

Supreme Court, U.S.
FILED
JUL 15 2025
OFFICE OF THE CLERK

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**SUPREME COURT OF THE UNITED
STATES**

HARRIET NICHOLSON, Petitioner

v.

BANK OF NEW YORK MELLON, FORMERLY KNOWN AS THE BANK OF NEW
YORK TRUSTEE FOR THE CERTIFICATE HOLDERS OF CWMBS, INC., CWMBS
REFORMING LOAN REMIC TRUST CERTIFICATES SERIES 2005-R2, Respondent

**EMERGENCY APPLICATION FOR STAY
UNDER RULE 22 AND THE ALL WRITS ACT TO PREVENT A GRAVE
MISCARRIAGE OF JUSTICE IN AN UNCONSTITUTIONAL TAKING**

To the Honorable Sonia Sotomayor, as Circuit Justice for the Second Circuit.

Harriet Nicholson, Pro Se Petitioner
2951 Santa Sabina Drive
Grand Prairie, Texas 75052
(817) 217-0245
harrietnicholson@yahoo.com

Dated: July 14, 2025

RECEIVED
JUL 18 2025
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SUPREME COURT, U.S.

UNSWORN DECLARATION UNDER 28 U.S.C. § 1746

I, Harriet Nicholson, declare under penalty of perjury under the laws of the United States of America that the following is true and correct:

1. I am coming before this Court not out of ambition, but because I have no other choice. Thirteen years ago, I stood in a Texas courtroom pleading for protection from an unlawful eviction. Today, more than a decade later, I find myself in the same place—still trying to protect the very home that was legally returned to me years ago. My only request is simple: to hold on to what the law has already said is mine.
2. I am not asking for new rights or special treatment. I am asking for enforcement of an amended final judgment issued on September 16, 2020, which restored my title and declared the foreclosure void. That ruling was not symbolic. It was supposed to be final. And yet, I am again facing an eviction based on a deed executed while my federal appeal is still pending.
3. I suffered a stroke on December 9, 2023. Despite the toll it took on my body and spirit, I continued to advocate for myself—because no one else would. I have filed motions, researched legal doctrines, and kept this case alive with everything I have. I've done so because I believe that the law must protect those it has already vindicated.
4. This Court has the power—and I believe, the duty—to ensure that no person's home is taken in the shadow of a federal appellate court. My home is not just real estate; it is my sanctuary, my history, my legacy. And I am not a tenant—I am the titleholder, as confirmed by a court of law.
5. The Constitution promises due process and equal protection, not just to the powerful or the well-represented, but to all of us. Especially to the vulnerable. Especially to those who, like me, already proved their case and won—yet are still forced to fight for the basic dignity of keeping a roof over their head.
6. I ask this Honorable Court to step in—not for charity, but for justice. To prevent the irreversible harm of losing my home. To preserve the rule of law. To say, once and for all, that final judgments matter.

Respectfully submitted,

/s/ Harriet Nicholson



EMERGENCY APPLICATION UNDER RULE 22 AND THE ALL WRITS ACT

To the Honorable Justice Sonia Sotomayor, Circuit Justice for the Second Circuit:

Pursuant to Supreme Court Rule 22 and the All Writs Act, 28 U.S.C. § 1651(a), Petitioner Harriet Nicholson respectfully submits this Emergency Application to preserve the appellate jurisdiction of the United States Court of Appeals for the Second Circuit in Case No. 24-586, and to enjoin an unconstitutional eviction based on an extrajudicial act committed during the pendency of appellate proceedings, in violation of *Griggs v. Provident Consumer Disc. Co.*, 459 U.S. 56 (1982), *In re Fogarty*, 39 F.4th 62 (2d Cir. 2022), and *Stop the Beach Renourishment, Inc. v. Fla. Dep't of Env'tl. Prot.*, 560 U.S. 702 (2010).

I. RELIEF REQUESTED

Petitioner respectfully requests:

1. A stay of execution of a July 9, 2025 judgment of possession issued by a Texas Justice of the Peace Court, which unlawfully classified Petitioner as a “tenant” of her homestead while her appeal was pending in the Second Circuit (Exhibit 2);
2. An order enjoining any further eviction proceedings or actions to dispossess Petitioner until the Second Circuit rules on her petition for panel rehearing, rehearing en banc, or a petition for writ of certiorari to this Court;
3. All further relief necessary to preserve the Second Circuit’s appellate jurisdiction and prevent a grave miscarriage of justice.

II. BACKGROUND

This emergency application arises from an unlawful eviction judgment rendered while Petitioner's federal civil rights appeal remained pending in the Second Circuit (Case No. 24-586). On July 1, 2025, the Second Circuit affirmed the dismissal of Petitioner's claims on res judicata grounds but granted judicial notice of dispositive facts, including:

- The March 4, 2025 substitute trustee's deed executed by Nationstar Mortgage LLC while the federal appeal was pending (Exhibit 3);
- The pending docket in the Northern District of Texas, which Nicholson filed on May 2, 2024, to enjoin a non-judicial foreclosure and which was dismissed on July 22, 2024 (Exhibit 4).

A substitute trustee's deed under Texas law is a foreclosure deed executed without judicial intervention. It is typically completed on the courthouse steps through a non-judicial foreclosure process authorized by the power of sale clause in the deed of trust, and not by court order. This private execution of title transfer—while federal jurisdiction is active—renders the deed void under *Griggs* and *Fogarty* when performed during the pendency of federal appellate review.

Importantly, although the Second Circuit did not judicially notice the September 16, 2020 amended final judgment explicitly, it nonetheless relied on that judgment (Exhibit 1) to affirm dismissal based on res judicata. It is the very amended final judgment the Appellee submitted to secure dismissal in the district court and defend on appeal. The Second Circuit's reliance on this judgment confirms that Petitioner had been restored her vested property rights under Texas law. Those vested rights are protected by the United States Constitution and cannot be divested by extrajudicial means.

Despite this reliance and the clear prohibition against divesting jurisdiction recognized in *Griggs*, Appellee's servicing agent, Nationstar Mortgage LLC, conducted a non-judicial foreclosure on March 4, 2025, then procured a judgment of possession on July 9, 2025 in Texas JP Court Precinct 2—outside the territorial jurisdiction of Petitioner's homestead (located in Precinct 7).

III. GROUNDS FOR RELIEF

A. The Griggs Doctrine and Jurisdictional Integrity

Under *Griggs v. Provident*, 459 U.S. 56, 58 (1982), the filing of a notice of appeal divests the district court of jurisdiction over matters involved in the appeal. This principle equally prohibits private parties from circumventing appellate jurisdiction through unilateral acts like executing a substitute trustee's deed and pursuing eviction during the pendency of the appeal. These actions obstruct appellate review and, under *Griggs*, are void.

B. Violation of Vested Property Rights under Stop the Beach

In *Stop the Beach Renourishment*, 560 U.S. 702 (2010), the Supreme Court held that property rights protected under the Constitution cannot be extinguished by judicial or quasi-judicial acts without due process. Here, Petitioner was restored title to her property by a final amended judgment on September 16, 2020 (Exhibit 1). Any attempt to nullify that judgment by extrajudicial means, such as the execution of a substitute trustee's deed and eviction in a court of limited jurisdiction, constitutes an unconstitutional taking.

C. In re Fogarty and Judicial Condemnation of Fait Accompli Foreclosures

The Second Circuit's decision in *In re Fogarty*, 39 F.4th 62 (2d Cir. 2022), condemned foreclosure and eviction acts taken during the pendency of federal litigation as unlawful attempts

to moot appellate rights. The court emphasized that such acts threaten to render judicial review meaningless and violate the principle that pending appeals must be adjudicated free from coercive or prejudicial actions by a party. Nationstar's foreclosure and eviction proceedings in this case mirror the very conduct condemned in *Fogarty*, but with the added element that Nicholson's vested title had already been judicially restored.

IV. SYSTEMIC ABUSE WARRANTING SUPERVISORY RELIEF

Petitioner's experience is not isolated but mirrors findings by federal enforcement agencies. In 2020, the CFPB and all 50 state attorneys general entered a consent judgment against Nationstar/Mr. Cooper for systemic misconduct in servicing loans, including foreclosure abuses.¹ In 2023, HUD's Office of Inspector General released Audit Report 2023-KC-0003, confirming Nationstar engaged in unlawful servicing of FHA loans, including illegal foreclosures and noncompliance with HUD requirements.²

V. JUDICIAL ADMISSION OF TITLE OWNERSHIP AND UNCHANGED STATUS

¹ Petitioner respectfully requests that this Court take judicial notice of the enforcement action issued by the Consumer Financial Protection Bureau against Nationstar Mortgage LLC (d/b/a Mr. Cooper), available at: <https://www.consumerfinance.gov/enforcement/actions/nationstar-mortgage-llc-dba-mr-cooper/> (last visited July 14, 2025). Judicial notice is appropriate under **Fed. R. Evid. 201(b)(2)** because the CFPB is a federal agency, and its official website is a source "whose accuracy cannot reasonably be questioned." See **Apotex Inc. v. Acorda Therapeutics, Inc.**, 823 F.3d 51, 60 (2d Cir. 2016) (judicial notice of FDA website); **United States v. Bari**, 599 F.3d 176, 180 (2d Cir. 2010)

² Petitioner respectfully requests that this Court take judicial notice of the HUD Office of Inspector General's report on Nationstar Mortgage LLC (d/b/a Mr. Cooper), available at <https://www.hudoig.gov/open-recommendation/2023-kc-1001-001-f-nationstar-generally-did-not-meet-hud-requirements-when> (last visited July 14, 2025). Judicial notice is appropriate under **Fed. R. Evid. 201(b)(2)**, because HUD's OIG is a federal agency and its website is a "source[]" whose accuracy cannot reasonably be questioned." See **Apotex Inc. v. Acorda Therapeutics, Inc.**, 823 F.3d 51, 60 (2d Cir. 2016) (taking judicial notice of FDA guidance publicly posted)

During proceedings in the Southern District of New York on August 11, 2022, Mr. Brian Scibetta, counsel for the Bank of New York Mellon, stated on the record (Exhibit 6):

“[T]he deed ... was vacated by the judgment in the Texas action. So if the deed that took title out of Ms. Nicholson’s name was vacated, there’s only one place title could be at this point.”

This constitutes a judicial admission that as of August 11, 2022, Nicholson was the legal titleholder. There has been no ruling from a court of competent jurisdiction altering that status since.

Moreover, during a remote conference on October 19, 2022, before the Honorable Katharine H. Parker in the Southern District of New York (Case No. 1:22-cv-03177-PGG-KHP), counsel for the Bank of New York Mellon, Mr. Brian Scibetta, judicially admitted on the record that his firm “also represents the mortgage servicer, Nation Star Mortgage, as well, with respect to this loan.” (Exhibit 12). This admission confirms that Nationstar Mortgage LLC is the servicing agent for the Bank of New York Mellon—the same parties responsible for executing the March 4, 2025 substitute trustee's deed and initiating the July 9, 2025 eviction proceedings—while simultaneously representing to the court that Nationstar was a “non-party.” Such conduct underscores the *fait accompli* strategy and constitutes fraud on the court, further warranting emergency relief.

VI. URGENCY AND THREAT OF MOOTNESS ABSENT INTERVENTION

Absent immediate relief, Petitioner faces imminent dispossession from her homestead based on a void judgment of possession. The judgment was obtained in a precinct court without jurisdiction, during the pendency of her Second Circuit appeal, and based on a non-judicial foreclosure executed extrajudicially. The combination of these acts amounts to a *fait accompli* strategy that

threatens to nullify Petitioner's right to appellate review and effect an unconstitutional taking of her vested property.

Emergency intervention is warranted to preserve the jurisdiction of the Second Circuit, to prevent a grave miscarriage of justice, and to safeguard constitutional rights.

VIII. HISTORICAL PATTERN OF JUDICIAL FINDINGS SUPPORTING EMERGENCY RELIEF

Petitioner's present circumstances are not unprecedented. Rather, they represent a continuation of a long-standing pattern of judicially acknowledged risks to her vested property rights stemming from extrajudicial actions by mortgage servicers and foreclosure agents acting without lawful authority.

On **March 21, 2013**, during a **Temporary Injunction Hearing** in the 342nd Judicial District Court of Tarrant County, Texas, the presiding judge acknowledged the risk of irreparable harm if Petitioner were evicted before a final ruling could be issued. The Court stated on the record:

"It is my understanding that defendant is voluntarily foregoing enforcing that judgment at this time, and the Court has recognized there may be prudential reasons for that, because if she's evicted and the Court ultimately finds that her claim has merit, then the damages would be much greater... I would prefer some type of notice before that happened, if that were possible, to see if we could deal with that." (Exhibit 13)

That recognition of the severe consequences of premature eviction underscores the need for equitable intervention when property rights are still being adjudicated.

Similarly, on **August 18, 2017**, during a hearing on Petitioner's Partial Motion for Summary Judgment in Case No. 342-262692-12, opposing counsel agreed to draft an amended final judgment that would restore title to Petitioner and provide a recordable instrument to cure the cloud created by the void substitute trustee's deed:

“I’ll make sure that there’s a provision for costs being awarded and making sure that there’s a single document that can be recorded to put title back into the plaintiff.” (Exhibit 14)

Despite these assurances, the deed was never reconveyed, which led to Petitioner initiating a federal independent action in the Southern District of New York on April 18, 2022.

On **August 11, 2022**, during proceedings in the Southern District of New York, Judge Katherine Parker acknowledged that although the deed had been declared void, Petitioner’s ability to exercise full ownership rights—such as conveying title—remained impeded:

“What I’m understanding Ms. Nicholson to say is that notwithstanding the voiding of that deed, she still is not considered to have quiet title such that she could sell the house if she needed to.” (Exhibit 15)

This persistent uncertainty over title—despite the formal voiding of the foreclosure deed—has enabled Nationstar Mortgage LLC to exploit the legal ambiguity by executing a **new substitute trustee’s deed on March 4, 2025**, and securing a **judgment of possession on July 9, 2025**, in a precinct court that lacked jurisdiction over Petitioner’s homestead.

Petitioner is now, on **July 14, 2025**, in the exact same position she was on **March 21, 2013**—facing imminent wrongful eviction based on a void deed while her legal rights remain under adjudication in federal court.

This repetitive cycle of judicially acknowledged harm, unremedied title defects, and unconstitutional takings demands emergency intervention under Rule 22 and the All Writs Act. The risk is no longer hypothetical—it is the realized consequence of a **fait accompli strategy** that courts have long cautioned against.

VIII. CONCLUSION

Petitioner respectfully requests that the Court exercise its supervisory and equitable powers under Rule 22 and the All Writs Act to:

1. Stay the enforcement of the July 9, 2025 Justice Court judgment of possession;
2. Enjoin The Bank of New York Mellon and their agents from executing or acting on the March 4, 2025 substitute trustee's deed while appellate proceedings remain pending;
3. Preserve the appellate jurisdiction of the Second Circuit in Case No. 24-586, currently pending rehearing, en banc review, and potential petition for writ of certiorari;
4. Prevent the unconstitutional taking of Petitioner's vested property rights outside a court of competent jurisdiction;
5. Grant all further relief deemed just and proper to prevent a grave miscarriage of justice and protect the supremacy of federal jurisdiction.

Respectfully submitted,

/s/ Harriet Nicholson

Harriet Nicholson, Pro Se Petitioner

2951 Santa Sabina Drive

Grand Prairie, Texas 75052

(817) 217-0245

harrietnicholson@yahoo.com

Dated: July 14, 2025

CERTIFICATE OF SERVICE

I, Harriet Nicholson, hereby certify that on July 14, 2025, I served a copy of this Emergency Application and all referenced exhibits by electronic mail and U.S. Mail First-Class postage prepaid upon:

Brian P. Scibetta

McCalla Raymer Leibert Pierce, LLC
485 Route 1 South, Bldg F, Suite 300
Iselin, NJ 08830
Email: brian.scibetta@mccalla.com

/s/ Harriet Nicholson

Harriet Nicholson

APPENDIX

- **Exhibit 1:** September 16, 2020 Amended Final Judgment restoring title to Nicholson and declaring substitute trustee's deed void
- **Exhibit 2:** August 11, 2022 SDNY transcript excerpts—Scibetta admission that Nicholson held legal title
- **Exhibit 3:** May 2, 2024 Northern District of Texas docket sheet in lawsuit filed by Nicholson to enjoin non-judicial foreclosure noticed for May 7, 2024
- **Exhibit 4:** March 4, 2025 Substitute Trustee's Deed recorded while appeal was pending
- **Exhibit 5:** April 3, 2025 General Warranty Deed filed by Nicholson in the Tarrant County, Texas land records appending the September 16, 2020 Amended Final Judgment to protect her vested property interest and memorialize her lawful title
- **Exhibit 6:** July 1, 2025 Second Circuit Summary Order in Case No. 24-586 affirming dismissal based on res judicata and granting judicial notice of Nationstar's self-dealing substitute trustee's deed March 4, 2025, and Northern District of Texas docket sheet of lawsuit filed on May 2, 2024 to enjoin non-judicial foreclosure sale on May 7, 2024.
- **Exhibit 7:** July 2, 2025 Emergency Motion under the All Writs Act filed in the Second Circuit to stay illegal eviction pending appeal
- **Exhibit 8:** July 7, 2025 Appellee's Opposition to Appellant's Emergency Motion, confirming Second Circuit's reliance on September 16, 2020 amended final judgment and conceding judicial notice of Texas nonjudicial foreclosure and eviction proceedings
- **Exhibit 9:** July 7, 2025 Appellant's Reply to Appellee's Opposition to Emergency Motion, asserting *fait accompli* and *Griggs* violations
- **Exhibit 10:** July 9, 2025 Order of the Second Circuit denying Appellant's Emergency Motion despite judicial notice of extrajudicial acts
- **Exhibit 11:** July 9, 2025 Justice Court Judgment of Possession falsely labeling Nicholson as a "tenant," imposing a \$3,299 supersedeas bond to appeal
- **Exhibit 12:** October 19, 2022 SDNY Transcript excerpt in Case No. 1:22-cv-03177, where BNYM's counsel Brian Scibetta judicially admits that Nationstar Mortgage LLC is the servicer of the loan at *issue*
- **Exhibit 13:** March 21, 2013 Temporary Injunction Hearing transcript—court acknowledged eviction would cause greater damages before claim adjudication

- **Exhibit 14:** August 18, 2017 transcript—opposing counsel agreed to draft judgment restoring title to Nicholson
- **Exhibit 15:** August 11, 2022 SDNY transcript—court recognized Nicholson lacked marketable title despite voided deed

CERTIFICATE OF COMPLIANCE

Pursuant to Supreme Court Rule 33.1(h), I hereby certify that this emergency application complies with the formatting requirements of the Rules of the Supreme Court. This application has been prepared in a proportionally spaced typeface using Microsoft Word in 14-point Times New Roman font. The body of this application contains fewer than 6,000 words, excluding the parts exempted by Rule 33.1(d).

Respectfully submitted,

/s/ Harriet Nicholson

Harriet Nicholson

Dated: July 14, 2025

PROOF OF TIMELINESS

Petitioner received notice of the judgment of possession entered in the Texas Justice of the Peace Court on July 10, 2025. Petitioner filed this Emergency Application on July 14, 2025, within two business days. The imminent eviction is scheduled for July 16, 2025. Petitioner also filed timely motions to dismiss for lack of jurisdiction in the JP Court and promptly notified the Second Circuit of Nationstar's extrajudicial conduct in real time.

Petitioner's pending appeal in Case No. 24-586 was filed on March 18, 2024, and a timely petition for panel rehearing will be submitted timely by July 15, 2025. This application is therefore timely under Supreme Court Rule 22 and necessary to preserve appellate jurisdiction and prevent an irreparable unconstitutional taking while Petitioner's appeal remains pending.

Respectfully submitted,

/s/ Harriet Nicholson

Harriet Nicholson

Dated: July 14, 2025

9-16-20

EXHIBIT “A”

CAUSE NO. 342-262692-12

HARRIET NICHOLSON,

Plaintiff,

v.

**THE BANK OF NEW YORK MELLON
FKA THE BANK OF NEW YORK AS
TRUSTEE FOR THE
CERTIFICATEHOLDERS OF CWMBS,
INC., CWMBS REFORMING LOAN
REMIC TRUST CERTIFICATES
SERIES 2005-R2, et al.**

Defendants.

IN THE DISTRICT COURT

OF TARRANT COUNTY, TEXAS

342nd JUDICIAL DISTRICT

FINAL JUDGMENT

On October 26, 2017, the Court held a hearing in the above-entitled and numbered cause and entered orders related to all prior matter before the Court. The Court finds that all matters are now resolved and enters this Final Judgement. *It is therefore,*

ORDERED, ADJUDGED AND DECREED that Instrument Nos. D212187326 and D214164490, both recorded in the Real Property Records of Tarrant County, Texas, are both **INVALID** and **VOID** in all respects. *It is further,*

ORDERED, ADJUDGED AND DECREED that this Final Judgment may be recorded in the Real Property Records of Tarrant County, Texas. *It is further,*

ORDERED, ADJUDGED AND DECREED that Plaintiff is awarded court costs in the

amount of \$_____ It is further,

ORDERED, ADJUDGED AND DECREED that all of Plaintiff's remaining claims are

dismissed with prejudice. It is further,

ON 10/26/17, ALL SERVED VIA:
☒ HAND DELIVERY *Baker, Warner*
☐ MAIL
☐ FAX

SERVE COPIES ON, WHO IS TO
ALL OTHERS

Barer, Danner,
Kornbliss, Anderson

ORDERED, ADJUDGED AND DECREED that all relief not expressly granted herein is denied.

SIGNED: October 26, 2017



JUDGE WADE BIRDWELL, PRESIDING

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

HARRIET NICHOLSON, : Docket #22cv3177
Plaintiff, :
- against - :
BANK OF NEW YORK MELLON, et al., : New York, New York
August 11, 2022
Defendants. :

----- : TELEPHONE CONFERENCE

PROCEEDINGS BEFORE
THE HONORABLE KATHARINE H. PARKER,
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

For Plaintiff: HARRIET NICHOLSON, PRO SE
2951 Santa Sabina Drive
Grand Prairie, Texas 75052

For Defendants: MCCALLA RAYMER LEIBERT PIERCE
BY: BRIAN SCIBETTA, ESQ.
485 Route 1 S., Building F
Iselin, New Jersey 08830

Transcription Service: Carole Ludwig, *Transcription Services*
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Email: Transcription420@aol.com

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with prejudice. She appealed that and she did not prevail and it, within that appeal she had also argued that the motion to strike Nationstar and Harvey Law Group was improperly granted. The Appellate Court in Texas rejected that argument, so everything's been litigated.

So, quite frankly, Your Honor, I don't really, and my client, we don't really understand what we're doing in Federal Court in New York relitigating this dispute, these issues were all supposed to rest --

THE COURT: Let me stop you, this is helpful. So what you're telling me at this point is Ms. Nicholson was successful in the Texas State Court in restoring title to the house that she's currently living in to her name?

MR. SCIBETTA: Correct.

THE COURT: She has title?

MR. SCIBETTA: Yeah, the deed --

THE COURT: Okay, and is there, is there an outstanding loan and, if so, is it to you or is it to someone else?

MR. SCIBETTA: No, there is an outstanding loan, she sued the trust. Ms. Nicholson's loan has been sold into a trust, Bank or New York Mellon is the

**U.S. District Court
Northern District of Texas (Fort Worth)
CIVIL DOCKET FOR CASE #: 4:24-cv-00389-O**

Nicholson v. Barrett Daffin Frappier Turner & Engle LLP et al
Assigned to: Judge Reed C. O'Connor
Cause: 15:1692 Fair Debt Collection Act

Date Filed: 05/02/2024
Date Terminated: 07/22/2024
Jury Demand: Plaintiff
Nature of Suit: 480 Other Statutes:
Consumer Credit
Jurisdiction: Federal Question

Plaintiff

Harriet Nicholson

represented by **Harriet Nicholson**
2951 Santa Sabina Drive
Grand Prairie, TX 75052
817-217-0245
Email: harriethnicholson@yahoo.com
PRO SE

V.

Defendant

**Barrett Daffin Frappier Turner & Engle
LLP**

represented by **Mark Daniel Hopkins**
Hopkins LAW PLLC
2802 Flintrock Trace
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Austin, TX 78738
512-600-4320
Email: mark@hopkinslawtexas.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Shelley L Hopkins
Hopkins Law, PLLC
2802 Flintrock Trace
Suite B103
Austin, TX 78738
512-600-4323
Email: shelly@hopkinslawtexas.com
ATTORNEY TO BE NOTICED

Defendant

The Bank Of New York Mellon
formerly known as
The bank of New York as Trustee for the
Certificate Holders of CWMBS, Inc,
CWMBS Reforming Loan Remic Trust
Certificates , Series 2005-R2

represented by **Grant Michael Figari**
McGuireWoods LLP
2601 Olive Street, Suite 2100
Dallas, TX 78006
469-372-3939
Fax: 214-932-6499
Email: gfigari@mcguirewoods.com

LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Nationstar Mortgage, LLC

represented by **Grant Michael Figari**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
05/02/2024	<u>1</u>	COMPLAINT WITH JURY DEMAND and Request for Declaratory Judgment against Barrett Daffin Frappier Turner & Engle LLP, The Bank Of New York Mellon filed by Harriet Nicholson. (Filing fee \$405; Receipt number 40002999) Unless exempted, attorneys who are not admitted to practice in the Northern District of Texas must seek admission promptly. Forms, instructions, and exemption information may be found at www.txnd.uscourts.gov , or by clicking here: Attorney Information - Bar Membership . If admission requirements are not satisfied within 21 days, the clerk will notify the presiding judge. (sre) (Entered: 05/02/2024)
05/02/2024	<u>2</u>	MOTION for Temporary Restraining Order filed by Harriet Nicholson. (sre) (Entered: 05/02/2024)
05/02/2024	<u>3</u>	Declaration filed by Harriet Nicholson. (sre) (Entered: 05/02/2024)
05/02/2024	<u>4</u>	Appendix in Support filed by Harriet Nicholson re <u>1</u> Complaint. (Attachments: # <u>1</u> Additional Page(s), # <u>2</u> Additional Page(s)) (sre) (Entered: 05/02/2024)
05/02/2024	<u>5</u>	New Case Notes: A filing fee has been paid. No prior sanctions found. (For court use only - links to the national and circuit indexes.) File to: Judge Means. Pursuant to Misc. Order 6, Plaintiff is provided the Notice of Right to Consent to Proceed Before A U.S. Magistrate Judge. Clerk to provide copy to plaintiff if not received electronically. (sre) (Entered: 05/02/2024)
05/02/2024	<u>6</u>	Notice and Instruction to Pro Se Party. (sre) (Entered: 05/02/2024)
05/02/2024		***DISREGARD - FILED IN ERROR*** Case reassigned to Judge Mark Pittman per Special Order 3. Senior Judge Terry R Means no longer assigned to the case. (rekc) Modified on 5/3/2024 (rekc). (Entered: 05/02/2024)
05/03/2024		Case assigned to Senior Judge Terry R Means. (rekc) (Entered: 05/03/2024)
05/03/2024	<u>7</u>	ORDER OF TRANSFER: After review of the docket in this case, and with the transferee judge's permission, the Court concludes that this case should be, and it is hereby, TRANSFERRED to the docket of Judge Mark Pittman. All future filings shall bear the suffix letter "P" rather than "Y." (Ordered by Senior Judge Terry R Means on 5/3/2024) (saw) (Entered: 05/03/2024)
05/03/2024	<u>8</u>	New Case Notes: A filing fee has been paid. CASREF case referral set (see Special Order 3). Magistrate Judge Cureton preliminarily assigned. (For court use only - links to the national index and to the prior sanctions found within the circuit index.) File to: Judge Pittman. Pursuant to Misc. Order 6, Plaintiff is provided the Notice of Right to Consent to Proceed Before A U.S. Magistrate Judge. Clerk to provide copy to plaintiff if not received electronically. Attorneys are further reminded that, if necessary, they must comply with Local Rule 83.10(a) within 14 days or risk the possible dismissal of this case without

08/12/2024	<u>63</u>	First MOTION to Dismiss for Lack of Jurisdiction <i>Purasant to FRCP 12(h)(3)</i> filed by Harriet Nicholson with Brief/Memorandum in Support. (Nicholson, Harriet) (Entered: 08/12/2024)
08/19/2024	<u>64</u>	MOTION to Alter Judgment filed by Harriet Nicholson with Brief/Memorandum in Support. (Nicholson, Harriet) (Entered: 08/19/2024)
08/20/2024	<u>65</u>	ORDER: Before the Court are Plaintiff's First Motion to Dismiss (ECF No. <u>63</u>), filed August 12, 2024, and Plaintiff's Motion to Alter Judgment (ECF No. <u>64</u>), filed August 19, 2024. The Court exercises its discretion to rule on this motion without receiving a response from Defendant. Plaintiffs motions do not articulate any ground under Rule 59 that would allow for reconsideration. A response from Defendant would not change this fact. Having considered the motion and the applicable law, this Court summarily DENIES Plaintiff's reconsideration request. This case remains CLOSED. (Ordered by Judge Reed C. O'Connor on 8/20/2024) (sre) (Entered: 08/20/2024)

PACER Service Center			
Transaction Receipt			
10/22/2024 21:28:53			
PACER Login:	nicholson6429	Client Code:	
Description:	Docket Report	Search Criteria:	4:24-cv-00389-O
Billable Pages:	8	Cost:	0.80

Mary Louise Nicholson
MARY LOUISE NICHOLSON
COUNTY CLERK

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

2951 SANTA SABINA DRIVE
GRAND PRAIRIE, TX 75052
492-5968619703
00000010070571

SUBSTITUTE TRUSTEE'S DEED

GRANTOR(S):
HARRIET H NICHOLSON AN UNMARRIED PERSON

DEED OF TRUST DATE: January 16, 2001
DATE OF SALE OF PROPERTY: March 04, 2025

ORIGINAL MORTGAGEE:
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
("MERS") AS NOMINEE

TIME OF SALE: 1:06 AM PM

PLACE OF SALE OF PROPERTY:
THE BASE OF THE COURTHOUSE STEPS ON THE WEST
SIDE OF THE TARRANT COUNTY COURTHOUSE OR AS
DESIGNATED BY THE COUNTY COMMISSIONERS

CURRENT MORTGAGEE:
NATIONSTAR MORTGAGE LLC

GRANTEE/BUYER:
NATIONSTAR MORTGAGE LLC

MORTGAGE SERVICER:
NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER

GRANTEE/BUYER'S MAILING ADDRESS:
C/O NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER
8950 CYPRESS WATERS BLVD.
COPPELL, TX 75019

RECORDED IN:
INSTRUMENT NO. D202032012

AMOUNT OF SALE: \$ 322,920.98

PROPERTY COUNTY/LEGAL DESCRIPTION: TARRANT

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

Grantor conveyed the property to Trustee in trust to secure payment of the Note. Mortgagee, through the Mortgage Servicer, declared that Grantor defaulted in performing the obligations of the Deed of Trust. Current Mortgagee of the Note, through the Mortgage Servicer, accordingly has appointed Substitute Trustee and requested Substitute Trustee to enforce the trust.

Notices stating the time, place and terms of sale of the property were mailed, posted and filed, as required by law. Substitute Trustee sold the property to Buyer, who was the highest bidder at the public auction, for amount of sale in the manner prescribed by law. The Subject sale was conducted no earlier than 1:00 PM as set forth in the Notice of Substitute Trustee's Sale and was concluded within three (3) hours of such time. All matters, duties and obligations of Mortgagee were lawfully performed.

Substitute Trustee, subject to any matters of record, and for amount of sale paid by buyer as consideration, grants, sells and conveys to Buyer, Buyer's heirs, executors, administrators, successors or assigns forever, the property together with all rights and appurtenances belonging to Grantor. Substitute Trustee hereby sells the above referenced property AS IS without any expressed or implied warranties, except as to warranties of title, and hereby conveys the property to the purchaser at the purchaser's own risk, pursuant to the terms of Texas Property Code §§ 51.002 and 51.009.

WITNESS MY HAND, this 3/17/2025.

Israel Saucedo
Substitute Trustee

Printed Name

STATE OF TEXAS
COUNTY OF DALLAS

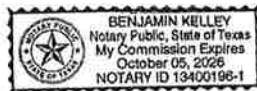
Before me, the undersigned Notary Public, on this day personally appeared Israel Saucedo
as Substitute Trustee, known to me or proved to me through a valid State driver's license or other official identification described as N/A
to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3/17/2025.

My Commission Expires:
10/05/2026

Benjamin Kelley
Notary Public for the State of TEXAS

Printed Name of Notary Public



RETURN TO:
Barrett Daftin Frappier
Turner & Engel, LLP
4004 Belt Line Road, Suite 100
Addison, Texas 75001

Substitute Trustee's Deed by Fila (FHA)
Sub Trustee Deed SF.rpt - (04/24/2024) / Ver-22



STD00000010070571



I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Tarrant County, Texas.

To verify the authenticity of this copy, capture the QR code or visit:
<https://tarrant.tx.publicsearch.us/verifycert/a6160bqp>



Mary Louise Nicholson
Tarrant County Clerk

Mary Louise Nicholson

Digitally signed by: Mary Louise Nicholson
Date: Apr 11, 2025 11:19 AM -05:00



EX. 5

GENERAL WARRANTY DEED WITH AFFIDAVIT OF FACT

STATE OF TEXAS
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

That I, **Harriet Nicholson**, an individual, for and in consideration of the court orders entered in Case No. 342-262692-12, specifically the **Amended Final Judgment** issued on **September 16, 2020**, and the **Order of August 18, 2017**, do hereby GRANT, SELL, and CONVEY unto **Harriet Nicholson**, as sole owner, the real property located at 2951 Santa Sabina Drive, Grand Prairie, Texas 75052, legally described as **Lot 22, Block D, of Mirabella Village Phase 1, an addition to the City of Grand Prairie, Tarrant County, Texas, according to the map or plat thereof recorded in Cabinet A, Slide 5197 of the Plat Records, located in Tarrant County, Texas, together with all improvements thereon and all rights, privileges, and appurtenances thereto belonging.**

WHEREAS, the District Court of Tarrant County, Texas, has declared the Substitute Trustee's Deed resulting from the foreclosure sale conducted on **July 3, 2012**, and any subsequent assignments, to be VOID and without legal effect;

WHEREAS, despite the court's ruling, no proper reconveyance of title has been recorded in the real property records of **Tarrant County, Texas** by the parties responsible for the wrongful foreclosure;

NOW, THEREFORE, to correct the public record and to affirm my legal ownership of the property in accordance with the court's rulings, I hereby execute this **General Warranty Deed** conveying all right, title, and interest in the property to myself, **Harriet Nicholson**.

This conveyance is made subject to any valid restrictions, easements, and rights-of-way of record, if any.

FURTHER AFFIANT SAYETH NOT.

EXECUTED this 3rd day of April, 2025.

Harriet Nicholson

Harriet Nicholson
Grantor/Grantee



D225057646

04/03/2025 01:49 PM

Page: 1 of 5

Fees: \$36.00

DEED

SUBMITTER: HARRIET HILLERY-NICHOLSON

STATE OF TEXAS
COUNTY OF TARRANT

Mary Louise Nicholson
MARY LOUISE NICHOLSON
COUNTY CLERK

This instrument was acknowledged before me on this 3 day of April, 2025, by **Harriet Nicholson**.

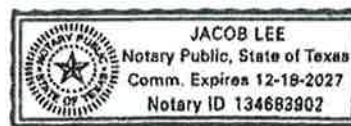
Jacob Lee

Jacob Lee

Notary Public, State of Texas

Notary Printed Name

My Commission Expires: 12-18-27



ATTACHED: Certified Copy of Amended Final Judgment (Case No. 342-262692-12)



I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Tarrant County, Texas.

To verify the authenticity of this copy, capture the QR code or visit:
<https://tarrant.tx.publicsearch.us/verifycert/a6i60bqp>



Mary Louise Nicholson
Tarrant County Clerk

Mary Louise Nicholson

Digitally signed by: Mary Louise Nicholson
Date: Apr 11, 2025 11:19 AM -05:00

D225057646

Page 2 of 5



I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Tarrant County, Texas.

To verify the authenticity of this copy, capture the QR code or visit:
<https://tarrant.tx.publicsearch.us/verifycert/gVM5wZMN>



Mary Louise Nicholson
Tarrant County Clerk

Mary Louise Nicholson

Digitally signed by: Mary Louise Nicholson
Date: Mar 14, 2025 07:27 AM -05:00

D224135143

07/31/2024 01:41 PM

JUDGMENT

SUBMITTER: HARRIET HILLERY-NICHOLSON

Page: 1 of 4

Fees: \$32.00

342-262092-12
CAUSE NO. 342-262692-12

FILED
TARRANT COUNTY
09/16/2025 12:17 PM
THOMAS A. WILDER
DISTRICT CLERK

HARRIET NICHOLSON,

Plaintiff,

v.

THE BANK OF NEW YORK MELLON
FKA THE BANK OF NEW YORK AS
TRUSTEE FOR THE
CERTIFICATEHOLDERS OF CWMBS,
INC., CWMBS REFORMING LOAN
REMIC TRUST CERTIFICATES
SERIES 2005-R2, et al.

Defendants.

IN THE DISTRICT COURT

OF TARRANT COUNTY, TEXAS

342nd JUDICIAL DISTRICT

AMENDED FINAL JUDGMENT

On this day the Court considered the following: (1) Defendant David Stockman's Motion for Summary Judgment; and (2) Defendant Countrywide Home Loans, Inc.'s Traditional and No-Evidence Motion for Summary Judgment. After reviewing the motions, all objections and replies filed therewith, the summary judgment evidence presented, arguments of the parties and applicable law, the Court enters the following orders:

- (1) IT IS ORDERED THAT DEFENDANT DAVID STOCKMAN'S MOTION FOR SUMMARY JUDGMENT IS GRANTED;
- (2) IT IS ORDERED THAT DEFENDANT COUNTRYWIDE HOME LOANS, INC.'S TRADITIONAL MOTION FOR SUMMARY JUDGMENT AND NO-EVIDENCE MOTION FOR SUMMARY JUDGMENT ARE GRANTED;
- (3) IT IS FURTHER ORDERED THAT COSTS OF COURT AND ATTORNEYS' FEES ARE TO BE BORNE BY THE PARTY INCURRING SAME.

This Final Judgment, together with the court's prior "Final Judgment" date October 26, 2017, attached hereto as Exhibit A, is incorporated herein and together constitute a final, appealable judgment. All relief not expressly granted herein is denied.

SIGNED: 9/16/20

A CERTIFIED COPY
ATTEST: 9/16/24

THOMAS A. WILDER
DISTRICT CLERK
TARRANT COUNTY, TEXAS

BY: [Signature]
DEPUTY



E-MAILED

9-16-20

DISTRICT JUDGE PRESIDING



This Final Judgment disposes of all parties and all claims before the court. It is, therefore, a final and appealable judgment.



I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Tarrant County, Texas.

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<https://tarrant.tx.publicsearch.us/verifycert/a6i6Obqp>



Tarrant County Clerk

Mary Louise Nicholson

Digitally signed by: Mary Louise Nicholson
Date: Apr 11, 2025 11:19 AM -05:00

D225057646

Page 3 of 5



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<https://tarrant.tx.publicsearch.us/verifycert/aVM5wZMH>



Mary Louise Nicholson
Tarrant County Clerk

Mary Louise Nicholson

Digitally signed by: Mary Louise Nicholson
Date: Mar 14, 2025 07:27 AM -05:00

Page 2 of 4

D224135143

Page 2 of 4

EXHIBIT "A"





I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Tarrant County, Texas.

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<https://tarrant.tx.publicsearch.us/verifycert/a6160bqp>



Mary Louise Nicholson
Tarrant County Clerk

Mary Louise Nicholson

Digitally signed by: Mary Louise Nicholson
Date: Apr 11, 2025 11:19 AM -05:00

D225057646

Page 4 of 5



I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Tarrant County, Texas.

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<https://tarrant.tx.publicsearch.us/verifycert/qVM6wZMN>



Mary Louise Nicholson
Tarrant County Clerk

Mary Louise Nicholson

Digitally signed by: Mary Louise Nicholson
Date: Mar 14, 2025 07:27 AM -05:00

Page 3 of 4

D224136143

Page 3 of 4

CAUSE NO. 342-262692-12

HARRIET NICHOLSON,

Plaintiff,

v.

THE BANK OF NEW YORK MELLON
FKA THE BANK OF NEW YORK AS
TRUSTEE FOR THE
CERTIFICATEHOLDERS OF CWMBS,
INC., CWMBS REFORMING LOAN
REMIC TRUST CERTIFICATES
SERIES 2005-R2, et al.

Defendants.

IN THE DISTRICT COURT

OF TARRANT COUNTY, TEXAS

342nd JUDICIAL DISTRICT

FINAL JUDGMENT

On October 26, 2017, the Court held a hearing in the above-entitled and numbered cause and entered orders related to all prior matter before the Court. The Court finds that all matters are now resolved and enters this Final Judgement. *It is therefore,*

ORDERED, ADJUDGED AND DECREED that Instrument Nos. D212187326 and D214164490, both recorded in the Real Property Records of Tarrant County, Texas, are both **INVALID** and **VOID** in all respects. *It is further,*

ORDERED, ADJUDGED AND DECREED that this Final Judgment may be recorded in the Real Property Records of Tarrant County, Texas. *It is further,*

ORDERED, ADJUDGED AND DECREED that Plaintiff is awarded court costs in the amount of \$_____ *It is further,*

ORDERED, ADJUDGED AND DECREED that all of Plaintiff's remaining claims are dismissed with prejudice. *It is further,*

ON 10/26/17, ALL SERVED VIA:
✓ HAND DELIVERY *Adair, Warner*
___ MAIL
___ FAX
___ WHO IS TO
SERVE COPIES ON ALL OTHERS
___ *Adair, Warner*





I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Tarrant County, Texas.

To verify the authenticity of this copy, capture the QR code or visit:
<https://tarrant.tx.publicsearch.us/verifycert/a6160hqp>



Mary Louise Nicholson
Tarrant County Clerk

Mary Louise Nicholson

Digitally signed by: Mary Louise Nicholson
Date: Apr 11, 2025 11:19 AM -05:00

D225057646

Page 5 of 5



I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Tarrant County, Texas.

To verify the authenticity of this copy, capture the QR code or visit:
<https://tarrant.tx.publicsearch.us/verifycert/qYM5wZMN>



Mary Louise Nicholson
Tarrant County Clerk

Mary Louise Nicholson

Digitally signed by: Mary Louise Nicholson
Date: Mar 14, 2025 07:27 AM -05:00

Page 4 of 4

D224135143

Page 4 of 4

ORDERED, ADJUDGED AND DECREED that all relief not expressly granted herein
is denied.

SIGNED: October 26, 2017

Judoe Wade Birdwell
JUDOE WADE BIRDWELL, PRESIDING



D224135143
JUDGMENT
Pages: 4
Fees: \$32.00

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF
TARRANT COUNTY, TEXAS
07/31/2024 01:41 PM

Mary Louise Nicholson
MARY LOUISE NICHOLSON
COUNTY CLERK



D225057646
DEED
Pages: 5
Fees: \$36.00

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF
TARRANT COUNTY, TEXAS
04/03/2025 01:49 PM

Mary Louise Nicholson
MARY LOUISE NICHOLSON
COUNTY CLERK

FINAL JUDGMENT

Page 2



A Neutral

As of: July 11, 2025 2:56 PM Z

Nicholson v. Bank of N.Y. Mellon

United States Court of Appeals for the Second Circuit

July 1, 2025, Decided

24-586-cv

Reporter

2025 U.S. App. LEXIS 16138 *; 2025 LX 276091; 2025 WL 1806058

HARRIET NICHOLSON, Plaintiff-Appellant, v. THE BANK OF NEW YORK MELLON, FORMERLY KNOWN AS THE BANK OF NEW YORK TRUSTEE FOR THE CERTIFICATE HOLDERS OF CWMBS, INC., CWMBS REFORMING LOAN REMIC TRUST CERTIFICATES SERIES 005-R2, Defendant-Appellee.

Notice: PLEASE REFER TO *FEDERAL RULES OF APPELLATE PROCEDURE RULE 32.1* GOVERNING THE CITATION TO UNPUBLISHED OPINIONS.

Prior History: [*1] Appeal from a judgment of the United States District Court for the Southern District of New York. (Paul G. Gardephe, Judge).

Nicholson v. Bank of N.Y. Mellon, 2023 U.S. Dist. LEXIS 151352, 2023 WL 5526715 (Aug. 28, 2023)

Core Terms

district court, res judicata, de novo

Counsel: Harriet Nicholson, PLAINTIFF-APPELLANT, Pro se, Grand Prairie, Texas.

FOR DEFENDANT-APPELLEE: Brian P. Scibetta, McCalla Raymer Leibert Pierce, LLP, New York, New York.

Judges: PRESENT: JOSEPH F. BIANCO, EUNICE C. LEE, ALISON J. NATHAN, Circuit Judges.

Opinion

SUMMARY ORDER

UPON DUE CONSIDERATION, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the judgment of the district court is **AFFIRMED**.

Appellant Harriet Nicholson, proceeding *pro se*, appeals from the district court's judgment dismissing her action on *res judicata* grounds. We assume the parties' familiarity with the underlying facts, the procedural history, and the issues on appeal, to which we refer only as necessary to explain our decision to affirm.

"We review the grant of a motion to dismiss *de novo*, accepting as true all factual claims in the complaint and drawing all reasonable inferences in the plaintiff's favor." Fink v. Time Warner Cable, 714 F.3d 739, 740-41 (2d Cir. 2013). We also review *de novo* a district court's application of *res judicata*. See Brown Media Corp. v. K&L Gates, LLP, 854 F.3d 150, 157 (2d Cir. 2017).

Here, a review of the record and relevant case law reveals that the district court properly dismissed Nicholson's action.¹ We affirm [*2] for substantially the reasons stated by the district court in its thorough and well-reasoned August 28, 2023 Order.

We have considered all of Nicholson's remaining

¹ Nicholson has filed various motions for judicial notice. The motions are granted as to the nonjudicial foreclosure sale of her home and the substitute trustees' deed awarded to Nationstar Mortgage LLC, as well as the docket sheet and final judgment in the lawsuit brought in the United States District Court for the Northern District of Texas. The motions for judicial notice are otherwise denied as to her remaining requests.

Nicholson v. Bank of N.Y. Mellon

arguments and motions and find them to be without merit. Accordingly, we **GRANT** Nicholson's motion for judicial notice as to the nonjudicial foreclosure sale of her home, Nationstar Mortgage LLC's substitute trustees' deed, and the docket sheet and final judgment in the lawsuit brought in the United States District Court for the Northern District of Texas. We **DENY** the remaining motions and **AFFIRM** the judgment of the district court.

End of Document

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

Thurgood Marshall U.S. Courthouse 40 Foley Square, New York, NY 10007 Telephone: 212-857-8500

MOTION INFORMATION STATEMENT

Docket Number(s): 24-586

Caption [use short title]

Motion for: EMERGENCY RELIEF PRESERVE THE APPEALS
COURT'S JURISDICTION UNTIL APPELLANT FILES
PET. FOR REHEARING OR ENBANC ALL WRITS ACT

NICHOLSON

V.

BONY

Set forth below precise, complete statement of relief sought:

THE COURT INVOKE THE ALL WRITS ACT TO PRESERVE
THE APPEALS COURT'S JURISDICTION AND PREVENT
A FAIT ACCOMPLI MANEUVER BY APPELLANT TO
EVICT APPELLANT TO PROTECT VESTED PROPERTY
RIGHTS PENDING IN THIS CIVIL RIGHTS LAWSUIT
RELYING ON THIS COURT HOLDINGS IN IN RE FOGARTY.

MOVING PARTY: HARRIET NICHOLSONOPPOSING PARTY: BONY☐ Plaintiff☐ Defendant☒ Appellant/Petitioner☐ Appellee/Respondent

MOVING ATTORNEY: _____

OPPOSING ATTORNEY: BRIAN SCIBETTA

[name of attorney, with firm, address, phone number and e-mail]

BRIAN.SCIBETTA@MCCALLA.COM

Court- Judge/ Agency appealed from: _____

Please check appropriate boxes:

Has movant notified opposing counsel (required by Local Rule 27.1):

☒ Yes☐ No (explain): _____

Opposing counsel's position on motion:

☐ Unopposed☒ Opposed☐ Don't Know

Does opposing counsel intend to file a response:

☒ Yes☐ No☐ Don't Know

FOR EMERGENCY MOTIONS, MOTIONS FOR STAYS AND INJUNCTIONS PENDING APPEAL:

Has this request for relief been made below?

☐ Yes☐ No

Has this relief been previously sought in this court?

☐ Yes☒ No

Requested return date and explanation of emergency:

7.5.25

REQUESTING A STAY UNDER THE ALL WRITS ACT TO PRESERVE THE COURT'S
EXCLUSIVE JURISDICTION AND PREVENT FURTHER HARM ON 7.9.25 EVICTION
IN FURTHERANCE OF APPELLANT'S FAIT ACCOMPLI STRATEGY TO EVICT WHICH
THIS PANEL RECOGNIZED BY THE NATIONSTAR DEED 2025

Is the oral argument on motion requested?

☒ Yes☐ No

(requests for oral argument will not necessarily be granted)

Has the appeal argument date been set?

☐ Yes☒ No

If yes, enter date: _____

Signature of Moving Attorney:

Harriet NicholsonDate: 7.2.25

Service:

☐ Electronic☒ Other [Attach proof of service]

CASE 24-586
SECOND CIRCUIT COURT OF APPEALS

HARRIET NICHOLSON, APPELLANT
V.
BANK OF NEW YORK MELLON, APPELLEE

**EMERGENCY MOTION UNDER THE ALL WRITS ACT TO PRESERVE
APPELLATE JURISDICTION DURING PETITION FOR
REHEARING/REHEARING EN BANC AND STAY PENDING EVICTION
IN FURTHERANCE OF APPELLEE'S FIAT ACCOMPLI MANEUVER**

AND PROTECT VESTED PROPERTY RIGHTS

TO THE HONORABLE JUSTICES BIANCO, LEE, AND NATHAN:

Harriet Nicholson, pro se, respectfully moves this Court under the All Writs Act, 28 U.S.C. § 1651(a), for emergency relief to preserve the Court's exclusive appellate jurisdiction over this civil rights matter and to prevent irreparable injury to vested property rights restored by a state court final judgment. A state court eviction trial is set for July 9, 2025,¹ based on a trustee's deed executed during this Court's appellate jurisdiction — a fiat maneuver that violates precedent, constitutional safeguards, and the dignity of this Court's authority.

Additionally, Nicholson respectfully moves this Court under the All Writs Act, 28 U.S.C. § 1651(a), for an emergency order preserving this Court's jurisdiction by temporarily staying enforcement of a state court eviction judgment based on a void foreclosure deed executed while this appeal was pending. Nicholson intends to file

¹ See Ex. A, Pursuant to Federal Rule of Evidence 201(b)(2), Plaintiff respectfully requests that the Court take judicial notice of the publicly available records from the Tarrant County Justice of the Peace Court, accessed on July 2, 2025. **Blue Tree Hotels Inv. (Canada), Ltd. v. Starwood Hotels & Resorts Worldwide, Inc.**, 369 F.3d 212, 217 (2d Cir. 2004) (*taking judicial notice of complaints and other documents filed in another court not for the truth of the matters asserted but to establish the fact of such litigation and related filings*).

EX. A

HTTPS://PORTAL-

TX.TARRANT.TYLERTECH.CLOUD/PUBLICACCESS/CASEDETAIL.ASPX?CASEID=59
10983 ACCESSED ON JULY 2, 2025

REGISTER OF ACTIONS

CASE No. JP02-25-E00160927

NATIONSTAR MORTGAGE LLC vs. HARRIET H NICHOLSON §
AND ALL OTHER OCCUPANTS OF 2951 SANTA SABINA §
DRIVE GRAND PRAIRIE, TEXAS 75052 §
§
§

Case Type: EFile Evictions

Date Filed: 05/22/2025

Location: JP No. 2

PARTY INFORMATION

Defendant HARRIET H NICHOLSON AND ALL OTHER OCCUPANTS OF 2951 SANTA SABINA DRIVE GRAND
PRAIRIE, TEXAS 75052
2951 SANTA SABINA DRIVE
GRAND PRAIRIE, TX 75052

**Lead
Attorneys**

Plaintiff NATIONSTAR MORTGAGE LLC
4004 Belt Line Road
Suite 100
Addison, TX 75001

**James
Frappier**
Retained
972-386-
5040(W)

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS

05/ 22/ Original Petition Filed (OCA Opening)
20
25
05/ 22/ EFile Original Petition Document
20 PETITION FOR FORCIBLE DETAINER// MISSING NTV
25
05/ 30/ Citation Issued
20
25
05/ EVICTION
30/
20 HARRIET H NICHOLSON AND ALL OTHER
25 OCCUPANTS OF 2951 SANTA SABINA DRIVE Served 06/06/2025
GRAND PRAIRIE, TEXAS 75052
Returned 06/06/2025
06/ Unrelated Case Party Contacted Court
02/ DAUGHTER OF THE DEFN / STATES SHE IS UNABLE TO FIND THE CASE ONLINE AND WAS WORRIED THAT THIS
20 CASE IS A SCAM / ADVISED THAT THE CASE IS VALID / SHE WANTED TO KNOW WHAT A MISSING NTV MEANS AND IF
25 THE CLERKS ARE ALLOWED TO TELL THE PLTF WAHT IS MISSING / I ADVISED THAT IT IS AN INTERNAL NOTE BUT
WE ALSO ADVISED THE PLTF UPON FILING THAT THE NTV IS MISSING / SHE WANTED TO KNOW IF SHE COULD
REQUEST A COPY OF THE FILE / ADVISED THAT SHE WOULD NEED TO FILL OUT A FORM AND THE COST OF COPIES
/ I ALSO ADVISED THAT THE DOCUMENTATION WOULD BE SERVED THIS WEEK
06/ Copies Requested and Made
02/ COPY OF FILE
20 Party: HARRIET H NICHOLSON AND ALL OTHER OCCUPANTS OF 2951 SANTA SABINA DRIVE GRAND PRAIRIE, TEXAS
25 75052

20
25
07/
02/ **Mailed**
20 *COPIES OF 4 ORDERS DENYING MOTIONS*
25
07/
02/ **E-Mail Received by Court**
20
25
07/
02/ **Defendant Contacted Court**
20 *INQUIRING RE: MOTIONS DENIED. CLERK ADVISED*
25
07/
09/ **Jury Trial (1:30 PM) (Judicial Officer Curnutt, Mary Tom)**
20
25

EX. 8

NO. 24-586

**IN THE UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT**

HARRIET NICHOLSON,
Plaintiff-Appellant,

v.

**THE BANK OF NEW YORK MELLON, f/k/a The Bank of New York, Trustee
for the Certificateholders of CWMBS, Inc., CWMBS Reforming Loan Remic
Trust Certificates Series 005-R2,**
Defendant-Appellee,

**APPELLEE’S OPPOSITION TO APPELLANT’S “EMERGENCY” POST-
DECISION MOTION FOR STAY AND TO ENJOIN EVICTION**

Defendant-Appellee, The Bank of New York Mellon f/k/a The Bank of New York, Trustee for the Certificateholders of CWMBS, Inc., CWMBS Reforming Loan Remic Trust Certificates Series 005-R2 (“Appellee”), submits this opposition to the “Emergency” Post-Decision Motion for a Stay Pending a Petition for Rehearing/Rehearing En Banc and to Enjoin a Texas Eviction Action (ECF No. 164) filed by Plaintiff-Appellant, Harriet Nicholson (“Appellant”).

This appeal arises from the dismissal of Appellant’s lawsuit that sought to challenge a judgment issued by a Texas state court, on the grounds that the claims were barred by res judicata and collateral estoppel. By Summary Order entered on

July 1, 2025 (ECF No. 163), the Court affirmed the dismissal of Appellant's lawsuit on those grounds, adopting the reasoning set forth by the District Court in the August 28, 2023 dismissal Order.

In addition to affirming the dismissal, the Court also denied through the Summary Order a series of motions and emergency applications Appellant had filed concerning issues outside the scope of the appeal, through which she sought to enjoin events taking place in Texas stemming from a non-judicial foreclosure that took place after the judgment entered by the District Court below. Notably, the Court denied two motions/emergency applications from Appellant that had sought to enjoin an eviction proceeding filed by non-party, Nationstar Mortgage LLC d/b/a Mr. Cooper ("Nationstar"), in the Texas state court system in Tarrant County, captioned, *Nationstar Mortgage LLC v. Harriet Nicholson and All Other Occupants*, Case No. JP07-25-E00118530. *See* Summary Order at p. 2 (denying motions filed at ECF Nos. 141 and 144, among others). Through her instant "emergency" application, Appellant again seeks this same relief of a stay of the Texas eviction, apparently undeterred by the Court deciding the appeal in Appellee's favor and denying all prior identical requests for injunctive relief.¹

¹ On July 3, 2025, Appellant also submitted to the clerk's office for filing a motion seeking "clarification" of the Summary Order, so it seems possible she has not grasped the legal import of what the Court ruled.

Simply, there is no reason for the Court to revisit its prior denials of injunctive relief as to the Texas eviction just because Appellant has announced her intention to file a petition for panel rehearing/rehearing en banc under Fed. R. App. P. 40 as to the Summary Order. While Appellant is entitled to pursue that petition, the Summary Order served to affirm the “proper[]” dismissal of Appellant’s lawsuit, finding her arguments “to be without merit,” and certainly does not create grounds for injunctive relief where none existed before. Appellant may not have fully grasped the legal import of the Summary Order (*see* FN 1 above), but it has not increased the strength of her position such that these same issues would need to be revisited, with a different outcome reached. Indeed, the Court’s rejection of this same requested injunctive relief just last week should preclude Appellant from seeking it again. There is no change in circumstances over the past week that would warrant a different outcome, and in fact, the Court having decided the appeal in Appellee’s favor only reinforces the appropriateness of denying Appellant this relief. Everything brought up by Appellant in her motion—whether the All Writs Act, so-called “fiat maneuvers,” “preservation” of this Court’s jurisdiction, and purported constitutional issues—have nothing to do with what this Court decided in this appeal, and should be disregarded.

Because there is no basis for this emergency motion to be filed, it can only be viewed as an unfortunate continuation of Appellant’s vexatious tactics that she has

employed throughout. The motion's frivolous nature could not be more evident by the fact that Appellant fails to even acknowledge that the Summary Order decided the appeal in Appellee's favor, affirming the dismissal of her lawsuit. Instead, Appellant's takeaway from the Summary Order seems to be only that the Court took judicial notice regarding the Texas nonjudicial foreclosure and resulting deed, which ultimately had no bearing on the Court's affirmance of the dismissal. Having just lost the appeal, for Appellant to then immediately bring an emergency application as if the adverse decision somehow supports her position is entirely meritless.

Appellee refers the Court to oppositions it has previously filed under ECF Nos. 76, 105, 142, and 150, for all the reasons why emergency relief in the form of a stay or that would otherwise enjoin state court proceedings (commenced by non-parties) should not be granted. Pertaining to Appellant's repeated attempts to have this Court enjoin the Texas state court eviction, Appellee further reiterates its Anti-Injunction Act argument set forth in detail in its opposition filed under ECF No. 150.

For those various reasons, Appellant's latest emergency motion seeking the same injunctive relief as before should again be denied, and this Court should grant such other and further relief as it deems warranted under the circumstances.

Respectfully submitted,
**MCCALLA RAYMER LEIBERT
PIERCE, LLP**
Attorneys for Defendant-Appellee

By: /s/ Brian P. Scibetta
Brian P. Scibetta

Dated: July 7, 2025

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

Case No. 24-586

HARRIET NICHOLSON,
Plaintiff-Appellant,

v.

THE BANK OF NEW YORK MELLON, f/k/a The Bank of New York, Trustee for the
Certificateholders of CWMBBS, Inc., CWMBBS Reforming Loan Remic Trust Certificates Series
2005-R2,
Defendant-Appellee.

APPELLANT’S REPLY TO APPELLEE’S OPPOSITION TO EMERGENCY MOTION FOR STAY AND TO ENJOIN EVICTION

I. THE PENDING EVICTION IS THE PRODUCT OF AN EXTRA-JUDICIAL, NON- JUDICIAL FORECLOSURE SALE EXECUTED WITHOUT THIS COURT’S LEAVE—A CLASSIC FAIT ACCOMPLI IN VIOLATION OF THE GRIGGS DOCTRINE, APPELLATE COMITY, STOP THE BEACH, IN RE FOGARTY, AND TEXAS CONSTITUTIONAL LAW

1. Extra-judicial foreclosure without judicial oversight.

On March 4, 2025, the Bank of New York Mellon and its agent Nationstar Mortgage LLC d/b/a Mr. Cooper conducted a non-judicial foreclosure sale of Nicholson’s homestead in Texas without leave of this Court, and despite prior state court judgments declaring the underlying substitute trustee’s deed void.

2. Fait accompli maneuver to defeat appellate review.

The sale and eviction are calculated fait accompli maneuvers designed to defeat this Court’s jurisdiction, in contravention of:

- Griggs v. Provident Consumer Disc. Co., 459 U.S. 56 (1982);
- Appellate comity doctrine;
- Stop the Beach Renourishment, Inc. v. Fla. Dep’t of Env’tl. Prot., 560 U.S. 702 (2010);
- In re Fogarty, 39 F.4th 62 (2d Cir. 2022).

3. Repeated warnings since 2024.

Nicholson has repeatedly alerted this Court—via ECF Nos. 76, 105, 141, 144, 150, and

164—that Appellee and Nationstar were attempting to extinguish her appellate rights through stealth foreclosure and eviction despite clear state court orders restoring her title.

4. Nicholson's situation is more egregious than Fogarty.

Whereas Ms. Fogarty had only a possessory interest, Nicholson came to this Court with vested property rights affirmed by final Texas state court judgments. She prevailed in securing an amended final judgment in 2020 that voided the foreclosure and restored title, and that judgment was affirmed on appeal in 2022. Now, Nicholson is at risk of being rendered homeless as a result of Appellee's extrajudicial acts. This Court must act to protect those constitutionally protected vested rights.

5. Texas law prohibits divestment of vested rights through extrajudicial acts.

In *City of Dallas v. Stewart*, 361 S.W.3d 562, 578 (Tex. 2012), the Texas Supreme Court held that once property rights are vested under a final judgment, they cannot be divested by extrajudicial means, and that a judicial process is required to effectuate any deprivation.

II. EMERGENCY RELIEF IS NECESSARY TO PRESERVE THIS COURT'S APPELLATE JURISDICTION UNTIL NICHOLSON CAN FILE HER PETITION FOR REHEARING AND/OR REHEARING EN BANC

Nicholson intends to file a timely petition for rehearing and rehearing en banc under Fed. R. App. P. 40 and 35. Unless the eviction is stayed, the extra-judicial dispossession of her homestead will:

- Moot the controversy,
- Destroy this Court's ability to afford effective relief,
- Replicate the abuse condemned in *In re Fogarty*.

Emergency relief is required solely to preserve the status quo and this Court's jurisdiction while Nicholson prepares and files her petition.

III. MISSTATEMENTS AND OMISSIONS IN APPELLEE'S OPPOSITION

1. Appellee falsely suggests that the March 4, 2025 foreclosure and resulting eviction were proper or lawful. In truth, the foreclosure deed used to initiate eviction is derivative of void acts by the Texas state court in 2020 and affirmed by the Texas Court of Appeals in 2022. Appellee omits this dispositive fact entirely.

2. Appellee incorrectly implies that the Summary Order foreclosed any further relief or jurisdictional concerns. However, Nicholson's emergency motion does not challenge the merits of the July 1, 2025 Summary Order but seeks preservation of the Court's jurisdiction pending rehearing. This Court retains full authority under the All Writs Act to stay extrajudicial actions that threaten to moot a live controversy.

3. Appellee mischaracterizes Nicholson's petition as 'frivolous' and 'vexatious' while failing to acknowledge that her emergency filings are grounded in active title and identity theft claims supported by final state judgments and federal filings. This includes Nicholson's

vested property rights, voided deed, and pending federal due process claims—none of which were adjudicated on the merits below.

4. Appellee erroneously describes Nationstar as a 'non-party' when it is in fact BONY's servicing agent and the entity executing the eviction. Appellee cannot hide behind procedural labels to disclaim responsibility for ongoing extrajudicial acts carried out by its authorized agent.

5. Appellee suggests there has been no change in circumstances, ignoring the March 4, 2025 extra-judicial foreclosure and resulting eviction which post-dated the district court's judgment and which Nicholson repeatedly alerted the Court about in motions dating back to 2024.

6. Appellee fails to disclose that the March 4, 2025 substitute trustee's deed was executed and accepted by Nationstar's foreclosure counsel to itself, entirely outside the court system, while a temporary restraining order (TRO) was still in effect. The TRO, along with a lis pendens on file, provided clear notice that Nicholson's title and possession were under judicial review. Nationstar and the Bank of New York nevertheless proceeded to finalize the foreclosure and execute eviction-related activities in knowing violation of judicial orders—conduct that constitutes impermissible extrajudicial self-help while this appeal was pending.

CONCLUSION

The March 4, 2025, foreclosure and resulting eviction represent a *fait accompli* strategy more egregious than that condemned in *Fogarty*. Unlike *Fogarty*, Nicholson holds vested, adjudicated title—yet now faces imminent homelessness due to extra-judicial acts taken without leave of this Court, in violation of *Griggs*, *Stop the Beach*, and *City of Dallas v. Stewart*.

Emergency relief is not just appropriate—it is constitutionally imperative to preserve this Court's jurisdiction and Appellant's property rights while she prepares and files her petition for rehearing and/or rehearing en banc.

Nicholson respectfully requests that the Court:

1. Stay and enjoin the eviction and related actions;
2. Issue such relief in aid of its jurisdiction under 28 U.S.C. § 1651(a); and
3. Grant any further relief deemed just and necessary.

Respectfully submitted,

/s/ Harriet Nicholson

Harriet Nicholson, Pro Se

Dated: July 07, 2025



I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Tarrant County, Texas.

To verify the authenticity of this copy, capture the QR code or visit:
<https://tarrant.tx.publicsearch.us/verifycert/93CzwWeG>



Mary Louise Nicholson
Tarrant County Clerk

Mary Louise Nicholson

Digitally signed by: Mary Louise Nicholson
Date: Jul 07, 2025 11:50 AM -05:00

Page 1 of 3

NOTICE OF LIS PENDENS

TO ALL WHOM IT MAY CONCERN:

You are hereby notified that an action has been commenced in the 67th Judicial District Court, Tarrant County, Texas, bearing case number **67-361363-25**, styled **Harriet Nicholson v. Nationstar Mortgage, LLC**
Successor In Interest To THE BANK OF NEW YORK MELLON, f/k/a The Bank of New York,
Trustee for the Certificate Holders of CWMBBS, Inc., CWMBBS Reforming Loan Remic Trust
Certificates Series 2005-R2, which involves a claim to title and interest in real property commonly known as
2951 Santa Sabina Drive, Grand Prairie, Texas 75052, and further described as follows:

LEGAL DESCRIPTION: Lot 22, Block D, of Mirabella Village Phase 1, an addition to the City of Grand Prairie, Tarrant County, Texas, according to the map or plat thereof recorded in Cabinet A, Slide 5197 of the Plat Records, located in Tarrant County, Texas.

This action involves title in real property.

The court's decision in this case could affect the title and interest in the aforementioned property and, consequently, all individuals and entities with interests in this real property are hereby advised of the pendency of this action.

Dated: January 29, 2025

Harriet Nicholson

Harriet Nicholson

2951 Santa Sabina Drive

Grand Prairie, Texas 75052

817-217-0245

STATE OF: Texas

COUNTY OF: Tarrant

Subscribed and sworn to before me, the undersigned notary public, on this 29 day of January, 2025, by Harriet Nicholson personally known to me or has provided satisfactory evidence of identity.

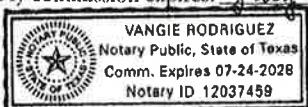
Notary Public:

Vangie Rodriguez

[Notary Signature]

Notary Public in and for the State of Texas

My commission expires: July 24, 2028



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Page: 1 of 3

Fees: \$28.00

LIS PENDENS

SUBMITTER: HARRIET HILLERY-NICHOLSON

Mary Louise Nicholson
MARY LOUISE NICHOLSON
COUNTY CLERK



I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Tarrant County, Texas.

To verify the authenticity of this copy, capture the QR code or visit:
<https://tarrant.tx.publicsearch.us/verifycert/93CzwWeG>



Mary Louise Nicholson
Tarrant County Clerk

Mary Louise Nicholson

Digitally signed by: Mary Louise Nicholson
Date: Jul 07, 2025 11:50 AM -05:00

Page 2 of 3

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Page 2 of 3

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067-361363-25

CAUSE NO. **067 361363-25** FILED
TARRANT COUNTY

IN THE DISTRICT COURT OF TARRANT COUNTY, TEXAS 2025 JAN 28 PH 1:02

JUDICIAL DISTRICT

THOMAS A. WILDER
DISTRICT CLERK

Harriet Nicholson,

Plaintiff,

v.

Nationstar Mortgage, LLC,

Defendant.

FILED
TARRANT COUNTY
1/28/2025 2:37 PM
THOMAS A. WILDER
DISTRICT CLERK

**PROPOSED ORDER GRANTING TEMPORARY RESTRAINING ORDER AND WAIVING BOND
REQUIREMENT**

Upon consideration of the Plaintiff's Verified Original Petition and Application for Temporary Restraining Order, the Court is of the opinion that the Plaintiff's Application for Temporary Restraining Order should be granted, and it is hereby ORDERED that the Defendant, Nationstar Mortgage, LLC, and its agents, servants, employees, or representatives are:

- Enjoined and restrained from conducting any foreclosure sale on the Plaintiff's property located at 2951 Santa Sabina Drive, Grand Prairie, Texas 75052, arising out of Loan 0619301724 or any other fraudulently created loan until further Order of this Court.
- Ordered to refrain from any attempts to collect debts or enforce any judgment, lien, or claim related to Loan 0619301724 or any loan arising from the fraudulent creation of loan documents or fraudulent recording related to Plaintiff's property at 2951 Santa Sabina Drive, Grand Prairie, Texas.
- Waived the bond requirement for the Temporary Restraining Order pursuant to Texas Civil Practices and Remedies Code §§ 65.041 and 65.042 as Plaintiff has demonstrated that her homestead is at issue and she is indigent.

It is further ordered that Plaintiff shall provide notice of this Temporary Restraining Order to Defendant's attorney, and a hearing for the Temporary Injunction shall be set as follows:



I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Tarrant County, Texas.

To verify the authenticity of this copy, capture the QR code or visit:
<https://tarrant.tx.publicsearch.us/verifycart/93CzwWwG>



Mary Louise Nicholson
Tarrant County Clerk

Mary Louise Nicholson

Digitally signed by: Mary Louise Nicholson
Date: Jul 07, 2025 11:50 AM -05:00

Page 3 of 3

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Page 3 of 3

Temporary Injunction Hearing Date:

Date: 2-7-2025

Time: 11:00 AM

Place: 674A District Court, Tarrant County, Texas

The parties are to appear for the temporary injunction hearing, and the Plaintiff shall be responsible for ensuring that notice of the hearing is provided to Defendant.

Signed: *R. H. Wallace*

JUDGE OF THE DISTRICT COURT

Sizing by Assignment



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF
TARRANT COUNTY, TEXAS
01/30/2025 11:48 AM

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LIS PENDENS
Pages: 3
Fees: \$28.00

Mary Louise Nicholson
MARY LOUISE NICHOLSON
COUNTY CLERK

EX. 10

**UNITED STATES COURT OF APPEALS
FOR THE
SECOND CIRCUIT**

At a Stated Term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York, on the 9th day of July, two thousand twenty-five.

Before: Joseph F. Bianco,
Eunice C. Lee,
Alison J. Nathan,
Circuit Judges.

Harriet Nicholson,

Plaintiff - Appellant,

v.

The Bank of New York Mellon, formerly
known as The Bank of New York Trustee for
the Certificate holders of CWMBS, Inc.,
CWMBS Reforming Loan Remic Trust
Certificates Series 005-R2,

Defendant - Appellee.

ORDER

Docket No. 24-586

Appellant, pro se, filed an emergency motion for a stay of a state court eviction action pending her filing of a petition for rehearing and/or rehearing en banc.

IT IS HEREBY ORDERED that the motion is DENIED.

For the Court:
Catherine O'Hagan Wolfe,
Clerk of Court


Catherine O'Hagan Wolfe



CASE NO. JP02-25-E00160927
IN THE JUSTICE COURT
PRECINCT TWO
TARRANT COUNTY, TEXAS

NATIONSTAR MORTGAGE LLC
VS

HARRIET H NICHOLSON AND ALL OTHER OCCUPANTS OF 2951 SANTA SABINA DRIVE GRAND
PRAIRIE, TEXAS 75052

J U D G M E N T

ON THIS 9TH DAY OF JULY, 2025 CAME ON TO BE HEARD THE ABOVE NUMBERED AND ENTITLED
CAUSE, AND THE PLAINTIFF(S) AND DEFENDANT(S) BOTH APPEARED AND ANNOUNCED READY FOR
TRIAL. A JURY CONSISTING OF A FOREPERSON AND FIVE OTHERS WAS DULY IMPANELED TO HEAR THE
CASE. THE WITNESSES WERE THEN DULY SWORN AND PRESENTED THEIR TESTIMONY TO THE JURY.
AFTER HEARING THE EVIDENCE PRESENTED, THE JURY RETIRED TO DELIBERATE.

THE JURY THEN RETURNED WITH A VERDICT THAT NATIONSTAR MORTGAGE LLC DO HAVE AND
RECOVER OF HARRIET H NICHOLSON AND ALL OTHER OCCUPANTS OF 2951 SANTA SABINA DRIVE
GRAND PRAIRIE, TEXAS 75052 THE PREMISES TO WIT: 2951 SANTA SABINA DRIVE GRAND PRAIRIE, TX
75052.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED BY THE JURY THAT THE PLAINTIFF(S),
NATIONSTAR MORTGAGE LLC, DO HAVE AND RECOVER OF THE DEFENDANT(S), HARRIET H NICHOLSON
AND ALL OTHER OCCUPANTS OF 2951 SANTA SABINA DRIVE GRAND PRAIRIE, TEXAS 75052 POSSESSION
OF THE FOLLOWING DESCRIBED PREMISES SITUATED IN THE JUSTICE COURT, PRECINCT SEVEN,
TARRANT COUNTY, TEXAS TO-WIT: 2951 SANTA SABINA DRIVE GRAND PRAIRIE, TX 75052, PLUS ALL
COSTS OF THIS SUIT, TOGETHER WITH INTEREST AT THE RATE OF 7.5000% COMPOUNDED ANNUALLY
FROM THE DATE OF JUDGMENT, AND THAT A WRIT OF POSSESSION ISSUE TO THE PROPER OFFICER
COMMANDING HIM TO SEIZE POSSESSION OF THE SAID ABOVE DESCRIBED PREMISES AND DELIVER
SAME TO SAID PLAINTIFF(S) IF DEFENDANT(S) FAILS TO VACATE AND FURTHER THAT AN EXECUTION
ISSUE FOR COLLECTION OF ALL MONIES DUE TO PLAINTIFF(S).

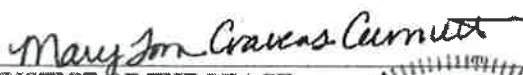
. THE APPEAL BOND AMOUNT IS \$3,229.00.

****ATTENTION: NOTICE OF JUDGMENT TO DEFENDANTS****

IF YOU ARE AN INDIVIDUAL (NOT A COMPANY), YOUR MONEY OR PROPERTY MAY BE
PROTECTED FROM BEING TAKEN TO PAY THIS JUDGMENT. FIND OUT MORE BY VISITING
WWW.TEXASLAWHELP.ORG/EXEMPT-PROPERTY. SI USTED ES UNA PERSONA FISCAL (Y NO UNA
COMPANIA), SU DINERO O PROPIEDAD PUDIERAN ESTAR PROTEGIDOS DE SER EMBARGADOS COMO
PAGO DE ESTA DEUDA DECRETADA EN JUICIO ENCONTRA SUYA. OBTENGA MAYOR INFORMACION
VISITANDO EL SITIO WWW.TEXASLAWHELP.ORG/EXEMPT-PROPERTY.


YOU MAY APPEAL THIS JUDGMENT BY FILING A BOND, MAKING A CASH DEPOSIT, OR FILING A
STATEMENT OF INABILITY TO AFFORD PAYMENT OF COURT COSTS WITHIN 5 DAYS AFTER THIS
JUDGMENT WAS SIGNED. SEE TEXAS RULE OF CIVIL PROCEDURE 510.9(A).

SIGNED 9TH DAY OF JULY, 2025.


JUSTICE OF THE PEACE
PRECINCT TWO
TARRANT COUNTY, TEXAS



**THIS IS TO CERTIFY THAT THIS IS A TRUE
AND CORRECT COPY OF RECORDS AS
FILED IN THIS OFFICE.**


JUSTICE OF THE PEACE, PCT. #2
TARRANT COUNTY, TEXAS
OR CLERK OF THE COURT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re: :
NICHOLSON, : Docket #1:22-cv-03177-
 : PGG-KHP
 :
Plaintiff, :
 :
- against - :
 :
THE BANK OF NEW YORK MELLON, et al., : New York, New York
 : October 19, 2022
Defendants. :
 : REMOTE CASE
----- : MANAGEMENT CONFERENCE

PROCEEDINGS BEFORE
THE HONORABLE KATHARINE H. PARKER,
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

For Plaintiff: HARRIET NICHOLSON, Pro Se
2951 Santa Sabina Drive
Grand Prairie, Texas 75052

For Defendants: MCCALLA RAYMER LEIBERT PIERCE, LLC
BY: BRIAN P. SCIBETTA, ESQ.
420 Lexington Avenue, Suite 420
New York, New York 10170-0002

Transcription Service: Carole Ludwig, *Transcription Services*
155 East Fourth Street #3C
New York, New York 10009
Phone: (212) 420-0771
Email: Transcription420@aol.com

Proceedings conducted telephonically and recorded by
electronic sound recording;
Transcript produced by transcription service

1
2 proceedings, including this one. Violations of this
3 rule may result in sanctions.

4 When we last spoke, we talked about a potential
5 settlement conference and scheduling of a settlement
6 conference. And defense counsel was going to go back to
7 his client to see if there was anything that could
8 potentially be done. As I understood it at our last
9 conference, plaintiff was seeking quiet title to the
10 property at issue.

11 Mr. Scibetta, what have you learned since our
12 last conference; and is a settlement something that
13 could be -- or a settlement conference something that
14 could be productive?

15 MR. SCIBETTA: Yes, your Honor. After the last
16 conference, I did go back to my client -- and, again,
17 that's the defendant, who's the owner of the loan, but
18 my firm also represents the mortgage servicer, Nation
19 Star Mortgage, as well, with respect to this loan. And
20 I communicated with them about, you know, looking into
21 potential settlement options. One of the options that
22 my client looked into was can this loan be modified,
23 which would bring the loan current. Unfortunately, that
24 option is not really available here based on a
25 restriction in how this loan was sold to this investor

VOLUME 2 OF 20 VOLUMES ORIGINAL

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EX. 13

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REPORTER'S RECORD
CAUSE NO. 342-262692-12
COURT OF APPEALS NO. 02-20-00379-CV
VOLUME 2 OF 20 VOLUMES
FILED IN
2nd COURT OF APPEALS
FORT WORTH, TEXAS
02/07/2021 2:58:50 PM
DEBRA SPISAK
Clerk
HARRIET NICHOLSON) IN THE DISTRICT COURT
)
VS) TARRANT COUNTY, TEXAS
)
THE BANK OF NEW YORK)
MELLON) 342ND JUDICIAL DISTRICT

TEMPORARY INJUNCTION

On the 21st day of March 2013, the following
proceedings came on to be heard in the above-entitled and
numbered cause before the Honorable J. Wade Birdwell, Judge
presiding, held in Fort Worth, Tarrant County, Texas:

Proceedings reported by Machine Shorthand.

HOLLY BISHOP, TEXAS CSR NO. 3095
OFFICIAL COURT REPORTER
342ND DISTRICT COURT
100 N. Calhoun Street, 5th Floor
Tom Vandergriff Civil Courts Building
Fort Worth, Texas 76196
817.884.2712

HOLLY BISHOP, CSR
Official Court Reporter, 342nd District Court

1 96th, which was removed to federal court, as was this one.
2 This case was removed to Judge McBryde's court and he sua
3 sponte remanded it. The other case was removed to Judge
4 Means' court and -- for procedural reasons. At this point in
5 time, has not remanded it. Whether or not it is remanded
6 remains to be seen. But the Court is aware that there are
7 two particular proceedings going on involving the same
8 dispute and will try to be sensitive to that.

9 If -- if either party thinks that this
10 hearing -- I'm not going to set this -- I'm continuing the
11 hearing on the temporary injunction. I'm not going to set it
12 for a date certain, but either party can request that the
13 hearing be continued on a specific date, if, for whatever
14 reason, the good faith cooperation that I'm anticipating does
15 not materialize for some reason.

16 As I noted in chambers, as a practical
17 matter, there is no longer a TRO in force, and therefore, the
18 Court is not in a position of requiring any additional bond
19 from plaintiff, and plaintiff is subject to eviction right
20 now based upon the judgment that was obtained in
21 Judge Pierson's court.

22 It is my understanding that defendant is
23 voluntarily foregoing enforcing that judgment at this time,
24 and the Court has recognized there may be prudential reasons
25 for that, because if she's evicted and the Court ultimately

1 finds that her claim has merit, then the damages would be
2 much greater. But that is a voluntary matter for the
3 defendant, and therefore, the Court is not in a position to
4 impose an additional bond.

5 The Court's main concern is that the
6 litigation progress in a manner that both sides have a
7 reasonable opportunity to discover the contentions of both
8 and to review the evidence that both have.

9 It is not the purpose of this Court to
10 maintain plaintiff in her residence just because. It is the
11 purpose of this Court to apply the law to the evidence that's
12 actually presented, but the Court desires to do so based on
13 an ordered proceeding and not having, for example, plaintiff
14 call and say that the movers are at the door kind of thing,
15 although, I understand that defendant has that right. I
16 would prefer some type of notice before that happened, if
17 that would -- if that were possible, to see if we could deal
18 with that.

19 But we will try and do this in an expeditious
20 manner. If defendant discovers that some of the contentions
21 that plaintiff has made are true, then maybe sending this to
22 mediation or something of that nature would be appropriate.
23 But I will -- I'm going to allow the parties to see where
24 y'all are first, see if there is a basis for some type of
25 resolution of the case without court intervention, that I

EX. 14

VOLUME 7 OF 20 VOLUMES ORIGINAL

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REPORTER'S RECORD
 CAUSE NO. 342-262692-12
 COURT OF APPEALS NO. 02-20-00379-CV
 VOLUME 7 OF 20 VOLUMES

FILED IN
 2nd COURT OF APPEALS
 FORT WORTH, TEXAS
 02/07/2021 2:58:50 PM
 DEBRA SPISAK
 Clerk

HARRIET NICHOLSON) IN THE DISTRICT COURT OF
)
 VS) TARRANT COUNTY, TEXAS
)
 THE BANK OF NEW YORK)
)
 MELLON) 342nd JUDICIAL DISTRICT

PLAINTIFF'S OPPOSED MOTION FOR LEAVE TO FILE PLAINTIFF'S
 SEVENTH AMENDED PETITION

PLAINTIFF'S MOTION TO STRIKE THE HARVEY LAW GROUP'S AFFIDAVIT
 AND EXHIBITS TO SUPPORT DEFENDANTS' TRADITIONAL AND
 NO-EVIDENCE MOTION FOR SUMMARY JUDGMENT

DEFENDANTS' TRADITIONAL AND NO-EVIDENCE
 MOTION FOR SUMMARY JUDGMENT

PLAINTIFF'S AMENDED PARTIAL MOTION FOR SUMMARY JUDGMENT

DEFENDANTS' MOTION TO STRIKE SEVENTH AMENDED PETITION
 DEFENDANTS' STIPULATION OF FACT

On the 18th day of August 2017, the following
 proceedings came on to be heard in the above-entitled and
 numbered cause before the Honorable J. Wade Birdwell, Judge
 presiding, held in Fort Worth, Tarrant County, Texas:

Proceedings reported by Machine Shorthand.

HOLLY BISHOP, CSR
 Official Court Reporter
 342nd District Court
 Tom Vandergriff Civil Courts Building
 100 N. Calhoun
 Fort Worth, Texas 76196
 817.884.2712

Holly Bishop, CSR
Official Court Reporter, 342nd District Court

VOLUME 7 OF 20 VOLUMES

65

1 before the foreclosure, okay?

2 MS. NICHOLSON: Okay.

3 THE COURT: The -- the -- they -- and my
4 understanding in doing that, is whoever the servicer is at
5 this point in time, will -- will have to do the notice, et
6 cetera.

7 MR. DANNER: Absolutely correct.

8 THE COURT: Okay?

9 MR. DANNER: Unless they want to get sued
10 again.

11 THE COURT: Yeah, and otherwise, there will
12 be another lawsuit, and I'll guarantee you they will transfer
13 it back to me. Okay?

14 MR. DANNER: Yes, sir. I will draft that
15 judgment. I will provide a copy to the plaintiff, and I'll
16 make sure that there's a provision for costs being awarded
17 and making sure that there's a single document that can be
18 recorded to put title back into the plaintiff.

19 THE COURT: Okay. Alrighty.

20 MR. DANNER: Thank you, Your Honor. Anything
21 else?

22 THE COURT: Any other matters we need to take
23 up at this time?

24 MR. DANNER: Not from us, Your Honor.

25 THE COURT: Okay.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

HARRIET NICHOLSON, : Docket #22cv3177
Plaintiff, :
- against - :
BANK OF NEW YORK MELLON, et al., : New York, New York
August 11, 2022
Defendants. :
----- : TELEPHONE CONFERENCE

PROCEEDINGS BEFORE
THE HONORABLE KATHARINE H. PARKER,
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

For Plaintiff: HARRIET NICHOLSON, PRO SE
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THE COURT: All right. Okay, good. So I'm just going to stay everything in the case until I talk with you in September.

THE PLAINTIFF: Okay, Your Honor.

THE COURT: September 28th at 12 p.m.

MR. SCIBETTA: Yeah, and just so I understand, Ms. Nicholson, so your position is you don't own the home, who do you think owns the home?

THE PLAINTIFF: Mr. Scibetta, it's not about who I think owns the home, according to the records in Texas, the title that, the deed that they get and, I don't know who owns it, that's why we're litigating it, but (indiscernible) never declared the ownership, they never granted title back to me, Bank of New York Mellon's attorney. He said that I was never given any quiet title or (indiscernible) title, they denied those claims. So although they declared the deed void, they never did deed my property back to me.

THE COURT: Okay --

THE PLAINTIFF: (indiscernible) by a deed or a Court order and they never did that.

THE COURT: Okay, so Ms. Nicholson, I think, let me just translate. Mr. Scibetta, what I'm understanding is there's a problem with the title

1 because, because although the deed that Nationstar or
2 you had was, even though it was voided, there also had
3 to be a return or a recognition of quiet title for Ms.
4 Nicholson. So there's an impediment because of what
5 transpired in Texas Court. And it's quite possible
6 because of all of the proceedings and the back and
7 forth that the judge might have gotten it wrong about
8 or made an error in not doing the quiet title and
9 sometimes if there's a lot of filings and so forth,
10 that could have been an issue. But what I'm
11 understanding Ms. Nicholson to say is that
12 notwithstanding the voiding of that, that deed, that
13 she still is not considered to have quiet title such
14 that she could sell the house if she needed to. And so
15 that has to be addressed in some manner. I don't know
16 how that can be addressed in this action. I don't
17 think it can be addressed in this action. It can't be
18 addressed but it could potentially be addressed through
19 a settlement and, and so that's something that is,
20 that's probably, a settlement is probably the best way
21 to deal with that issue and there is a dispute about
22 what is owed. Because what I'm hearing is Ms.
23 Nicholson thinks it's around \$90,000 and I'm hearing
24 that Nationstar and Bank of New York Mellon think that
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