATEMENT OF THE CASE	19-24
DECLARATION OF COMPLIANCE	24
DECLARATION OF SERVICE	25

TABLE OF AUTHORITIES

	Page
<i>U.S. Bank Nat'l Ass'n v. Ibanez</i> , 458 Mass. 637, 641 (2011)	18
<i>Culhane v. Aurora Loan Servs. of Nebraska</i> , 826 F. Supp. 2d	18
<i>Bell Atl. Corp. v. Twombly</i> , 550 U.S. 544, 570 (2007)	18
<i>Woods v. Wells Fargo Bank, N.A.</i> , 733 F.3d 349, 356(1 st Cir. 2013)	19
<i>Brooks v. JPMORGAN CHASE BANK, NA.</i> 1:12-cv-11634-FDS, (void memorandum, order and judgment) being attacked herein	20
<i>Lewis v. Bank of NY Mellon Trust Co.</i> 1:16-cv-11122-FDS	21-22
<i>Scheuer v. Rhodes</i> , 416 U.S. 232, 236, 94 S.Ct. 1683, 1686, 40 L.Ed.2d 90 (1974)	22
<i>Earle v. McVeigh</i> , 91 US 503, 23 L Ed 398.	22
<i>Also see by reference Restoring a Realistic Prospect of Trial</i> , 46 Harv. C.R.-C.L. L. Rev. 399 (2011) incorporated herein.	

OPINION BELOW

The unpublished memorandum opinion of the United States Court of Appeals for the District of Columbia is not included herein and, avoided sighting finding of facts and the conclusions of the law as requested.

BASIS FOR JURISDICTION

This Court has jurisdiction of this petition to review the judgment of United States Court of Appeals for the District of Columbia pursuant to 28 USC § 1254(1). The

Fourth Circuit's memorandum opinion was filed on 19 November 2020, (unpub.) and Petitioners' Petition for Rehearing and Rehearing En Banc was denied and entry of final judgment was on 19 November 2020.

STATUTORY PROVISIONS INVOLVED

Massachusetts General Law (MGL):

MGL c. 93A sec 2, MGL c. 240 sec. 1-5, MGL c. 185 sec 1 (k) and MGL c. 244 sec. 14 and 28 U.S. Code § 453 & 455 are as follows:

MGL c. 93A, sec. 2: Unfair and Deceptive Practices:

Section 2. (a) Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.

MGL c. 240 sec. 1-5 Section Petition to compel adverse claimant to Try Title.

If the record title of land is clouded by an adverse claim, "The Allonge to Note" or by the possibility thereof, a person in possession of such land claiming an estate of freehold therein or an unexpired term of not less than ten years, and a person who by force of the covenants in a deed or otherwise may be liable in damages, if such claim should be sustained, may file a petition in the land court stating his interest, describing the land, the claims and the possible adverse claimants so far as known to him, and praying that such claimants may be summoned to show cause why they should not bring an action to try such claim. If no better description can be given, they may be described generally, as the heirs of A B or the like. Two or more persons having separate and distinct parcels of land in the same county and holding under the same source of title, or persons having separate and distinct interests in the same parcel or parcels, may join in a petition against the same supposed claimants. If the supposed claimants are residents of the commonwealth, the petition may be inserted like a declaration in a writ, and served by a copy, like a writ of original summons. Whoever is in the enjoyment of an easement shall be held to be in possession of land within the meaning of this section. *Mass. Gen. Laws ch. 240, § 1*

MGL c. 185 sec 1 (k)

Section 1. The land court department established under section one of chapter two hundred and eleven B shall be a court of record, and wherever the words "land court", or wherever in this chapter the word "court" is used in that context, they shall refer

to the land court department of the trial court, and the words "judge of the land court" or the word "judge", in context, shall mean an associate justice of the trial court appointed to the land court department. The land court department shall have exclusive original jurisdiction of the following matters:

(k) All cases and matters cognizable under the general principles of equity jurisprudence where any right, title or interest in land is involved, including actions for specific performance of contracts.

MGL c. 244 sec. 14.

Section 14. The mortgagee or person having estate in the land mortgaged, or a person authorized by the power of sale, provided, however, For purposes of this section and section 21 of chapter 183, in the event a mortgagee holds a mortgage pursuant to an assignment, no notice under this section shall be valid unless (i) at the time such notice is mailed, an assignment, or a chain of assignments, evidencing the assignment of the mortgage to the foreclosing mortgagee has been duly recorded in the registry of deeds for the county or district where the land lies and (ii) the recording information for all recorded assignments is referenced in the notice of sale required in this section. **The notice shall not be defective if any holder within the chain of assignments either changed its name or merged into another entity during the time it was the mortgage holder; provided, that recited within the body of the notice** is the fact of any merger, consolidation, amendment, conversion or acquisition of assets causing the change in name or identity, the recital of which shall be conclusive in favor of any bona fide purchaser, mortgagee, lienholder or encumbrancer of value relying in good faith on such recital. Inasmuch, clearly this was not followed or done in the body of the assignment nor in their notice of mortgagee's sale of real estate"

CONSTITUTIONAL PROVISIONS INVOLVED

The Fifth, Seventh and Fourteenth Amendments states in relevant part: "the right to a trial by jury when the amount exceeds \$20 Dollars in the Federal Courts", "No state shall. . . deprive any person of life, liberty, or property, without due process of law." U.S. Const. amend, XIV, § 1. Article III, Section 2, Clause 1 of the Constitution of the United States provides as follows: "The judicial Power shall extend to all Cases, in Law and Equity, arising under this Constitution, the Laws of the United States, and Treaties made, or which shall be made, under their Authority; - to all Cases affecting 2 Ambassadors, other public Ministers and Consuls; - to all Cases of admiralty and maritime Jurisdiction. Along with "the equal protection clause" under the law. See 28 U.S. Code § 453 & 455.

PREFACE

This Case provides a timely cause for the U.S. Supreme Court to provide relief as published under Rule 10 which warrants a call for an exercise of this Court's supervisory power and judicial oversite.

Accordingly, this 60-year-old God fearing man; who cannot rightly claim citizenship to THE UNITED STATES, where Petitioner have never been treated equally or able to exercise these basic benefits under any constitution during his lifespan. This matter before the Court is but one that seeks to reach the high court of the Land whereas all prior UNITED STATES Courts directly disregarded both its rules of court and the governing laws in favor of Respondents who failed to demonstrate themselves as holder of the note, holder in due course and who failed to produce proper documentation of the contract, i.e. "the original note" through proper (multiple) requests for validation under the FDCPA, through discovery's production along with 2 separate subpoenas issued in bankruptcy on Form B-10 in complete disregard to the rules and governing laws as written. The U.S. Federal Courts look down upon pro se litigants, Leitta R. Brooks and Bishop Ruben DeWayne, Petitioner in this action on appeal while giving irregular rulings and docketing favoring a non-party Defendant who removed the matter from a state land court who held exclusive jurisdiction to try title from the onset, knowing full well that federal courts are courts of limited jurisdiction. In addition, this non-party defendant also filed notice of appearance, filed for an extension of time to answer, an order for protection and motioned to dismiss the complaint. This non-party defendant JPMORGAN CHASE

~~BANK, NA., ("CHASE") was not named a party, was not enjoined, did not motion before the court for leave to enter as a third-party intervenor. All while the named party, J.P. MORGAN MORTGAGE ACQUISITION CORP. ("ACQUISITION") failed to answer and became grossly defaulted.~~

The U.S. Federal Court refused to strike CHASE even once acknowledge it was and remained a non-party defendant, while ignoring and then denying the default of ACQUISITION on the very same day that ACQUISITION filed its notice of appearance.

The first matter commenced regarding the subject property was Leitta R. Brooks v. JPMORGAN CHASE BANK, NA., Civil Action No. 1-12-cv-11634-FDS for breach of contract; being overcharged on both the interest rate and the total finance charge above what the law allows. When this matter was dismissed, the U.S. Federal Court did not merely bend the truth, he outright lied seeing neither CHASE or ACQUISITION was on title as stated in that memorandum and order of dismissal that was procured by frauds, ... being collaterally attacked here which set case precedence that remains a void and may be attacked directly or collaterally and can never be time barred. The party ACQUISITION made the title record 14 months after that dismissal.

Once Petitioner became the record owner and began research of the same, it was discovered that the assignment of mortgage is nothing short of being questionable for many reasons. The assignment issued after the non-MERSCORP members, Office of the Comptroller of the Currency (OCC) and the Federal Deposit Insurance

Corporation (FDIC) closed the bank and both the successor bank and the bank purchased by merger were added to the list of failed U.S. banks back in July of 2008. While this assignment of mortgage by MERS, INC., was executed Sept of 2014, when MERS' contract under the note has clearly ended.

Also, the assignment of mortgage was executed in the State of Louisiana where MERS holds no record of authority to do business in LA. Further, the subject assignment of mortgage bears the wrong loan number, bears a conflict of interest where the signor, LeShonda Anderson acting as Assistant Secretary also acted as Agent for JPMORGAN CHASE BANK, NA in Monroe LA. Please note LeShonda Anderson's name appears on several list of robot signors. Finally, these respondents open the door to try title when submitting an "Allonge to Note" bearing the same date of the loan, bearing a different loan number, that names 7 entities showing a chain of purchases, mergers and acquisitions, but does not name the Respondent ACQUISITION even though there was a single assignment on record to date.

The Petitioner's status must be deemed "civilly dead"; murdered by the continued outlawry and kleptocracy of the judicial pen within these United States. Here, seeking to exercise a right to relief and remedy according to the published standard one must consider these restraints of incarceration and imprisonment of liberties, as imprisonment to means confinement in a place, commonly known as a prison or a jail as punishment for a crime, whereas this ongoing confining of Petitioner's liberty and freedoms have been done so without any formal charges ever being filed or notice

given of a crime committed. As such this High Court is employed to correct and amend the bad behavior of the lower courts surrounding this imprisonment of liberties.

The Founding Fathers; "framers" of the U.S. Constitution wanted to prohibit this kind of abuse of power in these United States. They included a specific clause in the Constitution to safeguard rights known as habeas corpus which is duly incorporated herein by reference in combination with this writ of certiorari, by combining these 2 great writs are uncommon used in combo but required given the extraordinary circumstances surrounding the compelling evidence which has made the official record as a pattern, showing the imprisonment of Liberty that requires and warrants this Court supervisory review and judicial oversite.

Otherwise this reported kleptocracy exercised in our U.S. Courts will continue to ruin its citizens and their hope under the flag we all grew up to love as such erodes the public confidence.

TABLE OF AUTHORITIES

U.S. Bank Nat'l Ass'n v. Ibanez, 458 Mass. 637, 641 (2011)

On March 26, 2009, judgment was entered against the plaintiffs. The judge ruled that the foreclosure sales were invalid because, in violation of G.L. c. 244, § 14, the notices of the foreclosure sales named U.S. Bank (in the Ibanez foreclosure) and Wells Fargo (in the LaRace foreclosure) as the mortgage holders where they had not yet been assigned the mortgages. The judge found, based on each plaintiff's assertions in its complaint, that the plaintiffs acquired the mortgages by assignment only after the foreclosure sales and thus had no interest in the mortgages being foreclosed at the time of the publication of the notices of sale or at the time of the foreclosure sales.

Culhane v. Aurora Loan Servs. of Nebraska, 826 F. Supp. 2d .

Holding "that a mortgagor has standing to challenge the assignment of a mortgage" despite the fact that the plaintiff was not a party to, or a third-party beneficiary of the assignments.

Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007)

To survive a motion to dismiss, a complaint must contain "enough facts to state a claim to relief that is plausible on its face." *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007). Although a complaint need not contain "detailed factual allegations," it must contain facts with enough specificity "to raise a right to relief above the speculative level."

Woods v. Wells Fargo Bank, N.A., 733 F.3d 349, 356(1st Cir. 2013)

United States Court of Appeals, First Circuit. October 9, 2013.

TORRUELLA, Circuit Judge.

Because Massachusetts law allows for non-judicial foreclosures by mortgagees with the power of sale, *Culhane* reasoned that barring standing in all cases would unduly

TABLE OF AUTHORITIES - Continues

insulate assignments; mortgagors could not challenge the validity of standing. Thus, claims that merely assert procedural infirmities in the assignment of a mortgage, such as a failure to abide by the terms of a governing trust agreement, are barred for lack of standing. *Id.* In contrast, standing exists for challenges that contend that the assigning party never possessed legal title and, as a result, no valid transferable interest ever exchanged hands. *See U.S. Bank Nat'l Ass'n v. Ibanez*, 458 Mass. 637, 651, 941 N.E.2d 40, 53 (2011) ("[T]here must be proof that the assignment was made by a party that itself held the mortgage."). In this latter case, the challenge is to the "foreclosing entity's status *qua* mortgagee." *Culhane*, 708 F.3d at 291; *see also Ibanez*, 941 N.E.2d at 50 ("Any effort to foreclose by a party lacking jurisdiction and authority to carry out a foreclosure ... is void.") (internal quotation marks omitted).

Brooks v. JPMORGAN CHASE BANK, NA. 1:12-cv-11634-FDS, (void judgment)

MEMORANDUM AND ORDER ON MOTION TO DISMISS
SAYLOR, J.

This action arises from a dispute over the terms of a mortgage loan. Plaintiff Leitta Brooks contends that defendant breached the mortgage contract by disclosing a false finance charge and annual percentage rate. Plaintiff also alleges violations of the federal Truth in Lending Act ("TILA") and Real Estate Settlement Procedures Act ("RESPA"). Defendant has moved to dismiss the complaint for failure to state a claim upon which relief can be granted. For the reasons set forth below, defendant's motion will be granted.

TABLE OF AUTHORITIES - Continues

I. Background, A. Factual Background:

The facts of this case are not clearly set forth in the complaint and are described here as the Court understands them from the pleadings.

On May 11, 2007, Leitta Brooks obtained a loan in the amount of \$500,000 from the First National Bank of Arizona in order to finance the purchase of a property at 53 Charlotte Street, Dorchester, Massachusetts. To secure the loan, Ms. Brooks granted the bank a note in the same amount. Both the note and the mortgage were later assigned to JPMorgan Mortgage Acquisition Corporation. Defendant JPMorgan Chase Bank, N.A. (“Chase”), is the servicer of the loan.

Whereas, the same U.S. District Judge, F. Dennis Saylor a/k/a “Saylor J.” issued his Memorandum and Order in *Lewis v. Bank of NY Mellon Trust Co. 1:16-cv-11122-FDS*, on Defendants’ motion to dismiss dated August 31, 2016 states,

“Before addressing the issues raised by defendants’ motion, some background on foreclosure law in MA and the MERS system is warranted. Under Massachusetts law, if a mortgage grants a statutory “power of sale” and the mortgagor defaults, as is the case here, an authorized party “may sell the property at a public auction and

Note: This dismissal by his account of facts stated the assignment had taken place when that was simply untrue. This was not merely bending the truth, it was an outright lie. Dismissed 7/17/2013, when the assignment execution was 9/08/2014 and made the official record on 9/22/2014, being 14 months after this dismissal.
Lewis v. Bank of NY Mellon Trust Co. 1:16-cv-11122-FDS.

convey the property to the purchaser in fee simple." *U.S. Bank Nat'l Ass'n v. Ibanez*, 458 Mass. 637, 641 (2011) (cited Mass. Gen. Laws ch. 183, § 21).

"Recognizing the substantial power that the statutory scheme affords to a mortgage holder to foreclose with-out judicial oversight, [courts must] adhere to the familiar rule that one who sells under a power of sale must follow strictly [the statute's] terms." *Id.* At 646

"MERS functions to streamline the process of securitization and trading of mortgages. A MERS member, upon becoming a lender, names MERS as its nominee and the mortgagee of record and inputs the mortgage into the MERS database. The mortgage note can then be assigned freely among MERS members, with MERS—as mortgagee of record—authorizing and memorializing these trades while circumventing much of the time and paperwork associated with traditional assignments. **"[O]nly when a note is transferred to a non-MERS member institution does MERS transfer away its interest as mortgagee, thus ending its involvement in the assignment process."** *F. Dennis Saylor, U.S. District Court Judge.*

Scheuer v. Rhodes, 416 U.S. 232, 236, 94 S.Ct. 1683, 1686, 40 L.Ed.2d 90 (1974).

"[A] complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief." *Conley v. Gibson*, 355 U.S. 41, 45-46, 78 S.Ct. 99, 101-02, 2 L.Ed.2d 80 (1957).

Earle v McVeigh, 91 US 503, 23 L Ed 398.

No man shall be condemned in his person or property without notice, and an opportunity to be heard in his defense, is a maxim of universal application; and it affords the rule of decision in this case.

Decree affirmed.

See 28 U.S. Code § 453 & 455.

Also see Restoring a Realistic Prospect of Trial, 46 Harv. C.R.-C.L. L. Rev. 399 (2011)

STATEMENT OF THE CASE

This matter is clearly extraordinary demonstrating an ongoing abuse of power, oppression and predicate acts from the judiciary which involves imprisonment of rights, civil death and incarceration of freedoms that constitutes racketeering. The first 4 questions presented before this High Court are uncomplicated respecting; (1) the systematic ongoing denial of the right to petitioner the court for redress of grievances, denial of trials by jury using summary dismissal against guaranteed provisions as set forth by the Bill of Rights under Amendments to the U.S. Constitution, (2) which includes the denial of due process rights under the law, (3) and the denial of equal protection under the law and, (4) violation of the right to be heard by withholding opportunity to explain my matter in a meaningful way and that without a hearing at all. The remaining questions are more challenging, but very necessary regarding (5) the questionable legal adjudication of holding persons

and themselves above the law. THE UNITED STATES' officers; "holders of the keys" have held Respondent, J.P. MORGAN MORTGAGE ACQUISITION CORP, (hereinafter) "ACQUISITION" and themselves above the law, this remains inconsistent with public policy of this Country and proven by preponderance of evidence to be true as stated in the R.I.C.O complaint.

- a. The original matter was filed as a breach of contract, where Leitta R. Brooks, ("Brooks") was being overcharged on the APR % interest rate and the total finance charges above what the federal law permits/allows. This fact was before the court in a forensic audit report as sighted by federal statutes.
- b. The matter commenced and it appears 1 year had lapsed without an answer or responsive pleading. After the court scheduled a hearing on Brooks' motion to compel answers in discovery, and ordered JPMORGAN CHASE BANK, NA ("CHASE") to answer the complaint, the court dismissed Brooks' complaint based upon facts that were simply untrue. This judgment, memorandum and order were procured by fraud setting a precedence that has been under collateral attack, that remains facially void.
- c. Petitioner was under contract doing repairs and upgrade to the subject property. However, due to the court refusing to acknowledge its void order and judgment, Brooks cut her losses and transferred her interest by quit claim to Petitioner. At that time Petitioner had approximately \$45,000.00 tied up in the subject property. Petitioner contacted "CHASE" in order to settle and resolve

the matter. CHASE pretended to consider settlement but moved forward to foreclose.

- d. Looking back at Brooks' pleadings, Petitioner discovered Brooks knew there were no assignment on record that caused Brooks to request validation on multiple occasion after CHASE failed to answer the QWR that timely issued prior to Brooks original complaint. Validation of the debt never issued nor did the production of the original note surface during her bankruptcy matter under subpoenaed documents
- e. Notwithstanding, Petitioner further research discovered that the original lender, First National Bank of Arizona ("ARIZONA") 1.) was purchased by merger with First National Bank of Nevada ("NEVADA") June 30, 2008. The government; Office of the Comptroller of the Currency "(OCC") 2.) closed NEVADA on July 25, 2008 and both NEVADA and ARIZONA were added to the list of failed US Banks. As common practice, 3.) the FDIC was appointed receiver for NEVADA which sold all holdings under a purchase and assumptive agreement.
- f. Once this information made the official record, Petitioner commence an action naming Mutual of Omaha Bank, CitiMortgage Inc, J.P. Morgan Mortgage Acquisition Corp. and MERS Inc. as Defendants. To give an appearance of standing multiple documents were manufactured, but not limited to the MERS' assignment of mortgage and the allonge to note.

These documents as stated raised serious questions being manufactured, remains paramount; essential to establish standing and the lack thereof. Whereas, the Respondent, ACQUISITION opened this door by utilizing and placing them in support of their false claim for standing which was duly challenged in Petitioner's pleadings in the lower court, brought to Try Title being an exclusive right not waived, and pending before this Court; Case No. 21-5167.

For starters, both the "allonge to note" and the "assignment of mortgage" are in serious question here as Petitioner holds iron clad proof that these 2 documents were in fact manufactured to support their false claim, which would have been accepted if they were able to prove-up their unfounded and baseless claim. This quest of exposing the truth must come forward as follows:

Challenging the Allonge to Note:

- a. The Allonge to Note is dated the same day of the loan in question but bears a completely different loan number than what was affixed on the original note. Also, such was not executed by Brooks nor a part of the closing documents.
- b. The Allonge to Note names 7 different entities showing the flow of rights and interest regarding chain of purchases, mergers and the many hands and their

Note: It is a fact that Respondent are void of the original note. Respondents claimed they held it, but a couple days thereafter were unable to produce when subpoenaed in Re: Leitta R. Brooks Chapter 7 Bankruptcy Brooks issued 2 separate subpoenas for production of documents under discovery and Respondent could not produce or prove they had proper standing that resulted in their withdrawal of their motion lifting the automatic stay that resulted in the discharge in the bankruptcy matter with the stay placed back in force as a peremptory injunction by operation of the law.

relation to the flow of acquisition of note and mortgage.

- c. From the time the subject loan issued in May of 2007 to the defunct of both banks in July 2008 which tolls about 14-months in duration. This Allonge to Note does not name or mentioned J.P. MORGAN MORTGAGE ACQUISITION CORP at all, even though it remains the only entity who received the single assignment recorded in the public records on the Suffolk County Registered Deeds Office.
- d. This compelling information alone is a well-established fact and *prima facie evidence* given rise to both challenge and compel Respondents to “Try Title” which is what Case No. 21-5167 was filed under in the court of original jurisdiction over land and title disputes in the Commonwealth of Massachusetts, pending before this Court.

Also, challenging the MERS’ assignment:

- a. The MERS’ assignment did not recite the chain of events as required by law.
- b. The MERS’ assignment also bears a completely different loan number than what was affixed on the original note, nor was the proper loan number ever referenced.
- c. The MERS’ assignment also bears an immediate conflict of interest where the alleged assistant secretary, LeShonda Anderson also acted as agent for JPMORGAN CHASE BANK, NA. there in Monroe, LA. Where CHASE holds a principal office.

- d. The MERS" assignment bears the notary seal showing LeShonda Anderson personally appeared before a notary public in the State of Louisiana where MERS was not authorized to conduct its business in that State.
- e. The MERS" assignment does not recite the purchase of First National Bank of Arizona by merger with First National Bank of Nevada.
- f. The MERS" assignment does not mention the defunct; that stemmed from government bank closure of both, First National Bank of Nevada and First National Bank of Arizona by the Office of Comptroller of the Currency (OCC).
- g. The fact that this MERS assignment was executed in LA demonstrates where proper service had to be served, for such service and process upon its registered agent, CT Corporation System who is the single registered agent for MERS, MERSCORP and MERSCORP Holdings, Inc. nationwide.
- h. LeShonda Anderson's name has appeared on several list of robot signors.
- i. The Respondents are void of an assignment issued from the FDIC which is a non-MERSCORP Member who was receiver for First National Bank of Nevada, stripping MERS of authority and ending its contract as sole nominee and mortgagee of record.

**PLAIN STATEMENT OF THE
HIDDEN PROBLEMS ARE EXPOSED HERE**

The problem here is there were two banks in the State of Arizona utilizing the same exact name of First National Bank of Arizona. The later had to change its name. For this reason, the later First National Bank of Arizona changed its name to First

Interstate Bank of Arizona, NA. Thereafter, First Interstate Bank of Arizona, NA was purchased by merger with WELLS FARGO BANK, NA and became Wells Fargo Bank of Arizona, NA in September of 1996. Trust me, but please also verify the same.

Inasmuch as First Intrastate Bank of Arizona, NA, fka First National Bank of Arizona became inactive since the WELLS' purchase showing the impossibility of the allonge to note being worthy of any recognition other than being manufactured for the ongoing purposes of frauds because the subject loan did not issue until May 11, 2007, years later and this exposure further verifies and supports the core reason for compelling Respondents to try title which was not waived.

Under both the Canon and U.S. Constitution, the lower court was required to neutral and impartial, but to deny Petitioner the freedom to enjoy a fair and unbiased opportunity to compel Respondents to try title because they open the door by placing these false, misleading and misrepresented information on official records willingly knowing full well they lacked standing.

After July of 2008 only the Receiver, FDIC could issue a transfer/assignment once the Comptroller of the Currency (OCC) closed 1st National Bank of Nevada which again, ended MERS' involvement in the assignment process.

Finally, any reasonable minded person looking at these facts, considering the withheld published guaranteed rights under the U.S. Constitution in violation against this Petitioner should be require by court order to make the Petitioner whole. While also considering the unlawful incarceration of freedom and liberty to enjoy a fair and impartial hearing by jury trial when the process was due.

What happened to the statements of the plaintiff shall be taken as true? - *Published by the U.S. Supreme Court.*

Just a reminder, "A judge faced with the potential grounds for disqualification ought to first consider how his participation in a given case looks to the average person on the street." (id. p. 1111). - *Potashnick v. Port City Construction Co.*, 609 F. 2d 1101, (5th Cir. 1980) 28 U.S. Code § 453 & 455.

This combination applying the nature of a Writ of Habeas Corpus within this Writ of Certiorari is certainly uncommon to say the least. However, due to the compelling evidence showing this longstanding off-the-book detainer of incarceration and imprisonment of published right denied to me for more than 20 years warrants swift justice to end this color of law oppression. Enough said. Amen.

Declaration of Compliance under Oath

I hereby declare that this Writ of Certiorari and all of the contents totals, 6668 words herein were drafted and entered by the Petitioner in this matter under the pains and penalty of perjury of the United States so help me Almighty God. Amen.

Respectively submitted, for I am

Bishop Ruben DeWayne
5105 N. Main Street Bld. A.
Columbia, South Carolina 29203
(803) 200-5105

Respectfully submitted for I am

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SEPT.

Sworn and/or Affirmed before me a notary public for the State of South Carolina this
4th day of August, 2021, Affiant states that the contents herein are true and correct
 under the pains and penalty of perjury of the United States so help me God.

Ruben DeWayne

Notary Public

My Commission Expires April 17, 2028

Notary Commission Expires

SEAL:

