

No. 22-11661

IN THE
SUPREME COURT OF THE UNITED STATES

KEITH THOMAS – *Petitioner*

Vs.

**BANK OF AMERICA, N.A. a/k/a BAC HOME LOANS SERVICING,
LLP, a/k/a Countrywide Home Loans Servicing, LP, a/k/a Bank of
America Corp., - *Respondent*,**

RUBIN LUBLIN, LLC., - *Respondent*

MCGUIRE WOODS, LLP, - *Respondent*

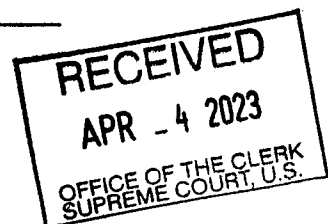
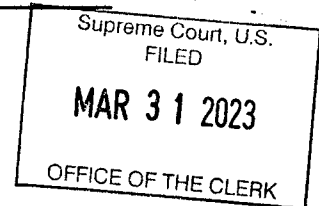
**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
a/k/a Merscorp Holdings, Inc. Collectively known as MERS –
*Respondent***

**SELECT PORTFOLIO SERVICING, INC., et al. – *Respondent*
NORTHSTAR MORTGAGE GROUP, LLC, - *Respondent***

On Petition for a Writ of Certiorari to The United
States Court of Appeals for the 11th Circuit
Appeal No. 22-11661

PETITION FOR WRIT OF CERTIORARI

Submitted by: Keith Thomas, pro se
P.O. Box 960242
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404-838-0394
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March 30, 2023



QUESTIONS PRESENTED

1. Did the district court improperly apply Rule 11 sanctions against this petitioner basically stripping him of his 1st amendment rights and 7th amendment rights in an unconstitutional manner and did the 11th Circuit Court of Appeals improperly uphold the Rule 11 sanctions applied by the district court?

2. Did the district court improperly convey banking and financial authority upon Mortgage Electronic Registration Systems, Inc., a/k/a MERS and Merscorp Holdings, Inc. by refusing to accept the findings by the federal courts in the case of MERS, Inc. v. Nebraska Department of Banking and Finance, 704 N.W. 2d 784 (2005) and did the 11th Circuit Court of Appeals Order confirm and support the bestowing of banking and financial authority upon this same non-banking and financing entity?

3. Did the actions and authority of an unauthorized private attorney working as a contractor or contracted employee with a Georgia foreclosure law firm constitute a lawful transfer of a financial interest within this petitioner's Georgia residential property when that alleged financial transfer of interest violated Georgia law?

4. Did the district court and other justices in the 11th Circuit Court of

Appeals operate and issue orders improperly in light of the obvious conflicts of interests they are held with one or more of the defendants named to this petitioners' complaints before the federal courts?

LIST OF THE PARTIES

Keith Thomas,
Petitioner

Bank of America, N.A. a/k/a BAC Homes Loans Servicing, LLP, a/k/a Countrywide Home Loans Servicing, LP a/k/a Bank of America Corp.,
Respondent

Rubin Lublin, LLC,
Respondent

McGuire Woods, LLP-GA
Respondent,

Mortgage Electronic Registration Systems, Inc. a/k/a Merscorp Holdings, Inc., collectively known as MERS,
Respondent

Select Portfolio Servicing, Inc.
Respondent

Northstar Mortgage Group, LLC,
Respondent

CORPORATE DISCLOSURE STATEMENT

Petitioner is not a corporation, have no corporate affiliations and is not a sublet or subdivision of any corporate entity(s) that stock in denominations of 10 percent or greater can be held by any person(s) or any other entity(s) either foreign or domestic.

RELATED PROCEEDINGS

The following proceedings are directly related to this case within the meaning of Rule 14.1(b)(iii);

Keith Thomas v. Bank of America, N.A. et al., No. 1:21-cv-03369-WMR, U.S. District Court for the Northern District of Georgia, Atlanta, Division. Judgment entered June 11, 2022.

Keith Thomas v. Bank of America, N.A., et al., No. 22-11661-AA U.S. Court of Appeals for The Eleventh Circuit. Judgment Entered January 3, 2023.

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IN THE
SUPREME COURT OF THE UNITED STATES
PETITION FOR WRIT OF CERTIORARI

Petitioner Keith Thomas respectfully petitions for a writ of certiorari to review judgment of the United States Court of Appeals for the 11th Circuit in this case. Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

OPINIONS BELOW

The opinion of the 11th Circuit Court of Appeals is not published in the Federal Reporter but is attached to this petition and referenced at all times relevant. The district court's order granting judgment in favor of the defendants and authorizing Rule 11 sanctions against this petitioner is unpublished.

The opinion of the United States Court of Appeals for the 11th Circuit is attached hereto as Appendix "A" and is unpublished.

The opinion of the United States district court for the northern district of Georgia, Atlanta division is attached hereto as Appendix "B" and is unpublished.

JURISDICTION

The judgment of the Court of Appeals for the 11th Circuit was entered

on January 3, 2023. On January 17, 2023 this petitioner submitted a Notice of Intent to petition the United States Supreme Court. This petition for writ of certiorari is being timely filed within the 90 days of the January 3, 2023 opinion of the 11th Circuit Court of Appeals. The jurisdiction of this Court is invoked under 28 U.S.C. § 1254(1).

STATUTORY PROVISIONS

28 U.S.C. § 455(a) provides; Any justice, judge, or magistrate judge of the United States shall disqualify himself in any proceeding in which his impartiality might reasonably be questioned. 28 U.S.C. § 455 (b)(1) provides; Where he has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts concerning the proceeding;.

The First Amendment to the United States constitution provides; Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the government for a redress of grievances.

The Seventh Amendment to the United States constitution provides; In all suits at common law, where the value in controversy shall exceed

twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise reexamined in any court of the United States, than according to the rules of the common law.

Federal Rule of Civil Procedure 11(c)(2) provides; A motion for sanctions must be made separately from any other motion and must describe the specific conduct that allegedly violates Rule 11(b). The motion must be served under Rule 5, but it must not be filed or be presented to the court if the challenged paper, claim, defense, contention, or denial is withdrawn or appropriately corrected within 21 days service or within another time the court sets. If warranted, the court may award to the prevailing party the reasonable expenses, including attorney's fees, incurred for the motion.

INTRODUCTION

Docket numbers 43, 55, 56 63 and 65 tracks the path of event within this present case at the district court level by which it is crystal clear that counsel for the opposing party(s) sought a Rule 11 sanction order to be issued by the district court against this petitioner. According to the facts and evidence of this entire case, the attorneys for the defendants were permitted by the district court to file their motion for Rule 11 sanctions in a manner and method that circumvented Fed R. Civ P. 11(c)(2) that would have

required a 21 day waiting period following the filing of a motion for Rule 11 sanctions. In this case, the petitioner objected to both the fact that he was not permitted the statutory 21 day waiting period following the filing of the motion for sanctions and also objected to the filing of the motion based upon the prejudicial nature as to why the motion was being entertained by the district court. *See district court docket #63.*

The reason the defendants sought to have the Rule 11 sanctions to be issued against this petitioner was to suppress all of the facts and the truth surrounding their affiliations with the initial fraudulent assignment document dated 23 August 2010 described within the filings of this case as a fraudulent Assignment of a Security Deed document that the defendants have not offered any supporting truth or factual evidence that could make that particular document real by any standard or measure of state or federal law.

The petitioner introduced a Nebraska State civil case within his filings before the district court entitled *State of MERS, Inc. v Nebraska Dept. of Banking and Finance*, 704 N.W. 2d 784 (2005). This specific non-published case was decided in a federal court and without extensive research, has very little public exposure, however, the contents and the

events of this specific case outlines testimony offered into a federal court record by attorneys for MERS, Inc. that clearly depicts MERS, Inc. as a non-banking entity with no capabilities of conducting, creating or becoming involved in any financial transaction within a real property transaction. The facts of this case goes further to support the majority of this petitioner's claims against defendant MERS, Inc. in this present case and also supports this petitioner's claims that any and all statements made by the defendants that the purported fraudulent 23 August, 2010 assignment documents did not confer a financial interest into the real property that is identified as belonging to this petitioner and referenced at all times within this and all other complaints presently and previously filed by this petitioner.

The elements of this petition outlined and detailed a pattern of racketeering activity currently and previously being performed by the named defendants based on several factors. The defendants named to this petition have all been engaged in fraud, mail fraud, wire fraud, property fraud and multiple levels of extortion on this petitioner and also on the populous in general. The facts of this petition were not disputed by the defendants but were systematically shielded by the district court in a structural way. To quote the district Judge [Judge William Ray] he stated in open court, "Mr.

Thomas, I can not give you any relief in this court because I am structurally prohibited.”...this statement made into the records was made in spite of and prior to the finding of any additional facts supporting the racketeering lawsuit that he was presiding over. This statement was made by Judge Ray in conjunction with him stating that he was not sure if he had any affiliations with defendant MERS, Inc. within his recent residential mortgage transaction which was eventually introduced into the facts and evidence of this case by the petitioner and as a result, Judge Ray ordered that the information concerning both his personal residential mortgage and also the personal residential mortgage transactions of the Magistrate Judge named to this case, be placed under court ordered seal. *See district court docket #52.*

The district courts flat out refusal to apply established legal theory that was outlined and stated by attorneys for MERS, Inc. before a Nebraska federal court of MERS, Inc.’s ability and authority within a residential mortgage transaction, within a financial transaction affecting a residential mortgage and also the facts that clearly establishes how and when MERS, Inc. can become engaged into and transact within a residential mortgage transaction, clearly established a pattern of prejudice against this petitioner in this case and also established multiple sets of standards by which MERS,

Inc. can operate depending on which State that MERS, Inc. is involved in transacting residential mortgage transactions within at the time. In other words, in Nebraska, MERS, Inc. is prohibited from becoming involved in a residential transaction if the owner of the note, lender or holder in due course attached to a parcel of real property is NOT in good standing. But in Georgia, if MERS, Inc. seeks to become involved in a residential mortgage transaction, MERS, Inc. can simply do whatever they please and, based on the rulings of the district court, it does not matter if the lender even exists or whether or not the individual claiming to be affiliated with or representing MERS, Inc., actually have standing to involve MERS, Inc. into any such transaction(s) such as in this instant case.

According to the Georgia Department of Banking and Finance, this petitioner's lender, Northstar Mortgage Group, LLC was issued a cease and desist order prohibiting them from conducting any residential mortgage transactions in Georgia effective as of December 2009 and according to all public records, Northstar Mortgage Group, LLC did not renew any State licenses nor did Northstar Mortgage Group, LLC physically exist at any point in time after February 28, 2010. With all of these actual physical and established facts, the district courts actions and orders have permitted the

defendants named to the original lawsuit and now being identified within this petition for writ of certiorari, to be shielded by a series of orders supporting these defendants and respondents illegal activities.

STATEMENT OF THE CASE

On or around 12 June, 2007 the petitioner entered into a residential mortgage contract with Northstar Mortgage Group, LLC [Northstar] for the purchase of residential real property located and situated in Fulton County, Georgia. The business relationship between the petitioner and Northstar remained in good standing until around April 2010 when Northstar was not able to be contacted directly by the petitioner. At the time, the petitioner had no knowledge of the fact that Northstar had been ordered to cease and desist all residential real estate business transaction in Georgia effective as of December 2009. Also at or around that same time frame, the petitioner began receiving letters and communications from both Bank of America, N.A. and Fannie Mae both claiming to be the owner[s] of the petitioner's residential property and both demanding payment from the petitioner and both threatening to initiate a non-judicial residential foreclosure if money was not paid to them separately immediately from this petitioner.

Based on the confusion between which entity actually had any

ownership [if any] in the petitioner's residential mortgage, the petitioner filed a chapter 13, bankruptcy in the U.S. Bankruptcy Court, for the Northern district of Georgia, Atlanta, division. As a result of the bankruptcy filing, Bank of America, N.A. filed or had filed a [Proof of Claim] form in the bankruptcy court claiming to own the petitioner's mortgage. Their filing did not indicate that Bank of America, N.A. [BAC Home Loans Servicing, LP] was to have been assigned a servicing right in petitioner's mortgage nor did the filing indicate that Bank of America, N.A. purchased the petitioner's mortgage at any point in time, nor did the filing indicate that Bank of America, N.A. was acting on the behalf of Northstar Mortgage Group, LLC.

Bank of America, N.A. and this petitioner have never entered into a written or verbal contract that would require this petitioner to pay any amount of money to Bank of America, N.A..

A hearing was held in bankruptcy court around May 2010 before Judge Saca concerning Bank of America, N.A.'s intentions concerning their having initiated a foreclosure proceeding against the petitioner's residential property and at the time, Bank of America was asked directly did they have any knowledge of the whereabouts of any person or attorney(s) who would have any knowledge of Northstar and whether or not Northstar had

contacted them [Bank of America] concerning this entire matter since the only contract in existence at the time of that hearing was between this petitioner and Northstar. Bank of America's response was that they had no idea where Northstar was and that no one from Northstar had made any attempts to contact them concerning any of these proceedings. Judge Saca did not issue the injunctive order that was requested by this petitioner on that day since Bank of America agreed to immediately stop their ongoing attempts at foreclosing on this petitioner's residence which would have certainly violated both Georgia law and also would have violated the bankruptcy laws even further.

After the May 2010 bankruptcy hearing, Bank of America, N.A. teamed up with an individual identified as [Lureece D. Lewis] a junior level associate attorney who was employed or contracted with the law firm of McCalla Raymier, LLC a local foreclosure mill law firm out of the Atlanta, Georgia metro area.

Ms. Lewis signed a sworn affidavit and document entitled [Assignment of Security Deed] dated on 23 August, 2010 well after the May 2010 bankruptcy hearing referenced above. On that document, Ms. Lewis fraudulently claimed to have been acting on the behalf of MERS, Inc. as the

Agent and also claimed that she [Ms. Lewis] had the authority as the Agent for MERS, Inc. to assign a financial interest within this petitioner's residential property over from Northstar Mortgage Group, LLC over to Bank of America, N.A. [BAC Home Loans Servicing, LP]. This entire process was absolutely impossible given that Northstar Mortgage Group, LLC did not legally exist on 23 August, 2010 and also given that Ms. Lewis had no legal authority to act on the behalf of MERS, Inc. on that day given that she has never been appointed as a legal representative for MERS, Inc. nor was she ever listed as a recognized Official for MERS, Inc. at the time of this transaction.

From 2010 up and through the filing of present petition, the petitioner have not been able to conduct any discovery against the defendants named to this petition nor have any courts attempted to weigh in on the relevance of the fact that Northstar Mortgage Group, LLC was not even in business in August 2010 when this entire set of events theoretically began, but instead, the records will reflect that each and every judge assigned to hear any matters described within this petition, had either an ongoing contractual relationship with or an extensive history of having a business and or contractual relationship with at least one of the defendants named or

identified within this petition as respondents or defendants.

On or around May 2021 defendants Select Portfolio Servicing, Inc. and DLJ Mortgage Capital, Inc. entered into the present ongoing fraudulent business transactions that culminated in these two defendants sending this petitioner a series of letters and demands for money for a purported mortgage allegedly owed to them based upon a fraudulent transaction between the two of them and Bank of America, N.A.. On or around 18 August, 2021, the petitioner filed the district court case against the defendants and respondents alleging the present ongoing racketeering enterprise that has factually taken place according to all of the facts and evidence presented within the initial lawsuit at the district court.

The district court conducted 1 in person hearing during the course of the filing of this case. Other than the in person hearing in May of 2010 in the bankruptcy court, this was the only in person hearing ever held before a judge that would have rendered any opportunity for any of the defendants to dispute any of the facts in this case. None of the facts as stated within this petition for writ of certiorari have ever been disputed by any of the defendants but given that the district court judge and the Magistrate judge assigned in this case both had contractual affiliation with at least one of the

defendants named within this petition, this case was dismissed and once the case was appealed to the 11th Circuit Court of Appeals, this petitioner was denied an opportunity for oral argument even though oral argument was requested in writing by this petitioner. Additionally, the petitioner requested within a motion for any of the justices who may have a conflict of interest either by contract or otherwise, to voluntarily recuse themselves. None of them recused themselves and the appeal was denied. Within the opinion of the denial order from the 11th Circuit, none of the facts either stated within the appeal nor the facts outlined within this petition were challenged or examined in any way whatsoever that could shed light on the truth of the matter relating to this entire case and the ongoing racketeering operation being conducted by the defendants and respondents named to this petition.

REASONS FOR GRANTING THE PETITION

District court's refusal to provide this petitioner with the 21 day statutory period of time that Federal Rule of Civil Procedure 11 (c)(2) prior to his instituting the Rule 11 sanctions referenced within this petition are grounds for this court to grant this petition for writ of certiorari. This petition presents a series of facts that are supported by district court records that state to a certainty that, firstly, counsel for the defendants requested

Rule 11 sanctions, that counsel for the defendants requested that the court issue the sanctions in a manner that would abrogate this petitioner of the 21 day statutory time required prior to the action and also that counsel for the defendants stated that if the court did not issue the sanctions that they requested, that this petitioner would have simply dismissed his lawsuit and would have filed another lawsuit as if to prolong the case between he and them. The records also state that the reasons that the district court stated within his order for issuing the Rule 11 sanctions was based on his own initiative [alone] and not base on the requests made by counsel for the defendants. This is absolutely false and the records clearly reflects that sanctions were based on the requests made by opposing counsel.

The reasoning for granting or issuing the Rule 11 sanctions denied this petitioner of his right to free speech and of his right to a trial by jury as demanded within his initial and subsequent lawsuits. Each and every statement concerning the 2010 fraudulent transactions described within this petition and has been attributed to the defendants and respondents named within this petition are factual and true, therefore, there were no lawful grounds for the district court to issue a Rule 11 sanction order prohibiting this petitioner from identifying and naming these defendants within any

court actions before the federal court for this obvious fraudulent and illegal activity. For this petitioner to be restrained from speaking on this matter before a court by way of the order issued by the district court, falls under the same set of rules and mindset that supported the ruling in the *Dred Scott v. Sanford*, 60 U.S. 393 (1856) case that clearly was derived from the theory that a black man have no authority to challenge the actions of a white man simply because the challenge is against a white man. There are no differences from this case than that case given that all of the facts and evidence supports that each and every statement made by this petitioner are true and correct. Rule 11 Sanctions should only be issued against a party or against an attorney for a party only statements, facts or evidence are known to be or found to be blatantly false and being made only to harass or threaten the offended or complaining party.

The non-published case identified as *MERS, Inc., v. Nebraska Department of Banking and Finance*, 704 N.W. 2d 784 (2005) referenced by this petitioner does not change the fact that MERS, Inc. have a limited authority role within any residential mortgage transaction within these United States and that authority can only be based on both written and statutory factors governed by both State and Federal laws. In this case, none

of the transactions that the defendants rely upon that took place on 23 August, 2010 and past that point in time are supported by or with any State or Federal laws that could plausibly support the transfer of a financial interest within this petitioner's residential property over to any other entity from Northstar Mortgage Group, LLC at any point in time after December 2009 based on the cease and desist order issued by the Georgia Department of Banking and Finance. For the district court to continuously keep disregarding and ignoring this one main fact, the outcome and repeated result is that this petitioner's rights to the equal protection of laws and the due process of laws have been tossed out of the equation for reasons other than a reason supported by the written laws of this land. As a United States citizen, all of the laws and restrictions that MERS, Inc. admitted before a federal court in Nebraska equally pertains to their transaction in Georgia, if not, then the United States Supreme Court is the only deciding factor for an outcome as to whether or not the transaction attributed to MERS, Inc. within this petition are fair and does not violate any citizens rights to the equal protection and due process as described within the U.S. Constitution. For this reason, the petitioner respectfully request that this petition be granted.

According to O.C.G.A. § 44-14-5(a)(2) the term "Lender" means a

person who has a security interest in real property, which interest is evidenced by a security deed, a mortgage, a trust deed, a bond for title, or other security document granting a security interest in real property to secure an indebtedness owed to the lender.”. In this instant petition, neither Bank of America, N.A., MERS, Inc., Select Portfolio Servicing, Inc., DLJ Mortgage Capital Inc., or any other named entity other than Northstar Mortgage Group, LLC can be identified as a lender, however, the facts and evidence states to a certainty that Northstar Mortgage Group, LLC have not functioned as a residential mortgage lender or residential mortgage loan originator since December 2009, and also the facts and evidence states to a certainty that all transactions done or performed since December 2009 in the name of or on the behalf of Northstar Mortgage Group, LLC were done so in violation of the December 2009 cease and desist order issued by The Georgia Department of Banking and Finance that effectively ended the business existence of Northstar Mortgage Group, LLC. The 23 August, 2010 fraudulent assignment of a security deed document drafted by or on the behalf of Lureece D. Lewis as a purported Agent for MERS, Inc. fraudulently assigning a financial interest over from Northstar Mortgage Group, LLC [a non-existing business entity at the time], over to BAC Home

Loans Servicing, LLP a/k/a Bank of America, N.A., was a fraudulent transaction and is not supported by any State or Federal laws. For this reason, the petitioner respectfully request that this Court grant this petition for writ of certiorari for this instant case.

28 U.S.C. § 455(a) is quite clear that a federal judge should voluntarily recuse himself if the very appearance of a conflict of interest exist, however, in this case the district court openly discussed the possibility that if he had a contractual relationship with MERS Inc., there existed a possibility that he may be required to recuse himself from the matters discussed in this petition. However, the fact that this petitioner presented information to the court that not only did he have an ongoing contractual relationship with MERS Inc., but so was the case with both the Magistrate Judge assigned to this case and also with the previous federal judge that had recently retired prior to the 2022 hearing in open court referenced within this petition. The appearance of a bias did in fact exist between all of the judges assigned to this petitioner's case in respect to MERS, Inc. and also existed with financial investments that the judges presently have or had within Berkshire Hathaway [one of the corporate entity[s] having a financial interest within the outcome of this case according to counsel for the

defendants in their 11th Circuit Court of Appeals Corporate Disclosure Statement]. Neither of the attorneys for the defendants filed any indications that Berkshire Hathaway had any affiliation with any of the defendants named to this petition within their corporate disclosure statements filed within the district court, but the information was presented within their 11th Circuit Court of Appeals filings. It is well known that Berkshire Hathaway is one of the most popular investment brands that is most commonly used by a majority of both individuals and also by a majority of the investment groups handling retirement plans for both State and Federal employees, with no exceptions to the retirement plans administered by the federal judges named to oversee the matters raised by this petitioner at the district court level and also at the appeals court level. There have been no effort for fairness and transparency in this area by the courts and as a result, this petitioner have been systematically prejudiced and have been prevented from his journey to justice by and through the actions of persons having a financial interest and a personal and contractual interest with at least one or more of the defendants and respondents named within this petition. For this reason, the petitioner respectfully request that this petition for writ of certiorari be granted.

This petition mirrors long running unanswered questionable practices that have been utilized by Mortgage Electronic Registrations Systems, Inc. in conjunction with banks and mortgage companies within these United States. The questions are all centered around whether or not MERS have standing to transfer, convey, assign and or remove a financial interest from one entity through MERS and over to another entity. According to all known banking and financing laws within Georgia, Nebraska and Florida, MERS, Inc. do not have that authority on its own given that MERS, Inc. has not been established and recognized to be a financial institution by the lawful standards set forth in either of those three states, however, a ruling from this Court is in the best interest of the public and can serve as a blue print as to how or when MERS, Inc. can be authorized to participate within the transferring, conveying, assigning or moving a financial interest from one entity over to another entity. At the present time, the majority of this country's major banks that utilizes the services of MERS, Inc., and identify MERS, Inc. as "Nominee to the Lender" as a non-equitable identified party within a residential mortgage contract and also within a security deed attached to or associated with any such residential mortgage contract, are hiding behind MERS, Inc. related transaction with little or no repercussions

best interest of the general public.

Submitted on this 30th day of March, 2023 by:

A handwritten signature in black ink, appearing to be 'Keith Thomas', with a long horizontal flourish extending to the right.

Keith Thomas, petitioner pro se

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