[DO NOT PUBLISH]

In the
United States Court of Appeals
For the Eleventh Circuit

No. 21-10398
Non-Argument Calendar

CHRISTOPHER M. HUNT, SR.,

Plaintiff-Appellant,

versus

NATIONSTAR MORTGAGE,
DEUTSCHE BANK NATIONAL TRUST COMPANY,
JAY BRAY,
CEO Nationstar,
CHRISTIAN SEWING,
CEO Deutsche,
ALBERTELLI LAW, et al.,

Defendants-Appellees.

Appeal from the United States District Court
for the Northern District of Georgia
D.C. Docket No. 1:20-cv-02359-TWT

(Filed May 27, 2022)

Before ROSENBAUM, GRANT, and MARCUS, Circuit Judges.

PER CURIAM:

Christopher M. Hunt, Sr., proceeding *pro se*, appeals following the district court's dismissal of his civil complaint arising out of his 2006 purchase of residential property located in Atlanta, Georgia (the "Property"). Hunt purchased the Property using proceeds from a loan that he eventually defaulted on, which prompted Nationstar Mortgage, LLC ("Nationstar"), then servicer of the loan, to seek a non-judicial foreclosure on the Property. After filing or being named in a variety of related lawsuits,[1] Hunt filed the instant *pro se* complaint in Georgia state court in June 2020 and named as defendants Nationstar, the Deutsche Bank National Trust Companies ("Deutsche Bank"), and Jay Bray, the CEO of Nationstar. He alleged that they had committed, *inter alia*, mortgage fraud and wrongful foreclosure in violation of federal laws, including the Sarbanes-Oxley Act and the Dodd-Frank Act.[2] The district court denied a variety of preliminary motions filed by Hunt; dismissed, without prejudice, the complaint as to defendant Bray for failure to effect proper service; and dismissed, with prejudice, the complaint as to

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[1] *See, e.g.*, *Hunt v. Nationstar Mortg., LLC*, 684 F. App'x 938 (11th Cir. 2017) (unpublished) ("*Hunt I*"); *Hunt v. Nationstar Mortg., LLC*, 779 F. App'x 669 (11th Cir. 2019) (unpublished); *Hunt v. Nationstar Mortg.*, LLC, 782 F. App'x 762 (11th Cir. 2019) (unpublished); *Deutsche Bank Tr. Co. Am., as Tr. for Fifteen Piedmont Ctr. v. Hunt*, 783 F. App'x 998 (11th Cir. 2019) (unpublished).

[2] Sarbanes-Oxley Act of 2002, Pub. L. No. 107-204, 116 Stat. 745 (hereinafter "Sarbanes-Oxley Act"), and the Dodd-Frank Wall Street Reform and Consumer Protection Act, Pub. L. No. 111-203, 124 Stat. 1376 (2010) (hereinafter "Dodd-Frank Act").

Deutsche Bank and Nationstar, because it was a "shotgun" pleading, was barred by *res judicata*, and failed to state a claim upon which relief could be granted.[3] After thorough review, we affirm.

I.

Whether a court has subject-matter jurisdiction, including removal jurisdiction, is a question of law that we review *de novo*. *See McGee v. Sentinel Offender Servs., LLC*, 719 F.3d 1236, 1241 (11th Cir. 2013). We also review *de novo* a denial of a motion to remand to state court. *Conn. State Dental Ass'n v. Anthem Health Plans*, 591 F.3d 1337, 1343 (11th Cir. 2009).

A district court's decision regarding the indispensability of a party is reviewed for abuse of discretion. *United States v. Rigel Ships Agencies, Inc.*, 432 F.3d 1282, 1291 (11th Cir. 2005). We will disturb a district court's refusal to change venue only for a clear abuse of discretion. *Robinson v. Giarmarco & Bill, P.C.*, 74 F.3d 253, 255 (11th Cir. 1996). We also review the district court's denial of a motion for recusal for abuse of discretion. *Jenkins v. Anton*, 922 F.3d 1257, 1271 (11th Cir. 2019).

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[3] Hunt also named Christian Sewing, the Chief Executive Officer ("CEO") of Deutsche Bank, as a defendant, but he later voluntarily dismissed him. And after filing the complaint, Hunt sought to add yet another defendant, the Albertelli Law Firm ("Albertelli Law"). Bray, Sewing and Albertelli Law have not filed any briefs on appeal.

We review a district court's grant of a motion to dismiss for insufficient service of process, under Rule 12(b)(5), by applying a *de novo* standard to questions of law, and a clear error standard to the court's findings of fact. *Albra v. Advan, Inc.*, 490 F.3d 826, 829 (11th Cir. 2007). But when a party fails to object to a magistrate judge's findings or recommendations in a report and recommendation, he "waives the right to challenge on appeal the district court's order based on unobjected-to factual and legal conclusions." 11th Cir. R. 3-1. Under the circumstances, we review a claim on appeal only "for plain error," if "necessary in the interests of justice." *Id.*

We review the dismissal of a "shotgun" pleading under Rule 8 for abuse of discretion. *Vibe Micro, Inc. v. Shabanets*, 878 F.3d 1291, 1294 (11th Cir. 2018). When appropriate, we will review a district court's dismissal for failure to state a claim under Rule 12(b)(6) *de novo*. *Am. United Life Ins. Co. v. Martinez*, 480 F.3d 1043, 1056–57 (11th Cir. 2007). We will also review a dismissal based on *res judicata de novo*. *Jang v. United Techs. Corp.*, 206 F.3d 1147, 1149 (11th Cir. 2000). We review *de novo* a district court's conclusions on collateral estoppel, but review its legal conclusion that an issue was actually litigated in a prior action for clear error. *Richardson v. Miller*, 101 F.3d 665, 667–68 (11th Cir. 1996).

While *pro se* pleadings are liberally construed, issues not briefed on appeal are normally forfeited and we will generally not consider them. *Timson v. Sampson*, 518 F.3d 870, 874 (11th Cir. 2008). An

appellant can abandon a claim by: (1) making only passing reference to it; (2) raising it in a perfunctory manner without supporting arguments and authority; (3) referring to it only in the "statement of the case" or "summary of the argument"; or (4) referring to the issue as mere background to the appellant's main arguments. *Sapuppo v. Allstate Floridian Ins. Co.*, 739 F.3d 678, 681–82 (11th Cir. 2014). In addition, if a district court's order rested on two or more independent, alternative grounds, the appellant must challenge all of the grounds to succeed on appeal. *See id.* at 680. When an appellant fails to challenge on appeal one of the grounds on which the district court based its judgment, he is deemed to have abandoned any challenge of that ground, and it follows that the judgment is due to be affirmed. *See id.*

II.

Liberally construed, Hunt's brief on appeal seeks to challenge the district court's decisions: (1) denying remand of his case to state court and denying his request to file an amended complaint adding another defendant, Albertelli Law; (2) denying his request to transfer the case; (3) denying his request to disqualify the judge; (4) dismissing, without prejudice, his complaint as to defendant Bray for failure to effect proper service; and (5) dismissing his complaint, with prejudice, as to Deutsche Bank and Nationstar. To be sure, Hunt's arguments about these decisions by the district court are not clearly stated. But even if we were to

assume that he has preserved his arguments on appeal, they fail on the merits.

First, we are unpersuaded by Hunt's arguments that the district court should have allowed him to file an amended complaint to add another party to the suit, which would have deprived the federal court of jurisdiction, and should have remanded the case to state court. Federal courts have diversity-of-citizenship jurisdiction when the parties are citizens of different states and the amount in controversy exceeds $75,000. 28 U.S.C. § 1332(a)(1). A corporation is a citizen of every state where it was incorporated and the one state in which it has its principal place of business. *Daimler AG v. Bauman*, 571 U.S. 117, 133, 137 (2014); 28 U.S.C. § 1332(c)(1). A defendant may remove any civil action brought in a state court to a federal district court that has original jurisdiction over the action. 28 U.S.C. § 1441(a). The removing party bears the burden of proving that removal jurisdiction exists. *McGee*, 719 F.3d at 1241.

Here, the district court did not err in denying Hunt's motion to remand. As we've held in a previous appeal, his motion was based on his belated and fraudulent attempts to join Albertelli Law, in an effort to defeat the district court's diversity jurisdiction. *See Hunt I*, 684 F. App'x. at 942-44. However, Hunt asserted federal claims in his complaint, so the district court had jurisdiction in any event. 28 U.S.C. § 1441(a). Accordingly, the district court correctly denied Hunt's requests to remand the case and acted within its

discretion to deny joinder. *Rigel Ships Agencies, Inc.*, 432 F.3d at 1291.

We also find no merit to Hunt's claims that the district court should have transferred venue of his lawsuit. A district court may transfer a civil action to any other district or division where it may have been brought "for the convenience of the parties and witnesses, and in the interest of justice." *Robinson*, 74 F.3d at 260 (quoting 28 U.S.C. § 1404(a)). But in this case, the district court did not err because Hunt did not provide any cognizable reason for a transfer. It appears that Hunt's transfer request was based on his belief that case law in the United States District Court for the Middle District of Georgia would be more favorable to him – which is not a legitimate reason for transfer. *See* 28 U.S.C. § 1404(a).

Similarly, we reject Hunt's argument that the district court judge should have recused himself. A judge must *sua sponte* recuse himself "in any proceeding in which his impartiality might reasonably be questioned" or "[w]here he has a personal bias or prejudice concerning a party." 28 U.S.C. § 455(a), (b)(1). "The test is whether an objective, disinterested, lay observer fully informed of the facts underlying the grounds on which recusal was sought would entertain a significant doubt about the judge's impartiality." *Parker v. Connors Steel Co.*, 855 F.2d 1510, 1524 (11th Cir. 1988). "Ordinarily, a judge's rulings in the same or a related case may not serve as the basis for a recusal motion." *McWhorter v. City of Birmingham*, 906 F.2d 674, 678 (11th Cir. 1990). "The judge's bias must be personal

and extrajudicial; it must derive from something other than that which the judge learned by participating in the case." *Id.* "The exception to this rule is when a judge's remarks in a judicial context demonstrate such pervasive bias and prejudice that it constitutes bias against a party. Mere friction . . . however, is not enough to demonstrate pervasive bias." *Thomas v. Tenneco Packaging Co.*, 293 F.3d 1306, 1329 (11th Cir. 2002) (quotation marks omitted).

As the record before us makes clear, no "objective, disinterested, lay observer fully informed of the facts underlying" these circumstances "would entertain a significant doubt about the judge's impartiality." *Parker*, 855 F.2d at 1524. Accordingly, the district court did not abuse its discretion in denying Hunt's request for recusal or disqualification.

Nor do we find any merit to Hunt's argument that the district court erred in dismissing the complaint against defendant Bray for lack of proper service. When a federal court is considering the sufficiency of process after removal, it does so by looking to the state law governing process. *See Usatorres v. Marina Mercante Nicaraguenses, S.A.*, 768 F.2d 1285, 1286 n.1 (11th Cir. 1985). Georgia law provides that service made "outside the state" of Georgia is to be done "in the same manner as service is made within the state." O.C.G.A. § 9-10-94. Under Georgia law, service on natural persons is to be made "personally, or by leaving copies thereof at the defendant's dwelling house or usual place of abode with some person of suitable age and discretion then residing therein, or by delivering a

copy of the summons and complaint to an agent authorized . . . to receive service of process." O.C.G.A. § 9-11-4(e)(7).

Notably, Hunt does not dispute these proposed findings set forth by the magistrate judge's Report and Recommendation ("R&R"), that Hunt: (1) mailed service to Bray; and (2) completed "corporate service" on Deutsche Bank, which Hunt asserted was also effective to serve Bray. 11th Cir. R. 3-1. But, as the district court determined, Georgia law applied here and required personal service in these circumstances. *Albra*, 490 F.3d at 829; O.C.G.A. § 9-11-4(e)(7). Bray therefore was not properly served under Georgia law, and, for that reason, the district court did not err in dismissing Hunt's suit without prejudice as to Bray.

Finally, we find no error in the district court's denial of injunctive relief and its dismissal of Hunt's complaint against the two remaining defendants, Nationstar and Deutsche Bank. A district court has the inherent authority to control its docket and ensure the prompt resolution of lawsuits, which includes the ability to dismiss a complaint on "shotgun" pleading grounds. *Shabanets*, 878 F.3d at 1295. We have described four types of "shotgun" complaints: (1) those containing multiple counts where each count adopts all allegations of all preceding counts; (2) those replete with conclusory, vague, and immaterial facts not obviously connected to any particular cause of action; (3) those that do not separate each cause of action or claim for relief into different counts; and (4) those asserting multiple claims against multiple defendants without

specifying which of the defendants are responsible for which acts or omissions, or which of the defendants the claim is brought against. *Weiland v. Palm Beach Cnty. Sheriff's Off.*, 792 F.3d 1313, 1321–23 (11th Cir. 2015). "Shotgun" pleadings violate Rule 8, which requires "a short and plain statement of the claim showing that the pleader is entitled to relief," Fed. R. Civ. P. 8(a)(2), by failing to, in one degree or another, give the defendants adequate notice of the claims against them and the grounds upon which each claim rests. *Shabanets*, 878 F.3d at 1294–96.

We generally require district courts to allow a litigant at least one chance to remedy any deficiencies before dismissing the complaint with prejudice, where a more carefully drafted complaint might state a claim. *See id.*; *Silberman v. Miami Dade Transit*, 927 F.3d 1123, 1132 (11th Cir. 2019). But it need not grant leave to amend the complaint when further amendment would be futile. *Silberman*, 927 F.3d at 1133.

Under federal law, *res judicata*, or claim preclusion, bars a subsequent action if "(1) the prior decision was rendered by a court of competent jurisdiction; (2) there was a final judgment on the merits; (3) the parties were identical in both suits; and (4) the prior and present causes of action are the same." *Jang*, 206 F.3d at 1148–49 & n.1 (quotation marks omitted). We have held that "if a case arises out of the same nucleus of operative facts, or is based upon the same factual predicate, as a former action, the two cases are really the same 'claim' or 'cause of action' for purposes of *res judicata*. "*Baloco v. Drummond Co., Inc.*, 767 F.3d 1229,

1247 (11th Cir. 2014) (quotation marks omitted and alterations adopted). "In addition, *res judicata* applies not only to the precise legal theory presented in the prior case, but to all legal theories and claims arising out of the nucleus of operative fact" that could have been raised in the prior case. *Id.* (quotation marks omitted and alterations adopted).

Collateral estoppel, or issue preclusion, "refers to the effect of a judgment in foreclosing relitigation of a matter that has been litigated and decided." *Migra v. Warren City Sch. Dist. Bd. of Educ.*, 465 U.S. 75, 77 n.1 (1984). Thus, "[c]ollateral estoppel is appropriate only when the identical issue has been fully litigated in a prior case." *In re McWhorter*, 887 F.2d 1564, 1567 (11th Cir. 1989) (quotation marks omitted). "The party seeking to invoke collateral estoppel bears the burden of proving that the necessary elements have been satisfied." *Id.* at 1566. "[C]hanges in the law after a final judgment [generally] do not prevent the application of *res judicata* and collateral estoppel, even though the grounds on which the decision was based [may be] subsequently overruled." *Precision Air Parts, Inc. v. Avco Corp.*, 736 F.2d 1499, 1503 (11th Cir. 1984).

To safeguard investors in public companies and restore trust in the financial markets, Congress enacted the Sarbanes-Oxley Act of 2002, 116 Stat. 745. *See* S. Rep. No. 107-146, pp. 2–11 (2002). The Act contains several provisions, including a whistleblower protection provision which prohibits a publicly traded company or its officers from discharging an "employee" for providing information to a supervisory authority

about conduct that the employee "reasonably believes" constitutes a violation of federal laws against mail fraud, wire fraud, bank fraud, securities fraud, any SEC rule or regulation, or any provision of federal law relating to fraud against shareholders. *See* 18 U.S.C. § 1514A(a)(1).

The Dodd-Frank Act whistleblower provision provides protection to individuals who provide "information relating to a violation of the securities laws to the" Securities and Exchange Commission ("SEC"). 15 U.S.C. § 78u-6(a)(6). Thus, "[t]o sue under Dodd-Frank's anti-retaliation provision, a person must first provide information relating to a violation of the securities laws to the [SEC]." *Dig. Realty Trust, Inc. v. Somers*, 138 S. Ct. 767, 772–73 (2018) (quotation marks omitted and alterations adopted).

In his brief on appeal, Hunt does not expressly address the lower court's "shotgun" pleading determination, and, as a result, the district court's dismissal of the complaint is due to be affirmed. *Sapuppo*, 739 F.3d at 681–82. But in any event, the district court did not err in finding that his complaint was a "shotgun" pleading. As the record reflects, the complaint consisted of three numbered paragraphs that spanned paragraphs and pages; failed to isolate claims by defendants; and largely failed to discuss any facts – thereby falling into several of our identified categories of prohibited "shotgun" pleadings. *Weiland*, 792 F.3d at 1321-23.

The district court also was correct that amendment would have been futile. For one, *res judicata* and collateral estoppel barred Hunt's claims for breach of contract and fraud, since Hunt sued the same parties for the same alleged breach of contract and fraud in several prior cases. *See, e.g.*, *Hunt I*, 684 F. App'x at 944.[4] These decisions were final judgments and were "rendered by a court of competent jurisdiction," "on the merits," against the same parties, and "the prior and present causes of action [were] the same." *Jang*, 206 F.3d at 1149.

Moreover, even if some of Hunt's claims had not been explicitly presented in any of his prior cases, they would still be barred by *res judicata* because every claim arose from the same facts as each of his prior cases, and he could have raised them in any of the prior proceedings. *Baloco*, 767 F.3d at 1247. Also, despite Hunt's arguments, there have been no "changes in the law" that would "prevent the application of *res judicata* and collateral estoppel" in this case. *Precision Air Parts*, 736 F.2d at 1503.

In addition, Hunt's claims under the Sarbanes-Oxley Act and Dodd-Frank Act were futile because they fail to state a claim upon which relief could be granted. As the record reflects, Hunt did not allege that he was

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[4] To the extent that Hunt challenges the district court's decisions under Fed. R. Civ. P. 60(b), we conclude that he has not identified any "extraordinary circumstances" entitling him to relief, and the district court did not abuse its discretion in this respect. *Toole v. Baxter Healthcare Corp.*, 235 F.3d 1307, 1316 (11th Cir. 2000) (quotation marks omitted).

an "employee" under the Sarbanes-Oxley Act, nor that he "provide[d] information relating to a violation of the securities laws to the [SEC]" as required under the Dodd-Frank Act. *Somers*, 138 S. Ct. at 772–74. Accordingly, Hunt did not state a cause of action under these statutes, and we affirm.

AFFIRMED.[5]

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[5] All of Hunt's pending motions, which he filed after we imposed a filing restriction on him, are DENIED to the extent they request any relief.

For their part, Nationstar and Deutsche Bank have filed renewed motions for sanctions, requesting monetary sanctions against Hunt for his numerous motions before this Court under 11th Cir. R. 27-4. Hunt is *pro se* and we DENY the motions for sanctions at this time. *See Woods v. I.R.S.*, 3 F.3d 403, 404 (11th Cir. 1993) ("There can be no doubt that this is a frivolous appeal and we would not hesitate to order sanctions if appellant had been represented by counsel. However, since this suit was filed *pro se*, we conclude that sanctions would be inappropriate."). Although we are reluctant to impose sanctions on *pro se* appellants, we warn Hunt that our Court has imposed sanctions in circumstances like these, even for *pro se* litigants, and he is strongly cautioned against bringing any further frivolous motions or claims. *See Ricket v. United States*, 773 F.2d 1214, 1216 (11th Cir. 1985) (imposing sanctions on a *pro se* appellant who had been warned by the district court that the issues on appeal were frivolous).

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

No. 21-10398-JJ

CHRISTOPHER M. HUNT, SR.,

Plaintiff-Appellant,

versus

NATIONSTAR MORTGAGE,
DEUTSCHE BANK NATIONAL
TRUST COMPANY,
JAY BRAY,
CEO Nationstar,
CHRISTIAN SEWING,
CEO Deutsche,
ALBERTELLI LAW, et., al,

Defendants-Appellees.

Appeal from the United States District Court
for the Northern District of Georgia

(Filed Dec. 22, 2022)

Before: ROSENBAUM, GRANT, and MARCUS, Circuit Judges.

BY THE COURT:

Appellant's "Emergency Motion to Reopen Case for Relief per Writ of Error Rule 59(e)(1-4) with Vacate Due to Fraud on Court 60(b)(1-6) with Moiton [sic] to Recall the Mandate" and his supplement to the motion, are DENIED.

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

No. 21-10398-JJ

CHRISTOPHER M. HUNT, SR.,

Plaintiff - Appellant,

versus

NATIONSTAR MORTGAGE,
DEUTSCHE BANK NATIONAL
TRUST COMPANY,
JAY BRAY,
CEO Nationstar,
CHRISTIAN SEWING,
CEO Deutsche,
ALBERTELLI LAW, et., al,

Defendants - Appellees.

Appeal from the United States District Court
for the Northern District of Georgia

(Filed Nov. 10, 2022)

ORDER:

The motion of Appellant, Christopher M. Hunt, Sr., for stay of the issuance of the mandate pending petition for writ of certiorari is DENIED.

DAVID J. SMITH
Clerk of the United States Court of
Appeals for the Eleventh Circuit

ENTERED FOR THE COURT - BY DIRECTION

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

CHRISTOPHER M. HUNT, Plaintiff, v. NATIONSTAR MORTGAGE, LLC; DEUTSCHE BANK NATIONAL TRUST COMPANIES; and JAY BRAY, Nationstar CEO; Defendants.	CIVIL ACTION FILE NO. 1 :20-cv-02359-TWT-LTW

MAGISTRATE JUDGE'S ORDER AND FINAL REPORT AND RECOMMENDATION

(Filed Jan. 13, 2021)

This matter is before the Court on a Motion to Dismiss ([Doc. 5]) filed by Defendants Nationstar Mortgage, LLC ("Nationstar"), Deutsche Bank National Trust Companies ("Deutsche Bank"), and Jay Bray ("Defendants").[6] Also pending before the Court are several miscellaneous motions filed by Plaintiff. [Docs. 44, 48]. For the following reasons, the undersigned **RECOMMENDS** that Defendants' Motion to Dismiss

[6] The undersigned refers to these parties as "Defendants" because they are the only proper Defendants still in this action. Plaintiff tried to file an Amended Complaint adding another entity—Albertelli Law—as a defendant, but as will be discussed below Albertelli Law is not now, nor has it ever been, a proper party in this case.

be **GRANTED** and that Plaintiff's Motions be **DENIED**.

BACKGROUND

This case is the latest in a series of lawsuits—stretching back nearly six years—filed by Plaintiff against Nationstar and Deutsche Bank. See, e.g., Hunt v. Nationstar Mortg., LLC, 779 F. App'x 669 (11th Cir. 2019). On August 29, 2014, Plaintiff filed a complaint and an emergency motion for temporary restraining order or preliminary injunction in the Superior Court of DeKalb County. See Hunt v. Nationstar Mortg., LLC, 1:14-cv-03649-RWS-AJB ("Hunt I"), [Doc. 35, p. 2] (N.D. Ga. July 27, 2015).[7] That case, Hunt I, was removed to this Court on November 12, 2014, and on July 27, 2015, now-Chief Magistrate Judge Alan Baverman issued a Report and Recommendation ("R&R") recommending that Plaintiff's complaint be dismissed with prejudice as against Nationstar and Deutsche Bank. Id.

In Hunt I, Plaintiff brought claims for fraud, dual tracking, breach of contract and injunctive relief. See Hunt I, [Doc. 1-1]. Plaintiff obtained a mortgage on October 3, 2006, and defaulted shortly thereafter, having made "three months [of] escalating" payments. See [id.

[7] The Court can "take notice of another court's order" to recognize "the 'judicial act' that the order represents or the subject matter of the litigation." United States v. Jones, 29 F.3d 1549, 1553 (11th Cir. 1994). Here, the Court takes notice of the filings in Plaintiff's other litigation for the limited purpose of determining what issues/claims were raised in those cases.

at 4]; see also [id. at 17]. According to Plaintiff, his original lender committed "fraud in contract" by telling him his interest rate would not increase for one year. [Id. at 4-5]. Plaintiff never actually explains what Nationstar or Deutsche Bank allegedly did. It appears that sometime after December 2010, Nationstar began to service Plaintiff's mortgage and allegedly refused to modify the loan due to "bureaucratic technicalities of [the] making home affordable program" or HAMP. See [id. at 2-3] see also [id. Exh. A-4, D-1]. Because the alleged misrepresentations by Plaintiff's lender occurred nearly eight years prior to Plaintiff filing Hunt I, Judge Baverman recommended that Plaintiff's fraud and breach of contract claims be dismissed as barred by the respective statutes of limitations. Hunt I, [Doc. 35 at 2932].

After District Judge Richard Story overruled Plaintiff's objections to the R&R and entered a final judgment in Hunt I, dismissing the case with prejudice, Plaintiff filed a barrage of Motions for Reconsideration and "Objections." See Hunt I, [Docs. 39, 41, 43, 44, 63, 64, 69]. Plaintiff also appealed to the Eleventh Circuit twice, and twice the Eleventh Circuit affirmed the decisions of this Court, dismissing Plaintiff's claims with prejudice and denying Plaintiff's litany of post-judgment motions. See Hunt v. Nationstar Mortg., LLC, 684 F. App'x 938 (11th Cir. 2017); Hunt, 779 F. App'x at 669-73.

Undeterred, Plaintiff filed another suit against Deutsche Bank in the Superior Court of DeKalb County on or about April 2, 2018 (the "DeKalb Superior

Court Case"). [Doc. 5-3]. This time, Plaintiff tried arguing the transfer of his loan "was obviously done illegally/improperly" because his prior mortgage company had "already breached [the] contract." [Id. at 3]. According to Plaintiff, Deutsche Bank should have sued the prior mortgage company instead of trying "to enforce a bad contract and foreclose." [Id.]. Plaintiff also contended Deutsche Bank and Nationstar "are not authorized to do business in Georgia," and that they allegedly "conspired to defiantly act in contempt of Superior court and District Court orders." [Id. at 4-5]. The Superior Court granted a Motion to Dismiss, holding both that Plaintiff failed to state any claims as a matter of law and that his claims against Deutsche Bank were barred by res judicata and collateral estoppel. [Doc. 5-2].

In the present case, Plaintiff brings claims against Nationstar, Deutsche Bank, and Jay Bray as Chief Executive Officer ("CEO") of Nationstar. See [Doc. 1-2].[8] Plaintiff's purported claims are for "First Breach of Contract" and "Interstate Banking and Accounting Fraud." [Id. at 1]. Plaintiff's Complaint contains few factual allegations but appears to argue his monthly payments increased due to "Mortgagees" committing "fraud in contract," which he "immediately and continually objected to." See [id. at 4]. After he made "three . . . escalating payments under protest," Plaintiff sent "the contractually correct payment amount," and

[8] Plaintiff previously named another Defendant—Christian Sewing as CEO of Deutsche Bank—but has since voluntarily dismissed Mr. Sewing. [Doc. 43].

"Mortgagees" then "chose to try to illegally foreclose." [Id.]. As for his "fraud" claim, Plaintiff asserts he "is a 'whistle blower' of federal banking violations," contending "Mortgagees should have sued the previous mortgage company" instead of foreclosing and that they foreclosed based on a "known bad loan with improperly inflated value of illegally increased mortgage payments due." [Id. at 4-5] (emphasis omitted). Plaintiff seeks $10,000,000 in damages for his claims. [Id. at 5].

LEGAL ANALYSIS

A. Plaintiff's Motions

As an initial matter, the Court addresses the various "motions" filed by Plaintiff. The first motion the Court will address is not a motion *per se* but is instead styled as an "Application for Retroactive Stay of Magistrate Judge's Orders." [Doc. 48]. Even to the extent the Court construes this filing as a motion, it would be inappropriate because parties are supposed to "file *objections* to [a magistrate judge's] order." Fed. R. Civ. P. 72(a) (emphasis added). Plaintiff *did* file objections to the undersigned's orders and report and recommendation. [Doc. 47]. Plaintiff does not get to take a second bite at the apple by also filing for a "stay" of the same orders. In any event, Plaintiff's "motion" seeking a stay is moot because Chief District Judge Thomas W. Thrash, Jr. has already ruled on Plaintiff's objections. [Docs. 52, 53].[9]

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[9] Plaintiff did ultimately take a second—or perhaps third or fourth—bite at the apple by filing motions for reconsideration

In addressing Plaintiff's other motion, a bit of background is in order. On June 9, 2020, Defendants filed a Motion to Dismiss, which will be discussed below. [Doc. 5]. A full fifty-nine days later, Plaintiff purported to file an amended complaint adding Albertelli Law as a defendant. [Doc. 36]. As the Court has already explained, that purported "amended complaint" was void *ab initio* because "Plaintiff had no legal basis for filing an amended complaint." [Doc. 41 at 2] (citing Fed. R. Civ. P. 15). Plaintiff was not allowed to file an amended complaint as of right, he did not receive consent from Defendants to file an amended complaint, and he did not seek or receive leave from the Court to file an amended complaint. Thus, Plaintiff had no right to file an amended complaint, and the Court struck the document as being a legal nullity. [Id.].

Even though Albertelli Law is not now, and has never been, a proper party to this case, Plaintiff filed a "Motion for Judgment on Notice of Default" against Albertelli Law filed on August 17, 2020. [Doc. 44]. As Albertelli Law correctly notes in its response, because "the amended complaint attempting to join [Albertelli Law] was stricken, [Albertelli Law] cannot be in default." [Doc. 51 at 4]. Plaintiff failed to offer any argument in reply to support his initial "Motion for Judgment on Notice of Default" against Albertelli Law, and instead decided to just file another "Motion for

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after his objections were overruled. [Docs. 59, 60]. Those motions were denied, rendering Plaintiff's request for a stay moot. [Doc. 78].

Judgment on Notice of Default" nearly two months after Albertelli Law's response. [Doc. 70].

A moving party is permitted to "file a reply brief . . . not later than fourteen (14) days after the service of the responsive pleading." N.D. Ga. Loc. R. 7.1(C). Although not styled as a "reply" in support of the initial motion, Plaintiff cannot do indirectly what he could not do directly. Thus, to the extent Plaintiff raises additional arguments regarding a supposed default by Albertelli Law in conjunction with this second "Motion for Judgment on Notice of Default," those arguments violate N.D. Ga. Loc. R. 7.1(C). Even if the Court were to consider Plaintiff's additional arguments regarding Albertelli Law's purported default, they are meritless.[10]

Plaintiff asserts Albertelli Law's "fatally flawed defenses raised against [d]efault are foolish already appealed and objected to errors so not applicable."

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[10] The second motion for default judgment has already been denied due to Plaintiff's failure to post a frivolity bond as ordered by the Court. [Doc. 81]. Fortunately for Plaintiff, the argument he raises in support of the motion are frivolous. In addition to Plaintiff's arguments regarding Albertelli Law discussed below, Plaintiff also sought judgment against Defendant Bray in the second motion for default judgment. That argument is equally meritless because Defendant Bray joined in the Motion to Dismiss. [Doc. 5 at 3-4]. Thus, Bray did not fail "to plead or otherwise defend" in response to the Complaint and has never been in default. [Doc. 5]; see also Fed. R. Civ. P. 55(a); Abdullah v. City of Jacksonville, 242 F. App'x 661, 663 (11th Cir. 2007) ("Moreover, Abdullah was not entitled to a default judgment because, although the defendant did not file an answer to his amended complaint, they filed a motion to dismiss . . . setting forth all of their affirmative defenses.").

[Doc. 73 at 3]. Plaintiff seems to understand that Albertelli Law does raise valid defenses to Plaintiff's request for default judgment—namely, the fact that it is not a party to this case. The mere fact that Plaintiff "appealed and objected to" the Court's rulings does not mean he is right. As discussed above, Plaintiff's objections were overruled and his reiteration of those same arguments in various motions for reconsideration were denied. [Docs. 52, 53, 78]. Plaintiff filed multiple Notices of Appeal to the Eleventh Circuit ([Docs. 16, 54]), but unless and until the Eleventh Circuit reverses, the fact remains that Plaintiff's purported amended complaint has been stricken. Plaintiff conveniently and studiously ignores the fact that his amended complaint was stricken, and nowhere does he explain how he allegedly complied with Fed. R. Civ. P. 15 when he attempted to amend his complaint. [Doc. 73]. Albertelli Law is not a party to this case, and as such it cannot possibly be in default. Fed. R. Civ. P. 55(a) ("When *a party* against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise, the clerk must enter *the party's* default.") (emphasis added).

Plaintiff's reply in support of his second "Motion for Judgment on Notice of Default" also includes a request that the Court to compel "Albertelli [Law] to answer the rhetorical known affirmative answer questions *[sic.]* the that *[sic.]* [Defendants] in their own filing stated they were unethically and improperly not answering because they delt *[sic.]* with Albertelli [Law]

(their instructed employee bad acting debt collector who has lost/settled three federal lawsuits as such in courts with good judges) then as per previously filed transfer this case out of [the Northern District of Georgia] into [the Middle District of Georgia] who know how to apply law." [Id. at 3]. To the extent that Plaintiff is requesting that the Court compel Albertelli [Law] to answer questions and transfer this case to another district, both of those requests are frivolous.

As the Court has already explained to Plaintiff, he cannot compel anyone to answer anything because discovery has not begun. See [Doc. 41 at 3] (citing N.D. Ga. Loc. R. 26.2(A)). Discovery has not begun since the last time the Court ruled on one of Plaintiff's frivolous motions to compel, and thus he still cannot compel answers to his "rhetorical known affirmative answer questions."

Likewise, Plaintiff's request that this case be transferred to the Middle District of Georgia is also frivolous. The property at issue is located in "Dekalb County, Atlanta, GA." [Doc. 1-2, ¶1]. See 28 U.S.C. § 1391(b)(2) (providing that venue is proper in the district where "a substantial part of property that is the subject of the action is situated"). Notably, Plaintiff fails to cite *any* legal authority in support of his request that this case be transferred. See [Doc. 73]. By his own admission, Plaintiff is only requesting a transfer because he wants to go judge shopping. See [id. at 3] (requesting a transfer because judges in the Middle

District of Georgia "know how to apply law").[11] Plaintiff offers no valid reason why this case should be transferred, and as such his request should be denied.

The Court has already explained to Plaintiff that "a filing is frivolous when it is 'clearly baseless' or relies on legal theories that are 'indisputably meritless.'" [Doc. 41 at 7] (quoting Carroll v. Gross, 984 F.2d 392, 393 (11th Cir. 1993)). Plaintiff's latest bevy of miscellaneous motions are the very kind of frivolous filings the Court has railed against. See [Docs. 41, 53]. Plaintiff's Motions lack any basis in law or fact, and as such the undersigned **RECOMMENDS** that Plaintiff's Motions ([Docs. 44, 48]) be **DENIED**.

B. The Motion to Dismiss

In the Motion to Dismiss, Defendants argue Defendant Bray was not properly served ([Doc. 5-1 at 3-4]), the Complaint is a shotgun pleading ([id. at 6-8]), Plaintiff's claims are barred by res judicata ([id. at 12-15]), and Plaintiff fails to state a claim as a matter of law ([id. at 8-11, 15-17]). The Court addresses each of these arguments in turn.

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[11] As will be discussed below, Plaintiff's breach of contract claim is barred by the statute of limitations. Plaintiff wants this case to be transferred to the Middle District of Georgia because he places misplaced reliance on an unpublished, nonbinding case from that district where the defendant "put forth no argument for why the Court should not find that the security deed is a sealed instrument." Malone v. Fed. Home Loan Mortg. Corp., No. 1:14-CV-193 (WLS), 2016 WL 2766644, at *4 (M.D. Ga. May 12, 2016).

1. Service on Defendant Bray

Defendants first argue Defendant Bray has not been properly served. [Doc. 5-1 at 3-4].[12] Because Plaintiff attempted to serve Defendant Bray before this case was removed, the Court looks to Georgia law to determine whether service of process was sufficient. See Usatorres v. Marina Mercante Nicaraguenses, S.A., 768 F.2d 1285, 1286 n.1 (11th Cir. 1985) ("A federal court may consider the sufficiency of process after removal and does so by looking to the state law governing process."). Service made "outside the state" of Georgia is to be done "in the same manner as service is made within the state." O.C.G.A. § 9-10-94. Georgia law, in turn, provides that service on natural persons is to be made "personally, or by leaving copies thereof at the defendant's dwelling house or usual place of abode with some person of suitable age and discretion then residing therein, or by delivering a copy of the summons and complaint to an agent authorized by appointment or by law to receive service of process." O.C.G.A. § 9-11-4(e)(7).

Defendant Bray argues he was not properly served because Plaintiff indicated "he mailed process to Mr. Bray," which does not constitute proper service under Georgia law. [Doc. 5-1 at 4]; see also Dorman v. Simpson, 893 F. Supp. 1073, 1080 (N.D. Ga. 1995) (holding service was deficient under federal, Georgia, and New

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[12] Defendants also argue Christian Sewing was not properly served, but Mr. Sewing has since been voluntarily dismissed by Plaintiff and thus the issue is moot. [Doc. 5-1 at 3-4]; [Doc. 46].

York law where the plaintiff mailed process to an individual defendant).[13] "Where a defendant challenges service of process, the plaintiff bears the burden of establishing its validity." Fitzpatrick v. Bank of New York Mellon, 580 F. App'x 690, 694 (11th Cir. 2014).

In his response to the Motion to Dismiss,[14] Plaintiff's only argument regarding service is that "[s]ervice not required *[sic]* as Deutsche has already subjected itself to courts by filing." [Doc. 8 at 5]. This argument is without merit for numerous reasons. First, Defendant Bray does not work for Deutsche Bank. Second, even if Defendant Bray worked for Deutsche Bank, the fact that the *company* waived the defense of insufficient service of process has nothing to do with whether *Defendant Bray* waived the defense. The third and most important point is that Defendant Bray *did* raise the defense. [Doc. 5-1 at 3-4]. Because Defendant Bray

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[13] Plaintiff also provided purported "Proof of Service," asserting that Defendant Bray was served via "Corporate" service by delivering the complaint and summons to an individual named "Scott Higgins," who is allegedly "authorized to accept [service] for the named business." See [Doc. 1-4 at 12]; [Doc. 8 at 18]. There is no suggestion Defendant Bray was served personally or at his "dwelling house or usual place of abode." See O.C.G.A. § 9-11-4(e)(7). And Plaintiff has failed to argue or demonstrate that Scott Higgins, or anyone else, is authorized to accept service on behalf of Defendant Bray *individually*. See [Docs. 8, 9].

[14] Plaintiff filed an additional response to the Motion to Dismiss "with further proof" and a "Response" to Defendant's reply brief. [Docs. 9, 28]. Plaintiff did not receive permission from the Court to amend his response or to file a surreply, and as such neither of these documents will be considered to the extent that they raise additional arguments and offer additional evidence regarding the Motion to Dismiss.

properly raised the defense of insufficient service of process in his Rule 12 Motion, Defendant Bray has not waived the defense. See Fed. R. Civ. P. 12(h)(1). Plaintiff offers no other argument that he properly served Defendant Bray, and thus Plaintiff has not met his burden of establishing the validity of the service on Defendant Bray. See [Doc. 8 at 5]; see also Fitzpatrick, 580 F. App'x at 694. Accordingly, Plaintiff's claims against Defendant Bray should be **DISMISSED without prejudice**.

2. Shotgun Pleading

Defendants' next argument is that Plaintiff's Complaint is a shotgun pleading. [Doc. 5-1 at 6-8]. In his response, Plaintiff never addresses this argument. [Doc. 8]. Defendants are correct that Plaintiff's Complaint is a shotgun pleading that violates the Federal Rules of Civil Procedure in a myriad of ways. For example, Rule 10(b) requires that Plaintiff state his claims "in numbered paragraphs, each limited as far as practicable to a single set of circumstances." Fed. R. Civ. P. 10(b). Rather than do this, Plaintiff's Complaint contains just three numbered paragraphs, each of which is several paragraphs, if not several pages, long. [Doc. 1-2 at 2-6]. The numbered paragraphs are not limited "to a single set of circumstances." Even setting aside this fatal flaw, Plaintiff's Complaint is a shotgun pleading.

One of the most egregious types of shotgun pleadings occurs when a plaintiff brings "multiple claims

against multiple defendants without specifying which of the defendants are responsible for which acts or omissions, or which of the defendants the claim is brought against." Weiland v. Palm Beach Cty. Sheriff's Office, 792 F.3d 1313,1323 (11th Cir. 2015). That is exactly what Plaintiff does here. Plaintiff named four Defendants in the Complaint—two individuals and two corporations—but he simply refers to all of the Defendants as "Mortgagees" throughout the Complaint. See [Doc. 5-1 at 3-6]. For example, Plaintiff argues "Defendants" committed the "first breach" of the mortgage contract. [Id. at 3]. Unless Plaintiff is contending that he has a personal contractual relationship with Defendant Bray—personally, as an individual—then Plaintiff cannot show that Defendant Bray breached any contract with Plaintiff. The rest of Plaintiff's Complaint fairs little better.

Most of the Complaint is Plaintiff's interpretation of various cases or statutes. [Id. at 3-6]. As will be discussed more below, there is little discussion of any actual facts, and certainly no clear explanation of who allegedly did what and when. As such, Plaintiff's Complaint is a quintessential shotgun pleading. See Weiland, 792 F.3d at 1323 (holding that the "unifying characteristic of all types of shotgun pleadings is that they fail to one degree or another, and in one way or another, to give the defendants adequate notice of the claims against them and the grounds upon which each claim rests"). The question then becomes, should Plaintiff be allowed to replead?

If the only issue with the Complaint was that it is a shotgun pleading, then the Court would be required "to sua sponte allow [Plaintiff] one chance to remedy such deficiencies." Vibe Micro, Inc. v. Shabanets, 878 F.3d 1291, 1295 (11th Cir. 2018). And in general, a pro se "plaintiff must be given at least one chance to amend the complaint before the district court dismisses the action with prejudice." Silberman v. Miami Dade Transit, 927 F.3d 1123, 1132 (11th Cir. 2019) (quoting Woldeab v. Dekalb Cty. Bd. of Educ., 885 F.3d 1289, 1291 (11th Cir. 2018)). "This rule applies even when the plaintiff does not seek leave to amend the complaint. . . ." Woldeab, 885 F.3d at 1291. But the court need not grant leave to amend "if a more carefully drafted complaint could not state a claim," *i.e.* if "further amendment would be 'futile.'" Silberman, 927 F.3d at 1132 (quoting Bank v. Pitt, 928 F.2d 1108, 1112 (11th Cir. 1991) and Woldeab, 885 F.3d at 1291). "Leave to amend a complaint is futile when the complaint as amended would still be properly dismissed. . . ." Cockrell v. Sparks, 510 F.3d 1307, 1310 (11th Cir. 2007). As will be discussed below, Plaintiff need not be granted leave to amend because any amendment would be futile.

3. Res Judicata

As mentioned above, this is not Plaintiff's first case. Nor is it Plaintiff's second, third, or fourth. Plaintiff has filed at least three prior lawsuits against Nationstar and/or Deutsche Bank, a countersuit against

them, and this lawsuit. [Doc. 1, at 3-4].[15] As Plaintiff freely admits, "[t]his case directly relates to all previous orders and [the] foreclosure." See [Doc. 10, at 5-6]. The law is clear: Plaintiff cannot relitigate "issues and claims already decided by a competent court." Cmty. State Bank v. Strong, 651 F.3d 1241, 1263 (11th Cir. 2011). Res judicata bars both "repetitious suits involving the same cause of action" and "the re-adjudication of the same issue, where the issue was actually litigated and decided in the previous adjudication, even if [the issue arose] in the context of a different cause of action." Id. at 1263-64.

Whether the doctrine applies in the case at bar is determined under Georgia's principles of res judicata because Hunt I was decided by a federal court exercising diversity jurisdiction and the DeKalb Superior Court case was decided by a Georgia court. See CSX Trans., Inc. v. Gen. Mills, Inc., 846 F.3d 1333, 1338 (11th Cir. 2017); see also Hunt I, [Doc. 1]. Georgia law prevents litigation "between the same parties and their privies as to all matters put in issue or which under the rules of law might have been put in issue" in a prior case that was decided on the merits by a court of competent jurisdiction. O.C.G.A. § 9-12-40; see also James v. Intown Ventures, LLC, 290 Ga. 813, 816 (2012). Here, all the elements are present, and thus res judicata bars Plaintiff's present suit.

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[15] This does not include other lawsuits between Plaintiff and the prior servicer(s) of his mortgage. See, e.g., [Doc. 5-3, at 3] (referencing "the case of *Ocwen [v.] Hunt*" filed in DeKalb Superior Court).

Throughout this case, Plaintiff has repeatedly asserted that "no cases were ruled on" and that the prior cases were all "[d]ismissed without prejudice." See [Doc. 28 at 3]. Plaintiff's assertion is false. The last sentence of the final order in the DeKalb Superior Court Case reads, "Plaintiff's Complaint is **DISMISSED WITH PREJUDICE**." [Doc. 5-2 at 13] (emphasis in original). Likewise, in Hunt I, a panel of the Eleventh Circuit explicitly held "the district court did not err in dismissing Hunt's complaint **with prejudice**." 684 F. App'x at 944 (emphasis added). Both cases were dismissed with prejudice. "A dismissal with prejudice operates as an adjudication on the merits. It is a final disposition. It bars the right to bring another action on the same claim or cause." Marchman & Sons, Inc. v. Nelson, 251 Ga. 475, 477, 306 S.E.2d 290, 293 (1983) (emphasis omitted).

Next, the Court must decide whether the prior cases were decided by "a court of competent jurisdiction." See O.C.G.A. § 9-12-40. While Plaintiff challenged the authority of this Court to have decided Hunt I, his arguments were meritless. See Hunt, 684 F. App'x at 942. And Plaintiff offers no suggestion that the DeKalb Superior Court was without jurisdiction to decide the case before it. Indeed, Plaintiff insists that jurisdiction should lie in DeKalb County Superior Court. See [Doc. 10]. Thus, both cases were decided on the merits by courts of competent jurisdiction.

Next, Hunt I, the DeKalb Superior Court case, and this case all involve "the same parties," albeit in slightly different configurations. Both Deutsche Bank

and Nationstar were defendants in Hunt I, and Plaintiff was obviously the plaintiff in that case. 684 F. App'x at 940. Deutsche Bank was sued by Plaintiff again, based on substantially the same claims, in the DeKalb Superior Court case. [Doc. 5-2].

Last, this case involves "matters put in issue or which under the rules of law might have been put in issue." O.C.G.A. § 9-12-40. In Hunt I, Plaintiff brought "claims regarding the defendants' foreclosure on Hunt's home," including a claim "for breach of contract." 684 F. App'x at 940, 944. As such, Plaintiff cannot now bring a "First Breach" claim arguing that Deutsche Bank and Nationstar had no authority to foreclose because they allegedly breached the mortgage agreement first. See [Doc. 12 at 3-5]. This should not come as a surprise to Plaintiff. The DeKalb Superior Court already explained to Plaintiff that his claims attempting "to obstruct or unwind the nonjudicial foreclosure" are barred by res judicata. See [Doc. 5-2]. Plaintiff's "First Breach" claim is clearly barred by res judicata as against Deutsche Bank and Nationstar. See O.C.G.A. § 9-12-40; see also James, 290 Ga. at 816.

Similarly, Plaintiff's nebulous claim(s) for "interstate mortgage fraud and [violations of] banking accounting laws" are also barred by res judicata because they are based on the allegedly wrongful "foreclosure of known bad loan with improperly inflated value of illegally increased mortgage payments." See [Doc. 1-2 at 5-6] (emphasis omitted). In Hunt I, Plaintiff brought a claim for "fraud" based on the fact that "the interest rate and payments [on his mortgage] were increased

drastically." Hunt I, [Doc. 1-1 at 5]. Although Plaintiff did not explicitly mention the specific statutes he discusses in the present Complaint, res judicata bars any claim that "under the rules of law might have been put in issue" in the prior litigation. O.C.G.A. § 9-1240. If Plaintiff wished to argue that the allegedly illegal increase in his mortgage payments resulted in "interstate mortgage fraud and [violations of] banking accounting laws," he needed to bring the claim in Hunt I. Plaintiff's attempt to bring the claim(s) now fails as a matter of law because such a claim is barred by res judicata as against Deutsche Bank and Nationstar. Even if Plaintiff's claims were not barred by res judicata, they would be futile as a matter of law.

4. Failure to State a Claim

"Generally, actions on written contracts are governed by the six-year period of limitations of O.C.G.A. § 9-3-24." McCalla v. Stuckey, 233 Ga. App. 397, 398, 504 S.E.2d 269, 270 (1998). The very evidence Plaintiff offers in support of his claim demonstrates that the alleged "breach" occurred in February 2007, at the latest, when a company that is not a party to this suit increased the amount of Plaintiff's mortgage payments. [Doc. 9 at 25]. Thus, Plaintiff should have brought a claim for an alleged breach of contract by early 2013. This should not be a surprise to Plaintiff. Years ago, a panel of the Eleventh Circuit explained to Plaintiff that his "claim[] for breach of contract . . . [is] time-barred because the limitations period for [that] claim[] ha[s] run." Hunt, 684 F. App'x at 944. Trying to avoid

this conclusion, Plaintiff argues his mortgage contract was under seal, because "contracts under seal are governed by [a] 20-year period of limitations." See [Doc. 1-2 at 4]; see also McCalla, 233 Ga. App. at 398.

Plaintiff's argument falls short. In addition to being barred by res judicata, as discussed above, Plaintiff's breach of contract claim fails due to collateral estoppel. "The doctrine of collateral estoppel applies when an issue of fact or law is actually litigated, is determined by a valid judgment, and that determination is essential to the judgment." Fleming v. Fleming, 246 Ga. App. 69, 70, 539 S.E.2d 563, 565 (2000). In Hunt I, the entire basis for the dismissal of the breach of contract claim was the fact that Plaintiff's complaint was filed "after the breach of contract limitations period ran." See Hunt I, [Doc. 35 at 32]; [Doc. 39]; see also Hunt, 684 F. App'x at 944 (holding the Court properly dismissed the complaint with prejudice because Plaintiff's "claim[] for breach of contract . . . [was] time-barred"). The issue was "actually litigated" and "essential to the [Court's valid] judgment" and as such Plaintiff is barred from relitigating whether his breach of contract claim is barred by the statute of limitations. See Fleming, 246 Ga. App. at 70. This Court is in no position to overturn the Eleventh Circuit's prior decision on this issue—allowing Plaintiff to amend his breach of contract claim would be futile.

Plaintiff's other claim is for alleged "Interstate Banking and Accounting Violations." [Doc. 1-2 at 5-6]. It is unclear what statutes Plaintiff alleged were violated, but he mentions two. The first, the

Sarbanes–Oxley Act of 2002,116 Stat. 745 (Sarbanes-Oxley), creates "protections for *employees* at risk of retaliation for reporting corporate misconduct. Digital Realty Tr., Inc. v. Somers, 138 S. Ct. 767,773 (2018) (emphasis added). But Plaintiff never alleges or even suggests he was an employee of any Defendant. See [Doc. 1-2 at 5-6]. The second statute is the 2010 Dodd-Frank Wall Street Reform and Consumer Protection Act, 124 Stat. 1376 ("Dodd-Frank"). [Doc. 1-2 at 6]. Plaintiff alleges he "is a 'whistle blower' ([Doc. 1-2 at 6]), but Dodd-Frank restricts "whistleblower" protections to individuals who provide "information relating to a violation of the securities laws to the [Securities and Exchange] Commission [("SEC")]." 15 U.S.C. § 78u-6(a)(6). The Supreme Court has made clear that Dodd-Frank's whistleblower protections do not "extend to an individual who has not reported a violation of the securities laws to the SEC." Somers, 138 S. Ct. at 772. As such, Plaintiff fails to state a claim under either statute.

Ordinarily, the Court would consider letting Plaintiff replead these claims.[16] But as discussed above, the claims are barred by res judicata. In addition to that issue, Plaintiff has admitted that he has no standing to bring a claim under either statute. Plaintiff concedes he "never claimed damages" in conjunction with the alleged "interstate fraud and accounting violations," and instead simply "was proving seriousness of state

[16] It is unclear if Plaintiff intended to bring claims under Sarbanes-Oxley or Dodd-Frank. Plaintiff contends that his Complaint has "only one breach of contract" claim. See [Doc. 28 at 5].

crimes *[sic]*." [Doc. 8 at 2]. In order to meet "the irreducible constitutional minimum of standing," Plaintiff "must have suffered an 'injury in fact.'" Lujan v. Defs. of Wildlife, 504 U.S. 555,560 (1992). As Plaintiff admits, he personally did not suffer any damages due to any alleged violation of Sarbanes-Oxley or Dodd-Frank. See [Doc. 8 at 2]. Thus, Plaintiff has no standing to bring claims under either of those statutes and allowing him an opportunity to amend would be futile.

CONCLUSION

Based on the foregoing reasons, the undersigned **RECOMMENDS** that Plaintiff's Motions ([Docs. 44, 48]) be **DENIED**, and that Defendants' Motion to Dismiss ([Doc. 5]) be **GRANTED**. Specifically, the undersigned RECOMMENDS that this action be **DISMISSED without prejudice** as to Defendant Bray—due to improper service—and that the action be **DISMISSED with prejudice** as to Defendants Nationstar and Deutsche Bank, as explained above.

As a final matter, the undersigned notes that the Court ordered Plaintiff to post a $2,000 frivolity bond, which he has not done. [Docs. 53, 63]. If this action is dismissed, the issue will be moot. However, Plaintiff's incessant efforts to relitigate issues decided over five years ago in Hunt I warrant additional restrictions. As discussed above, another Court has already explained to Plaintiff that his claims are barred by res judicata. See [Doc. 5-2]. Nevertheless, Plaintiff filed this suit raising the exact same issues. If that were not enough,

Plaintiff has filed no fewer than a dozen frivolous motions in this case, several of which he filed in direct defiance of the Court's order that he post a frivolity bond. See [Docs. 8, 9, 10, 11, 15, 32, 39, 44, 48, 59, 60, 70, 74]; see also [Doc. 81].

Due to Plaintiff's repeated misconduct, the undersigned **RECOMMENDS** that he be **ORDERED** to post a $2,000 cash or corporate surety bond at the time he files any future suit against Defendants Nationstar and/or Deutsche Bank involving this same property. See Matthew v. Country Wide Home Loans, 1:07-CV-1465-TWT, 2007 WL 4373125, at *1 (N.D. Ga. Dec. 11, 2007) (ordering the plaintiff "to post a $10,000.00 cash or corporate surety bond at the time of filing any further removal of state court dispossessory actions involving this same property sufficient to cover an award of attorneys' fees and sanctions"). The undersigned further RECOMMENDS that, if an action between Plaintiff and Defendants Nationstar and/or Deutsche Bank involving this property is removed to this Court from State court, Plaintiff be **ORDERED** to post a $2,000 cash or corporate surety bond within 30 days of removal. The bond in any such case will be used to cover an award of attorneys' fees and sanctions, if warranted. See Matthew, 2007 WL 4373125, at * 1. If Plaintiff fails to post the bond, any future suit between Plaintiff and Defendants Nationstar and/or Deutsche Bank involving this property should be dismissed without prejudice.

As this is a final Report and Recommendation and there are no other matters pending before the Court,

the Clerk is directed to terminate the reference to the undersigned.

SO ORDERED AND REPORTED AND RECOMMENDED, this 13 day of January, 2021.

/s/ Linda T. Walker
LINDA T. WALKER
UNITED STATES MAGISTRATE JUDGE

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

No. 21-10398-JJ

CHRISTOPHER M. HUNT, SR.,

Plaintiff - Appellant,

versus

NATIONSTAR MORTGAGE,
DEUTSCHE BANK NATIONAL
TRUST COMPANY,
JAY BRAY,
CEO Nationstar,
CHRISTIAN SEWING,
CEO Deutsche,
ALBERTELLI LAW, et., al,

Defendants - Appellees.

Appeal from the United States District Court
for the Northern District of Georgia

ON PETITION(S) FOR REHEARING AND PETITION(S) FOR REHEARING EN BANC

(Filed Oct. 19, 2022)

BEFORE: ROSENBAUM, GRANT, and MARCUS, Circuit Judges.

PER CURIAM:

The Petition for Rehearing En Banc is DENIED, no judge in regular active service on the Court having requested that the Court be polled on rehearing en banc. (FRAP 35) The Petition for Panel Rehearing is also denied. (FRAP 40)

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

CHRISTOPHER M. HUNT, SR.	§	
Plaintiff	§	**CIVIL ACTION NO. 1:20-cv-02359-TWT**
V.	§	
NATIONSTAR MORTGAGE, DEUTSCHE BANK NATIONAL TRUST COMPANY JAY BRAY CEO NATIONSTAR THE ALBERTELLI FIRM, PC	§	**DeKalb Case: 20v3778**
Defendants	§	

EXTRAORDINARY MOTION TO RECONSIDER ORDER PER NEW EVIDENCE

COMES NOW Plaintiff, Pro Se (solely due inability to access $200,000+ home equity illegally and contemptuously stolen by Defendants and COVID-19 pandemic), hereinafter "Homeowner" before this honorable Court and this **EXTRAORDINARY MOTION TO RECONSIDER ORDER PER NEW EVIDENCE** and avers:

1.
NEW EVIDENCE IN LAST FILING
CROSSED ORDER IN MAIL

Homeowner received the December 10th Order Exhibit A only after the mailing of new evidence the Court had not seen in his filing:

PLAINTIFF'S NOTICE OF FILING NATIONSTAR ORDERED TO PAY $90MILLION FOR ILLEGAL ACTS

NOW per that filing's Exhibit A (again herein Exhibit B as evidence for Extraordinary Motion NEW EVIDENCE) Court's erroneous December 10th Order that did not list even one of requested specific reasons to overcome all the Homeowner's law, precedent cited cases, instant case history, etc. instead just slandered Homeowner "completely without merit" is erroneous as the "fourth lawsuit". Truth is Homeowner filed first lawsuit that State court properly granted. TRO and Mortgagees defaulted but prevailed solely via proven fraud on the courts, the others matters state granted a second TRO and cases were only in federal court via improper removals and were appeals for proven illegal actions and foreclosure by Mortgagees per all fifty states attorney generals *-Hellooooooo?* third highest court in the land (Exhibit B!) done in contempt of federal courts orders and jurisdiction, and Homeowner filed instant case court ordered new lawsuit instructing Homeowner to serve another lawsuit due to Mortgagees fraud on the courts concerning their default to proven proper Secretary of state and Texas Law certified mail and forwarding of lawsuit by their in state attorneys! Homeowner complies to file new lawsuit and service as courts wanted but was previously impossible per their own employees on sheriff affidavit, is now first time ever slandered "frivolous" and "litigious" and "completely without merit". Per Canons and previous filings referenced the federal judge who resigned

in disgust of federal courts with main reason was prejudiced mistreatment of pro se litigants, please provide superior law, etc. so citizen keep confidence in courts, otherwise this Court

* * *

UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

CHRISTOPHER M. HUNT, SR.	§	
Plaintiff/Appellant	§	**CIVIL ACTION NO.**
	§	**20-12310-J,**
V.	§	**20-13439J, 21-10262**
NATIONSTAR MORTGAGE,	§	**DCNG**
DEUTSCHE BANK	§	**1:20-cv-02359-**
NATIONAL TRUST COMPANY	§	**TWT-LTW**
JAY BRAY CEO NATIONSTAR	§	**DeKalb Case:**
THE ALBERTELLI FIRM, PC	§	**20v3778**
	§	
Defendants/Appellees	§	

APPELLANT'S EMERGENCY MOTION TO RECONSIDER DENIAL OF TRO WITH EVIDENCE MORTGAGEES INDUCING DCNG PREJUDICE AND EXTREME ERROR VIOLATION RULE 72 WITH NOTICE INTEND TO APPEAL TO U. S. SUPREME COURT

Appellant, forced against desires to be pro se due to illegal and contemptuous temporary theft of his home and business with $200,000 equity, hereinafter "Homeowner" comes before this Court and avers:

1.

COURT HAS JURISDICTION OF PLAINTIFF CASE BUT DEFENDANTS NEVER HAD STANDING PER MALONE

1. PLEASE COMBINE ALL THESE APPEALS. It is crazy complicated when this case is sooooo simple

fact of law per recent rulings in *Malone*, etc., so per O.C.G.A§ First Breach of Contract the Mortgagees never had any standing in any court to try to enforce any part of their breached contract until they cured breach. Homeowner has cited but DCNG is ignoring. The Mortgagees are inciting prejudice and extreme error in courts proven by Exhibit A filing of DCNG showing the Dismissal Order in blatant violation of Rule 72. Once again in this Court the Mortgagees resort to calling 100% leally right Homeowner names and slandering his filings while in violation of condor to tribunal refuses to disclose truth they so incite and compromise DCNG that judge violates Rule 72 while in conflict of courts and law! Request the Georgia State Attorney General and FBI to investigate Mortgagees for violations of Sarbanes-Oxley Act and Dodd-Frank Wall Street Reform.

2.

RECONSIDER DENIAL OF TRO

Please, honorable second highest Court in the land, reconsider the denial of TRO in light of perfect example of Exhibit A filing from DCNG that shows the prejudiced extreme errors incited by the Mortgagees slander, misuse of law, violations of candor to the tribunal whether federal courts rule 1 and/or Georgia 3.3, etc. that caused there to even be a need for what will be the third properly granted TRO because of the white-collar criminals proven in C-I-P.

Please grant the TRO in light of following questions:

1. Court in questions of jurisdiction correctly stated case law that a TRO only holds the status quo of case. The denial does the antithesis and enables these

* * *

Court . But even then the TRO should be granted to hold because everything is coming into Court. Why in the world would any court allow an eviction when it can finally rule per law and recent cases that avails long overdue justice and saves Homeowner's house?!

4. The DCNG is quoting this Court's non-published ruling that per Objections and other filings, some even into this Court, prove conflict O.C.G.A.§ and *Malone* that statue of limitations is twenty years for SEALED contracts and *Malone* that Court and DCNG have both cited in other cases supporting Homeowner's position. Excuse me, but per Canons for Court not to grant the TRO without any explanation and enable an eviction appears totally corrupt.

IN CONCLUSION Any ruling in conflict with *Malone* first breach O.C.G.A§ and reinforces Mortgagees incited nullity DCNG error order violating Rule 72 of dismissal with prejudice shows collusion of courts to destroy 100% legally right forced pro se Homeowner and many other homeowners per movie The Big Short.

THEREFORE Homeowner prayerfully requests Court:

1. Given Mortgagees incorrigible unethical and contemptuous history and current case status of void ab initio erroneous orders conflicting this Court, please grant the TRO and/or instruct the DCNG to void the Dismissal with Prejudice and to answer in detail all the Objections and apply *Malone* to this case and allow all the Homeowner's filings with law cites and evidence be officially recognized.

* * *

TIMELINE CONTEMPTUOUS, ILLEGAL ACTS BY MORTGAGEES ***EXHIBIT A***

Date MORT = Mortgagee H.O. = Homeowner

MOVIE: THE BIG SHORT

1999	H.O. BUILT HOME AND RAISED CHILDREN, HAS $400,000+ EQUITY, GOOD CREDIT H.O. TIMELY PAID MORTGAGE FOR 6+ YEARS
2005	H.O. REFINANCES HOME TO BUY OUT PARTNER AT START MORT. CAUSED GREAT RECESSION
2005	MORT. BREACHED CONTRACT PER 11TH CIRCUIT RULING, MORT. DOES NOT OBJECT
2005	H.O. FULFILLED SUPREME COURT JESINOSKI v. COUNTRYWIDE H.O. MAILED PROPER PAYMENT, REQUEST CURE BREACH, MORT. RETURNS PAYMENT MORT. INSTEAD COMMITS INTERSTATE & BANKING FRAUD SELLS KNOWN BREACHED LOAN
2006-10	H.O. MAILED EACH 3 MORT.S PROPER PAYMENT, REQUEST CURE BREACH 3 MORT.S VIOLATE LAW NOT CURE BREACH, COMMITT BANK INTERSTATE FRAUD SELLING KNOWN BREACHED BAD MORTGAGE TO EACH OTHER, | INTERSTATE BANK FRAUD!!! MORT. NEVER TRY TO FORECLOSE, JUST GO SILENT.
2010	10cv7429 4TH MORT. AURORA SUES HOMEOWNER TO FILE LOST ORIGINAL

CONTRACT! PROVING BREAK OF TITLE – NONE FRAUD SALES ARE VALID, H.O. PROVE AFFORD SUPERIOR COURT ACKNOWLEDGES IN ORDER HOME-OWNER FILED BREACH AND FRAUD BUT REFUSES TO RULE ON ANYTHING BUT FILING COPY LOST PAPERWORK. H.O. APPEALS

2011 S11A0910 H.O. APPEALS, S.C. CLAIMS NO JURISIDCTION TRANSFERS TO GA APPEALS DENIES

2012 H.O. PREPARES LAWSUIT TO PREVENT WRONGFUL FORECLOSURE DUE BREACH AND FRAUD

2012 CHASE 2ND MORT. SEEING BREACH & FRAUD SETTLES, H.O PAYS OFF 2ND NOTE IN FULL.

2012 AUROA INTERSTATE FRAUD AND VIO-LATES BANKING REGULATIONS SELLS BAD LOAN
IF MORT. AURORA LEGAL RIGHT, WHY NOT FORELCLOSE?! INTER-STATE FRAUD SELLS NOTE!

TIMELINE CONTEMPTUOUS ILLEGAL ACTS BY MORTGAGEES

Date MORT = Mortgagee H.O. = Homeowner
MOVIE: THE BIG SHORT

2014 MORT. NATIONSTAR RETURNS H.O. $, REFUSES TO CURE BREACH, NOT SUE AURORA FRAUD

2014 MORT. DEMANDS FALSE $300+K THEIR BREACH! FIRST MORT. TO ADVERTISE FORECLOSURE

2014 14CV8532 H.O. SUES AND DEKALB PROPERLY GRANTS TRO NO FORECLOSURE

2014 14CV8532 MORT.S 60+ DAYS DEFAULT PROPER SERVICE, ONLY POSSIBLE SERVICE DUE MORT.S PERJURY SOS, OPERATING FRAUD, NO AUTHORITY BUSINSESS GEORGIA

2014 1:14CV03649 DCNG NATIONSTAR ET. AL., FATALLY FLAWED REMOVAL: NO CONSENT, NO CONSENSUS, NO UNAMITY! FALSE FACTS & ACCOUNTING IN FILINGS H.O. FILED SUPERIOR LAW CITES AND FACTUAL EXHIBITS DEFAULT PROPER SERVICE MORT. START FRAUD COURTS MADOLF PONZIE/ELIZABETH HOLMES THERANOS SCAM FRAUD UPON COURTS, SHAM & FRIVILOUS FILINGS TO AVOID DEFAULT AND IMPROPER REMOVAL DCNG NO JURISDICTION. MORT.'s FRAUD COUR CAUSE ERRANT DCNG ORDERS

2014 1:14CV03649 DCNG VIOLATES LAW CITES AND EXHIBITS TO RULE FOR MORT.
*CHOICE IS A) MORT. FRAUD EFFECT MACHINERY JUSTICE, B) DNGC CORRUPT, OR C) BOTH

2015 H.O. FILES AFFIDAVIT IN CONCERN OF CANONS AND FEDERAL COURT BIAS

2016 MORT. CONTEMPT DCNG THEIR REMOVAL NO NOTICE ADVERTISE FORECLOSURE!

2016 1:14CV03649 DCNG DISMISS "NO SERVICE" DESPITE ALL EVIDENCE AND LAW CITES

TIMELINE CONTEMPTUOUS ILLEGAL ACTS BY MORTGAGEES

Date MORT = Mortgagee H.O. = Homeowner

MOVIE: THE BIG SHORT

2016 16-12832 H.O. APPEAL DCNG ORDER BALCH KNOWS APPEALED BEFORE FORECLOSURE
COMMITS FRAUD ON COURTS IN CONTEMPT

2017 MORT. FORECLOSE IN KNOWN CONTEMPT 11TH CIRCUIT JURISDICTION 16-12832 & 18-12593 MORT. VIOLATE 28 USC§1450 EX PARTE INTERFERE PRESIDING JUDGE SO DENY TRO DESPITE APPEAL USCA11, PROOF CONTEMPT, CASE HISTORY, BINDING DEKALB TRO PER 28 USC §1450

2017 17CV4916 H.O. SUES MORT. WRONGFUL FORECLOSURE CONTEMPT 11TH JURISDICTION
MORT. AGAIN DEFAULT SERVICE NO CONSENT, NO UNAMITY, NO JURIDICTION

2017 1:17CV2294 MORT. IMPOPERLY REMOVES CLOSED DEFAULT CASE 17CV4916 TO DCNG

2017 1:17CV2294 MORT. LYING ABOUT LIES EXPOSES FRAUD COURTS PROVING H.O. CLAIMS H.O. SERVICE PROVEN PROPER! ONLY FRAUD UPON COURTS PREVENT JUSTICE IN COURTS DCNG & 11TH RULINGS "IF SOS SERVICE PROPER THEN REMAND NO JURISDUCTION"

2017 1:14CV3649 DCNG H.O. PROPERLY REOPENS ORIGINAL CASE DUE FRAUD, SHAM, RULE 60.

2017 MORT. DESPERATE! IMPROPER SUBSTITUTE PLAINTIFF DEUTSCHE REPLACES NATIONSTAR
(APPELLEE BRIEF 12593 P.4 DCNG "NOT ASCERTAIN HOW DEUTSCHE IS CONNECTED LOAN")
MORT. CONTEMPT 1:17CV2294 & 1:14CV3649 ILLEGALLY TRY WIN DESTROY H.O.

2017 17MA1165 MORT. DEUTSCHE CONTEMPT 11TH & DCNG MISREPRESENTS JURISDICTION

2017 17D25385 MORT. EX PARTE MISREPRESENTS JURISDICTION DCNG ORDER TO MAGISTRATE
DEKALB MAGISTRATE WRIT EVICTION CONTRADICT DCNG ORDER DUE PITE FRAUD COURT

2017 DCNG DENIES REOPEN CASE SO H.O. APPEALS TO 11TH CIRCUIT. CASE JURISIDICTION 11TH

TIMELINE CONTEMPTUOUS, ILLEGAL ACTS BY MORTGAGEES

Date **ALL JURISDICTION IN 11TH CIRCUIT 18-12593 & 18cv12348**

MOVIE: THE BIG SHORT

2017-19 ALL JURISDICTION DCNG/11TH CIRCUIT. MORT. KNOWN CONTEMPT STATE NO JURISDCTION!

2018 17D25385 H.O. APPEAL IMPROPER GAINED DISPOSSESSORY CONTEMPT NO JURISDICTION

2018 18CV4005 H.O. SUE DEUTSCHE & PITE BAD ACTING DEBT COLLECTOR, KNOWN CONTEMPT DEUTSCHE & PITE NOT REMOVE BECAUSE PROVE CONTEMPT NO JURISDICTION!!
PITE, LIKE PREVIOUS ALBERTELLI, HAS LOST BAD DEBT COLLECTOR CASES IN FEDERAL COURTS

2018 MORT. DUE EX PARTE FRAUD COURTS NO JURISDICTION, NO NOTICE SURPRISE EVICTION **H.O. GETS PROPER 2ND TRO BUT CLERK ERROR FILES INTO 17CV4916 BECAUSE APPEAL** OF 17D25385 NOT YET INTO SUPERIOR COURT. MORT. DESUTSCHE AND PITE CONTEMPT

2018 **MORT. APPELLEE BRIEFS 11TH CIRCUIT PROVE FRAUD COURT**

DEFAULT = NO JURISDICTION! H.O. SERVICE PROVEN VALID SO DEFAULT BINDING REMOVALS IMPROPER. H.O. WINS! BUT . . .

2019 11TH CIRCUIT DELAYS RULING ON OBVIOUS MORT. FRAUD COURTS, SHAM, DEFAULT SO
?? MORT. CAN ILLEGALLY MANIPULATE STATE COURTS EVICT THEN WILL TRY MOOT??

2019 17D25385 APPEAL IN SUPERIOR COURT ERROR DENY TRANSFER 4916 FILINGS INTO 4742

2019 18CV4742 H.O. APPEAL DENIED CONSTITUTIONAL JURY TRIAL, QUASH HEARING, DISMISSED

2019 18CV4005 LAWSUIT DENIED QUASH, JURY, VIOLATION RULE 3.3 JUDGE DISMISSED

2019 MORT. TRICK JUDGE ASHA JACKSON "NO JURISDICTION" TO CORRECT 17D25385 ERROR
ORDER CONTEMPT NO JURISDICTION! VACATES PROPER TRO SOLELY DUE "NO JURISDICTION TO HEAR MATTER" CONTRARY U.S. SUPREME COURT STATE ENFORCE FEDERAL JURISDCTION!

2019 H.O. APPEALS ALL STATE ERRONEOUSLY DISMISSED CASES CAUSED BY FRAUD UPON COURTS

TIMELINE CONTEMPTUOUS, ILLEGAL ACTS BY MORTGAGEES *MOVIE: THE BIG SHORT*

Date **ALL JURISDICTION IN 11TH CIRCUIT 18-12593 & 18CV12348**

2019 MORT. 45 DAYS AFTER APPEAL GETS STATE COURT ERROR GRANT SUPERSEDEAS BOND MORT. FILINGS DCNG & 11TH NO BOND HOME VALUE $200+K a INFLATED FALSE DEBT MORT. HAS TITLE NO NEED BOND. H.O FAMILY WILL BE HOMELESS IRREPARABLY DAMAGED!!

2019 A19E0061 H.O. GA APPEALS DENY NO REASON ERROR – NO JURISDICTION OVERRULES ORDER

2019 S19C1440 H.O. WRIT CERTIORARI GA SUPREME COURT, DUE 7/2 DEADLINE H.O. REMOVES

2019 1:19CV3043 H.O. REMOVAL ALL JURISDICTION TO DCNG BEFORE 7/2 DEADLINE

2019 H.O. 7/2 REMOVAL FROM DCNG, ETC. INTO 11TH CIRCUIT ALL ISSUES IDENTICAL CONTEMPT

2019 H.O. APPEAL 1:19CV4043 DENIAL TRO & ENTIRE CASE INTO 11TH CIRCUIT JURISDICTION

2019 H.O. EMERGENCY EN BANC 11TH CIRCUIT TO UPHOLD JURISDICTION AND U.S. SUPREME CT RULINGS CONTINUITY COURTS FROM COUNTY MAGISTRATE TO STATE TO DCNG TO 11TH TO U.S. SUPREME COURTS. PLEASE TRO/STAY F NO WAY SHOULD AN

IMPROPERLY SUBSTITUTED
PLAINITFF MORTGAGEE DEUTSCHE
VIA A BAD ACTING DEBT COLLECTOR
PITE IN CONTEMPT COURT ORDERS &
11TH JURISDICTIONS FILE INTO
STATE VIA FRAUD &
SHAM FILINGS TO IRREPARABLLY DAM-
AGE EVICT 100% IN THE RIGHT HOME-
OWNER WAITING FEDERAL COURTS TO
RULE WITH NON-APPEALABLE FINAL
ORDER! OFFICERS OF THE COURTS
ARE PROVEN PERPETRATING FRAUD
UPON THE COURTS. 11TH AND DCNG
ARE HOLDING RULING ON APPEALS
WHILE REFUSE TRO PROVEN ERRANT
NO JURISIDCTION STATE ORDER SUPER-
SEADAS BOND THAT IS BASED ON NO
JURISDCTION, CONTEMTUOUS FILINGS!

2019 18CV4742 H.O FILES EMERGENCY MO-
TION STAY STATE COURT ASHA JACK-
SON VOLUNTARILY CONFORMITY
WITH FEDERAL COURTS JURISICTION.
MORT. REMOVALS DCNG IN 11TH CIR-
CUIT OBVIOUS MORT. FRAUD OBTAIN
ALL ORDERS IN STATE COURT HAS NO
JURISDICTION = STAY.

2019 HOMEOWNER SUBMITS TO COURTS
AND FILES NEW CASE AND FIRST TIME
ABLE TO SERVE MORTGAGEES DI-
RECTLY INSTEAD OF SOS BECAUSE
CURE THEIR FRAUD SOS AND COURTS!

TIMELINE CONTEMPTUOUS, ILLEGAL ACTS BY MORTGAGEES *MOVIE: THE BIG SHORT*

Date	**ALL JURISDICTION IN FEDERAL COURTS & GA SUPREME**
2020	HOMEOWNER FILES THREE CASES INTO US SUPREME COURT BUT DUE PRINTER ERRORS NOT ACCEPTED. BECAUSE DCMG CASE MALONE RULED PER HO NO NEED TO APPPEAL ANYMORE. PER MALONE, FIFTY STATE ATTORNEY GENERALS, SEVERAL MORE NEW CASES, MORTGAGEES' COURT SHAMING, CONTEMPTUOUS, FRAUD ON COURTS, ILLEGAL SCHEMES ARE OVER, LOST
2021	DEKALB ON OWN INITIATIVE CLOSES MORTGAGEES ILLEGALLY, CONTEMPTUOUSLY CAUSED STATE CASES SO THAT ALL JURISDICTION PROPERLY IN 11USCA VIA 21-10398 11USCA HAS RULED MORTGAGEES BREACHED, AS DID DCNG SO PER DCMG AND OTHER CASES BY BOTH LENDERS AND BORROWERS A SEALED CONTRACT STATUTE IS 20 YEARS HOMEOWNER 100% RIGHT PER FEDERAL, STATE, US SUPREME COURTS, ATTORNEY GENERALS WINNING MEMBER #FF64929439 CLASS ACTION LAWSUIT DISTRICT COURT MD GREENBELT IMPOSSIBLE EVICT UNTIL FINAL NON-APPEALABLE ORDER FEDERAL COURTS JURISDICTION
2022	MORT TRICK DEKALB CORRECT TO ORDER MISUSE 28 U.S.C.§1450 VERY RULE

THEY VIOLATED ALL CASES PROPERLY IN JURISDICTION USCA11 21-10398 22-11463 AND GA SUPREME COURT DEUTSCHE THIRD ACT FRAUD ON COURTS C-I-P CONFLICTS 21-10398 V 22-11463
MORT ADMITTED BY WAIVER ALL ACTS SO COUNSEL MUST EXPLAIN TRUTH OR WITHDRAW MORT FRAUD ON COURTS CREATE IRRECONCILABLE CONFLICTS BETWEEN FEDERAL STATE JURISDICTION WITH LATEST FRAUD BEING DEUTSCHE OPERATING ILLEGALLY IN USA
MORT ONLY DEFENSE AGAINST FRAUD IS INSANE CIRCULAR REASONING MONOPOLY FRAUD ONLY HOPE FOR JUSTICE IS PROPER USE 28 US CODE §1447 APPEAL VIA 1442 or 1443
NO COURT ADDRESSES AT ANY LAW OR CASE HISTORY ONLY RULING PER FRAUD ON COURTS
NOW STATE CASES IN SUPREME COURT GEORGIA SC221331 AND U.S. SUPREME 22A445 NUMEROUS FEDERAL CASES CAUSED BY MORT. BAD ACTS & FRAUD ON COURTS