

IN THE SUPREME COURT OF THE UNITED STATES

HAMID MAHJOR,

Plaintiff-Appellant

v.

GREENPOINT MORTGAGE FUNDING, INC., et al.

Defendants-Appellees

PLAINTIFF-APPELLANT'S EMERGENCY
PETITION FOR INJUNCTION OF EVICTION

Plaintiff-Appellant, Hamid Mahjor ("Mahjor"), respectfully requests this Court enter an emergency injunction / stay of the eviction case against me where Defendants are trying to evict me from my home while I am fighting this case – see the attached summons for unlawful detainer (Ex A), and in support thereof submits the following. Per Rule 23 please submit this to the Justice allotted to the 4th Circuit.

INTRODUCTION

The clear point of the underlying action now on appeal is straightforward: the subject promissory note was procured by fraud and is thus void – fraud by Mr. Milan, an agent of Greenpoint who, with apparently the knowledge of Greenpoint, engaged in this fraud repeatedly to make money for his employer. The victim of that fraud is Plaintiff, who had his entire down payment, \$184,000 (AC ¶14), stolen from him. Greenpoint is not the victim – as Greenpoint did not fund the loan, it was merely the [fraudulent] broker of the loan. Greenpoint, like many other mortgage brokers during that time, was engaged in blatant fraud to close loans to meet the demand for the securitized pools of the time.

Importantly, the Defendants did not contest that the note is void as a result of that fraud (not voidable, but void *ab initio*). Rather, they argued that Plaintiff in bankruptcy filings acknowledged this debt as his. In truth, Plaintiff is not empowered with bringing void things to life, even were the debt his, which it is not. A voidable thing, yes, but the Vasquez Note is not voidable - it is void. Further, Defendants argued the statute of limitations had run on raising the defense of "void" as if it were a fraud defense, and the Court accepted that argument and granted the 12b6 motion to dismiss.

With the case dismissed, and on appeal now in the U.S. Supreme Court, the Appellant will be precluded, he expects, from raising as a defense to title in the unlawful detainer case, the argument raised regarding the fact the note is void and cannot be enforced.

I am the victim and Milan and the Defendants are destroying my life.

ARGUMENT

1. An unlawful detainer action in the General District Court provides the Court with very narrow jurisdictional authority. The judge in said cases is limited to one issue, and one issue only: is the party bringing the action entitled to possession. In a foreclosure action, this decision is based on the submission of a clerk's certified copy of the Trustee's Deed of Sale. The court may not try issues of title, ownership, or anything outside of that narrow issue of possession. (*Addison v. Salyer*, 185 Va. 644, 648-649, 40 S.E.2d 260, ____ (1946).

2. Furthermore, upon an appeal from the General District Court ("GDC")

the jurisdiction of the Circuit Court does not expand in anyway. Rather, the court to which the action is appealed has no greater jurisdiction than the lower court. *Hirschkop v. Commonwealth*, 209 Va. 678, 682-683, 166 S.E.2d 322, ____ (1969)(citing *Stacy v. Mullins*, 185 Va. 837, 841, 40 S.E.2d 265, 266 (1946).

3. The above principle seems to be in derogation of Virginia Supreme Court Rule 7(B)(3)¹ which states that a defendant may plead new facts and raise any defenses.

4. Attention at the trial court level in the Commonwealth has been given to the decision of Circuit Judge Jonathan C. Thacher of Fairfax County in *Bank of New York Mellon v. Nguyen*, CL2009-16787 (Fairfax Cir. Ct. 3/30/2010), which was an appeal of an unlawful detainer action post-foreclosure. Judge Thacher's conclusion was: "The parties may introduce any evidence at trial that is probative as to who holds a facially valid title to the Property. No evidence may be admitted, however, which would serve only to attack a facially valid title." Letter opinion, p. 3. Consequently, admission of a homeowner's Deed into evidence should be permitted as it tends to establish a facially valid title. At best, the Trustee's Deed tendered would also only establish a facially valid title.

5. Until the institution of the unlawful detainer action, the foreclosure process has not been subject to any judicial scrutiny. The General District Courts

¹ 7B:3(a). A party asserting either a claim, counterclaim, cross-claim or a defense may plead alternative facts or theories of recovery against alternative parties, provided that such claims, defenses, or demands for relief so joined arise out of the same transaction or occurrence.

accept clerk certified copies of foreclosure trustee's deeds (pursuant to Va. Code § 8.01-389(C)²) as evidence of a title, which, in truth, is 'trying title.' Other issues about title or the regularities of the foreclosure – matters such as continuity of title through the land records, authority of parties to act, unproven fiduciary relationships, lack of consideration paid by UD plaintiff, etc. – are excluded. These are all matters that rebut the *prima facie* presumptions arising from application of the referenced statute. The statute to which homage is given is a judicial notice statute and only provides a rebuttable presumption that the representations of the deed are true.

6. The courts, this Court, should move to protect the property rights of Virginia's citizens and it does not have to go far. Consider the advice of Justice Whiting in his dissent in Smith v. Credico Industrial Loan Company :

As to the purchaser at the trustee's foreclosure sale, there is no question. He receives all the title, for better or worse, that the mortgagor enjoyed, and consequently he can recover *in ejectment* against the mortgagor and those claiming through him by descent or purchase. ... (I)t seems clear that legal title remains in the mortgagor under the deed of trust, and passes from him only when the trustee sells upon default.

234 Va. 514, 362 S.E.2d 735, 738 (1987) (Emphasis added.)

7. In Virginia, ejectment requires proof of title. By admitting evidence tending to establish a *title* chain, which Plaintiff will do, it will [*should*] effectively convert the instant matter from an unlawful detainer action to an ejectment case.

8. A defendant in an unlawful detainer case should at least be allowed to

² § 8.01-389(C): Specifically, recitals of any fact in a deed or deed of trust of record conveying any interest in real property shall be *prima facie* evidence of that fact.

rebut the presumptions raised by a facially valid title and, if that is accomplished, the burden of proving a valid title to support the claim for possession should shift to the plaintiff. This should be so because Plaintiff's claim for possession essentially derives from a chain of title to the subject property and not from a lease granted by the plaintiff.

9. The recent opinion from the VA Supreme Court, Parrish v National Mortgage Association, 787 S.E. 2d 116, 292 Va. 44 (2016) confirmed a homeowner's right to challenge facially valid title. If the homeowner has a valid defense that would survive demurrer, the general district court is to dismiss the case for the foreclosing party to refile an ejectment action in the Circuit Court and establish its title.

10. However, the problem facing Appellant is the defenses he raised were dismissed when they should not have been as the ruling by the Honorable Judge Brinkema in the Eastern District of Virginia was in clear conflict with precedent from the U.S. Supreme Court, thus he can expect they will not be considered by the unlawful detainer court as to whether or not they could survive demurrer – they were dismissed on 12b6.

11. Specifically, (A) in opposing the 12b6 motion to dismiss Appellant cited the Virginia Supreme Court speaking of void orders, stating an order which is void *ab initio* can be challenged "by all persons, anywhere, at any time, or in any manner." Singh v. Mooney, 541 S.E. 2d 549, 551 (Va. 2001). Brinkema acknowledged that case law (see Memo Op., Dkt#31, p. 8-9), but she viewed it as a fraud claim, not as a claim the note was void, and did not accept that that same principle applied to [void]

contracts. Her ruling that there was a statute of limitations on raising the void defense regarding contracts, but not orders (or ignoring that this was not a “fraud” claim, but a claim the note was void), clearly violates U.S. Supreme Court precedent, which states “[t]he authorities from the earliest time to the present unanimously hold that no court will lend its assistance in any way towards carrying out the terms of an illegal contract. In case any action is brought in which it is necessary to prove the illegal contract in order to maintain the action, courts will not enforce it. . . .” Kaiser Steel Corporation v. Mullins, 455 U.S. 72, 77 (1982) (*citing* McMullen v. Hoffman, 174 U.S. 639, 654, 19 S.Ct. 839, 845, (1899)). This Court further quoted McMullen stating that “to permit a recovery in this case is in substance to enforce an illegal contract, and one which is illegal because it is against public policy to permit it to stand. The court refuses to enforce such a contract and it permits defendant to set up its illegality, not out of any regard for the defendant who sets it up, but only on account of the public interest.” *Id.*, 77 (again *citing* McMullen v. Hoffman, at 669, 19 S.Ct. 851, (1899)). Similarly, the Virginia Supreme Court held “the law will not imply a promise to pay for services which are in derogation of public policy, any more than it will enforce a specific contract having that object in view; and when a plaintiff cannot establish his cause of action without relying on an illegal contract, or on services which by their very nature contravene public policy, he cannot recover.” Roller v. Murray, 112 Va. 780, 72 S.E. 665, 667 (Va., 1911). Despite that clear and unambiguous case law, the District Court referred to that argument as “so frivolous that it barely warrants a response.” (Memo Op p. 8).

12. And (B) her ruling that Appellant's bankruptcy filings, having listed the Vasquez loan as a debt, somehow breathed life into the void note thus making his argument res judicata was directly contrary to precedent from the Virginia Supreme Court:

[A] void contract is a complete nullity, one that has no legal force or binding effect. It is one which never had any legal existence or effect, and one which cannot in any manner have life breathed into it ... In Cohen v. Mayflower Corp., 196 Va. 1153 1160, 86 S.E.2d 860, 864 (1955), we said: "It is, of course, elementary that 'A void contract is no contract at all; it binds no one and is a mere nullity. Accordingly, an action cannot be maintained for damages for its breach.'..." (Citations omitted).

Kennedy v. Annandale Boys Club, Inc., 272 S.E. 38, 39 (Va. 1980).

II. PLAINTIFF HAS A LIKELIHOOD OF SUCCESS, AS THE PROMISSORY NOTE IS VOID *AB INITIO*, AND A DEED OF TRUST – A MERE INCIDENT TO THE NOTE - CANNOT SECURE A VOID NOTE, THUS ANY FORECLOSURE IS VOID

The Vasquez Note is Void Ab Initio

The true distinction between void and voidable acts, orders, and judgments is that the former can always be assailed in any proceeding, and the latter only in a direct proceeding. Alexander v. Nelson. 42 Ala. 462. The distinction between the terms "void" and "voidable," in their application to contracts, is often one of great practical importance; and, whenever entire technical accuracy is required, the term "void" can only be properly applied to those contracts that are of no effect whatsoever, such as are a mere nullity, and incapable of confirmation or ratification. Allis v. Billings, 6 Mete. (Mass.) 415, 30 Am. Dec. 744. Void in part, void in toto. Curtis v. Leavitt, 15 N. Y. 9, 90. Void things are as

no things. People v. Shall, 9 Cow. (N. Y.) 778, 7S4. A note executed by one using the fictional name of another, is an illegal contract, thus is a legal nullity and is void *ab initio*.

If the Note is void, and it is – arguing against that fact is an uphill battle in light of the evidence thereof, then the deed of trust is similarly void. The deed of trust serves one purpose – secure repayment of the debt, and is a mere incident thereto. *See Horvath v. Bank of N.Y.*, 641 F.3d 617, 623 (4th Cir., 2011). If there is no “debt” – and there is not as it is void – then there is, as a matter of law, no deed of trust. With no deed of trust, there can no foreclosure, no power of sale to exercise, and no trustee to a nonexistent deed of trust.

Further, re the note the Defendants do not have and cannot produce and which is not owned by Greenpoint, either as a result of its *bankruptcy* or having transferred it (putting aside that Greenpoint does not exist anymore as an entity – it was shut down in 2009).

There can be little argument that a contract which is illegal – and using straw purchasers (i.e. fake names and information) is illegal – cannot be enforced. Yet the Defendants repeatedly glossed over this clear and present fact. And “the law will not imply a promise to pay for services which are in derogation of public policy, any more than it will enforce a specific contract having that object in view; and when a plaintiff cannot establish his cause of action without relying on an illegal contract, or on services which by their very nature contravene public policy, he cannot recover.” Roller v. Murray, 112 Va. 780, 72 S.E. 665, 667 (Va.,

1911). In the case *sub judice*, the above applies to Greenpoint and its agents: it cannot recover on the illegal contract. Nor can the substitute trustee enforce the power of sale in a deed of trust that secures a void note – there is no debt to secure, thus there is no deed of trust as a matter of law.

Thus, it is clear the District Court erred in ruling that the Note, while seemingly accepting it was void, could not be challenged at this time given the statute of limitations for fraud had passed given Plaintiff was aware of the fraud as of 2008.

Statute Of Limitations

This argument is easily resolved. Once it is accepted – as it must be – that the note is void as illegal, then it may be challenged at any time by anyone at anytime, as illustrated in the above cited case law concerning the same.

Bankruptcy

And given an illegal contract is “void ab initio” – it is “not voidable only, but wholly void, and of no legal effect, and [n]o performance on either side can give the unlawful contract any validity, or be the foundation of any right of action upon it.” Deal v. Commonwealth, 299 S.E. 2d 346, 348 (Va. 1983). Thus, the entirety of the Defendants’ arguments based on the bankruptcy filings of the Plaintiff are irrelevant – he has no more power to “make” the contract a “thing,” let alone a valid thing, than the Defendants. And similar to when a contract is once declared ultra vires, “the fact that it is executed does not validate it, nor can it be ratified so

as to make it the basis of suit or action, nor does the doctrine of estoppel apply." Id.
At 348-349.

The District Court's Ruling Was in Error
and the Appellate Court Erred in Affirming

Respectfully, the District Court erred in granting the 12b6 motions to dismiss of the Defendants, and respectfully the Fourth Circuit Erred in affirming, in light of the clear legal treatment of void documents by the Courts – which is not limited to court orders, but applies to all things that are void ab initio – challenges can be raised at any time. While there is a statute of limitations to raise fraud as a defense to enforcement of a contract, there is no statute of limitations for challenging *void* documents. The presence of fraud does not always mean the note is void. It could simply not be void, or be just void and not void *ab initio*. These are the distinctions the district Court, and the Court of Appeals on appeal, missed.

Defendant FFC Must be Stopped from Evicting Me During My Appeal

As Exhibit A shows, FFC is going to try to evict me while my appeal is ongoing in the US Supreme Court. As my argument there is that there is no time limit to raise "void" I have likelihood to win, and it would greatly harm me to evict me during this process as I should win this case. I would be homeless and injured very much if evicted. I will be evicted based on fraudulent Trustees' Deed that FFC has from fraudulent foreclosure of my home based on a void note, which makes the foreclosure void also.

I ask this Court to appointed a guardian attorney – I request my prior attorney Chris Brown - to represent me as I am disabled and entitled to one and the court

cannot proceed against me with my disability as I am entitled to counsel per statute 8.01-9, and further to consider as for the void argument per statute 8.01-229 the statute of limitations was tolled for me as one with a disability, thus were the district court correct the statute did not run as it was tolled, but there is no statute of limitations to raise that a document is void, but in case this Court feels the district court may have been right.

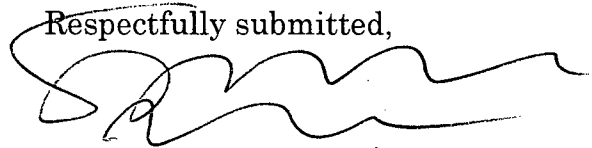
As further evidence of the corruption and misconduct, the Stafford Circuit Court granted a motion to release the lis pendens which gave notice of my underlying case, now on appeal in the U.S. Supreme Court, which was total violation of my rights as 1) the case was removed from Stafford to the EDVA, so the Stafford court had no jurisdiction to hear a motion under that same case number and the motion to release the lis pendens was filed under same case number of case removed to EDVA; 2) Judge did not appoint a guardian as required by VA Code §8.01-9; 3) I was not in good health and judge forced me to continue; 4) I informed the judge over 10 times I could not read or write English, and request for interpreter was denied; 5) the case in Stafford – CL 17-0209-00 was removed to the EDVA as 17-1782, and thus Stafford had no jurisdiction to enter an order in CL 17-0209-00 but it did, see attached order releasing the lis pendens in that case – Ex B). Of course, once the lis pendens was released FFC Properties, plaintiff in the eviction case, was able to get a Trustees' Deed and file the unlawful detainer case seeking to evict me. I filed a complaint against the judge with all supporting documentation – see Ex C. The Opposition I filed to motion to release lis pendens is attached as Ex D to this motion.

CONCLUSION

It was sufficiently pled that the Note, thus the Deed of Trust as well, is void, and void contracts cannot be enforced, and there is no statute of limitations for challenging a void document, and any identification of the loan by Plaintiff in his bankruptcy cannot breathe life into a void document. The District Court erred in granting the 12b6 motion to dismiss on the ground that the statute of limitations on the ability to challenge it as void had run – again, it cannot run; or on the grounds that my bankruptcy filings somehow breathed life into the void note, which cannot be.

For the above stated reasons, Plaintiff respectfully requests that the Court grant an injunction of the efforts to evict me from my home while the appeal is pending as the cited cases above make clear that I have a high likelihood of winning and the erroneous dismissal of my claims will prevent me from raising any defenses in the eviction case.

Respectfully submitted,



HAMID MAHJOR
21 Pickett Lane
Stafford VA 22556

12/28/2017

- Ex A – Unlawful Detainer Summons
- Ex B – Order releasing Lis Pendens
- Ex C – Complaint against the judge who release the lis pendens with supporting documentation
- Ex D – My opposition to motion to release lis pendens

EXHIBIT A

SUMMONS FOR UNLAWFUL DETAINER
(CIVIL CLAIM FOR EVICTION)

VA. CODE § 8.01-126
Commonwealth of Virginia

STAFFORD COUNTY

CITY OR COUNTY

General District Court

1300 COURTHOUSE RD, THE JUDICIAL CTR, STAFFORD, VA 22555

STREET ADDRESS OF COURT

TO ANY AUTHORIZED OFFICER: Summon the Defendant(s) as provided below:

TO THE DEFENDANT(S): You are commanded to appear before this Court on

1/22/18

@

9 am

to answer this civil claim.

RETURN DATE AND TIME

12/12/17

DATE ISSUED

☒ CLERK ☐ DEPUTY CLERK ☐ MAGISTRATE

CLAIM AND AFFIDAVIT: That Defendant(s) unlawfully detains and withholds from Plaintiff(s):

21 PICKETT LANE, STAFFORD, VA 22556

ADDRESS/DESCRIPTION OF DETAINED PROPERTY

and that the Defendant should be removed from possession based on the following:

☐ unpaid rent ☐

and further that rent is due and owing and damages have been incurred as follows:

\$ rent due for and \$ late fee

and \$ 70.00 per diem damages for use from date of sale

RATE(S) AND BEGINNING DATE(S)

and \$ costs 73.00 and \$ civil recovery and \$ attorney's fees.

☒ Plaintiff requests judgment for all amounts due as of the date of the hearing.

☐ This summons is filed to terminate a tenancy pursuant to the Virginia Residential Landlord and Tenant Act, § 55-248.2 et seq. of the Code of Virginia.

All required notices have been given.

☐ PLAINTIFF(S) ☒ PLAINTIFF'S ATTORNEY ☐ PLAINTIFF'S AGENT

Subscribed and sworn to before me this 20 day of Dec 2017

My commission expires: REG # 7297455

NOTARY REGISTRATION NO. MY COMMISSION ☐ CLERK ☐ DEPUTY CLERK ☐ MAGISTRATE ☐ NOTARY PUBLIC

EXPIRES 12/12/17 ☐ City ☐ County of Fairfax

CASE DISPOSITION

☐ JUDGMENT that Plaintiff recover against ☐ named DEFENDANT(S).

☐ possession of the premises described above pursuant to § 8.01-128.

☐ A hearing shall be held on to establish final rent and damages.

☐ Immediate writ of possession authorized pursuant to Virginia Code

☐ § 8.01-129 based upon a judgment of default for ☐ a trustee's deed following foreclosure

☐ the nonpayment of rent ☐ immediate non-remediable termination.

☐ § 55-243(C) or § 55-248.34:1(D).

DEFENDANT(S) PRESENT? ☐ YES ☐ NO

DATE

JUDGE

☐ Rent in the sum of \$ and \$ late fee

and \$ damages with interest and

RATE(S) AND BEGINNING DATE(S)

\$ costs and \$ civil recovery and \$ attorney's fees.

HOMESTEAD EXEMPTION WAIVED? ☐ YES ☐ NO ☐ CANNOT BE DEMANDED

☐ JUDGMENT FOR ☐ NAMED DEFENDANT(S) ☐

☐ NON-SUIT ☐ DISMISSED DEFENDANT(S) PRESENT? ☐ YES ☐ NO

DATE

JUDGE

CASE NO.

V17-0416

FFC PROPERTIES, LLC

PLAINTIFF(S) NAME(S) (LAST, FIRST, MIDDLE)

17090 QUAIL CREEK CIRCLE

HAMILTON, VA 20158

703-967-1161

TELEPHONE NUMBER

v.

MAHJOR, HAMID R.

DEFENDANT(S) NAME(S) (LAST, FIRST, MIDDLE)

UNKNOWN OCCUPANT

21 PICKETT LANE

STAFFORD, VA 22556

TELEPHONE NUMBER

TO DEFENDANT: You are not required to appear; however, if you fail to appear, judgment may be entered against you. See the additional notice on the reverse about requesting a change of trial location and your right to prevent this unlawful detainer action through payment of amounts owed.

☐ To dispute this case, you must appear on the return date to try this case

☒ To dispute this case, you must appear on the return date for the judge to set another date for trial.

If you fail to appear and a default judgment is entered against you, a writ of possession may be issued immediately for possession of the premises.

Bill of Particulars ordered DUE DATE

Grounds of Defense ordered DUE DATE

ATTORNEY FOR PLAINTIFF(S)

Stephen K. Christenson, PC VSB14953

4160 Chain Bridge Rd, Fairfax, VA 22030

703-591-3445

TELEPHONE NUMBER

ATTORNEY FOR DEFENDANT(S)

TELEPHONE NUMBER

DISABILITY ACCOMMODATIONS for loss of vision, hearing, mobility, etc. Contact the court ahead of time.

HEARING DATE AND TIME

Monday

January 22,

2018 @

9:00 am

☐ Redemption tender presented; continued to:

HEARING DATE AND TIME

☐ Defendant must pay:

\$ RENT OWED into the court to be held in escrow by

DATE and any rents coming due prior to the next hearing date must also be paid into the court.

JUDGE'S INITIALS

MONEY JUDGMENT PAID OR SATISFIED PURSUANT TO ATTACHED NOTICE OF SATISFACTION

DATE

CLERK

EXHIBIT B

VIRGINIA:

IN THE CIRCUIT COURT FOR STAFFORD COUNTY

HAMID MAJHOR

Plaintiff

v.

GREENPOINT MORTGAGE FUNDING, INC:

BROCK & SCOTT, PLLC

TRUSTEE SERVICES OF VIRGINIA, LLC :

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC

and

FFC PROPERTIES

Defendants.

Case No: CL17000209-00

PIN Number: 43084

Tax Map Number: 19R 19

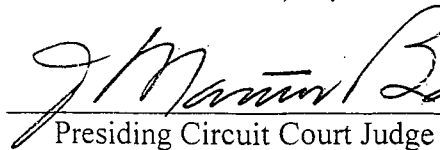
ORDER RELEASING LIS PENDENS

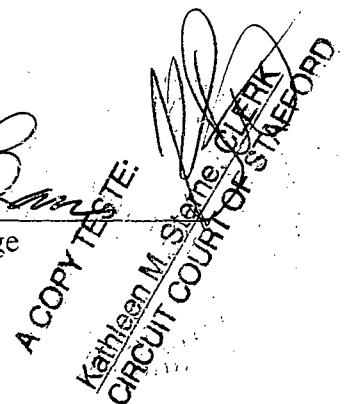
THIS MATTER came before the Court on November 20, 2017 for a hearing on Trustee Services of Virginia, LLC's "Motion to Have Recorded *Lis Pendens* Released".

HAVING HEARD from counsel for Trustee Services of Virginia, LLC and from the Plaintiff, proceeding *pro se*, and having considered the matter, the Court

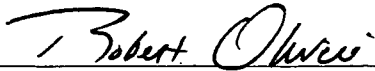
ADJUDGES, ORDERS and DECREES (1) that the "Notice of *Lis Pendens*" recorded among the land records of the Stafford County Circuit Court as Instrument #LR170004403 is hereby RELEASED, (2) that a certified copy of this Order shall be recorded among the land records of the Stafford County Circuit Court, and (3) upon the recording of this Order among the aforesaid land records, THIS MATTER SHALL STAND ENDED.

ENTERED THIS 20th DAY OF NOVEMBER, 2017.


Presiding Circuit Court Judge

A COPY TESTE:

Kathleen M. Sterne, CLERK
CIRCUIT COURT OF STAFFORD

I HAVE ASKED FOR THIS:



Robert Oliveri, Esquire (VSB 47247)
BROCK & SCOTT, PLLC
P.O. Box 839
Warrenton, Virginia 20188-0839
Counsel for Brock & Scott, PLLC and Trustee Services of Virginia, LLC

SEEN AND _____:



HAMID MAHJOR
21 Pickett Lane
Stafford, Virginia 22556-6472
Pro Se

NOTICE GIVEN TO:

THE BROWN FIRM, PLLC
Attn: Christopher E. Brown, Esquire
526 King Street, Suite 207
Alexandria, Virginia 22314-3143
Former Counsel for the Plaintiff

TROUTMAN SANDERS LLP
Attn: S. Mohsin Reza, Esquire
1850 Towers Crescent Plaza, Suite 500
Tysons Corner, Virginia 22182-6228
*Counsel for Defendants Greenpoint Mortgage Funding, Inc. and Mortgage Electronic
Registration Systems, Inc.*

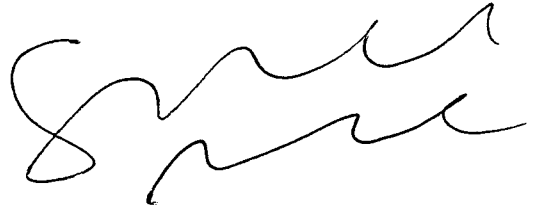
WALSH COLUCCI LUBELEY EMRICH & WALSH, P.C.
Attn: John E. Rinaldi, Esquire
4310 Prince William Parkway, Suite 300
Prince William, Virginia 22192-5199
Counsel for Defendant Greenpoint Mortgage Funding, Inc.

STEPHEN K. CHRISTENSON, P.C.
Attn: Stephen K. Christenson, Esquire
4160 Chain Bridge Road
Fairfax, Virginia 22030-4144
Counsel for FFC Properties, LLC

PIN NO: 213084 TAX MAY NO 19R:

CASE NO: CL17000209-0

I HAMID R MAHJOR APPEAL THE ORDER
RELEASING LISPENDENS NOVEMBER 20-17
GREENPOINT MORTGAGE FUNDING, INC
BROCK & SCOTT PLLC
TRUSTEE SERVICES OF VIRGINIA LLC
MORTGAGE ELECTRONIC
AND FCC PROPERTIES



FILED
CLERK OF COURT

2017 MAY 21 PM 4:07

CLERK OF COURT
GREENPOINT

EXHIBIT C

COMPLAINT

MAIL TO: Judicial Inquiry and Review Commission
Post Office Box 367
Richmond, Virginia 23218-0367
Note: The Commission does not accept fax or e-mail complaints.

Name of Judge Honorable Charles S. Sharp
Location of Court Stafford County, VA
Date of Incident 11/20/2017
Case Name or Number (if known) CL17000209-00
Current Status of Case Closed Stafford Co, appeal to the Federal Supreme court

Name and telephone number of persons who witnessed the judge's conduct:

Ms. Malissa Shaw, 540-310-7950.

Description of what the judge said or did that you believe was improper:

5 counts of U.S. Constitutional Law misconduct: 1.) The case is not in Stafford Co. jurisdiction, please review exhibit one objection filing by plaintiff. 2.) Judge did not appoint guardian as required by statute 801, and denied continuance. Continuance for a guardian was repeatedly requested by the plaintiff who is mentally disabled and suffering from physical health, please see exhibit two, (Pg 1 of 2, see attached 2 of 2.)

(additional pages may be attached)

DO NOT SEND ORIGINAL COURT RECORDS/RECORD WILL NOT BE RETURNED

Name
(Please Print Clearly) Hamid R Mahjor **Daytime**
Telephone (703) 531-9151

Address
21 Pickett Ln, Stafford, VA 22556

Signature

Date 11/2/2017

Note: The Commission does not accept unsigned complaints.

EXHIBIT D

IN THE SUPREME COURT OF THE UNITED STATES

HAMID MAHJOR,

Plaintiff-Appellant

v. _____

GREENPOINT MORTGAGE FUNDING, INC., et al.

Defendants-Appellees

ORDER

Based on the Emergency Petition filed by the Plaintiff-Appellant, Hamid Mahjor ("Mahjor"), any Opposition thereto, the rules of this Court, and the factors in issuing an injunction, it is hereby,

ORDERED that the request for an injunction is GRANTED, and the Defendant / Appellee FFC Properties is hereby ENJOINED from proceeding with its Unlawful Detainer case which is hereby STAYED until further Order of this Court.

Justice, Fourth Circuit Court of Appeals

VIRGINIA:

IN THE CIRCUIT COURT FOR STAFFORD COUNTY

HAMID MAHJOR.

Plaintiff,

v.

Case No. CL17-000209-00

GREENPOINT MORTGAGE FUNDING, INC.,
et al.

Defendants.

OBJECTION AND OPPOSITION TO MOTION TO REMOVE LIS PENDENS

Plaintiff, Hamid Mahjor, objects to and opposes the motion to remove the lis pendens, and states the following for the Court to consider:

1. Defendants Greenpoint Mortgage Funding, Inc ("Greenpoint") and Mortgage Electronic Registration Systems, Inc ("MERS") removed this case to the federal district court claiming federal question; Count IV - the Fair Deb Collection Practices Act ("FDCPA").

2. Plaintiff opposed removal and asked that the state court claims be remanded to the state court – that was overruled, and the entire complaint was removed to the federal court.

3. 28 U.S.C. §1441(c)(2) states:

Upon removal of an action described in paragraph (1), the district court shall sever from the action all claims described in paragraph (1)(B) and shall remand the severed claims to the State court from which the action was removed.

4. Once the case was removed from this court, jurisdiction in Stafford Circuit Court was lost to the federal court. Thus, this Court has no jurisdiction to hear this motion, as this case was removed to the federal court.

5. As there is no jurisdiction for this Court to hear this case, no order may be entered, and no hearing can be held by this Court.

6. In the alternative, if the court disagrees, and feels it has jurisdiction to hear the motion – which it respectfully does not and Plaintiff will appeal – then Plaintiff asks that the court appoint a Guardian to represent the Plaintiff as I am suffering from:

- a. PTSD
- b. Anxiety
- c. Paranoia
- d. Depression
- e. And is otherwise mentally disabled, is enrolled in psychiatric services and medication management for mental health and well-being, and is unable to protect his interests if pro se in this legal case setting before the Court.

7. All of Plaintiff's mental disabilities are the result of the actions of the Defendants as alleged in this case.

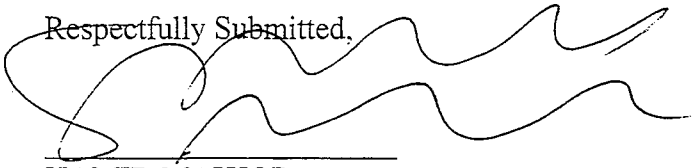
8. Plaintiff was previously appointed a guardian in a civil case in this court given his mental disability (Atty. Jason Pelt was appointed GAL) – case number CL 15-000306-00. If the Court does go forward, Plaintiff asks that his former counsel, Christopher Brown of the Brown Firm PLLC, be appointed his GAL in this case.

9. Ultimately this Court cannot grant the relief requested, just as it cannot stay the judgment – it is a judgment of the federal court and jurisdiction is with the federal court over this case. Defendants did not file an independent action seeking removal of the lis pendens – they filed using a case number for a case that was removed and this court has no jurisdiction to hear this case since the removal.

10. Further, Plaintiff asks that this Court enter an order staying or enjoining any efforts of the Defendants to evict or remove the lis pendens until 90 days after his appeal, which is pending in the US Supreme Court, is concluded.

WHEREFORE, Plaintiffs respectfully requests that this Court DENY the motion as it lacks jurisdiction, or in the alternative continue the case and order that an attorney / guardian be appointed to represent the Plaintiff in light of my mental disability and inability to protect my interests in this legal setting pro se.

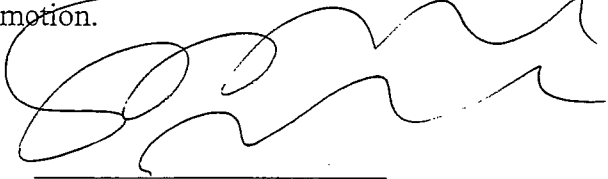
Respectfully Submitted,



HAMID MAHJOR

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this ____ day of November, 2017, I filed the this Opposition with the Court and sent a copy by USPS mail to Robert Oliveri and all those listed on Defendant's motion in its certificate of service of motion.



HAMID MAHJOR

IN THE SUPREME COURT OF THE UNITED STATES

HAMID MAHJOR,

Plaintiff-Appellant

v.

17-7236

GREENPOINT MORTGAGE FUNDING, INC., et al.

Defendants-Appellees

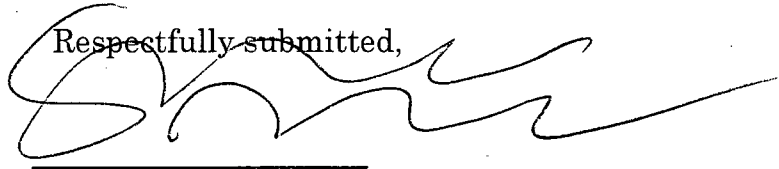
PLAINTIFF-APPELLANT'S SUPPLEMENTAL EXHIBITS TO HIS EMERGENCY
PETITION FOR INJUNCTION OF EVICTION

Plaintiff-Appellant, Hamid Mahjor ("Mahjor"), respectfully submits the attached orders in further support of his petition for an emergency injunction / stay of the eviction case against him. Ex E – Order from the EDVA denying my injunction request; Ex F – Order from the 4th Circuit court of Appeals denying my injunction; Ex G – Order from the Virginia Supreme Court denying my injunction; Ex H – Order from the Stafford County General District Court granting an *immediate* writ of possession to the plaintiff therein and setting a \$7500 appeal bond.

At the court hearing in the general district court the court denied Mahjor's request to set a trial date and granted immediate possession, in clear violation of even the Court's own rules – as the summons itself states, all he need do to get a trial date is appear, and as long as he appears, and no default judgment is entered, immediate possession would not be granted. And given the Court has set a \$7500 appeal bond (see the handwritten note on the document / exhibit), which Mahjor cannot pay, he is precluded from appealing this decision from this Court not of record.

The supplemental exhibits reveal the lower courts have denied the relief requested, and per the Rules of this Court it may now consider and rule on my request for relief from eviction pending this appeal in this Court.

Respectfully submitted,



HAMID MAHJOR
21 Pickett Lane
Stafford VA 22556

Exhibits (Supplemental Exhibits *italicized*)

Ex A – Unlawful Detainer Summons

Ex B – Order releasing Lis Pendens

Ex C – Complaint against the judge who release the lis pendens with supporting documentation

Ex D – My opposition to motion to release lis pendens

Ex E – EDVA order denying injunction

Ex F – 4th Circuit Order denying Injunction

Ex G – VA Sup Ct Order denying injunction

Ex H – GDC Order granting immediate possession and setting \$7500 appeal bond.

EXHIBIT E

multiple bankruptcy proceedings, see id. at 9-11; and that, for the bulk of plaintiff's claims, he fails to state a claim on the merits under Fed. R. Civ. P. 12(b)(6), see id. at 11-15.

Plaintiff appealed the Court's Order to the United States Court of Appeals for the Fourth Circuit, which affirmed the dismissal of plaintiff's Complaint in a per curiam opinion on October 23, 2017. [Dkt. No. 41]. On December 28, 2017, plaintiff filed a Petition for a Writ of Certiorari with the United States Supreme Court, which is currently pending. See Mahjor v. Greenpoint Mortgage Funding, Inc., No. 17-7236 (U.S. Dec. 28, 2017). Before the Court is plaintiff's Emergency Petition for Injunction of Eviction [Dkt. No. 44], in which plaintiff asks the Court to "enter an emergency injunction / stay of the eviction case against me where Defendants are trying to evict me from my home while I am fighting this case." Petition 1. In deference to plaintiff's pro se status,² the Court has construed plaintiff's Petition as a proper Motion for Injunction Pending Appeal under Fed. R. App. P. 8(a)(1)(C).

To show entitlement to an injunction pending appeal, plaintiff must show "(1) that he will likely prevail on the merits of the appeal, (2) that he will suffer irreparable injury if the stay is denied, (3) that other parties will not be substantially harmed by the stay, and (4) that the public interest will be served by granting the stay." Long v. Robinson, 432 F.2d 977, 979 (Winter, Circuit Judge 1970). The Court has reviewed plaintiff's Petition and finds that he has not made the requisite showing of likelihood of success on appeal. The substantive arguments in plaintiff's Petition mirror—and, for the most part, are directly copied from—the arguments made in his previously filed brief in opposition to defendants' motions to dismiss. [Dkt. No. 26]. These arguments were already rejected by this Court in its Memorandum Opinion and the dismissal of

² Although plaintiff was previously represented by counsel in this civil action, he has filed the present motion pro se.

plaintiff's Complaint has been affirmed by the Fourth Circuit. Nothing in plaintiff's Petition convinces the Court to reconsider its previous decision or that the Supreme Court of the United States is likely to grant review—much less reverse the Fourth Circuit. Accordingly, it is hereby

ORDERED that plaintiff's Emergency Petition for Injunction of Eviction [Dkt. No. 44] be and is DENIED.

To appeal this decision, plaintiff must file a written Notice of Appeal with the Clerk of this Court within 30 days of the date of the entry of this Order. A written Notice of Appeal is a short statement stating a desire to appeal an order and noting the date of the order plaintiff wants to appeal. Plaintiff need not explain the grounds for appeal until so directed by the Court. Failure to file a timely Notice of Appeal waives plaintiff's right to appeal this decision.

The Clerk is directed to forward copies of this Order to counsel of record and to plaintiff, pro se.

Entered this ¹⁰10 day of January, 2018.

Alexandria, Virginia

/s/ LMB
Leonie M. Brinkema
United States District Judge

EXHIBIT F

FILED: January 22, 2018

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 17-1782
(1:17-cv-00498-LMB-IDD)

HAMID MAHJOR

Plaintiff - Appellant

v.

GREENPOINT MORTGAGE FUNDING, INC.; BROCK & SCOTT, PLLC;
TRUSTEE SERVICES OF VIRGINIA, LLC; MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.; FFC PROPERTIES, LLC

Defendants - Appellees

ORDER

This case was decided by unpublished per curiam opinion on October 23, 2017 and the mandate issued on November 14, 2017.

Appellant has filed post-judgment motions to reopen the case, for appointment of counsel, to stay eviction, and for an emergency injunction. The

court denies all pending motions.

Entered at the direction of the panel: Judge Niemeyer, Judge Motz, and
Judge King.

For the Court

/s/ Patricia S. Connor, Clerk

EXHIBIT G

VIRGINIA:

In the Supreme Court of Virginia held at the Supreme Court Building in the City of Richmond on Friday the 19th day of January, 2018.

Hamid Mahjor,

Appellant,

against

Record No. 180045

Circuit Court No. CL17000209-00

Greenpoint Mortgage Funding, Inc., et al.,

Appellees.

From the Circuit Court of Stafford County

On January 11, 2018 came the appellant, who is self-represented, and filed an "emergency petition for injunction of eviction."

Upon consideration whereof, the Court denies the relief requested in the said petition.

A Copy,

Teste:

Debra L. Hamings

Clerk

EXHIBIT H

SUMMONS FOR UNLAWFUL DETAINER
(CIVIL CLAIM FOR EVICTION)

VA. CODE § 8.01-126
Commonwealth of Virginia
General District Court

STAFFORD COUNTY

1300 COURTHOUSE RD, THE JUDICIAL CTR, STAFFORD, VA 22555

STREET ADDRESS OF COURT

TO ANY AUTHORIZED OFFICER: Summon the Defendant(s) as provided below:
TO THE DEFENDANT(S): You are commanded to appear before this Court on

1/22/18 @ 9 am to answer this civil claim.

RETURN DATE AND TIME

DATE ISSUED

CLERK [] DEPUTY CLERK [] MAGISTRATE

CLAIM AND AFFIDAVIT: That Defendant(s) unlawfully detains and withholds from Plaintiff(s):

21 PICKETT LANE, STAFFORD, VA 22556

ADDRESS/DESCRIPTION OF DETAINED PROPERTY

and that the Defendant should be removed from possession based on the following:

[] unpaid rent, [] and further that rent is due and owing and damages have been incurred as follows:

\$ 70.00 rent due for PERIOD and \$ late fee
and \$ 70.00 damages for use from date of sale with interest RATE(S) AND BEGINNING DATE(S)

and \$ costs 73.00 and \$ civil recovery and \$ attorney's fees.

[x] Plaintiff requests judgment for all amounts due as of the date of the hearing.

[] This summons is filed to terminate a tenancy pursuant to the Virginia Residential Landlord and Tenant Act § 55-248.2 of the Code of Virginia.

All required notices have been given.

Subscribed and sworn to before me this 5 day of Dec 20 17

My commission expires REG # 7297455

NOTARY REGISTRATION NO MY COMMISSION [] CLERK [] DEPUTY CLERK [] MAGISTRATE [] NOTARY PUBLIC

EXPIRES 12/31/21 [] City [] County of Fairfax

CASE DISPOSITION

[x] JUDGMENT that Plaintiff recover against [] named DEFENDANT(S).

[x] possession of the premises described above pursuant to § 8.01-128.

[] A hearing shall be held on DATE AND TIME to establish final rent and damages.

[x] Immediate writ of possession authorized pursuant to Virginia Code

[] § 8.01-129 based upon a judgment of default for [] a trustee's deed following foreclosure

[] the nonpayment of rent [] immediate non-remediable termination.

[] § 55-243(C) or § 55-248.3:1(D).

DEFENDANT(S) PRESENT? [x] YES [] NO

DATE

JUDGE

[] Rent, in the sum of \$ and \$ late fee

and \$ damages with interest RATE(S) AND BEGINNING DATE(S) and

\$ costs and \$ civil recovery and \$ attorney's fees.

HOMESTEAD EXEMPTION WAIVED? [] YES [] NO [] CANNOT BE DEMANDED

[] JUDGMENT FOR [] NAMED DEFENDANT(S) []

[] NON-SUIT [] DISMISSED DEFENDANT(S) PRESENT? [] YES [] NO

DATE

JUDGE

CASE NO.

V17-6416
FFC PROPERTIES, LLC

PLAINTIFF(S) NAME(S) (LAST, FIRST, MIDDLE)

17090 QUAIL CREEK CIRCLE

HAMILTON, VA 20158

703-967-1161

v.

MAHJOR, HAMID R.

DEFENDANT(S) NAME(S) (LAST, FIRST, MIDDLE)

UNKNOWN OCCUPANT

21 PICKETT LANE

STAFFORD, VA 22556

TELEPHONE NUMBER

TO DEFENDANT: You are not required to appear; however, if you fail to appear, judgment may be entered against you. See the additional notice on the reverse about requesting a change of trial location and your right to prevent this unlawful detainer action through payment of amounts owed.

[] To dispute this case, you must appear on the return date to try this case

[x] To dispute this case, you must appear on the return date for the judge to set another date for trial.

If you fail to appear and a default judgment is entered against you, a writ of possession may be issued immediately for possession of the premises.

Bill of Particulars ordered DUE DATE

Grounds of Defense ordered DUE DATE

ATTORNEY FOR PLAINTIFF(S)

Stephen K. Christenson, PC VSB14953

4160 Chain Bridge Rd, Fairfax, VA 22030

703-591-3445

TELEPHONE NUMBER

ATTORNEY FOR DEFENDANT(S)

DISABILITY ACCOMMODATIONS for loss of vision, hearing, mobility, etc. Contact the court ahead of time.

HEARING DATE AND TIME

Monday

January 22,

2018 @

9:00 am

POSTED

Redemption tender presented; continued to:

HEARING DATE AND TIME

Defendant must pay:

\$ RENT OWED

into the court to be held in escrow by

DATE

and any rents coming due prior to the next hearing date must also be paid into the court.

JUDGE'S INITIALS

MONEY JUDGMENT PAID OR SATISFIED PURSUANT TO ATTACHED NOTICE OF SATISFACTION

DATE

CLERK

FAX COVER SHEET

Date:

To:

Fax number:

Number of pages faxed (including this one):

From:

Contact phone number:

Comments:

IN THE
SUPREME COURT OF THE UNITED STATES

17-7236

HAMID MAHJOR

PETITIONER

vs.

GREENPOINT MORTGAGE FUNDING, INC., ET AL

RESPONDENT(S)

PROOF OF SERVICE

I, HAMID MAHJOR, do swear or declare that on this 25th day of January, 2018, as required by Supreme Court Rules 22 and 29 I have served the enclosed EMERGENCY PETITION FOR INJUNCTION on each party to the above proceeding or that party's counsel, and on every other person required to be served, by depositing an envelope containing the above documents in the United States mail properly addressed to each of them and with first-class postage prepaid, or by delivery to a third-party commercial carrier for delivery within 3 calendar days.

The names and addresses of those served are as follows:

Greenpoint Mortgage Funding , Inc.
John E. Rinaldi, Esq.
Walsh Colucci Lubeley Emrick & Walsh P.C.
4310 Prince William Pkwy, Suite 300
Prince William, VA 22192
T: 703-680-4664
F: 703-680-2161
jrinaldi@pw.thelandlawyers.com

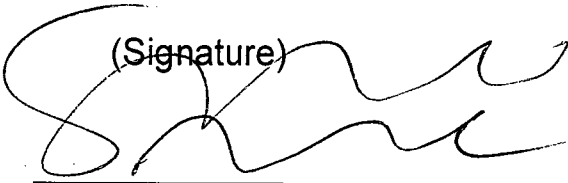
Brock & Scott, PLLC
and
Trustee Services of Virginia, LLC
Robert Oliveri, Esq.
Brock & scott, PLLC
P.O. Box 839
Warrenton, VA 20188-0839
Robert.Oliveri@brockandscott.com

Mortgage Electronic Registrations System, Inc.
S. Mohsin Reza, Esq.
TROUTMAN SANDERS LLP
1850 Towers Crescent Plaza, Suite 500
Tysons Corner, VA 22182
T: 703-734-4351
F: 703-448-6510
Mohsin.reza@troutmansanders.com

FFC Properties
Stephen K. Christenson, Esq.
STEPHEN K. CHRISTENSON, P.C.
4160 Chain Bridge Road
Fairfax, VA 22030
T: 703-591-3445
F: 703-591-5787
skcpc@patriot.net

I declare under penalty of perjury that the foregoing is true

and correct. Executed on January 25, 2018.

(Signature)


IN THE
SUPREME COURT OF THE UNITED STATES

17-7236

HAMID MAHJOR

PETITIONER

VS.

GREENPOINT MORTGAGE FUNDING, INC., ET AL

RESPONDENT(S)

PROOF OF SERVICE

I, HAMID MAHJOR, do swear or declare that on this 28 day of December, 20 17, as required by Supreme Court Rules 22 and 29 I have served the enclosed EMERGENCY PETITION FOR INJUNCTION on each party to the above proceeding or that party's counsel, and on every other person required to be served, by depositing an envelope containing the above documents in the United States mail properly addressed to each of them and with first-class postage prepaid, or by delivery to a third-party commercial carrier for delivery within 3 calendar days.

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skcpc@patriot.net

I declare under penalty of perjury that the foregoing is true

and correct. Executed on DECEMBER 28, 2017

(Signature)

IN THE
SUPREME COURT OF THE UNITED STATES

17-7236

HAMID MAHJOR

PETITIONER

VS.

GREENPOINT MORTGAGE FUNDING, INC., ET AL

RESPONDENT(S)

PROOF OF SERVICE

I, HAMID MAHJOR, do swear or declare that on this 25th day of January, 2018, as required by Supreme Court Rules 22 and 29 I have served the enclosed Supplemental Exhibits to EMERGENCY PETITION FOR INJUNCTION on each party to the above proceeding or that party's counsel, and on every other person required to be served, by depositing an envelope containing the above documents in the United States mail properly addressed to each of them and with first-class postage prepaid, or by delivery to a third-party commercial carrier for delivery within 3 calendar days.

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F: 703-591-5787
skcpc@patriot.net

I declare under penalty of perjury that the foregoing is true
and correct. Executed on January 25, 2018.

(Signature)
