

23 - No. 6569  
IN THE  
SUPREME COURT OF THE UNITED STATES OF AMERICA

RE: **Nyamusevya v. CitiMortgage, Inc., et al.**  
USCA6# 23-3497

Supreme Court, U.S.  
FILED

JAN 17 2024

*Request for Appointment of*  
**Special Master**  
OFFICE OF THE CLERK

*Trial by a Jury Requested*  
**(Jury Request Endorsed)**

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**On Petition for a Writ of Certiorari to  
The Sixth Circuit Court of Appeals  
Under Rule 11 and 28 U.S.C. § 21019(e)**

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- \* Lower U.S. Court of Appeals for the Sixth Circuit Case No. 23:3497
- \* Lower U.S. District Court Case No. 2:22-cv-02228  
Lower U.S. District Court Judge: Chief Judge Edmund A. Sargus, Jr.
- \* Lower U.S. Bankruptcy Court Case No. 2:19-bk-52868  
Lower U.S. Bankruptcy Court Judge: Chief Judge John E. Hoffman, Jr.

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**PETITION FOR A WRIT OF CERTIORARI**

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**Leonard Nyamusevya**  
P.O. Box 314  
Reynoldsburg, Ohio 43068  
(614) 323-5898  
[nyaleo@hotmail.com](mailto:nyaleo@hotmail.com)  
Petitioner: Debtor – *pro se*

**Honorable Chief Bankruptcy Judge John E. Hoffman, jr.**  
U. S. Bankruptcy Court, Southern District of Ohio, Eastern Division  
170 North High Street  
Columbus, Ohio 43215  
Respondent  
[offman282@ohsb.uscourts.gov](mailto:offman282@ohsb.uscourts.gov)

**Honorable Chief District Court Judge Edmund A. Sargus, Jr.**  
United States District Court, Southern District Columbus, Ohio  
85 Marconi Boulevard  
Columbus, Ohio 43215  
Respondent

**The United States Court of Appeals for the Sixth Circuit**  
100 East Fifth Street, Room 540  
Potter Stewart U.S. Courthouse  
Cincinnati, Ohio 45202-3988

**CitiMortgage, Inc.,**  
1000 Technology Drive  
O'Fallon, MO 63368  
Respondent.

**First American Financial Title Insurance Company**  
1 First American Way,  
Santa Ana, California 92707  
Respondent.

**Padgett Law Group**  
6267 Old Water Oak Road, Suite 203  
Tallahassee, FL 32312  
Respondent.

**Attorney Ellen L. Fornash, esq.**  
**Attorney Jacqueline M. Wirtz, esq.**  
**Attorney Bethany L. Suttinger, esq**  
Padgett Law Group  
8087 Washington Village Drive, Ste 220,  
Dayton, Ohio 45458  
[OAttorney@padgettlawgroup.com](mailto:OAttorney@padgettlawgroup.com)

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## **QUESTIONS PRESENTED FOR REVIEW**

The questions presented for review are:

- i) Isn't a *per se* taking when Rule 9011 and Constitutions were violated, when an invalid Supplemental Final Judicial Report was left for the U.S. Supreme Court to block it, where a paid off home was *per se* taken in a violation of § 524(a) and O.R.C. § 2329 and Rule 9011?
- ii) Isn't the public great interest in rights to home ownership affected should Courts ignore existing laws to allow a taking of a home and collection of discharged debt using a Supplemental Final Judicial Report in violation of § 524 and Rule 9011? Isn't a taking?
- iii) Is U.S. Constitution violated when unsecured creditor gets an *in rem* right that survives Bankruptcy in violation of state laws & Rule 9011? Based on *Johnson v. Home State Bank*, 501 U.S. 78, 84 (1991) shortfall, isn't the public great interest affected should this Court fails establishing under state laws a test for an action *in rem*, which survives Bankruptcy?

## **LIST OF PARTIES**

All parties to the proceeding are identified in the caption.

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| ii) Isn't the public great interest in rights to home ownership affected should Courts ignore existing laws to allow a taking of a home and collection of discharged debt using a Supplemental Final Judicial Report in violation of § 524 and Rule 9011? Isn't a taking?   |             |
| iii) Is U.S. Constitution violated when unsecured creditor gets an <i>in rem</i> right that survives Bankruptcy in violation of state laws & Rule 9011? Based on <i>Johnson v. Home State Bank</i> , 501 U.S. 78, 84 (1991) shortfall, isn't the public great interest affected should this Court fails establishing under state laws a test for an action <i>in rem</i> , which survives Bankruptcy? |             |
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*Bullard v. Blue Hills Bank*, 135 S. Ct. 1686, 1694, 191 L. Ed. 2d 621, 628 (2015)

*Burlingham v. Crouse*, 228 U.S. 459, 473 (1913)

*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)

*Boley v. Goodyear Tire & Rubber Co.*, 125 Ohio St.3d 510, 2010-Ohio-2550, 929 N.E.2d 448

*California Fed. S. L. Assn. v. Guerra* (1987), 479 U.S. 272, 281, 107 S.Ct. 683, 93 L.Ed.2d 613

*Cedar Point Nursery v Hassid*

*CitiMortgage, Inc. v. Wiley*, 2016-Ohio-5902

*Clark v. Rameker*, 573 U. S. 122, 129 (2014)

*Conn. Nat'l Bank v. Germain*, 503 U.S. 249, 253–54, 112 S. Ct. 1146, 1149 (1992)

*Darby v. A-Best Prods. Co.*, 102 Ohio St.3d 410, 2004-Ohio-3720, 811 N.E.2d 1117

*Dates v. HSBC Bank USA, N.A.*, No. 1:19-cv-445, 2020 WL 7253301, (S.D. Ohio Dec. 10, 2010)

*Deutsche Bank Natl. Trust Co. v. Holden*, 147 Ohio St.3d 85, 2016-Ohio-4603

*Dodd v. United States*, 545 U.S. 353, 357, 125 S. Ct. 2478, 2482 (2005)

*Farrey v. Sanderfoot*, 500 U.S. 291, 297, 111 S.Ct. 1825, 1829, 114 L.Ed.2d 337 (1991)

*Fed. Home Loan Mortg. Corp. v. Koch*, 2013 WL 5532836, at \*5 (Ohio Ct. App., Oct. 7, 2013)

*Feinstein v. Rogers*, 2 Ohio App.3d 96, 97-98, 440 N.E.2d 1207, 1209 (1981)

*Field v. Mans*, 516 U. S. 59, 69–70 (1995)

*Florida Lime Avocado Growers, Inc. v. Paul* (1963), 373 U.S. 132, 83 S.Ct. 1210, 10 L.Ed.2d 248

*French v. State Farm Mutual Auto. Ins. Co. (In re LaRotonda)*, 436 B.R. 491, 497 (Bankr. N.D. Ohio 2010)

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

*Green Point Credit, LLC v. McLean* (In re McLean), 794 F.3d 1313, 1320 (11th Cir. 2015)

*Hall v. Hall*, 584 U. S. \_\_\_, \_\_\_ (2018) (slip op., at 13)

*Hamilton v. Herr* (In re Hamilton), 540 F.3d 367, 372, at 375 (6th Cir. 2008)

*Home Fed. S. & L. Assn. of Niles v. Keck*, 2016-Ohio-651

*In re Bonnie Sue Ostrander* Case No. 11-33801

*In re Calder*, 907 F.2d 953, 955 n.2 (10th Cir. 1990)

*In re Davis*, 539 B.R. 334, 341 (Bankr. S.D. Ohio 2015)

*In re Dekom*, Case No. 19-30082-KKS, 2020 WL 4004116, at \*4 (Bankr. N.D. Fla. Apr. 6, 10 2020).

*In re Jones*, 632 B.R. 138, 141 (Bankr. S.D. Ohio 2021)

*In re Hamilton*, 540 F.3d 367 (6th Cir. 2008)

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*In re Lafferty*, 229 B.R. 707, 712 (Bankr. N.D. Ohio 1998).

*In re Leonard Nyamusevya, Sr.*, No. 21-3089 at 4–5 (6th Cir. Dec. 14, 2021)

*In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995)

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*In re Presley*, 288 B.R. 732, 735-736 (Bankr. W.D. Va. 2003)

*In re Purdy*, 591 B.R. 307 (Bankr. N.D. Ohio 2018)

*In re Zarro*, 268 B.R. 715 at 720 (Bankr. S.D.N.Y.2001)

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*Johnson v. Home State Bank*, 501 U.S. 78, 84 (1991)

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*Kafele v. Lerner, Sampson & Rothfuss, L.P.A.*, 161 F. App'x 487, 490 (6th Cir. 2005)

*Kaiser Aetna v. United States*, 444 U. S. 164, 179-180

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*Keenom v. All America Marketing (In re Keenom)*, 231 B.R. 116, 128 (Bankr.M.D.Ga.1999)

*Koblenz & Penvose, LLC V. Melvin*, 2022-Ohio-1399

*Lance Invest. Corp. v. Burkhalter*, 2022-Ohio-2675

*Lines v. Frederick*, 400 U.S. 18, 19 (1921)

*Local Loan Co. v. Hunt*, 292 U.S. 234, 244-45 (1914)

*Long v. Bullard*, 117 U.S. 617, 6 S.Ct. 917, 29 L.Ed. 1004 (1886)

*Longshoremen v. Philadelphia Marine Trade Assn.*, 389 U. S. 64, 76 (1967).

*Maddox v. Astro Investments*, 45 Ohio App.2d 203, 343 N.E.2d 133 (1975)).

*Matteson v. Bank of Am., N.A. (In re Matteson)*, 535 B.R. 156, 161 (B.A.P. 6th Cir. 2015)

*McClung v. McClung*, 10th Dist. Franklin No. 03AP-156, 2004-Ohio-240

*McComb v. Jacksonville Paper Co.*, 336 U. S. 187 (1949)

*Minton v. Honda of Am. Mfg., Inc.* (1997), 80 Ohio St.3d 62, 684 N.E.2d 648

*Murr v. Wisconsin*, 582 U. S. \_\_\_, \_\_\_ (2017) (slip op., at 8)

*Nyamusevya v. CitiMortgage, Inc. (In re Nyamusevya)*, No. 19-8027 at 9 (B.A.P. 6th Cir. Jan 20, 2021)

*Owen v. Owen*, 500 U.S. 305, 308-309, 111 S.Ct. 1833, 1835-1836, 114 L.Ed.2d 350 (1991)

*Pavelich v. McCormick, Barstow, Sheppard, Wayte & Carruth LLP (In re Pavelich)*, 229 B.R. 777, 783 (9th Cir. BAP 1999)

*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)

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*Robinson v. Woods*, 901 F.3d 710, 712, n.1 (6th Cir. 2018)

*St. Louis Baptist Temple, Inc. v. Fed. Deposit Ins. Corp.*, 605 F.2d 1169, 1171-72 (10th Cir. 1979)

*State Bank*, 501 U.S. 78, 84 (1991)

*State v. Brooke*, 113 Ohio St.3d 199, 2007-Ohio-1533, 863 N.E.2d 1024, ¶ 47

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*State ex rel. Mager v. State Teachers Retirement Sys. of Ohio*, 123 Ohio St.3d 195, 2009-Ohio4908, 915 N.E.2d 320, ¶ 14.

*State, ex rel. Industrial Commission, v. Day, Judge*, 136 Ohio St. 477, 26 N.E.2d 1014

*State ex rel. Saltsman v. Burton*, 154 Ohio St. 262, 268, 95 N.E.2d 377 (1950)

*Taggart v. Lorenzen*, 2019 U.S. LEXIS 3890

*Tahoe-Sierra Preservation Council, Inc. v. Tahoe Regional Planning Agency*, 535 U. S. 302, 321 (2002)

*TPI Asset Mgt., L.L.C. v. Ealey*, 2015-Ohio-740

*Trop v. Dulles*, 356 U. S. 86, 100-101

*U.S. Bank, N.A. v. Smith*, 2018-Ohio-2489

*United States v. Brugnara*, 856 F.3d 1198, 1209 (9th Cir. 2017)

*United States ex rel. TVA v. Powelson*, 319 U. S. 266, 270–271 (1943)

*United States v. General Motors Corp.*, 323 U. S. 373, 374–375 (1945)

*United States v. Mine Workers*, 330 U. S. 258, 303–304 (1947)

*United States v. Pewee Coal Co.*, 341 U. S. 114, 115–117 (1951)

*Verba v. Ohio Cas. Ins. Co.*, 851 F.2d 811, 814 (6th Cir. 1988)

*Weems v. United States*, 217 U. S. 349, 367

## **U.S. CONSTITUTION**

Clause 2, Article VI, United States Constitution

5<sup>th</sup> Amendment

8<sup>th</sup> Amendment

14<sup>th</sup> Amendment

## **U.S. SUPREMACY CLAUSE**

U.S. Supremacy Clause

Federal Preemption Doctrine

## **FEDERAL BANKRUPTCY STATUTES (CODES)**

11 U. S. C. § 105(a)

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)

Fed. R. Bankr. P. 1001

Fed. R. Bankr. P. 3001(c)(1)

Fed. R. Bankr. P. 3001(c)(2)(D)(ii)

Fed. R. Bankr. P. 9011

## **OHIO CONSTITUTION**

Ohio Constitution

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

O.R.C. § 1782.434(A)(1)

O.R.C. § 2329.02

O.R.C. § 2329 and O.R.C. § 2329.191 and O.R.C. § 2329.191(B)(7)

O.R.C. § 2329.31(A)

O.R.C. § 3953.32(A)

O.R.C. § 5309.53

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)

**PETITION FOR A WRIT OF CERTIORARI**

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**CITATIONS OF OFFICIAL AND UNOFFICIAL REPORTS OF OPINIONS**

There is a pending Case No. 23-3497 without an opinion in the U.S. Court of Appeals of the Sixth Circuit.

*In re Leonard Nyamusevya, Sr.*, No. 21-3089 (6th Cir. Dec. 14, 2021)

*Nyamusevya v. CitiMortgage, Inc. (In re Nyamusevya)*, No. 19-8027 (B.A.P. 6th Cir. Jan 20, 2021)

*Nyamusevya v. CitiMortgage, Inc. (In re Nyamusevya)*, No. 20-3688 (6th Cir. Aug. 12, 2020)

*Nyamusevya v. Hoffman*, No. 22-2228 (S.D. Ohio May 25, 2022)

*Nyamusevya v. Hoffman*, No. 22-2228 (S.D. Ohio Mar. 21, 2023)

*Nyamusevya v. Franklin Cty. Court of Common Pleas*, No. 22-AP-327 (Ohio Ct. App. Mar. 21, 2023)

*CitiMortgage, Inc. v. Nyamusevya*, No. 2:13-cv-00680 (S.D. Ohio July 15, 2013)

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

*In re Nyamusevya*, Case No. 19-52868 (Bankr. S.D. Ohio May 1, 2019)

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

*In re Nyamusevya*, Case No. 19-52868, (Bankr. S.D. Ohio Nov. 21, 2019)

September 28, 2023: Case No. 2023-0771: *CitiMortgage, Inc. v. Nyamusevya*

*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).

*CitiMortgage, Inc. v. Nyamusevya*, No. 10-CV13480 (Franklin Cty. Court of Common Pleas Aug. 1, 2014)

*Nyamusevya v. Schneider*, 42 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).

**BASIS FOR JURISDICTION UNDER RULE 11 AND 28 U.S.C. § 21019(e)**

The Sixth Circuit is a U.S. Court of Appeals; thus, Petitioner kindly and honestly represents to the justices of the U.S. Supreme Court that in the lower U.S. Court of Appeals for the Sixth Circuit, there is

Petitioner's Case No. 23:3497 (**Appendix A-1**) that is pending before decision, which lack of disposition benefits CitiMortgage, Inc., but greatly and harmfully affects Petitioner, in a violation of Petitioner's secured U.S. Constitutional due process and the equal protection under the law rights; hence, Petitioner invokes the U.S. Supreme Court's jurisdiction under Rule 11 and 28 U.S.C. § 21019(e) because Petitioner is in an immediate danger of death by the sheriff officers using *in personam* void judgments based on an invalid and unconstitutional and unlawful Supplemental Final Judicial Report. Rule 11 provides as that:

**Rule 11: Certiorari to a United States Court of Appeals Before Judgment**

A petition for a writ of certiorari to review a case pending in a United States court of appeals, before judgment is entered in that court, will be granted only upon a showing that the case is of such imperative public importance as to justify deviation from normal appellate practice and to require immediate determination in this Court. See 28 U. S. C. § 2101(e).

**CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED**

The two main purposes of Bankruptcy are to provide a fresh start to Petitioner and to facilitate the fair and orderly repayment of creditors to the extent possible. 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 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, or offset any *pre-petition* debt as Petitioner's personal liability. *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). The constitutional and federal statutory provisions involved are as follows:

**U.S. CONSTITUTION**

Clause 2, Article VI, United States Constitution  
5<sup>th</sup> Amendment and 8<sup>th</sup> Amendment and 14<sup>th</sup> Amendment

**U.S. SUPREMACY CLAUSE:** U.S. Supremacy Clause; Federal Preemption Doctrine

**FEDERAL BANKRUPTCY STATUTES (CODES)**

11 U. S. C. § 105(a) and 11 U. S. C. § 1326(c) and 11 U. S. C. § 362(k)(1) and 11 U.S.C. § 522(c)(2)  
11 U.S.C. §§ 523 and 11 U.S.C. § 524(a) and 11 U. S. C. § 727(a) and Fed. R. Bankr. P. 1001 and Fed. R. Bankr. P. 3001(c)(1) and Fed. R. Bankr. P. 3001(c)(2)(D)(ii) and Fed. R. Bankr. P. 9011

**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

## **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)

### **CONCISE STATEMENT OF THE CASE**

Petitioner respectfully demands the justices of the U.S. Supreme Court to read the **Appendix F-4** for a more inclusive and comprehension of the origin of this instant Case; and to follow the Court's decision in *In re Helligrath*, 569 B.R. 709, 713-14 (Bankr. S.D. Ohio 2017) that "While what constitutes a "lien" may be broadly worded in the Bankruptcy Code, Bankruptcy Courts **must still look** to state law to determine whether a creditor has acquired a lien and to what property that lien attaches. *Butner v. United States*, 440 U.S. 48, 55-57, 99 S.Ct. 914, 59 L.Ed.2d 136 (1979) ("Property interests are created and defined by state law."); *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) (nature of creditor's claim is determined under state law...; *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); to find that in this instant Case, the Bankruptcy Court and the lower Courts lacked the discretion to ignore and to "deny" looking to the record of the Foreclosure Case No. 2010-CV-09-13480, and Franklin County, Ohio Recorder's Office's record of Petitioner's real property's title, to find that CitiMortgage, Inc., lacked a perfected certificate of judgment under O.R.C. § 2329.02 in Franklin County, Ohio Recorder's Office and in the record of the Foreclosure Case No. 2010-CV-09-13480 to attach a mortgage lien against Petitioner's wholly satisfied and paid off and unmortgaged real property, *McClung v. McClung*, 2004-Ohio-240; and that CitiMortgage, Inc., "never filed" its "Final Judicial Report" under O.R.C. § 2329.191; and lacked the discretion to ignore that CitiMortgage, Inc., was barred to confiscate Petitioner's wholly satisfied real property under 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 Fed. R. Bankr. P. 9011 and Rule 3001(c), as Petitioner's Bankruptcy Official Schedule Form 108 corroborated with CitiMortgage, Inc.'s July 10, 2019, "**UNSECURED**" Proof of Claim 6-1 (**Appendix B-16**). *In re Helligrath*, 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); *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995); *In re Bonnie Sue Ostrander* Case No. 11-33801; *McClung v. McClung*, 2004-Ohio-240; *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; *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 beforehand invoked that under the Federal Preemption Doctrine, it is a clear and manifest purpose of the U.S. Congress's act and intention that the federal statute law 11 U.S.C. § 524 (a) and 11 U.S.C. § 727(a) and 11 U.S.C. § 1326(c) and Fed. R. Bankr. P. 9011 and Rule 3001(c) preempt state laws, as the U.S. Congress has occupied the entire field, sufficiently comprehensive to make reasonable the inference that the U.S. Congress "left no room" for

conflict with state laws. *Deutsche Bank Natl. Trust Co. v. Holden*, 147 Ohio St.3d 85, 2016-Ohio-4603 (**Appendix C-3**). The “Mortgage” (**Appendix A-12**) (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 (**Appendix B-13**) (**Appendix B-16**); 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 (**Appendix B-15**) because CitiMortgage, Inc., was wholly paid off and had received the satisfaction of payments (**Appendix B-4**) (**Appendix B-5**) on its mortgage lien from 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-16**), which was unquestionably and wholly discharged by Petitioner’s 11/21/2019, Bankruptcy Order of Discharge (**Appendix B-17**). See *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995); and pursuant to Rule 9011, on July 10, 2019, in its “unsecured” Proof of Claim 6-1; thus, honestly and correctly and incontrovertibly and under penalty of perjury, CitiMortgage, Inc., represented and admitted and certified and averred that CitiMortgage, Inc., “**IS NOT SECURED**” by Petitioner’s home and lacked any justiciable controversy against Petitioner and his real property and lacked any enforceable 11/15/2018, *in personam* Foreclosure Judgment against Petitioner and his real property; hence, under Fed. R. Bankr. P. 1001, Petitioner respectfully implores and demands the justices of the U.S. Supreme Court to give him back his wholly satisfied and paid off and unmortgaged real property prior to **January 31, 2024**. The U.S. Constitution and the whole of existing American federal and state laws “**prevent**” an unlawful and unconstitutional *per se* taking and confiscation and appropriation of Petitioner’s real property using an invalid Supplemental Final Judicial Report. Petitioner is protected by the equal protection under the law right and the U.S. Constitution.

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) (**Appendix B-21**) in Foreclosure Case No. 2010-CV-09-13480; thus, the lower Courts lacked the discretion to ignore that CitiMortgage, Inc., filed its invalid Supplemental Final Judicial Report (**Appendix B-27**) (**Appendix B-21**) on July 15, 2020, which violates the Ohio and U.S. Constitutions and the 5<sup>th</sup> and 8<sup>th</sup> and 14<sup>th</sup> 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 the Ohio and U.S. Constitutions and the 5<sup>th</sup> and 8<sup>th</sup> and 14<sup>th</sup> Amendments to the U.S. Constitution to confiscate Petitioner’s wholly satisfied home.

The lower Courts lacked the discretion to ignore and to deny blocking CitiMortgage, Inc.’s July 15, 2020, invalid and unconstitutional Supplemental Final Judicial Report (**Appendix B-27**) from affecting Petitioner and left it for the U.S. Supreme Court to block it; hence, this instant Case is the vehicle to

respectfully demand the U.S. Supreme Court to impartially and permanently block the invalid and unconstitutional Supplemental Final Judicial Report, which violates the Ohio and U.S. Constitutions; and which aborted Petitioner's Bankruptcy relief for a fresh start. Under Fed. R. Bankr. P. 1001 Petitioner respectfully demands the justices of the U.S. Supreme Court to grant to Petitioner the Bankruptcy relief for a fresh start and to terminate Petitioner's May 01, 2019, Bankruptcy Case No. 2:19-bk-52868 and CitiMortgage, Inc.'s 09/14/2010, Foreclosure Case No. 2010-CV-09-13480 in Franklin County, Ohio Court of Common Pleas; and further demands a marketable and quiet title for Petitioner's wholly satisfied and paid off and unmortgaged real property. The lower Courts lacked the discretion to ignore the facts of this instant Case, and ignoring that CitiMortgage, Inc., lacks any perfected "**certificate of judgment**" under O.R.C. § 2329.02 in Franklin County, Ohio Recorder's Office (**Appendix B-2**) to attach a judicial lien against Petitioner's satisfied and unmortgaged real property; and never filed in Foreclosure Case No. 2010-CV-09-13480 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 is wholly satisfied and paid off and unmortgaged; and ignoring that CitiMortgage, Inc., admitted on November 05, 2018, to have received "**payments in full**" on its mortgage lien. The lower Courts lacked the discretion to ignore *In re Helligrath*, 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); *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995); *In re Bonnie Sue Ostrander* Case No. 11-33801; and to erroneously decide against Petitioner in *In re Nyamusevya* No. 19-52868 (Bankr. S.D. Ohio Sep. 29, 2023) as follows:

Nyamusevya filed his Chapter 13 bankruptcy case on May 1, 2019. He voluntarily converted the Chapter 13 to a Chapter 7 case some three months later without having confirmed a Chapter 13 plan. He received his Chapter 7 discharge on November 21, 2019. Normally, this bankruptcy case would have been closed shortly after issuance of the discharge. This is not a normal case... Nyamusevya chose to make it his life's work to **unsuccessfully** contest a state court foreclosure action CitiMortgage commenced 13 years ago in the Franklin County Court of Common Pleas...

Shortly after the foreclosure, Nyamusevya began filing documents with several different courts, each repeating some version of the allegation that, as a result of the foreclosure, he was forced "to hide and live in the cold weather in the wooded jungle near Toledo to escape being killed by the Sheriff Officers[.]" Mot. at 10...

**Bankruptcy "gives to the honest but unfortunate debtor . . . a new opportunity in life and a clear field for future effort**, unhampered by the pressure and discouragement of pre-existing debt. What the law does not do however, is give a debtor . . . unrestrained freedom to run roughshod over the court system[.]" *In re Jones*, 632 B.R. 138, 141 (Bankr. S.D. Ohio 2021) (cleaned up). "Federal courts, including Bankruptcy Courts, are vested with the inherent power to control [their] proceedings and the conduct of the parties involved." *In re Dekom*, Case No. 19-30082-KKS, 2020 WL 4004116, at \*4 (Bankr. N.D. Fla. Apr. 6, 2020) (cleaned up)...

The lower Courts lacked the discretion to ignore that *In re Nyamusevya* No. 19-52868 (Bankr. S.D. Ohio Sep. 29, 2023) (**Appendix A-13**), the Bankruptcy Court held that, "**THIS IS NOT A NORMAL CASE**," because to allow CitiMortgage, Inc.'s use of its July 15, 2020, invalid and unlawful and wholly nullity and unconstitutional Supplemental Final Judicial Report against Petitioner to *per se* and unjustly taking and confiscating his wholly satisfied and unmortgaged and paid off real property against his wish; thus the lower Courts extinguished and ignored the Ohio and U.S. Constitutions and the whole of existing

American federal and state laws; and improperly ignored *under-color-of-law* Petitioner's Bankruptcy Official Schedule 108 and CitiMortgage, Inc.'s unsecured Proof of Claim and the wholly satisfaction of payments that CitiMortgage, Inc., received on its mortgage loan; thus, the lower Courts ignored and departed from existing American federal and state laws and the Ohio and U.S. Constitutions and 11 U.S.C. § 524(a) and Fed. R. Bankr. P. 9011 and Rule 3001(c) and O.R.C. § 2329 and O.R.C. § 2329.02 and O.R.C. § 2329.191(B)(7), to affect Petitioner by ignoring that CitiMortgage, Inc., was not scheduled as a creditor of Petitioner; and had filed on July 10, 2019, its "unsecured" Proof of Claim 6-1, which was wholly discharged and extinguished on 11/21/2019 and on 01/21/2016 by Bankruptcy discharge Orders (**Appendix B-17 and B-18**); and was wholly paid off in Foreclosure Case No. 2010-CV-09-13480; and never filed its Final Judicial Report under O.R.C. § 2329.191(B)(7) in Foreclosure Case No. 2010-CV-09-13480; and lacked a perfected certificate of judgment under O.R.C. § 2329.02 against Petitioner's real property in Franklin County, Ohio Recorder's Office and in Foreclosure Case No. 2010-CV-09-13480; and used a fraudulent and unlawful and invalid and unconstitutional Supplemental Final Judicial Report against Petitioner in Foreclosure Case No. 2010-CV-09-13480 to *per se* taking and confiscating his real property and to enforcing automatically void *ab initio* under 11 U.S.C. § 524(a)(1) at any time obtained judgments to collect Petitioner's discharged debts; hence, Petitioner cannot allow the use of the invalid Supplemental Final Judicial Report against him and his house; hence, "Nyamusevya chose to make it his life's work to **"successfully contest"** the invalid and unconstitutional Supplemental Final Judicial Report and the violation of existing laws and the Ohio and U.S. Constitution; hence, *In re Jones*, 632 B.R. 138, 141 (Bankr. S.D. Ohio 2021) is misplaced and not applicable to this instant Bankruptcy Case and it is not a controlling precedent, and it is not a binding authority. The lower Courts lacked the discretion to ignore that Bankruptcy should give to the honest but unfortunate Petitioner a new opportunity in life and a clear field for future effort, unhampered by the pressure and discouragement of pre-existing debt.

And demands the justices of the U.S. Supreme Court to impartially find and decide in favor of Petitioner that the lower Courts lacked the discretion to ignore that after CitiMortgage, Inc., received and pocketed the whole satisfaction of Petitioner's payments; thus, the Federal District Court, including the U.S. Bankruptcy Court are vested with the inherent power to control their proceedings and the conduct of CitiMortgage, Inc., for unlawfully and unconstitutionally and fraudulently using a fraudulent and unlawful and invalid and unconstitutional Supplemental Final Judicial Report against Petitioner to *per se* taking and confiscating his real property and to enforcing automatically void *ab initio* under 11 U.S.C. § 524(a)(1) at any time obtained judgments to collect his discharged debts. See *In re Dekom*, Case No. 19-30082-KKS, 2020 WL 4004116, at \*4 (Bankr. N.D. Fla. Apr. 6, 10 2020). Because CitiMortgage, Inc., was unscheduled and unsecured; thus, the lower Courts lacked the discretion to ignore controlling their proceedings and to condone the dishonest and fraudulent conduct of CitiMortgage, Inc.

And that the U.S. Chief Bankruptcy Judge John E. Hoffman, Jr., is acting in a capacity of counsel for CitiMortgage, Inc., improperly *under-color-of-law* against Petitioner in violation of the Ohio and U.S. Constitutions and he is willfully and maliciously abusing his power of holding a public office; thus, the lower Courts lacked the discretion to ignore that Article VI, Paragraph 2 of the U.S. Constitution is commonly referred to as the Supremacy Clause, which 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; thus, 11 U.S.C. § 524(a) and 11 U.S.C. § 1326(c) and 11 U.S.C. § 105(a) and 11 U.S.C. § 362(k) and 11 U.S.C. § 727(a) and Rule 3001(c) and Rule 9011 take superiority and take precedence over Ohio laws; hence, based upon its July 10, 2019, unsecured Proof of Claim 6-1, the lower Courts lacked the discretion to ignore that wholly unsecured CitiMortgage, Inc., was wholly estopped by Fed. R. Bankr. P. 9011 effective the entry of the 11/21/2019, Bankruptcy Order of Discharge to claim any mortgage lien against Petitioner and his real

property; hence, Petitioner kindly invokes the highest inherent and impartial supervisory power of the justices of the U.S. Supreme Court and demands the justices of the U.S. Supreme Court to impartially void and vacate the lower Courts' Orders and decision and judgments.

And that the lower Courts lacked the discretion to ignore that 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, the justices of the U.S. Supreme Court should find and decide in favor of Petitioner that CitiMortgage, Inc.'s invalid and unconstitutional Supplemental Final Judicial Report "**conflicted**" with the Ohio and U.S. Constitutions and the wholly existing of American federal and state laws and O.R.C. § 2329.191(B)(7). Petitioner respectfully demands the justices of the U.S. Supreme Court to impartially find and decide in favor of Petitioner that the lower Courts lacked the discretion to ignore and allow the wholly unsecured CitiMortgage, Inc.'s use of its July 15, 2020, invalid Supplemental Final Judicial Report in Foreclosure Case No. 2010-CV-09-13480, after Petitioner was discharged on 11/21/2019 in Bankruptcy Case No. 2:19-bk-52868, while federal law displaces, or preempts, Ohio law and the invalid Supplemental Final Judicial Report, due to the Supremacy Clause of the U.S. Constitution.

The lower Courts lacked the discretion to cause the death of Petitioner by ignoring 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 ignoring 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 Rule 3001(c)(2)(D)(ii) and 11 U.S.C. § 362(k) and 11 U.S.C. § 105(a) and O.R.C. § 2329 and O.R.C. § 2329.02 and O.R.C. § 2329.191(B)(7), not limited to following the 10<sup>th</sup> District Court of Appeals' decision in *McClung v. McClung*, 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 lower Courts lacked the discretion to ignore that the whole record of Foreclosure Case No. 2010-CV-09-13480 is devoid of any "perfected certificate of judgment" under O.R.C. § 2329.02 for attaching a lien against Petitioner's wholly satisfied real property, which would have been "**FIRST**" filed and recorded pursuant to O.R.C. § 2329.02 in Franklin County, Ohio Recorder's Office; thus, the Franklin County, Ohio 10<sup>th</sup> 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.

To expeditiously get the Bankruptcy relief for a fresh start right now and to make Petitioner whole again, honest and miserable and destitute and devastated and injured and harmed and humiliated and grossly destroyed and unfortunate Petitioner kindly demands the justices of the U.S. Supreme Court to impartially find and decide in favor of Petitioner that the lower Courts lacked the discretion to ignore that incontrovertibly Petitioner was discharged on 11/21/2019; and incontrovertibly CitiMortgage, Inc.'s is unscheduled and unsecured by facts and the Court's record; and incontrovertibly CitiMortgage, Inc., admitted on 11/05/2018, to have received the wholly satisfaction of payments on its mortgage lien from Petitioner; and incontrovertibly CitiMortgage, Inc., injured and harmed Petitioner and caused irreparable

losses to Petitioner; and incontrovertibly CitiMortgage, Inc., fraudulently and maliciously used an invalid July 15, 2020, Supplemental Final Judicial Report to dispatching on November 29, 2022, five heavily armed sheriff officers to unconstitutionally *per se* taking and confiscating Petitioner's wholly satisfied and paid off and unmortgaged real property against his wish and to looting his belongings and cash and valuable memories and to permanently jeopardizing his left arm and to ending his life; and incontrovertibly CitiMortgage, Inc., caused Petitioner to be pushed to live in the wooded jungle and to sleep on a frozen forest floor effective 11/29/2022; consequently, CitiMortgage, Inc., should be exemplary punished and ordered to pay Petitioner a **monetary amount in excess of \$150,000.000**; hence, 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 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); *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); *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); thus, in this instant Case unscheduled and unsecured CitiMortgage, Inc., lacks a "perfected certificate of judgment" for attaching 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; hence, CitiMortgage, Inc., willfully and deliberately and recklessly and fraudulently and maliciously in bad faith violated the May 01, 2019, automatic stay and the 11/21/2019, Order of Discharge; hence, 11 U.S.C. § 105(a) and 11 U.S.C. § 362(k) should be enforced against CitiMortgage, Inc., and Respondents. *Taggart v. Lorenzen*, 2019 U.S. LEXIS 3890, (June 3, 2019)

Because the lower Courts allowed and paved the way for CitiMortgage, Inc., to using its invalid and unconstitutional Supplemental Final Judicial Report against Petitioner and to abort Petitioner's Bankruptcy relief for a fresh start in a violation of the primary purpose of Bankruptcy law; consequently, the lower Courts lacked the discretion to ignore that Petitioner invoked and enforced the U.S. Supremacy Clause and the Federal Preemption Doctrine and the Ohio and U.S. Constitutions and the whole of existing American federal and state laws against CitiMortgage, Inc., and Respondents; 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 and unconstitutional 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 5<sup>th</sup> and 8<sup>th</sup> and 14<sup>th</sup> Amendments to U.S. Constitution and violates the Ohio and U.S. Constitutions and O.R.C. § 2329.191(B)(7); hence, the justices of the U.S. Supreme Court should impartially and expeditiously give back to Petitioner his wholly satisfied and unmortgaged and paid off real property prior to January 31, 2024.

The rule is well established in Ohio that a Court of record speaks only through its journal and not by oral pronouncement or a mere minute or memorandum. *State, ex rel. Industrial Commission, v. Day, Judge*, 136 Ohio St. 477, 26 N.E.2d 1014; hence, Petitioner kindly invokes the inherent and impartial supervisory power of the justices of the U.S. Supreme Court and demands the justices of the U.S. Supreme Court to impartially find and decide in favor of Petitioner that the lower Courts lacked the discretion to ignore that

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, to the fullest honesty and under the penalty of perjury under Rule 9011, CitiMortgage, Inc., admitted is unsecured; thus, on 05/01/2019, Petitioner honestly certified to the Bankruptcy Court that CitiMortgage, Inc., was not a creditor and was not scheduled as a secured 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 Court of Appeals of Ohio Eighth Appellate District County of Cuyahoga decided in *Koblentz & Penvose, LLC V. Melvin*, 2022-Ohio-1399 (Appendix C-20) as follows:

{21} It is settled law in Ohio that a Court speaks through its docket and journal entries. *State v. Deal*, 8th Dist. Cuyahoga No. 88669, 2007-Ohio-5943, ¶ 54, citing *State v. Brooke*, 113 Ohio St.3d 199, 2007-Ohio-1533, 863 N.E.2d 1024, ¶ 47.

In observation of *Koblentz & Penvose, LLC V. Melvin*, 2022-Ohio-1399 and *State v. Brooke*, 113 Ohio St.3d 199, 2007-Ohio-1533, 863 N.E.2d 1024, ¶ 47; thus, the Bankruptcy Court and 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 unsecured 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., was unsecured and had filed an "unsecured" Proof of Claim 6-1 and that CitiMortgage, Inc., 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 Rule 3001(c)(2)(D)(i) and (ii) and § 524(a) and § 105(a) and § 727(a) and § 1326(c) and § 362(k)(1) and O.R.C. § 2329 and O.R.C. § 2329.191(B)(7) and O.R.C. § 2329.02 and O.R.C. § 2329.31 against CitiMortgage, Inc.

Petitioner kindly demands the justices of the U.S. Supreme Court to impartially find in the Proof of Claims Register Matrix in Petitioner's May 01, 2019, Bankruptcy Case No. 2:19-bk-52868, to find CitiMortgage, Inc.'s July 10, 2019, "UNSECURED" Proof of Claim 6-1 (Appendix B-16) and to "CONCLUDE" in favor of Petitioner that 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 (secured or unsecured) "CREDITOR" of Petitioner; thereafter, honestly and correctly in corroboration that CitiMortgage, Inc., was not scheduled as a "CREDITOR" of Petitioner, on July 10, 2019, under CitiMortgage, Inc.'s honestly and correctly and incontrovertibly best information and knowledge and belief; thus, CitiMortgage, Inc., appeared in Bankruptcy Case No. 2:19-bk-52868 and under Fed. R. Bankr. P. 9011 and Rule 3001(c) filed its "UNSECURED" Proof of Claim 6-1 (Appendix B-16), which was unquestionably wholly discharged and extinguished by Petitioner's 11/21/2019, Bankruptcy Order of Discharge. See *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995).

The lower Courts lacked the discretion to ignore that 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; hence, the invalid Supplemental Final Judicial Report violates the 5<sup>th</sup> and 8<sup>th</sup> and 14<sup>th</sup> Amendments to U.S. Constitution and violates the Ohio Constitution and O.R.C. § 2329.191(B)(7) (**Appendix B-22**) and it is void.

The lower Courts lacked the discretion to ignore that because CitiMortgage, Inc., lacks any perfected certificate of judgment under O.R.C. § 2329.02 to attach a judicial lien against Petitioner’s satisfied and unmortgaged real property; and was not scheduled as a creditor of Petitioner; and thereafter, had filed its July 10, 2019, “**UNSECURED**” Proof of Claim 6-1 (**Appendix B-16**), to admit and represent and certify that Petitioner’s real property is wholly satisfied and unmortgaged and free from any CitiMortgage, Inc.’s lien or claim and that CitiMortgage, Inc., lacks any justiciable controversy against Petitioner and his real property; hence, Petitioner kindly demands the justices of the U.S. Supreme Court to impartially conclude that Petitioner’s real property is wholly satisfied and unmortgaged and free from any CitiMortgage, Inc.’s lien or claim and “is not encumbered” by any CitiMortgage, Inc.’s judicial lien under O.R.C. § 2329.02; hence, the justices of the U.S. Supreme Court should in favor of Petitioner follow the decision of the United States Bankruptcy Court, E.D. Kentucky in Bankruptcy No. 93-50442: *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995) (**Appendix D-11**), which held 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) and (3)... 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,...

The Bankruptcy Court speaks only through its record and journal. *State, ex rel. Industrial Commission, v. Day, Judge*, 136 Ohio St. 477, 26 N.E.2d 1014; therefore, under Fed. R. Bankr. P. 9011 because on July 10, 2019, in its unsecured Proof of Claim 6-1 unscheduled and unsecured and fraudster CitiMortgage, Inc., honestly and correctly and incontrovertibly represented and certified that its *in personam* and *pre-discharge* and wholly satisfied and paid off and extinguished and unenforceable and unsecured 11/15/2018, Foreclosure Judgment (**Appendix B-1**) under Fed. R. Bankr. P. 3001(c)(1) “**WAS NOT SECURED**” by Petitioner’s wholly satisfied and paid off and unmortgaged real property; hence, in invoking and enforcing the equal protection under the law right; thus, the lower Courts lacked the discretion to ignore following and enforcing *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995) that upon the entry of the 11/21/2019, Bankruptcy Order of Discharge unscheduled and unsecured and fraudster CitiMortgage, Inc., holding a fictitious and fraudulent and fabricated unsecured Proof of Claim 6-1 (**Appendix B-16**) was permanently enjoined from collecting it using an invalid and unlawful and

unconstitutional July 15, 2020, Supplemental Final Judicial Report as Petitioner's personal obligation after bankruptcy in violation of O.R.C. § 2329.02 and 11 U.S.C. § 524(a)(1) and (a)(2) as a fictitious and fraudulent and fabricated unsecured *pre-petition* obligation owing to unsecured CitiMortgage, Inc., was wholly discharged as of May 01, 2019, 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); thus, CitiMortgage, Inc., was barred to *per se* taking and confiscating Petitioner's real property, using its invalid Supplemental Final Judicial Report to enforcing automatically void *ab initio* under 11 U.S.C. § 524(a)(1) judgment and Orders as CitiMortgage, Inc.'s **EXISTING JUDGMENT AND ORDERS NOT SECURED BY PETITIONER'S HOME ARE VOIDED BY THE 11/21/2019, DISCHARGE**. CitiMortgage, Inc., lacked a perfected secured and affixed or attached and non-avoidable statutory or judicial lien under O.R.C. § 2329.02 against Petitioner's real property before the May 01, 2019, commencement of the case and cannot acquire a lien by causing an execution, garnishment, or attachment to issue on a judgment and Orders using its invalid Supplemental Final Judicial Report against discharged Petitioner after Bankruptcy.

On January 26, 2022, in the lower Bankruptcy Court, the U.S. Chief Bankruptcy Judge John E. Hoffman, Jr., denied (**Appendix A-6**) Petitioner's November 03, 2021, Motion for Disqualification of Judge (ECF Doc. 195) (**Appendix A-7**), to unlawfully and unconstitutionally affecting Petitioner in favor of Respondents. Petitioner informed the U.S. Chief Bankruptcy Judge John E. Hoffman, Jr., that CitiMortgage, Inc., was not scheduled as a "secured" creditor of Petitioner, and that CitiMortgage, Inc., was patently and unambiguously abusing Petitioner's Bankruptcy case, and that pursuant to Fed. R. Bankr. P. 9011 and under the penalty of perjury, on July 10, 2019, CitiMortgage, Inc., honestly and correctly represented to the Bankruptcy Court that CitiMortgage, Inc., was unsecured and lacked any enforceable November 15, 2018, Foreclosure Judgment (**Appendix B-1**) against Petitioner and against his wholly paid off real property (**Appendix B-16**), which was not attached to its unsecured Proof of Claim for being satisfied and extinguished and unenforceable; and that CitiMortgage, Inc., filed and used an invalid and unconstitutional and fraudulent Supplemental Final Judicial Report against Petitioner (**Appendix B-27**). **Under 11 U.S.C. § 524(a), there is a "DISTINCTION" between an *in personam* judgment and an *in rem* judgment;** hence, all of CitiMortgage, Inc.'s 11/15/2018 judgment and 08/01/2022 and 07/06/2022, Confirmation of Sale Orders are **IN PERSONAM** and automatically void *ab initio* under 11 U.S.C. § 524(a)(1) at any time obtained retroactively *pre-discharge* and *post-discharge*. In the Bankruptcy Case No. 2:19-bk-52868, the Bankruptcy Court lacked the discretion to ignore that CitiMortgage, Inc., was **"NOT SCHEDULED AS A CREDITOR"** of Petitioner and was **wholly satisfied and paid off**.

Based on the evidentiary facts and the Courts' records, Petitioner is honest but unfortunate and the lower Courts lacked the discretion to ignore that since it is well established in Ohio that a Court of record speaks only through its journal entries, *State, ex rel. Industrial Commission, v. Day, Judge*, 136 Ohio St. 477, 26 N.E.2d 1014; hence, the July 15, 2020, journal entry in Foreclosure Case No. 2010-CV-09-13480 incontrovertibly substantiates that 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 "satisfaction of payments in full from Petitioner" that it admitted to have received on November 05, 2018. (See page 46 of transcript of November 05, 2018, proceedings in Franklin County, Ohio Court of Common Pleas in Foreclosure Case No. 2010-CV-09-13480); hence, the U.S. Chief Bankruptcy Judge John E. Hoffman, Jr., improperly *under-color-of-law* ignored that Petitioner should get the Bankruptcy relief for a fresh start to allow 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 fresh start and a new opportunity in life and a clear field for future effort.

The lower Courts lacked the discretion to ignore that 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, unscheduled CitiMortgage, Inc., represented to the Bankruptcy Court that CitiMortgage, Inc., was unsecured and 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 in violation of O.R.C. § 2329.02. *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); *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995).

The lower Courts lacked the discretion to ignore that on CitiMortgage, Inc.'s 09/14/2010, original claim in the amount of \$98,452.56 in its Foreclosure Complaint (**Appendix B-3**); thereafter, on 11/05/2018, CitiMortgage, Inc., admitted having received "the wholly satisfaction of payments from Petitioner on its mortgage loan" (**Appendix B-4 and B-5**) after September 14, 2010; hence, the justices of the U.S. Supreme Court should impartially read the transcript of November 05, 2018, proceedings in Franklin County, Ohio Court of Common Pleas 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 filed 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) and a perfected certificate of judgment under O.R.C. § 2329.02; thus, Petitioner is a victim of lower Courts' condoned CitiMortgage, Inc.'s fraud and lawlessness against Petitioner and lower Courts disregard of the Ohio and U.S. Constitutions and existing American federal and state laws, including ignoring O.R.C. § 2329.02 and O.R.C. § 2329 and O.R.C. § 2329.191(B)(7) and 11 U.S.C. § 524(a) and 11 U.S.C. § 1326(c) and § 362(k) and § 105(a) and Rule 9011 and Rule 3001(c)(1).

Because unscheduled and unsecured CitiMortgage, Inc., did not attach any enforceable Foreclosure Judgment to its July 10, 2019, Proof of Claim 6-1; hence, the U.S. Supreme Court should impartially find and question why the Bankruptcy Court ignored that CitiMortgage, Inc.'s "unsecured" lien against Petitioner and his real property was wholly discharged and extinguished by Petitioner's November 21, 2019, Bankruptcy Order of Discharge, since CitiMortgage, Inc., lacked any perfected certificate of judgment under O.R.C. § 2329.02 against Petitioner's real property, in the Franklin County, Ohio Recorder's Office, *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); *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995); and should question why the Bankruptcy Court "denied" looking to O.R.C. § 2329.02 to find that CitiMortgage, Inc., lacked a mortgage lien against Petitioner's wholly paid off real property in conformity with Petitioner's Bankruptcy Official Schedule Form 108, which corroborated with CitiMortgage, Inc.'s July 10, 2019, "unsecured" Proof of Claim 6-1, which substantiated that CitiMortgage, Inc., lacked any enforceable 11/15/2018, foreclosure judgment against Petitioner and his 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); *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995); *Butner v. United*

*States*, 440 U.S. 48, 55–57, 99 S.Ct. 914, 59 L.Ed.2d 136 (1979). The U.S. Supreme Court should impartially find that the judgments of the Bankruptcy Court and the U.S. District Court and the B.A.P. for the U.S. Court of Appeals for the Sixth Circuit and the U.S. Court of Appeals for the Sixth Circuit, and the judgments of state Courts are wrong and erroneous and should be vacated by the U.S. Supreme Court under the Federal Preemption Doctrine.

At this highest and final stage in litigation in this instant Bankruptcy Case, based on Franklin County, Ohio Recorder’s Office’s record of Petitioner’s real property’s title (**Appendix B-2**) and Franklin County, Ohio Court of Common Pleas’ record of Foreclosure Case No. 2010-CV-09-13480; thus, Petitioner respectfully demands the justices of the U.S. Supreme Court to impartially find and decide in favor of Petitioner that 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 satisfied and paid off and unmortgaged real property, which would have been filed and recorded in Franklin County, Ohio Public Land Recorder’s Office; and lacked the discretion to ignore that CitiMortgage, Inc., was barred by O.R.C. § 2329.02 and O.R.C. § 2329 and O.R.C. § 2329.191(B)(7) to confiscate Petitioner’s wholly satisfied and unmortgaged 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); *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995); *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; hence, by the Federal Preemption Doctrine of the U.S. Constitution and federal laws, the justices of the U.S. Supreme Court should void and vacate the lower State Courts and U.S. District Court and U.S. Bankruptcy Court’s decisions and should give back to Petitioner his wholly satisfied and paid off and unmortgaged real property prior to January 31, 2024. The justices of the U.S. Supreme Court should impartially decide in favor of Petitioner that the lower Courts are barred to allow and lacked the discretion to ignore CitiMortgage, Inc.’s use of its invalid Supplemental Final Judicial Report to unlawfully and fraudulently and unconstitutionally *per se* taking and confiscating Petitioner’s wholly satisfied and paid off and unmortgaged real property.

The lower Courts lacked the discretion to ignore that in observation of *Koblentz & Penrose, LLC V. Melvin*, 2022-Ohio-1399 and *State v. Brooke*, 113 Ohio St.3d 199, 2007-Ohio-1533, 863 N.E.2d 1024, ¶ 47; thus, the record of the Foreclosure Case No. 2010-CV-09-13480 shows that fraudster and unsecured and unscheduled and wholly paid off on its mortgage lien 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-4**) and a single payment from the Chapter 13 Bankruptcy Trustee on 11/12/2015, (**Appendix B-5**) to reflect the wholly satisfaction of its mortgage loan. Contrary to *Johnson v. Home State Bank*, 501 U.S. 78, 84 (1991); here, the transcript of the 11/05/2018, trial in the Foreclosure Case No. 2010-CV-09-13480 on page 46 (**Appendix B-4**) incontrovertibly and correctly and honestly and conspicuously shows CitiMortgage, Inc.’s admission of receiving “payments in full” from Petitioner as follows:

- 13 -14. Q. And have there been any other payments after that?
15. A. There have not.
- 16-18. Q. Okay. Now, I know that years later “**SOME MORE PAYMENTS**” **WERE APPLIED TO THIS ACCOUNT**.
19. A. **CORRECT**.
20. Q. And can you tell me how that occurred?

21-22. A. Yes. That was a result of a bankruptcy filing by Mr. Nyamusevya in 2015.  
23-24 Q. Okay. And in that bankruptcy certain payments **were APPLIED** to the account?  
25. A. **CORRECT.**

Petitioner in double jeopardy should not pay twice his mortgage lien. The U.S. Congress says in the 5<sup>th</sup> Amendment to U.S. Constitution what it means and means in the 5<sup>th</sup> Amendment to U.S. Constitution what it says there. The 5<sup>th</sup> Amendment to U.S. Constitution states as follows:

No person shall be held to answer for a capital,... nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb;... nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

In observation of *Koblenz & Penvose, LLC V. Melvin*, 2022-Ohio-1399 and *State v. Brooke*, 113 Ohio St.3d 199, 2007-Ohio-1533, 863 N.E.2d 1024, ¶ 47; thus, on November 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 U.S. Chief Bankruptcy Judge John E. Hoffman, Jr., and the lower Courts lacked the discretion to ignore the evidentiary facts that Petitioner’s home 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 confiscating Petitioner’s real property, the trial judge in the Foreclosure Case No. 2010-CV-09-13480 and CitiMortgage, Inc., using the invalid Supplemental Final Judicial Report “**concealed**” the “**payments in full**” that CitiMortgage, Inc., admitted having received on 11/05/2018, 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 home and money and belongings and valuables and memories. 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.**”

As shown above, the U.S. Chief Bankruptcy Judge John E. Hoffman, jr.’s decision is not supported by any evidentiary facts and it is improperly under-color-of-law ignoring the Ohio and U.S. Constitutions and the whole of existing American federal and state laws. The U.S. Chief Bankruptcy Judge John E. Hoffman, jr.’s improper partiality and favoritism of CitiMortgage, Inc., in Petitioner’s Bankruptcy Case No. 2:19-bk-52868 is intolerable and unacceptable and unlawful. Here the evidentiary facts and the Court’s record in the Bankruptcy Case No. 2:14-bk-55846 and the Foreclosure Case No. 2010-CV-09-13480 indisputably and correctly and honestly and convincingly substantiate that on November 05, 2018, in the Franklin County, Ohio Court of Common Pleas, CitiMortgage, Inc., admitted having received “payments in full from Petitioner” after its Foreclosure Complaint was filed on 09/14/2010; unfortunately, without any evidentiary facts to support its opinion, ignoring *Koblenz & Penvose, LLC V. Melvin*, 2022-Ohio-1399 and *State v. Brooke*, 113 Ohio St.3d 199, 2007-Ohio-1533, 863 N.E.2d 1024, ¶ 47; thus, the U.S. Chief Bankruptcy Judge John E. Hoffman, Jr., wrongfully held in Note 5 on page 16 in the September 21, 2022, Memorandum Opinion (ECF. Doc. 270) as follows:

**Note 5:** One of the most egregious ways in which Nyamusevya has been dishonest is to assert that he has fully satisfied his outstanding indebtedness to CitiMortgage. As CitiMortgage has

pointed out, Nyamusevya's "outlandish allegation that he paid the loan in full is wholly unsupported." Order Denying Debtor's (1) Emergency Motion for Contempt for Violation of ...

In observation of *Koblenz & Penrose, LLC V. Melvin*, 2022-Ohio-1399 and *State v. Brooke*, 113 Ohio St.3d 199, 2007-Ohio-1533, 863 N.E.2d 1024, ¶ 47; thus, Petitioner purchased around November 27, 2000, (**Appendix B-2**) his private residential real property, which is located at 2064 Worcester 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-16**), 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 home in corroboration to Petitioner's Official Bankruptcy Schedule Form 108 (**Appendix 8**) and unsecured Proof of Claim 6-1; hence, under the Federal Preemption Doctrine of Fed. R. Bankr. P. 9011 over state laws, CitiMortgage, Inc., was estopped to claim any mortgage lien; and thus, lacks any mortgage lien under O.R.C. § 2329.02 against Petitioner's home and was thus permanently barred to *per se* taking and appropriate and confiscate and foreclose Petitioner's wholly paid off real property.

Petitioner informed the Bankruptcy Court that CitiMortgage, Inc., was not scheduled as a creditor of Petitioner (**Appendix B-15**); and that CitiMortgage, Inc., was abusing Petitioner's Bankruptcy process to block Petitioner from getting his Bankruptcy relief for a fresh start; and that CitiMortgage, Inc., filed an unsecured Proof of Claim 6-1 on July 10, 2019 (**Appendix B-16**), which was discharged by Petitioner's November 21, 2019, Bankruptcy Court Injunction Order of Discharge (**Appendix B-17**); and that CitiMortgage, Inc., filed its July 15, 2020, Supplemental Final Judicial Report (**Appendix B-27**), to collect Petitioner's discharged *in personam* debts and to enforce automatically void *ab initio* under 11 U.S.C. § 524(a)(1) at any time obtained *in personam pre-discharge* and *post-discharge* judgments (**Appendix B-1 and B-19 and B-20**), knowingly that CitiMortgage, Inc., lacked any right to foreclose upon Petitioner's real property (**Appendix B-13**) and (**Appendix B-16**), as clearly described above. In this instant Case, Petitioner kindly demands the justices of the U.S. Supreme Court to vacate under their inherent power CitiMortgage, Inc.'s *in personam pre-discharge* and *post-discharge* judgments (**Appendix B-1 and B-19 and B-20**) in compliance to its own precedents and other lower Courts' precedents on the issue of enforcing 11 U.S.C. § 524(a)(1) and Fed. R. Bankr. P. 9011 and Rule 3001(c)(2)(D)(i) and (ii). Using its Supplemental Final Judicial Report against Petitioner; thus, on its judgment in the original amount of \$98,452.56 (**Appendix B-1**), after collecting the wholly satisfaction of "payments" from Petitioner; therefore, CitiMortgage, Inc., fraudulently and maliciously in bad faith collected more than \$222,800.85 as Petitioner's *in personam* discharged debts, by enforcing automatically void *ab initio* under 11 U.S.C. § 524(a)(1) at any time obtained judgments (**Appendix B-1 and B-19 and B-20**) against Petitioner and his real property, which is an unconstitutional *per se* taking in contradiction and refute of the U.S. Supreme Court's precedents on the issue of real property ownership rights and right to exclude.

Petitioner claims and invokes and enforces the equal protection under the law right. Petitioner filed his November 21, 2019, Bankruptcy Court Injunction Order of Discharge (**Appendix B-17**) 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) 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 November 21, 2019, Bankruptcy Court Injunction Order of Discharge and the U.S. Supreme Court and other Courts' precedents on the same issues of 11 U.S.C. § 524(a) and O.R.C. § 2329.02 and O.R.C. § 2329.191(B)(7) and Fed. R. Bankr. P. 9011.

In Bankruptcy Case No. 2:19-bk-52868, Petitioner filed on 10/07/2022, his "Supplemental Addendum to Emergency and Unopposed Motion to Hold the Lower State Trial Court's Orders and Proceedings Void *Ab Initio* Under § 524 and Request for Fresh Start Under Rule 1001 and Request for an Expedited Hearing" (ECF. Doc. 275) (**Appendix C-14**); unfortunately, the Bankruptcy judge lacked the discretion to ignore ruling upon Petitioner's 10/07/2022, motion to allow CitiMortgage, Inc.'s invalid Supplemental Final Judicial Report and left it for the justices of the U.S. Supreme Court to enter a final judgment, while Petitioner is killed by the sheriff officers.

Petitioner alleged in his 10/07/2022, "Supplemental Addendum to Emergency and Unopposed Motion to Hold the Lower State Trial Court's Orders and Proceedings Void *Ab Initio* Under § 524 and Request for Fresh Start Under Rule 1001 and Request for an Expedited Hearing" (ECF. Doc. 275) (**Appendix C-14**) as follows:

The Chief Bankruptcy Judge John E. Hoffman, Jr., allowed the lower State trial Court to unlawfully act in a capacity of an appellate Court of this Bankruptcy Court, to vacate and extinguish the Bankruptcy Court's Injunction Orders of Discharge, while the Chief Bankruptcy Judge John E. Hoffman, Jr., acting corruptly and *under-color-of-law* extinguished the mandate under 11 U.S.C. § 524(a), to allow the first impression lower State trial Court to abolish the Bankruptcy purpose and process and the Bankruptcy Court's Orders, in order to cause the imminent death of the Debtor.

In order to urgently spare the Debtor's life, the Debtor vehemently implores this Bankruptcy Court to decide that after the Debtor paid off entirely his real property and after the January 21, 2016 (Exhibit 5) and the November 21, 2019 (Exhibit 4), Bankruptcy Court's Injunction Orders of Discharge were entered; hence, the lower State trial Court in the Foreclosure Case No. 2010-CV-09-13480 was barred to fraudulently and corruptly grant a difference from CitiMortgage, Inc., originally alleged amount of **\$98,452.56** and the July 06, 2022 (Exhibit 9) and the August 01, 2022 (Exhibit 10), amount of **\$222,800.85** that is in a violation of 11 U.S.C. § 524(a)(1). *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). citing 4 Collier on Bankruptcy ¶ 524.02[1] (Alan Resnick & Henry Sommer eds., 16th Ed.). The lower State trial Court lacked the jurisdiction and the judicial discretion to grant the discharged personal liability under 11 U.S.C. § 727 in the amount of **\$222,800.85** (Exhibit 9) and (Exhibit 10)...

On August 04, 2022, the Court of Ohio, Eighth Appellate District, County of Cuyahoga held in *Lance Invest. Corp. v. Burkhalter*, 2022-Ohio-2675 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. *McCung v. McCung*, 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;

{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. The judgment of the Cleveland Municipal Court is hereby vacated, and the court is ordered... Case is remanded for proceedings consistent with this opinion.

In a violation of the Ohio Rules of Professional Conduct for lawyers and judges, using its invalid Supplemental Final Judicial Report, CitiMortgage, Inc., prepared and filed and was granted the 07/06/2022, and the 08/01/2022, Confirmation of Sale Orders in the prohibited amount of more than \$222,800.85 (**Appendix B-19**) and (**Appendix B-20**); hence, CitiMortgage, Inc., willfully and fraudulently violated the November 21, 2019, Bankruptcy Court's Injunction Order of Discharge (**Appendix B-17**). On September 21, 2022, this Bankruptcy Court promised to award an amount more than **\$450,000.00** (ECF. Doc. 270) *Krueger v. Torres (In re Krueger)*, 812 F.3d 365, 373 (5th Cir. 2016) against CitiMortgage, Inc. Because CitiMortgage, Inc., prepared the Orders for Confirmation of Sale and was granted an amount of more than \$222,800.85 from the originally alleged amount of \$98,452.46; hence, CitiMortgage violated the discharge injunction, after *per se* confiscating and appropriating Petitioner's real property against his wish.

Because the Debtor was granted a Bankruptcy Order of Discharge; hence, this Bankruptcy Court must decide that the U.S. Congress' act and intention in § 524 does not give the lower State trial Court the discretion to grant the discharged personal liability in the amount of \$222,800.85... Because the originally alleged amount of \$98,452.56 in the not *in rem* 11/15/2018, Foreclosure Judgment is not the July 06, 2022 and the August 01, 2022, awarded discharged personal liability of the Debtor amount of **\$222,800.85** in a violation of 11 U.S.C. § 524(a)(2); hence, prior to October 15, 2022, this Bankruptcy Court must comply and must decide that the U.S. Congress says in 11 U.S.C. § 524 what it means and means in 11 U.S.C. § 524 what it says there. *Dodd v. United States*, 545 U.S. 353, 357, 125 S. Ct. 2478, 2482 (2005) (alteration in original) (citing *Conn. Nat'l Bank v. Germain*, 503 U.S. 249, 253–54, 112 S. Ct. 1146, 1149 (1992)). The U.S. Supreme Court further held in *Dodd v. United States*, 545 U.S. 353, 357, 125 S. Ct. 2478, 2482 (2005) that, "But the Court is not free to rewrite the statute that Congress has enacted," hence, in this instant Case, this Bankruptcy Court must enforce 11 U.S.C. § 524(a) against CitiMortgage, Inc.,...to hold the lower State trial Court's judgments void *ab initio* under 11 U.S.C. § 524(a)...

The lower Courts lacked the discretion to ignore that in observation of *Koblentz & Penvose, LLC v. Melvin*, 2022-Ohio-1399 and *State v. Brooke*, 113 Ohio St.3d 199, 2007-Ohio-1533, 863 N.E.2d 1024, ¶ 47; thus, on 09/21/2022, in Bankruptcy Case No. 2:19-bk-528687, the Bankruptcy Court promised on the record to award to Petitioner an amount in excess of **\$450,000.00** (ECF. Doc. 270) *Krueger v. Torres (In re Krueger)*, 812 F.3d 365, 373 (5th Cir. 2016) against CitiMortgage, Inc. Because unsecured and unscheduled and fraudster CitiMortgage, Inc., prepared the 08/01/2022, (**Appendix B-20**) and 07/06/2022, (**Appendix B-19**) Orders for Confirmation of Sale and was granted an amount of more than \$222,800.85 from the originally alleged amount of \$98,452.46; thus, CitiMortgage violated the 11/21/2019, discharge injunction (**Appendix B-17**), after unconstitutionally and unlawfully *per se* taking and permanently confiscating and appropriating Petitioner's real property against his wish; hence, the justices of the U.S. Supreme Court should award Petitioner a monetary award in excess of **\$450,000.00** (ECF. Doc. 270) *Krueger v. Torres (In re Krueger)*, 812 F.3d 365, 373 (5th Cir. 2016). CitiMortgage, Inc., was granted a *pre-discharge in personam* 11/15/2018, Foreclosure Judgment (**Appendix B-1**), which was without a mention *in rem* on its face; and which provided for the collection of Petitioner's discharged personal liability; and which was automatically and retroactively void *ab initio* under 11 U.S.C. § 524(a)(1) at any time obtained for providing Petitioner's discharged personal liability as follows:

Therefore, the Court finds that **there is due from said Defendant, Leonard Nyamusevya, to Plaintiff, the sum of \$98,452.56, plus interest thereon at the rate of 6.25% per annum from June 01, 2010, plus advances made by Plaintiff for taxes, insurance, and otherwise to protect the property, and the cost of this action**, the full amount of which may be ascertained, as necessary, after sale judicial of the property...

It is therefore Ordered that judgment shall be, and hereby is, rendered in favor of the Plaintiff and against the Defendant, Leonard Nyamusevya, **in the amount of \$98,452.56, plus interest thereon at the rate of 6.25% per annum from June 01, 2010, plus advances made by Plaintiff for taxes, insurance, and otherwise to protect the property, and the cost of this action**.

In Bankruptcy Case No. 2:19-bk-52868, Petitioner filed on 01/05/2023, his "Debtor's Motion Requesting the Court to follow Courts Precedents..." (ECF. Doc. 277) (**Appendix C-19**); but, from 01/05/2023, to present the Bankruptcy judge unlawfully and unconstitutionally and improperly and maliciously vacated the Ohio and U.S. Constitutions and the whole of existing American federal and state laws and allowed CitiMortgage, Inc., and the Franklin County, Ohio Court of Common Pleas to use the invalid Supplemental Final Judicial Report against Petitioner and to ignore the Ohio and U.S. Constitutions and the whole of existing American federal and state laws not limited to ignoring 11 U.S.C. § 524(a) and 11 U.S.C. § 1326(c) and Fed. R. Bankr. P. 9011 and Rule 3001(c)(1), to harm Petitioner and left for the U.S. Supreme Court to block the use of the invalid Supplemental Final Judicial Report against Petitioner. To date the Bankruptcy judge unlawfully and unconstitutionally and improperly and maliciously denied enforcing O.R.C. § 2329 and O.R.C. § 2329.02 and O.R.C. § 2329.191(B)(7) to hold that in fact CitiMortgage, Inc., lacks a perfected judicial lien under O.R.C. § 2329.02 against Petitioner's real property that was first filed in Franklin County, Ohio Recorder's Office and last with the Clerk of Court of Franklin County, Ohio Court of Common Pleas and denied following *In re Helligrath*, 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); *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995); *In re Bonnie Sue Ostrander* Case No. 11-33801; *McClung v. McClung*, 2004-Ohio-240; *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; *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); *Dodd v. United States*, 545 U.S. 353, 357, 125 S. Ct. 2478, 2482 (2005); *CitiMortgage, Inc. v. Wiley*, 2016-Ohio-5902; *Cedar Point Nursery v Hassid*; In Re Mason P. Oglesby, Case No.: 13-32362, Chapter 7 Adv. Pro. No. 13-3178 (Appendix D-12); *Darby v. A-Best Prods. Co.*, 102 Ohio St.3d 410, 2004-Ohio-3720, 811 N.E.2d 1117; *Jones Metal Products Co. v. Walker* (1972), 29 Ohio St.2d 173, 176-177, 58 O.O.2d 393, 281 N.E.2d 1; *Florida Lime Avocado Growers, Inc. v. Paul* (1963), 373 U.S. 132, 83 S.Ct. 1210, 10 L.Ed.2d 248.

Upon the entry of the discharge order that was filed in the record of the Foreclosure Case No. 2010-CV-09-13480, the U.S. Supreme Court should find that the substantive legal issue of Federal Preemption Doctrine caused CitiMortgage, Inc.'s 11/15/2018 *in personam* Foreclosure Judgment and its *in personam* July 06, 2022 and August 01, 2022, Confirmation of Sale Orders preempted by federal laws and automatically void ab initio under 11 U.S.C. § 524(a). In *Darby v. A-Best Prods. Co.*, 102 Ohio St.3d 410, 2004-Ohio-3720, 811 N.E.2d 1117, the Supreme Court of Ohio decided as follows:

{¶ 25} The Supremacy Clause of the United States Constitution provides that "the Laws of the United States \* \* \* shall be the supreme Law of the Land; \* \* \* any Thing in the Constitution or Laws of any State to the Contrary notwithstanding." Clause 2, Article VI, United States Constitution. Consistent with precedent established by the Supreme Court of the United States, this court has long recognized that the Supremacy Clause allows Congress to deprive the states of power to regulate in a field of commerce that Congress intended to occupy exclusively, a principle commonly designated the federal preemption doctrine. See *Jones Metal Products Co. v. Walker* (1972), 29 Ohio St.2d 173, 176-177, 58 O.O.2d 393, 281 N.E.2d 1, citing *Florida Lime Avocado Growers, Inc. v. Paul* (1963), 373 U.S. 132, 83 S.Ct. 1210, 10 L.Ed.2d 248.

{¶ 26} In the past,... In some cases, we have determined that federal law invalidates Ohio law. See, e.g., *J.A. Croson Co. v. J.A. Guy, Inc.* (1998), 81 Ohio St.3d 346, 691 N.E.2d 655 (unanimously finding that an Ohio prevailing wage statute and regulation were preempted by the National Labor Relations Act, Section 151 et seq., Title 29 U.S. Code, to the extent that they interfered with federal jobtargeting programs).

Following and enforcing the Ohio Supreme Court's decision in *J.A. Croson Co. v. J.A. Guy, Inc.* (1998), 81 Ohio St.3d 346, 691 N.E.2d 655; thus, the lower Courts lacked the discretion to ignore that the *pre-discharge* 11/15/2018, *in personam* Foreclosure Judgment (Appendix B-1) and the *post-discharge* 08/01/2022, (Appendix B-20) and *post-discharge* 07/06/2022, (Appendix B-19) Confirmation of Sale Order were preempted by the Bankruptcy Discharge Injunction under 11 U.S.C. § 524(a), to the extent that they interfered with and violated the 11/21/2019, Bankruptcy Order of Discharge. Before the U.S. Supreme Court in this instant Bankruptcy Case, Petitioner invokes and enforces the equal protection under the law right and the Federal Preemption Doctrine of the U.S. Supremacy Clause for the U.S. Constitution to permanently block the invalid and unconstitutional Supplemental Final Judicial Report.

Because unscheduled and unsecured CitiMortgage, Inc., lacked a perfected certificate of judgment under O.R.C. § 2329.02 for attaching a lien against Petitioner's real property; hence, Petitioner kindly invokes the inherent and impartial supervisory power of the justices of the U.S. Supreme Court and demands the justices of the U.S. Supreme Court to impartially find and decide in favor of Petitioner that the lower Courts lacked the discretion to ignore that in observation of *Koblenz & Penrose, LLC V. Melvin*, 2022-Ohio-1399 and *State v. Brooke*, 113 Ohio St.3d 199, 2007-Ohio-1533, 863 N.E.2d 1024, ¶ 47; in

Petitioner's 01/05/2023, "Debtor's Motion Requesting the Court to follow Courts Precedents and to Prevent Courts Inaction" (ECF. Doc. 277) (**Appendix C-19**), Petitioner alleged as follows:

The Debtor is kindly asking that this Bankruptcy Court, and later the Appellate Court to issues a decision in this instant Case by following the well-established Courts' precedents by following the Congress' act and intention in 11 U.S.C. § 524 and 11 U.S.C. § 727, and in compliance to the Courts' holding 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) and in *CitiMortgage, Inc. v. Wiley*, 2016-Ohio-5902, in which the Courts enforced 11 U.S.C. § 524 and 11 U.S.C. § 727, as a matter of law of Congress' act and intention.

The Chief Bankruptcy Judge John E. Hoffman, Jr., knows and should have known 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 Chief Bankruptcy Judge John E. Hoffman, Jr., lacked the discretion to ignore that the not *in rem* November 15, 2018, Foreclosure Judgment, and the July 06, 2022, and the August 01, 2022, Confirmation of Sale Orders are judgments not in compliance with 11 U.S.C. § 524(a) and are in contradiction to 11 U.S.C. § 727. *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); hence, they have modified and proved wrong and rejected the 11/21/2019, Bankruptcy Order of Discharge and the January 21, 2016, Debtor's ex-spouse's Bankruptcy Court's Injunction Order of Discharge.

The lower Courts lacked the discretion to ignore that in observation of *Koblentz & Penrose, LLC V. Melvin*, 2022-Ohio-1399 and *State v. Brooke*, 113 Ohio St.3d 199, 2007-Ohio-1533, 863 N.E.2d 1024, ¶ 47; Petitioner filed on 02/14/2023, his "Debtor's Unopposable Motion Finding State Court's Judgments Void *ab initio* Following Courts' Precedents in Debtor's Interest" (ECF. Doc. 281) (**Appendix C-15**); unfortunately, to date, the Bankruptcy judge ignored and extinguished the Ohio and U.S. Constitutions and the whole of existing American federal and state laws, not limited to ignoring 11 U.S.C. § 524(a) and 11 U.S.C. § 1326(c) and 11 U.S.C. § 105(a) and 11 U.S.C. § 362(k) and Rule 9011 and Rule 3001(c)(1) and O.R.C. § 2329 and O.R.C. § 2329.02 and O.R.C. § 2329.191(B)(7), for the sole improper purpose to affect and harm Petitioner and to allow unsecured and unscheduled CitiMortgage, Inc.'s use of its July 15, 2020, invalid Supplemental Final Judicial Report and left for the justices of the U.S. Supreme Court to permanently block the July 15, 2020, invalid Supplemental Final Judicial Report for being a first impression issue. In Petitioner's 02/14/2023, "Debtor's Unopposable Motion Finding State Court's Judgments Void *ab initio* Following Courts' Precedents in Debtor's Interest" (ECF. Doc. 281) (**Appendix C-15**), Petitioner alleged as follows:

The Debtor is kindly asking that this Bankruptcy Court, and later the Appellate Courts to issue a decision in this instant Case by following the well-established Courts' precedents by following the Congress' act and intention in 11 U.S.C. § 524 and 11 U.S.C. § 727, and in compliance to the Courts' holding in *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 this instant Bankruptcy Case No. 2:19-bk-52868, the Debtor did not schedule CitiMortgage, Inc., as a creditor of the Debtor. The Debtor's residential property that is located at 2064 Worcester Court, Columbus, Ohio 43232 was wholly paid off. (Exhibit 1)... In the State Court, in the Foreclosure Case No. 2010-CV-09-13480, CitiMortgage, Inc., prepared the Order and filed the July 06, 2022, Confirmation of Sale Order in a violation of 11 U.S.C. § 524 (Exhibit 7), 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”

This is a violation of 11 U.S.C. § 524 and 11 U.S.C. § 727. 11 U.S.C. § 524(a) voided automatically the July 06, 2022, Confirmation of Sale Order (Exhibit 10) under 11 U.S.C. § 524 at the time obtained. *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 the State Court, in the Foreclosure Case No. 2010-CV-09-13480, CitiMortgage, Inc., prepared the Order and filed the August 01, 2022, Confirmation of Sale Order in a violation of 11 U.S.C. § 524 (Exhibit 8), 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”

Because unscheduled and unsecured and fraudster CitiMortgage, Inc., never files a Final Judicial Report in the Foreclosure Case N. 2010-CV-09-13480 under O.R.C. § 2329.191(B)(7) and lacked a perfected certificate of judgment under O.R.C. § 2329.02 and was unsecured in Bankruptcy Case No. 2:19-bk-528687; hence, in the lower U.S. District Court Case No. 2:22-cv-02228, the U.S. District Court denied ordering the Bankruptcy Court to enforcing 11 U.S.C. § 524(a) and to following the Courts' holding 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); 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.); and denied ordering the Bankruptcy Court to enforcing O.R.C. § 2329.02 in compliance to *McClung v. McClung*, 10th Dist. Franklin No. 03AP-156, 2004-Ohio-240; *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995); *In re Davis*, 539 B.R. 334, 341 (Bankr. S.D. Ohio 2015); *In re Bonnie Sue Ostrander* Case No. 11-33801; *In re Helligrath*, 569 B.R. 709, 713-14 (Bankr. S.D. Ohio 2017); and O.R.C. § 2329.191 in compliance to *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 denied ordering the lower Bankruptcy Court to following and enforcing Fed. R.

Bankr. P. 9011; and denied preventing the lower Bankruptcy Court from ignoring Petitioner's Bankruptcy Official Schedule Form 108 and ignoring unscheduled and unsecured and fraudster CitiMortgage, Inc., July 10, 2019, unsecured Proof of Claim 6-1; and denied preventing the lower Bankruptcy Court from ignoring CitiMortgage, Inc.'s July 15, 2020, invalid and unconstitutional Supplemental Final Judicial Report, to allow the unconstitutional *per se* taking and confiscation of Petitioner's home and to causing Petitioner to be unconstitutionally killed by the sheriff officers and left for the justices of the U.S. Supreme Court to hold the Supplemental Final Judicial Report (**Appendix B-27**) invalid and unconstitutional after Petitioner's suffering of irreparable harms and injuries and losses. The U.S. Court of Appeals for the Sixth Circuit failed to entering a decision in the pending Case No. 23:3497 (**Appendix A-1**), and the Supreme Court of Ohio denied its jurisdiction to permanently blocking the use of the Supplemental Final Judicial Report against Petitioner (**Appendix A-3**) and his home; hence, in this instant Case, only the U.S. Supreme Court should permanently block the invalid and unconstitutional Supplemental Final Judicial Report for being used against Petitioner; and to protect Petitioner's right to life and his U.S. Constitutional due process and the equal protection under the law rights, in this highest and impartial tribunal and before highest and impartial justices; and to greatly protect the American homeowners and families and public rights to real property ownership and interest in the integrity of an impartial federal and state judicial system.

In the pending Case No. 23:3497 in the U.S. Court of Appeals for the Sixth Circuit, Petitioner's June 08, 2023, Petition for a Writ of Mandamus (**Appendix A-1**) shows that Petitioner alleged as follows:

1. On a Petition for a writ of mandamus, the issue presented is that there is a patently and unambiguous violation of both the Ohio and the U.S. Constitutions as the U.S. federal district Court denied ordering the lower Bankruptcy Court to enter decisions on substantial Petitioner: Debtor's substantial pending motions, some of which requesting the enforcement of 11 U.S.C. § 524 (a). The U.S. federal District Court's denial is for the sole purpose to allow the well-established State of Ohio lawlessness to use a Supplemental Final Judicial Report, which is prohibited by both the State of Ohio and the U.S. Constitutions and federal and state laws, as basis to nullify and extinguish Petitioner: Debtor's November 21, 2019 Bankruptcy Court injunction order of discharge, in order to unlawfully confiscating not *in rem* of Petitioner: Debtor's wholly paid off residential real property.

Ignoring all the allegations above and the fact that CitiMortgage, Inc., filed its invalid and unlawful and unconstitutional Supplemental Final Judicial Report to defraud Petitioner and to cause the death of Petitioner; thus, in the May 01, 2019, Bankruptcy Case No. 2:19-bk-52868, on **May 31, 2022**, the Bankruptcy Court wrongfully entered an "Order Denying Debtor's (1) Emergency Motion for Contempt for Violation of Discharge Order Against CitiMortgage (ECF. Doc. 247); (2) Expedited Motion to Enforce 11 U.S.U. § 524 to Void *per-petition* [sic] *in personam* State Court Foreclosure Judgment Against CitiMortgage, Inc. (ECF. Doc. 250); and (3) Notices of Emergency Hearing (ECF. Docs. 248, 251) (ECF. Doc. 254) (**Appendix D-1**), which held as follows:

<sup>4</sup> In the State Court foreclosure action CitiMortgage originally was represented by the law firm of Lerner, Sampson and Rothfuss. Padgett Law Group is now representing CitiMortgage in the State Court case. Attorney Jacqueline Wirtz of the Padgett firm obtained the entry of a new order of sale on April 14, 2022. Emergency Mot., Ex. 7 (State Court Civil Case Detail) at 2, Doc. 247 at 62.

<sup>5</sup> The Debtor's discharge in bankruptcy was issued on November 21, 2019. There are 125 docket entries in this case since the date of discharge, nearly all of which deal with the contested foreclosure action.

The Debtor appears to believe either that his bankruptcy discharge completely eliminated the mortgage lien on his house, or that because the prepetition judgment was both an *in rem* and an *in personam* judgment, it was somehow rendered invalid when he received his discharge in this case. He is wrong on both counts. **The discharge eliminated his personal liability for the mortgage debt, but the lien remains on the house and is subject to a foreclosure by the lender.** As the Supreme Court has explained:

To put this question in context, we must first say more about the nature of the mortgage interest that survives a Chapter 7 liquidation. A mortgage is an interest in real property that secures a creditor's right to repayment. 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;... A defaulting debtor can protect himself from personal liability by obtaining a discharge in a Chapter 7 liquidation. See 11 U.S.C. § 727. However, such a discharge extinguishes *only* "the personal liability of the debtor." 11 U.S.C. § 524(a)(1). Codifying the rule of *Long v. Bullard*, 117 U.S. 617, 6 S.Ct. 917, 29 L.Ed. 1004 (1886), the Code provides that a creditor's right to foreclose on the mortgage survives or passes through the bankruptcy. See 11 U.S.C. § 522(c)(2); *Owen v. Owen*, 500 U.S. 305, 308–309, 111 S.Ct. 1833, 1835–1836, 114 L.Ed.2d 350 (1991); *Farrey v. Sanderfoot*, 500 U.S. 291, 297, 111 S.Ct. 1825, 1829, 114 L.Ed.2d 337 (1991); H.R. Rep. No. 95–595, *supra*, at 361.

*Johnson v. Home State Bank*, 501 U.S. 78, 82 (1991). The Judgment was entered prepetition, and there is nothing to prevent the lender from exercising its *in rem* rights by foreclosing the mortgage on the Debtor's property. The Debtor has been discharged of all dischargeable debts,... But none of this is news to the Debtor. This same information has been delivered to him by the Bankruptcy Appellate Panel and the Sixth Circuit Court of Appeals. As the Sixth Circuit put it:

[T]he lien that CitiMortgage obtained during the pre-bankruptcy foreclosure proceedings survives the bankruptcy and was not extinguished by the abandonment or discharge. See *Farrey v. Sanderfoot*, 500 U.S. 291, 297 (1991); *Johnson v. Home State Bank*, 501 U.S. 78, 84 (1991); *Matteson v. Bank of Am., N.A. (In re Matteson)*, 535 B.R. 156, 161 (B.A.P. 6th Cir. 2015)...

Petitioner kindly invokes the inherent and impartial supervisory power of the justices of the U.S. Supreme Court and demands the justices of the U.S. Supreme Court to impartially find and decide in favor of Petitioner that the lower Courts lacked the discretion to ignore that in observation of *Koblentz & Penrose, LLC V. Melvin*, 2022-Ohio-1399 and *State v. Brooke*, 113 Ohio St.3d 199, 2007-Ohio-1533, 863 N.E.2d 1024, ¶ 47, the record incontrovertibly substantiates pursuant to O.R.C. § 2329.02 that there is no lien attached to Petitioner's home (**Appendix B-2**) and that CitiMortgage lacks any perfected mortgage lien under O.R.C. § 2329.02 in Franklin County, Ohio Recorder's Office and Franklin County, Ohio Court of Common Pleas that attached to Petitioner's home (**Appendix B-2**); hence, the lower Courts erroneously in violation of O.R.C. § 2329.02 held that, "The lien obtained during the *pre-bankruptcy* foreclosure proceedings survives the bankruptcy and was not extinguished by the abandonment or discharge.

Although *Johnson v. Home State Bank*, 501 U.S. 78, 82 (1991) is not a binding or controlling precedent and is not applicable to this instant Case; thus, without enforcing O.R.C. § 2329.02 in favor of Petitioner and in ignoring Petitioner's Bankruptcy Official Schedule 108 and in ignoring CitiMortgage, Inc.'s unsecured Proof of Claim and in ignoring that CitiMortgage, Inc., admitted to having received payments in full from Petitioner and in ignoring that CitiMortgage, Inc., used its invalid Supplemental Final Judicial Report against Petitioner; hence, the Bankruptcy Court and the lower Courts are wrong by

holding that, “The discharge eliminated his personal liability for the mortgage debt, but **THE LIEN REMAINS ON THE HOUSE** and is subject to a foreclosure by the lender” in violation of O.R.C. § 2329.02. *McClung v. McClung*, 10th Dist. Franklin No. 03AP-156, 2004-Ohio-240; *In re Davis*, 539 B.R. 334, 341 (Bankr. S.D. Ohio 2015); *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995); *In re Bonnie Sue Ostrander* Case No. 11-33801; *In re Helligrath*, 569 B.R. 709, 713-14 (Bankr. S.D. Ohio 2017); hence, the Bankruptcy Court and lower Courts lacked their discretion to ignore their judicial duty for compliance to O.R.C. § 2329.02 in favor of Petitioner, because under O.R.C. § 2329.02, CitiMortgage, Inc., lacked any perfected mortgage lien against Petitioner’s real property.

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... 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-13**) and CitiMortgage, Inc.’s “unsecured” July 10, 2019, filed Proof of Claim 6-1 (**Appendix B-16**) and CitiMortgage, Inc.’s admission on 11/05/2018, to have received “payments in full” on its mortgage lien. 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. Since other Courts on the same issue of 11 U.S.C. § 524(a) *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), have decided that by the express terms of 11 U.S.C. § 524(a)(1), any judgments entered after entry of Petitioner’s 11/21/2019, discharge is void *ab initio* to the extent that those judgments established Petitioner’s discharged personal debts and that Section 524(a) is meant to operate automatically with no need for Petitioner to assert the discharge to render the judgments void, *Riley* at 7, citing 4 Collier on Bankruptcy ¶ 524.02[1] (Alan Resnick & Henry Sommer eds., 16th Ed.); hence, the lower Courts ignored the Federal Preemption Doctrine to allow the 10<sup>th</sup> District Court of Appeals to enter a May 11, 2023, “conflicting” decision with other appellate Courts on the same issue of 11 U.S.C. § 524(a) and O.R.C. § 2329.02 and O.R.C. § 2329 and O.R.C. § 2329.191 and to ignore the invalid and unconstitutional Supplemental Final Judicial Report to affect Petitioner. Appellant Brief is (**Appendix C-18**) and Appellee Brief is (**Appendix C-17**) in Appeal Case No. 22-AP-000464.

### **REASONS FOR GRANTING THE WRIT**

To outsmart the U.S. Supreme Court, CitiMortgage, Inc., used its invalid Supplemental Final Judicial Report against Petitioner. There is no “precedent” by the U.S. Supreme Court on the issue of an invalid and unconstitutional Supplemental Final Judicial Report being used to unconstitutionally kill a discharged Petitioner-Debtor and to *per se* taking and unlawfully and permanently appropriating and confiscating *in personam* the Debtor’s wholly satisfied and paid off entirely real property and for allowing the unlawful and fraudulent and improper and unconstitutional collection of the Debtor’s discharged personal liabilities in violation of 11 U.S.C. § 524(a) and the Ohio and U.S. Constitutions and existing law.

The Ohio and U.S. Constitutions and the whole of existing American federal and state laws were nullified and extinguished and ignored by the lower Courts to improperly *under-color-of-law* allow CitiMortgage, Inc.’s use of its invalid and unconstitutional July 15, 2020, Supplemental Final Judicial Report against Petitioner to *per se* taking and confiscating Petitioner’s wholly satisfied and unmortgaged and paid off real property against his wish and to dispatching on November 29, 2022, five heavily armed

sheriff officers to terminate and extinguish Petitioner's life for paying off his real property and for being granted his 11/21/2019, Bankruptcy Order of Discharge. The justices of the U.S. Supreme Court should determine and answer whether CitiMortgage, Inc.'s use of its invalid and unconstitutional July 15, 2020, Supplemental Final Judicial Report is "**CONSTITUTIONAL OR NOT? And why kill Petitioner?**

To allow CitiMortgage, Inc.'s use of its July 15, 2020, invalid and unconstitutional and unlawful and fraudulent Supplemental Final Judicial Report against Petitioner to *per se* taking and confiscating Petitioner's wholly satisfied and paid off and unmortgaged real property and to dispatch on 11/29/2022, the sheriff officers to kill Petitioner; hence, the lower Courts ignored and denied following Courts' precedents on the issues of 11 U.S.C. § 524(a) and 11 U.S.C. § 1326(c) and Fed. R. Bankr. P. 9011 and Rule 3001(c) and O.R.C. § 2329.02 and O.R.C. § 2329.191(B)(7) and O.R.C. § 2329 and O.R.C. § 2329.191 and denied following *In re Helligrath*, 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 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); *McClung v. McClung*, 2004-Ohio-240; *In re Davis*, 539 B.R. 334, 341 (Bankr. S.D. Ohio 2015); *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995); *In re Bonnie Sue Ostrander* Case No. 11-33801; *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; *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); *Cedar Point Nursery v Hassid*; *CitiMortgage, Inc. v. Wiley*, 2016-Ohio-5902; *Dodd v. United States*, 545 U.S. 353, 357, 125 S. Ct. 2478, 2482 (2005); and ignored Petitioner's Bankruptcy Official Schedule Form 108; and ignored CitiMortgage, Inc.'s July 10, 2019, "unsecured" Proof of Claim 6-1; and ignored that CitiMortgage, Inc., was not scheduled as a creditor of Petitioner in Bankruptcy Case No. 2:19-bk-52868; and ignored that CitiMortgage, Inc., admitted on 11/05/2018, in Franklin County, Ohio Court of Common Pleas in Foreclosure Case No. 2010-CV-09-13480 to have received "the satisfaction of payments on its mortgage lien" from Petitioner; and ignored the Ohio and U.S. Constitutions; and ignored existing American federal and state laws; and ignored 11 U.S.C. § 524(a) and 11 U.S.C. § 1326(c) and Fed. R. Bankr. P. 9011 and Rule 3001(c) 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 allowed CitiMortgage, Inc.'s July 15, 2020, invalid and unconstitutional and unlawful and fraudulent Supplemental Final Judicial Report; hence, Petitioner was denied and deprived of the equal protection under the law right and lacked any adequate remedy in the ordinary course of the law and suffered gross irreparable losses and injuries and hams and sufferings; thus, only the impartial justices of the U.S. Supreme Court should redress and vindicate Petitioner.

The Ohio and U.S. Constitutions and the whole of existing American federal and state laws 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 Rule 3001(c) were nullified and extinguished by the Bankruptcy Court and lower Courts; and were not available to Petitioner's defense; hence, Petitioner lacked any adequate remedy in the ordinary course of the law and lacked the equal protection under the law right, because an invalid and unconstitutional "Supplemental Final Judicial Report" being an issue of first impression in the lower Courts, which was used against Petitioner in the Foreclosure Case No. 2010-CV-09-13480, was allowed by the lower Courts; hence, it will assuredly and devastatingly affect the public and American homeowners and families in the event the justices of the U.S. Supreme Court do not timely and expeditiously and permanently block it right now in this instant Bankruptcy Case, at this highest and final

and impartial stage in this litigation; hence, the justices of the U.S. Supreme Court should find in favor of Petitioner that the Bankruptcy Court and lower Courts “LEFT” for the justices of the U.S. Supreme Court to timely and expeditiously and permanently block right now the unconstitutional and invalid “Supplemental Final Judicial Report,” which was never enacted by the Ohio Legislature or the U.S. Congress; and which is not provided and not authorized by the Ohio and U.S. Constitutions and the whole of existing American federal and state laws and O.R.C. § 2329 and O.R.C. § 2329.191(B)(7); thus, this instant Bankruptcy Case is the only vehicle for the justices of the U.S. Supreme Court to protect and shield the public and American homeowners and families from the devastating impact of the invalid and unconstitutional Supplemental Final Judicial Report and to protect Petitioner’s own life from being terminated by the sheriff officers.

It is well-established and settled by several Courts’ precedents that under Ohio law, whenever CitiMortgage, Inc., represented and certified to be an “unsecured” creditor and lacks a “perfected” certificate of judgment under O.R.C. § 2329.02 in Franklin County, Ohio Recorder’s Office and in the record of the Foreclosure Case No. 2010-CV-09-13480 for obtaining a lien against Petitioner’s wholly satisfied and paid off and unmortgaged real property that is issued and filed and recorded and perfected in the Franklin County, Ohio Recorder’s Office, as provided under O.R.C. § 2329.02 *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 D-2**); *Verba v. Ohio Cas. Ins. Co.*, 851 F.2d 811, 814 (6th Cir. 1988) (**Appendix D-9**); *In re Helligrath*, 569 B.R. 709, 713-14 (Bankr. S.D. Ohio 2017) (**Appendix D-7**); *In re Davis*, 539 B.R. 334, 341 (Bankr. S.D. Ohio 2015) (**Appendix D-10**); *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995) (**Appendix D-11**) and admitted and certified and represented on July 10, 2019, under Fed. R. Bankr. P. 9011 to lacking any enforceable Foreclosure Judgment against Petitioner and his real property in Petitioner’s Bankruptcy Case No. 2:19-bk-52868; and lacks an *in rem* Foreclosure Judgment upon the entry of Petitioner’s November 21, 2019, Bankruptcy Order of Discharge; and that CitiMortgage, Inc., admitted under Ohio Civ. R. 11 to have received payments in full from Petitioner on its mortgage loan; thus, CitiMortgage, Inc., is barred to confiscate Petitioner’s real property; and is further barred to using its invalid Supplemental Final Judicial Report to unconstitutionally and unlawfully damaging Petitioner; thus, Petitioner trusts the justices of the U.S. Supreme Court should declare unconstitutional the Supplemental Final Judicial Report and should expeditiously give back to Petitioner his real property under Rule 1001 prior to **January 31, 2024**.

Because in *Johnson v. Home State Bank*, 501 U.S. 78, 84 (1991) the justices of the U.S. Supreme Court did not establish under state laws a test of what constitute an action against the debtor *in rem*, which survives or pass through Bankruptcy; hence, this instant Bankruptcy Case is a vehicle for the justices of the U.S. Supreme Court to establish a precedent for a valid lien under state laws (in Ohio under O.R.C. § 2329.02) against Petitioner’s real estate that survives or passes through Bankruptcy. *In re Helligrath*, 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); *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995); *In re Bonnie Sue Ostrander* Case No. 11-33801; *McClung v. McClung*, 2004-Ohio-240; *In Re Mason P. Oglesby*, Case No.: 13-32362, Chapter 7 Adv. Pro. No. 13-3178. The Bankruptcy “fresh start” policy embodied in the Bankruptcy Code protects Petitioner against CitiMortgage, Inc.’s fraudulent and fabricated actions to collect *pre-petition* debts. See, e.g., *In re Zarro*, 268 B.R. 715 at 720 (Bankr. S.D.N.Y.2001). However, the discharge of debt under the Bankruptcy Code is limited enjoining CitiMortgage, Inc.’s collection of “**valid and scheduled**” debt that is the “personal liability of Petitioner.” See, 11 U.S.C. § 524(a). Accordingly, “**only and specifically**” valid liens under O.R.C. § 2329.02 against Petitioner’s real estate survive the 11/21/2019, Bankruptcy Order of Discharge; hence, Petitioner kindly invokes the inherent and impartial supervisory power of the justices of the U.S.

Supreme Court and demands the justices of the U.S. Supreme Court to impartially find and decide in favor of Petitioner that the lower Courts lacked the discretion to ignore following the United States Bankruptcy Court, Northern District of Ohio, Western Division's decision In *Re Mason P. Oglesby*, Case No.: 13-32362, Chapter 7 Adv. Pro. No. 13-3178 (**Appendix A-14**) as follows:

The docket provides that Defendant filed the foreclosure action against Plaintiff on March 6, 2012, and the action was stayed upon Plaintiff's bankruptcy filing in 2013. [Doc. # 6, Exhibit 1].

**Defendant has also provided the court with a Certificate of Judgment for Lien Upon Lands and Tenements, signed by the Huron County Clerk of Courts on August 3, 2011.** [Doc. # 6, Exhibit 2]. The court takes judicial notice of the state court foreclosure action docket1 and the Certificate of Judgment. *See* Fed. R. Bankr. P. 9017; Fed. R. Evid. 201(b)(2).

In order to effectuate the "fresh start" intended by the grant of a discharge in bankruptcy, Congress provided that a discharge "operates as an injunction against . . . 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)(2). "The discharge injunction is broad in scope and was intended to preclude virtually all actions to collect." *In re Lafferty*, 229 B.R. 707, 712 (Bankr. N.D. Ohio 1998). **Thus, § 524(a)(2) prevents the enforcement of personal liability, but it does not prevent the foreclosure of a valid and subsisting judgment lien that remains in default after a discharge is issued and the Chapter 7 case is closed.**

As set forth by the Supreme Court of the United States, "a bankruptcy discharge extinguishes only one mode of enforcing a claim - namely, an action against the debtor in personam - while leaving intact another - namely, **an action against the debtor in rem.**" *Johnson v. Home State Bank*, 501 U.S. 78, 84 (1991).

This instant Bankruptcy Case is the only vehicle for the justices of the U.S. Supreme Court to protect and shield the public and American homeowners and families and their rights to real property ownership and right to exclude, because isn't a devastating; heinous; villainous; atrocious; horrifying; corrupt and maliciously improper violation of U.S. Constitution when an unscheduled and unsecured and fraudster wholly paid on its mortgage lien creditor gets an *in rem* right that survives Bankruptcy in violation of state laws (in Ohio in violation of O.R.C. § 2329.02) and violation of 11 U.S.C. § 524(a) and Fed. R. Bankr. P. 9011? Based on *Johnson v. Home State Bank*, 501 U.S. 78, 84 (1991) shortfall, isn't the public great interest affected should the justices of the U.S. Supreme Court fails to establish a precedent under state laws for a test of an unsecured action *in rem*, which survives Bankruptcy using an invalid Supplemental Final Judicial Report? Didn't the lower Courts nullify and extinguish the decisions in *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995) and *Cedar Point Nursery v Hassid* and the Ohio and U.S. Constitutions and the whole of existing American federal and state laws and the right to real property ownership before the eyes of the current justices of the U.S. Supreme Court, because the Ohio and U.S. Constitutions and the whole of existing American federal and state laws, not limited to 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) were ignored and not enforced and not available for Petitioner's defense; hence, to date Petitioner lacks any adequate remedy in the ordinary course of the law, while suffering irreparable injuries and harms and losses.

The lower Courts ignored that in the Case No. 86-3803 in the United States Court of Appeals for the Sixth Circuit, the appellate Court 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 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)).

In *In re Helligrath*, 569 B.R. 709, 713-14 (Bankr. S.D. Ohio 2017), the Court held as follows: "Under Ohio law, a judgment, standing alone, does not give rise to a lien or security interest. *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)." In *McClung v. McClung*, 2004-Ohio-240, the Court specifically held as follows: "A lien that was perfected before the bankruptcy petition was filed is not affected by the bankruptcy." *In re Davis*, 539 B.R. 334, 341 (Bankr. S.D. Ohio 2015) the Court held as follows: "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." Observing and in compliance with *In re Helligrath*, 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); *In re Lynch* 187 B.R. 536 (Bankr. E.D. Ky. 1995); *In re Bonnie Sue Ostrander* Case No. 11-33801; *McClung v. McClung*, 2004-Ohio-240; hence, a valid mortgage lien is conditionally determined under state laws; hence, there is a shortfall in *Johnson v. Home State Bank*, 501 U.S. 78, 84 (1991) because the U.S. Supreme Court did not establish under state laws a test of what constitute an action against a debtor *in rem*, which survives or pass through Bankruptcy. In *Johnson v. Home State Bank*, 501 U.S. 78, 84 (1991) the U.S. Supreme Court did not reach to establish the state law conditions precedent of what constitute a valid mortgage lien or interest that survives or pass through Bankruptcy and simply held as follows:

To put this question in context, we must first say more about the nature of the mortgage interest that survives a Chapter 7 liquidation. A mortgage is an interest in real property that secures a creditor's right to "**repayment**". 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;... A defaulting debtor can protect himself from personal liability by obtaining a discharge in a Chapter 7 liquidation. See 11 U.S.C. § 727. However, such a discharge extinguishes *only* "the personal liability of the debtor." 11 U.S.C. § 524(a)(1). Codifying the rule of *Long v. Bullard*, 117 U.S. 617, 6 S.Ct. 917, 29 L.Ed. 1004 (1886), the Code provides that a creditor's right to foreclose on the mortgage [*conditionally under axiomatic state laws through a perfected certificate of judgment (in Ohio under O.R.C. 2329.02 in Franklin County, Recorder's Office first and finally filed with the Clerk of the trial Court)*]survives or passes through the bankruptcy. See 11 U.S.C. § 522(c)(2); *Owen v. Owen*, 500 U.S. 305, 308–309, 111 S.Ct. 1833, 1835–1836, 114 L.Ed.2d 350 (1991); *Farrey v. Sanderfoot*, 500 U.S. 291, 297, 111 S.Ct. 1825, 1829, 114 L.Ed.2d 337 (1991); H.R. Rep. No. 95-595, *supra*, at 361.

Under Fed. R. Bankr. P. 1001 and the inherent power of the U.S. Supreme Court; thus, Petitioner kindly asks the justices of the U.S. Supreme Court, and the Chief Justice of the U.S. Supreme Court John G. Roberts, Jr., and Associate Justice Brett M. Kavanaugh of the 6<sup>th</sup> Federal Judicial Circuit to

expeditiously give back to Petitioner his real property prior to **January 31, 2024**. In *Johnson v. Home State Bank*, 501 U.S. 78 (1991) (**Appendix C-7**), the U.S. Supreme Court did not state or establish that automatically void *ab initio* under 11 U.S.C. § 524(a)(1) at any time obtained judgments “can” be enforced again; hence, in this instant Case, using a Supplemental Final Judicial Report, the trial Court and CitiMortgage, Inc., enforced automatically void *ab initio* under § 524(a)(1) at any time obtained judgments against Petitioner in violation of Rule 9011, to kill Petitioner and to confiscate his wholly satisfied and paid off real property and to fracture Petitioner’s left arm; and did not establish a precedent holding that an invalid Supplemental Final Judicial Report can be used against Debtors to collect Debtors discharged personal liabilities. **In this instant Case, the U.S. Supreme Court should block the use of the clearly lawless and invalid and fraudulent and unconstitutional Supplemental Final Judicial Report.**

In America a homeownership is the American dream secured by the U.S. Constitution; and thus, cannot be improperly and unconstitutionally destroyed and extinguished by the lower Courts. Even if the lower Courts acts to procedurally prevent or abort this pending petition in this U.S. Supreme Court; hence, **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 kindly demands the justices of the U.S. Supreme Court to read the **Appendix F-4** for a more inclusive and comprehension of the origin this instant Case. Petitioner is in an imminent and immediate danger of death by the sheriff officers using void *ab initio* judgments based on the unconstitutional and invalid Supplemental Final Judicial Report; hence, under the whole of American 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 the lower Courts allowed it and denied blocking it and **left it for the justices of the U.S. Supreme Court to block it for being a first impression issue before this Court**.

Petitioner is fighting against the use of the invalid Supplemental Final Judicial Report against him and the extinguishment of American homeowners’ right to real property ownership; and fighting against the extinguishment of the Ohio and U.S. Constitutions and existing American federal and state laws; hence, the lower Courts are wrong because Petitioner is not a vexatious litigator, while the lower Courts jointly teamed up to hold Petitioner as a vexatious litigator. Because U.S. Chief Bankruptcy Judge John E. Hoffman, Jr., allowed CitiMortgage, Inc.’s use of its unconstitutional Supplemental Final Judicial Report against Petitioner; hence, Petitioner is in an imminent and immediate danger to be killed and silenced by the sheriff officers using void *ab initio* judgments based on the invalid Supplemental Final Judicial Report, without Petitioner’s U.S. constitutional due process and equal protection under the law rights; hence, the lower Courts left for the justices of the U.S. Supreme Court to permanently block the invalid Supplemental Final Judicial Report and to give back to Petitioner his real property prior to **January 31, 2024**.

The sheriff officers pursuing to kill an honest but unfortunate Petitioner is an excessive punishment and therefore prohibited by the Amendments for not being graduated and proportioned to wholly paying off his real property and for being granted his 11/21/2019, Bankruptcy Order of Discharge, which is not an offense. *Weems v. United States*, 217 U.S. 349, 367; *Trop v. Dulles*, 356 U. S. 86, 100-101; *Atkins v. Virginia* No. 00-8452, 536 U. S. 304 (2002). The parties are properly presenting the invalid and unconstitutional Supplemental Final Judicial Report before the eyes of the justices of the U.S. Supreme Court and request a precedent permanently blocking the unconstitutional Supplemental Final Judicial Report. The parties are calling to the attention of the justices of the U.S. Supreme Court and their inherent judicial power pointing to the Ohio and U.S. Constitution and the 5<sup>th</sup> and 8<sup>th</sup> and 14<sup>th</sup> Amendments to the U.S. Constitution and the Federal Preemption Doctrine of federal laws over state laws and the U.S.

Congress's act and intention under 11 U.S.C. § 524(a) and 11 U.S.C. § 727(a) and 11 U.S.C. § 362(k) and 11 U.S.C. § 105(a) and 11 U.S.C. § 1326(c) and Fed. R. Bankr. P. 9011 and Rule 3001(c) and not limited to the Ohio Legislature's act and intention in O.R.C. § 2329 and O.R.C. § 2329.191(B)(7) and O.R.C. § 2329.02 and O.R.C. § 2329.31 and O.R.C. § 5309.53, for consideration of Petitioner's defense and redress.

CitiMortgage, Inc., used a Supplemental Final Judicial Report against Petitioner to cause Petitioner's death and irreparable damages; hence, Petitioner is a fugitive and living in the jungle to save his life; hence, it is cruel and unusual in violation of the 5<sup>th</sup> and 8<sup>th</sup> Amendments to the U.S. Constitutions. The government's seeking to unconstitutionally kill Petitioner without a jury trial for wholly paying off his real property and for being granted a Bankruptcy Order of Discharge expeditiously necessitate the inherent power of the justices of the U.S. Supreme Court; hence, the writ should issue. The Court held in *Weems v. United States*, 217 U.S. 349, 367 and *Atkins v. Virginia* No. 00-8452 as follows: "A punishment is "excessive," and therefore prohibited by the Amendment, if it is not graduated and proportioned to the offense. E. g., *Weems v. United States*, 217 U.S. 349, 367. An excessiveness claim is judged by currently prevailing standards of decency. *Trop v. Dulles*, 356 U.S. 86, 100-101."

In Bankruptcy Case No. 2:19-bk-52868, Petitioner filed on 10/07/2022, his "Supplemental Addendum to Emergency and Unopposed Motion to Hold the Lower State Trial Court's Orders and Proceedings Void *Ab Initio* Under § 524 and Request for Fresh Start Under Rule 1001 and Request for an Expedited Hearing" (ECF. Doc. 275) (**Appendix C-14**). Petitioner alleged in his 10/07/2022, "Supplemental Addendum to Emergency and Unopposed Motion to Hold the Lower State Trial Court's Orders and Proceedings Void *Ab Initio* Under § 524 and Request for Fresh Start Under Rule 1001 and Request for an Expedited Hearing" (ECF. Doc. 275) (**Appendix C-14**) as follows:

The Chief Bankruptcy Judge John E. Hoffman, Jr., allowed the lower State trial Court to unlawfully act in a capacity of an appellate Court of this Bankruptcy Court, to vacate and extinguish the Bankruptcy Court's Injunction Orders of Discharge, while the Chief Bankruptcy Judge John E. Hoffman, Jr., acting corruptly and *under-color-of-law* extinguished the mandate under 11 U.S.C. § 524(a), to allow the first impression lower State trial Court to abolish the Bankruptcy purpose and process and the Bankruptcy Court's Orders, in order to cause the imminent death of the Debtor.

To urgently spare the Debtor's life, the Debtor vehemently implores this Bankruptcy Court to decide that after the Debtor paid off entirely his real property and after the January 21, 2016 (Exhibit 5) and the November 21, 2019 (Exhibit 4), Bankruptcy Court's Injunction Orders of Discharge were entered; hence, the lower State trial Court in the Foreclosure Case No. 2010-CV-09-13480 was barred to fraudulently and corruptly grant a difference from CitiMortgage, Inc., originally alleged amount of **\$98,452.56** and the July 06, 2022 (Exhibit 9) and the August 01, 2022 (Exhibit 10), amount of **\$222,800.85** that is in a violation of 11 U.S.C. § 524(a)(1). *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). citing 4 Collier on Bankruptcy ¶ 524.02[1] (Alan Resnick & Henry Sommer eds., 16th Ed.). The lower State trial Court lacked the jurisdiction and the judicial discretion to grant the discharged personal liability under 11 U.S.C. § 727 in the amount of **\$222,800.85** (Exhibit 9) and (Exhibit 10).

Petitioner invokes the equal protection under the law right. To ignore O.R.C. § 2329.02 and to improperly ignore existing American federal and state laws and to allow CitiMortgage, Inc.'s use of its

invalid Supplemental Final Judicial Report; hence, the lower Courts ignored that in the United States 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) as follows:

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.

The lower Courts ignored that in the Case No. 17-10081 in the United States Bankruptcy Court, S.D. Ohio, Western Division, the Bankruptcy Court held in *In re Helligrath*, 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.

The lower Courts improperly ignored that CitiMortgage, Inc., violated 11 U.S.C. § 524(a) and 11 U.S.C. § 1326(c) and Rule 9011; and ignored that CitiMortgage, Inc., used an invalid Supplemental Final Judicial Report to confiscate Petitioner's real property; while CitiMortgage, Inc., violated O.R.C. § 2329, to allow the Franklin County, Ohio 10<sup>th</sup> District Court of Appeals to wrongfully and erroneously enforce O.R.C. § 2329.31 and to hold against Petitioner as follows:

**{¶ 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***

Generally, in Bankruptcy proceedings, Courts have reiterated the “need for speed” in the Bankruptcy context by emphasizing how one of the chief purposes of the Bankruptcy law is to resolve cases promptly and efficiently. *Bullard v. Blue Hills Bank*, 135 S. Ct. 1686, 1694, 191 L. Ed. 2d 621, 628 (2015) (“[E]xpedition is always an important consideration in bankruptcy.”); Kenneth N. Klee & Whitman L. Holt, *Bankruptcy and the Supreme Court: 1801-2014* at 194 n.1394 & 341 (West Academic 2015) (citing and discussing authorities dating back to the 1800s in which the Supreme Court has highlighted the importance of speed in bankruptcy cases).

**(1)** Because CitiMortgage, Inc., never filed its Final Judicial Report under O.R.C. § 2329.191(b)(7); hence, O.R.C. § 2329.31 cannot be used against Petitioner; consequently, the justices of the U.S. Supreme Court should under Fed. R. Bankr. P. 1001 give back to Petitioner his real property, which is located at 2064 Worcester Court, Columbus, Ohio 43232 prior to **January 31, 2024**, as a matter of the law and the facts. **(2)** Because the confiscation of Petitioner's real property was not in conformity with O.R.C. § 2329; consequently, the justices of the U.S. Supreme Court should under Fed. R. Bankr. P. 1001 give back to

Petitioner his real property prior to January 31, 2024. **(3)** Because CitiMortgage, Inc.’s “unsecured” Proof of Claim 6-1 was wholly discharged and extinguished by Petitioner’s 11/21/2019, Bankruptcy Order of Discharge and by Petitioner’s ex-spouse Consolata Nkurunziza’s 01/21/2016, Bankruptcy Order of Discharge; hence, the justices of the U.S. Supreme Court should under Fed. R. Bankr. P. 1001 give back to Petitioner his real property prior to January 31, 2024. **(4)** Because on 11/05/2018, in Franklin County, Ohio Court of Common Pleas CitiMortgage, Inc., admitted having received “payments in full” from Petitioner on its mortgage loan after the filing of its September 14, 2010, Foreclosure Complaint; consequently, the justices of the U.S. Supreme Court should under Fed. R. Bankr. P. 1001 give back to Petitioner his real property prior to January 31, 2024. **(5)** Because CitiMortgage, Inc., used its invalid and unconstitutional and fraudulent Supplemental Final Judicial Report to unlawfully confiscate Petitioner’s real property; consequently, the justices of the U.S. Supreme Court should under Fed. R. Bankr. P. 1001 give back to Petitioner his real property prior to January 31, 2024. **(6)** Because CitiMortgage, Inc., lacks a perfected certificate of judgment against Petitioner’s real property in the Franklin County, Ohio Recorder’s Office under O.R.C. § 2329.02 to attach a lien against Petitioner real property; hence, the justices of the U.S. Supreme Court should under Fed. R. Bankr. P. 1001 give back to Petitioner his real property prior to January 31, 2024. **(7)** Because in its July 10, 2019, unsecured Proof of Claim 6-1 unsecured CitiMortgage, Inc., honestly and unquestionably and correctly represented under Fed. R. Bankr. P. 9011 to the Bankruptcy Court that unsecured CitiMortgage, Inc., is unsecured by proof and lacks any enforceable judgment against Petitioner and his real property; hence, the justices of the U.S. Supreme Court should under Fed. R. Bankr. P. 1001 give back to Petitioner his real property prior to January 31, 2024, as an unsecured creditor is barred to have any right or interest to foreclose or confiscate Petitioner’s real property. **(8)** Because upon the entry of Petitioner’s 11/21/2019, Bankruptcy Order of Discharge CitiMortgage, Inc., unquestionably was not granted a specifically *in rem* foreclosure judgment with a mention *in rem* on its face against Petitioner unmortgaged real property; hence, the justices of the U.S. Supreme Court should under Fed. R. Bankr. P. 1001 give back to Petitioner his real property prior to January 31, 2024. **(9)** Because Petitioner was granted his 11/21/2019, Bankruptcy Order of Discharge; thereafter, in violation of Petitioner’s Order of Discharge CitiMortgage, Inc., enforced automatically void *ab initio* under 11 U.S.C. § 524(a)(1) at any time obtained retroactively *pre-discharge* and *post-discharge in personam* judgments, which granted Petitioner’s discharged personal liabilities to collect more than \$222,800.85 that is much higher than the originally alleged amount of \$98,452.56 in its 09/14/2010, Foreclosure Complaint and 11/15/2018, Foreclosure Judgment on top of admitting to receiving “the wholly satisfaction of payments from Petitioner” on its mortgage lien after 09/14/2010; hence, the justices of the U.S. Supreme Court should under Fed. R. Bankr. P. 1001 give back to Petitioner his real property prior to January 31, 2024, as a matter of the law and the facts.

Petitioner kindly demands the justices of the U.S. Supreme Court to find and decide in favor of Petitioner that the lower Courts lacked the discretion to ignore that on 07/10/2019, CitiMortgage, Inc., was represented by highly skilled and competent and knowledgeable counsels; hence, unquestionably, CitiMortgage, Inc., filed an “unsecured” Proof of Claim 6-1, which pursuant to Fed. R. Bankr. P. 3001(c)(1) was unsecured and not supported by a 11/15/1018, Foreclosure Judgment or a writing and was not guaranteed by collateral or Petitioner’s real property (**Appendix B-16**). Under Fed. R. Bankr. P. 9011, on July 10, 2019, CitiMortgage, Inc., certified that, **“I have examined the information in this Proof of Claim 6-1 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 honestly and correctly admit and declare under penalty of perjury that I lack any enforceable 11/15/1018, Foreclosure Judgment against Petitioner and his real property]”** Executed on July 10, 2019, (**Appendix B-16**). The justices of the U.S. Supreme Court should block the sheriff officers from killing Petitioner under existing American federal and state laws; and should block the invalid Supplemental Final Judicial Report; and should give back to Petitioner

his real property under Rule 1001 prior to **January 31, 2024**; and should impartially and “exemplary” vindicate Petitioner’s sufferings and injuries and harms and losses. Petitioner relies on the U.S. Supreme Court’s decisions on contempt proceedings. The U.S. Supreme Court decided in *Taggart v. Lorenzen*, 2019 U.S. LEXIS 3890, (June 3, 2019) as follows:

The question presented here concerns the criteria for determining when a court may hold a creditor in civil contempt for attempting to collect a debt that a discharge order has immunized from collection... Our conclusion rests on a longstanding interpretive principle: When a statutory term is “obviously transplanted from another legal source,” it “brings the old soil with it.” *Hall v. Hall*, 584 U. S. \_\_\_, \_\_\_ (2018) (slip op., at 13) (quoting Frankfurter, Some Reflections on the Reading of Statutes, 47 Colum. L. Rev. 527, 537 (1947)); see *Field v. Mans*, 516 U. S. 59, 69–70 (1995) (applying that principle to the Bankruptcy Code). Here, the statutes specifying that a discharge order “operates as an injunction,” §524(a)(2), and that a court may issue any “order” or “judgment” that is “necessary or appropriate” to “carry out” other bankruptcy provisions, §105(a), bring with them the “old soil” that has long governed how courts enforce injunctions. That “old soil” includes the “potent weapon” of civil contempt. *Longshoremen v. Philadelphia Marine Trade Assn.*, 389 U. S. 64, 76 (1967).

**O.R.C. § 2329.02:** Judgment lien - certificate of judgment (**Appendix B-24**) provides in part that:

No such judgment or decree shall be a lien upon any lands,... until a **CERTIFICATE** under the hand and official seal of the clerk of the court in which the same is entered or of record,... **is [first] filed and NOTED IN THE OFFICE OF THE COUNTY RECORDER of the county in which the land is situated**, and a memorial of the same is entered upon the register of the last certificate of title to the land to be affected.

**O.R.C. § 5309.53:** Decree or order of court a lien upon registered land provides in part that:

No judgment or decree or order of a court shall be a lien upon or affect registered land, or any interest therein, until a certificate under the hand and official seal of the clerk of the court in which the case is entered, ... **is [first] filed and noted in the office of the COUNTY RECORDER...**

**O.R.C. § 5309.55:** Lien attaches in proceedings in execution and attachment provides in part that:

No lien shall attach to or be created upon any registered land by reason of such attachment, levy, or seizure, or other action... **until [first] the filing of such certificate with the RECORDER...**

It is undisputed that 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) (**Appendix B-21**); 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 CitiMortgage, Inc., “**were barred**” to unlawfully and unconstitutionally and fraudulently auctioning Petitioner’s wholly paid off real property under existing laws; thus, the U.S. Supreme Court should follow in *Home Fed. S. & L. Assn. of Niles v. Keck*, 2016-Ohio-651 (**Appendix C-4**) 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...**

Under Ohio law and existing American laws and worldwide in all nations, a Supplemental Final Judicial Report is not provided for being unlawful; hence, it is a patently and unambiguously Ohio Legislature' act and intention in O.R.C. § 2329.191(B)(7) (**Appendix B-22**) that the plain language of O.R.C. § 2329.191(B)(7) reiterates and confirms as follows:

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**

In order to cause the death of Petitioner, in this instant Case, the Franklin County, Ohio 10<sup>th</sup> 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 to patently and unambiguously allow the invalid Supplemental Final Judicial Report to affect Petitioner; thus, in the May 11, 2023, decision (**Appendix A-2**), the 10<sup>th</sup> 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 and *Dodd v. United States*, 545 U.S. 353, 357, 125 S. Ct. 2478, 2482 (2005) and *State ex rel. Mager v. State Teachers Retirement Sys. of Ohio*, 123 Ohio St.3d 195, 2009-Ohio4908, 915 N.E.2d 320 and *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); 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-10**) and its own precedent in *TPI Asset Mgt., L.L.C. v. Ealey*, 2015-Ohio-740 (**Appendix C-5**) 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.).

But 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 instant Case, CitiMortgage, Inc., submitted its invalid and lawless and unconstitutional and unlawful Supplemental Final Judicial Report; hence, in this instant Case a 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-6**) 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... a final judicial report.” O.R.C. § 2329.191(B).

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 prior to the trial Court's entry of the November 15, 2018, Foreclosure Judgment in a violation of 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. Without a Final Judicial Report under O.R.C. § 2329.191(B)(7) and without a perfected certificate of judgment under O.R.C. § 2329.09; hence, CitiMortgage, Inc., was barred to foreclose and confiscate Petitioner's home. The lower Courts lacked the discretion to allow the Supplemental Final Judicial Report “contrary” to *CitiMortgage, Inc. v. Wiley*, 2016-Ohio-5902 (**Appendix C-2**), in which the Order of Discharge was mentioned in a judicial report; thus, the U.S. Supreme Court should question why not in this instant Case, First American Financial Title Insurance Company concealed the Bankruptcy records in the invalid July 15, 2020, Supplemental Final Judicial Report to dispatch on 11/29/2022, five heavily armed sheriff officers to unconstitutionally *per se* taking Petitioner's home against his wish and to kill Petitioner; hence, the U.S. Supreme Court should award to Petitioner an amount in excess of \$150,000,000 against First American Financial Title Insurance Company. In this instant Case, following the 10<sup>th</sup> District Court of Appeals in *CitiMortgage, Inc. v. Wiley*, 2016-Ohio-5902, the justices of the U.S. Supreme Court should find 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, in *CitiMortgage, Inc. v. Wiley*, 2016-Ohio-5902, First American Financial Title Insurance Company made the judicial report, which listed a Bankruptcy Order of Discharge as the 10<sup>th</sup> District Court of Appeals held in *CitiMortgage, Inc. v. Wiley*, 2016-Ohio-5902 that:

**{¶ 6}** On April 21, 2014,... 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), ... However, **Schedule B to the Preliminary Judicial Report lists a Bankruptcy Discharge** for Davies on May 21, 2013,...

After the discharge, the Bankruptcy Court denied enforcing O.R.C. § 2329.02 and O.R.C. § 2329.191(B)(7) and Fed. R. Bankr. P. 9011 and Rule 3001(c)(2)(D)(i) and (ii) against CitiMortgage, Inc., and allowed CitiMortgage, Inc., to use its invalid Supplemental Final Judicial Report against Petitioner to get *post-discharge* judgment that imposed personal liability on Petitioner; thereafter, CitiMortgage, Inc., prepared the *in personam post-discharge* Confirmation of Sale Orders and was granted the July 06, 2022, **(Appendix B-19)** and the August 01, 2022, **(Appendix B-20)** Confirmation of Sale Orders in an amount in excess of \$222,800.85 in violation of 11 U.S.C. § 524(a), which is higher than \$98,452.56. The U.S. Supreme Court's precedents hold that Petitioner's right to exclude is "a fundamental element of his property right." *Kaiser Aetna v. United States*, 444 U. S. 164, 179–180. The U.S. Supreme Court's precedents have thus treated government-authorized physical invasion of Petitioner's home as a *per-se* taking requiring just compensation.

Thereafter, in the April 14, 2022, Bankruptcy Court Order on (A) Debtor's Motion for Summary Judgment Against CitiMortgage, Inc., on all of its Claims (ECF Doc. 243) **(Appendix A-8)**, in the May 01, 2019, Bankruptcy Case No. 2:19-bk-52868, the Bankruptcy Court lacked the discretion to ignore that Petitioner alleged that after the May 01, 2019, automatic stay was lifted; thus, CitiMortgage, Inc., sought its July 15, 2020, invalid Supplemental Final Judicial Report to harm Petitioner; hence, the Bankruptcy Court lacked the discretion to ignore that CitiMortgage, Inc.'s Supplemental Final Judicial Report was aborting and blocking Petitioner's Bankruptcy relief for a fresh start. Because in the Foreclosure Case No. 2010-CV-09-13480, CitiMortgage, Inc., never filed a Final Judicial Report under O.R.C. § 2329.191(B)(7); hence, in its April 14, 2022, Bankruptcy Court Order, the Bankruptcy Court lacked the discretion to wrongfully holding as follows:

Third, Mr. Nyamusevya suggests that CitiMortgage, Inc., violated the automatic stay through the filing of a **Final Judicial Report** because it did not state that Mr. Nyamusevya had received a bankruptcy discharge. Summ. J. Mot. at 20 ("**Attorney Carson Rothfuss filed the Supplemental Final Judicial Report (ECF Doc. 235)** in the Foreclosure Case No. 2010-CV-09-13480 on July 15, 2020, and abusively and fraudulently and dishonestly and maliciously in bad faith represented that the Debtor was not granted a Bankruptcy Court's Order of Discharge, because Attorney Carson Rothfuss did not want the impact of this Bankruptcy Case on the Foreclosure Case No. 2010-CV-09-13480 in the Franklin County, Ohio Court of Common Pleas."). The filing of the **Final Judicial Report** does not constitute a violation of the automatic stay by CitiMortgage, Inc., for three reasons. The **Final Judicial Report** was not issued by CitiMortgage, Inc., but rather was issued by First American Financial Title Insurance Company. And the purpose of a **Final Judicial Report** is not to collect from the debtor; instead "the purpose of a **Final Judicial Report** in a foreclosure action is...

The United States Court of Appeals for the Sixth Circuit decided in *Hamilton v. Herr (In re Hamilton)*, 540 F.3d 367, 372 (6th Cir. 2008) 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:... 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."... 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... 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*).

In violation of O.R.C. § 3953.32 and O.R.C. § 2329 and the Ohio and U.S. Constitutions and existing American federal and state laws, First American Financial Title Insurance Company provided to CitiMortgage, Inc., its invalid Supplemental Final Judicial Report to erase and extinguish all the U.S. Supreme Court's precedents on right to real property ownership and to become a damaging and conflicting law of the land in America to unconstitutionally and unlawfully appropriating real properties; hence, Petitioner will seek a monetary award in excess of \$150,000,000 against First American Financial Title Insurance Company and will seek a monetary award in excess of \$150,000,000 against Padgett Law Group. Ohio Revised Code Section 3953.32 (**Appendix D-6**): 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.

In this instant Case, the Bankruptcy Court denied enforcing 11 U.S.C. § 524(a) and 11 U.S.C. § 1326(c) and 11 U.S.C. § 362(k) and 11 U.S.C. § 105(a) and Rule 9011 and O.R.C. § 2329.191 and O.R.C. § 2329.191(B)(7) and O.R.C. § 2329.02 to unlawfully and improperly allowing on May 11, 2023, the

Franklin County, Ohio 10<sup>th</sup> District Court of Appeals to decide an important federal question (**Appendix A-2**) 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 its own precedent 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 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)(1) and (a)(2) in favor of Petitioner in this instant Case where Citmortgage, Inc., violated the 5<sup>th</sup> and 8<sup>th</sup> and 14<sup>th</sup> Amendments to the U.S. Constitution.

Respondents allowed Citmortgage, Inc., to use its Supplemental Final Judicial Report to affect Petitioner and to extinguish and nullify Petitioner's rights to exclude and right to private property ownership on November 29, 2022. 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 Citmortgage, Inc., on November 29, 2022, to unconstitutionally and fraudulently and maliciously in bad faith and unlawfully and wrongfully confiscating and permanently depriving Petitioner's wholly paid off entirely home, using its 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 the U.S. Supremacy Clause; thus, the government and

CitiMortgage, Inc., unconstitutionally and unlawfully *per se* took and appropriated and acquired Petitioner's home without just compensation. The parties are properly before the justices of the U.S. Supreme Court to represent that CitiMortgage, Inc., thought it outsmarted the U.S. Supreme Court by using an invalid and unconstitutional and unauthorized July 15, 2020, Supplemental Final Judicial Report (**Appendix B-27**) in a violation of § 524(a)(1) and (a)(2) and Rule 9011 and O.R.C. § 2329.191(B)(7) and O.R.C. § 2329.02 and Loc. R. 96 of the Franklin County, Ohio Court of Common Pleas; thus, CitiMortgage, Inc., and the Padgett Law Group and its attorneys prepared and were granted an 08/01/2022, (**Appendix B-20**), *in personam* Confirmation of Sale Order against Petitioner in excess of \$222,800.85, which is much higher than \$98,452.56. Furthermore, in a violation of § 524(a)(1) and (a)(2), 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 B-19**), *in personam* Confirmation of Sale Order against Petitioner in excess of \$222,800.85, which is much higher than \$98,452.56.

On November 29, 2022, five heavily armed sheriff officers forcibly stormed and broke into and entered Petitioner's wholly satisfied private residential 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 Petitioner's wholly satisfied and paid off real property; 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-4**); consequently, Petitioner was permanently damaged and rendered destitute; consequently, Petitioner has no income for being confined to live in the wooded jungle, as Petitioner became an unfortunate and destitute homeless. Petitioner relies on the U.S. Supreme Court's decision on *Taggart v. Lorenzen*, 2019 U.S. LEXIS 3890, (June 3, 2019).

In this instant Case, the lower Courts should have followed other Courts' precedents and in *McClung v. McClung*, 10th Dist. Franklin No. 03AP-156, 2004-Ohio-240, ¶ 12, citing 11 U.S.C. 524(a) to specifically and correctly decide that Petitioner's 11/21/2019, discharge CitiMortgage, Inc.'s unsecured Proof of Claim 6-1 and automatically voided *ab initio* under 11 U.S.C. 524(a) the *pre-discharge* in *personam* 11/15/2018, Foreclosure Judgment (**Appendix B-1**) and the *post-discharge* in *personam* 08/01/2022, (**Appendix B-20**) and the *post-discharge* in *personam* 07/06/2022, (**Appendix B-19**) Confirmation of Sale Orders at any time obtained, to the extent that those judgments were a determination of Petitioner's discharged personal liabilities under section 727.

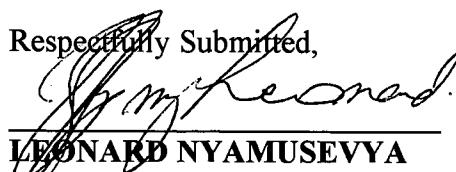
## INDEX OF APPENDICES

See attached **Appendix G** Index of Appendices

## CONCLUSION

This writ of certiorari should issue. To declare the invalid Supplemental Final Judicial Report unconstitutional and to permanently block it from affecting the American public and homeowners and families' rights to home ownership and to block the sheriff officers from unconstitutionally killing Petitioner for wholly paying off his real property and for being granted his 11/21/2019, Bankruptcy Injunction Order of Discharge and to uphold the U.S. Constitution and the public interest in the impartiality and integrity of the American federal and state judicial systems and to give back to Petitioner his real property and to provide Petitioner's U.S. constitutional due process and the equal protection under the law rights and to settle the conflict in lower Courts on the same issue of enforcing 11 U.S.C. § 524(a) and O.R.C. § 2329.02 and to vindicate Petitioner's sufferings; hence, this petition should be granted.

Respectfully Submitted,



**LEONARD NYAMUSEVYA**

Petitioner *pro se*

P.O. Box 314

Reynoldsburg, Ohio 43068

(614) 323-5898

*nyaleo@hotmail.com*

**CERTIFICATE FOR SERVICE**

I hereby certify that on the **16<sup>th</sup> day of January 2024**, I served a true and accurate copy of this petition document and all attachments and the Motion to Proceed in Forma Pauperis on the following by emails listed with the Court and by regular U.S. Mail, postage prepaid at:

**Chief U.S. Bankruptcy Judge John E. Hoffman, jr.**

U. S. Bankruptcy Court, Southern District of Ohio, Eastern Division

170 North High Street

Columbus, Ohio 43215

Respondent

*offman282@ohsb.uscourts.gov*

**Kara A. Czanik**

255 East Fifth Street, Suite 1900

Cincinnati, Ohio 45202

Respondent

*kara.czanik@dinsmore.com*

**Ellen L. Fornash, esq.**

**Jacqueline M. Wirtz, esq.**

**Bethany L. Suttinger, esq**

Padgett Law Group

8087 Washington Village Drive, Ste 220,

Dayton, Ohio 45458

Respondent

*OHAttorney@padgettlawgroup.com*

*seth.greenhill@padgettlawgroup.com*

**Padgett Law Group**

6267 Old Water Oak Road, Suite 203

Tallahassee, FL 32312

Respondent

*seth.greenhill@padgettlawgroup.com*

No other parties are affected by this petition.

**Chief U.S. District Judge Edmund A. Sargus, Jr.**

85 Marconi Boulevard

Columbus, Ohio 43215

Respondent

**CitiMortgage, Inc.,**

1000 Technology Drive

O'Fallon, MO 63368

Respondent

*kara.czanik@dinsmore.com*

**First American Title Insurance Company**

Lead Attorney Alexander E. Goetsch, esq.

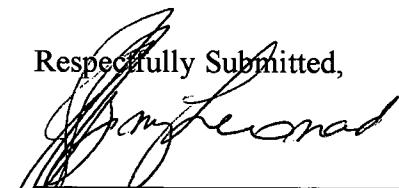
1 First American Way

Santa Ana, California 92707

Respondent

*agoetsch@sikoralaw.com*

Respectfully Submitted,



**LEONARD NYAMUSEVYA**

Petitioner *pro se*

P.O. Box 314

Reynoldsburg, Ohio 43068

*nyaleo@hotmail.com*