

21<sup>No. 7</sup>106

IN THE  
SUPREME COURT OF THE UNITED STATES

LEONARD NYAMUSEVYA,

V

HONORABLE JUDGE DANIEL R. HAWKINS:  
(FRANKLIN COUNTY COURT OF COMMON PLEAS)

Petitioner, Supreme Court, U.S. FILED FEB 08 2021 OFFICE OF THE CLERK
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Respondent.

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On Petition for a Writ of Certiorari  
to the Supreme Court of Ohio

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PETITION FOR A WRIT OF CERTIORARI

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PETITIONER (PRO-SE)

HONORABLE JUDGE DANIEL R. HAWKINS:  
(FRANKLIN COUNTY COURT OF COMMON PLEAS)  
345 South High Street  
Courtroom 6B  
Columbus, Ohio 43215

RESPONDENT

GEORGE M. TYACK  
FRANKLIN COUNTY PROSECUTING ATTORNEY  
373 South High Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215

Counsel of Record for Respondent

## **QUESTIONS PRESENTED**

### **INTRODUCTION AND FACTS:**

1. In the State of Ohio, Article IV, Section 4, of the Ohio Constitution confers the jurisdiction upon the Courts of Common Pleas as follows:
  - (A) There shall be a court of common pleas and such divisions thereof as may be established by law serving each county of the state...
  - (B) The courts of common pleas and divisions thereof shall have such original jurisdiction over all justiciable matters... as may be provided by law.
2. Therefore, pursuant to Article IV, Section 4(B), of the Ohio Constitution, the Franklin County Court of Common Pleas Ohio shall have original jurisdiction over all justiciable matters. A Mortgagee's Foreclosure action is a justiciable controversy that is under the Franklin County Court of Common Pleas Ohio's original jurisdiction. Since a Mortgagee's mortgage loan lien account can be satisfied and paid off entirely and reduced to a \$0.00 balance, Article IV, Section 4(B), of the Ohio Constitution does not state "what will happen to the Franklin County Court of Common Pleas Ohio's original jurisdiction upon the extinguishment of a Mortgagee's justiciable controversy against a Mortgagor, due to a pay off entirely foreclosure judgment.
3. Upon the extinguishment of a Mortgagee's justiciable controversy against a Mortgagor, upon a mortgage loan lien account is satisfied and paid off entirely and reduced to a \$0.00 balance, which prompts the Franklin County Court of Common Pleas Ohio to lack a Mortgagee's justiciable controversy against a Mortgagor; therefore, the U.S. Supreme Court should answer this question as follows: "Would the U.S. Constitution not limited to the 5<sup>th</sup> and the 14<sup>th</sup> Amendments and Article IV, Section 4(B), of the Ohio Constitution divest the Franklin County Court of Common Pleas Ohio's original jurisdiction upon the extinguishment of a Mortgagee's justiciable controversy against a Mortgagor?" What would happen to the Franklin County Court of Common Pleas Ohio's original jurisdiction in the absence and termination of a Mortgagee's justiciable controversy against a Mortgagor, after the Foreclosure Complaint was filed in a Court of Common Pleas Ohio and a Final

Foreclosure Judgment was entered? In this instant case, the Mortgagee concealed upon the Court of Common Pleas the payments it received from Petitioner and the payment it received from the Chapter 13 Bankruptcy Trustee; and further unlawfully and fraudulently in violation of O.R.C. § 2329.191(B)(7) concealed that Petitioner was granted a Bankruptcy Court's Order of Discharge (see Appendix: 17); in order to get the amount of Petitioner's discharged personal liabilities. In Ohio whatsoever happens in the Bankruptcy Courts' proceedings remains there for being in a different forum. Currently in Ohio there is no established mechanism that automatically enables a Chapter 13 Trustee's disbursed payments to a Mortgagee under 11 U.S.C. §1326(c) to be lodged in the office of the clerks of the Courts of Common Pleas, and entered and docketed in the foreclosure cases' records. Furthermore, there is no established mechanism that automatically enables a Bankruptcy Court's Order of Discharge under 11 U.S.C. § 727(a) to be lodged in the offices of the clerks of the Courts of Common Pleas, and entered and docketed in the foreclosure cases' records.

4. This outstanding issue of disconnection between the Bankruptcy Court forum and the Court of Common Pleas is properly introduced for the first time before the U.S. Supreme Court for redress to the public great interest; consequently, certiorari should be granted for the interest of many citizens.

5. In the State of Ohio, the Franklin County Court of Common Pleas Ohio has original jurisdiction in cases where the amount in controversy is more than \$500 and exclusive original jurisdiction in cases where the amount in controversy is more than \$15,000. The Franklin County Court of Common Pleas Ohio's monetary original jurisdiction limit is provided in the Chapter 25 of the Ohio Revised Codes: Jurisdiction; Limitation of Actions under O.R.C. § 2305.01: Jurisdiction in Civil Cases as follows:

Except as otherwise provided by this section or section 2305.03 of the Revised Code, the court of common pleas has original jurisdiction in all civil cases in which the sum or matter in dispute exceeds the exclusive original jurisdiction of county courts...

6. Since a Mortgagee's mortgage loan lien account can be satisfied and paid off entirely and reduced to a \$0.00 balance, see *Deutsche Bank Natl. Trust Co. v. Holden*, 147 Ohio St.3d 85, 2016-Ohio-4603; see also 4 Wolf, *Powell on Real Property*, Section 37.12[5], at 37-226 (2008); thus, O.R.C.

§ 2305.01 does not state “what will happen to the Court of Common Pleas Ohio’s original jurisdiction upon a Mortgagee’s mortgage loan lien account is paid off entirely and reduced to a \$0.00 balance.”

7. Petitioner’s Bankruptcy Court’s record in the Case No.: 2:19-bk-52868 substantiates under the penalty of perjury that Petitioner’s real estate is paid off entirely (see Appendix: 18) and that the Mortgagee Citimortgage, Inc., didn’t attach its November 15, 2018 Foreclosure Judgment to its July 10, 2019 “Proof of Claim” in violation of Fed. R. Bankr. P. 3001, because Petitioner’s real estate is paid off entirely and that the Mortgagee Citimortgage, Inc.’s Foreclosure Judgment was paid off entirely by the Bankruptcy Trustee’s distribution payment to the Mortgagee Citimortgage, Inc., (see Appendix: 20 and Appendix: 19), which satisfied and paid off entirely the Mortgagee Citimortgage, Inc.’s mortgage loan lien account and reduced it to a \$0.00 balance; thus, it triggered the extinguishment of the Mortgagee Citimortgage, Inc.’s justiciable controversy against Petitioner; and patently and unambiguously divested the Franklin County Court of Common Pleas Ohio’s monetary jurisdiction limit that was conferred in the Chapter 25 of the Ohio Revised Codes: Jurisdiction; Limitation of Actions under O.R.C. § 2305.01; and prompted the Franklin County Court of Common Pleas Ohio to lack the Mortgagee Citimortgage, Inc.’s justiciable controversy against Petitioner; thus, the U.S. Supreme Court should answer this question as follows: “Would the U.S. Constitution not limited to the 5<sup>th</sup> and the 14<sup>th</sup> Amendments and Article IV, Section 4(B), of the Ohio Constitution and the statutory mandate under O.R.C. § 2305.01 patently and unambiguously divest the Franklin County Court of Common Pleas Ohio’s jurisdiction in “all justiciable matters” and “in all civil cases in which the sum or matter in dispute thereafter was reduced to \$0.00 upon the Bankruptcy Trustee’s distribution payment to the Mortgagee Citimortgage, Inc., satisfied and paid off entirely the Mortgagee Citimortgage, Inc.’s mortgage loan lien account and reduced it to a \$0.00 balance? Consequently, upon the extinguishment of the Mortgagee Citimortgage, Inc.’s justiciable controversy against Petitioner; what would happen to the Franklin County Court of Common Pleas Ohio’s jurisdiction in the absence and termination of the Mortgagee Citimortgage, Inc.’s justiciable controversy against Petitioner?

8. In this instant case, observing the Supreme Court of Ohio's decision in *Deutsche Bank Natl. Trust Co. v. Holden*, 147 Ohio St.3d 85, 2016-Ohio-4603, Petitioner's history of payments including the Chapter 13 Bankruptcy Trustee's final distribution to the Mortgagee Citimortgage, Inc., is evidence of amounts credited to reduction of the principal, which proportionately reduce Petitioner's outstanding mortgage lien to a \$0.00 (Zero Dollars) account balance; and fully extinguished Petitioner's Mortgage loan account lien; and extinguished the justiciable controversy between the Mortgagee Citimortgage, Inc., against Petitioner; and patently and unambiguously divested the jurisdiction of the Franklin County Court of Common Pleas, Ohio in the Foreclosure Case No.: 2010-CVE-09-13480, pursuant to the U.S. Constitution not limited to the 5<sup>th</sup> and the 14<sup>th</sup> Amendments and Article IV, Section 4(B), of the Ohio Constitution and the Ohio Revised Codes: O.R.C. § 2305.01.

9. After Petitioner's real estate was satisfied and paid off entirely, on May 01, 2019, Petitioner filed a Chapter 13 Bankruptcy Petition, which was later converted to a Chapter 7 Bankruptcy Petition as Case No.: 2:19-bk-52868; thereafter, Petitioner received a Bankruptcy Court Order of Discharge on November 21, 2019 (see Appendix: 16). Under the penalty of perjury in the Bankruptcy Court's Case No.: 2:19-bk-52868, Petitioner did not name the Mortgagee Citimortgage, Inc., as a "creditor" in the Official Bankruptcy Schedules (Forms) in Petitioner's Bankruptcy Case No.: 2:19-bk-52868.

10. Upon converting to a Chapter 7 Bankruptcy Petition as Case No.: 2:19-bk-52868; thereafter, on August 05, 2019, Petitioner filed under penalty of perjury Petitioner's Official Form 108: "Statement of Intention for Individuals Filing Under Chapter 7" (see Appendix: 18); and in Part 1 of the Form, Petitioner "Retained his real property: Satisfied; Paid in Full; I owe \$0.00). (see Appendix: 18)

11. In its decision in *Deutsche Bank Natl. Trust Co. v. Holden*, 147 Ohio St.3d 85, 2016-Ohio-4603, the Supreme Court of Ohio observed 4 Wolf, *Powell on Real Property*, Section 37.12[5], at 37-226 (2008) and held that, "a mortgagee bears the burden to demonstrate the extent of the mortgage lien, which is measured by the amount of the outstanding mortgage debt; and that the promissory note

is the primary evidence of the debt.” In *Deutsche Bank Natl. Trust Co. v. Holden*, 147 Ohio St.3d 85, 2016-Ohio-4603, the Supreme Court of Ohio held as follows:

{¶ 28} A mortgagee bears the burden to demonstrate the extent of the mortgage lien, which is measured by the amount of the outstanding mortgage debt. *See 4 Wolf, Powell on Real Property*, Section 37.12[5], at 37-67 (2008). Generally, “the promissory note is the primary evidence of the debt,” *Washer v. Tontar*, 128 Ohio St. 111, 113, 190 N.E. 231 (1934), and the borrower’s history of payments is evidence of amounts credited to reduction of the principal, which proportionately reduce the mortgage lien, 4 Wolf at 37-226.

12. Appendix: 20 factually substantiates incontrovertibly and convincingly and conspicuously that at the November 05, 2018 trial, the Mortgagee Citimortgage, Inc., admitted and conceded to have received “**payments**” [one from Petitioner personally] (see Appendix: 20) and the other from the Bankruptcy Trustee (see Appendix: 19), but the Mortgagee Citimortgage, Inc., didn’t state and thus concealed the amount of Petitioner’s fund it received in total, and how said Petitioner’s received fund affected the Common Pleas Court’s jurisdiction; and how it impacted the outstanding Mortgage loan delinquent lien; and to what reduction amount level it reduced the outstanding lien. *See 4 Wolf, Powell on Real Property*, Section 37.12[5], at 37-67 (2008); see also *Deutsche Bank Natl. Trust Co. v. Holden*, 147 Ohio St.3d 85, 2016-Ohio-4603.

13. Under Ohio law in a judicial foreclosure action, the Ohio Revised Codes: O.R.C. § 2329.191(B)(7) mandates that prior to scheduling a Sheriff’s foreclosure sale, a Mortgagee must file with the Clerk of the Franklin County Court of Common Pleas, Ohio a “Final Judicial Report” that would update the status of the title record to a property from the date of the Preliminary Judicial Report. After pocketing Petitioner’s fund, the Mortgagee Citimortgage, Inc., after engaging in a conspiracy to violate the interstate commerce in conjunction with the Franklin County Court of Common Pleas, Ohio by committing a fraud upon the Court, on July 15, 2020, the Mortgagee Citimortgage, Inc., filed with the Clerk of Court of Common Pleas, Ohio a “Supplemental Final Judicial Report” (see Appendix: 17), which fraudulently concealed that Petitioner received a Bankruptcy Court’s Order of Discharge, in an effort to conceal that Petitioner’s personal liabilities

were discharged by the Bankruptcy Court's Order of Discharge (see Appendix: 16), in concert with First American Title Insurance Company; thus, Certiorari should be granted as this instant case shows how the operations of the actors of nationwide mortgage fraud operate. The Mortgagee Citimortgage, Inc., in conjunction with the Franklin County Court of Common Pleas Ohio unlawfully and fraudulently and corruptly violated the statutory mandate pursuant to O.R.C. § 2329.191(B)(7), and concealed the update of title to Petitioner's real estate; and blocked and denied the compliance to update the status of Petitioner's title record to his real property to reflect the updates that First American Title Insurance Company's "Supplemental Final Judicial Report" (see Appendix: 17) concealed, which are listed below as follows:

- Petitioner was granted a decree of divorce from his ex-spouse on October 01, 2010, in the Court of Common Pleas, Franklin County, Ohio, Division of Domestic Relations, in the Franklin County Court of Common Pleas Ohio Case No. 2009-DR-05-1832.
- Petitioner filed his Chapter 13 Bankruptcy Case No. 2:14-bk-55846 on August 18, 2014 that was dismissed, in which the Mortgagee Citimortgage, Inc., received a payment distribution of \$11,018.00 (see Appendix: 19 and Appendix: 20) from the Chapter 13 Bankruptcy Trustee Faye D. English on November 12, 2015, which entirely overpaid and satisfied the Mortgagee Citimortgage, Inc.'s Foreclosure Judgment (see Appendix: 21 and Appendix: 22), after its Foreclosure Complaint was filed on September 14, 2010.
- In the November 05, 2018 open Court proceeding, the Mortgagee Citimortgage, Inc., admitted to have received "payments:" from Petitioner personally and directly from the Chapter 13 Bankruptcy Trustee Faye D. English: \$11,018.00 payment distribution (see Appendix: 19 and Appendix: 20). [Appendix: 20 shows that the Mortgagee Citimortgage, Inc., conceded as follows: "Okay. Now, I know that years later some more "payments were" applied to this account.]
- Citimortgage, Inc.'s Promissory Note had been satisfied and paid off in entirety by Petitioner (see Appendix: 18); hence, Petitioner's real property had been satisfied and paid off in full. Petitioner's real property is no longer a mortgaged property.
- Petitioner's ex-spouse: Consolata Nkurunziza filed her Bankruptcy Case No. 2:15-bk-53820 and received a Bankruptcy Court Order of Discharge on January 21, 2016, which eliminated her personal liabilities (see Appendix: 23) and she relinquished her interest in Petitioner's real property. (see Appendix: 24)
- Petitioner filed his Bankruptcy Case No. 2:19-bk-52868 and received a Bankruptcy Court Order of Discharge on November 21, 2019, which extinguished his personal liabilities. (see Appendix: 16)

- Citimortgage, Inc., researched and reviewed Petitioner's mortgage loan account on October 25, 2007 (see Appendix: 6) and thereafter determined around April 30, 2008 that Petitioner had equity about \$85,716.00 (see Appendix: 7).
- By the Court of Common Pleas, Franklin County, Ohio, Division of Domestic Relations' May 26, 2021 Court Order (see Appendix: 24), in the Case No. 09-DR-05-1832, Petitioner is the sole owner of his paid off in full residential real property (see Appendix: 18) that is located at 2064 Worchester Court, Columbus, Ohio 43232.
- Petitioner has a Bankruptcy pending appeal Case No. 21-3089 before the 6<sup>th</sup> Cir. Court of Appeals.

14. In an organized nationwide scheme of violation of interstate commerce and mortgage fraud, First American Title Insurance Company issued to the Mortgagee Citimortgage, Inc., a Supplemental Final Judicial Report (see Appendix: 17) by InTitle Agency, Inc., with an effective date of June 10, 2020, that was not in compliance with the State of Ohio statutes and that was in violation of O.R.C. § 2329.191(B)(7) for use in judicial foreclosure proceedings, in the Court of Common Pleas, Franklin County, Ohio, in the Case No. 2010-CVE-09-13480 and that lacks a Schedule B and that provides in pertinent part as follows:

- An examination of the record title from the effective date of the Preliminary Judicial Report, any Supplemental Judicial Report or Final Judicial Report dated August 31, 2010 at 7:29 A.M., Order No. 5007339-28202 has been made to the date hereof and the Company finds...
- Pending foreclosure filed by Citimortgage, Inc.,... Plaintiff, against Leonard Nyamusevya, et al, Defendants, filed on September 14, 2010, as Case No. 10-CVE-09-13480, in the Records of Franklin County, Ohio.
- This examination is made for the use and benefit of the Guaranteed Party to said proceedings and purchaser at judicial sale thereunder and is further subject to the Exclusions from coverage, the Exceptions contained in Schedule B and the Conditions and Stipulations of the Preliminary Judicial Report, Final Judicial Report and any Supplements related hereto.
- Effective date: June 10, 2020 at 7:29 A.M.
- First American Title Insurance Company
- By: InTitle Agency, Inc.

15. Observing that in *In Johnson v. BMW of North America*, 583 So.2d 1333 (Ala. 1991), the Court decided as follows:



This is an apparent case of first impression in Alabama. Courts in other jurisdictions, however, have held that a satisfaction of judgment is the end of a proceeding and bars any effort to alter or amend a final judgment. *Morris North American, Inc. v. King*, 430 So.2d 592 (Fla. Dist. Ct. App. 1983); *Dooley v. Cal-cut Pipe Supply, Inc.*, 197 Colo. 362, 593 P.2d 360 (1979). In *Dooley*, the court held that in the interests of certainty and repose, a satisfaction of judgment extinguishes the judgment.

16. Pertaining to the Bankruptcy Trustee's distribution payment to the Mortgagee Citimortgage, Inc., in this case *sub judice*, following the Court in *In Johnson v. BMW of North America*, 583 So.2d 1333 (Ala. 1991), the Supreme Court of Ohio should have held that, "This is an apparent case of first impression in Ohio. Courts in other jurisdictions, however, have held that a satisfaction of the Mortgagee Citimortgage, Inc.'s Foreclosure Judgment by the Bankruptcy Trustee's final distribution payment to the Mortgagee Citimortgage, Inc., is the end of the Franklin County Court of Common Pleas, Ohio's judicial proceedings in the Foreclosure Case No.: 2010-CVE-09-13480. *Morris North American, Inc. v. King*, 430 So.2d 592 (Fla. Dist. Ct. App. 1983); *Dooley v. Cal-cut Pipe Supply, Inc.*, 197 Colo. 362, 593 P.2d 360 (1979); thus, the Supreme Court of Ohio should have granted Petitioner's writ of prohibition; consequently, the U.S. Supreme Court should "vacate" the Supreme Court of Ohio's judgment entries and should issue Petitioner's writ of prohibition and should not remand this present case to the Supreme Court of Ohio, as a matter of substantive law and the facts.

**QUESTIONS PRESENTED ARE:**

17. **This section is to apply to each Question Presented that:** Because this is a case of (1) first impression; and of (2) great public interest; and (3) it is an outlier; and (4) it is a unique case and the first of its kind; and (5) its specific issues and legal matters have no precedent and no lower Courts' binding and controlling authorities; therefore, when a Court of Common Pleas' Final Foreclosure Judgment is paid off entirely by a Bankruptcy Trustee's distribution payment to a Mortgagee:

**Question 1:** "Since on May 18, 2015, the U.S. Supreme Court held in *In Harris v. Viegelahn* Case No.: 14-400 that, "One service provided by a Chapter 13 Trustee is disbursing payments to creditors. 11 U.S.C. §1326(c)." Isn't that the U.S. Supreme Court should prohibit the Supreme Court of Ohio from allowing the Courts of Common Pleas to block the Chapter 13 Trustees' disbursed payments to Mortgagees under 11 U.S.C. §1326(c) to be lodged in the offices of the clerks of the Courts of Common Pleas, and entered and docketed in the foreclosure cases' records, because in Petitioner's case at bar, the Chapter 13 Trustee's disbursed payments to the Mortgagee under 11 U.S.C. §1326(c) was blocked and wasn't automatically lodged in the office of the clerk of the Franklin

County Court of Common Pleas, Ohio and wasn't entered and docketed in the foreclosure case's records, merely for being from a different forum?"

**Question 2:** "Isn't that the U.S. Supreme Court under the U.S. Constitution not limited to the 5<sup>th</sup> and the 14<sup>th</sup> Amendments and in compliance to Article IV, Section 4(B) of the Ohio Constitution and the mandate under O.R.C. § 2305.01 and O.R.C. § 2329.191(B)(7), should prohibit the Supreme Court of Ohio from allowing that the Courts of Common Pleas block the Chapter 13 Trustees' disbursed payments to Mortgagees under 11 U.S.C. § 1326(c); and bar it from being lodged in the offices of the clerks of the Courts of Common Pleas, and entered and docketed in the foreclosure cases' records, once a mortgage lien is paid off, merely for being from a different forum, because in this present case, the Mortgagee concealed the Chapter 13 Trustees' disbursed payment?"

**Question 3:** "Because in enacting 11 U.S.C. § 727(a), Congress knew an Order of Discharge under 11 U.S.C. § 727(a) would cause foreclosure decree to be "*in rem*" only. Isn't that the U.S. Supreme Court should prohibit the Supreme Court of Ohio for allowing the Courts of Common Pleas to block Orders of Discharge under 11 U.S.C. § 727(a); merely for being from a different forum; and should establish a precedent for an Order of Discharge under 11 U.S.C. § 727(a) to automatically be lodged in the offices of the clerks of the Courts of Common Pleas, and entered and docketed in the foreclosure cases' records, because in this present case, the Mortgagee concealed that Petitioner was granted an Order of Discharge under 11 U.S.C. § 727(a)?"

**Question 4:** "Isn't that the U.S. Constitution not limited to the 5<sup>th</sup> and the 14<sup>th</sup> Amendments prohibit the Supreme Court of Ohio to deny Petitioner's request for a writ of prohibition, in a foreclosure case in which there is a patently and unambiguously want of jurisdiction; and in which the Court of Common Pleas blocked the update to the title record to the real property in violation of O.R.C. § 2329.191(B)(7), in order to block the Trustee's distribution payment to the Mortgagee under 11 U.S.C. § 1326(c); and to block Petitioner's Order of Discharge under 11 U.S.C. § 727(a) for being from a different forum; in order to collect the discharged amount of Petitioner's personal liabilities?"

**Question 5:** "Because the Supreme Court of Ohio disregarded its own precedents; and disregarded Petitioner's Bankruptcy Schedule Form 108; and disregarded the U.S. Constitution not limited to the 5<sup>th</sup> and the 14<sup>th</sup> Amendments, which in compliance with Article IV, Section 4(B) of the Ohio Constitution and the mandate under O.R.C. § 2305.01, patently and unambiguously divested the jurisdiction of the Court of Common Pleas; and blocked the unlawful and unconstitutional deprivation of Petitioner's paid off real property; isn't that the U.S. Supreme Court should prohibit the Supreme Court of Ohio from allowing the Court of Common Pleas to violated O.R.C. § 2329.191(B)(7) in order to continue its jurisdiction to judicially order the Sheriff's Foreclosure Sale for Petitioner's paid off real estate, by blocking the Trustee's disbursed payment to the Mortgagee under 11 U.S.C. § 1326(c); and barring Petitioner's Bankruptcy Court's Order of Discharge under 11 U.S.C. § 727(a) for being from a different forum?"

**Question 6:** "Because the Supreme Court of Ohio's precedents are conflicting in cases where there is a want of jurisdiction; and there are conflicting Ohio Courts' holding regarding O.R.C. § 2329.191; and the Supreme Court failed to take a judicial notice of the title record to Petitioner's real property in the County Recorder's Office to find out that

pursuant to O.R.C. § 2329.02 and O.R.C. § 5309.53, there is no Mortgagee's lien that attached to Petitioner's real estate; and failed to take a judicial notice of Petitioner's Bankruptcy Case No.: 2:19-bk-52868 to find out that Petitioner's real property was paid off; and failed to find out that the Court of Common Pleas lacked its jurisdiction, because it can only perform ministerial acts because the Mortgagee's justiciable controversy against Petitioner was extinguished when the outstanding delinquent Mortgage loan lien account was reduced to \$0.00 balance;" isn't that the U.S. Supreme Court should issue a writ of prohibition in order to make Petitioner whole, because the U.S. Constitution not limited to the 5<sup>th</sup> and the 14<sup>th</sup> Amendments prohibit the unlawful deprivation of Petitioner's satisfied real property?"

**Question 7:** "Since O.R.C. § 2329.191(B)(7) mandates that prior to a Sheriff's Foreclosure Sale, a Mortgagee must file with the Court of Common Pleas a Final Judicial Report that update the status of the title record to a property from the date of the Preliminary Judicial Report; in this instant case where the Supreme Court of Ohio allows the Court of Common Pleas to violate O.R.C. § 2329.191(B)(7) in order to unlawfully and unconstitutionally deprive Petitioner's real property; isn't that the U.S. Supreme Court is justified and has jurisdiction to vacate the Supreme Court of Ohio's entries; and to enforce that the U.S. Constitution not limited to the 5<sup>th</sup> and the 14<sup>th</sup> Amendments in compliance with Article IV, Section 4(B) of the Ohio Constitution and the mandate under O.R.C. § 2305.01 prohibit the deprivation of Petitioner's real estate?"

**Question 8:** "Since the Appendix: 20 and Appendix: 19 shows that the Mortgagee conceded to have received the satisfaction of payment in full of the outstanding deficient Mortgage loan lien account; in this case *sub judice* where the Mortgagee admitted that its foreclosure judgment was paid off entirely and Courts in other jurisdictions, have held that a satisfaction of judgment is the end of a proceeding and bars any final judgment. *Johnson v. BMW of North America*, 583 So. 1333 (Ala. 1991); isn't that the Supreme Court of the United States of America should prohibit the Supreme Court of Ohio to allow the Court of Common Pleas to become a party in interest as counsel for the Mortgagee, in corruptly *under-color-of-law* fighting against Petitioner, in seeking to judicially order the Sheriff's Foreclosure Sale of Petitioner's real property, in violation of Article IV, Section 4(B) of the Ohio Constitution and the statutory provision under O.R.C. § 2305.01 and O.R.C. § 2329.191(B)(7) and O.R.C. § 1701.82(A)(3), by blocking the Bankruptcy Trustee's distribution payment to the Mortgagee and barring Petitioner's Bankruptcy Court's Order of Discharge for being from a different forum?"

#### **LIST OF PARTIES AND RELATED CASES**

18. Petitioner was the "Relator" in the Supreme Court of Ohio Case No.: GEN-2021-0853. Mortgagee Citimortgage, Inc., was not a party to the Ohio Case No.: GEN-2021-0853.

19. Respondent Honorable Judge Daniel R. Hawkins: (Franklin County Court of Common Pleas) was the Respondent in the Supreme Court of Ohio Case No.: GEN-2021-0853.

20. Petitioner is the "Defendant" in the Franklin County Court of Common Pleas Foreclosure Case No.: 2010-CVE-09-13480 that is captioned as: *Citimortgage, Inc., v. Leonard Nyamusevya, et al.*

21. There are “no” additional parties to the proceeding whose judgment is sought to be reviewed by the U.S. Supreme Court, to be listed on this case pursuant to Rule 12.6.

**Cases in other Courts that are Directly Related to this Case in this Court**

22. 2021-0853: *The State of Ohio ex. Rel. Leonard Nyamusevya v. Franklin County Court of Common Pleas: Honorable Judge Daniel R. Hawkins*. Judgment entered September 22, 2021 (see Appendix: 14)

23. 2021-0853: *The State of Ohio ex. Rel. Leonard Nyamusevya v. Franklin County Court of Common Pleas: Honorable Judge Daniel R. Hawkins*. Judgment entered November 23, 2021 (see Appendix: 15)

24. *Citimortgage, Inc., v. Leonard Nyamusevya, et al.*, Foreclosure Case No.: 2010-CVE-09-13480, Franklin County Court of Common Pleas Ohio. Judgment entered February 15, 2018 (see Appendix: 27)

25. *Citimortgage, Inc., v. Leonard Nyamusevya, et al.*, Foreclosure Case No.: 2010-CVE-09-13480, Franklin County Court of Common Pleas Ohio. Judgment entered February 18, 2020 (see Appendix: 30)

26. *Citimortgage, Inc., v. Leonard Nyamusevya, et al.*, Foreclosure Case No.: 2010-CVE-09-13480, Franklin County Court of Common Pleas Ohio. Judgment entered July 15, 2021 (see Appendix: 28)

27. *Citimortgage, Inc., v. Leonard Nyamusevya, et al.*, Foreclosure Case No.: 2010-CVE-09-13480, Franklin County Court of Common Pleas Ohio. Judgment entered May 20, 2014 (see Appendix: 21)

28. *Citimortgage, Inc., v. Leonard Nyamusevya, et al.*, Foreclosure Case No.: 2010-CVE-09-13480, Franklin County Court of Common Pleas Ohio. Judgment entered November 15, 2018 (see Appendix: 22)

29. *Citimortgage, Inc., v. Leonard Nyamusevya, et al.*, No.: 2014-AP-464, 10<sup>th</sup> District Court of Appeals. Judgment entered August 30, 2016 (see Appendix: 25)

30. *Citimortgage, Inc., v. Leonard Nyamusevya, et al.*, No.: 2014-AP-464, 10<sup>th</sup> District Court of Appeals. Judgment entered August 30, 2016 (see Appendix: 26)

31. Petitioner filed his Chapter 13 Bankruptcy Case No. 2:14-bk-55846 on August 18, 2014 that was dismissed, in which the Mortgagee Citimortgage, Inc., received a payment distribution of \$11,018.00 (see Appendix: 19 and Appendix: 20)

32. Petitioner’s ex-spouse: Consolata Nkurunziza filed her Bankruptcy Case No. 2:15-bk-53820 and received a Bankruptcy Court Order of Discharge on January 21, 2016, which eliminated her personal liabilities (see Appendix: 23)

33. Petitioner filed his Bankruptcy Case No. 2:19-bk-52868 and received a Bankruptcy Court Order of Discharge on November 21, 2019, which ended his personal liabilities. (see Appendix: 16)

34. Leonard Nyamusevya v. Consolata Nkurunziza, Case No. 09-DR-05-1832, Franklin County Court of Common Pleas Ohio. Judgment entered May 26, 2021 Court Order. (see Appendix: 24)

35. Bankruptcy appeal Case No. 21-3089 before the 6<sup>th</sup> Cir. Court of Appeals. Judgment entered December 23, 2021 Court Decision.

### **LIST OF PROCEEDINGS**

36. Gen-2021-0853: *The State of Ohio ex. Rel. Leonard Nyamusevya v. Franklin County Court of Common Pleas: Honorable Judge Daniel R. Hawkins*. Judgment entered September 22, 2021 (see Appendix: 14)

37. Gen-2021-0853: *The State of Ohio ex. Rel. Leonard Nyamusevya v. Franklin County Court of Common Pleas: Honorable Judge Daniel R. Hawkins*. Judgment entered November 23, 2021 (see Appendix: 15)

38. In this case at bar, reasonable minds could only conclude that the Supreme Court of Ohio should have granted Petitioner's requested writ of prohibition.

### **OPINIONS BELOW**

39. The Supreme Court of Ohio's decision entries were not published and are unreported.

40. The Judgment Entry of the Supreme Court of Ohio was entered as denied on September 22, 2021 (see Appendix: 14).

41. The Judgment Entry of the Supreme Court of Ohio on the Motion for Reconsideration was entered as denied on November 23, 2021 (see Appendix: 15).

### **JURISDICTION**

42. Petitioner filed in the Supreme Court of Ohio a request for a Writ of Prohibition in the Case No.: GEN-2021-0853, which was denied on September 22, 2021 (See Appendix 14) and Petitioner's Motion for Reconsideration was denied on November 23, 2021 (See Appendix 15). The Judgment Entry of the Supreme Court of Ohio was entered on September 22, 2021; and the denial entry on the Motion for Reconsideration was entered on November 23, 2021; consequently, the U.S. Supreme Court has jurisdiction pursuant to 28 U.S.C. § 1254(1), and 28 U.S.C. § 1257(a)

43. Petitioner's petition for a writ of certiorari is timely filed within 90 days from the Supreme Court of Ohio's denial entry on the Motion for Reconsideration that was entered on November 23, 2021 (See Appendix: 15). Petitioner served his petition for certiorari to the opposing party on February 07, 2022 and mailed the same to the Clerk of the U.S. Supreme Court.

### **CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED**

44. **Constitutional Provisions Involved:**

The Constitution of the United States of America

The 5<sup>th</sup> Amendment

The 14<sup>th</sup> Amendment

Article IV, Section 4(B), of the Ohio Constitution

45. **Federal Statutory Provisions Involved:**

11 U.S.C. §1326(c).  
11 U.S.C. §1306(b)  
11 U.S.C. §1322  
11 U.S.C. §1327(b)  
11 U.S.C. § 727(a)

46. **Ohio State Statutory Provisions Involved:**

O.R.C. § 2305.01  
O.R.C. § 2329.191  
O.R.C. § 2329.191(B)(5)  
O.R.C. § 2329.191(B)(7)  
O.R.C. § 2329.02  
O.R.C. § 5309.39  
O.R.C. § 5309.53  
O.R.C. § 1701.82(A)(3)

47. **Doctrine Provisions Involved:**

The Law of the Case Doctrine

48. **Other Provisions Involved:**

4 Wolf, *Powell on Real Property*, Section 37.12[5], at 37-226 (2008).

49 C.J.S., p. 1058, § 577.

47 Am.Jur.2d, Judgments § 979 at 80.

49 C.J.S. Judgments § 577.

**STATEMENT OF THE CASE**

49. Petitioner and his former ex-spouse executed a mortgage in favor of National City Mortgage, Inc., which was recorded in the Franklin County Recorder's Office on November 30, 2000 as Instrument No.: 20001-13002-41904 (see Appendix: 3). Thereafter, Petitioner refinanced his Mortgage loan from the original lender National City Mortgage, Inc., to James B. Nutter & Company Mortgage

Bankers, and a mortgage release was recorded in the Franklin County Recorder's Office on November 26, 2001 as Instrument No.: 20011-12602-72427 (see Appendix: 3). The James B. Nutter & Company Mortgage Bankers' mortgage was recorded in the Franklin County Recorder's Office on January 22, 2002 as Instrument No.: 20020-12200-19163 (see Appendix: 3).

50. Petitioner made a large lump sum payment on April 30, 2002 of \$10,000.00 (Ten Thousand Dollars) (Code 26: Additional Principal Payment) to James B. Nutter & Company, Mortgage Bankers on the principal of his Mortgage loan account (See Appendix: 4); Thereafter, Petitioner refinanced the James B. Nutter & Company Mortgage Bankers' mortgage to Capitol Mortgage Services, Inc., which was recorded in the Franklin County Recorder's Office on July 05, 2002 as Instrument No.: 20020-70501-65696 (see Appendix: 2 and Appendix: 3 and Appendix: 29). Thereafter, Capitol Mortgage Services, Inc., assigned on June 26, 2002 a Mortgage No.: 20020-70101-60742 (see Appendix: 1 as compared to Appendix: 29) to ABN AMRO Mortgage Group, Inc., which didn't belong to Petitioner, and which was recorded in the Franklin County Recorder's Office on July 09, 2002 as Instrument No.: 20020-70901-68798 (see Appendix: 1 and Appendix: 3).

51. In a September 01, 2007 corporation merger, ABN AMRO Mortgage Group, Inc., was acquired by the Mortgagee Citimortgage, Inc. The Franklin County Recorder's Office's record of Petitioner's property's title shows that the Mortgagee Citimortgage, Inc., didn't record its interest in Petitioner's property's title to date. In the State of Ohio, Instruments shall be recorded in the Franklin County Recorder's Office and filed under proper numbers pursuant to O.R.C. § 5309.39, in order to ascertain a clear property title. O.R.C. § 5309.39: Instruments shall be filed under proper numbers provides that:

All duplicate certificates of title and all instruments and memorandums in any way affecting the title to registered land, surrendered to the county recorder for cancellation, and all other instruments, notices, and papers required or permitted under sections 5309.02 to 5310.21, inclusive, of the Revised Code, to be filed with the recorder, shall be filed under their proper file numbers of other designation and carefully preserved.

52. Thereafter, Petitioner made on August 14, 2002, a large lump sum payment of \$26,000.00 (Twenty-Six Thousand Dollars) ABN AMRO Mortgage Group, Inc., on the principal of his Mortgage

loan account (see Appendix: 5), which reduced the initial principal of \$136,700.00 to \$110,412.80 (New Principal) effective August 14, 2002, (see Appendix: 5). Under the State of Ohio law, pursuant to O.R.C. § 1701.82(A)(3), Citimortgage, Inc., acquired and possessed the Mortgage that was recorded in the Franklin County Recorder's Office as Instrument No.: 20020-70101-60742 (See Appendix: 1 and Appendix: 3), and this is the origin of the problems in this instant case, because the Mortgagee Citimortgage, Inc., sued Petitioner on someone else Mortgage that was recorded in the Franklin County Recorder's Office as Instrument No.: 20020-70101-60742, which didn't belong to Petitioner.

53. After the September 01, 2007 merger, the Mortgagee Citimortgage, Inc., became the Servicer of Petitioner's Mortgage loan account and owed fiduciary duties to Petitioner, under RESPA Regulations; consequently, Petitioner inquired the status of his Mortgage loan account. In a letter dated October 25, 2007 (see Appendix: 6), the Mortgagee Citimortgage, Inc., replied and stated as follows:

"Thank you for your recent inquiry regarding your Mortgage loan. We want to assure you that we are researching your case, and we will make every effort to provide you with an answer in approximately two weeks," (see Appendix: 6).

54. Thereafter, after researching and accurately reviewing Petitioner's Mortgage loan account, the Mortgagee Citimortgage, Inc., in a letter truthfully and incontrovertibly asserted and proclaimed around April 30, 2008 that Petitioner has buildup "equity" about \$85,716 (see Appendix: 7) on the June 26, 2002 Petitioner's Mortgage loan account, with an initial loan principal of \$136,700.00 (see Appendix: 9). On September 14, 2010 the Mortgagee Citimortgage, Inc., filed a Foreclosure Case No.: 2010-CVE-09-13480 against Petitioner, *et al.* and alleged a deficiency amount of \$98,452.56 that was highly inflated. In the Foreclosure Case No.: 2010-CVE-09-13480, the Mortgagee Citimortgage, Inc., filed on September 29, 2010 its "Preliminary Judicial Report" (see Appendix: 8) pursuant to O.R.C. § 2329.191(B). *GMAC Mgt., L.L.C. v. Jacobs*, 196 Ohio App.3d 167, 172-73, 2011-Ohio-1780, (9th Dist.); and in *TPI Asset Mgt., L.L.C. v. Ealey*, 2015-Ohio-740. The Mortgagee Citimortgage, Inc.'s "Preliminary Judicial Report" was deficient and referenced to the Mortgage that was recorded in the



Franklin County Recorder's Office as Instrument No.: 20020-70901-68790 pursuant to O.R.C. §

5309.39 in violation of O.R.C. § 2329.191(B)(5), and provided in part as follows:

Corporation Assignment of Mortgage from Capitol Mortgage Services, Inc., an Ohio Corporation, whose address is 445 North High Street, 5<sup>th</sup> Floor, Columbus, Ohio 43215, to ABN AMRO Mortgage Group, Inc., whose address is 2600 West Big Beaver Road, Troy, MI 48084, dated June 26, 2002, recorded July 09, 2002 at 1:58 P.M., as Instrument No.: 20020 70901 68790, in the Records of Franklin County, Ohio. Note: Assignment references incorrect mortgage instrument number (see Appendix: 8).

55. Pursuant to O.R.C. § 2329.191(B)(5), the mortgage that is shown in the Preliminary Judicial Report as of September 14, 2010: the date the Mortgagee Citimortgage, Inc., filed its Foreclosure Complaint was recorded as Instrument No.: 20020 70901 68790, in the Records of Franklin County, Ohio, and didn't belong to Petitioner. Pursuant to Civ. R. 11, under Ohio law, on September 14, 2010, the Mortgagee Citimortgage, Inc., represented to the Franklin County Court of Common Pleas that it was assigned and was the holder of the mortgage as Instrument No.: 20020 70901 68790, which was recorded in the Records of Franklin County, Ohio.

56. The Mortgagee Citimortgage, Inc., filed on June 06, 2011 a "Consolidated Note Report," which showed an April 15, 2004 initial mortgage loan principal of \$130,344.04 (see Appendix: 10), which is much higher and inflated than Petitioner's Mortgage loan account principal of \$110,412.80 (New Principal) (see Appendix: 5) effective August 14, 2002; thus, the apparent and unambiguous difference between the principal amount of \$130,344.04 (see Appendix: 10) and \$110,412.80 (see Appendix: 5) clearly shows and substantiates that the Mortgagee Citimortgage, Inc., prosecuted Petitioner on a wrong mortgage loan, which didn't belong to Petitioner, as a matter of law and the facts. Thereafter, the Mortgagee Citimortgage, Inc., was granted a judgment and decree in foreclosure against Petitioner on May 20, 2014 (see Appendix: 21).

57. The first Sheriff's Foreclosure Sale of Petitioner's real property was scheduled on August 22, 2014 (see Appendix: 11). Through retained counsel, Petitioner filed a Chapter 13 Bankruptcy Petitioner on August 18, 2014. Thereafter Petitioner made a payment to the Mortgagee Citimortgage,

Inc.; thereafter, the Chapter 13 Bankruptcy Trustee made “SINGLE” and “FINAL” distribution payment to the Mortgagee Citimortgage, Inc., which reduced Petitioner’s outstanding Mortgage loan lien amount to a \$0.00 (zero dollars) account balance (see Appendix: 18). The Mortgagee Citimortgage, Inc., erroneously caused the May 03, 2019 scheduling of the Sheriff’s Foreclosure Sale (see Appendix: 13) of Petitioner’s paid off entirely real property (see Appendix: 18).

58. The attached herein and made part of this petition Appendix: 12 are recently filed Exhibit B and Exhibit C that the Mortgagee Citimortgage, Inc., filed in the Bankruptcy Court, in Petitioner’s Case No.: 2:19-bk-52868; and are redacted copies of emails communication between the counsel of the Mortgagee Citimortgage, Inc., and the Franklin County Sheriff’s Office; and which substantially and conspicuously and unquestionably and convincingly substantiate that because Petitioner’s real estate was not a mortgaged property anymore and that it was satisfied and paid off entirely; the Mortgagee Citimortgage, Inc., requested the Franklin County Sheriff’s Office to “cancel” the May 03, 2019 scheduled Sheriff’s Foreclosure Sale of Petitioner’s real estate. (see Appendix: 12)

59. On the first appeal, the May 20, 2014 foreclosure judgment was affirmed in part and reversed in part on August 30, 2016 by the 10<sup>th</sup> District Court of Appeals (see Appendix: 25 and Appendix: 26). In remanding to the Franklin County Court of Common Pleas, the 10<sup>th</sup> District Court of Appeals held on August 30, 2016 as follows:

{¶32} In our view, Defendant’s Affidavit in this case is specific enough to meet Defendant’s reciprocal burden of producing evidence in response to Cindy Schneider’s averment regarding the amount due on the loan. Viewing the evidence in a light most favorable to Defendant, we find that Defendant’s Affidavit creates an issue of fact as to the amount owed on the loan at the time of default, *[it is not “damages” owed at the time of default.]* Accordingly, Defendant’s first assignment of error shall be sustained in part as to the amount Defendant owes on the loan, and the case shall be remanded to the Trial Court for further proceedings to determine the *[principal]* amount owed at the time of the default.

60. On remand, Petitioner did not file a motion that was captioned as “motion in *limine*.” Shielding the Mortgagee Citimortgage, Inc., from producing the Mortgage loan accounting repayment records ledger and history from August 01, 2002 (see Appendix: 9) to April 15, 2004, which discloses the August 14, 2002 large lump sum principal payment of \$26,000.00 that Petitioner paid to ABN AMRO

Mortgage Group, Inc.; and which was missing in the Consolidated Note Report (see Appendix: 10); and which was showing the August 14, 2002 new principal amount of \$110,412.80; and rejecting and disregarding the controlling Order 10<sup>th</sup> District Court of Appeals' August 30, 2016 Decision, the Franklin County Court of Common Pleas *sua sponte* violated the law of the case doctrine and reviewed and modified the 10<sup>th</sup> District Court of Appeals' August 30, 2016 Decision, to conflictingly and misleadingly entering the February 15, 2018 Decision and Entry to "*proceed as a Jury Trial limited to the issue of damages*," (see Appendix: 26), which was not ordered by the 10<sup>th</sup> District Court of Appeals on the first appeal' and which was not raised in the trial Court by the parties; and which was not raised in the first appeal; to unlawfully *sua sponte* holding as following:

"This matter is before the Trial Court on Defendant, Leonard Nyamusevya's Motion in *Limine*, titled Defendant's Motion to Preserve Issues and Evidentiary Objections for Appellate Review, filed February 06, 2018. After full and careful consideration, the Trial Court finds the matter will proceed as a Jury Trial "limited to the issue of damages." *Citimortgage, Inc., v. Nyamusevya*, 10<sup>th</sup> Dist. No. 14-AP-464, 2016-Ohio-5588, 32 ("... [T]he case shall be remanded to the Trial Court for further proceedings to determine the amount owed.")"

61. But damages is not a foreclosure allegation and was not alleged in the Foreclosure Complaint.

62. Pursuant to the law of the case doctrine, "the case shall be remanded to the Trial Court for further proceedings to determine the *[principal]* amount owed at the time of the default" is not "the Trial Court finds the matter will proceed as a Jury Trial 'limited to the issue of damages.'"

63. Petitioner kindly implores the Justices of the Supreme Court of the United States of America to find in the whole records of the Foreclosure Case No.: 2010-CVE-09-13480 that the Mortgagee Citimortgage, Inc., concealed and didn't produce the Mortgage loan accounting repayment records ledger and history from August 01, 2002 (see Appendix: 9) to April 15, 2004, which discloses the August 14, 2002 large lump sum principal payment of \$26,000.00 (see Appendix: 5) that Petitioner paid to ABN AMRO Mortgage Group, Inc.; and which was missing in the Consolidated Note Report (see Appendix: 10); and which was showing the August 14, 2002 new principal amount of \$110,412.80 (see Appendix: 5). Because the Franklin County Court of Common Pleas abetted the Mortgagee Citimortgage, Inc.'s fraud upon the Court; hence, Petitioner calmly paid the money to the Mortgagee Citimortgage, Inc., by proof.

64. The transcript of the November 05, 2018 trial (see Appendix: 20) shows that a visiting judge was seated to preside over and shield the Mortgagee Citimortgage, Inc., from producing the Mortgage loan accounting repayment record ledger and history from August 01, 2002 (see Appendix: 9) to April 15, 2004, which discloses the August 14, 2002 large lump sum principal payment of \$26,000.00 that Petitioner paid to ABN AMRO Mortgage Group, Inc.; and which discloses the August 14, 2002 "new principal balance of \$110,412.80" (see Appendix: 5), which is lower than the Mortgagee Citimortgage, Inc.'s April 15, 2004 initial mortgage loan principal of \$130,344.04 that is shown in the "Consolidated Note Report" (see Appendix: 10). The visiting judge said as follows:

Now, in the meantime, as I said, they have asked me to make an advanced ruling on an issue of whether the piece of paper that you have that has been an exhibit to several documents, whether I'm going to allow them -- pardon me, allow you to introduce that document into evidence. And that's what that motion is.

THE COURT: Things are normally very chaotic. We have to go through the jury orientation program and then trying to figure out what we're going to be doing upstairs in the courtrooms. I'm kind of a visitor here, like you are. I was here in the courthouse, prior courthouse, for 30 years. I decided that I would, quote, retire about eight or nine years ago, and haven't retired actually for one day. I work for the Ohio Supreme Court. Supreme Court sends me all over the state of Ohio "to try cases in which local judges have conflicts." ... As I said, I also sit by assignment all around the state and handle cases where local judges have a conflict. ... And what we have here today is the defendant, the person who was to pay the mortgage, defendant asked for a jury trial on the issue of how much money he owes on the balance of the note.

65. The transcript of the November 05, 2018 trial (see Appendix: 20) shows that Petitioner represented to the judge as follows:

And I understand that at this point you do not have the judicial power to proceed even to rule on that motion in limine, because that motion in limine is also in violation of the law of the case... I paid money. The document is self-authenticating. The document is proper. All these eight years we had time to look on how much money is needed and whatever the issues are and we can move on... So everything is not respecting the law of the case, because the law of the case remains the law of the case in the lower court and in the Court of Appeals.

So I am not going to let myself to be a scapegoat. Whenever the Court lack jurisdiction to proceed, my duty is to vacate, because I do not recognize your judicial power. I do not recognize that. I got to be safe. You do not have authority. You do not have the judicial authority to proceed, and I have to go.

66. Thereafter the Mortgagee Citimortgage, Inc., was granted a judgment for Plaintiff and decree in foreclosure against Petitioner on November 15, 2018 (see Appendix: 22). Petitioner filed a motion asking the Franklin County Court of Common Pleas to enforce the compliance of Ohio statutes and update the Foreclosure Case No.: 2010-CVE-09-13480 record, which was denied on July 15, 2021, (see Appendix: 28). Thereafter Petitioner sought a writ of prohibition in the Supreme Court of Ohio, which was denied.

### **REASONS FOR GRANTING THE PETITION**

67. After more than 10 years of endless and protracted Mortgagee Citimortgage, Inc.'s litigations and prosecution against Petitioner, on a Mortgage that was recorded in the Franklin County Recorder's Office as Instrument No. 20020 70101 60742 (see Appendix: 1 and Appendix: 3), which didn't belong to Petitioner, and which was recorded on July 09, 2002, in the records of the Franklin County Recorder's Office, as Instrument No. 20020-70901-68798, Petitioner is exhausted and disappointed because the law is short and Congress and the U.S. Supreme Court did not provide or establish a mechanism for a Chapter 13 Trustee's disbursed payments to creditors or Mortgagees under 11 U.S.C. §1326(c) to be lodged in the office of the clerk of the Courts of Common Pleas, and entered and docketed in the foreclosure cases' records. The U.S. Supreme Court needs to carefully open its eyes because homeowners nationwide are still affected by the sophistication of interstate mortgage fraud and violation of interstate commerce. This instant case will set up the starting point of locating the perpetrators actors and their under-color-of-law operations; hence, Certiorari should be granted for the immediate protection and rescue and interest of the American Citizen and homeowners at risks.

68. After wholly paying off entirely his outstanding Mortgage loan lien account and reducing it to \$0.00, the Franklin County Court of Common Pleas Ohio *sua sponte* blocked the updates of the title records to Petitioner's real property; and thus, unlawfully and unconstitutionally blocked the Chapter 13 Trustee's disbursed payments to the Mortgagee Citimortgage, Inc., under 11 U.S.C. §1326(c); and further blocked Petitioner's Bankruptcy Court's Order of Discharge under 11 U.S.C. § 724(a);

precluding them to be lodged in the office of the clerk of the Franklin County Court of Common Pleas, and entered and docketed in the Foreclosure Case No.: 2010-CVE-09-13480 records; consequently, the impact is chaotic and substantially destroying and devastating as the titles companies could not close on Petitioner's real estate; thus, Petitioner could not sell his earned and satisfied real property.

69. The Supreme Court of Ohio should have not permitted on November 23, 2021 that while the Franklin County Court of Common Pleas lacks the judicial power and discretion to block the updates of the title records to Petitioner's real property; the Supreme Court of Ohio allowed the Franklin County Court of Common Pleas to block the Chapter 13 Trustee's disbursed payments to the Mortgagee Citimortgage, Inc., under 11 U.S.C. §1326(c); and further to block Petitioner's Bankruptcy Court's Order of Discharge under 11 U.S.C. § 724(a), as a matter of law and the facts.

70. Furthermore, Congress and the U.S. Supreme Court did not provide or establish a mechanism for a Bankruptcy Court's Order of Discharge under 11 U.S.C. § 724(a) to be lodged in the office of the clerks of the Courts of Common Pleas, and entered and docketed in the foreclosure cases' records. Under Ohio law, O.R.C. § 2329.191(B)(7) allows only a Mortgagee to update the title record to a real estate prior to a Sheriff's Foreclosure Sale. Petitioner relied in vain upon O.R.C. § 2329.191(B)(7). In this instant case, the Chapter 13 Trustee's disbursed payment to the Mortgagee under 11 U.S.C. §1326(c) and Petitioner's Bankruptcy Court's Order of Discharge under 11 U.S.C. § 724(a) was not automatically lodged in the office of the clerk of the Court of Common Pleas, and entered and docketed in the record of the September 14, 2010 Foreclosure Case No.: 2010-CVE-09-13480, as a matter of law and the facts, for being from a different forum. Because Petitioner's real property is paid off entirely (see Appendix: 18 and Appendix: 20), and the Franklin County Court of Common Pleas Ohio was positioned to order the Sheriff's Foreclosure Sale of Petitioner's real property; consequently, Petitioner unsuccessfully sought a writ of prohibition in the Supreme Court of Ohio; thus, Petitioner is demanding the granting of certiorari by the Supreme Court of the United States of America; and in the event Certiorari is denied; consequently, Petitioner will be dead. Certiorari is highly needed here.

71. In a well organized patently and unambiguous concert of mortgage fraud and scheme of violation of the interstate commerce, the title insurance company was involved and used to conceal the updates to Petitioner's satisfied real estate, which is substantiated in the July 15, 2020 Supplemental Final Judicial Report (see Appendix: 17). In violation of O.R.C. § 2329.191(B)(7) the Mortgagee Citimortgage, Inc., concealed upon the Court of Common Pleas the Chapter 13 Trustee's disbursed payments to the Mortgagee Citimortgage, Inc., under 11 U.S.C. § 1326(c); further concealed Petitioner's Bankruptcy Court's Order of Discharge under 11 U.S.C. § 727(a), in order for the Franklin County Court of Common Pleas to continue its jurisdiction to judicially order the Sheriff's Foreclosure Sale of Petitioner's real property; and to get the discharged amount of Petitioner's personal liabilities. The highly honorable and impartial Justices of the Supreme Court of the United States of America and their legal teams will not condone this agonizing legal situation to burry Petitioner; consequently, Certiorari should be granted for redress to a law abiding Petitioner and Citizen of the U.S. of America.

72. On the other hand, the Franklin County Court of Common Pleas Ohio unlawfully and unconstitutionally and fraudulently and corruptly and *under-color-of-law* blocked the Chapter 13 Trustee's disbursed payments to the Mortgagee Citimortgage, Inc., under 11 U.S.C. § 1326(c); and further blocked Petitioner's Bankruptcy Court's Order of Discharge under 11 U.S.C. § 727(a) from being lodged in the office of the clerk of the Court of Common Pleas, and entered and docketed in the record of the September 14, 2010 Foreclosure Case No.: 2010-CVE-09-13480, (see Appendix: 17).

73. A Bankruptcy Trustee's distribution payment to a Mortgagee is a valid payment on a Mortgagor's outstanding Mortgage loan lien account; and affects it by reducing it (the principal); and affects a Mortgagee's Final Foreclosure Decree; and should not be concealed or blocked to update the Court of Common Pleas' foreclosure case record. A Mortgagor's Bankruptcy Court's Order of Discharge discharges or extinguishes or eliminates entirely a Mortgagor's personal liabilities on the mortgage Promissory Note and should not be concealed or blocked to update the Court of Common Pleas' foreclosure case record; and affects a Mortgagee's Final Foreclosure Decree by making it "*in*

rem" only. This instant case shows a statewide conflict pertaining to O.R.C. § 2329.191. O.R.C. §

2329.191(B) provided in pertinent part as follows:

(B) In every action demanding the judicial sale of residential real estate consisting of one to four single-family units, the party seeking that judicial sale shall file with the clerk of the court of common pleas within fourteen days after filing the pleadings requesting relief a preliminary judicial report on a form that is approved by the department of insurance that is prepared and issued by a duly licensed title insurance agent on behalf of a licensed title insurance company or by a title insurance company that is authorized by the department of insurance to transact business in this state. The preliminary judicial report shall be effective within thirty days prior to the filing of the complaint or other pleading requesting a judicial sale and shall include at least all of the following:

- (1) A legal description of each parcel of real estate to be sold at the judicial sale;
- (2) The street address of the real estate or, if there is no street address, the name of the street or road upon which the real estate fronts together with the names of the streets or roads immediately to the north and south or east and west of the real estate;
- (3) The county treasurer's permanent parcel number or other tax identification number of the real estate;
- (4) The name of the owners of record of the real estate to be sold;
- (5) A reference to the volume and page or instrument number of the recording by which the owners acquired title to the real estate;
- (6) A description of the record title to the real estate; however, easements, restrictions, setback lines, declarations, conditions, covenants, reservations, and rights-of-way that were filed for record prior to the lien being foreclosed are not required to be included;
- (7) The name and address of each lienholder and the name and address of each lienholder's attorney, if any, as shown on the recorded lien of the lienholder.

Prior to submitting any order or judgment entry to a court that would order the sale of the residential real estate, the party submitting the order or judgment entry shall file with the clerk of the court of common pleas a final judicial report that updates the state of the record title to that real estate from the effective date of the preliminary judicial report through...

74. O.R.C. § 2329.191(B)(7) establishes a mandatory compliance enabling the records of a Bankruptcy Trustee's distribution payment(s) to a Mortgagee and a Bankruptcy Court's Order of Discharge to be updated to a Court of Common Pleas' Foreclosure case's record prior to a Sheriff's Foreclosure Sale of a real estate. Certiorari should be granted because this is a case of (1) first impression; and of (2) great public interest; and (3) it is an outlier; and (4) it is a unique case and the



first of its kind; and (5) its specific issues and legal matters have no precedents and no lower Courts' binding and controlling authorities. Pertaining to O.R.C. § 2329.191(B), in *GMAC Mtge., L.L.C. v. Jacobs*, 196 Ohio App.3d 167, 2011-Ohio-1780, it was specifically and conspicuously held as follows:

{¶ 22} O.R.C. § 2329.191 requires the filing of preliminary and final judicial reports in foreclosure actions. The statute provides that “[p]rior to submitting any order or judgment entry to a court that would order the sale of the residential real estate, the party submitting the order or judgment entry shall file with the clerk of the court of common pleas a final judicial report \* \* \*.” O.R.C. § 2329.191(B) The preliminary report must contain the property’s legal description, address, parcel number, owner’s name, a reference to the volume and page where the deed was recorded, ... O.R.C. § 2329.191(B)(1) through (7). *The purpose of the final report is to “update the state of the record title”* to the property at issue. O.R.C. § 2329.191(B). “The legislature’s decision to include this mandatory language in the statute evidences the legislature’s understanding of the importance of establishing a definitive record of title in a foreclosure action prior to the ultimate sale or disposition of the property.”

{¶ 23} ... It is undisputed that a final judicial report was not filed prior to submitting the judgment that would order the sale of the residential real estate. “*In light of the mandatory language contained in O.R.C. § 2329.191,*” we conclude that where a party submitting the order or judgment entry of foreclosure fails to file a final judicial report, the trial court commits reversible error in entering a decree of foreclosure.

75. Here comes a conflict that the U.S. Supreme Court should resolve, because conversely, in *First Merchants Bank v. Gower*, 2012-Ohio-833, the Court held as follows:

{¶ 8} On April 19, 2011, the trial court entered a Decision and Judgment Entry determining that O.R.C. § 2329.191 is unconstitutional because it violates the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution and the Separation of Powers doctrine inherent in the Ohio Constitution.

{¶ 14} The trial court held that this statute violates the Separation of Powers doctrine because it conflicts with Darke County Local Rule 11C, which permits such reports to be prepared and issued by any licensed attorney – not just title insurance agents and companies. The trial court further found that by excluding attorneys from preparing these judicial reports, the General Assembly violated the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution as well as the Equal Protection Clause contained in Article I, Section 2, of the Ohio Constitution.

76. In this present case, this conflict pertaining to O.R.C. § 2329.191(B)(7) is causing the Franklin County Court of Common Pleas to disregard and fully block the Bankruptcy Trustee’s distribution payment to the Mortgagee Citimortgage, Inc.; and block Petitioner’s Bankruptcy Court’s Order of Discharge to update the Court of Common Pleas’ foreclosure case record; in order to unlawfully and

unconstitutionally and fraudulently order the Sheriff's Sale of Petitioner's paid off entirely real property; and in order to further get the amount of Petitioner's personal liabilities that was extinguished or eliminated entirely by the Bankruptcy Court's Order of Discharge, in disregard that there is a want of jurisdiction in this case at bar.

77. Certiorari should be granted because this is a case of great general interest. Each year, creditors file tens of thousands of foreclosure actions in Ohio Courts. In 2016 alone, 44,913 foreclosures were filed in Ohio. See 2016 Ohio Courts Statistical Summary, p. 55 – which is available at <https://www.supremecourt.ohio.gov/Publications/annrep/16OCSR/summary/2016OCS.pdf>

78. To provide clear title to purchasers and to improve the nationwide mortgage industry to attract more investors, it is required for creditors not to conceal payments received from Bankruptcy Trustees; and not to conceal mortgagors' Bankruptcy Courts' Order of Discharge in foreclosure actions. The other thing that will be addressed in this case at bar is "when do the Mortgagee's fiduciary duties owed to a Mortgagor under RESPA Regulations end, specifically when a foreclosure complaint was filed?"

79. Foreclosures are the most common form of civil actions filed. In this instant case where there is a want of jurisdiction, the Supreme Court of Ohio's decision entry denying a writ of prohibition wholly disrupts the foreclosure process and the Ohio's real estate market. In *in re Kenneth Wells*, 407 B.R. 873 (Bankr. N.D. Ohio 2009), the Bankruptcy Court held as follows:

Many, if not most, debtors file a chapter 13 reorganization case after falling behind in payments due under a note secured by a mortgage on their homes; their goal is to save their home by paying amounts required under the bankruptcy code. Among other obligations, these debtors commit under a chapter 13 plan to (a) pay the prepetition arrearages due under the note through the plan; and (b) make each post-petition payment under the note as it becomes due.

80. In this present case, a Mortgagee's Final Foreclosure Judgment (see Appendix: 21 and Appendix: 22) was paid off entirely by a Bankruptcy Trustee's distribution payment to the Mortgagee Citimortgage, Inc., which patently and unambiguously divested the jurisdiction of the Court of Common Pleas and extinguished the Mortgagee Citimortgage, Inc.'s justiciable controversy against Petitioner; consequently, in the November 05, 2018 trial, the Mortgagee Citimortgage, Inc., honestly

and conspicuously and convincingly admitted to have received “**payments**” on the outstanding Petitioner’s Mortgage loan lien account, which paid it off entirely and reduced it to a \$0.00 account balance, (see Appendix: 20) and (see also Appendix: 19).

81. Appendix: 19 shows on page number 3 of 3 that specifically and conspicuously the Bankruptcy Trustee made a “**SINGLE**” principal distribution payment of \$11,018.00 to the Mortgagee Citimortgage, Inc., on November 12, 2015, which overpaid Petitioner’s Mortgage loan lien account; and paid it off entirely and reduced it to a \$0.00 account balance. Appendix: 20 shows on page number 46 that specifically and conspicuously the Mortgagee Citimortgage, Inc., on November 05, 2018 honestly and conspicuously and convincingly admitted to have received “**PAYMENTS**” on the outstanding Petitioner’s Mortgage loan lien account as follows:

13 -14. Q. And have there been any other payments after that?

15. A. There have not.

16-18. Q. Okay. Now, I know that years later “**some more payments**” were applied to this account.

19. A. Correct.

20. Q. And can you tell me how that occurred?

21-22. A. Yes. That was a result of a bankruptcy filing by Mr. Nyamusevya in 2015.

23-24. Q. Okay. And in that bankruptcy certain payments were applied to the account?

25. A. Correct.

82. Petitioner’s Chapter 13 Bankruptcy Trustee held the funds and did not distribute payments regularly but accumulated the funds. The Mortgagee Citimortgage, Inc., didn’t seek any protection against the risk of excess accumulations in the hands of the Chapter 13 Bankruptcy Trustee, by seeking to have the Chapter 13 plan to include a schedule for regular disbursement of collected funds. On May 18, 2015, the U.S. Supreme Court held in *In Harris v. Viegelahn* Case No.: 14-400 as follows:

Petitioner Harris, ... creditors and \$3,700 behind on his home mortgage payments to Chase Manhattan, filed a Chapter 13 bankruptcy petition. His court-confirmed plan provided that he would resume making monthly mortgage payments to Chase, and that \$530 per month would be withheld from his postpetition wages and remitted to the Chapter 13 trustee, respondent Viegelahn. Trustee Viegelahn would make monthly payments to Chase to pay down Harris’ mortgage arrears, and distribute remaining funds to Harris’ other creditors... One service provided by a Chapter 13 trustee is disbursing “payments to creditors. 11 U.S.C. §1326(c).

The Bankruptcy Code provides diverse courses overburdened debtors may pursue to gain discharge of their financial obligations, and thereby a “fresh start.” *Marrama v. Citizens Bank of Mass.*, 549 U. S. 365, 367 (2007) (quoting *Grogan v. Garner*, 498 U. S. 279, 286 (1991))

Chapter 13 works differently. A wholly voluntary alternative to Chapter 7, Chapter 13 allows a debtor to retain his property if he proposes, and gains court confirmation of, a plan to repay his debts over a three- to five-year period. §1306(b), §1322, §1327(b).

83. 11 U.S.C. §1326(c) provides as follows:

(c) Except as otherwise provided in the plan or in the order confirming the plan, the trustee shall make payments to creditors under the plan.

84. Certiorari should be granted here because on May 18, 2015, the U.S. Supreme Court held in *In Harris v. Viegelahn* Case No.: 14-400 that, “One service provided by a Chapter 13 Trustee is disbursing payments to creditors. 11 U.S.C. §1326(c);” furthermore, 11 U.S.C. §1326(c) provides specifically and conspicuously that “the trustee shall make payments to creditors under the plan,” but because the creditor filed a foreclosure case against Mortgagor Viegelahn, the U.S. Supreme Court did not reach to establish a precedent allowing a Chapter 13 Trustee’s disbursed payments to creditors or Mortgagees under 11 U.S.C. §1326(c) to be [automatically] lodged in the office of the clerks of the Courts of Common Pleas nationwide, and entered and docketed in the foreclosure cases’ records nationwide. Currently, a Chapter 13 Trustee’s disbursed payments to creditors or Mortgagees under 11 U.S.C. §1326(c) cannot automatically be lodged in the office of the clerk of the Courts of Common Pleas, and entered and docketed in the foreclosure cases’ records. In this instant case, the Franklin County Court of Common Pleas Ohio unlawfully and unconstitutionally and fraudulently and corruptly and *under-color-of-law* blocked the Chapter 13 Trustee’s disbursed payments to the Mortgagee Citimortgage, Inc., under 11 U.S.C. §1326(c); and further blocked Petitioner’s Bankruptcy Court’s Order of Discharge under 11 U.S.C. § 724(a); which couldn’t automatically be lodged in the office of the clerk of the Courts of Common Pleas, and entered and docketed in the record of the September 14, 2010 Foreclosure Case No.: 2010-CVE-09-13480, as a matter of law and the facts.

85. The Mortgagee Citimortgage, Inc., on November 05, 2018 in violation of O.R.C. § 2329.191(B)(7) concealed upon the Court of Common Pleas' case record that the Bankruptcy Trustee made a "SINGLE" principal distribution payment of \$11,018.00, which patently and unambiguously divested the jurisdiction of the Court of Common Pleas, pursuant to Article IV, Section 4(B), of the Ohio Constitution and the statutory provision under O.R.C. § 2305.01. Thereafter, unlawfully and unconstitutionally and in violation of the law of the case doctrine and in violation of Article IV, Section 4(B), of the Ohio Constitution and the mandate under O.R.C. § 2305.01; the Mortgagee Citimortgage, Inc., on November 15, 2018 was granted an unenforceable and invalid Foreclosure Decree (see Appendix: 22) against Petitioner, in violation of O.R.C. § 2329.191(B)(7), which was fraudulently granted prior to the filing of the mandatorily required "Final Judicial Report," *GMAC Mtge., L.L.C. v. Jacobs*, 196 Ohio App.3d 167, 2011-Ohio-1780.

86. Petitioner filed on May 01, 2019 a Bankruptcy Petition in the Bankruptcy Case No.: 2:19-bk-52868, in which the Mortgagee Citimortgage, Inc., was notified and participated in; and in which under the penalty of perjury the Mortgagee Citimortgage, Inc., was not listed as a "creditor" on Petitioner's Official Bankruptcy Schedules, because Petitioner's real estate was satisfied and paid off entirely and was not a mortgaged property, which is substantiated by the August 06, 2019 Petitioner's Official Bankruptcy Schedule Form 108: Statement of Intention, (see Appendix: 18), which provides that: "Part 1: Retain the property: Satisfied; Paid in Full; Exempted; I owe \$0.00."

87. After the Mortgagee Citimortgage, Inc., appeared and participated in Petitioner's May 01, 2019 Bankruptcy Case No.: 2:19-bk-52868, it is undisputed that the Court of Common Pleas' docketing record in the Foreclosure Case No.: 2010-CVE-09-13480 shows a journal entry that the Mortgagee Citimortgage, Inc., on July 15, 2020 filed a fraudulent Commitment for Title Insurance entitled as "Supplemental Final Judicial Report" (see Appendix: 17) after the granting of the November 15, 2018 unenforceable and invalid Foreclosure Decree (see Appendix: 22) against Petitioner, in violation of O.R.C. § 2329.191(B)(7), *GMAC Mtge., L.L.C. v. Jacobs*, 196 Ohio App.3d 167, 2011-Ohio-1780,

which specifically and conspicuously concealed that Petitioner was granted a Bankruptcy Court Order of Discharge on November 21, 2019 (see Appendix: 16); and further concealed that Petitioner's ex-spouse Consolata Nkurunziza was granted a Bankruptcy Court Order of Discharge on January 21, 2016 (see Appendix: 23) in the Bankruptcy Case No.: 2:15-bk-53820 that was files as ECF Doc. 58; and further concealed that the Bankruptcy Trustee made a "SINGLE" principal distribution payment of \$11,018.00, which patently and unambiguously reduced the outstanding Petitioner's Mortgage loan lien account to a \$0.00 account balance; and which patently and unambiguously divested the jurisdiction of the Franklin County Court of Common Pleas; and which extinguished the Mortgagee Citimortgage, Inc.'s justiciable controversy against Petitioner; thus, this is how the mortgage fraud operates today, by involving a title insurance company to block the update to the title of a real estate; hence, the Justices of the U.S. Supreme Court should take notice of this scheme involving a title insurance company to produce deficient and fraudulent final judicial reports. "Good catch!"

88. In this instant case, it is undisputed that after the Foreclosure Complaint (see Appendix: 2) was filed on September 14, 2010 in the Foreclosure Case No.: 2010-CVE-09-13480, the Mortgagee Citimortgage, Inc., received a payment from Petitioner (see Appendix: 20) and thereafter received a final payment from the Bankruptcy Trustee (see Appendix: 19). In its attempt to unlawfully and unconstitutionally continue its jurisdiction and order the Sheriff's Foreclosure Sale of Petitioner's real property; the Franklin County Court of Common Pleas blocked the update to the title of Petitioner's real estate in violation of O.R.C. § 2329.191(B)(7), because it was from a different forum. In this case, there was a total and complete want of jurisdiction by the Franklin County Court of Common Pleas Ohio. Petitioner sought a writ of prohibition in the Supreme Court of Ohio, which has jurisdiction to issue the writ of prohibition to prevent excesses of the Franklin County Court of Common Pleas Ohio.

89. Unfortunately, Petitioner being a *pro-se* litigant was deprived of a substantial right and was seriously prejudiced by the Supreme Court of Ohio, which denied issuing the writ of prohibition; and which disregarded the evidentiary facts; and which disregarded that the Franklin County Court of

Common Pleas blocked the update of the title to Petitioner's real estate in violation of O.R.C. § 2329.191(B)(7); and which disregarded its own precedents. *State ex rel. Ruessman v. Flanagan* 65 Ohio St.3d 464 (1992); see also *State ex rel Adams v. Gusweiler* (1972), 30 Ohio St.2d 326, 59 O.O.2d 387, 285 N.E.2d 22. On December 10, 1992 the Ohio Supreme Court held in *State ex rel. Ruessman v. Flanagan* 65 Ohio St.3d 464 (1992) as follows:

However, we have also recognized a corollary to these general propositions and have held that "[w]here there is a total want of jurisdiction on the part of a court, a writ of prohibition will be allowed \* \* \*." *State ex rel Adams v. Gusweiler* (1972), 30 Ohio St.2d 326, 59 O.O.2d 387, 285 N.E.2d 22, paragraph two of the syllabus. We have applied this corollary only in instances where "there is a 'patent and unambiguous restriction' on the jurisdiction of the court which clearly places the dispute outside the court's jurisdiction (*State ex rel. Gilla v. Fellerhoff, supra* [44 Ohio St.2d], at page 88 [73 O.O.2d at 329, 338 N.E.2d at 523]) \* \* \*." *State ex rel. Butler Cty. Bd. of Commrs. v. Butler Cty. Court of Common Pleas* (1978), 54 Ohio St.2d 354, 356, 8 O.O.3d 359, 360, 376 N.E.2d 1343, 1345. See, also, *State ex rel. Natalina Food Co. v. Ohio Civil Rights Comm.* (1990), 55 Ohio St.3d 98, 562 N.E.2d 1383; *State ex rel. The Ohio Company v. Maschari* (1990), 51 Ohio St.3d 18, 553 N.E.2d 1356; *State ex rel. Pearson v. Moore* (1990), 48 Ohio St.3d 37, 548 N.E.2d 945; *State ex rel. Aycock v. Mowrey* (1989), 45 Ohio St.3d 347, 544 N.E.2d 657; *State ex rel. Smith v. Court of Common Pleas* (1982), 70 Ohio St.2d 213, 24 O.O.3d 320, 436 N.E.2d 1005.

90. The justices of the U.S. Supreme Court should correctly and unanimously agree that the Bankruptcy Trustee's "SINGLE" principal distribution payment of \$11,018.00 to the Mortgagee and Petitioner's Bankruptcy Court's Order of Discharge from a different forum place the dispute outside the Franklin County Court of Common Pleas' jurisdiction, merely for being from a different forum; hence, the U.S. Supreme Court should prohibit the Supreme Court of Ohio to disregard its own conflicting precedents. (*State ex rel. Gilla v. Fellerhoff, supra* [44 Ohio St.2d], at page 88 [73 O.O.2d at 329, 338 N.E.2d at 523]) \* \* \*." *State ex rel. Butler Cty. Bd. of Commrs. v. Butler Cty. Court of Common Pleas* (1978), 54 Ohio St.2d 354, 356, 8 O.O.3d 359, 360, 376 N.E.2d 1343, 1345.

91. The Ohio Supreme Court denied Petitioner's request for a writ of prohibition and disregarded that there was a "total and complete want of jurisdiction" on the part of the Franklin County Court of Common Pleas, Ohio and that a writ of prohibition would be allowed because there was no adequate remedy in the ordinary course of the law by way of an appeal. Following the Supreme Court of Ohio's

decision in *State ex rel Adams v. Gusweiler* (1972), 30 Ohio St.2d 326, 59 O.O.2d 387, 285 N.E.2d 22, paragraph two of the syllabus the Supreme Court of Ohio held as follows:

Where there is a total want of jurisdiction on the part of a court, a writ of prohibition will be allowed to arrest the continuing effect of an order issued by such court, even though the order was entered on the journal of the court prior to the application for the writ of prohibition. (The second sentence of the third paragraph of the syllabus of *State, ex rel. Frasch, v. Miller*, 126 Ohio St. 287; the second paragraph of the syllabus of *Marsh v. Goldthorpe*, 123 Ohio St. 103; and the fifth paragraph of the syllabus of *State, ex rel. Brickell, v. Roach*, 122 Ohio St. 117, distinguished.)

If an inferior court is without jurisdiction whatsoever to act, the availability or adequacy of a remedy of appeal to prevent the resulting injustice is immaterial to the exercise of supervisory jurisdiction by a superior court to prevent usurpation of jurisdiction by the inferior court. See *State, ex rel. Northern Ohio Telephone Co., v. Winter* (1970), 23 Ohio St.2d 6. See, also, *Hall v. American Brake Shoe Co.* (1968), 13 Ohio St.2d 11, 13.

92. The U.S. Supreme Court should also address this conflict that “a writ of prohibition will be issued only to prevent the commission of a future act, and not to undo an act which is already performed,” in *State, ex rel. Frasch, v. Miller*, 126 Ohio St. 287, the Supreme Court of Ohio conflictingly to in *State ex rel Adams v. Gusweiler* (1972), 30 Ohio St.2d 326, 59 O.O.2d 387, 285 N.E.2d 22, decided as follows:

Final judgment was entered against the plaintiff in error Stella K. Frasch, and then, and not until then, did she file her application for a writ of prohibition in the Court of Appeals. A writ of prohibition will be issued only to prevent the commission of a future act, and not to undo an act which is already performed. *State, ex rel. Brickell, v. Roach, supra*; *Marsh v. Goldthorpe, Mayor, supra*

93. On June 28, 1972, in State 30 Ohio St.2d 326 (1972) the Ohio Supreme Court decided as follows:

If an inferior court is without jurisdiction whatsoever to act, the availability or adequacy of a remedy of appeal to prevent the resulting injustice is immaterial to the exercise of supervisory jurisdiction by a superior court to prevent usurpation of jurisdiction by the inferior court. See *State ex rel. Northern Ohio Telephone Co. v. Winter* (1970), 23 Ohio St.2d 6. See, also, *Hall v. American Brake Shoe Co.* (1968), 13 Ohio St.2d 11, 13.

Our present opinion is that a strict adherence to that rule exalts form over substance, particularly where, as here, a total and complete want of jurisdiction by the lower court the presented and the issuance of the writ will serve to arrest authority to act of the arbitrator appointed by that court.



Thus, a court which has jurisdiction to issue the writ of prohibition as well as the writs of procedendo and mandamus has plenary power, not only to prevent excesses of lower tribunals but to correct the results thereof and to restore the parties to the same position they occupied before the excesses occurred.

94. The U.S. Supreme Court should also address this conflict that, "prohibition will lie even when an adequate legal remedy exists." On June 12, 2008, in *Roberts v. Winkler* 893 N.E.2d 534 (2008), the Ohio Court of Appeals decided as follows:

{¶12} The Ohio Supreme Court has held that prohibition will lie even when an adequate legal remedy exists, "[w]here there is a total want of jurisdiction on the part of a court[.] *State ex rel. Adams v. Gusweiler* (1972), 30 Ohio St.2d 326, 285 N.E.2d 22, paragraph two of the syllabus. Thus, when a court is patently and unambiguously without jurisdiction to act, the availability or adequacy of a remedy is immaterial to the issuance of a writ of prohibition. *State ex rel. Fogle v. Steiner*, 74 Ohio St.3d 158, 161, 1995-Ohio-278, 656 N.E.2d 1288; see, also, *State ex rel. Ney v. Allen* (1990), 64 Ohio App.3d 574, 577, 582 N.E.2d 46.

95. In this present case, the Mortgagee Citimortgage, Inc.'s Final Foreclosure Judgment (see Appendix: 21 and Appendix: 22) was paid off entirely by a Bankruptcy Trustee's distribution payment to the Mortgagee Citimortgage, Inc., which patently and unambiguously divested the jurisdiction of the Court of Common Pleas and extinguished the Mortgagee Citimortgage, Inc.'s justiciable controversy against Petitioner; thereafter, in the November 05, 2018 trial, the Mortgagee Citimortgage, Inc., honestly and conspicuously and convincingly admitted to have received "the wholly satisfaction of payments" on the outstanding Petitioner's Mortgage loan lien account, which paid it off entirely and reduced it to a \$0.00 account balance. In *Scott v. Denver* 125 Colo. 68 (Colo. 1952), it was held that:

3. JUDGMENTS — Satisfaction: "The satisfaction of a judgment by the one liable thereunder and a receipt by the opposite party, operates to extinguish it for all purposes."

... The satisfaction of a judgment by the one liable thereunder and a receipt by the opposite party, operates to extinguish it for all purposes. 49 C.J.S., p. 1058, § 577.

96. In *Morris North American, Inc. v. King* 430 So. 2d 592 (Fla. Dist. Ct. App. 1983), the Court held as follows:

We begin our analysis by noting the fundamental principle that "a satisfaction of judgment is the last act and end of the proceeding." 47 Am.Jur.2d, Judgments § 979 at 80. See *Hendry v. Benlisa*, 37 Fla. 609, 20 So. 800 (1896); *Weaver v. Stone*, 212 So.2d 80 (Fla. 4th DCA 1968); *Walker v. U-Haul Co.*, 300 So.2d 289 (Fla. 4th DCA 1974). See also *Neustein v. Insurance*

*Placement Facility*, 271 Pa. Super. 126, 412 A.2d 608 (1979). A satisfaction signifies that the litigation is over, the dispute is settled, the account is paid. *Dock Marine Construction Corp. v. Parrino*, 211 So.2d 57 (Fla. 3d DCA 1968)

97. In *Dooley v. Cal-Cut Pipe Supply* 593 P.2d 360 (Colo. 1979), the Court held as follows:

[2] The law is well settled that a satisfaction of judgment is the last act and end of a proceeding. See *Scott v. Denver*, 125 Colo. 68, 241 P.2d 857 (1952); *Cason v. Glass Bottle Blowers Ass'n*, 113 Cal. App.2d 263, 247 P.2d 931 (1952); *Stull v. Allen*, 165 Kan. 202, 193 P.2d 207 (1948); 49 C.J.S. Judgments § 577. It extinguishes the judgment for all purposes and thereby promotes the interests of certainty and repose.

98. In *Johnson v. BMW of North America*, 583 So. 1333 (Ala. 1991), the Alabama Supreme Court held as follows:

This is an apparent case of first impression in Alabama. Courts in other jurisdictions, however, have held that a satisfaction of judgment is the end of a proceeding and bars any final judgment. (Citations Omitted)...

99. In this present case, the Supreme Court of Ohio should have not disregarded that by denying issuing the writ of prohibition, the nationwide Courts of Common Pleas would be allowed to block the update of the title record to a satisfied real estate; and allowed to block the Bankruptcy Trustees' distribution payments to Mortgagees and to block the Mortgagors' Bankruptcy Courts' Order of Discharge to be lodged in the office of the clerk of the Courts of Common Pleas, and entered and docketed in the foreclosure cases' records.

100. It is undisputed that mortgage fraud is still rampant in the U.S.A and it is getting new sophisticated schemes; consequently, the public's hope and dream of owning a place called a satisfied residential home is unreachable to many hard working families; consequently, the U.S.A. suffered a nationwide mortgage foreclosure crisis in 2007 to 2008. Currently, the U.S. government is still fighting against highly sophisticated mortgage fraud. This instant case reveals the actors and their operation of current highly sophisticated mortgage fraud, to unlawfully and unconstitutionally confiscating and depriving homeowners' satisfied and paid off entirely residential real estates. "What a crisis!"

**Nationwide Consequence if the Petition is not Granted:**

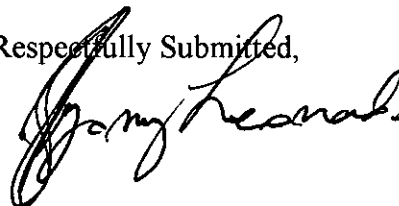
101. Since the U.S. Supreme Court is the highest Court of last resort, in the event the "Petition" would be denied; consequently, Petitioner will be seriously and substantially prejudiced by the U.S. Supreme Court's denial and will suffer the irreparable loss of his satisfied and paid off entirely real estate and his lifetime investment money that was paid to the Mortgagee Citimortgage, Inc.; and will forever be foreclosed to seek redress in an impartial tribunal and before highly impartial justices, in a litigation involving his sole residential real estate, which is his only asset of significance. The nationwide mortgage industry would be affected and re-defined as a scammer platform to swindling and stealing homeowners' hard-earned lifetime investments, which was paid to Mortgagees.

102. The nationwide Courts of Common Pleas would be allowed to block the update of the title record to a satisfied real estate; and allowed to block the Bankruptcy Trustees' distribution payments to Mortgagees and to block the Mortgagors' Bankruptcy Courts' Orders of Discharge to be lodged in the office of the clerk of the Courts of Common Pleas, and entered and docketed in the foreclosure cases' records, for being from a different forum, which is different from the Courts of Common Pleas' forum.

**CONCLUSION**

103. The impartial Justices of the Supreme Court of the United States of America should grant Petitioner's Petition for a writ of certiorari. As an exhausted and unfortunate and honest *pro-se* litigant, Petitioner prays that Certiorari should be granted in order to prevent substantial irreparable harms from affecting Petitioner.

Respectfully Submitted,



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