NO. 23A303

23-6633

ORIGINAL

IN THE

SUPREME COURT OF THE UNITED STATES

Daryl Anthony Green

Petitioner

v.

Prince George's County Office of Child Support, et al.

Respondant

ON PETITION FOR WRIT OF CERTIORARI FROM THE

FOURTH CIRCUIT COURT OF APPEALS

PETITION FOR WRIT OF CERTIORARI

Daryl A. Green
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301-785-4367
Green.Daryl@Comcast.Net
Appellant (Pro/Se)

Oral Arguments Requested

QUESTIONS PRESENTED

Did Mr. Green have the right to appeal the entire case and all previously unheard issues raised in the lower courts once the bankruptcy matter was dismissed?

Did the Bankruptcy Court violate the Fourteenth Amendment's due process clause and fundamental fairness when it dismissed the bankruptcy matter in its entirety eighteen months *after* it was ordered by the District Court to conduct further proceedings for real estate fraud then refused to abide by that order causing Mr. Green catastrophic loss of his family home through theft and fraud?

Do the lower courts violate Due Process Clause of the Fourteenth Amendment by denying the right to a jury trial on the merits when a jury trial was properly demanded before allowing and assisting the banks to use fraudulent documents to take real property?

Is it misconduct for a judge to ignore an order from a higher court? If so, what then is the penalty for such misconduct?

Does an Article One tribunal violate jurisdiction and its U.S. Constitutional authority when it issues *final* orders in a non-core (*Stern*) bankruptcy matter without the consent of the parties as opposed to proposed orders for final disposition from the District Court?

Was it proper and/or lawful to have dismissed the entire bankruptcy matter for child support when there was a challenge to that same child support with colorable claims still pending? Does this violate due process?

Did the District Court have jurisdiction to rule upon an "appeal" from the Bankruptcy Court in June of 2022, when it had already "dismissed" the same appeal in March of 2022?

Did the District Court err when it disallowed and/or blocked the appeals for Bankruptcy matters 21-17359 and 22-1755-LSS, thereby blocking Mr. Green's access to the courts and appeal process?

Did the District Court err when it barred Mr. Green from the federal court system and issued fines as sanctions without allowing him to brief in an appeal? Did Mr. Green have the right to appeal the entire Bankruptcy matter after its dismissal?

PARTIES TO THE PROCEEDINGS

PETITIONER, Daryl A. Green, an individual natural person, citizen of the United States and the state of Maryland, is acting pro se, and is not an attorney. Mr. Green was a debtor in the Federal Bankruptcy Court in Greenbelt, Maryland and appellant in the Federal District Court, as well as appellant in the Fourth Circuit Court of Appeals.

RESPONDENT, SHELLPOINT et al, was the claimant in the Federal Bankruptcy Court and Appellee in the Federal District Court and the Fourth Circuit Court of appeals.

RESPONDENT, Prince George's County Office of Child Support, was the claimant in the Federal Bankruptcy Court and Appellee in the Federal District Court and the Fourth Circuit Court of appeals.

RESPONDENT, Timothy Branigan, was the Chapter 13 Trustee in the Federal Bankruptcy Court and Appellee in the Federal District Court and the Fourth Circuit Court of appeals.

CORPORATE DISCLOSURE STATEMENT

Pursuant to U.S. Supreme Court Rule 29.6, Petitioner Daryl Green is an individual with no corporate affiliations.

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CITATIONS OF OPINIONS AND ORDERS

I. The judgment of The Federal Bankruptcy Court, Greenbelt, Maryland was entered on September 21, 2021, dismissing the full bankruptcy matter (No:. 19-13565) Case Docket #285 (Appendix #1).

II. The opinion of The Federal District Court of Maryland on the order to show cause and subsequent dismissal of appeal (No.: 8:21-cv-02441) was entered on February 15, 2022. Case Docket #13 (Appendix #2).

III. The opinion of The Federal District Court of Maryland on the order of dismissal of appeal (No.: 8:21-cv-02441) was entered on June 16, 2022. Case Docket #17 (Appendix #3).

IV. The informal letter (order) of The Federal District Court of Maryland on the order to show cause failure to appear/respond and subsequent dismissal of appeal (No.: 8:21-cv-02441) was entered on March 23, 2022. Case Docket #14 (Appendix #4).

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VI. The judgment of The Federal Court of Appeals for the Fourth Circuit, District of Maryland on appeal No.: 22-1705 was entered on April 24, 2023. Docket #24 (Appendix #6).

VII. The judgment of The Federal Court of Appeals for the Fourth Circuit, District of Maryland on granting the Petition for Rehearing on appeal No.: 22-1705 was entered on June 12, 2023. Docket #25 (Appendix #7).

VIII. The judgment of The Federal Court of Appeals for the Fourth Circuit, District of Maryland, denying the Rehearing on appeal No.: 22-1705 was entered on June 26, 2023. Docket #26 (Appendix #8).

IX. Mandate of The Federal Court of Appeals for the Fourth Circuit, District of Maryland, concerning appeal No.: 22-1705 was entered on July 5, 2023. Docket #27 (Appendix #9).

X. Motion/Line to the Fourth Circuit Court of Appeals dated February 21, 2023, requesting the court to docket two noted appeals **21-17359-LSS and 22-1755-LSS. 22-1755-LSS** was involuntary Chapter 11 filing apparently filed by another of Mr. Green's creditors without his knowledge. This involuntary bankruptcy petition was not filed by Mr. Green. These appeals were blocked by the clerks of the District Court and the Fourth Circuit and were never docketed, thereby denying rights of appeal outright. (Appendix #10).

STATEMENT OF JURISDICTION

This Court's jurisdiction is invoked under 28 U.S.C. §§1257(a) and 2101(c). This petition was timely filed within ninety days after the judgment on the Petition for Rehearing.

Pursuant to U.S. Supreme Court Rules 14.1(e)(v) and 29.4(c), this petition draws into question the constitutionality of the process not the constitutionality of a state statute unless the statutes define the

process. Rule 29.4(c) does not appear to apply. However, as 28 U.S.C. § 2403(b) may apply and a copy of the petition has been served on the State Attorney General.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

Pertinent constitutional and statutory provisions are set forth in the table of contents section to this petition.

STATEMENT OF THE CASE AND FACTUAL BACKGROUND

Introduction

1. Mr. Green comes appeals to this court as a pro se litigant who has been wronged by the lower courts in this matter. The lower courts committed multiple errors and constitutional violations throughout this case. As a pro se petitioner and first time, litigant addressing the U.S. Supreme Court, I am performing at my level best to write a coherent certiorari petition in a desperate attempt to save my family home from the illegal dispossession that has occurred. It is my sincere wish that this court will consider this while it evaluates this case, and I ask that you please take on this matter as it has catastrophic implications for family directly and national implications for all other families in the overall real estate market. It is evident that real estate and title fraud is alive and well in America, especially in the troubled mortgage backed securities sector. Citizens homes are being literally stolen by banks and REMIC trust entities by simply recording an "Assignment" and/or forged deeds in county recorders offices nationwide.

2. Mr. Green's family home was literally stolen through outright provable real estate fraud. Despite overwhelming evidence of my sole home ownership, I was denied hearings, trials, discovery, and due process in general for years until my home was eventually sold and I was evicted. This case is ultimately about the illegal dispossession of Mr. Green's wholly owned residential family home through real estate fraud and mortgage backed securities fraud. There is an underlying issue of child support while in bankruptcy as the child support was used to dismiss the entire bankruptcy matter, thereby removing the

automatic stay protection and ultimately led to the illegal dispossession and eviction of Mr. Green's family home without a trial or hearing despite such further real estate fraud proceedings being specifically ordered to occur by the District Court in June of 2020 in previous related appeals. See combined appeals No.: 19-CV-03349-TDC and TDC-19-CV-2270. See (Appendix #14) partial transcript of Judge Chuang's order.

3. This court should take judicial notice of the fact that the underlying child support issue became moot after dismissal. The subject child reached the age of eighteen (18) on 1-31-2023 and the issue of post-petition child support payments is now moot as there is no more child support monthly payments accruing. Further, the ex-wife did not authorize, sanction nor cooperated with the proof of claim filed by the PGOCS. The ex-wife was never contacted by the PGOCS and states that had she known about it she would have opposed the PGOCS claim. Additionally, the now adult subject child does not want or need the child support and has asked for the support order to be terminated in its entirety. As the court opined in *Blessing v Freestone*, child support is not an entitlement and does not confer an individual right to the custodial parent. The Title IV-D services provided by the state must look to the aggregate services provided by the state, not to whether the needs of any particular person have been satisfied.

4. The parties have resolved to create a private agreement in lieu of child support to satisfy their moral obligations, removing the state from the equation, thereby removing any state interest. Without the underlying post-petition child support, the underlying rationale of dismissal is moot and reinstatement of the bankruptcy matter to conduct the ordered but ignored proceedings for real estate fraud is legal and appropriate. A trial was ordered and Mr. Green should have received that trial. It was error for that to not have occurred as ordered in the Bankruptcy Court.

5. Mr. Green filed for bankruptcy in an attempt to protect his home in which he owned outright since March 2012, from a fraudulent foreclosure action. The Prince George's County Office of Child Support

("PGOCS") filed a proof of claim against the bankruptcy estate and Mr. Green challenged this claim through objections and adversary complaints with jury trial demands. Shellpoint et al, filed a proof of claim (claiming to have purchased a blank endorsed mortgage note from Wells Fargo 2019) and Mr. Green also challenged this claim first with objections and then with adversary complaints which also demanded trials by jury. The bankruptcy case was dismissed on 9-20-2021, for failure to pay post petition child support payments. Payments and claims that were being actively challenged as to the payment amount, and amount owed among several material miscalculations outside of the required guidelines. Mr. Green did not expect for child support to be discharged through bankruptcy he knows that is impermissible. In fact, Mr. Green would have rather left the child support out of the bankruptcy equation, however the PGOCS filed a proof of claim, thus giving Mr. Green the right to challenge that claim in the bankruptcy matter. Adversary complaints were still pending when the bankruptcy case was dismissed.

A brief history of the initial home purchase and resulting fraudulent activities.

6. This case began as 2019 bankruptcy action that is based on an absolute fraudulent foreclosure action, sale, and eventual eviction from petitioners provably, wholly owned residential home. It is one massive fraud of an on-going nature. In January 2007, Mr. Green purchased a home for $565,000.00 with a loan from First Mariner Bank. Which included a $110,000.00 construction (first) loan for an extension of the home and $455,000.00 loan for the existing home structure. In January 2007, Mr. Green attempted to refinance the home with American Home Mortgage. However, the day before that settlement, the housing bubble burst, American Home Mortgage filed for bankruptcy and either refused or was unable to fund the loan. In a panic, the loan officer quit his job at American Home Mortgage and signed up with C&F Mortgage to save the deal and go to settlement all within that same week. Mr. Green had already informed his rental property he was not renewing his lease and was stuck without a home to move into with his family including his four daughters who were all minors at that time. This process and settlement were a mess to say the least. C&F Mortgage was under investigation (unbeknownst to me) by the DOJ for

predatory lending and racially discriminatory lending practices. C&F Mortgage refused to do a "conventional" loan because of the construction loan from First Mariner Bank. This was the genesis of the rushed predatory loan from C&F. C&F decided to split the loan between two mortgage notes and two deeds of trust with Wells Fargo as the "servicer." The first (non-conforming) note (This first note *is not* in dispute) was a balloon note with a twenty (20) year term for the construction aspect of the deal for $159,000. Then a second "conforming" note for $417,000 (the subject note) for a total of $576,000 due at settlement each with astronomical interest rates for that time period. First Mariner Bank paid C&F Mortgage the $565,000.00 at settlement. Thus, the disputed ($417K) note was not in first position. Mr. Green also owned the $159K (undisputed first) note, rendering the foreclosure action null and void, as you cannot foreclose upon a "second" note without paying the owner of the first note which is also Mr. Green.

7. Now doing the math, $159K plus $417K equals $576K.....not $565K. There was an $11,000.00 overpayment but Mr. Green did not recognize it at settlement time. I was anxious to get the family into a home and it did not dawn on me to add up the figures at that time. I trusted C&F to do correct math and to treat me honestly. They did not! The $11k overpayment was not paid to me at settlement nor was it ever paid to me even to this day.

A question is what happened to the $11K over payment received by C&F Mortgage.

8. The answers are that C&F Mortgage embezzled the difference and "pocketed" the money. C&F Mortgage never informed me of the DoJ class-action lawsuit filed against them, and failed to include me as a class member, despite the ongoing litigation and investigation. In any event, Mr. Green satisfied the loans with C&F Mortgage in March 2012. C&F Mortgage certified the lien satisfactions in a written letter to Mr. Green stating that both mortgages were satisfied and fully released. C&F Mortgage marked the

original mortgage notes "cancelled" and sent the original note papers back to Mr. Green. During the course of ongoing litigation, Mr. Green contacted C&F Mortgage ten (10) years later. As it happens, the same person Kevin McCann, CFO) who sent the March 2012 lien satisfaction letter and original cancelled notes to Mr. Green, was still working there. Upon request, Mr. McCann researched his files, and concluded that yes, Mr. Green's loans were fully satisfied and then proceeded to execute a certificate of lien satisfaction dated January 2022, then personally recorded this document himself in the Prince George's County recorder's office. Had Mr. Green been allowed to have his day in court as ordered, he would have been able to produce his evidence and prove his sole home ownership. However, he was deliberately not allowed, violating his civil rights, and bringing these matters to this U.S. Supreme Court.

Jurisdiction for the lower courts to act

Did the Bankruptcy Court act without Constitutional Authority to issue final orders in a non-core *Stern* case?

9. The objections to claims and adversary complaints in the 2019 bankruptcy matter were non-core according to the U.S. Supreme Courts prior rulings on this issue. Throughout this case, Mr. Green has asserted that his objections and adversary complaints were *non-core actions*. Mr. Geen further provided the courts with his written *non-consent* to the bankruptcy court as to the issuance of final orders in the *non-core* matters. Without reason or opinion, the bankruptcy court incessantly issued *final* orders as opposed to proposed orders to be finalized by the District Court. Mr. Green objected each tine through several interlocutory appeals to the District Court claiming that the Bankruptcy Court did not have jurisdiction to rule *finally*, and lacked the constitutional authority to do so. All of those interlocutory appeals were heard by District Court Judge Chuang.

10. The issues raised in those filings were in fact *non-core* and Mr. Green had the right to trial by jury. See *Granfinanciera, S.A. v. Nordberg, 492U.S. 33 (1989)* in which the Supreme Court held *that a party*

had a Seventh Amendment right to a jury trial. See also *Stern v Marshall* where the Supreme court held that, although an Article I bankruptcy court was statutorily authorized by *28 U.S.C. § 157(b)(2)(C)* to issue a final judgment on a counterclaim asserted by a debtor to a proof of claim (i.e., a "core" matter under the Bankruptcy Code), it lacked constitutional authority to do so, where the counterclaim at issue "***did not stem from the bankruptcy itself or would necessarily be resolved in the claims allowance process.***" Rather, in those instances, final judgments on such state law claims ***must be decided by either the district court or state court***.

11. Mr. Green's claims and counter-claims (the objections and adversary complaints) "***did not stem from the bankruptcy itself.***" At the time of the 2019 bankruptcy filing, as well as at the time of dismissal, there were pending litigation actions in the state court with respect to child support and the subject home alleging the same issues as Mr. Green's adversary complaints in this matter. Because these claims were pending in the state court prior to bankruptcy, the same claims during bankruptcy "***did not stem from the bankruptcy itself***" and according to *Stern*, Mr. Green's claims were legally ***non-core*** in status. Thus, the denial of a jury trial as legally and properly demanded by Mr. Green as well as the bankruptcy court's actions of entering *final* decisions in these matters, where Mr. Green specifically stated to the bankruptcy court that he *did not* consent to such actions, were all clearly erroneous.

12. In *Stern v Marshall*, the Supreme Court rejected the argument that because a proof of claim was filed, the bankruptcy court had the authority to enter a final judgment under the *Katchen v. Landy* and *Langenkamp v. Culp* cases. **The court reasoned that the decision to file a proof of claim by a creditor does not change the character of a debtor's counterclaim**. The Supreme Court was careful to stress that its holding was a "narrow one" and limited to the specific question of the bankruptcy court's authority to issue a "final judgment on a state law counterclaim that is not resolved in the process of ruling on a creditor's proof of claim." The Supreme Court's *Stern v. Marshall* decision dictates that a

party has an absolute constitutional right to have certain matters heard by an *Article III* judge and that effectively "trumped" any waiver or *consent* to bankruptcy court jurisdiction resulting from the creditor having filed a proof of claim. To take this a step further, the constitutional right to a jury trial for actions for money judgments in excess of $20 as guaranteed by the *Seventh Amendment* should not be thwarted by the mere filing of a proof of claim. That constitutional right exists even if a proof of claim was filed based upon the reasoning in the *Stern v. Marshall* decision. In this specific case, Mr. Green undeniably demanded a jury trial but was improperly denied that right.

13. On May 26, 2015, the U.S. Supreme Court issued its ruling in the *Wellness International Network, Ltd., et al. v. Sharif case.* Specifically, the Court in *Wellness* strengthened the scope of bankruptcy court authority by ruling that a bankruptcy judge may hear and finally determine so-called "*Stern* claims" — claims that bankruptcy judges are constitutionally prohibited from finally determining despite specific statutory authorization to do so — ***as long as the parties to the proceeding knowingly and voluntarily consent.*** In this specific case, Mr. Green undeniably, expressly, and in writing *did not* consent to the bankruptcy court issuing any *final* rulings in this matter. Despite this, the bankruptcy did so any committing reversible error and deliberately violating Mr. Green's civil rights in the process.

14. ***Non-core matters***, on the other hand, are those that could exist outside of bankruptcy but that nonetheless have some effect on the bankruptcy. *A common example is* ***a debtor who has a state law claim (as Mr. Green does in this specific case) against a creditor*** *or some other party for breach of contract, or a claim by a litigation trust against former officers and directors for breach of fiduciary duty. Such claims are not creations of federal bankruptcy law. Rather, they are a* ***product of state law.*** However, they clearly may augment a bankruptcy estate and hence, creditors' recoveries. For this reason, non-core matters are "related to" the bankruptcy and therefore are often referred to as "related to" proceedings. With respect to non-core matters, *a bankruptcy judge may only "submit proposed findings of*

fact and conclusions of law to the district court subject to *de novo* review" with any final order or judgment to be entered by the district court, not the bankruptcy court. However, if....if all parties to a non-core proceeding consent, the bankruptcy judge may enter a final judgment in the non-core proceeding. As previously stated, Mr. Green Mr. Green undeniably, expressly, and in writing *did not* consent to the bankruptcy court issuing any final rulings in this matter. The bankruptcy court issued those final orders anyway ignoring the law and committing reversible error. Thus, each non-core final order issued by the bankruptcy Court was issued without jurisdiction and without constitutional authority. Each of those orders cannot stand as lawful, and all must be vacated as legal nullities.

15. Mr. Green's claims/counter-claims, and objections fits this rationale perfectly as *non-core* bankruptcy litigation issues. The bankruptcy court willfully ignored binding Supreme Court precedent (*Stern; Wellness*) and incessantly issued multiple *final* orders in rejecting the objections to claim and adversary complaint rulings when it only had no jurisdiction nor the constitutional authority to do so without Mr. Green's consent, and as previously stated against Mr. Green's expressed written *non-consent*. It seems that the administrative state has run amuck and judges throughout the nation are emboldened to openly defy the dictates of the U.S. Supreme Court and the Federal Constitution.

16. The U.S. Supreme Court must intervene to put a stop to this and re-establish its constitutional authority over the judicial process. The lower courts treat the U.S. Constitution as if it is a meaningless piece of parchment. The Bankruptcy Court in this matter has an openly defiant posture in ignoring orders from higher courts of law, flagrantly snubbing its nose at higher court specific orders to act and this courts binding precedent.

Did the Bankruptcy Court act without Jurisdiction while appeals were pending?

17. The law that judges take an oath to follow is; When timely appeals are noted, the bankruptcy court

is thereby divested of its jurisdiction. In general, the filing of a notice of appeal divests a Bankruptcy Court of its control and jurisdiction of the matters on appeal. See *Griggs v Provident Consumer Disc. Co.; In Re Startec Glob. Communs. Corp.* The purpose of these rules is to "avoid confusion and waste of judicial time by placing the same matter(s) before two courts at the same time", and "to ensure the integrity of the appeal process."

18. This jurisdictional fact was also opined by the District Court (Judge Chuang) in a prior appeal of these matters, and was also cited (and granted successfully) by the claimants themselves *against* Mr. Green. However, when Mr. Green cites these exact same legal principles, the lower courts ignore his citations, the law, and its own prior rulings (against) as if what Mr. Green is saying is not law, or are laws that applies to everyone EXCEPT Mr. Green. How is this remotely fair? According to the law and rules, all proceedings in the bankruptcy must be stayed until all pending appeals in the District Court as well as this court have been resolved. The Bankruptcy Court did not do this. Thus, each and every one of the Bankruptcy Courts *final* (not *proposed*) orders not only ran afoul of the U.S. Constitution as well as being issued without the requisite jurisdiction while appeals are pending. Despite these well established laws and legal principles, the Bankruptcy Court incessantly issued Constitution-less and jurisdiction-less final orders, again flouting the law and the U.S. Supreme Court. This is legal error and each one of those prior decisions should be vacated as a matter of law and the U.S. Constitution.

Did Mr. Green have the right to appeal the *entire* case and all previously unheard issues raised in the lower courts once the bankruptcy matter was dismissed? If so, was due process violated?

19. Each one of the previously mentioned interlocutory appeals were dismissed for "lack of jurisdiction" (not merit) with Judge Chuang ruling that the bankruptcy matter was still ongoing. Except for appeals 19-CV-03349-TDC and TDC-19-CV-2270 where he ordered the proceedings for real estate

fraud to move forward. Throughout these interlocutory appeals, Judge Chuang never opined that Mr. Green was being *abusive* to the judicial system. He simply dismissed them for lack of jurisdiction and sent the case back to the Bankruptcy Court for further proceedings. Therefore, each and every question raised in those interlocutory appeals became ripe for ultimate appeal once the bankruptcy matter was finally and completely dismissed. Mr. Green had every right to appeal each and every one of those unanswered questions from those appeals but was specifically barred from doing so. Mr. Green believes this was error.

20. The lower appeals were filed from the Bankruptcy Court to the District Court in September 2021 just after the Bankruptcy Court dismissed the entire bankruptcy matter on 9-20-2021. Mr. Green applied for and was granted *in forma pauperis* status, and submitted statements and designations as required. The District Court (Judge Messitte) did not *like* those statements because it raised issues for the "entire" bankruptcy matter, including all of the interlocutory appeals Judge Chuang previously dismissed for lack of jurisdiction. Judge Messitte sent a deficiency notice claiming Mr. Green was "abusing the system" and asked for a "wholesale review" of the entire case file. I responded to the Court and amended the statements and designations in November 2021, removing the word "entire" to meet the judges "requirements." Requirements he would never allow me to remedy no matter what I submitted. Judge Messitte simply did not want this appeal to go through.... my rights be damned. The court struck all the designations as if I never filed any.

21. Without statements and designations in an appeal from the Bankruptcy Court to the District Court, an appeal in the District Court forum cannot legally exist, thus there would have been no appeal with which the court had jurisdiction to rule upon. In this case, Judge Messitte struck the statements/designations and then proceeded to issue rulings in an appeal that did not technically

exist in his mind. This was error.

22. In my response to Judge Messitte, I explained to the court what my intentions were in the appeals and what my rights were as I understood them. I have the absolute right to appeal full stop. My right to appeal does not depend on how much work the court has to do. When the Bankruptcy Court improperly dismissed the entire Bankruptcy matter on 9-20-2021, each and every one of those prior appeals and every question raised became *final* and thus ripe for appeal. The "voluminous" nature should not matter. At that point, I had the absolute right to appeal the entire bankruptcy matter including all issues/interlocutory appeals dismissed for "lack of jurisdiction." Instead of the District Court hearing and answering the legal issues raised in the prior appeals, it chose to punt on the issues. According to the law, all of those issues raised in those prior appeals were not "interlocutory," they were all "*final*" decisions made by an Article I judge who did not have the (Constitutional) authority to issue *final* orders of any kind without the parties expressed consent to do so. In fact, in this matter, the Bankruptcy Court had Mr. Green's *explicit written* ***non-consent*** for these *non-core* issues. Under the law, the Bankruptcy Court was only able to issue "proposed orders" but incessantly failed to do so and issued final orders in violation of Constitutional authority. I had a right to file those appeals upon "final" rulings when only "proposed" rulings should have been issued for a final review at the District Court.

23. In all of those appeals the District Court, under Judge Chuang, did not rule them to be "abusive" of the system. However, Judge Chuang decided to punt the issues raised in all of those appeals, dismissing them, not based upon merit, but because the full bankruptcy matter was still ongoing. Judge Messitte, injected himself into this case after the fact, and ruled them to be "abusive" without knowledge or context of the case. The judge who actually read and considered

those prior appeals did not issue one order or finding of abuse, nor was there any rulings of such "abuse" from the Bankruptcy Cort or any of the Chapter 13 trustees. Because the appeals were dismissed for lack of jurisdiction, when the bankruptcy matter was finally dismissed, those prior appeal issues became ripe. That's not "abuse," that's a citizen exercising his rights to appeal. Thus, it was error to be barred from the judicial process and then severely sanctioned with several thousands of dollars in fines/fees, while arbitrarily revoking *in forma pauperis* status previously granted by Judge Chuang on multiple previous occasions.

24. But not for the court punting on all of the prior issues/appeals over a two and half year period, there would be no "voluminous" work to be done in this case. However, the bankruptcy court as well as the District Court did punt on all those issues and now all of those punted issues became ripe to be appealed and Mr. Green was deliberately blocked by the lower courts from his rights to appeal and redress of his grievances. This is not on Mr. Green in terms of the "voluminous" nature of this appeal. The mismanagement of this case was under the bankruptcy courts sole control as it admits. The punting of the prior appeals were at the sole discretion of the District Court. The courts cannot flout the law, ignore direct orders of a higher court, punt all issues raised upon (interlocutory) appeals because the overall bankruptcy case was still ongoing, then when the case became fully *final*, the courts deny the rights to appeal because now there's too much work to do, and then issue fines and sanction for having the audacity to exercise those appeal rights. This is completely unfair and represents reversible error.

25. Mr. Green was not allowed any hearings or trials by jury as he legally and properly demanded in his objections to claim and his adversary complaints. Any and all attempts to exercise his due process rights were specifically thwarted by the Bankruptcy Court. There was no discovery allowed. Though Mr. Green submitted and served subpoena requests signed by the clerk, all subpoenas were summarily

ignored and went unenforced by the court. Mr. Green submitted several affidavits and declarations affirming his full home ownership with exhibits in all of his papers/motions filed. These exhibits represented the only avenue afforded Mr. Green to place his documentary evidence upon the record without jury trials as legally demanded. The Bankruptcy court blatantly refused to abide by the District Court's direct order to proceed with real estate fraud proceedings. The Bankruptcy Court simply would not allow it despite a direct order to do so in the bankruptcy forum as Judge Chuang further ordered that the Bankruptcy Court was "the best court to hear the fraud matter." Those (fraud) proceedings never happened.

Due process was violated and raised in the lower courts

The objections to claim included relief of the kind to be included in adversary complaint but were denied without proceeding and without a trial by jury as legally demanded.

26. Mr. Green filed two objections to this fraudulent proof of claim. Both objections to claim included relief of the kind pursuant to an adversary complaint. As opined and/or ruled by the District Court, the bankruptcy court was commanded to proceed as an adversary proceeding but failed to do so. As the District Court (Judge Theodore Chuang) has ruled in its order dated 8-3-2020. (TDC-19-2852):

"The District Court, *Fed. R. Bankr. P. 3007(b)* ("*A party in interest shall not include a demand for relief of a kind specified in Fed. R. Bankr. P. 7001 in an objection to the allowance of a claim, but may include the objection in an adversary proceeding.*"). *See also RNI-NV Ltd. P 'ship v. Field (In re Maui Indus. Loan & Fin.* Co.), *580 B.R. 886, 894 (D. Haw. 2018) ("**holding that where the debtor included a request covered by Rule 7001, "Rule 3007(b) Commands that the court proceed by adversary proceeding**").*"

27. Judge Chuang made a specific ruling and "commanded," pursuant to the bankruptcy laws, that the Bankruptcy Court proceed with the objections as an adversary complaint but the lower court refused to follow the law and the order, and for a second time the Bankruptcy Court deliberately failed to abide by an order from the District Court issued by Judge Chuang. Instead of proceeding as an adversary complaint

as "commanded" by law and order, the Bankruptcy Court dismissed the objections and without the trial by jury as legally and properly demanded. The Bankruptcy Court did not dismiss it based upon merit, it was dismissed because of improperly applied Rooker-Feldman doctrine.

Did the PGOCS Bankruptcy dismissal and subsequent hearing violate due process?

28. The PGOCS dismissal hearing and its evidence should have been stricken from the record and a ruling in Mr. Green's favor should have been issued for failure to timely produce discovery and fraudulently altering the discovery served upon the PGOCS by Mr. Green. The bankruptcy court erroneously dismissed the chapter 13 case on 9-20-2021 and improperly denied entry and/or true consideration of Mr. Green's papers, exhibits, case citations, statements, discovery, and full procedural and substantial due process ruling he was "untimely," ultimately leading to the improper dismissal of the Chapter 13 matter outright causing Mr. Green irreparable harm, while simultaneously allowing full access to the PGOCS despite their provable untimely discovery objections. Mr. Green was prejudiced by these actions and was not allowed to present his case, offer documents upon the record, and was not allowed to get the PGOCS and its witnesses statements and testimony under oath, pertaining to his unanswered interrogatories, request for admissions, and production for documents. Mr. Green was not allowed to cross examine the PGOCS witness nor to ask the PGOCS any questions under oath. This was unfair and prejudiced Mr. Green and had the deliberate unfair, disadvantaged effect to chill his litigation and move forward with the pre-ordained action of dismissal.

29. The Bankruptcy Court issued an order dated 7-14-2021 (See Appendix #11). In this order, the court laid out its extremely short schedule for discovery. The court ordered hearings to take place over a two day period, on **9-20-2021** and **9-21-2021** for both claimants, Shellpoint et al, and the PGOCS. The ordered discovery was to be completed by 8-13-2021. Witness lists, and exhibits were ordered to be exchanged by **9-10-2021**. The deadline to object to witnesses and exhibits was

9-15-2021. The court further ordered that "*witnesses not objected to in writing will be allowed to testify if called.*" I met all of these dates, objected to the PGOCS witness and exhibits in writing. It was ignored by the Bankruptcy Court and the (objected) PGOCS witness was allowed to testify despite my written objections. The Shellpoint hearing never ever took place despite being ordered to do so on June 25, 2020 by the District Court.

30. Neither the PGOCS nor the Shellpoint et al, claimants produced the ordered discovery despite both being properly and timely served pursuant to the courts order and schedule. The PGOCS was served with discovery on **7-26-2021**. Mr. Green filed a judicial notice of (PGOCS) discovery served with the court on **8-4-2021** (See Appendix #12), informing the court that I had "timely" complied with the courts scheduling order. The same for Shellpoint et al. Neither claimant complied to the ordered discovery. Shellpoint never produced discovery and the PGOCS did not (really) do so either. The PGOCS, took the served discovery, altered it, then responded to their own (altered) discovery (without notice of these "alterations" fraudulently passing off their discovery as if it were the actual discovery they were served with) by objecting to everything (via email), on **8-27-2021**....two weeks ***AFTER*** the courts ordered due date of **8-13-2021**. Now, doesn't this make the PGOCS....."*un-timely*?" If so, then how is that the Bankruptcy Court ruled that it was Mr. Green who was "*un-timely.*" This is error, provably untrue, totally biased, and unfair.

31. Mr. Green filed motions to compel discovery on 9-7-2021. For some reason, the Bankruptcy Court, ruled that the motion to compel was "*un-timely*" because "*discovery was ordered to be completed by 8-13-2021.*" The Bankruptcy Court deliberately failed to recognize the "un-timeliness" of the PGOCS despite being noticed in writing that the party was properly and timely served without objection (in terms of being served). While the bankruptcy court, through its jaded eye, allowed the PGOCS to alter Mr. Green's timely served discovery requests as ordered by the court, re-create their own

discovery, serve themselves with their altered discovery (***two full weeks AFTER they were ordered due***) and then were allowed to pass the PGOCS altered discovery to the courts as if it were the discovery Mr. Green served them with when it clearly was not the documents served. The court did not dare or care to question this. In the Bankruptcy Courts eye, it was Mr. Green and Mr. Green *only* who was "untimely" not the PGOCS, however we know this as a matter of fact this is completely untrue. We know as a matter of material fact that it was actually the PGOCS who was "untimely" and the record, evidence, and facts supports this as material fact.

32. See (Appendix #13) for a series of events/communications with the PGOCS concerning discovery. Within this documented evidence, (evidence the Bankruptcy Court refused to allow on the record during the hearing), will show that the PGOCS admits they were "un-timely") and that the discovery sat on someone desk for two weeks and that they needed another copy in Word format. I was told that the (court) "rules" *required* me to provide the discovery in (editable) Word format. I didn't realize the PGOCS were angling to alter the served discovery and create their own to pass it off as the served discovery. It was not. The PGOCS did not respond at all to the actual served discovery. The PGOCS responded, via objection, to their own (altered) discovery. This is not legal.

33. Because the PGOCS was untimely with their discovery, and altered then served discovery in bad faith, their submissions, evidence, testimony should not have been allowed to used at the bankruptcy dismissal hearing. Without evidence, the dismissal should have been denied. It was error for the Bankruptcy Court to have sanctioned Mr. Green for the "un-timeliness of the PGOCS, dismiss the case and ultimately causing Mr. Green catastrophic loss of his family home. A home he could have proven to be wholly owned by him without any liens or encumbrances had he been allowed the real estate fraud proceedings as ordered by Judge Chuang eighteen (18) months prior to dismissal. But he was not and this

is not simply error by the Bankruptcy Court, it was outright defiance of an order from a higher court which is deliberate malfeasance and/or official misconduct by a sitting bankruptcy judge.

The Maryland Motor Vehicle Administration unlawfully suspended/revoked my driver's license and federal passport.

34. The PGOCS contacted the Maryland Motor Vehicle Administration ("MVA") and the Federal State Department to have them both suspend/revoke my driver's license and my federal passport. Each one of these state and federal agencies violated the law when they did so based upon the word alone of the PGOCS. The PGOCS did not first obtain an order of a court, provide me with a hearing to be heard, did not first inquire as to my ability to pay, consider my known medical disabilities, nor provide me with counsel before they excessively fined and indefinitely incarcerated me with paying the excessive fines being the only way to be freed from state bondage. Child support is not an entitlement, the standard service is simply a yardstick for the states to measure the system-wide performance of their IV-D program. Thus, the states must look to the aggregate services provided by the state, not to whether the needs of any particular person have been satisfied. See *Blessing v Freestone, 502 U.S. 329 (1997).* Child support "orders" are not judicial "orders" they are "agreements," they are contracts that are equivalent to and no different from interstate contracts as opined by the U.S. Court of Appeals 2nd Circuit which rejected the idea that child support payment obligations are somehow different than any other interstate contract. See *U.S. v Sage, 92 F.3d at 106.* As that court opined, child support is not (at its core) different, it is a contract like any other.

35. By suspending licenses and passports, such deprivations would be contrary to the fundamental fairness required by the Fourteenth Amendment, see also *Tate v. Short*, 401 U.S. 395, 398 (1971) (holding that "a state could not convert defendant's unpaid fine for a fine-only offense to incarceration because that would subject him "to imprisonment solely because of his indigency"). The Supreme Court recently

reaffirmed this principle in *Turner v. Rogers*, 131 S. Ct. 2507 (2011), holding that a court violates due process when it finds a parent in civil contempt and jails the parent for failure to pay child support, without first inquiring into the parent's ability to pay. According to the Department of justice ("DOJ"), to comply with this constitutional guarantee, state and local courts must inquire as to a person's ability to pay prior to imposing incarceration for nonpayment. Courts have an affirmative duty to conduct these inquiries and should do so sua sponte. Georgia v *Bearden*, 461 U.S. at 671 (supra). Further, a court's obligation to conduct indigency inquiries endures throughout the life of a case.

36. When the PGOCS and MVA actively participates in concert with one another, constituting a civil conspiracy against him by illegally having his license suspended, illegal garnishments, monthly illegal judgments of $500, false credit reporting, threats of "indefinite" imprisonment, and violations/deprivations of civil rights all based upon an ill-calculated and legally void child support obligation with the specific to commit fraud against Mr. Green.

37. With respect to States, municipalities, and state court systems receiving federal funds, like the IV-D incentive programs, these illegal practices, as outlined in this adversary complaint, may also violate Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, when they unnecessarily impose disparate harm on the basis of race or national origin. The due process and equal protection principles of the Fourteenth Amendment prohibit "punishing a person for his poverty." See *Bearden v. Georgia*, 461 U.S. 660, 671 (1983). For a court to do so knowingly is a willful violation and deprivation of rights which have done to and against me by the PGOCS and MVA since 1-10-2011 through today and continuing. The Driver's license and passport has been suspended/revoked since November 2017.

38. This unconstitutional practice is often framed as a routine "administrative" matter. For example, a motorist who has his driving privileges suspended (as Mr. Green currently is) at the request of the

PGOCS may be told that the "remedy" to restore the driving privileges is to pay an arbitrary amount of monies as a "fee" for the restoration of privileges outside of the courts and without the benefit of a trial and/or hearing. The PGOCS commonly imposes these administrative prepayment requirements on obligor's/defendants who have failed to make child support payments depriving those obligor's/defendants of the opportunity to establish good cause for missing the payments and for a court to conduct the *required* indigency inquiry concerning the ability to pay as described above.

39. For instance, Mr. Green has been told by the PGOCS, outside of court, that his illegally deprived rights and privileges can be restored.... but only if he pays three months of the legally void support obligation payments, an equally arbitrary lump sum (imposed only by the PGOCS and not any court of law) of $1,500.00, depriving Mr. Green of the opportunity to establish good cause for missing the payments and for a court to conduct the *required* indigency inquiry concerning the ability to pay as described above. These are willful violations of the law.

40. If a defendant's driver's license is suspended because of failure to pay a fine, such a suspension may be unlawful if the defendant was deprived of his due process right to establish inability to pay. *See Bell v. Burson*, 402 U.S. 535, 539 (1971) (holding that driver's licenses "may become essential in the pursuit of a livelihood" and thus "are not to be taken away without that procedural due process required by the Fourteenth Amendment"). Accordingly, automatic license suspensions premised on determinations that fail to comport with *Bearden* and its progeny violate due process. For instance, when the PGOCS automatically and administratively suspended Mr. Green's driver's license on November 27, 2017, because of failure to make payments on an illegal ill-calculated child support obligation without the benefit of a trial, and without due process of law, it violated Mr. Green's civil rights with malice under color of law. Mr. Green's driving privileges and his ability to obtain a passport remain unlawfully suspended to this very day.

41. The administrative procedures to suspend driver's licenses as written and as implemented by the MVA Commissioner is unconstitutional on its face under The Fourteenth Amendment due process clause "for failing to provide sufficient notice or hearing to any driver before license suspension. I also allege that these unlawful suspensions are unconstitutional under the Fourteenth Amendment equal protection clause as applied to people who cannot afford to pay due to their modest financial circumstances. This is the exact language that this very appeals court affirmed in its *Stinnie v Holcomb*, case and a case upon remand where Mr. Stinnie won his case on the merits, forcing the state of Virginia to stop this unlawful action of suspending driver's licenses without due process of law. This is binding precedent within this judicial district and stare decisis dictates that it must followed within this judicial district. Judge Messitte had no discretion to ignore binding precedent and declare my MVA claims are without merit and were "frivolous," then improperly bar me from access to the federal courts. This was error. The Federal government has a written governmental interest in protecting citizens rights from unlawful deprivations. The DoJ specifically entered its opinion and public interest to the judicial district in the Stinnie case. This court must order the state of Maryland to restore both the driver's license and the passport as if they were never suspended/revoked in the first place just as was done in the *Stinnie* case.

What is the penalty when a sitting judge willfully defies an order from a higher court?

42. Had the Bankruptcy Court did as it was ordered to do by Judge Chuang, and afforded me my rights to due process, I would have been able to prove my case and through that due process, the court could have been enlightened to the documented facts that my home loan was certified as satisfied in March of 2012 by C&F Mortgage just as I have asserted. See (Appendix #16). This loan satisfaction was (re)confirmed a second time in January 2022 by C&F Mortgage and was sworn and recorded in the Prince George's County recorder's office See (Appendix #17). C&F Mortgage swore, affirmed, and

recorded a **certificate of satisfaction** for Mr. Green's home, conclusively proving that he was the sole owner of his home since March 2012 just as he has been asserting since the bankruptcy matter began in 2019.

43. I'd like this court to take judicial notice that Judge Chuang's mandate for remand back to the bankruptcy court was issued on 6-25-2020 however, the Bankruptcy Court did not finally/fully dismiss bankruptcy #19-13656 until 9-20-2021, a full year and half ***after*** Judge Chuang's order and mandate. This shows that the Bankruptcy Court never intended to abide by Judge Chuang's remand order and never intended to allow Mr. Green to have his day in court.

44. I properly certified to the lower courts that his prior loan with C&F Mortgage was in fact lien released in March 2012, pursuant to Maryland law, (*MD Code, Real Property, § 7-103 (a). MD Code, Real Property, § 7-103 (b))* by virtue of the preponderance of the evidence that would have and could have been introduced upon the record had I been allowed to do so. The lower courts knew this and sought to thwart any efforts for me to get to that point in a court of law, even going so far as to flagrantly ignore an order from a higher court. By producing a copy of the March 2012 satisfaction letter and the C&F sworn certificate of satisfaction printed from the Prince George's County land records with the system stamp, I could and actually have proved my case conclusively and pursuant to Maryland law, the court would have no other legal decision to make other than to grant my relief as a matter of law.

45. The above noted as material facts, the existence of Judge Chuang's 2020 order and mandate, the C&F lien release letter, the C&F certificate of satisfaction, Judge Messitte's ruling that my claims were "frivolous" are unfounded, incorrect, and also represents legal error. My claims of real estate fraud cannot be considered "frivolous" if the original lender has certified that the loan was paid off and recorded that payoff by swearing a certificate of service and recording it on my behalf.

I must be allowed to pursue the fraud litigation as ordered and mandated by Judge Chuang in federal court.

Mr. Green is the sole owner of his home without any liens or encumbrances and thus had colorable claims.

46. Instead of conducting the fraud proceeding as ordered, the Bankruptcy Court allowed the PGOCS, to file a motion to dismiss *after* judge Chuang issued his June 2020 order for real estate fraud. However, another eighteen months would pass before the Bankruptcy Court would dismiss the case in its entirety on 9-20-2022 during a virtual hearing for non-payment of post-petition child support, which was fraught with improprieties, lacked due process, and violated all aspects of the rules of evidence. Frankly stated, the child support dismissal hearing was a due process-less farce meant only to get rid of the case to justify the Bankruptcy Courts willful defiance of Judge Chuang's order for real estate fraud.

47. Because the bankruptcy matter was "dismissed" for non-payment of post-petition child support and not due to lack of (real estate) merit, Mr. Green quickly refiled a second Chapter 13 bankruptcy petition in November 2021, numbered 21-17359. After filing all of the necessary papers to effectuate a legitimate Chapter 13 petition, this petition was also dismissed (in error) for failure to file the proper certificate of service form (M-1) despite Mr. Green clearly having done so and is evident by the bankruptcy courts record. Still this second 2021 petition was dismissed as well. However, at no time did the Bankruptcy Court rule or otherwise opine that Mr. Green was abusing the judicial system. He is a family man trying desperately to save his family home from being stolen and addressed the courts for a redress of his grievances to attempt justice but received the lower courts extreme consternation instead. Mr. Green attempted to note an appeal for this second 2021 bankruptcy filing was but was denied the right to do so by the clerk of the District Court and then again by the clerk of the Fourth Circuit.

48. For some unknown reason, Judge Chuang was replaced by the District Court with Judge Messitte, who had not been previously involved in the bankruptcy matter at all and as a result, the case went further south, and Judge Messitte became outright hostile towards Mr. Green. Judge Messitte, accused Mr. Green of "abusing the system" for filing the several interlocutory appeals and for (what Judge Messitte claimed to be) "frivolous" claims of real estate fraud despite not one single ruling by the bankruptcy court nor Judge Chuang ever in this matter, and despite Judge Chuang's direct order to proceed with real estate fraud proceedings. Still, this was ignored and this was error.

49. Mr. Green appealed the 2019 Chapter 13 dismissal (19-13565) and this appeal was numbered 8:21-cv-02441. However, instead of allowing the appeal to proceed to briefings, etc., Judge Messitte issued a show cause order to Mr. Green on March 24, 2021, to explain why he should not be held in contempt for abusing the system. However, Mr. Green, who is a Type 1 Diabetic and was diagnosed with stage 4 Chronic Kidney Disease at that time, contracted the Covid-19 virus plaguing the nation in early 2021. As a result of this, Mr. Green's renal system completely failed and he spent several days in the ICU receiving treatment and emergency surgery to begin dialysis treatments. While this was going on, Judge Messitte issued his show cause order. On the deadline in which Mr. Green was to respond to the court, he was unable to so do because he was having emergency surgery to replace the dialysis catheter tubes in his stomach as the initial emergency surgery in February 2021 was not successful and dialysis could not be completed. Both surgeries took five (5) to six (6) weeks of recovery time. As such Mr. Green had not fully recovered from the first surgery when he had to endure the second emergency surgery. The second surgery was scheduled in as many months and took place on 3-24-2022, the due date the court required for the show cause response. Because Mr. Green was gravely ill, and hospitalized, he was not aware of any notices sent to him by the courts, nor was he in condition to respond. Despite this, Judge Messitte ruled that Mr. Green "failed to respond" and dismissed *this* appeal (8:21-cv-02441) without allowing any

briefs to take place. Mr. Green had no idea that a show cause order had been issued. I was very ill and in the hospital and recovering from emergency surgery at that time.

50. In fact, from 1-6-2022 through 3-24-2022 Mr. Green was in and out of the emergency room ICU, and had two major surgeries in February and March 2022. Both surgeries required five to six weeks of recovery time. This recovery time was longer in this case die to the fact that recovery was still ongoing from the February surgery when the March 24th surgery was conducted. During this time period, the Bankruptcy Court and the District Court were issuing rulings and show cause orders when Mr. Green was too ill to know about or respond to. See Appendix #23 for listing of confirmed hospital stays. Mr. Green contacted the court after his surgery to inform as to his condition and circumstances, but to no avail from the Distrist Court, the appeal was dismissed and the District Court no longer had jurisdiction to rule any further, but did so anyway committing further error.

51. Subsequent to the dismissal of appeal 8:21-cv-02441, Mr. Green's second Chapter 13 petition (21-17359) was dismissed and an appeal was noted in that case. Judge Messitte, reopened the previously dismissed (8:21-cv-02441) appeal, issued severe sanctions barring Mr. Green from the(district) court system all together, denying his right to appeal, and further issued devasting monetary sanctions against a known indigent Mr. Green for "abusing the system." These actions were unjust, unfair, were done without jurisdiction from within an appeal that had already been dismissed previously, thus without jurisdiction.

52. Judge Messitte, issued rulings, findings, and severe sanctions, without ever hearing a single argument and did not preside over a single prior appeal, nor did he allow Mr. Green to brief the District Court in appeal 8:21-cv-02441. Without any of that knowledge of the case and evidence, and context, how on earth would he have had the knowledge to render a legal decision that no other judge came to in

the District Court (Judge Chuang) or the Bankruptcy Court? Judge Messitte, refused to allow any briefs, however made several "rulings" and assumed fact and findings that were not part of the record in the lower court nor the District Court. Judges assuming facts that are not part of the record on appeal represents legal and discretionary error. Without allowing Mr. Green to brief in an open appeal, without presiding over a single case with respect to the overall 2019 bankruptcy matter, without having a single trial or hearing on the merits, Judge Messitte was able to come up with his finding on an case he knew nothing about and was not involved in, despite the several documents/evidence that exist in this case as evidenced in the extensive appendix attached here, such as the 2012 lien release letter from C&F Mortgage, and the C&F certificate of lien satisfaction. This is error. See *Dundee Mortgage & Trust Inv. Co. v. Hughes, 124 U.S. 157 (1888)*

Judge Messitte erred in assuming his own personal findings of "fact" substituting those assumed "facts" with the actual facts and the record upon appeal and entering judgment upon the assumed conclusions of law founded thereon.

Judge Messitte erred in that the "assumed" conclusions of law are not supported by the appeal record or actual facts.

53. Mr. Green, then appeal to the Fourth Circuit Court of Appeals asking several questions of law and equity in his briefs and replies. The Fourth Circuit issued a one page opinion simply affirming the District Court without explanation and without answering a single question. Mr. Green filed a reconsideration motion en banc. It too was denied without explanation and without answering a single question asked. Because the Fourth Circuit refused to answer the questions in the brief nor did they offer a memorandum of opinion as to their thought processes and/or how they came to their legal conclusions, it makes it impossible to respond or write a coherent petition to the U.S. Supreme Court with a true level of legal intellect because the appeal court did not respond to a single question raised in the appeal briefs leading to this petition to this court. Responding to this would be difficult for an experienced attorney, and virtually impossible for a pro se litigant. I hope this court will also take this into consideration when evaluating this

petition for certiorari.

54. As a result, the lower courts have profoundly errored in its handling of this case and treated Mr. Green unfairly, with contempt, bias, and hostility committing several errors of law in the process. I appeal to this court to have my grievances heard and to save my family home from this illegal dispossession of my family home and the absolute violation of my property rights guaranteed to me by the U.S. Constitution. Because the Fourth Circuit issued a one page opinion without a memorandum and conclusion of law document, and did not answer any questions raised in the appeal, Mr. Green incorporates his fourth Circuit appeal briefs as if fully stated herein, with substance over form.

55. Each question raised in the Fourth Circuit appeal brief, is re-raised here for this courts further evaluation due to the fact that the Fourth Circuit ignored them in their final one-page opinion and offered no memorandum of opinion nor conclusions of law to explain in details how they came to affirm the lower court in the face of the facts and evidence. I implore this court to read those briefs to get a better understanding of the inherent involving this case in the lower courts.

56. This court must not allow as man's home to be illegally taken without a trial or due process of law. The U.S. Supreme Court represents this family's last chance to save his home from theft and many other family's (nationally) last chance to save theirs as well. This is a national problem happening multiple times per day in each state of the Union. I also urge this court to watch a documentary on Amazon Prime called the "Silver Dollar Road." The Silver Dollar Road details of yet another family experiencing catastrophic loss of their family land and homes. There is also the story of an 84-year-old woman in Alabama named Corine Woodson, being forced from her home and land after living there for over sixty (60) years by real estate developers. Then still, there was the 94-year-old grandmother in

Minnesota, who lost her home and equity to foreclosure. That case went all the way to this court and certiorari was granted in *Tyler v Hennepin County*. This court ruled in favor of Mrs. Tyler. This is a national problem that must be addressed by this court to restore and uphold citizens constitutional property rights, and the fundamental fairness guaranteed by the U.S. Constitution.

57. When you look at all of the facts and evidence, there is no genuine question that Mr. Green owned his home outright without any liens or encumbrances. Had Mr. Green been allowed a trial as he legally and properly demanded, he would have been able to produce that evidence to not only show his absolute ownership in his home but also Shellpoint et al's *non-ownership* and lack of standing to bring suit and file a proof of claim as well.

A preponderance of the evidence is a standard that was not followed by the lower courts despite being ordered to do so

58. As Judge Chuang opined in his remand order, See *Bate Land Co. LP v. Bate Land & Timber LLC (In re Bate Land & Timber UC),* 877 F.3d 188, 198 (4th Cir. 2017) ("Weighing the competing evidence presented by the parties and arriving at a conclusion is exactly the task that the bankruptcy court must carry out as a fact-finder."). *Cf Melton v. Moore,* 964 F.2d 880, 882 (9th Cir. 1992) {directing the district court to remand a matter to bankruptcy court to consider whether the creditors had "proved their claim of nondischargeable by a preponderance of the evidence").

59. By the required preponderance of the evidence standard, Mr. Green should have been granted his relief as a matter of law. Mr. Green has every legal document, and evidence to prove his sole home ownership by a vast preponderance of the evidence.

Facts, evidence, and documents in Mr. Green's possession to show he owned his family home outright:

A. Possesses his original mortgage notes marked canceled by C&F Mortgage (the original lender) in March 2012 and sent to Mr. Green.

B. Possesses a signed lien release letter from C&F Mortgage CFO, Kevin McCann, dated March 2012, stating that the loans were "satisfied and fully released" of all liens. See Appendix #16.

C. Possesses a signed and recorded certificate of satisfaction from C&F Mortgage CFO, Kevin McCann, dated January 2022, ten whole years *after* signing the first lien release letter conclusively solidifying and certifying Mr. Green's full home ownership. See Appendix #17.

D. Handwriting expert certifying Mr. Green's original signature of the original note copies he presented to the courts as proof of his true signature and that the signature on Shellpoint's fraudulent mortgage note was a forgery of Mr. Green's signature. See Appendix # 18

E. Affidavit of Beth Jacobson, contracted as a forensic auditor, to examine the record of fifteen (15) fraudulent "assignments" of this fraudulent mortgage note since 2013, with findings of outright fraud on the part of Wells Fargo to start with and ending with these pretender lenders in this case. See Appendix #22.

F. A filed affidavit certifying Mr. Green's sole home ownership and certifying that he could positively identify the original notes he signed in August 2007 with special markings he placed upon the back of each page of the mortgage notes. Any purported note paper claiming to be the true signature of Mr. Green but are absent of these special markings, are indeed the fraudulent paper. The Shellpoint note they present in their proof of claim *does not* bare these special markings and thus are proven fraud. Mr. Green can produce the original handwriting authenticated original mortgage notes that have the certified special markings on the back of each page.

60. Mr. Green has all of the necessary legal documents to show his home ownership and that the Shellpoint proof of claim was in fact a fraud upon the court. MD Code, Real Property, § 3-105 states (in part): Release on the evidence of debt:

> *(d)(1) When the debt secured by a deed of trust is paid fully or satisfied, and any bond, note, or other evidence of the total indebtedness is marked "paid" or "canceled" by the holder or his agent, it may be received by the clerk and indexed and recorded as any other instrument in the nature of a release. The marked note has the same effect as a release of the property for which it is the security, as if a release were executed by the named trustees, if there is attached to or endorsed on the note an affidavit of the holder, the party making satisfaction, or an agent of either of them, that it has been paid or satisfied, and specifically setting forth the land record reference where the original deed of trust is recorded.*
>
> *(4) When the debt secured by a mortgage or deed of trust is fully paid or satisfied and the*

holder or the agent of the holder of the mortgage or deed of trust note or other obligation secured by the deed of trust, or the trustee or successor trustee under the deed of trust, executes and acknowledges a certificate of satisfaction substantially in the form specified under § 4-203(d) of this article, containing the name of the debtor, holder, the authorized agent of the holder, or the trustee or successor trustee under the deed of trust, the date, and the land record recording reference of the instrument to be released, it may be received by the clerk and indexed and recorded as any other instrument in the nature of a release. The certificate of satisfaction shall have the same effect as a release executed by the holder of a mortgage or the named trustee under a deed of trust.

61. Pursuant to Maryland Law, (MD Code, Real Property, *§ 7-103 (a), § 7-103 (b), § 3-105*) ***a certificate of satisfaction is significant and is presumed to be the truth and is proof positive that a prior loan has been satisfied and released back to the borrower***, rendering that borrower (Mr. Green in this case) the sole unencumbered owner of the property. *"If the mortgage is duly released of record, the promissory note, other instrument, or debt secured by the mortgage, both before and after the maturity of the promissory note, other instrument, or debt,* ***conclusively is presumed to be paid*** *as far as any lien on the property granted by the mortgage is concerned."* Maryland law is extremely clear and leaves no room or judicial discretion for the any re-interpretation of the law to fit pre-conceived narratives. Nor does the court have the discretion to "add" its own criteria to existing Maryland statutes.

62. Once I have produced the signed, sworn, and recorded certificate of satisfaction, lien satisfaction letter, and original canceled notes marked cancelled by the original lender, pursuant to Maryland law, the court had no further discretion but accept the "***presumption of truth***" Maryland law requires and consider the mortgage in question to no longer be in question but fully lien released, again just as I have consistently asserted for several years now. At this very point, Shellpoint et al, in law, state no claim upon which their relief could be granted and the fraudulent proof of claim would have been required to have been dismissed, but it was not and Mr. Green's was eventually evicted from his family home and all equity was totally lost.

63. I ask this court to follow the law and re-instate the bankruptcy, re-instate the bankruptcy protection through the automatic stay as if it were never taken away, and/or simply invalidate the illegal sale of my wholly owned home which unlawfully took place on May 31, 2022.

Facts, evidence, and documents in Shellpoint et al's possession they use to show their "ownership."

A. A 2009 loan modification document with Wells Fargo as the servicer.

B. A 2012 Wells Fargo "blank endorsed" mortgage note bearing the forged, pre-engineered signature of Mr. Green and absent of the special markings placed on the back of each note page in 2007 at settlement.

Facts, evidence, and documents in the record to show Shellpoint et al did not and could not legally own anything related to Mr. Green's home.

A. A *2011* affidavit from Wells Fargo stating, in no uncertain terms, that Wells Fargo *did not* own the loan and that the owner in 2001 was Fannie Mae. See Appendix #15

B. A *2012* recorded recission of assignment made specifically and sworn under penalty of perjury certifying that the 2012 Wells Fargo "Assignment" was made in error and was "assigned" by mistake. This is the same "assignment" used by all trust entities, including Shellpoint et al, to (fraudulently) proclaim they possessed a *2012 Wells Fargo "blank endorsed" mortgage note* and thus ownership of the home. If Wells Fargo affirmed in 2011 that they did not own the note, and then affirmed that again in 2012 in the recission of assignment affidavit, and Mr. Green possessed the original mortgage notes marked cancelled, then it would be an impossibility for Shellpoint or anyone except Mr. Green to have legal possession of the home. See Appendix #21.

C. Not one but two undated note allonges (kept from the courts in bad faith to further the fraud scheme) specially signed in late 2013 or early 2014 to the order of a trust entity named CMLTI (Citibank). This proves that the Shellpoint et al fraud note was not in fact "blank endorsed" by Wells Fargo as they fraudulently proclaimed, but was specially signed without recourse to CMLTI and that the Shellpoint note would have needed to be "blank endorsed" by CMLTI not Wells Fargo. This is blatant real estate fraud right in front of this courts face. See Appendix #19.

D. Recorded "assignment" to REMIC Trust CMLTI corresponding with the note allonge. See Appendix #20.

Shellpoint, et al, falsely states that it possessed a Wells Fargo 2012 $417K "blank endorsed" mortgage note as proof of its "ownership."

64. In October 2014, Wells Fargo swore, filed, and recorded an official rescission of their fraudulent 2012 $417K "blank endorsed" mortgage note as an error, stating in their rescission document to wit:

"*Now therefore, the undersigned hereby states, that the Assignment of Deed of Trust was executed in error, and that said Deed of Trust has not been assigned, and that said Assignment of Deed of Trust is hereby withdrawn, cancelled and declared of no force or effect; and that the lien of said Deed of Trust on the property described herein shall be unaffected by such erroneous Assignment of Deed of Trust.* "

65. In 2019, the fraudulent note was allegedly sold again to Shellpoint et al, who in turn filed their equally fraudulent proof of claim in Mr. Green's 2019 Chapter 13 bankruptcy petition, bringing us to this appeal and this certiorari petition to this court. However, if Wells Fargo denies ownership and rescinds the very "assignment" all fifteen (15) subsequent "assignments" since 2013, including Shellpoint, et al, relied upon to claim "ownership," then all "assignments after that rescission were all null and void. You can only transfer real estate rights that the prior owner had. If the prior owner had no rights, then no rights can be "assigned." When you add to this the note allonges that were specially signed (without recourse) to a trust entity named CMLTI in January 2014, making the subject note (fraud or not) not blank endorsed by Wells Fargo. In this case the note would have to have been signed "in blank" by CMLTI not Wells Fargo. See *Com. Law §3-203(b)*; 6B Lary Lawrence, Anderson on the *Uniform Commercial Code § 3-203:5R (3d ed. 2003)*. "*A transfer vests in the transferee only the rights enjoyed by the transferor, which may include the right to enforce the instrument. Com. Law. §3-203(a)-(b).*"

66. Additionally, it would have been a physical and legal impossibility for anyone to have negotiated the sale/transfer of a mortgage note in 2019 when Mr. Green possessed both of his original notes marked cancelled in March 2012. Herein lies the fraud. Had Mr. Green been afforded a trial as Judge Chuang ordered in June of 2020, all of these facts would have been proven on the merits in Mr. Green's favor. He was specifically and deliberately disallowed that trial by the Bankruptcy Court, despite being directly ordered to do so by the District Court. This was not just mere error, it represents willful misconduct by a public official.

In Maryland, the provisions of Anderson v Burson and the Universal Commercial Code must be followed but were not

67. As the Maryland Supreme Court (formerly named Court of Appeals) in *Anderson v. Burson*

stated, "Additionally, given the chain-of-possession document quagmire exemplified by this case, fairness dictates that the mortgagee produce the necessary proof, when the matter is put at issue properly." 196 Md. App., 9 A.3d 870 (2010), *aff'd* 424 Md. 232, 35 A.3d 452. The Court went on to say "a person not identified in a note who is seeking to enforce it as the owner or holder must prove the transfer by which he acquired the note;" that "If there are multiple prior transfers, the transferee must prove each prior transfer;" and, that "Even a single break in the transaction chain can be fatal to a transferee's claim of holder status." *Id.* Thus, the claimants must account for every transfer from C & F Mortgage to PROF-2014-S2 Legal Title Trust II by U.S. Bank National Association as Legal Title Trustee and/or any other entity to now claims "ownership" to avoid dismissal of this action. Shellpoint et al cannot and did not produce this required evidence of their unbroken chain of ownership nor any receipts of such, thus the illegal and fraudulent proof of claim sale must be reversed and this fraudulent foreclosure action must be dismissed as a matter of law.

68. Not only have I proven that I own my home, I have also proven that the claimants never did. These sworn affidavits by Wells Fargo themselves denying ownership, both under penalty of perjury, disabuses claimants of their fraudulent claims of ownership of my wholly owned home. What rationale would the court use to not abide by *Anderson v Burson* in this case? This fraudulent note has been passed around fifteen times since my family have been terrorized by these pretender lenders beginning in 2013. If ***"fairness dictates that the mortgagee produce the necessary proof...."*** In what manner has fairness been granted to me in this case. Not one time has the claimants ***produced the necessary proof*** and I have surely ***put the matter at issue properly***. Yet, my citation of Anderson is always summarily ignored by the courts without detailing why it was ignored and/or would not apply in *this* case as well? I don't understand? Plaintiff's have not, and cannot provide the necessary proof because they do not have it. If they did, they would have produced it to the courts years ago. Instead, they fight any and all attempts to produce through discovery any forms of proof as outlined in Anderson and

the many other cases and statutes cited....why?

69. If Maryland law dictates: MD Code, Real Property, *§ 7-103 (a), § 7-103 (b), § 3-105*):

"a certificate of satisfaction is significant and is presumed to be the truth and is proof positive that a prior loan has been satisfied and released back to the borrower, in what manner is this statute not applied to me? I've produced a lien release letter, a certificate of lien satisfaction, and the original mortgage notes marked cancelled which are all of the necessary documents needed for a homeowner to conclusively prove his sole home ownership.

70. Mr. Green disputes, in the strongest terms possible, the alleged creditor's proof of chain of title submitted with their false proof of claim form. In addition, the Federal Rule of Bankruptcy Procedures, Maryland law, the *Federal Universal Commercial Code* ("UCC"), as well as pertinent Maryland case law (See *Anderson v Burson*), Mr. Green properly demands that these alleged creditors of a so-called "secured property" listed in the bankruptcy, show that they have rights under what they claim is a $417K, Wells Fargo "blank endorsed" mortgage note pursuant to *MD Rule 14-207(b)(3)*. See also *Anderson v Burson*. As stated in *Anderson*:

*"when put at issue properly, a reputed transferee in possession of an unindorsed mortgage note has the burden to establish its rights under that note—especially in instances where the mortgagor requests an injunction to foreclose enforcement by the possessor based on such a defense. Maryland Rule **14-207(b)(3)** requires a mortgagee to produce a copy of the note. Thereafter, the Maryland Commercial Law Article takes over and, as discussed below, requires a person in possession of an unindorsed mortgage note to prove that note's prior transfer history (as opposed to a holder, whom the Commercial Code presumes is entitled to payment under **§3-308(a)**). Additionally, given the chain-of-possession document quagmire exemplified by this case, fairness dictates that the mortgagee produce the necessary proof, when that matter is put at issue properly."*

"Maryland Code, Commercial Law § 3-308(a) *(2011) provides:*

In an action with respect to an instrument, the authenticity of, and authority to make, each signature on the instrument is admitted unless specifically denied in the pleadings. If the validity of a signature is

denied in the pleadings, the burden of establishing validity is on the person claiming validity, but the signature is presumed to be authentic and authorized unless the action is to enforce the liability of the purported signer and the signer is dead or incompetent at the time of trial of the issue of validity of the signature. If an action to enforce the instrument is brought against a person as the undisclosed principal of a person who signed the instrument as a party to the instrument, the plaintiff has the burden of establishing that the defendant is liable on the instrument as a represented person under ***§ 3-402 (a)****."* This issue must be analyzed in light of *Maryland's Commercial Law*, which the Court Appeals reviewed

in *Anderson* as follows:"

"*The Maryland Code, Commercial Law Article governs a negotiable promissory note that is secured by a deed of trust. Silver Spring Title Co. v. Chadwick, 213 Md. 178, 181, 131 A.2d 489, 490 (1957); LeBrun v. Prosise, 197 Md. 466, 474-75, 79 A.2d 543 (1951); Md. Code Ann., Com. Law §9-203(g) & cmt. 9 (LexisNexis 2002). The deed of trust cannot be transferred like a mortgage; rather, the corresponding note may be transferred, and carries with it the security provided by the deed of trust. LeBrun, 197 Md. at 474, 79 A.2d at 548. Therefore, we analyze the parties' dispute here in light of the Commercial Law Article. Whether a negotiable instrument, such as a deed of trust note, is transferred or negotiated dictates the enforcement rights of the note transferee. A transfer has two requirements: the transferor (any person that transfers the note, except the issuer) must intend to vest in the transferee the right to enforce the instrument (thieves and accidental transferees are excluded) and must deliver the instrument so the transferee receives actual or constructive possession. Com. Law §3-203(b); 6B Lary Lawrence, Anderson on the Uniform Commercial Code § 3-203:5R (3d ed. 2003). A transfer vests in the transferee only the rights enjoyed by the transferor, which may include the right to enforce the instrument. Com. Law. §3-203(a)-(b).*"

"*A negotiation, by contrast, occurs when a holder – who is either the named payee of an instrument or the transferee of a negotiated instrument –transfers possession of an instrument, payable to bearer, to another. Com. Law §3-201(a)-(b) & cmt. 1. A negotiation of an instrument payable to an identified person, however, requires the holder to transfer possession and indorse the instrument, i.e., negotiate the instrument. Id. Importantly, only a holder may negotiate an instrument. Com. Law §3-203 cmt. 1. Thus, a recipient of a transferred instrument is a transferee, but a recipient of a negotiated instrument is a holder. With that distinction in mind, Commercial Law §3-301 explains that a person entitled to enforce a negotiable instrument may be either of three varieties: "(i) the holder of the instrument, (ii) a nonholder in possession of the instrument who has the rights of a holder [i.e., a transferee] or (iii) a person not in possession of the instrument who is entitled to enforce pursuant to §3-309 . . . .*"

§3-309 of the Commercial Law Article, which provides:

(a) A person not in possession of an instrument is entitled to enforce the instrument if (i) the person was in possession of the instrument and entitled to enforce it when loss of possession occurred, (ii) the loss of possession was not the result of a transfer by the person or a lawful seizure, and (iii) the person cannot reasonably obtain possession of the instrument because the instrument was destroyed, its whereabouts cannot be determined, or it is in the wrongful possession of an unknown person or a person that cannot be found or is not amendable to service of process.

(b) ***A person seeking enforcement of an instrument under subsection (a) must prove the terms of the instrument and the person's right to enforce the instrument****. If that proof is made, §3-308 applies to the*

case as if the person seeking enforcement had produced the instrument. The court may not enter judgment in favor of the person seeking enforcement unless it finds that the person required to pay the instrument is adequately protected against loss that might occur by reason of a claim by another person to enforce the instrument. Adequate protection may be provided by any reasonable means. Md. Code (2002 Repl. Vol., 2009 Cum. Supp.), §3-309 of the Commercial Law Article"

71. Despite these well established laws, legal principle, and statutes governing the transfer and/or assignment of "blank endorsed" mortgage notes, all lower courts chose (again) to flout the law, constitution and fundamental fairness, by choosing to flagrantly ignore the required provisions of *Anderson v Burson* and the *UCC*, and thereby facilitating the illegal dispossession of Mr. Green's family home causing catastrophic loss, injury and irreparable harm.

There exists a split in the application (or lack thereof) with the Maryland Supreme Court and the lower federal courts with respect to *Anderson v Burson*.

72. Anderson v Burson is the law in Maryland when dealing with "blank endorsed" mortgage notes and mortgage backed securities. This (case) law is binding precedent and lays out the rules, and steps courts must take when deciding and/or evaluating these types of cases. The lower courts choose to ignore this binding precedent then set about to issue opinions that are in direct conflict with the provisions decided in *Anderson*, thus creating a reviewable conflict in the law giving rise to certiorari to this court.

73. There is also conflict between the District Court and the Fourth Circuit. The law in this case was set out by Judge Chuang in his order of remand back to the Bankruptcy Court to conduct further proceedings concerning real estate fraud. The law of this case was deliberately not followed by the lower courts. The Fourth Circuits affirmation of this error *without* issuing a memorandum of opinion or conclusions of law creates further conflict warranting the grant of certiorari from the U.S. Supreme Court.

There exists a District and Circuit Court split in the application of *Stinnie v Holcomb*, *Turner v Rogers* with respect to Mr. Green's suspended/revoked driver's license and federal passport.

REASONS FOR GRANTING THE PETITION

74. American citizens are literally having their homes and land stolen from them by fraudulent means. The DoJ lists title fraud as one of the fastest growing crimes in America. These crimes are having a devasting effect on people's lives as well as the economy. As this court knows, the real estate market is a key market indicator. If there is no confidence in this market, no confidence in the "American dream" that an individual can purchase a home and be secure in that dream from illegal dispossession of their property. The lower courts completely disregard these principals as well as the U.S. Constitution. They do so in the hope and knowledge that dispossessed homeowner will just accept the illegal behavior with the especially a pro se litigant, who cannot afford a competent attorney.

75. Should a homeowner dare to challenge as Mr. Green has, he is punished for doing so, sanctions with enormous fines/fees, and barred from the judicial process altogether. If allowed, litigants are thrown into the abyss of the appeal system feeling confident that the U.S. Supreme Court will never grant a certiorari petition to a pro se litigant. The lower court routinely and systematically defy binding precedent and direct prior orders/decisions from the Supreme Cour with impunity. This court must step in to protect the property rights of its citizens, the integrity of the court and maintain confidence in the judicial system. Otherwise, there is rampant injustice, loss of generational wealth through theft/fraud, and judicial/societal anarchy. This court should take on this case to protect the property rights of the people as mandated by the U.S. Constitution.

76. Though Maryland, and the Federal Courts violates the Due Process Clause of the 14th Amendment and refuses to hear this fraud case despite being specifically ordered to do so, the same

"Fraud Upon the Court" has, likely, also occurred in Land Records in the other forty nine states. Mortgage and title fraud is occurring at alarming rates across the country and has been occurring historically and disproportionately to disadvantaged citizens for over a century.

77. A review of many recent foreclosure cases in U.S. District Courts, has *not* found another foreclosure case which 1) describes this type of fraud; 2) where the evidence of fraud is as straightforward and direct as this case, and where the home owner (Mr. Green) has all of the legal documents to prove he was the sole owner of his family home in posing a signed and recorded certificate of lien satisfaction, a March 2012 letter of lien satisfaction both signed by the original mortgage holder and certified the lien as fully released, and where Mr. Green possessed the original mortgage notes also since March 2012.

78. As a result of the fraudulent and felonious actions by the banks through the equally dubious mortgage backed securities fraud schemes that destroyed the nation's economy, Mr. Green has been illegally deprived of his real property and suffered irreparable and catastrophic harm as a result. Isn't Mr. Green, as every citizen affected by this fraud, entitled to Due Process under the law?

79. The lower Court's silence on the questions presented emboldens the banks and REMIC trust entities to continue to defraud American homeowners and commit felonies against the Land Records across this nation with an improper (legal) assumption that if a bank says it owns a property, it owns it and there is noting a homeowner can do about it. Any bank and/or REMIC trust can simply record an "assignment" and/or another deed, forge signatures, as was done in this case, and proclaim they own a home they do not in fact own. This is allowed to be done with impunity despite being explicitly prohibited by both Maryland and Federal, laws. The courts are not asking any questions, and are not requiring banks and/or REMIC Trusts to prove or show how they acquired these mortgage notes, or provide the required

receipts for a legal financial negotiation of "blank endorsed" mortgage notes, even when challenged and even when the court is presented with direct evidence of the fraud by producing certificates of lien satisfaction. Even when the courts are ordered to conduct proceedings for reals estate fraud by a higher court, the lower court knowingly disobey a direct order of a higher court. This is occurring nationwide and homeowners are not being allowed fair opportunities to present their cases, facts, and evidence, denying due process nationwide.

80. August 2014 the U.S. Justice Department reached a record breaking 17+ billion dollar settlement with Bank of America, N.A. as well as a multi-billion dollar settlement against Wells Fargo. Though a large number, for the banks, it is simply a cost of doing business. However, the individual homeowner has been left with little recourse and virtually no relief in bringing action against the banks to protect their property rights.

81. Does signing a Deed of Trust relinquish one's 14th Amendment right to Due Process under the law? Such a conclusion would surely change the landscape of home ownership in America.

82. The U.S. Supreme must take on this case to protect property owners and establish clear rules courts shall be required to follow in these circumstances and for clear rules for the filing of deeds and "assignments" in the recorded offices nationwide. I am hoping that this court will look past my legal novice status and obvious beginner's writings and look to the substance of these arguments and the issue of real estate fraud in America.

CONCLUSION

Real estate fraud and title theft is a national problem with national implications

83. Mr. Green can and has proven that he owned his home outright and that he had definitive colorable claims against Shellpoint et al, and the PGOCS. He has proven that his claims were not "frivolous" and that Judge Messitte's claims of such were arbitrary, capricious, and without merit. Mr. Green is being treated unfairly and was trying desperately to save his family home from theft through fraud. *Maryland Rule 8-131(c)* provides that when an action has been tried without a jury, the appellate court will review the case on both the law and the evidence. The trial court's decision must be reversed if it was not legally correct. See *Heat & Power Corp. v. Air Products & Chemicals, Inc., 320 Md. 584, 591 (1990)*. The clearly erroneous standard for appellate review does not apply to determinations of legal questions or conclusions of law, as in this case there were no hearings or factual findings.

84. Certiorari should be granted for this Petition, so the Court can restore homeowners' constitutional rights and the Land Records across the country can be corrected.

85. The motions and papers set forth facts under oath supporting Mr. Green's claims and assertions which would have required the lower courts to grant his claims for relief. At a trial, Mr. Green would have had the opportunity to present additional evidence in support of his claim. By denying the motions without granting him a trial as ordered by the District Court, the lower courts denied Mr. Green's due process and his day in court as required by law and order. As a result, I am requesting this court accept this petition for certiorari and review of the above referenced appeals, based upon the law, facts, and evidence. Thanks for your consideration.

WHEREFORE, Petitioner, Daryl Green respectfully requests that this Honorable Supreme Court:

A. Vacate the Bankruptcy Courts 9-20-2021 order of dismissal;
B. Reinstate the bankruptcy matter;
C. Reinstate the automatic stay protection as if it were never removed;
D. Invalidate the illegal sale of the home while under bankruptcy protection;
E. Grant quiet title to Daryl Green based upon the recorded certificate of satisfaction and pursuant to Maryland law;

F. Lift stays and/or reinstate all adversary complaints filed in the Bankruptcy Court;
G. Vacate the District Courts order of sanctions including all fines;
H. Grant leave to file federal litigation against all claimants and the Motor Vehicle Administration;
I. Restore the Maryland Driver's license and federal passport of Daryl Green as if they were never suspended/revoked without any additional fees or requirements;
J. Sanction claimant Shellpoint et al and its counsel PC Orlans pursuant FRCP Rule 11 and/or any other applicable rules for filing a knowingly false proof of claim against the home of Daryl Green with the intent to deceive the courts and commit real estate fraud;
K. Sanction the lower courts for ignoring a direct order from the District Court regarding Judge Chuang's mandate dated 6-25-2020 to proceed with real estate fraud proceedings;
L. Issue detailed memorandum of opinions and conclusions of law detailing how the court resolved all questions and how case citations did or did not apply in this case;
M. Any other ruling in Mr. Green's favor this court deemed fair and just;

Respectfully Submitted,

11-20-2023
Date

Signature

Daryl A. Green,
Petitioner, pro se

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via US Mail this 20th day of November, 2023 to:

Mary Colleen Murphy, Special Counsel, PGOCS
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Signature