

No. **23-6426**

IN THE

SUPREME COURT OF THE UNITED STATES OF AMERICA

RE: Nyamusevya v. CitiMortgage, Inc., et al.

**On Petition for a Writ of Certiorari to
The Ohio Supreme Court
Under 28 U. S. C. § 1257(a)**

-
- * **Lower Ohio Supreme Court Case No. 2023-GEN-0771**
 - * **Lower 10th District Court of Appeals Case No. 2022-AP-000464**
 - * **Lower Franklin County, Ohio Court of Common Pleas Case No. 2010-CV-09-13480**

PETITION FOR A WRIT OF CERTIORARI

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QUESTIONS PRESENTED FOR REVIEW

CitiMortgage, Inc.'s invalid Supplemental Final Judicial Report should be declared unconstitutional by the U.S. Supreme Court; thus, the questions presented for review are:

- i) In violation of § 524(a) and § 1326(c) and Rule 9011 and O.R.C. § 2329, whether a Supplemental Final Judicial Report violates the Ohio and U.S. Constitutions and the 5th and 8th and 14th Amendments for allowing a *per se* taking of a home? Isn't the public interest affected?
- ii) Isn't left for this Court to block a Supplemental Final Judicial Report that allowed a *per se* taking of a home and that allowed a conflicting decision with other Courts' decisions on the same issues of § 524(a) and to enforce void judgments to collect discharged personal debts? Isn't a *per se* taking?

LIST OF PARTIES TO THE PROCEEDING

All parties to the proceeding are identified in the caption.

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14th Amendment

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11 U. S. C. § 1326(c)

11 U. S. C. § 362(k)(1)

11 U.S.C. § 522(c)(2)

11 U.S.C. §§ 523

11 U.S.C. § 524(a)

11 U. S. C. § 727(a)

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O.R.C. § 1782.434(A)(1)
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O.R.C. § 2329 and O.R.C. § 2329.191 and O.R.C. § 2329.191(B)(7)
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O.R.C. § 3953.32(A)
O.R.C. § 5309.53
O.R.C. § 5309.55

FRANKLIN COUNTY, OHIO COURT OF COMMON PLEAS LOCAL RULE

Loc. R. 96 of the Franklin County Court of Common Pleas

MISCELLANEOUS

4 Collier on Bankruptcy ¶ 524.02[1] (Alan Resnick & Henry Sommer eds., 16th Ed.)
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CITATIONS OF OFFICIAL AND UNOFFICIAL REPORTS OF OPINIONS

September 28, 2023: Case No. 2023-0771: *CitiMortgage, Inc. v. Nyamusevya* (**Appendix A-1**)

CitiMortgage, Inc. v. Nyamusevya, 2023-Ohio-1583 (**Appendix A-2**)

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In re Nyamusevya No. 19-52868 (Bankr. S.D. Ohio Sep. 29, 2023)

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In re Nyamusevya, Case No. 19- 52868, (Bankr. S.D. Ohio July 22, 2019)

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State ex rel. Nyamusevya v. Schneider, 114 N.E.3d (Ohio Jan. 23, 2019)

CitiMortgage, Inc. v. Nyamusevya, No. 22AP-464 & 22AP-514 (Ohio Ct. App. May 11, 2023)

May 24, 2023: Franklin App. Nos. 22AP-464 Judgment Entry

May 11, 2023: Franklin App. Nos. 22AP-464 and 22AP-514, 2023-Ohio-1583 Decision

August 30, 2016: Judgment Entry

CitiMortgage, Inc. v. Nyamusevya, No. 10-CV13480 (Franklin Cty. Court of Common Pleas July 6, 2022)

CitiMortgage, Inc. v. Nyamusevya, No. 10- CV-13480 (Franklin Cty. Court of Common Pleas Oct. 10, 2022)

July 06, 2022: Entry Confirming Sale, Ordering Distribution of Sale Proceed and Deed

August 01, 2022: Entry Confirming Sale, Ordering Distribution of Sale Proceed and Deed

(Corrected Purchaser Name)

CitiMortgage, Inc. v. Nyamusevya, No. 10-CV-13480 (Franklin Cty. Court of Common Pleas June 10, 2022)

CitiMortgage, Inc. v. Nyamusevya, No. 10-CV-13480 (Franklin Cty. Court of Common Pleas Nov. 15, 2018).

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Nyamusevya v. Schneider, 4 2 In re *Nyamusevya* No. 19-52868 (Bankr. S.D. Ohio Sep. 29, 2023)
No. 11-AP-1093 (Ohio Ct. Appeal Jan. 11, 2012)
Nyamusevya v. Schneider, No. 11-AP-1093 (Ohio Ct. App. Sept. 5, 2012)
CitiMortgage, Inc. v. Nyamusevya, No. 10-CV-13480 (Franklin Cty. Court of Common Pleas
Sept. 14, 2010).

STATEMENT OF BASIS FOR JURISDICTION UNDER 28 U. S. C. § 1257(a)

The Supreme Court of Ohio is a state Court of last resort in Ohio; hence, the U.S. Supreme Court has appellate jurisdiction over the Supreme Court of Ohio under 28 U.S.C. § 1257(a). The Supreme Court of Ohio entered a decision (**Appendix A-1**) on September 28, 2023, which sustained and allowed the Franklin County, Ohio 10th District Court of Appeals' "conflicting" decision (**Appendix A-2**) based on an invalid and unlawful and unconstitutional "Supplemental Final Judicial Report" (**Appendix B-1**) with other nationwide appellate Courts' decision on the same issue of 11 U.S.C. § 524 and 11 U.S.C. § 1326(c) and 11 U.S.C. § 727(a) and the Ohio Revised Code O.R.C. § 2329.02 and O.R.C. § 2329.191 and O.R.C. § 2329.191(B)(7) and Fed. R. Bankr. P. 9011 and Rule 3001; and denied its jurisdiction in the Case No. 2023-GEN-0771 on September 28, 2023, in its decision (**Appendix A-1**) and left for the U.S. Supreme Court to permanently blocking the invalid and unlawful and unconstitutional Supplemental Final Judicial Report, which was not enacted into law by the Ohio Legislature or the U.S. Congress, and which is lawlessness and a legal nullity and not provided under the whole of existing American federal and state laws and the Ohio and the U.S. Constitutions and O.R.C. § 2329.191, since under the whole of existing American federal and state laws and the Ohio and the U.S. Constitutions and elsewhere in the whole world in all nations what is "**final**" cannot be "**supplemented**." 28 U.S.C. § 1257(a) provides that:

(a) Final judgments or decrees rendered by the highest Court of a State in which a decision could be had, may be reviewed by the Supreme Court by writ of certiorari where the validity of a treaty or statute of the United States is drawn in question or where the validity of a statute of any State is drawn in question on the ground of its being repugnant to the Constitution,...

For public great interest and confidence in the integrity of impartial federal and state judicial systems, the U.S. Supreme Court should permanently block the invalid and unlawful and unconstitutional "Supplemental Final Judicial Report," which was unlawfully and fraudulently and unconstitutionally used against Petitioner in the lower Courts. The U.S. Supreme Court should enforce existing American federal and state laws and the Ohio and the U.S. Constitutions and the Federal Preemption Doctrine of federal laws over state laws, not limited to enforcing 11 U.S.C. § 524 and 11 U.S.C. § 1326(c) and 11 U.S.C. § 727(a) and Fed. R. Bankr. P. 9011 and Rule 3001 and O.R.C. § 2329.02 and O.R.C. § 2329.191 and O.R.C. § 2329.191(B)(7). The September 28, 2023, Supreme Court of Ohio's decision (**Appendix A-1**) and the May 11, 2023, Franklin County, Ohio 10th District Court of Appeals' "conflicting" decision (**Appendix A-2**) can only be challenged in the U.S. Supreme Court and are erroneous and wrong and should be wholly vacated by the U.S. Supreme Court, for affecting the public right to real property ownership and right to exclude and for vacating existing laws and the Ohio and U.S. Constitutions.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

The "Mortgage" (**Appendix A-4**) (See "Mortgage" attached to 09/14/2010, Foreclosure Complaint in Case No. 2010-CV-09-13480) provided at 16 on page 9 of 12 as follows:

16. Governing Law; Severability; Rules of Construction:

This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of applicable law.

After wholly paying off his real property prior to May 01, 2019; thereafter, Petitioner filed on May 01, 2019, his Bankruptcy Case No. 2:19-bk-52868 and did not list or schedule CitiMortgage, Inc., as a creditor of Petitioner; thereafter, in corroboration that CitiMortgage, Inc., was not scheduled as a creditor of Petitioner, on July 10, 2019, CitiMortgage, Inc., appeared in Bankruptcy Case No. 2:19-bk-52868 and filed its unsecured Proof of Claim 6-1 (**Appendix B-10**), which was unquestionably discharged by Petitioner's 11/21/2019, Bankruptcy Order of Discharge. See *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995). *Under existing American federal and state laws, CitiMortgage, Inc., was obligated to file a Final Judicial Report under O.R.C. § 2329.191(B)(7) with the Clerk of Court of Franklin County, Ohio Court of Common Pleas, which would list Petitioner's ex-spouse Consolata Nkurunziza's January 21, 2016, Bankruptcy Order of Discharge (Appendix A-10) in her Bankruptcy Case No. 2:15-bk-52830 and Petitioner's November 21, 2019, Bankruptcy Order of Discharge (Appendix A-9) in Bankruptcy Case No. 2:19-bk-52868*; thus, the lower Courts lacked the discretion to ignore CitiMortgage, Inc.'s mandatory and statutory obligation for filing a Final Judicial Report under O.R.C. § 2329.191(B)(7) and lacked the discretion to repeal or ignore or extinguish O.R.C. § 2329.02 and O.R.C. § 2329.191(B)(7).

CitiMortgage, Inc., never filed a Final Judicial Report under O.R.C. § 2329.191(B)(7); thus, the lower Courts lacked the discretion to ignore that CitiMortgage, Inc., filed its invalid Supplemental Final Judicial Report on July 15, 2020, which violates the Ohio and U.S. Constitutions and the 5th and 8th and 14th Amendments to U.S. Constitution; and which is lawless and unconstitutional and unlawful and fraudulent; thus, CitiMortgage, Inc., was barred by O.R.C. § 2329.191(B)(7) to confiscate Petitioner's wholly satisfied real property. *TPI Asset Mgt., L.L.C. v. Ealey*, 2015-Ohio-740; *GMAC Mgt., L.L.C. v. Jacobs*, 196 Ohio App.3d 167, 172-73, 2011-Ohio-1780, (9th Dist.); *Home Fed. S. & L. Assn. of Niles v. Keck*, 2016-Ohio-651 and was barred by O.R.C. § 2329.02 to confiscate Petitioner's wholly satisfied real property. See *McClung v. McClung*, 2004-Ohio-240; *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995); and was barred by 11 U.S.C. § 524(a) to confiscate Petitioner's wholly satisfied real property. *In re Pavelich* 229 B.R. 777 (B.A.P. 9th Cir. 1999); *Lance Invest. Corp. v. Burkhalter*, 2022-Ohio-2675; *Hamilton v. Herr (In re Hamilton)*, 540 F.3d 367, 373-74 (6th Cir. 2008); *Riley v. AmTrust Mortg. Corp. (In re Riley)*, Bankr.M.D.N.C. Nos. 05-80548 and 14-09037, 2014 Bankr. LEXIS 4923, 5 (Dec. 4, 2014); and was barred by Fed. R. Bankr. P. 9011 to confiscate Petitioner's wholly satisfied real property; and was barred by Civ. R. 11 and the Ohio and U.S. Constitutions and the 5th and 8th and 14th Amendments to the U.S. Constitution to confiscate Petitioner's wholly satisfied real property.

Article VI, Paragraph 2 of the U.S. Constitution is commonly referred to as the Supremacy Clause. It establishes that the federal constitution and federal law generally, take precedence over state laws and even state constitutions and makes clear that the U.S. Constitution, federal laws, federal regulations, and treaties take superiority over similar state laws. The Supremacy Clause establishes a rule of decision for courts adjudicating the rights and duties of parties under both state and federal law. When state law and federal law conflict, federal law displaces, or preempts, state law, due to the Supremacy Clause of the Constitution. U.S. Const. art. VI., § 2. In this instant Case, Petitioner invoked and enforced the U.S. Supremacy Clause and the Federal Preemption Doctrine; hence, the Supremacy Clause establishes a rule of decision for courts adjudicating the rights and duties of parties under both state and federal laws that the invalid Supplemental Final Judicial Report is prohibited and unconstitutional and not provided under the Ohio and the U.S. Constitution and O.R.C. § 2329.191(B)(7); thus, the U.S. Constitution declares that federal law is "the supreme law of the land." As a result, when a federal law conflicts with a state law, the

federal law will supersede and preempt the other laws. State or local laws held to be preempted by federal law are void. The invalid Supplemental Final Judicial Report violates the 5th and 8th and 14th Amendments to U.S. Constitution and violates the Ohio Constitution and O.R.C. § 2329.191(B)(7).

In this instant Case, the lower Courts lacked the discretion to ignore that CitiMortgage, Inc., lacks a perfected certificate of judgment under O.R.C. § 2329.02 for obtaining a lien against Petitioner's wholly paid off real property, which would have been filed and recorded in the Franklin County, Ohio Public Land Recorder's Office; thus, the lower Courts lacked the discretion to ignore that CitiMortgage, Inc., was barred by O.R.C. § 2329.02 to confiscate Petitioner's wholly satisfied real property. *McClung v. McClung*, 10th Dist. Franklin No. 03AP-156, 2004-Ohio-240; *In re Bonnie Sue Ostrander* Case No. 11-33801; *Verba v. Ohio Cas. Ins. Co.*, 851 F.2d 811, 814 (6th Cir. 1988); *In re Helligrath*, 569 B.R. 709, 713-14 (Bankr. S.D. Ohio 2017); *In re Davis*, 539 B.R. 334, 341 (Bankr. S.D. Ohio 2015); hence, the Supreme Court of Ohio's September 28, 2023, decision is wrong for allowing the May 11, 2023, Franklin County, Ohio 10th District Court of Appeals' conflicting decision on the issue of § 524(a) and Rule 9011 and O.R.C. § 2329.02 and O.R.C. § 2329.191 and O.R.C. § 2329.191(B)(7).

Because Petitioner was discharged; hence, the lower Courts lacked the discretion to ignore that the two main purposes of Bankruptcy are to provide a fresh start to Petitioner and to facilitate the repayment of "valid" creditors. See *Burlingham v. Crouse*, 228 U.S. 459, 473 (1913). One of the primary purposes of federal Bankruptcy law is to give Petitioner a new opportunity in life and a clear field for future effort unhampered by the pressure and discouragement of *pre-existing* debt. *Lines v. Frederick*, 400 U.S. 18, 19 (1921) (quoting *Local Loan Co. v. Hunt*, 292 U.S. 234, 244-45 (1914)). The 11/21/2019, discharge granted to Petitioner and the discharge injunction imposed by 11 U.S.C. § 524(a) serve this purpose by first discharging Petitioner from liability for most *pre-petition* claims and second prohibiting the commencement or continuation of an action, the employment of process, or an act, to collect, recover, any *pre-petition* debt as a personal liability of Petitioner. *Green Point Credit, LLC v. McLean* (*In re McLean*), 794 F.3d 1313, 1320 (11th Cir. 2015); see 11 U.S.C. §§ 523, 524, 727. Legislative history demonstrates that the purpose of the modern discharge injunction is to eliminate any doubt concerning the effect of the discharge as a total prohibition on debt collection efforts. H.R. Rep. No. 2, at 365-66 (1977). Based on the evidentiary facts and the Courts' records, unquestionably CitiMortgage, Inc., violated the May 01, 2019, automatic stay and the 11/21/2019, Bankruptcy Order of Discharge and violated the Ohio and the U.S. Constitutions and the U.S. Supremacy Clause and O.R.C. § 2329.02 and O.R.C. § 2329.191(B)(7) and the 5th and 8th and 14th Amendments to the U.S. Constitution. The constitutional and federal statutory provisions involved are as follows:

U.S. CONSTITUTION

U.S. Constitution; Clause 2, Article VI, United States Constitution
5th Amendment and 8th Amendment and 14th Amendment

U.S. SUPREMACY CLAUSE

U.S. Supremacy Clause of the U.S. Constitution
Federal Preemption Doctrine of federal laws over state laws

FEDERAL BANKRUPTCY STATUTES (CODES)

11 U. S. C. § 727(a) and 11 U. S. C. § 1326(c) and 11 U.S.C. § 524(a) and Fed. R. Bankr. P. 9011.

OHIO CONSTITUTION

Ohio Constitution

OHIO REVISED STATUTES (CODES): O.R.C.

O.R.C. § 1782.434(A)(1) and O.R.C. § 2329 and O.R.C. § 2329.02 and O.R.C. § 2329.191 and O.R.C. § 2329.191(B)(7) and O.R.C. § 2329.31(A) and O.R.C. § 3953.32(A) and O.R.C. § 5309.53 and O.R.C. § 5309.55

OHIO RULE OF CIVIL PROCEDURE

Civ. R. 11

FRANKLIN COUNTY, OHIO COURT OF COMMON PLEAS LOCAL RULE

Loc. R. 96 of the Franklin County Court of Common Pleas

MISCELLANEOUS

4 Collier on Bankruptcy ¶ 524.02[1] (Alan Resnick & Henry Sommer eds., 16th Ed.)
Discourses on Davila, in 6 Works of John Adams 280 (C. Adams ed. 1851)
H.R.Rep. No. 95–595, *supra*, at 361
H.R. Rep. No. 2, at 365-66 (1977)
Ex parte Christy, 3 How. 292, 312 (1844)
Frankfurter, Some Reflections on the Reading of Statutes, 47 Colum. L. Rev. 527, 537 (1947))
Dobbs & C. Roberts, Law of Remedies § 2.8, p. 132 (3d ed. 2018)
J. High, Law of Injunctions § 1449, p. 940 (2d ed. 1880)
Kenneth N. Klee & Whitman L. Holt, Bankruptcy and the Supreme Court: 1801-2014 at 194 n.1394 & 341 (West Academic 2015)
4 LAWRENCE P. KING, ET AL., COLLIER ON BANKRUPTCY ¶ 524.LH (15th ed. rev. 1998)
H.Rep. No. 91-1502, *782 91st Cong. 1-2 (1970)
S.Rep. No. 91-117, 91st Cong. (1970)
116 CONG.REC. 9549 (1970) (Statement of Cong. Wiggins)

CONCISE STATEMENT OF THE CASE

To cause the death of Petitioner, the lower Courts lacked the discretion to ignore and deny enforcing 11 U.S.C. § 524(a) and 11 U.S.C. § 1326(c) and Rule 9011 and O.R.C. § 2329 and O.R.C. § 2329.02 and O.R.C. § 2329.191(B)(7) against CitiMortgage, Inc., and to ignore and deny following the U.S. Supreme Court and other Courts' precedents on the same issues of 11 U.S.C. § 524(a) and 11 U.S.C. § 1326(c) and Rule 9011 and O.R.C. § 2329 and O.R.C. § 2329.02 and O.R.C. § 2329.191(B)(7), not limited to following the 10th District Court of Appeals' decision in *McChung v. McChung*, 2004-Ohio-240; *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995); *In re Pavelich* 229 B.R. 777 (B.A.P. 9th Cir. 1999); *Lance Invest. Corp. v. Burkhalter*, 2022-Ohio-2675; *Hamilton v. Herr* (In re *Hamilton*), 540 F.3d 367, 373-74 (6th Cir. 2008); *Riley v. AmTrust Mortg. Corp.* (In re *Riley*), Bankr.M.D.N.C. Nos. 05-80548 and 14-09037, 2014 Bankr. LEXIS 4923, 5 (Dec. 4, 2014). The whole record of the Foreclosure Case No. 2010-CV-09-13480 is devoid of any "perfected certificate of judgment" under O.R.C. § 2329.02 for

CitiMortgage, Inc., to obtaining a lien against Petitioner's wholly satisfied real property, which would have been filed and recorded pursuant to O.R.C. § 2329.02 in Franklin County, Ohio Recorder's Office; thus, the Franklin County, Ohio 10th District Court of Appeals decided in *McClung v. McClung*, 10th Dist. Franklin No. 03AP-156, 2004-Ohio-240 (**Appendix C-1**) as follows:

{¶10} ... Appellant and Appellee each sought the protection of Chapter 7 of the bankruptcy code. Generally,... **a lien that was perfected before the bankruptcy petition was filed is not affected by the bankruptcy** because the debtor no longer had an equitable interest in the property. Section 541(a)(1), (2), Title 11, U.S. Code.

Contrary to Courts' precedents *McClung v. McClung*, 10th Dist. Franklin No. 03AP-156, 2004-Ohio-240; *Butner v. United States*, 440 U.S. 48, 55-57, 99 S.Ct. 914, 59 L.Ed.2d 136 (1979); *In re Argubright*, 532 B.R. 888, 896 (Bankr. W.D. Tex. 2015); *International Brotherhood of Teamsters v. Kitty Hawk International, Inc. (In re Kitty Hawk, Inc.)*, 255 B.R. 428, 439 (Bankr. N.D. Tex. 2000); *Quadrel Leasing de Puerto Rico, Inc. v. Carols A. Rivera, Inc. (In re Carols A. Rivera, Inc.)*, 130 B.R. 377, 379 (Bankr. D. P.R. 1991); *In re Hellgrath*, 569 B.R. 709, 713-14 (Bankr. S.D. Ohio 2017); *In re Davis*, 539 B.R. 334, 341 (Bankr. S.D. Ohio 2015); *In re Bonnie Sue Ostrander* Case No. 11-33801; *Verba v. Ohio Cas. Ins. Co.*, 851 F.2d 811, 814 (6th Cir. 1988); *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995); thus, in this instant Case CitiMortgage, Inc., lacks a "perfected certificate of judgment" for obtaining a lien against Petitioner's wholly satisfied real property, which would have been filed and recorded pursuant to O.R.C. § 2329.02 in Franklin County, Ohio Recorder's Office. In this instant Case, the lower Courts lacked the discretion to ignore and to "deny" enforcing the Ohio Rev. Code O.R.C. § 2329.02 to decide that CitiMortgage, Inc., lacked a mortgage lien against Petitioner's wholly paid off real property, as substantiated by Petitioner's Bankruptcy Official Schedule Form 108 (**Appendix B-9**), which corroborated with CitiMortgage, Inc.'s July 10, 2019, "unsecured" Proof of Claim 6-1 (**Appendix B-10**), which was wholly discharged effective 11/21/2019, by Petitioner's Bankruptcy Order of Discharge; hence, the justices of the U.S. Supreme Court should vacate the 09/28/2023, Supreme Court of Ohio's decision (**Appendix A-1**) and should vacate the May 11, 2023, Franklin County, Ohio 10th District Court of Appeals' conflicting decision (**Appendix A-2**) and should vacate the *post-discharge in personam* August 01, 2022, (**Appendix A-6**) and July 06, 2022, (**Appendix A-7**) Confirmation of Sale Orders and should vacate the *pre-discharge in personam* 11/15/2018, Foreclosure Judgment (**Appendix A-8**) for being automatically void *ab initio* under 11 U.S.C. § 524(a) at any time obtained. *McClung v. McClung*, 2004-Ohio-240; *In re Pavelich* 229 B.R. 777 (B.A.P. 9th Cir. 1999); *Lance Invest. Corp. v. Burkhalter*, 2022-Ohio-2675; *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995); *Hamilton v. Herr (In re Hamilton)*, 540 F.3d 367, 373-74 (6th Cir. 2008); *Riley v. AmTrust Mortg. Corp. (In re Riley)*, Bankr.M.D.N.C. Nos. 05-80548 and 14-09037, 2014 Bankr. LEXIS 4923, 5 (Dec. 4, 2014); *In re Hellgrath*, 569 B.R. 709, 713-14 (Bankr. S.D. Ohio 2017); *In re Davis*, 539 B.R. 334, 341 (Bankr. S.D. Ohio 2015); *In re Bonnie Sue Ostrander* Case No. 11-33801; *Verba v. Ohio Cas. Ins. Co.*, 851 F.2d 811, 814 (6th Cir. 1988).

After Petitioner wholly paid off his real property, in a conspiracy to kill Petitioner, CitiMortgage, Inc., denied filing the satisfaction of mortgage in the Franklin County, Ohio Recorder's Office and denied releasing its mortgage lien against Petitioner and his real property. The lower Courts lacked the discretion to ignore and to deny blocking the invalid Supplemental Final Judicial Report (**Appendix B-1**) from affecting Petitioner and left it for the U.S. Supreme Court to block it; hence, this instant Case is the vehicle to demand the U.S. Supreme Court to permanently block the invalid and unconstitutional Supplemental Final Judicial Report, which violates the U.S. Constitution, and which aborted Petitioner's Bankruptcy relief for a fresh start. For Petitioner to get his Bankruptcy relief for a fresh start in

Petitioner's May 01, 2019, Bankruptcy Case No. 2:19-bk-52868; hence, Petitioner kindly demands the U.S. Supreme Court to permanently terminate the 09/14/2010, Foreclosure Case No. 2010-CV-09-13480.

The lower Courts ignoring the facts of this instant Case, and ignoring that CitiMortgage, Inc., never filed its Final Judicial Report under O.R.C. § 2329.191(B)(7) and Loc. R. 96 of the Franklin County, Ohio Court of Common Pleas; and ignoring that CitiMortgage, Inc., was not scheduled as a creditor of Petitioner in Petitioner's Bankruptcy Case No. 2:19-bk-52868; and ignoring that Petitioner filed his Bankruptcy Official Schedule Form 108 indicating that his real property in unmortgaged and is wholly paid off; and ignoring that CitiMortgage, Inc., admitted on November 05, 2018, to have received "payments in full" on its mortgage loan account; and ignoring that CitiMortgage, Inc., lacked a perfected certificate of judgment under O.R.C. § 2329.02 in the Franklin County, Ohio Recorder's Office; and ignoring that CitiMortgage, Inc., used its invalid and unconstitutional Supplemental Final Judicial Report against Petitioner to unlawfully and lawlessly defraud Petitioner's money; and ignoring that CitiMortgage, Inc., represented in its "unsecured" Proof of Claim 6-1 (**Appendix B-10**) on July 10, 2019, that CitiMortgage, Inc., lacked any enforceable foreclosure judgment against Petitioner and his real property; and ignoring that CitiMortgage, Inc., was never granted a specifically *in rem* foreclosure judgment with a mention *in rem* on its face upon the entry of Petitioner's 11/21/2019, Bankruptcy Order of Discharge; and ignoring that CitiMortgage, Inc., violated Petitioner's 11/21/2019, Bankruptcy Order of Discharge by enforcing void *ab initio* judgments against Petitioner to collect more than \$222,800.85, *In re Hellgrath*, 569 B.R. 709, 713-14 (Bankr. S.D. Ohio 2017); *Butner v. United States*, 440 U.S. 48, 55-57, 99 S.Ct. 914, 59 L.Ed.2d 136 (1979); *In re Davis*, 539 B.R. 334, 341 (Bankr. S.D. Ohio 2015); hence, on September 28, 2023, the lower Courts lacked the discretion to ignore *In re Hellgrath*, 569 B.R. 709, 713-14 (Bankr. S.D. Ohio 2017); and *Butner v. United States*, 440 U.S. 48, 55-57, 99 S.Ct. 914, 59 L.Ed.2d 136 (1979); and *In re Davis*, 539 B.R. 334, 341 (Bankr. S.D. Ohio 2015) and to wrongfully and erroneously denying jurisdiction.

Under the U.S. Bankruptcy System the parties' filings on the record in the Bankruptcy process are made to the fullest honesty and under the penalty of perjury; hence, on May 01, 2019, Petitioner honestly represented to the Bankruptcy Court that CitiMortgage, Inc., was not scheduled as a secured creditor of Petitioner and was not a creditor of Petitioner and that Petitioner's real property was wholly satisfied and paid off and was unmortgaged and was free from any CitiMortgage, Inc.'s mortgage lien; hence, the Court's record substantiates that CitiMortgage, Inc., never opposed nor disputed nor objected to that fact and assertion. The lower Courts lacked the discretion to ignore Petitioner's Bankruptcy Official Schedule Form 108 and to ignore that CitiMortgage, Inc., was not scheduled as a creditor of Petitioner in Petitioner's May 01, 2019, Bankruptcy Case No. 2:19-bk-52868 and to ignore that on July 10, 2019, in its Proof of Claim 6-1, CitiMortgage, Inc., honestly and unquestionably represented under the Fed. R. Bankr. P. 9011 to the best of CitiMortgage, Inc.'s knowledge and information and belief under the circumstance that CitiMortgage, Inc., filed an "unsecured" Proof of Claim 6-1 and that it lacked any enforceable foreclosure judgment against Petitioner and his wholly paid off and unmortgaged real property. In this instant Case, Petitioner demands the justices of the U.S. Supreme Court to impartially enforce the law in favor of Petitioner and to enforce the Fed. R. Bankr. P. 9011 and § 524(a) and § 727(a) and § 1326(c) and O.R.C. § 2329 and O.R.C. § 2329.191(B)(7) and O.R.C. § 2329.02 against CitiMortgage, Inc.

Based on the evidentiary facts and the Courts' records, Petitioner is honest but unfortunate. CitiMortgage, Inc., is a fraudster for using an invalid and fraudulent and unlawful and unconstitutional Supplemental Final Judicial Report against Petitioner and for concealing the "payments in full from Petitioner" that it admitted to have received on November 05, 2018. (**Appendix B-5**) (See page 46 of transcript of November 05, 2018, proceedings in Foreclosure Case No. 2010-CV-09-13480); hence, the

lower Courts lacked the discretion to ignore that Petitioner should get the Bankruptcy relief for a fresh start; hence, the lower Courts allowed CitiMortgage, Inc.'s use of its invalid Supplemental Final Judicial Report; hence, in this instant Case, the U.S. Supreme Court should give to the honest but unfortunate Petitioner a new opportunity in life and a clear field for future effort by permanently terminating the Foreclosure Case No. 2010-CV-09-13480). CitiMortgage, Inc., was wholly paid and will not be affected.

Petitioner filed his Bankruptcy Official Schedule Form 108, which substantiated honestly and under the penalty of perjury that Petitioner's private residential real property was wholly paid off and was unmortgaged and was free from any CitiMortgage, Inc.'s mortgage claim. Pursuant to Fed. R. Bankr. P. 9011, honestly and correctly and under the penalty of perjury; thus, in a corroboration to Petitioner's Bankruptcy Official Schedule Form 108, on July 10, 2019, CitiMortgage, Inc., represented to the Bankruptcy Court that CitiMortgage, Inc., lacked any enforceable 11/15/2018, Foreclosure Judgment against Petitioner and his real property. Because lower Courts did not block it; thus, only the U.S. Supreme Court should permanently block the Supplemental Final Judicial Report and should permanently enjoin and estop and block CitiMortgage, Inc., from claiming any mortgage lien against Petitioner and his real property. On CitiMortgage, Inc.'s 09/14/2010, original claim in the amount of \$98,452.56 in its Foreclosure Complaint; thereafter, on November 05, 2018, CitiMortgage, Inc., admitted having received "payments in full from Petitioner on its mortgage loan" after September 14, 2010; hence, the justices of the U.S. Supreme Court should impartially read the transcript of November 05, 2018, proceedings in Foreclosure Case No. 2010-CV-09-13480, including page 46 to specifically question "where did the "payments" money by Petitioner go?" and should question why did CitiMortgage, Inc., never file its Final Judicial Report in its Foreclosure Case No. 2010-CV-09-13480 as statutorily and mandatory required under O.R.C. § 2329.191(B)(7)? The U.S. Supreme Court should impartially and permanently block CitiMortgage, Inc.'s fraud against Petitioner, because under Ohio law, a real property cannot be foreclosed without the filing with the Clerk of Court of a Final Judicial Report under O.R.C. § 2329.191(B)(7); thus, Petitioner is a victim of fraud and lawlessness. The U.S. Supreme Court should impartially question why a Final Judicial Report under O.R.C. § 2329.191(B)(7) was not filed in this instant Case and why a perfected certificate of judgment under O.R.C. § 2329.02 was not filed in this instant Case and why the lower Courts ignored CitiMortgage, Inc.'s July 10, 2019, "unsecured" Proof of Claim 6-1 and Petitioner's Bankruptcy Official Schedule Form 108?

Petitioner purchased around November 27, 2000, (**Appendix B-7**) his private residential real property, which is located at 2064 Worchester Court, Columbus, Ohio 43232; thereafter, Petitioner wholly paid off entirely his mortgage loan prior to Petitioner's May 01, 2019, filing for his Chapter 13 Bankruptcy Case No. 2:19-bk-52868, in which CitiMortgage, Inc., was not scheduled as a creditor of Petitioner; thereafter, in "**corroboration**" pursuant to Fed. R. Bankr. P. 9011, CitiMortgage, Inc., filed its July 10, 2019, "unsecured" Proof of Claim 6-1 (**Appendix B-10**), to unquestionably and honestly certify and admit to the best of CitiMortgage, Inc.'s beliefs, knowledge, and information, formed after an inquiry reasonable under the circumstances that CitiMortgage, Inc., lacks any enforceable 11/15/2018, Foreclosure Judgment against Petitioner and his wholly paid off real property in corroboration to Petitioner's Official Bankruptcy Schedule Form 108 (**Appendix B-9**); hence, under the Federal Preemption Doctrine of Fed. R. Bankr. P. 9011 over state laws, CitiMortgage, Inc., was estopped to claim any lien and lacks any mortgage lien against Petitioner and his real property and was thus permanently barred to *per se* taking and appropriate and confiscate Petitioner's wholly paid off real property.

Petitioner filed his 11/21/2019, Bankruptcy Court Injunction Order of Discharge (**Appendix A-9**) on the record of CitiMortgage, Inc.'s 09/14/ 2010, Foreclosure Case No. 2010-CV-09-13480, to ascertain Petitioner's enforcement of 11 U.S.C. § 524(a) in the Case No. 2010-CV-09-13480 and Bankruptcy Case

No. 2:19-bk-52868; thus, the lower Courts lacked the discretion to ignore enforcing 11 U.S.C. § 524(a) and O.R.C. § 2329.191 and O.R.C. § 2329.02 and 11 U.S.C. § 1326(c) and Rule 9011 in favor of Petitioner and against CitiMortgage, Inc. *McClung v. McClung*, 2004-Ohio-240; *In re Pavelich* 229 B.R. 777 (B.A.P. 9th Cir. 1999); *Lance Invest. Corp. v. Burkhalter*, 2022-Ohio-2675; *Hamilton v. Herr* (In re *Hamilton*), 540 F.3d 367, 373-74 (6th Cir. 2008); *Riley v. AmTrust Mortg. Corp.* (In re *Riley*), Bankr.M.D.N.C. Nos. 05-80548 and 14-09037, 2014 Bankr. LEXIS 4923, 5 (Dec. 4, 2014). In a conspiracy to kill Petitioner, the lower Courts ignored Petitioner's 11/21/2019, Bankruptcy Court Injunction Order of Discharge and the U.S. Supreme Court and other Courts' precedents and wholly ignoring that 11 U.S.C. § 524 provides in pertinent part as follows:

- (a) A discharge in a case under this title—
- (1) voids any judgment at any time obtained, to the extent that such judgment is a determination of the personal liability of the debtor with respect to any debt discharged under section 727,..., or 1328 of this title, whether or not discharge of such debt is waived;
- (2) operates as an injunction against the commencement or continuation of an action, the employment of process, or an act, to collect, recover or offset any such debt as a personal liability of the debtor, whether or not discharge of such debt is waived; and...

The lower Courts lacked the discretion to ignore that the *in personam pre-discharge* 11/15/2018, Foreclosure Judgment, and the *in personam post-discharge* July 06, 2022, and August 01, 2022, Confirmation of Sale Orders are judgments in violation of and voided under 11 U.S.C. § 524. *McClung v. McClung*, 2004-Ohio-240; *In re Pavelich* 229 B.R. 777 (B.A.P. 9th Cir. 1999); *Lance Invest. Corp. v. Burkhalter*, 2022-Ohio-2675; *Hamilton v. Herr* (In re *Hamilton*), 540 F.3d 367, 373-74 (6th Cir. 2008); in *Riley v. AmTrust Mortg. Corp.* (In re *Riley*), Bankr.M.D.N.C. Nos. 05-80548 and 14-09037, 2014 Bankr. LEXIS 4923, 5 (Dec. 4, 2014); and 4 Collier on Bankruptcy ¶ 524.02[1] (Alan Resnick & Henry Sommer eds., 16th Ed.); *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995); hence, they have modified and proved wrong and rejected the 11/21/2019, and 01/21/2016, Bankruptcy Orders of Discharge.

Ignoring the originally \$98,452.56, in Foreclosure Case No. 2010-CV-09-13480, CitiMortgage, Inc., and counsel prepared the Order and filed the July 06, 2022, Confirmation of Sale Order (**Appendix A-7**) in a violation of 11 U.S.C. § 524, which unlawfully provided in pertinent part as follows:

“FOURTH: To the Plaintiff, the balance of said proceeds of sale to apply to its judgment, as a credit to their indebtedness, in the amount of \$222,800.85”

Ignoring the originally \$98,452.56, in Foreclosure Case No. 2010-CV-09-13480, CitiMortgage, Inc., and counsel prepared the Order and filed the 08/01/2022, Confirmation of Sale Order (**Appendix A-6**) in a violation of 11 U.S.C. § 524, which unlawfully provided in pertinent part as follows:

“FOURTH: To the Plaintiff, the balance of said proceeds of sale to apply to its judgment, in the amount of \$222,800.85”

The lower Courts ignored that Petitioner alleged violations of the Ohio and U.S. Constitutions and is providing for review by the U.S. Supreme Court his 06/20/2023, Amended Memorandum in Support of Jurisdiction (**Appendix D-2**), which was filed in the Ohio Supreme Court Case No. 2023-GEN-0771, to patently and unambiguously indicate that Petitioner invoked the Ohio and U.S. Constitutions and his equal protection under the law right; hence, Petitioner alleged and proposed law as following:

PROPOSITION OF LAW

Proposition of Law No. 1:

Being not provided under American laws and prohibited by the U.S. Constitution and O.R.C. § 2329.191, isn't the public great interest affected should the Supplemental Final Judicial Report is used in violation of the U.S. Constitution as basis to extinguishing and repealing O.R.C. § 2329.191 and both the Ohio and the U.S. Constitutions and federal and state laws and 11 U.S.C. § 1326(c), merely because what is "final" cannot be supplemented under American laws and under both the Ohio and the U.S. Constitutions?

Proposition of Law No. 2:

Being prohibited by the U.S. Constitution and O.R.C. § 2329.191, isn't that the Ohio Supreme Court should agree for the U.S. Supreme Court to grant certiorari for public great interest to block the Supplemental Final Judicial Report being used in violation of the U.S. Constitution as basis for the trial Court to retain its subject matter jurisdiction to enforce its not *in rem* judgment and orders that were automatically voided *ab initio* under § 524(a) and to extinguish the Federal Preemption Doctrine that § 524(a) preempts state laws by automatically voiding *ab initio* at the time obtained not *in rem* judgments and orders?

Proposition of Law No. 3:

Isn't that using a Supplemental Final Judicial Report not provided under O.R.C. § 2329.191(B)(7) as basis to kill a homeowner and to confiscate not *in rem* a discharged under 11 U.S.C. § 727(a) homeowner's wholly paid off real estate is a violation of the 5th and the 14th Amendment of the U.S. Constitution and a prohibited taking and an act to abolish the Federal Preemption Doctrine that 11 U.S.C. § 524(a) preempts state laws, in violation of the U.S. Constitution?

There is a distinction of rule of law between an ***IN REM*** state Court judgment and a ***NOT IN REM*** state Court judgment. Based on its own precedent in *CitiMortgage, Inc. v. Wiley*, 2016-Ohio-5902, and the Supreme Court of Ohio's precedent in *Deutsche Bank Natl. Trust Co. v. Holden*, 147 Ohio St.3d 85, 2016-Ohio-4603, the May 11, 2023, 10th District Court of Appeals' decision should be vacated and nullified for being erroneous because the Federal Preemption Doctrine of 11 U.S.C. § 524(a) was clearly and properly invoked and the 10th District Court of Appeals knew and should have known and should have not disregarded and or failed or denied to address or determine the distinction between an ***IN REM*** state Court judgment and a ***NOT IN REM*** state Court judgment...: thus, the Ohio or the U.S. Supreme Court will vacate and nullify the 10th District Court of Appeals' May 11, 2023, decision and will give back to Petitioner-Appellant his wholly paid off residential real property within three months or prior to October 2023, as a matter of law and the facts.

Petitioner is providing for review by the U.S. Supreme Court his 09/20/2022, Amended Defendant-Appellant's Principal Merit Brief (**Appendix D-3**) in the Franklin County, Ohio 10th District Court of Appeals' Case No. 2022-AP-000464, to patently and unambiguously indicate that Petitioner invoked the Ohio and U.S. Constitutions and his equal protection under the law right; hence, Petitioner alleged and presented to the panel the listed below allegations and Assignments of Error as following:

This “first impression” legal issues that affect the Appellant directly in the State of Ohio’s Courts, affect nationwide minority and underprivileged homeowners indirectly, who need to grapple with the underlying causes in this Amended Brief... Some judges in the State of Ohio do not follow the U.S. Congress’ act and intention and the Federal Bankruptcy law and Rules and Codes, not limited to 11 U.S.C. § 524 and 11 U.S.C. § 727 and 11 U.S.C. § 1326(c) and the Fed. R. Bankr. P. 3001(c) and Rule 9011 and Rule 3001(c)(2)(D)(i),...

Petitioner presents five assignments of error. Nyamusevya’s assignments of error are as follows:

- (1) The lower Court lacked the jurisdiction to enforce the not *in rem* 11/15/2018, Foreclosure Judgment; and lacked the jurisdiction to enter the July 6, 2022 and the August 01, 2022, Confirmation of Sale that were automatically void *ab initio* under 11 U.S.C. § 524(a)(1) and prohibited under 11 U.S.C. § 524(a)(2); and lacked the jurisdiction to act as an appellate Court of the Bankruptcy Court, as it vacated the mandate under § 524 and § 727.
- (2) The lower trial Court was barred to exceed its jurisdiction, in order to unlawfully deprive and confiscate the Appellant’s paid off real property by extinguishing and vacating existing law and Courts’ precedents, not limited to rejecting in *McClung v. McClung*, 10th Dist. Franklin No. 03AP-156, 2004-Ohio-240, and O.R.C. § 2329.191(B)(7) and Local Rule 96.
- (3) The statutory voidness and statutory injunction created by § 524(a) operated to strip the lower trial Court of the subject matter jurisdiction. After no *in rem* Foreclosure Judgment was entered; hence, the lower trial Court was barred to unlawfully enforce the not *in rem* Foreclosure Judgment that was automatically voided as the time obtained under 11 U.S. § 524(a)(1).
- (4) The Appellant’s pending Motions are unopposed by Appellee, not limited to the June 27, 2022, Motion for Fees and Cost (record on appeal # 849) and the August 11, 2022 Motion to Hold the lower trial Court’s judgments Orders as void *ab initio* (record on appeal # 873), and are deemed granted; hence, this Court of Appeal is charged to grant the unopposed relief sought.
- (5) After the Appellant paid off his real property and after the Bankruptcy’s Orders of Discharge were entered; hence, the lower Court was barred to “abolish” the Bankruptcy law and Codes and Rules; and to “abolish” the U.S. Congress’s act and intention; and to “abolish” the Bankruptcy process and relief and Orders and the Bankruptcy Court’s judicial authority.

Disregarding and ignoring all the supported allegations in this petition and the evidentiary facts in against CitiMortgage, Inc., and the Ohio and U.S. Constitutions and existing American federal and state laws and the U.S. Supreme Court and other Courts’ precedents and the fact that CitiMortgage, Inc., filed its Supplemental Final Judicial Report to defraud Petitioner and to cause the death of Petitioner; thus, the lower Courts left for the justices of the U.S. Supreme Court to grant the equal protection under the law right to Petitioner and to block the invalid Supplemental Final Judicial Report.

Observing the U.S. Supreme Court’s holding in *Johnson v. Home State Bank*, 501 U.S. 78, 82 (1991) that, “But unless the debtor and creditor have provided otherwise, the creditor ordinarily is not limited to foreclosure on the mortgaged property should the debtor default on his obligation.” In this instant Case, based on public record and the evidentiary facts, Petitioner and CitiMortgage, Inc., **had provided otherwise**, and CitiMortgage, Inc., lacks any *in rem* right to foreclosure on Petitioner’s unmortgaged real property, as there is NO remaining default on its obligation, as correctly substantiated

by Petitioner's Bankruptcy Official Form 108 (**Appendix B-9**) and CitiMortgage, Inc.'s "unsecured" July 10, 2019, filed Proof of Claim 6-1 (**Appendix B-10**) and CitiMortgage, Inc.'s admission on November 05, 2018, to have received "payments in full" on its mortgage loan. In this instant Case, the evidentiary facts and the public records substantiate that contrary to *Johnson v. Home State Bank*, 501 U.S. 78, 82 (1991), Petitioner did not default on his mortgage loan repayment obligation and CitiMortgage, Inc., lacks a perfected certificate of judgment in Franklin County, Ohio Recorder's Office under O.R.C. § 2329.02; and lacks any perfected lien against Petitioner's home.

REASONS FOR GRANTING THE WRIT

This instant Case is of such imperative public importance as to justify deviation from normal appellate practice and require immediate determination in the U.S. Supreme Court. Petitioner kindly demands the justices of the U.S. Supreme Court to read the **Appendix D-1** for a more inclusive and comprehension of the origin this instant Case. Petitioner relied on existing American federal and state laws and the U.S. Supreme Court and other Courts' precedents; hence, Petitioner kindly demands the justices of the U.S. Supreme Court to read the **Appendix D-2**, which is Petitioner's Amended Memorandum in Support of Jurisdiction that was filed in Case No. 2023-GEN-0771 and presented to and denied by the Supreme Court of Ohio; and to read the **Appendix D-3**, which is Petitioner's Amended Principal Merit Brief that was filed in Case No. 2022-AP-000464 in the Franklin County, Ohio 10th District Court of Appeals. Petitioner demands the U.S. Supreme Court to find that Petitioner relied upon the Court's decision in *In re Pavelich* 229 B.R. 777 (B.A.P. 9th Cir. 1999) to enforce that, "The statutory voidness and statutory injunction created by § 524(a) operate to strip the Franklin County, Ohio Court of Common Pleas of the subject matter jurisdiction to require Petitioner to pay a discharged debt," and relied upon the Court's decision in *Hamilton v. Herr* (*In re Hamilton*), 540 F.3d 367, 372 (6th Cir. 2008) to enforce that, "Section 524(a) declares that any CitiMortgage, Inc.'s judgment and Orders on Petitioner's discharged debt in any forum including the Franklin County, Ohio Court of Common Pleas is null and void as it affects Petitioner's personal liability."

Petitioner relied upon the Court's decision in *Riley v. AmTrust Mortg. Corp.* (*In re Riley*), Bankr.M.D.N.C. Nos. 05-80548 and 14-09037, 2014 Bankr. LEXIS 4923, 5 (Dec. 4, 2014) and Collier on Bankruptcy to enforce that, "As set forth above, the language of 524(a)(1) states, Petitioner's 11/21/2019, Bankruptcy Order of Discharge voids any CitiMortgage, Inc.'s *in personam* judgment and Orders at any time obtained retroactively *pre-discharge* and *post-discharge*, to the extent they are a determination of the discharged personal liability of Petitioner, because Section 524(a)(1) clearly pertains to CitiMortgage, Inc.'s judgments and Orders obtained both before and after Petitioner's 11/21/2019, Bankruptcy Order of Discharge, in that it refers to "any judgment at any time obtained." CitiMortgage, Inc., was barred to unlawfully and unconstitutionally *per se* taking and confiscating Petitioner's wholly satisfied home.

Petitioner respectfully demands the justices of the U.S. Supreme Court to spare his life from being killed by the sheriff officers using automatically void *ab initio* under 11 U.S.C. § 524(a)(1) at any time obtained *in personam pre-discharge* 11/15/2018, Foreclosure Judgment (**Appendix A-8**) and *in personam post-discharge* August 01, 2022, Confirmation of Sale Order (**Appendix A-6**) and *in personam post-discharge* July 06, 2022, Confirmation of Sale Order (**Appendix A-7**), which are based on an invalid and unconstitutional and unlawful Supplemental Final Judicial Report (**Appendix B-1**); hence, Petitioner is in imminent danger of death by the sheriff officers who are continuously chasing him for wholly paying off his real property and for being granted his 11/21/2019, Bankruptcy Order of Discharge (**Appendix A-9**), in his Bankruptcy Case No. 2:19-bk-52868, in the U.S. Bankruptcy Court of Southern District of Ohio, Eastern Division, in Columbus Ohio.

Ignoring the U.S. Supreme Court and other Courts' precedents on the same issues of not limited to 11 U.S.C. § 524(a) and 11 U.S.C. § 1326(c) and O.R.C. § 2329.02 and O.R.C. § 2329 and O.R.C. § 2329.191(B)(7) to allow the invalid and unconstitutional and unlawful Supplemental Final Judicial Report being used against Petitioner to unconstitutionally *per se* taking and confiscating Petitioner's wholly satisfied real property and to cause the unconstitutional death of Petitioner; hence, the lower Courts vacated and extinguished and ignored the whole of existing American federal and state laws and the Ohio and U.S. Constitutions and Bankruptcy laws not limited to 11 U.S.C. § 524(a) and 11 U.S.C. § 1326(c) and Fed. R. Bankr. P. 9011 and Ohio Revised Codes (statutes) O.R.C. § 2329.02 and O.R.C. § 2329 and O.R.C. § 2329.191 and O.R.C. § 2329.191(B)(7) and O.R.C. § 2329.31, which were not available for Petitioner's defense and due process and equal protection under the law rights; hence, Petitioner lacked any adequate remedy in the ordinary course of the law; thus, the lower Courts allowed the invalid and unconstitutional and unlawful Supplemental Final Judicial Report being used against Petitioner and left it for the U.S. Supreme Court to permanently block it, for being a first impression issue, which had never been presented or adjudicated by the U.S. Supreme Court before; hence, this instant Case is the only vehicle to present the invalid and unconstitutional and unlawful Supplemental Final Judicial Report before the justices of the U.S. Supreme Court for it to be declared unconstitutional for the public great interest and confidence in the impartiality of the federal and state judicial systems. The Supreme Court of Ohio was presented with the invalid and unconstitutional and unlawful Supplemental Final Judicial Report and left it for the justices of the U.S. Supreme Court to permanently block it and to declare it unconstitutional, because it was not enacted into law by the Ohio Legislature or the U.S. Congress, and it is lawlessness and a legal nullity and not provided under the whole of existing American federal and state laws and the Ohio and the U.S. Constitutions and O.R.C. § 2329.191, since under the whole of existing American federal and state laws and the Ohio and the U.S. Constitutions and elsewhere in the whole world in all nations what is "final" cannot be "supplemented."

Petitioner is a miserable and honest but unfortunate "discharged bankrupt" in Bankruptcy Case No. 2:19-bk-52868, who had wholly paid off entirely his real property (**Appendix B-9**) prior to filing his 05/01/2019, Bankruptcy Case No. 2:19-bk-52868, in which CitiMortgage, Inc., was not listed and was not scheduled as "secured or unsecured" creditor of Petitioner, because Petitioner's real property was wholly satisfied and paid off and was unmortgaged, in corroboration to CitiMortgage, Inc.'s July 10, 2019, "unsecured" Proof of Claim 6-1 (**Appendix B-10**), which was wholly discharged and extinguished by the 11/21/2019, (**Appendix A-9**) and 01/21/2016, (**Appendix A-10**) Bankruptcy Orders of Discharge. The evidentiary facts and the Courts' records and CitiMortgage, Inc.'s own admission show that CitiMortgage, Inc., is not a creditor of Petitioner and that Petitioner is debt free from CitiMortgage, Inc., and that Petitioner's wholly satisfied real property is free from CitiMortgage, Inc.'s lien; hence, pertaining to the "questions presented" in this instant Case, Petitioner kindly demands the justices of the U.S. Supreme Court to follow the U.S. Bankruptcy Court, E.D. Kentucky's decision in *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995) (**Appendix A-14**), which "contrary or in conflict" to the May 11, 2023, Franklin County, Ohio 10th District Court of Appeals' conflicting decision (**Appendix A-2**) on the same conflicting issue of 11 U.S.C. § 524(a)(1) decided correctly as follows:

Upon the entry of the discharge creditors holding unsecured claims are permanently enjoined from attempting to collect their claims as personal obligations of the debtor or from property acquired by the debtor after bankruptcy. 11 U.S.C. § 524(a)(1), (2)... Prepetition obligations owing to creditors holding unsecured claims are discharged as of the date of the commencement of the case. *Local Loan Co. v. Hunt*, 292 U.S. 234, 54 S.Ct. 695, 78 L.Ed. 1230 (1934)... Such creditors can no longer pursue their claims by reducing them to judgment or by having an execution, garnishment or attachment issued on a judgment. **Any existing judgment not secured by a lien is**

voided by the discharge... With respect to creditors holding claims secured by a lien, their only remedy is an *in rem* proceeding against property to which the lien is affixed. **Any such creditor must hold a nonavoidable consensual, statutory, or judicial lien that affixed to property before the commencement of the case.** A creditor cannot acquire a lien by causing an execution, garnishment, or attachment to issue on a judgment against a discharged debtor after bankruptcy, and there would be no point in a creditor who already has a lien causing such a process to issue.

Following *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995), CitiMortgage, Inc.'s July 10, 2019, "unsecured" Proof of Claim 6-1 (**Appendix B-10**), was wholly discharged and extinguished by the 11/21/2019, (**Appendix A-9**) and 01/21/2016, (**Appendix A-10**) Bankruptcy Orders of Discharge. Pursuant to O.R.C. § 2329.02, CitiMortgage, Inc.'s pre-discharge in personam 11/15/2018, Foreclosure Judgment was not secured by a lien against Petitioner's real property and was wholly voided by the 11/21/2019, (**Appendix A-9**) and 01/21/2016, (**Appendix A-10**) Bankruptcy Orders of Discharge. In *re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995); *McClung v. McClung*, 10th Dist. Franklin No. 03AP-156, 2004-Ohio-240; In *re Pavelich* 229 B.R. 777 (B.A.P. 9th Cir. 1999); *Lance Invest. Corp. v. Burkhalter*, 2022-Ohio-2675; *Hamilton v. Herr* (In *re Hamilton*), 540 F.3d 367, 373-74 (6th Cir. 2008); *Riley v. AmTrust Mortg. Corp.* (In *re Riley*), Bankr.M.D.N.C. Nos. 05-80548 and 14-09037, 2014 Bankr. LEXIS 4923, 5 (Dec. 4, 2014).

Petitioner respectfully implores the justices of the U.S. Supreme Court to find that an invalid and fraudulent and unlawful and lawless and unconstitutional and a legal nullity "Supplemental Final Judicial Report" (**Appendix B-1**) (See docket of Foreclosure Case No. 2010-CV-09-13480 July 15, 2020, journal entry) is being presented for the first time before the justices of the U.S. Supreme Court, so that the U.S. Supreme Court should declare it unconstitutional. In this instant Case, lawlessness was conspicuously applied *under-color-of-law* by the lower Courts and Respondents to vacate and extinguish the whole of existing American federal and state laws and the Ohio and U.S. Constitutions and O.R.C. § 2329 and O.R.C. § 2329.191 and O.R.C. § 2329.1919(B)(7) and O.R.C. § 2329.02 and O.R.C. § 2329.31 and 11 U.S.C. § 524(a) and 11 U.S.C. § 1326(c) and Fed. R. Bankr. P. 9011 and Rule 3001(c) against Petitioner for the invalid Supplemental Final Judicial Report being used against Petitioner to unconstitutionally *per se* taking and permanently confiscating Petitioner's wholly satisfied and paid off real property, which is located at 2064 Worchester Court, Columbus, Ohio 43232. CitiMortgage, Inc., and Respondents ignored and nullified and extinguished and vacated the whole of existing American federal and state laws and the Ohio and U.S. Constitutions and O.R.C. § 2329 and the U.S. Supreme Court and other Courts' precedents on the same issue of 11 U.S.C. § 524(a) and 11 U.S.C. § 1326(c) and Fed. R. Bankr. P. 9011 and O.R.C. § 2329 to allow the May 11, 2023, conflicting decision (**Appendix A-2**) (See docket of Case No. 2022-AP-000464 in Franklin County, Ohio 10th District Court of Appeals) with other Courts' decision and to unlawfully and unconstitutionally confiscate Petitioner's real property and to cause the death of Petitioner.

Petitioner is a fugitive for wholly paying off his real property and for being granted his November 21, 2019, Bankruptcy Order of Discharge in Bankruptcy Case No. 2:19-bk-52868. CitiMortgage, Inc., used its invalid Supplemental Final Judicial Report against Petitioner, to enforcing automatically void *ab initio* judgments under 11 U.S.C. § 524(a)(1) at any time obtained, to collect Petitioner's discharged personal debts; hence, on 11/29/2022, five heavily armed sheriff officers forcibly stormed and broke into and entered Petitioner's wholly satisfied real property against his wish, to kill Petitioner upon physical contact and to looting Petitioner's valuable and belongings and money and assets and to permanently *per se* taking and confiscating in violation of the Ohio and the U.S. Constitutions and the U.S. Supremacy Clause and the 5th and 8th and 14th Amendments to the U.S. Constitution and in violation of existing American federal and state laws and in violation of 11 U.S.C. § 524(a) and 11 U.S.C. § 1326(c) and 11

U.S.C. § 727(a) and Fed. R. Bankr. P. 9011 and O.R.C. § 2329 and O.R.C. § 2329.02 and O.R.C. § 2329.191(B)(7) Petitioner's wholly satisfied and paid off real property against Petitioner's wish; thus, Petitioner jumped from the second floor to the ground to escape being killed by the sheriff officers and fractured his left arm (**Appendix A-5**); hence, Petitioner was permanently damaged and rendered destitute; hence, Petitioner cannot pay the filing fees for this action for being a fugitive and destitute and confined to live in the wooded jungle away from civilization, as Petitioner became a miserable and honest but an unfortunate and destitute homeless.

This instant Case is a case of first impression, in which an invalid and unconstitutional and nullity and unlawful and fraudulent Supplemental Final Judicial Report (**Appendix B-1**) was used against Petitioner; thus, the 09/28/2023, Supreme Court of Ohio's entry in Case 2023-GEN-0771 (**Appendix A-1**) is wrong for denying to block the invalid Supplemental Final Judicial Report and for leaving for the justices of the U.S. Supreme Court to permanently block the invalid Supplemental Final Judicial Report; thus, the justices of the U.S. Supreme Court cannot allow the invalid Supplemental Final Judicial Report being used against Petitioner in violation of the Ohio and U.S. Constitution in today's modern world; thus, the writ of certiorari should be granted or else Petitioner will be killed by the sheriff officers or else Petitioner must depart and flee the United States of America to become a refugee abroad.

On 09/28/2023, the Supreme Court of Ohio knew and should have known and ignored that CitiMortgage, Inc., committed a fraud upon the Franklin County, Ohio Court of Common Pleas by using its invalid Supplemental Final Judicial Report against Petitioner; hence, on September 28, 2023, the Supreme Court of Ohio allowed the invalid Supplemental Final Judicial Report and called upon the supervisory power of the justices of the U.S. Supreme Court to block it, as they cannot allow an invalid and nullity Supplemental Final Judicial Report that is unconstitutional and unlawful and let Petitioner get unconstitutionally killed by the sheriff officers. On 09/28/2023, the Supreme Court of Ohio ignored that the invalid Supplemental Final Judicial Report under lawlessness is not a Final Judicial Report under O.R.C. § 2329.191(B)(7). The writ of certiorari should be granted for the justices of the U.S. Supreme Court to block the lower Courts to allow lawlessness by extinguishing existing American federal and state laws to allow the invalid Supplemental Final Judicial Report being used against Petitioner in violation of the Ohio and the U.S. Constitutions and violation of existing American federal and state laws and O.R.C. § 2329 and the 5th and 8th and 14th Amendments to the U.S. Constitution; hence, existing American federal and state laws were not available for Petitioner's defense, as the lower Courts extinguished them. Petitioner lacks any adequate remedy in the ordinary course of the law.

Under existing American federal and state laws and in worldwide jurisdiction-in world nations, what is "final" cannot be "supplemented." Under the whole of Ohio law, what is "final" cannot be "supplemented." Under the whole of Ohio law, a "Final Judicial Report under O.R.C. § 2329.191(B)(7)" cannot be supplemented. In this instant Case, in a conspiracy to unconstitutionally kill Petitioner and *per se* taking his real property; hence, CitiMortgage, Inc., never filed a "Final Judicial Report under O.R.C. § 2329.191(B)(7)." A "Final Judicial Report under O.R.C. § 2329.191(B)(7)" is not the invalid and unlawful and unconstitutional "Supplemental Final Judicial Report" under lawlessness. It is Ohio law that because CitiMortgage, Inc., never filed a "Final Judicial Report under O.R.C. § 2329.191(B)(7)" and lacked a perfected lien under O.R.C. § 2329.02 against Petitioner's real property and had admitted on 11/05/2018, to have received payments in full from Petitioner and had certified and represented in its July 10, 2019, unsecured Proof of Claim that CitiMortgage, Inc., lacked any justiciable controversy against Petitioner and his wholly satisfied real property; hence, the justices of the U.S. Supreme Court should return and give back to Petitioner his wholly satisfied and paid off real property prior to January 31, 2024.

The lower Courts have allowed an invalid and unconstitutional and nullity and unlawful and fraudulent Supplemental Final Judicial Report (**Appendix B-1**) being used against Petitioner to confiscate Petitioner's wholly paid off real property (**Appendix B-9 and B-10**), and did not block it and left it to the justices of the U.S. Supreme Court to permanently block it, for being a first impression issue, which had never before been presented or litigated or adjudicated by the U.S. Supreme Court. The writ of certiorari should be granted because in allowing the automatically void *ab initio* under 11 U.S.C. § 524(a)(1) *in personam* judgments based on the invalid Supplemental Final Judicial Report; hence, the lower Courts had departed and disagreed and rejected and ignored and nullified the U.S. Supreme Court and other nationwide appellate Courts' precedents on the same issue of 11 U.S.C. § 524(a) and 11 U.S.C. § 727(a) and Fed. R. Bankr. P. 9011 and Rule 3001(c), and on the issues of rights to real property ownership and right to exclude *Cedar Point Nursery v Hassid* (**Appendix C-5**). The justices of the U.S. Supreme Court have established that an unlawful *per se* taking or confiscation of a real property is unconstitutional; thus, in this instant Case, because of the use of the invalid Supplemental Final Judicial Report being used against Petitioner; hence, the Ohio and the U.S. Constitutions were seriously violated to attract the supervisory power of the justices of the U.S. Supreme Court, as they cannot allow an invalid and nullity Supplemental Final Judicial Report and let Petitioner get killed by the sheriff officers unconstitutionally.

Petitioner kindly points to and demands the justices of the U.S. Supreme Court to find in the record and docket entries of the Foreclosure Case No. 2010-CV-09-13480 (**Appendix B-2**) that CitiMortgage, Inc., lacks a "perfected" certificate of judgment for obtaining a lien against Petitioner's real property that is issued under O.R.C. § 2329.02 and filed and recorded and perfected in the Franklin County, Ohio Recorder's Office, as provided in Sections of O.R.C. § 2329.02 and O.R.C. § 5309 of the Ohio Revised Code; hence, CitiMortgage, Inc., lacks a lien that attached to Petitioner's real property and that survived or passed through Bankruptcy; consequently, the May 11, 2023, decision of the Franklin County, Ohio 10th District Court of Appeals (**Appendix A-2**) conflicted with *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995) and its own precedent in *McClung v. McClung*, 10th Dist. Franklin No. 03AP-156, 2004-Ohio-240 (**Appendix C-6**); and other appellate Courts' precedents, as a matter of law and the facts. *In re Bonnie Sue Ostrander* Case No. 11-33801 (**Appendix C-7**); *Verba v. Ohio Cas. Ins. Co.*, 851 F.2d 811, 814 (6th Cir. 1988) (**Appendix C-8**); *In re Helligrath*, 569 B.R. 709, 713-14 (Bankr. S.D. Ohio 2017) (**Appendix C-9**); *In re Davis*, 539 B.R. 334, 341 (Bankr. S.D. Ohio 2015) (**Appendix C-10**); and attracted the supervisory power of the justices of the U.S. Supreme Court to settle the conflict among lower Courts on the same issue of a "perfected" certificate of judgment for obtaining a lien against a real property that is issued under O.R.C. § 2329.02 and unsecured lien and creditors. The justices of the U.S. Supreme Court should decide that under Ohio law, because CitiMortgage, Inc., never filed its Final Judicial Report; consequently, CitiMortgage, Inc., was barred by O.R.C. § 2329.191(B)(7) to *per se* taking and confiscating Petitioner's wholly satisfied real property.

The Supreme Court of Ohio is a state Court of last resort in Ohio. The Supreme Court of Ohio entered a decision (**Appendix A-1**) on September 28, 2023, which sustained the Franklin County, Ohio 10th District Court of Appeals' "conflicting" decision (**Appendix A-2**) based on an invalid and unlawful and unconstitutional "Supplemental Final Judicial Report" (**Appendix B-1**) with other nationwide appellate Courts' decision on the same issue of 11 U.S.C. § 524 and 11 U.S.C. § 1326(c) and 11 U.S.C. § 727(a) and the Ohio Revised Code O.R.C. § 2329.02 and O.R.C. § 2329.191 and O.R.C. § 2329.191(B)(7) and Fed. R. Bankr. P. 9011 and Rule 3001; and denied its jurisdiction in the Case No. 2023-GEN-0771 on September 28, 2023, in its decision (**Appendix A-1**) and left for the U.S. Supreme Court to permanently blocking the invalid and unlawful and unconstitutional Supplemental Final Judicial Report, which was not enacted into law by the Ohio Legislature or the U.S. Congress, and which is lawlessness and a legal nullity and not provided under the whole of existing American federal and state

laws and the Ohio and the U.S. Constitutions and O.R.C. § 2329.191, since under the whole of existing American federal and state laws and the Ohio and the U.S. Constitutions and elsewhere in the whole world in all nations what is “final” cannot be “supplemented;” hence, the U.S. Supreme Court should permanently block the invalid and unlawful and unconstitutional “Supplemental Final Judicial Report” and should block lawlessness in the lower Courts. The U.S. Supreme Court should enforce existing American federal and state laws and the Ohio and the U.S. Constitutions and the Federal Preemption Doctrine of federal laws over state laws, not limited to enforcing 11 U.S.C. § 524 and 11 U.S.C. § 1326(c) and 11 U.S.C. § 727(a) and Fed. R. Bankr. P. 9011 and Rule 3001 and O.R.C. § 2329.02 and O.R.C. § 2329.191 and O.R.C. § 2329.191(B)(7) against “unsecured” CitiMortgage, Inc.

The writ of certiorari is warranted because resolution of these two questions presented in this petition for a writ of certiorari has far-reaching implications upon thousands of homeowners’ right to real property ownership and right to exclude and has present and future public interest in the integrity and impartiality of the whole American federal and state judicial systems to enforcing 11 U.S.C. § 524 and 11 U.S.C. § 1326(c) and 11 U.S.C. § 727(a) and Fed. R. Bankr. P. 9011 and Rule 3001 and O.R.C. § 2329.02 and O.R.C. § 2329.191 and O.R.C. § 2329.191(B)(7); and will remove nationwide conflicts in Courts across the country on the same issues of 11 U.S.C. § 524 and 11 U.S.C. § 1326(c) and 11 U.S.C. § 727(a) and Fed. R. Bankr. P. 9011 and Rule 3001 and O.R.C. § 2329.02 and O.R.C. § 2329.191 and O.R.C. § 2329.191(B)(7); hence, the lower Courts lacked the discretion to ignore that CitiMortgage, Inc., never filed a Final Judicial Report under O.R.C. § 2329.191(B)(7) and lacked a perfected certificate of judgment under O.R.C. § 2329.02 to attach a lien against Petitioner’s real property that was filed and recorded in the Franklin County, Ohio Recorder’s Office and had represented on July 10, 2019, in the Bankruptcy Case No. 2:19-bk-52868 in its unsecured Proof of Claim 6-1 (**Appendix B-10**) that CitiMortgage, Inc., lacked an enforceable 11/15/2018, Foreclosure Judgment against Petitioner and his real property and was estopped effective 07/10/2019, under the Federal Preemption Doctrine of Fed. R. Bankr. P. 9011 to claim any mortgage lien in Franklin County, Ohio Court of Common Pleas against Petitioner and his wholly paid off real property. Under existing law, because on July 10, 2019, CitiMortgage, Inc., lacked an enforceable 11/15/2018, Foreclosure Judgment against Petitioner and his real property in the Bankruptcy Case No. 2:19-bk-52868 and certified to be an “unsecured” creditor under Fed. R. Bankr. P. 9011; hence, CitiMortgage, Inc., was estopped effective 07/10/2019, under the Federal Preemption Doctrine of Fed. R. Bankr. P. 9011 to claim any mortgage lien in Franklin County, Ohio Court of Common Pleas against Petitioner and his wholly paid off real property. O.R.C. § 2329.02; O.R.C. § 2329.191(B)(7); Fed. R. Bankr. P. 9011; *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995); *McChung v. McChung*, 10th Dist. Franklin No. 03AP-156, 2004-Ohio-240; *In re Bonnie Sue Ostrander* Case No. 11-33801; *Verba v. Ohio Cas. Ins. Co.*, 851 F.2d 811, 814 (6th Cir. 1988); *In re Hellgrath*, 569 B.R. 709, 713-14 (Bankr. S.D. Ohio 2017); *In re Davis*, 539 B.R. 334, 341 (Bankr. S.D. Ohio 2015).

Under the Franklin County, Ohio 10th District Court of Appeals’ May 11, 2023, conflicting opinion (**Appendix A-2**), the existing American federal and state laws and the U.S. Bankruptcy process and orders of discharge and the U.S. Supreme Court and other Courts’ precedents on the same issues of right to real property ownership and right to exclude and O.R.C. § 2329.02; O.R.C. § 2329.191(B)(7); Fed. R. Bankr. P. 9011; 11 U.S.C. § 524(a) and 11 U.S.C. § 1326(c) will be abolished and nullified and not available; thus, Debtors’ ability to obtain a Bankruptcy fresh start will be impaired as unsecured and unscheduled creditors will enforce automatically void *ab initio in personam* judgments to collect Debtors’ discharged personal debts, resulting in causing a nationwide devastation and outcry and chaos and alarming *per se* taking and confiscation of real property. This instant Case is a particularly suitable vehicle for resolving the two questions presented and is a particularly suitable vehicle for considering the

two questions presented because it showcases that the whole of existing American federal and state laws and the Ohio and U.S. Constitutions were nullified and not available for Petitioner's defense.

The two questions presented are also of extreme importance in the proper judicial administration of enforcing the whole of existing American federal and state laws nationwide across the country. The Franklin County, Ohio 10th District Court of Appeals' May 11, 2023, conflicting opinion created new problems affecting and made unreachable the public right to real property ownership and right to exclude. One of the present conflict in this instant Case is Petitioner's Bankruptcy Order of Discharge being nullified and ignored and CitiMortgage, Inc.'s judgments were not declared automatically void *ab initio* under 11 U.S.C. § 524(a)(1); while nationwide in other districts, the Debtor's Bankruptcy Orders of Discharge in *McClung v. McClung*, 2004-Ohio-240; *In re Pavelich* 229 B.R. 777 (B.A.P. 9th Cir. 1999); *Lance Invest. Corp. v. Burkhalter*, 2022-Ohio-2675; *Hamilton v. Herr* (In re *Hamilton*), 540 F.3d 367, 373-74 (6th Cir. 2008); *Riley v. AmTrust Mortg. Corp.* (In re *Riley*), Bankr.M.D.N.C. Nos. 05-80548 and 14-09037, 2014 Bankr. LEXIS 4923, 5 (Dec. 4, 2014) were not nullified and not ignored and creditors' judgments were declared automatically void *ab initio* under 11 U.S.C. § 524(a)(1); hence, the justices of the U.S. Supreme Court should find that because of Respondents' use of the invalid Supplemental Final Judicial Report against Petitioner; hence, Petitioner was denied the equal protection under the law rights.

One of the conflicts in this instant Case is Petitioner's Bankruptcy Order of Discharge being nullified and ignored and CitiMortgage, Inc.'s judgments were not declared automatically void *ab initio* under 11 U.S.C. § 524(a)(1); while nationwide in other districts, the Debtor's Bankruptcy Orders of Discharge in *McClung v. McClung*, 2004-Ohio-240; *In re Pavelich* 229 B.R. 777 (B.A.P. 9th Cir. 1999); *Lance Invest. Corp. v. Burkhalter*, 2022-Ohio-2675; *Hamilton v. Herr* (In re *Hamilton*), 540 F.3d 367, 373-74 (6th Cir. 2008); *Riley v. AmTrust Mortg. Corp.* (In re *Riley*), Bankr.M.D.N.C. Nos. 05-80548 and 14-09037, 2014 Bankr. LEXIS 4923, 5 (Dec. 4, 2014) were not nullified and not ignored and creditors' judgments were declared automatically void *ab initio* under 11 U.S.C. § 524(a)(1); hence, the justices of the U.S. Supreme Court should find that because of Respondents' use of the invalid Supplemental Final Judicial Report against Petitioner; hence, Petitioner was denied the equal protection under the law rights. In this instant Case, one of the conflicts is that Petitioner is being denied the enforcement of 11 U.S.C. § 524(a)(1) to void *ab initio in personam* judgments, while debtors under similar facts or circumstances being granted the enforcement of 11 U.S.C. § 524(a)(1) to void *ab initio in personam* judgments.

The justices of the U.S. Supreme Court should agree that without enforcing O.R.C. § 2329.02 and O.R.C. § 2329.191(B)(7) against CitiMortgage, Inc.; hence, the Franklin County, Ohio 10th District Court of Appeals erroneously and wrongfully held in its May 11, 2023, decision (**Appendix A-2**) as follows:

On May 1, 2019, while the appeal of the foreclosure judgment was pending, Nyamusevya filed for bankruptcy. The bankruptcy court later issued a discharge of his personal liabilities but did not discharge CitiMortgage's mortgage lien on Nyamusevya's property. *In re Nyamusevya*, 644 B.R. 375 (Bankr.S.D. Ohio 2022).

{¶ 10} Here, Nyamusevya has exhausted the appeals process on the foreclosure judgment. He may not resurrect his failed arguments with respect to the foreclosure judgment in his appeal from the confirmation of sale. Nyamusevya repeatedly argues that CitiMortgage's mortgage lien did not survive but was discharged in the bankruptcy proceeding. We note that the Sixth Circuit Court of Appeals found otherwise. "[Nyamusevya]'s discharge precludes CitiMortgage from collecting its debt directly from the Debtor himself (*in personam*) but does not prevent CitiMortgage from

liquidating the Debtor's Property to satisfy the debt (*in rem*).” (Emphasis sic.) *Nyamusevya v. CitiMortgage, Inc.*, No. 19-8027, 2021 Bankr. LEXIS 174, *15 (B.A.P. 6th Cir. Jan. 20, 2021).

In this instant Case, Petitioner kindly asks the justices of the U.S. Supreme Court where is CitiMortgage, Inc.'s lien under O.R.C. § 2329.02 that was perfected and recorded in the Franklin County, Ohio Recorder's Office under O.R.C. § 2329.02 before the Bankruptcy petition was filed and that is not affected by the Bankruptcy? There is none; hence, the justices of the U.S. Supreme Court should vacate the May 11, 2023, 10th District Court of Appeals' conflicting decision on the same issue of O.R.C. § 2329.02 and a mortgage lien on Nyamusevya's property and should return and give back to Petitioner his real property prior to January 31, 2024. In this instant Case, without enforcing O.R.C. § 2329.02 against CitiMortgage, Inc., the 10th District Court of Appeals held that: “but did not discharge CitiMortgage's **mortgage lien** on Nyamusevya's property. *In re Nyamusevya*, 644 B.R. 375 (Bankr.S.D.Ohio 2022);” hence, where is CitiMortgage's mortgage lien on Nyamusevya's property under O.R.C. § 2329.02? Where is it? *McChung v. McChung*, 10th Dist. Franklin No. 03AP-156, 2004-Ohio-240; *In re Bonnie Sue Ostrander* Case No. 11-33801; *Verba v. Ohio Cas. Ins. Co.*, 851 F.2d 811, 814 (6th Cir. 1988); *In re Hellgrath*, 569 B.R. 709, 713-14 (Bankr. S.D. Ohio 2017); *In re Davis*, 539 B.R. 334, 341 (Bankr. S.D. Ohio 2015). In its own precedent in *McChung v. McChung*, 10th Dist. Franklin No. 03AP-156, 2004-Ohio-240, the same 10th District Court of Appeals held as follows:

{¶10} The filing of a bankruptcy petition creates a bankruptcy estate,... Generally, and with exceptions not applicable here, **a lien that was perfected before the Bankruptcy petition was filed is not affected by the Bankruptcy** because the debtor no longer had an equitable interest in the property. Section 541(a)(1), (2), Title 11, U.S. Code.

Pertaining on the same issue of O.R.C. § 2329.02 and a mortgage lien on Nyamusevya's property; thus, Petitioner kindly demands the justices of the U.S. Supreme Court to find and to follow the U.S. Bankruptcy Court Northern District of Ohio Western Division in *In re Bonnie Sue Ostrander* Case No. 11-33801, which held in Note 5 on page 6 as follows:

Note 5:

Under Ohio law, entry of a money judgment does not standing alone constitute a judgment lien on property. *In re Hellgrath*, 569 B.R. 709, 713-14 (Bankr. S.D. Ohio 2017)... generally a judgment lien arises on “lands and tenements of each judgment debtor within any county of this state from the time there is filed in the office of the clerk of the court of common pleas of such county **a certificate of such judgment....**” Ohio Rev. Code § 2329.02; *In re Davis*, 539 B.R. 334, 341 (Bankr. S.D. Ohio 2015)... A judgment lien does not attach to and become a “valid” lien or encumbrance against an entity or a person as such. Rather, it attaches to and becomes a judgment lien on specific property of the judgment debtor only as and when provided by Ohio law. See *Verba v. Ohio Cas. Ins. Co.*, 851 F.2d 811, 814 (6th Cir. 1988).

Pertaining on the same issue of O.R.C. § 2329.02 and a mortgage lien on Nyamusevya's property; thus, Petitioner kindly demands the justices of the U.S. Supreme Court to find and to follow the U.S. Bankruptcy Court's decision in *In re Davis*, 539 B.R. 334, 341 (Bankr. S.D. Ohio 2015) and to find that the lower Courts ignored that in the Case No. 14-52909 in the U.S. Bankruptcy Court, S.D. Ohio, Eastern Division, the Bankruptcy Court held in *In re Davis*, 539 B.R. 334, 341 (Bankr. S.D. Ohio 2015) that:

Under Ohio law, a judgment lien is created by filing **a certificate of judgment in accordance with § 2329.02 of the Ohio Revised Code**. The lien attaches to all real property located in the county on the date the certificate of judgment is filed. Ohio Rev. Code § 2329.02.

Pertaining on the same issue of O.R.C. § 2329.02 and a mortgage lien on Nyamusevya's property; thus, Petitioner kindly demands the justices of the U.S. Supreme Court to find and to follow the U.S. Bankruptcy Court's decision in *In re Hellgrath*, 569 B.R. 709, 713-14 (Bankr. S.D. Ohio 2017) and to find that the lower Courts ignored that in the Case No. 17-10081 in the U.S. Bankruptcy Court, S.D. Ohio, Western Division, the Bankruptcy Court held in *In re Hellgrath*, 569 B.R. 709, 713-14 (Bankr. S.D. Ohio 2017) as follows:

Under Ohio law, a judgment, standing alone, does not give rise to a lien or security interest. *714 *French v. State Farm Mutual Auto. Ins. Co. (In re LaRotonda)*, 436 B.R. 491, 497 (Bankr. N.D. Ohio 2010). Although liens can be created in other ways, **a judicial or judgment lien is generally created by filing a certificate of judgment in accordance with Ohio Revised Code Section 2329.02.** *In re Davis*, 539 B.R. 334, 341 (Bankr. S.D. Ohio 2015). Upon filing the certificate of judgment in a specific county, the lien then attaches to all real property owned by the judgment debtor in that county. Ohio Rev. Code § 2329.02; *Davis*, 539 B.R. at 341.

Pertaining on the same issue of O.R.C. § 2329.02 and a mortgage lien on Nyamusevya's property; thus, Petitioner kindly demands the justices of the U.S. Supreme Court to impartially decide that the lower Courts lacked the discretion to ignore the holding of the U.S. Bankruptcy Court's decision in *Verba v. Ohio Cas. Ins. Co.*, 851 F.2d 811, 814 (6th Cir. 1988) and to impartially decide that the lower Courts lacked the discretion to ignore that the U.S. Court of Appeals for the Sixth Circuit held in *Verba v. Ohio Cas. Ins. Co.*, 851 F.2d 811, 814 (6th Cir. 1988) as follows:

First, we turn to Ohio law to determine the nature of Ohio Casualty's lien which it obtained by **filing a certificate of judgment pursuant to Ohio Rev. Code § 2329.02.** Although there is no clear pronouncement from the Supreme Court of Ohio on the nature of such an interest, we find that the decisions of the Ohio Courts of Appeals provide ample guidance. **Under Ohio law "[t]he lien acquired by filing a certificate of judgment in accordance with O.R.C. § 2329.02 is a statutory lien** which is effective from the date of filing on all real estate located in the county." *Feinstein v. Rogers*, 2 Ohio App.3d 96, 97-98, 440 N.E.2d 1207, 1209 (1981) (citing *Maddox v. Astro Investments*, 45 Ohio App.2d 203, 343 N.E.2d 133 (1975)).

The Court's record of the Foreclosure Case No. 2010-CV-09-13480 (**Appendix B-2**) and the Franklin County, Ohio Public Land Recorder's Office's record of Petitioner's real property's title (**Appendix B-7**) clearly and unquestionably substantiate that CitiMortgage, Inc., lacked a "perfected" certificate of judgment under O.R.C. § 2329.02 for obtaining a lien against Petitioner's real property that was filed and recorded in Franklin County, Ohio Public Land Recorder's Office (see docket entries in Foreclosure Case No. 2010-CV-09-13480 (**Appendix B-2**)); consequently, CitiMortgage, Inc., lacks any mortgage lien against Nyamusevya's real property. *McClung v. McClung*, 10th Dist. Franklin No. 03AP-156, 2004-Ohio-240 (**Appendix C-1**); and *In re Bonnie Sue Ostrander* Case No. 11-33801 (**Appendix C-2**); *Verba v. Ohio Cas. Ins. Co.*, 851 F.2d 811, 814 (6th Cir. 1988) (**Appendix C-3**); *In re Hellgrath*, 569 B.R. 709, 713-14 (Bankr. S.D. Ohio 2017) (**Appendix C-4**); *In re Davis*, 539 B.R. 334, 341 (Bankr. S.D. Ohio 2015) (**Appendix C-5**); thus, the justices of the U.S. Supreme Court should grant the writ of certiorari to resolve this conflict among lower Courts pertaining on the same issue of O.R.C. § 2329.02 and a mortgage lien on Nyamusevya's property under state laws. The justices of the U.S. Supreme Court should impartially vacate the May 11, 2023, 10th District Court of Appeals' decision and should vacate the Franklin County, Ohio Court of Common Pleas' *pre-discharge in personam* 11/15/2018, Foreclosure Judgment and *post-discharge in personam* August 01, 2022, and July 06, 2022, Confirmation of Sale Orders and should return and give back to Petitioner his real property prior to January 31, 2024.

Petitioner was discharge on 11/21/2019 and enforced 11 U.S.C. § 524(a) against CitiMortgage, Inc. Because the evidentiary facts and the Courts' records and the Franklin County, Ohio Public Land Recorder's Office's record of Petitioner's real property title substantiate that CitiMortgage, Inc., lacks a certificate of judgment under O.R.C. § 2329.02 and did not file a Final Judicial Report under O.R.C. § 2329.191(B)(7); and had filed on July 10, 2019, an "unsecured" Proof of Claim in Petitioner's Bankruptcy Case No. 2:19-bk-52868; and wholly lacked and was barred to confiscate Petitioner's wholly satisfied and paid off real property; consequently, pertaining on the same issue of 11 U.S.C. § 524(a); thus, Petitioner kindly demands the justices of the U.S. Supreme Court to impartially return and give back to Petitioner his wholly satisfied and paid off real property prior to January 31, 2024 and to decide that the lower Courts lacked the discretion to ignore that in Franklin County, Ohio the 10th District Court of Appeals in *McChung v. McChung*, 10th Dist. Franklin No. 03AP-156, 2004-Ohio-240 decided as follows:

{¶10} The filing of a bankruptcy petition creates a bankruptcy estate,... Generally, and with exceptions not applicable here, **a lien that was perfected before the Bankruptcy petition was filed is not affected by the Bankruptcy** because the debtor no longer had an equitable interest in the property. Section 541(a)(1), (2), Title 11, U.S. Code.

{¶12} When a debtor completes his or her obligations to the bankruptcy estate, he or she receives a discharge. Sections 524, 727, Title 11, U.S. Code. **The discharge relieves a Debtor of personal liability for all pre-petition debt and enjoins any action to collect, recover, or offset a discharged obligation.** Section 524(a), Title 11, U.S. Code.

{¶13}... **However, the mortgage holder still holds a secured lien against the marital house, which survives the bankruptcy and continues until foreclosure or until the mortgage is satisfied.** *Dewsnup v. Timm* (1992), 502 U.S. 410, 417, 112 S.Ct. 773...

Pertaining on the same issue of 11 U.S.C. § 524(a); thus, Petitioner kindly demands the justices of the U.S. Supreme Court to impartially decide that the lower Courts lacked the discretion to ignore that the Court in *Lance Invest. Corp. v. Burkhalter*, 2022-Ohio-2675 (**Appendix C-1**) decided as follows:

{¶6} 11 U.S.C. 727(b) grants to the debtor who is discharged under 11 U.S.C. 727(a), a discharge from all debts that arose before the date of the order for relief under Chapter 7,... The discharge relieves a debtor of personal liability for all pre-petition debt and enjoins any action to collect, recover, or offset a discharged obligation. *McChung v. McChung*, 10th Dist. Franklin No. 03AP-156, 2004-Ohio-240, ¶ 12, citing 11 U.S.C. 524(a)... Specifically, a discharge in a case

- (1) voids any judgment at any time obtained, to the extent that such judgment is a determination of the personal liability of the debtor with respect to any debt discharged under section 727 * * * whether or not discharge of such debt is waived;
- (2) operates as an injunction against the commencement or continuation of an action, the employment of process, or an act, to collect, recover or offset any such debt as a personal liability of the debtor, whether or not discharge of such debt is waived; 11 U.S.C. 524(a).

{¶7} **By the express terms of 11 U.S.C. 524(a)(1), any judgment entered after entry of the discharge is void to the extent that the judgment purports to establish personal liability of the debtor with respect to a discharged debt.** See *Riley v. AmTrust Mortg. Corp.* (In re Riley), Bankr.M.D.N.C. Nos. 05-80548 and 14-09037, 2014 Bankr. LEXIS 4923, 5 (Dec. 4, 2014).

{¶8} The record reveals that the issue of Appellant's bankruptcy discharge was not raised before the trial court. **"Section 524(a) is meant to operate automatically * * * with no need for the debtor to assert the discharge to render the judgment void."** *Riley* at 7, citing 4 Collier on Bankruptcy ¶ 524.02[1] (Alan Resnick & Henry Sommer eds., 16th Ed.). **Because Appellant's pre-bankruptcy petition debt was discharged by bankruptcy, the judgment rendered against her in municipal court is void.**

Pertaining on the same issue of 11 U.S.C. § 524(a); thus, Petitioner kindly demands the justices of the U.S. Supreme Court to impartially decide that the lower Courts lacked the discretion to ignore that the U.S. Court of Appeals for the Sixth Circuit decided in *Hamilton v. Herr* (In re *Hamilton*), 540 F.3d 367, 372 (6th Cir. 2008) (**Appendix C-4**) as follows:

This case requires us to determine whether 11 U.S.C. § 524(a) makes a state-court judgment void *ab initio* when entered against a debtor whose dischargeable debts had been discharged, or whether the *Rooker-Feldman* doctrine compels federal courts to respect the state-court judgment. **WE CONCLUDE THAT § 524(A) PREVAILS AND STATE COURT JUDGMENTS THAT MODIFY A DISCHARGE ORDER ARE VOID AB INITIO.**

On March 27, 1998, the bankruptcy court discharged all of the Debtor's "dischargeable debts," and stated that:

Any judgment heretofore or hereafter obtained in any court other than this court is null and void as a determination of the personal liability of the debtor with respect to any of the following:

- (a) debts dischargeable under 11 U.S.C. § 523;
- (b) unless heretofore or hereafter determined by order of this court to be nondischargeable, debts alleged to be excepted from discharge under clauses (2), (4), (6) and (15) of 11 U.S.C. § 523(a);
- (c) debts determined by this court to be discharged.

J.A. at 51 (Discharge of Debtor ¶ 2) (emphasis added). **This order enjoined "[a]ll creditors whose debts are discharged by this order and all creditors whose judgments are declared null and void by [the paragraph] above... from instituting or continuing any action or employing any process or engaging in any act to collect such debts as personal liabilities of the above-named debtor."** J.A. at 51 (Discharge of Debtor ¶ 3).

This case requires us to elaborate upon the meaning of 11 U.S.C. § 524(a). That provision states in part that "[a] discharge in a case under this title — . . . (2) operates as an injunction against the commencement or continuation of an action, the employment of process, or an act, to collect, recover or offset any such debt as a personal liability of the debtor, *whether or no discharge of such debt is waived*" 11 U.S.C. § 524(a) (emphasis added). This provision was designed "to effectuate the discharge and make it unnecessary to assert it as an affirmative defense in a subsequent state court action." 4 COLLIER ON BANKRUPTCY ("COLLIER") ¶ 524.LH[1], at 524-57 (Sept. 2005) (Lawrence P. King ed., 15th ed. rev.).

[S]ection 524(a) declares that any judgment on a discharged debt in any forum other than the bankruptcy court is null and void as it affects the personal liability of the debtor. . . .

Accordingly, if a creditor brings a collection suit after discharge, and obtains a judgment against the debtor, the judgment is rendered null and void by section 524(a). The purpose of the provision is to make it absolutely unnecessary for the debtor to do anything at all in the collection action.

Id., at 524-61. And it is for that reason that the Bankruptcy Court of the Northern District of Ohio noted that a debtor need not raise his discharge in bankruptcy as an affirmative defense, because thanks to § 524(a) "such an affirmative defense is unnecessary and has been since 1970." *Braun v. Champion Credit Union (In re Braun)*, 141 B.R. 133, 138 (Bankr.N.D.Ohio 1992)... When made without legal authority, a *374 state-court judgment that modifies the discharge order "is a legal nullity and void *ab initio*." *Id.*; see also *In re Cruz*, 254 B.R. 801, 811 (Bankr.S.D.N.Y. 2000) (applying *In re Pavelich*).

Pertaining on the same issue of 11 U.S.C. § 524(a); thus, Petitioner kindly demands the justices of the U.S. Supreme Court to impartially decide that the lower Courts lacked the discretion to ignore that the Court in *In re Pavelich* 229 B.R. 777 (B.A.P. 9th Cir. 1999) decided as follows:

II

The key question is whether the bankruptcy court can enforce the discharge in the face of a contrary state court judgment. It can.

A

By federal statute, any judgment of any court that does not honor the bankruptcy discharge is "void" to that extent. **Specifically, a bankruptcy discharge "voids any judgment at any time obtained, to the extent that such judgment is a determination of the personal liability of the debtor with respect to any debt discharged under section 727, ... whether or not discharge of such debt is waived".** 11 U.S.C. § 524(a)(1). The discharge also operates as an injunction against the commencement or continuation of an action to collect a discharged debt as a personal liability of the debtor. 11 U.S.C. § 524(a)(2).

Section 524(a) was derived from former Bankruptcy Act § 14f, which was added in 1970 to correct a perceived abuse arising from the former status of a bankruptcy discharge...

By declaring that "any judgment theretofore or there after obtained in any other court is null and void as a determination of the personal liability of the bankrupt" as to discharged debts, Congress was expressly making it possible for a discharged debtor to ignore a creditor's subsequent action in a non-bankruptcy court. Bankruptcy Act § 14f, *added by* Pub.L. 91-467, § 3, 84 Stat. 991, *repealed by* Pub.L. 95-598, § 401, 92 Stat. 2682 (1978); 4 LAWRENCE P. KING, ET AL., COLLIER ON BANKRUPTCY ¶ 524.LH (15th ed. rev. 1998).

The affirmative nature of the defense of discharge in bankruptcy, thus, was effectively outlawed in 1970. It became an absolute defense that relieved a discharged debtor from the need to defend a subsequent action in state court. *See* H.Rep. No. 91-1502, *782 91st Cong. 1-2 (1970); S.Rep. No. 91-117, 91st Cong. (1970); 116 CONG.REC. 9549 (1970) (Statement of Cong. Wiggins).

Thus, all judgments purporting to establish personal liability of a debtor on a discharged debt, including judgments obtained after bankruptcy, are void to that extent. They are not voidable, they are void *ab initio* as a matter of federal statute.

B

The statutory voidness and statutory injunction created by § 524(a) operate to strip a state court of the subject matter jurisdiction to require a debtor to pay a discharged debt. This plays out in several ways... One consequence is that a federal court need not give full faith and credit to state court judgments to the extent that they are void under § 524(a)(1). *Fernandez-Lopez v. Fernandez-Lopez (In re Fernandez-Lopez)*, 37 B.R. 664, 668-70 (9th Cir. BAP 1984) (*citing Local Loan Co. v. Hunt*, 292 U.S. 234, 54 S.Ct. 695, 78 L.Ed. 1230 (1934)). Hence, § 524(a) is a statutory exception to the Full Faith and Credit Statute. 28 U.S.C. § 1738.

Petitioner kindly demands the justices of the U.S. Supreme Court to impartially decide that under the penalty of perjury and Fed. R. Bankr. P. 9011, Petitioner did not list or schedule CitiMortgage, Inc., as a secured creditor with a lien on Petitioner's real property; in fact, on July 10, 2019, honestly and correctly under the penalty of perjury and Fed. R. Bankr. P. 9011 to the best of CitiMortgage, Inc., own belief and knowledge and information; thus, CitiMortgage, Inc., certified in corroboration by filing its "unsecured" Proof of Claim 6-1 (**Appendix B-10**) declaring that Petitioner's real property is unmortgaged and free from any CitiMortgage, Inc.'s lien. Pertaining on the same issue of 11 U.S.C. § 524(a); thus, Petitioner kindly demands the justices of the U.S. Supreme Court to impartially decide that the lower Courts lacked the discretion to ignore that the Court in *Riley v. AmTrust Mortg. Corp.* (In re *Riley*), Bankr.M.D.N.C. Nos. 05-80548 and 14-09037, 2014 Bankr. LEXIS 4923, 5 (Dec. 4, 2014) decided that:

The United States Bankruptcy Code provides that **the discharge entered in any bankruptcy case "voids any judgment at any time obtained to the extent that such judgment is a determination of the personal liability of the debtor with respect to any debt discharged . . . whether or not discharge of such debt is waived."** 11 U.S.C. § 524(a)(1).

By the express terms of 11 U.S.C. § 524(a)(1), **any judgment entered after entry of the discharge is void to the extent that the judgment purports to establish personal liability of the Debtor with respect to a discharged debt.**

In this case, the Debtor did not raise the issue of his discharge as a defense in the State Court, and, therefore, the issue of whether this debt was discharged was not an issue actually litigated in the State Court. . . . This Court finds that the debt was discharged. Under 11 U.S.C. § 727(b), "a discharge... discharges the debtor from all debts that arose before the date of the order for relief under this chapter . . ." unless there is a timely and successful action brought objecting to the debtor's discharge based upon one of the exceptions listed in 11 U.S.C. § 727(a), none of which exceptions are applicable in this case.

As set forth above, the language of 524(a)(1) states, "[a] discharge in a case under this title voids any judgment at any time obtained, to the extent that such judgment is a determination of the personal liability of the debtor with respect to any debt discharged . . .," Collier on Bankruptcy explains the intent and effect of this statute as follows:

Section 524(a)(1) clearly pertains to judgments obtained both before and after the discharge order, in that it refers to "any judgment at any time obtained."

Section 524(a) is meant to operate automatically, with no need for the debtor to assert the discharge to render the judgment void. A bankruptcy court can find that a *post-petition* state court judgment is void despite the full faith and credit normally given to state court judgments. Because of the language that such a judgment is void, "whether or not discharge of such debt is waived," a creditor cannot claim that the voidness of the judgment was waived under a theory of estoppel when a debtor fails to raise the discharge as a defense. 4 Collier on Bankruptcy ¶ 524.02[1] (Alan Resnick & Henry Sommer eds. 16th ed.). See also *In re Hamilton*, 540 F.3d 367 (6th Cir. 2008); *Pavelich v. McCormick, Barstow, Sheppard, Wayte & Carruth LLP* (In re *Pavelich*), 229 B.R. 777, 783 (9th Cir. BAP 1999) (finding a state court's judgment holding a debtor personally liable on a discharged debt is void ab initio because it was clearly erroneous and the bankruptcy court had the power under Section 524 to find the decision void); *In re Presley*, 288 B.R. 732, 735-736 (Bankr. W.D. Va. 2003) (holding that a bankruptcy court may declare *post-discharge* judgment entered by the state court void where the judgment is void as having been entered in violation of the discharge injunction); *Keenom v. All America Marketing* (In re *Keenom*), 231 B.R. 116, 128

(Bankr.M.D.Ga.1999) (finding a bankruptcy court can void judgment entered *post-discharge* in a state court if the state court determines that the debtor is personally liable for a debt previously discharged by the bankruptcy court); and *In re Meadows*, 428 B.R. 894, 910 (Bankr. N.D.Ga. 2010) (interpreting "void" to be a term of art that equals nullity, giving any court the ability to make a collateral attack on a judgment); *In re Gurrola*, 328 B.R. 158, 170 (B.A.P. 9th Cir. 2005)

In this instant Case, Petitioner kindly demands the justices of the U.S. Supreme Court to impartially decide that the lower Courts lacked the discretion to ignore that the Court in *Riley v. AmTrust Mortg. Corp.* (In *re Riley*), Bankr.M.D.N.C. Nos. 05-80548 and 14-09037, 2014 Bankr. LEXIS 4923, 5 (Dec. 4, 2014) decided that "The United States Bankruptcy Code provides that Petitioner's 11/21/2019, discharge entered in Bankruptcy Case No. 2:19-bk-52868 and Petitioner's ex-spouse Consolata Nkurunziza's 01/21/2016, discharge entered in Bankruptcy Case No. 2:15-bk-52830 "voided all of CitiMortgage, Inc.'s *in personam* judgment and Confirmation of Sale Orders at any time obtained retroactively *pre-discharge* and *post-discharge* to the extent that CitiMortgage, Inc.'s judgment and Orders were determination of the personal liability of Petitioner with respect to any debt discharged; hence, Petitioner kindly demands the justices of the U.S. Supreme Court to return and give back to Petitioner his real property prior to January 31, 2014 under the U.S. Supreme Court's precedents and existing American federal and state laws and the Ohio and U.S. Constitutions, as Petitioner's real property was unlawfully and unconstitutionally *per se* taken and confiscated using an unconstitutional and invalid Supplemental Final Judicial Report, which is not a Final Judicial Report under O.R.C. § 2329.191(B)(7), while unsecured CitiMortgage, Inc.'s July 10, 2019, unsecured Proof of Claim 6-1 (**Appendix B-10**) was wholly discharged and extinguished by discharge Orders, while CitiMortgage, Inc., lacked a perfected certificate of judgment under O.R.C. § 2329.02; hence, the evidentiary facts and existing laws and the Ohio and U.S. Constitutions have spoken in favor of meritorious Petitioner, right before the eyes of the very impartial justices of the U.S. Supreme Court and in a highly impartial U.S. Supreme Court. Never the justices of the U.S. Supreme Court can allow an unconstitutional and invalid Supplemental Final Judicial Report (**Appendix B-1**) to affect Petitioner and American homeowners.

The U.S. Supreme Court should impartially decide that the Court's record of the Foreclosure Case No. 2010-CV-09-13480 (**Appendix B-2**) and the Franklin County, Ohio Public Land Recorder's Office's record of Petitioner's real property's title (**Appendix B-7**) clearly and unquestionably substantiate that CitiMortgage, Inc., lacked a "perfected" certificate of judgment under O.R.C. § 2329.02 for obtaining a lien against Petitioner's real property that was filed and recorded in Franklin County, Ohio Public Land Recorder's Office (see docket entries in Foreclosure Case No. 2010-CV-09-13480 (**Appendix B-2**)); hence, CitiMortgage, Inc., lacks any mortgage lien against Nyamusevya's real property. *McClung v. McClung*, 10th Dist. Franklin No. 03AP-156, 2004-Ohio-240 (**Appendix C-1**); and *In re Bonnie Sue Ostrander* Case No. 11-33801 (**Appendix C-2**); *Verba v. Ohio Cas. Ins. Co.*, 851 F.2d 811, 814 (6th Cir. 1988) (**Appendix C-3**); *In re Hellgrath*, 569 B.R. 709, 713-14 (Bankr. S.D. Ohio 2017) (**Appendix C-4**); *In re Davis*, 539 B.R. 334, 341 (Bankr. S.D. Ohio 2015) (**Appendix C-5**); thus, the justices of the U.S. Supreme Court should grant the writ of certiorari to resolve this conflict among lower Courts.

Because Petitioner was granted his 11/21/2019, Bankruptcy Order of Discharge, which he filed on the record of the Foreclosure Case No. 2010-CV-09-13480; hence, the justices of the U.S. Supreme Court should decide that, "By the express terms of 11 U.S.C. 524(a)(1), the *post-discharge in personam* August 01, 2022, (**Appendix A-6**) and July 06, 2022, (**Appendix A-7**) Confirmation of Sale Orders entered after entry of the 11/21/2019, (**Appendix A-9**) and (**Appendix A-10**) Bankruptcy Orders of Discharge are void *ab initio* under 11 U.S.C. § 524(a)(1). See *Riley v. AmTrust Mortg. Corp.* (In *re Riley*), Bankr.M.D.N.C. Nos. 05-80548 and 14-09037, 2014 Bankr. LEXIS 4923, 5 (Dec. 4, 2014); thus, Section 524(a) is meant

to operate automatically with no need for Petitioner to assert the discharge to render CitiMortgage, Inc.'s *in personam pre-discharge* judgment and *post-discharge* Confirmation of Sale Orders void." *Riley* at 7, citing 4 Collier on Bankruptcy ¶ 524.02[1] (Alan Resnick & Henry Sommer eds., 16th Ed.).

Petitioner respectfully demands the justices of the U.S. Supreme Court to impartially decide that CitiMortgage, Inc., never filed its Final Judicial Report under O.R.C. § 2329.191(B)(7) and never complied with O.R.C. § 2329 and O.R.C. § 2329.02 and to impartially decide that the invalid Supplemental Final Judicial Report is barred to allow the unconstitutional *per se* taking and confiscation of Petitioner's wholly satisfied real property and to impartially decide that the Franklin County, Ohio 10th District Court of Appeals was wholly barred to enforce O.R.C. § 2329 and O.R.C. § 2329.02 and O.R.C. § 2329.31 and O.R.C. § 2329.191(B)(7) against Petitioner; hence, the U.S. Supreme Court should impartially decide that the Franklin County, Ohio 10th District Court of Appeals erroneously and wrongfully held in its May 11, 2023, decision (**Appendix A-2**) as follows:

{¶ 3} ... CitiMortgage's foreclosure action was reactivated on February 5, 2020, and trial court granted CitiMortgage's motion for an order of sale of the property on April 14, 2022.

{¶ 4} On June 10, 2022, the property was sold at a sheriff's sale. The Franklin County Court of Common Pleas issued an Entry Confirming the Sale and Ordering Distribution of Sale Proceeds and Deed on July 6, 2022. On August 1, 2022, the trial court reissued the entry with a correction to the purchaser's name. Nyamusevya appeals both entries.

{¶ 6} Confirmation of judicial foreclosure sales in Ohio is governed by R.C. 2329.31, which provides that, if the common pleas court finds that the sale was made in conformity with R.C. Chapter 2329, the court will direct distribution of the proceeds and order that the purchaser receive the deed for the subject property. "Whether a judicial sale should be confirmed or set aside is within the sound discretion of the trial court." *Ohio*

The justices of the U.S. Supreme Court should impartially decide that the 10th District Court of Appeals was wrong because the unconstitutional *per se* taking and confiscation of Petitioner's wholly satisfied real property was not in conformity with O.R.C. § 2329, clearly based on the evidentiary facts and the Court's record; hence, CitiMortgage, Inc., must fail to show its Final Judicial Report under O.R.C. § 2329.191(B)(7) on the Court's record and must fail to show its perfected certificate of judgment under O.R.C. § 2329.02, which would have been filed and recorded in Franklin County, Ohio Recorder's Office; thus, this is the end of CitiMortgage, Inc.'s fraud upon the trial Court. CitiMortgage, Inc., and counsels are liable for damaging Petitioner; hence, Petitioner will seek damages against CitiMortgage, Inc., and counsels for damaging and injuring and harming Petitioner. Because CitiMortgage, Inc., violated O.R.C. § 2329.02 and O.R.C. § 2329.191 and O.R.C. § 2329.191(B)(7); hence, the lower Courts are barred to enforce O.R.C. § 2329.31 against Petitioner, as this is just a conspiracy to kill Petitioner.

The justices of the U.S. Supreme Court should impartially decide that the Franklin County, Ohio 10th District Court of Appeals ignored existing American federal and state laws and the Ohio and U.S. Constitutions and O.R.C. § 2329 and O.R.C. § 2329.02 and O.R.C. § 2329.191(B)(7) and 11 U.S.C. § 524(a) and 11 U.S.C. § 1326(c) and Fed. R. Bankr. P. 9011 and the 5th and 8th and 14th Amendments to the U.S. Constitution and the Federal Preemption Doctrine of the U.S. Supremacy Clause of the U.S. Constitution, as Petitioner was meritorious in presenting his assignments of error as the 10th District Court of Appeals held in its May 11, 2023, decision (**Appendix A-2**) as follows:

{¶ 5} In his appeal to this court, Nyamusevya presents five assignments of error. Nyamusevya's assignments of error are as follows:

- (1) The lower Court lacked the jurisdiction to enforce the not *in rem* 11/15/2018, Foreclosure Judgment; and lacked the jurisdiction to enter the July 6, 2022 and the August 01, 2022, Confirmation of Sale that were automatically void *ab initio* under 11 U.S.C. § 524(a)(1) and prohibited under 11 U.S.C. § 524(a)(2); and lacked the jurisdiction to act as an appellate Court of the Bankruptcy Court, as it vacated the mandate under § 524 and § 727.
- (2) The lower trial Court was barred to exceed its jurisdiction, in order to unlawfully deprive and confiscate the Appellant's paid off real property by extinguishing and vacating existing law and Courts' precedents, not limited to rejecting in *McClung v. McClung*, 10th Dist. Franklin No. 03AP-156, 2004-Ohio-240, and O.R.C. § 2329.191(B)(7) and Local Rule 96.
- (3) The statutory voidness and statutory injunction created by § 524(a) operated to strip the lower trial Court of the subject matter jurisdiction. After no *in rem* Foreclosure Judgment was entered; hence, the lower trial Court was barred to unlawfully enforce the not *in rem* Foreclosure Judgment that was automatically voided as the time obtained under 11 U.S. § 524(a)(1).
- (4) The Appellant's pending Motions are unopposed by Appellee, not limited to the June 27, 2022, Motion for Fees and Cost (record on appeal # 849) and the August 11, 2022 Motion to Hold the lower trial Court's judgments Orders as void *ab initio* (record on appeal # 873), and are deemed granted; hence, this Court of Appeal is charged to grant the unopposed relief sought.
- (5) After the Appellant paid off his real property and after the Bankruptcy's Orders of Discharge were entered; hence, the lower Court was barred to "abolish" the Bankruptcy law and Codes and Rules; and to "abolish" the U.S. Congress's act and intention; and to "abolish" the Bankruptcy process and relief and Orders and the Bankruptcy Court's judicial authority.

Petitioner respectfully demands the justices of the U.S. Supreme Court to impartially decide that the lower Courts lacked the discretion to ignore Petitioner's 04/03/2019, motion (**Appendix B-16**) (See docket 04/03/2019, journal entry in Case No. 2010-CV-09-13480), which requested that CitiMortgage, Inc., files its Final Judicial Report and complies with O.R.C. § 2329, specifically O.R.C. § 2329.02 and O.R.C. § 2329.191 and O.R.C. § 2329.191(B)(7). In this instant Case, the evidentiary facts and the Court's records are devoid of any Final Judicial Report (**Appendix B-2**). In this instant Case, Petitioner respectfully demands the justices of the U.S. Supreme Court to impartially decide that the lower Courts lacked the discretion to ignore that the evidentiary facts and the Court's records substantiate that the confirmation of judicial foreclosure sale of Petitioner's real property **was not made in conformity with O.R.C. § 2329**, as statutory and mandatory required under O.R.C. § 2329.31; hence, the justices of the U.S. Supreme Court should look at the entire docket entries of the Foreclosure Case No. 2010-CV-09-13480 (**Appendix B-2**) to conclusively find and decide that CitiMortgage, Inc., never filed its Final Judicial Report under O.R.C. § 2329.191(B)(7) and was barred by O.R.C. § 2329.191(B)(7) to unlawfully and fraudulently and unconstitutionally *per se* taking and confiscating Petitioner's wholly paid off residential real property. Pertaining to Petitioner's request in lower Courts for enforcement of O.R.C. § 2329.191(B)(7) and Local Rule 96; thus, Petitioner respectfully asks the justices of the U.S. Supreme Court to find that the Franklin County, Ohio 10th District Court of Appeals in the Case No. 2022-AP-000464 lacked the discretion to ignore that Petitioner's Second Assignment of Error provided as follows:

(2) The lower trial Court was barred to exceed its jurisdiction, in order to unlawfully deprive and confiscate the Appellant's paid off real property by extinguishing and vacating existing law and Courts' precedents, not limited to rejecting in *McClung v. McClung*, 10th Dist. Franklin No. 03AP-156, 2004-Ohio-240, and O.R.C. § 2329.191(B)(7) and Local Rule 96.

Petitioner respectfully demands the justices of the U.S. Supreme Court to impartially decide that the lower Courts lacked the discretion to ignore that CitiMortgage, Inc., admitted on November 05, 2018, to have received "payments in full from Petitioner on its mortgage loan (**Appendix B-5**)," which included a single Bankruptcy Trustee's payment under 11 U.S.C. § 1326(c) (**Appendix B-6**). (see transcript of November 05, 2018, trial proceeding on page 46 in Foreclosure Case No. 2010-CV-09-13480 (**Appendix B-5**) and a single Bankruptcy Trustee's payment under 11 U.S.C. § 1326(c) (**Appendix B-6**). Because the actual nature of the Foreclosure Case No. 2010-CV-09-13480 was to seek a payment on a defaulted debt; thus, in the May 11, 2023, decision the Franklin County, Ohio 10th District Court of Appeals lacked the discretion to ignore reviewing and assessing the status of the "**whole payments**" made by Petitioner to CitiMortgage, Inc., after the filing of its 09/14/2010, Foreclosure Complaint, to decide that Petitioner lacks any outstanding defaulted debt as the mortgage loan was paid off entirely after 09/14/2010 and prior to May 01, 2019; in fact, based on the evidentiary facts and the public records from the Franklin County, Ohio Court of Common Pleas in the Foreclosure Case No. 2010-CV-09-13480 and the Bankruptcy Case No. 2:14-bk-55846 and in the Bankruptcy Case No. 2:19-bk-52868, CitiMortgage, Inc.'s mortgage loan was paid off entirely prior to May 01, 2019, resulting to Petitioner's real property being unmortgaged and free from any CitiMortgage, Inc.'s lien; hence, under Fed. R. Bankr. P. 9011, CitiMortgage, Inc., did not attach its wholly paid off and unenforceable and extinguished 11/15/2018, *in personam* Foreclosure Judgment to its July 10, 2019, filed Proof of Claim 6-1 (**Appendix B-10**) and **was not scheduled** as a secured creditor in Petitioner's May 01, 2019, Bankruptcy Case No. 2:19-bk-52868. Petitioner should not be killed and the sheriff officers should stop hunting and chasing down Petitioner.

Petitioner respectfully demands the justices of the U.S. Supreme Court to impartially decide that the lower Courts lacked the discretion to ignore that the record of the Foreclosure Case No. 2010-CV-09-13480 shows that CitiMortgage, Inc., denied updating the payments records in its 09/14/2010, *in personam* Foreclosure Case No. 2010-CV-09-13480, to record the "payments" it received from Petitioner personally (**Appendix B-5**) and a single payment from the Chapter 13 Bankruptcy Trustee on 11/12/2015, (**Appendix B-6**) to reflect the wholly satisfaction of its mortgage loan. Petitioner respectfully demands the justices of the U.S. Supreme Court to impartially decide that the lower Courts lacked the discretion to ignore that the transcript of the 11/05/2018, trial in Foreclosure Case No. 2010-CV-09-13480 on page 46 (**Appendix B-5**) incontrovertibly and correctly and honestly and conspicuously shows CitiMortgage, Inc.'s admission of receiving "payments in full" from Petitioner after 09/14/2010, 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 " <u>SOME MORE PAYMENTS</u> " 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. |

Petitioner respectfully demands the justices of the U.S. Supreme Court to impartially decide that the lower Courts lacked the discretion to ignore that on 11/05/2018, CitiMortgage, Inc., lied that, “in that bankruptcy certain payments **were applied** to the account,” because from 09/14/2010, no payments were applied to the account to conceal on the record of the 09/14/2010, Foreclosure Case No. 2010-CV-09-13480 the satisfaction of CitiMortgage, Inc.’s mortgage loan; and to conceal the full payment of Petitioner’s real property. The Franklin County, Ohio Court of Common Pleas lacks the discretion to ignore the evidentiary facts that Petitioner’s real property is unmortgaged and that CitiMortgage, Inc., admitted having received payments in full from Petitioner. In a conspiracy to kill Petitioner and to *per-se* taking and permanently appropriating and confiscating Petitioner’s real property, the trial judge in the Foreclosure Case No. 2010-CV-09-13480 and CitiMortgage, Inc., “**concealed**” the “**payments in full**” that CitiMortgage, Inc., admitted having received on November 05, 2018, from Petitioner in concert with First American Financial Title Insurance Company to provide to CitiMortgage, Inc., its invalid Supplemental Final Judicial Report, which was never enacted by the Ohio Legislature or the U.S. Congress to defraud Petitioner’s money. In Petitioner’s Bankruptcy Case No. 2:14-bk-55846, it is the U.S. Congress’ act and intention under 11 U.S.C. § 1326(c) that the Bankruptcy Trustee shall make payment to CitiMortgage, Inc.; thus, § 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.

On July 10, 2019, CitiMortgage, Inc., was represented by highly skilled and competent and knowledgeable counsels; hence, unquestionably, CitiMortgage, Inc., filed an “unsecured” Proof of Claim 6-1 (**Appendix B-10**), which pursuant to Fed. R. Bankr. P. 3001(c)(1) was unsecured and not supported by a writing and was not guaranteed by collateral or Petitioner’s real property (**Appendix B-10**). On July 10, 2019, pursuant to Fed. R. Bankr. P. 9011, CitiMortgage, Inc., certified that, “**I have examined the information in this Proof of Claim 6-1 (Appendix B-10) and have a reasonable belief that the information is true and correct and I declare under penalty of perjury that the foregoing is true and correct. [I declare under penalty of perjury that CitiMortgage, Inc., lacks any 11/15/2018, enforceable judgment against Petitioner and his real property]**” Executed on July 10, 2019, (**Appendix B-10**). The justices of the U.S. Supreme Court should block the sheriff officers from killing Petitioner under existing American federal and federal laws; and should block the invalid Supplemental Final Judicial Report; and should return and give back to Petitioner his real property prior to January 31, 2024; and should “exemplary” vindicate Petitioner’s sufferings.

In Bankruptcy law, unsecured claims are the opposite of secured claims; hence, pursuant to Fed. R. Bankr. P. 9011, being an unsecured CitiMortgage, Inc.; thus, CitiMortgage, Inc., represented and certified and admitted it does not hold a lien upon Petitioner’s real property and that there is no Petitioner’s real property to seize, repossess, or foreclose upon. As a rule, Petitioner’s 11/21/2019, Bankruptcy Order of Discharge eliminated CitiMortgage, Inc.’s unsecured claims, as a matter of law and the facts. See *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995)

Petitioner respectfully demands the justices of the U.S. Supreme Court to impartially decide that the lower Courts lacked the discretion to ignore that the “unsecured” July 10, 2019, CitiMortgage, Inc.’s Proof of Claim 6-1 (**Appendix B-10**) in the Proof of Claim Matrix Register in Bankruptcy Case No. 2:19-bk-52868 and to find CitiMortgage, Inc.’s own honest and correct and incontrovertible declaration under the penal of perjury and under Fed. R. Bankr. P. 9011 that to the best of CitiMortgage, Inc.’s own belief and knowledge and information that CitiMortgage, Inc., lacks any justiciable controversy against

Petitioner and his wholly satisfied real property and lacks an enforceable 11/15/2018, Foreclosure Judgment against Petitioner and his real property as shown below as follows:

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date July 10, 2019

/s/ Mia L. Conner
Mia L. Conner
OH Bar Registration #0078162
(513) 241-3100 x-3445

Signature

Print the name of the person who is completing and signing this claim:

Name Mia L. Conner
Title Attorney for Creditor
Company Lerner, Sampson and Rothfuss, LPA
Address 120 East Fourth Street, 8th Floor
Cincinnati, OH 45202-4007
Contact phone (513) 241-3100 Email robtk@erlaw.com

Official Form 410

Proof of Claim

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Petitioner respectfully demands the justices of the U.S. Supreme Court to impartially decide that the lower Courts lacked the discretion to ignore that pursuant to the Federal Preemption Doctrine of Fed. R. Bankr. P. 9011 over state laws, CitiMortgage, Inc., is **"wholly estopped effective July 10, 2019,"** in its unsecured Proof of Claim 6-1 (**Appendix B-10**) to later claim a lien or foreclosure judgment using its invalid Supplemental Final Judicial Report in the Franklin County, Ohio Court of Common Pleas. Fed. R. Bankr. P. 9011 and O.R.C. § 2329 and O.R.C. § 2329.191(B)(7) and O.R.C. § 2329.02 and 11 U.S.C. § 524(a) wholly estopped CitiMortgage, Inc., in its Foreclosure Case No. 2010-CV-09-13480 (**Appendix B-2**) to claim a lien against Petitioner and his real property; and cannot have any right to foreclose or confiscate or appropriate or *per-se* take Petitioner's real property. In this instant Case, the justices of the U.S. Supreme Court are knowledgeable enough to find out CitiMortgage, Inc.'s fraud and violation of existing laws upon the trial Court and have the inherent power to block it.

Petitioner respectfully demands the justices of the U.S. Supreme Court to impartially decide that the lower Courts lacked the discretion to ignore that it is undisputed that CitiMortgage, Inc., **"never"** filed a **Final Judicial Report** under O.R.C. § 2329.191(B)(7) (**Appendix B-2**); thus, Petitioner's real property should have not been unlawfully and unconstitutionally auctioned on June 10, 2022. *TPI Asset Mgt., L.L.C. v. Ealey*, 2015-Ohio-740; *GMAC Mgt., L.L.C. v. Jacobs*, 196 Ohio App.3d 167, 172-73, 2011-

Ohio-1780, ¶ 22 (9th Dist.); *Home Fed. S. & L. Assn. of Niles v. Keck*, 2016-Ohio-651; hence, the government and the trial Court judge and CitiMortgage, Inc., “were barred” to unlawfully and unconstitutionally and fraudulently auctioning Petitioner’s wholly paid off real property under existing laws. In observation of *TPI Asset Mgt., L.L.C. v. Ealey*, 2015-Ohio-740; *GMAC Mgt., L.L.C. v. Jacobs*, 196 Ohio App.3d 167, 172-73, 2011-Ohio-1780, (9th Dist.); thus, the U.S. Supreme Court should follow the State of Ohio, Mahoning County in the Court of Appeals Seventh District, which held in *Home Fed. S. & L. Assn. of Niles v. Keck*, 2016-Ohio-651 (**Appendix C-11**) as follows:

{¶ 11} In the conclusions of law, the magistrate concluded **the corrected preliminary judicial report was not a final judicial report as required by O.R.C. § 2329.131**, finding it did not update the status of title or include a copy of the court's docket. **The magistrate found this deficiency rendered the foreclosure decrees void as there was no foreclosure decree remaining, the order confirming the sale was also declared void...**

Petitioner respectfully demands the justices of the U.S. Supreme Court to impartially decide that the lower Courts lacked the discretion to ignore that under Ohio law and existing American federal and state laws and worldwide in all nations, a Supplemental Final Judicial Report **is not provided** for being invalid; hence, it is a patently and unambiguously Ohio Legislature’ act and intention pursuant to O.R.C. § 2329.191(B)(7) (**Appendix B-18**) that the plain language of O.R.C. § 2329.191(B)(7) reiterates and confirms as follows:

(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 the date of *lis pendens* and... The cost of the title examination necessary for the preparation of both the **Preliminary Judicial Report** and the **Final Judicial Report**

Petitioner respectfully demands the justices of the U.S. Supreme Court to impartially decide that the lower Courts lacked the discretion to ignore that in order to cause the death of Petitioner, in this instant Case, the Franklin County, Ohio 10th District Court of Appeals lacked the discretion to ignore enforcing O.R.C. § 2329.191(B) and O.R.C. § 2329.02 and 11 U.S.C. § 524(a) in favor of Petitioner and was barred to allow the invalid Supplemental Final Judicial Report to affect Petitioner; thus, in the May 11, 2023, decision (**Appendix A-2**), the 10th District Court of Appeals lacked the discretion to ignore following *GMAC Mgt., L.L.C. v. Jacobs*, 196 Ohio App.3d 167, 172-73, 2011-Ohio-1780, ¶ 22 (9th Dist.) and *Home Fed. S. & L. Assn. of Niles v. Keck*, 2016-Ohio-651; *Dodd v. United States*, 545 U.S. 353, 357, 125 S. Ct. 2478, 2482 (2005); *State ex rel. Mager v. State Teachers Retirement Sys. of Ohio*, 123 Ohio St.3d 195, 2009-Ohio4908, 915 N.E.2d 320; *McChung v. McChung*, 2004-Ohio-240 (**Appendix C-6**); *In re Pavelich* 229 B.R. 777 (B.A.P. 9th Cir. 1999) (**Appendix C-3**); *Lance Invest. Corp. v. Burkhalter*, 2022-Ohio-2675 (**Appendix C-1**); *Hamilton v. Herr* (In re *Hamilton*), 540 F.3d 367, 373-74 (6th Cir. 2008) (**Appendix C-4**); and *Riley v. AmTrust Mortg. Corp.* (In re *Riley*), Bankr.M.D.N.C. Nos. 05-80548 and 14-09037, 2014 Bankr. LEXIS 4923, 5 (Dec. 4, 2014) (**Appendix C-2**) and its own precedent in *TPI Asset Mgt., L.L.C. v. Ealey*, 2015-Ohio-740 (**Appendix C-12**) holding that a Final Judicial Report must be filed under O.R.C. § 2329.191(B)(7) and not a Supplemental Final Judicial Report that is not provided under American laws and held as follows:

{¶ 2} O.R.C. § 2329.191(B) requires the filing of preliminary and final judicial reports in foreclosure actions. The preliminary report must contain the property's legal description, address,... and the names and addresses of lienholders. O.R.C. § 2329.191(B)(1) through (7).

{¶ 3} The statute further provides that:

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 the date of *lis-pendens* and includes a copy of the court's docket for the case. The cost of the title examination necessary for the preparation of both the **Preliminary Judicial Report** and the **Final Judicial Report**... as costs in the case. O.R.C. § 2329.191(B)(1) through (7).

{¶ 4} 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.** *GMAC Mgt., L.L.C. v. Jacobs*, 196 Ohio App.3d 167, 172-73, 2011-Ohio-1780, ¶ 22 (9th Dist.).

Petitioner respectfully demands the justices of the U.S. Supreme Court to impartially decide that the lower Courts lacked the discretion to ignore that contrary to the Court's precedent in *TPI Asset Mgt., L.L.C. v. Ealey*, 2015-Ohio-740 and contrary to O.R.C. § 2329.191(B)(7), in this Case, CitiMortgage, Inc., submitted its invalid and lawless and unconstitutional and unlawful Supplemental Final Judicial Report (**Appendix B-1**); hence, Petitioner lacked any adequate remedy in the ordinary course of the law and lacked his U.S. constitutional secured equal protection under the law right. The lower Courts lacked the discretion to ignore that the filing of a Supplemental Final Judicial Report is fraud upon the Court and is unlawful. In this instant Case an invalid Supplemental Final Judicial Report was filed; but to the contrary, the Court held in *GMAC Mgt., L.L.C. v. Jacobs*, 196 Ohio App.3d 167, 172-73, 2011-Ohio-1780, ¶ 22 (9th Dist.) (**Appendix C-13**) as follows:

The final report is to be filed prior to the trial court's entry of judgment. **O.R.C. § 2329.191(B)(7); Loc. R. 11.03.** Here, GMAC filed a preliminary report with its complaint; however, it did not file a final report.

{¶ 21} Assuming without deciding that the trial court may have permissibly ignored its own local rule requiring the filing of a final judicial report, **it did not have discretion to ignore a statute containing that requirement.**

{¶ 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).

Petitioner respectfully demands the justices of the U.S. Supreme Court to impartially decide that the lower Courts lacked the discretion to ignore that following in *GMAC Mgt., L.L.C. v. Jacobs*, 196 Ohio App.3d 167, 172-73, 2011-Ohio-1780, ¶ 22 (9th Dist.), in this instant Case, the Final Judicial Report was never filed in a violation of existing American laws and the Ohio and U.S. Constitutions and O.R.C. § 2329.191(B)(7) and will never be filed, for Respondent to kill Petitioner; consequently, Petitioner must flee the USA and become an asylum seeker or a refugee in a foreign nation, to remain alive or else be unconstitutionally killed here by the sheriff officers for paying off his real property and for being granted his 11/21/2019, Bankruptcy Order of Discharge; hence, this instant Case substantiates discrimination in the American lower Courts' judicial systems against a minority and unfortunate Petitioner; hence, only the current justices of the U.S. Supreme Court should provide redress and vindication to Petitioner.

Petitioner was granted a Bankruptcy Order of Discharge on 11/21/2019, (**Appendix A-9**) in his May 01, 2019, Bankruptcy Case No. 2:19-bk-52868. Petitioner's ex-spouse Consolata Nkurunziza was granted a Bankruptcy Order of Discharge on January 21, 2016, (**Appendix A-10**) in her Bankruptcy Case No. 2:15-bk-52830; both of which automatically voided *ab initio* under 11 U.S.C. § 524(a) at any time obtained *in personam pre-discharge* 11/15/2018, Foreclosure Judgment (**Appendix A-8**) and *in personam post-discharge* July 06, 2022, Confirmation of Sale Order (**Appendix A-7**) and *in personam post-discharge* August 01, 2022, Confirmation of Sale Order (**Appendix A-6**). Petitioner respectfully demands the justices of the U.S. Supreme Court to impartially decide that the lower Courts lacked the discretion to ignore to allow the invalid Supplemental Final Judicial Report "contrary" to *CitiMortgage, Inc. v. Wiley*, 2016-Ohio-5902 (**Appendix C-14**), in which the Order of Discharge was mentioned in a judicial report; unfortunately, not in this instant Case where it was fraudulently concealed. Petitioner respectfully demands the justices of the U.S. Supreme Court to impartially decide that the lower Courts lacked the discretion to ignore that in this instant Case, following the Franklin County, Ohio 10th District Court of Appeals in *CitiMortgage, Inc. v. Wiley*, 2016-Ohio-5902, the justices of the U.S. Supreme Court should impartially decide that Petitioner's Bankruptcy records are public and should be listed on the Preliminary or/and the Final Judicial Report pursuant to O.R.C. § 2329.191; thus, the U.S. Supreme Court should impartially hold that in judicial foreclosure cases, Debtors' public Bankruptcy records cannot be concealed on judicial reports and should find that in *CitiMortgage, Inc. v. Wiley*, 2016-Ohio-5902, First American Financial Title Insurance Company made the judicial report, which listed or mentioned a Bankruptcy Order of Discharge as the 10th District Court of Appeals held in *CitiMortgage, Inc. v. Wiley*, 2016-Ohio-5902 (**Appendix C-14**) as follows:

{¶ 6} On April 21, 2014, CitiMortgage filed a foreclosure action which also sought "other relief, legal and equitable, as may be proper..." and attached copies of the note, mortgage, and modifications. (Apr. 21, 2014 Compl. at 4.)... However, a preliminary judicial report filed pursuant to Loc.R. 96 of the Franklin County Court of Common Pleas and **O.R.C. § 2329.191 from First American Financial Title Insurance Company** sets forth that Wiley enjoyed a right of survivorship in the property at 7740 Walnut Street.

{¶ 21} ... Insofar as CitiMortgage sought "legal" relief as to Davies' debt on the Note (as separate from "equitable" relief *in rem* as against the real estate), there has been a failure to join necessary parties to the action. However, **Schedule B to the Preliminary Judicial Report lists a Bankruptcy Discharge** for Davies on May 21, 2013, and the record does not show whether or not, or to what extent if it did, this affected the debt on the Note. While the record is somewhat murky on the effect of the bankruptcy filing on the Note, CitiMortgage may be in the identical position as *Deutsche Bank in Holden*, not able to pursue its remedies concerning the Note and left with only the option of foreclosure *in rem* as against the real estate at 7740 Walnut Street.

In violation of O.R.C. § 3953.32 (**Appendix B-19**), First American Financial Title Insurance Company provided to CitiMortgage, Inc., its invalid Supplemental Final Judicial Report (**Appendix B-1**); thereafter, CitiMortgage, Inc., use its “**Supplemental Final Judicial Report**” (**Appendix B-1**) against Petitioner to unconstitutionally kill Petitioner and silence Petitioner for its Supplemental Final Judicial Report to erase and extinguish all the U.S. Supreme Court’s precedents on homeowners’ right to real property ownership and right to exclude to become a damaging and conflicting and devastating law of the land in America to unconstitutionally and unlawfully *per se* taking and appropriating real properties. Ohio Revised Code Section 3953.32 (**Appendix B-19**): Offer of closing or settlement protection to parties provides in pertinent part as follows:

(A) At the time an order is placed with a title insurance company for issuance of a title insurance policy, the title insurance company or the title insurance agent shall offer closing or settlement protection to the lender, borrower, and seller of the property, and to any applicant for title insurance.

Petitioner respectfully demands the justices of the U.S. Supreme Court to impartially decide that the lower Courts lacked the discretion to ignore that Petitioner’s Bankruptcy Court’s records and Injunction Order of Discharge are public records that under O.R.C. § 2329 must be mentioned and shown on his Preliminary and Final Judicial Reports and cannot be concealed to the public as they were mentioned in *CitiMortgage, Inc. v. Wiley*, 2016-Ohio-5902 (**Appendix C-14**); hence, after Petitioner was granted his 11/21/2019, Order of Discharge; hence, in disrespect and ignorance of the American Judicial Systems and existing laws and the judicial power of the justices of the U.S. Supreme Court and the inherent power of the U.S. Supreme Court and the power of the U.S. Congress and the Ohio Legislature and Ohio laws; thus, First American Financial Title Insurance Company willfully and deliberately issued an invalid and unconstitutional Supplemental Final Judicial Report to CitiMortgage, Inc., to be used against Petitioner to accomplish the concealment of Petitioner’s Bankruptcy Court’s records in the Bankruptcy Case No. 2:14-bk-55846 and Bankruptcy Case No. 2:19-bk-52868 and Petitioner’s 11/21/2019, Bankruptcy Court Injunction Order of Discharge, to allow the *in personam per se* taking and appropriation of Petitioner’s wholly paid off real property against his wish, in violation of the Ohio and U.S. Constitutions and existing American federal and state laws and the 5th and 8th and 14th Amendments to the U.S. Constitution and the precedents of appellate Courts, including the U.S. Supreme Court’s precedents; hence, Petitioner was permanently damaged and injured and rendered destitute; while First American Financial Title Insurance Company and CitiMortgage, Inc.; and Attorney Ellen L. Fornash, esq.; and Attorney Jacqueline M. Wirtz, esq.; and Attorney Bethany L. Suttinger, esq.; and Padgett Law Group; and Blank Rome, LLP; and Attorney Robert L. Dawson; and Attorney John R. Wirthlin ignored existing American federal and state laws and the Ohio and U.S. Constitutions; hence, they should be exemplary punished to vindicate Petitioner’s damages and sufferings and losses.

This instant Case is of such imperative public importance as to justify deviation from normal appellate practice and require immediate determination in the U.S. Supreme Court. For allowing the Supplemental Final Judicial Report to affect Petitioner; thus, the whole of existing American federal and state laws and the Ohio and the U.S. Constitutions were nullified and not available to Petitioner’s defense. Petitioner is in an imminent and immediate danger of death by the sheriff officers using judgments based on the invalid and unconstitutional Supplemental Final Judicial Report, while under existing laws, what is “final” cannot be supplemented. The Ohio and the U.S. Constitutions and O.R.C. § 2329.191 do not provide for a Supplemental Final Judicial Report, while being a first impression issue in the lower Courts; thus, the lower Courts denied blocking it and left for the U.S. Supreme Court to block the unconstitutional and invalid Supplemental Final Judicial Report in this instant Case.

Pursuant to Fed. R. Bankr. P. 9011, CitiMortgage, Inc., was estopped effective July 10, 2019, to claim any lien against Petitioner and his real property, as substantiated by CitiMortgage, Inc.'s July 10, 2019, unsecured Proof of Claim 6-1 in Bankruptcy Case No. 2:19-bk-52868; hence, the lower Courts lacked the discretion to ignore enforcing Fed. R. Bankr. P. 9011 against CitiMortgage, Inc. On September 28, 2023, the Supreme Court of Ohio in ignoring existing American federal and state laws not limited to ignoring O.R.C. § 2329 and O.R.C. § 2329.191 and O.R.C. § 2329.191(B)(7) and O.R.C. § 2329.02 and 11 U.S.C. § 524(a) and 11 U.S.C. § 1326(c) and Rule 9011 to unlawfully allowing the invalid Supplemental Final Judicial Report and the May 11, 2023, the Franklin County, Ohio 10th District Court of Appeals' conflicting decision (**Appendix A-2**); hence, the lower Courts decided an important federal question using the invalid Supplemental Final Judicial Report to repeal the U.S. Supremacy Clause and the Ohio and the U.S. Constitutions on the issue of enforcing 11 U.S.C. § 524(a) and 11 U.S.C. § 1326(c) and Rule 9011 in a way that conflicted with relevant decisions of the U.S. Supreme Court and other Courts of Appeals' decision on the same issue of 11 U.S.C. § 524(a), and had so far departed from the accepted and usual course of judicial proceedings by allowing the lawless and invalid Supplemental Final Judicial Report and rejecting the whole of existing American federal and state laws; hence, by denying its jurisdiction, the Ohio Supreme Court called for an exercise of the U.S. Supreme Court's supervisory power to establish a precedent permanently blocking the invalid Supplemental Final Judicial Report. The lower Courts denied enforcing 11 U.S.C. § 524(a) in favor of Petitioner in this Case where CitiMortgage, Inc., violated the 5th and 8th and 14th Amendments to the U.S. Constitution.

On November 29, 2022, CitiMortgage, Inc., used its invalid Supplemental Final Judicial Report to affect Petitioner and to extinguish and nullify Petitioner's rights to exclude and right to private property ownership. In its precedent in *Cedar Point Nursery v. Hassid*, the U.S. Supreme Court affirmed that the government cannot "confiscate" Petitioner's satisfied and wholly paid off real property against his wish to allow CitiMortgage, Inc., on 11/29/2022, to unconstitutionally and fraudulently and maliciously in bad faith and unlawfully and *per se* taking and permanently confiscating Petitioner's wholly paid off real property, using its invalid Supplemental Final Judicial Report, which constituted a *per se* physical taking and unconstitutional appropriation under the precedents of the U.S. Supreme Court, which decided as follows:

The Takings Clause of the Fifth Amendment, applicable to the States through the Fourteenth Amendment, provides:

"[N]or shall private property be taken for public use, without just compensation." The Founders recognized that the protection of private property is indispensable to the promotion of individual freedom. As John Adams tersely put it, "[p]roperty must be secured, or liberty cannot exist." *Discourses on Davila*, in 6 Works of John Adams 280 (C. Adams ed. 1851). This Court agrees, having noted that protection of property rights is "necessary to preserve freedom" and "empowers persons to shape and to plan their own destiny in a world where governments are always eager to do so for them." *Murr v. Wisconsin*, 582 U. S. ___, ___ (2017) (slip op., at 8).

When the government physically acquires private property for a public use, the Takings Clause imposes a clear and categorical obligation to provide the owner with just compensation. *Tahoe-Sierra Preservation Council, Inc. v. Tahoe Regional Planning Agency*, 535 U. S. 302, 321 (2002). The Court's physical takings jurisprudence is "as old as the Republic." *Id.*, at 322. The government commits a physical taking when it uses its power of eminent domain to formally condemn property. See *United States v. General Motors Corp.*, 323 U. S. 373, 374–375 (1945); *United States ex rel. TVA v. Powelson*, 319 U. S. 266, 270–271 (1943). The same is true when the

government physically takes possession of property without acquiring title to it. See *United States v. Pewee Coal Co.*, 341 U. S. 114, 115–117 (1951) (plurality opinion).

Contrary as the U.S. Supreme Court held in *United States v. Pewee Coal Co.*, 341 U. S. 114, 115–117 (1951) and *Tahoe-Sierra Preservation Council, Inc. v. Tahoe Regional Planning Agency*, 535 U. S. 302, 321 (2002) and *United States v. General Motors Corp.*, 323 U. S. 373, 374–375 (1945) and *United States ex rel. TVA v. Powelson*, 319 U. S. 266, 270–271 (1943); thus, in this instant Case, unlawfully and unconstitutionally and in violation of O.R.C. § 2329.191(B)(7) and O.R.C. § 2329.02 and O.R.C. § 5309.53 and O.R.C. § 5309.55 and 11 U.S.C. § 524(a) and in violation of the Ohio and U.S. Constitutions and U.S. Supremacy Clause; thus, the government and CitiMortgage, Inc., physically and unlawfully and unconstitutionally and fraudulently permanently appropriated and acquired Petitioner's satisfied real property without just compensation. The record substantiates that pursuant to Loc. R. 96 of the Franklin County, Ohio Court of Common Pleas, CitiMortgage, Inc., and the Padgett Law Group and its attorneys prepared and were granted an August 01, 2022 (**Appendix A-6**), *in personam* Confirmation of Sale Order against Petitioner in excess of \$222,800.85, which is much higher than \$98,452.56 as follows:

And the Court, coming now to distribute the proceeds of said sale, it is hereby ORDERED, that the Sheriff, out of his hand pay:

- FIRST: To the Clerk of this Court, the costs of this action in the amount of **\$1,488.00**, which includes \$1,404.00 from the cost bill and \$84.00 for release fees.
- SECOND: To the Sheriff of this County, for poundage in the amount of **\$3,466.50**.
- THIRD: To the Treasurer of this County, the amount of **\$3,344.65**, which includes real estate taxes due for tax year 2021 and also an estimated portion of the 2022 taxes prorated through June 10, 2022. Grantee takes title subject to all additional taxes, interest, penalties, assessments, and tax lien certificates, if any.
- FOURTH: To the Plaintiff, the balance of said proceeds of sale to apply to its judgment, as a credit to their indebtedness, in the amount of **\$222,800.85**.

In a violation of § 524(a)(1) and (a)(2) and O.R.C. § 2329.191(B)(7) and O.R.C. § 2329.02 and O.R.C. § 5309.53 and O.R.C. § 5309.55 and 11 U.S.C. § 1326(c) and Fed. R. Bankr. P. 9011 and in violation of the Ohio and the U.S. Constitutions and the U.S. Supremacy Clause and existing American federal and state laws, the record substantiates that pursuant to Loc. R. 96 of the Franklin County, Ohio Court of Common Pleas, CitiMortgage, Inc., and the Padgett Law Group and its attorneys prepared and were granted a July 06, 2022 (**Appendix A-7**), *in personam* Confirmation of Sale Order against Petitioner in excess of \$222,800.85, which is much higher than \$98,452.56 as follows:

And the Court, coming now to distribute the proceeds of said sale, it is hereby ORDERED, that the Sheriff, out of his hand pay:

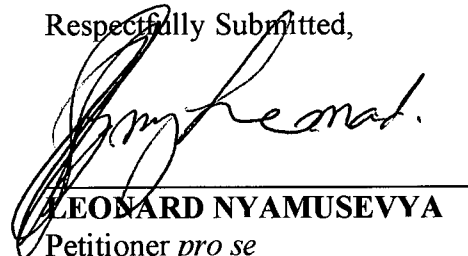
- FIRST: To the Clerk of this Court, the costs of this action in the amount of **\$1,488.00**, which includes \$1,404.00 from the cost bill and \$84.00 for release fees.
- SECOND: To the Sheriff of this County, for poundage in the amount of **\$3,466.50**.
- THIRD: To the Treasurer of this County, the amount of **\$3,344.65**, which includes real estate taxes due for tax year 2021 and also an estimated portion of the 2022 taxes prorated through June 10, 2022. Grantee takes title subject to all additional taxes, interest, penalties, assessments, and tax lien certificates, if any.
- FOURTH: To the Plaintiff, the balance of said proceeds of sale to apply to its judgment, in the amount of **\$222,800.85**.

Petitioner respectfully demands the justices of the U.S. Supreme Court to impartially decide that the lower Courts lacked the discretion to ignore that in the 09/14/2010, Foreclosure Case No. 2010-CV-09-13480, on April 26, 2022, at 4:19 PM Petitioner filed his Motion for his 11/21/2019, Bankruptcy Order of Discharge (**Appendix E-1**) and at 4:23 PM Petitioner filed his Amended Motion to Block and Cancel Order of Sale (**Appendix E-2**) and on May 04, 2022, at 3:29 PM Petitioner filed his Emergency Motion holding that the Order of Sale is Void under 11 U.S.C. § 524(a)(1) (**Appendix E-3**); hence, existing laws to ascertain that the government and CitiMortgage, Inc., “MUST” fail to extinguish existing laws and to *per-se* taking and permanently appropriating Petitioner’s wholly satisfied and paid off entirely private residential real property were not available for Petitioner’s defense, in violation of the Ohio and U.S. Constitutions; hence, in this specific situation, Petitioner relies only in the impartiality of the oath of the justices of the U.S. Supreme Court who have the judicial power to vindicate Petitioner’s sufferings and losses and to provide the U.S. constitutional equal protection under the law right to Petitioner.

CONCLUSION

This petition for a writ of certiorari should be granted. The Supreme Court of Ohio is a state Court of last resort in Ohio. The Supreme Court of Ohio entered a decision (**Appendix A-1**) on September 28, 2023, which sustained the Franklin County, Ohio 10th District Court of Appeals’ “conflicting” decision (**Appendix A-2**) based on an invalid and unlawful and unconstitutional “Supplemental Final Judicial Report” (**Appendix B-1**) with other appellate Courts’ precedents on the same issue of 11 U.S.C. § 524 and 11 U.S.C. § 1326(c) and 11 U.S.C. § 727(a) and the Ohio Revised Code O.R.C. § 2329.02 and O.R.C. § 2329.191 and O.R.C. § 2329.191(B)(7) and Fed. R. Bankr. P. 9011 and Rule 3001; and denied its jurisdiction in the Case No. 2023-GEN-0771 on September 28, 2023, in its decision (**Appendix A-1**) and left for the U.S. Supreme Court to permanently blocking the invalid and unlawful and unconstitutional Supplemental Final Judicial Report, which was not enacted into law by the Ohio Legislature or the U.S. Congress, and which is lawlessness and a legal nullity and not provided under the whole of existing American federal and state laws and the Ohio and the U.S. Constitutions and O.R.C. § 2329.191. To declare the invalid Supplemental Final Judicial Report unconstitutional and to permanently block it from affecting the public and their rights to real property ownership; thus, the writ of certiorari should issue.

Respectfully Submitted,



LEONARD NYAMUSEVYA

Petitioner *pro se*

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CERTIFICATE FOR SERVICE

I hereby certify that on the **22nd day of December 2023**, I served a true and accurate copy of this document and all attachments on the following by emails listed with the Court and by regular U.S. Mail, postage prepaid at:

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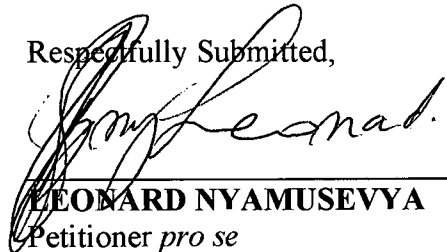
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No other parties are affected by this petition.

Respectfully Submitted,


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