

25-5135

CASE NO. \_\_\_\_\_

IN THE  
SUPREME COURT OF THE UNITED STATES

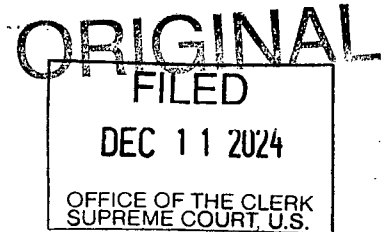
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WEN LIU  
Appellant/Petitioner

vs.

UNIVERSITY OF MIAMI, et al.,  
Appellee(s)/Responder(s)

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On Appeal from Final Judgments  
of Florida Supreme Court and  
of the Third District Court of Appeal and  
of the Circuit Court for the Eleventh Judicial Circuit of Florida In and  
For Miami-Dade County

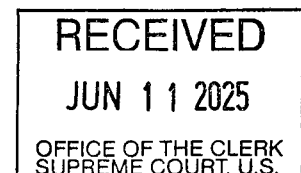
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NOTICE OF APPEAL  
PETITION FOR WRITS OF CERTIORARI

Supreme Court of Florida **CASE NO. SC2024-0073**  
Third District Court of Appeal CASE No. 3D22-0279  
Lower Tribunal Case Nos. 18-06518-CA-32 and 17-17025-CA-58

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WEN LIU, MD, PhD, MS  
APPELLANT/PETITIONER  
7682 SW 169 ST  
MIAMI, FL 33157



## QUESTIONS PRESENTED

Is Appellee University of Miami Required to Provide **Satisfaction of Mortgage within 60 Days** After Appellee University of Miami already received the entire full payoff amount on 3/28/2022?

Why University of Miami refused to Provide the Satisfaction of Mortgage demanded by Federal and State Laws?

Appellee University of Miami "acknowledges" to the Court "that all sums due under it have been fully paid and that the Final, In Rem, Judgment of Foreclosure - - as well as a Mortgage dated July 7, 2009, and recorded in Miami-Dade County Official Records Book 26935 beginning at Page 0622, which Mortgage merged into the Final, In Rem, Judgment of Foreclosure by operation of law - - are hereby canceled and satisfied of record." (Appendix Y)

However, till today since 3/28/2022 to 3/14/2025, more than Two Years and Eleven Months, Appellee University of Miami Refused to Provide the Laws Required Satisfaction of Mortgage openly Defying Laws.

University of Miami violate Federal Mortgage Rules and violate **Florida Statutes in Chapter 70** refusing to provide me, the Appellant the **Laws Required Satisfaction of Mortgage** after receiving the full payoff amount of \$213240 for **more than 2 years and 11 months** since 3/28/2022.

Florida Laws in Chapter 70 **Demand** University of Miami to provide me, the Appellant, the Satisfaction of Mortgage **within 60 days – within 3/28/2022 to 5/27/2022.**

However, till today, University of Miami Openly Contempt the Laws, and refuse to Provide the Satisfaction of Mortgage, violating Federal and State Laws all these years.

Does Florida Supreme Court have jurisdiction to review and issue opinions to remand the case back and request the lower tribunals to reconsider their previous decisions, especially on not ruling to require University of Miami to provide Satisfaction of Mortgage since 3/28/2022?

Statutes and Rules in Art. V, § 3, Fla. Const. and Fla. R. App. P. 9.030(a)(2) solemnly declare that Florida Supreme Court Has Jurisdiction on Appellant's Appeal.

Art. V, § 3, Fla. Const. and Fla. R. App. P. 9.030(a)(2) exactly and explicitly present that Florida Supreme Court **Has JURISDICTION on Appellant's Appeal.**

**Art. V, § 3 states the Florida Supreme Court has JURISDICTION**

“to review any decision of a district court of appeal that expressly declares valid a state statute, or that expressly construes a provision of the state or federal constitution”, and

“to Review any decision of a district court of appeal” “that expressly and directly conflicts with a decision of another district court of appeal or of the supreme court on the same question of law”; and

**Art. V, § 3 states the Florida Supreme Court has JURISDICTION**

“to review any decision of a district court of appeal that passes upon a question certified by it to be of great public importance, or that is certified by it to be in direct conflict with a decision of another district court of appeal.”

**RULE 9.030. (a) (2)(A) JURISDICTION of the Florida Supreme Court States:**

the supreme court may review decisions of district courts of appeal:

- (i) expressly declare valid a state statute;
- (ii) expressly construe a provision of the state or federal constitution;
- (iv) expressly and directly conflict with a decision of another district court of appeal or of the supreme court on the same question of law;
- (v) pass upon a question certified to be of great public importance; or
- (vi) are certified to be in direct conflict with decisions of other district courts of appeal;

Florida Rule of Appellate Procedure 9.030(a)(2)(A) permits the exercise of discretionary jurisdiction when a decision of a district court of appeal expressly and directly conflicts with a decision of another district court of appeal or of the Supreme Court on the same question of law.

University of Miami violate Florida Chapter 70 laws that Demand University of Miami to provide the Satisfaction of Mortgage to the Appellant.

University of Miami violate the **United States Laws in Rule 4001** and University of Miami violate the **United States Laws of Automatic Stay in 11 U.S. Code § 362**.

**United States Laws in Rule 4001 and United States Laws of Automatic Stay in 11 U.S. Code § 362 provide constitutional grounds to explicitly, and consistently Support the Stay and Enforce the Automatic Stay for the Appellant's Petition.**

**United States Laws 11 U.S. Code § 362 Enforces Automatic Stay and Restrain** Appellee University of Miami from taking actions against Appellant and **Forbid** University of Miami from taking actions against Appellant's "property of the estate."

University of Miami violate United States Laws in Chapter 13.

University of Miami violate United States Bankruptcy Court's order to Discharge All University of Miami's fees, expenses and costs.

University of Miami violate United States Bankruptcy Court's Order forbidding University of Miami collecting any fee, including forbidding University of Miami's collecting \$1800 attorney fee from the Appellant.

Third Court of Appeal's Opinion and lower tribunal's order to allow University of Miami to collect \$1800 attorney fee from the Appellant **Conflict** with State of Florida Laws, **Conflict** with **United States Laws 11 U.S. Code § 362 Enforces Automatic Stay**, **Conflict** with **United States Laws in Chapter 13**, and **Conflict** with **United States Bankruptcy Court's Order to Discharge All University of Miami's fees, expenses and costs against Appellant**.

**Florida Supreme Court** has **JURISDICTION** on Appellant's Appeal Based on the Statutes and Rules in Art. V, § 3, Fla. Const. and Fla. R. App. P. 9.030(a)(2).

**Florida Supreme Court** has **JURISDICTION** on Appellant's Appeal on Dismissing University of Miami's foreclosure case, and

**Florida Supreme Court** has **JURISDICTION** on Appellant's Appeal on Demanding University of Miami to provide the Florida **Laws required Satisfaction of Mortgage** to Appellant after Appellee University of Miami already received the entire full payoff amount on 3/28/2022 witnessed by Judge Hanzman.

## **LIST OF PARTIES**

All parties appear in the caption of the case on the cover page.

## RELATED CASES

### **1. Alejandro and Terron, Appellants v. Deutsche Bank Trust Company Americas, Appellee, 44 So.3d 1288 (2010)**

Appellee filed an amended complaint with the necessary documentation alleging that it was entitled to foreclose on the property in question. In Appellants answer to the amended complaint, they asserted affirmative defenses. In moving for summary judgment, Appellee did not address any of the pending affirmative defenses. Nonetheless, the trial court granted its' motion for summary judgment, which Appellants appealed.

When a party raises affirmative defenses, "[a] summary judgment should not be granted where there are issues of fact raised by [the] affirmative defense[s] which have not been effectively factually challenged and refuted." Cufferi v. Royal Palm Dev. Co., 516 So.2d 983, 984 (Fla. 4th DCA 1987).

The 4<sup>th</sup> DCA decided the trial court's entry of summary judgment was improper. Appellee moved for summary judgment, but in that motion, it failed to address affirmative defenses raised by the mortgagor, Alejandro. Because Appellee failed to address Alejandro's affirmative defenses, it did not meet its burden on summary judgment. Therefore, the trial court's entry of summary judgment was erroneous. Reversed and remanded for further proceedings.

### **2. Carmen Valcarcel and Victor Valcarcel, Appellants v. Chase Bank USA, Appellee, 54 So.3d 989 (2010)**

Appellee, Chase, had filed a foreclosure action against the Appellants, the Valcarcel. The trial court dismissed without prejudice Appellee's foreclosure action against the Appellants, not on the merits but because of misconduct of counsel for Appellee. Appellants then filed a Motion for Attorneys' Fees and Costs asserting that they were entitled to costs and attorney's fees as the prevailing party. The trial court concluded that the order of dismissal was not a judgment and denied the motion for fees and costs. The Appellants appealed.

The trial court erred in denying the Appellants' motion for attorney's fees and costs based upon its finding that the order was not a judgment. Although the dismissal order was not an adjudication on the merits, the Appellants are still considered the prevailing party. They are entitled to an award of attorney's fees because the action against them was dismissed. The 4<sup>th</sup> DCA reversed and remanded to the trial court to determine the amount of attorney's fees that should be awarded to the Appellants.

**3. State Street Bank and Trust Company, Appellant v. Hartley Lord, Boca Grove Plantation Property Owners Association, Inc., and Boca Grove Golf and Tennis Club, Inc., Appellees, 851 So.2d 790 (2003)**

Mortgagee by assignment, Appellant, State Street Bank, pursued a mortgage foreclosure in the absence of proof that either the mortgagee, or its assignor, ever had possession of the missing promissory note. A summary judgment was entered in favor of the mortgagor, Appellee, Hartley Lord.

Section 673.3091 provides, in part:

(1) A person not in possession of an instrument is entitled to enforce the instrument if:

(a) The person was in possession of the instrument and entitled to enforce it when loss of possession occurred;

(b) The loss of possession was not the result of a transfer by the person or a lawful seizure; and

(c) The person cannot reasonably obtain possession of the instrument because the instrument was destroyed, its whereabouts cannot be determined, or it is the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process.

The court concluded that State Street was unable to meet the requirement of section 673.3091. Although State Street alleged in its pleading that the original documents were received by it, the record established that State Street never had possession of the original note and, further, that its assignor, EMC, never had possession of the note and, thus, was not able to transfer the original note to State Street.

Florida requires possession either by the assignor at the time of loss or by the person seeking to enforce the note. The 4<sup>th</sup> DCA affirmed the trial court's decision.

**4. Arsali, Appellant v. Chase Home Finance, LLC., Amy Wilson, and Christopher Manning, Appellees, 79 So.3d 845 (2012)**

The circuit court issued a final judgment of mortgage foreclosure in favor of Chase Home Finance, LLC, and against Amy Wilson, Christopher Manning, and other defendants. The judgment set a public sale of the property. The sale took place as scheduled and was purchased.

A few days later, the defendants moved to vacate the foreclosure sale and certificate of sale. As grounds, the defendants alleged that Chase offered the defendants the opportunity to reinstate the loan, provided they paid a certain amount. The defendants agreed to the bank's terms and sent a cashier's check for the amount to Chase's attorney. Under the terms of the settlement, Chase should have cancelled the sale and arranged to have the lawsuit

dismissed, but Chase’s attorney failed to do so. The inadequacy of the sale price was not asserted as a ground to set aside the sale. The purchaser of the property assigned its interests to Appellant, Arsali.

Arsali’s argued the circuit court did not hold an evidentiary hearing, so that it could not have determined that the sale price was grossly inadequate. There was no dispute that the bank and the defendants had settled the case and that their agreement provided that the foreclosure sale should have been cancelled. Based on these facts, only if a grossly inadequate sale price was necessary to obtain this relief would Arsali have been entitled to the evidentiary hearing he sought. Surprise, accident, or mistake are independent grounds sufficient to set aside a foreclosure sale.

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- A0. Order from Florida Supreme Court on September 17, 2024 saying "decline to accept jurisdiction";**
- Shockingly, Florida Supreme Court said “No motion for rehearing will be entertained by the Court” on its decision on the same day of its decision - September 17, 2024**



**A1. Order of Discharge** of United States Bankruptcy Court Discharges Debtor's Debts (Discharges Appellant's Debts) Including **Discharging University of Miami's \$ 97998.86 Fees, Costs / Expenses;** And

According To United States **Laws In Chapter 13**, Order of United States Bankruptcy **Court Discharges Any University of Miami's Fess, Costs/Expenses** Including Forbidding University of Miami From Collecting The \$1800 Fee From the Debtor (The Appellant);

The **Laws** State "A discharge means that **creditors may never try to collect the debt from the debtors personally**"

**A2. Order of Automatic Stay** of United States Bankruptcy Court **Forbids University of Miami From Collecting The \$1800 Fee from the Debtor** (The Appellant)

**A3. University of Miami Admitted This \$1800 Is a "Fee" Calculated by University of Miami itself of an "Attorney Fee"** (Lower Tribunal's Docket Filing # 139458859 E-Filed 12/01/2021);

University of Miami (UM) manufactured this fraudulent \$1800 attorney fee saying the attorney Matthew L. Lines waited for four (4) hours at the court house of the already canceled deposition and calculated attorney fee of \$450 per hour multiple four (4) fours "(4 \* \$450 = \$1,800)";

But Over Two (2) Years Later University of Miami Suddenly Attempted to Change its own word of this \$1800 "Fee" to word "*Sanction*" Coercing to Collect this fee from Debtor and Violating Laws Presented in Appendix A1;

University of Miami Violates Lower Tribunal's Document / Order Which The Order States the \$1800 was a UM calculated fee, Not "*Sanction*" (Appendix M);

University of Miami Violates Third Court of Appeal's Opinion Which The Opinion States the \$1800 was a fee / expense, Not "*Sanction*" (Exhibition 1);

University of Miami Violates United States Laws in Chapter 13 (Appendix A1 and Appendix A2);

University of Miami Violates The Orders of United States Bankruptcy Court Who Discharges Any University of Miami's Fess Including Forbidding University of Miami From Collecting The \$1800 Fee From the Debtor (The Appellant) (Appendix A1 and Appendix A2)

- A4. The Third District Court of Appeal's suddenly and surprisingly issued a conflicting opinion after **615 Days'** standing on the ground of Automatic Stay; Suddenly and shockingly issued an erroneous opinion **Conflicting with Federal Laws of Automatic Stay**

**Automatic Stay is in Effect** and Federal Laws Forbid Appellee University of Miami from collecting a so called fee, and especially this University of Miami counterfeited \$1800 fee is False, is fraudulent and is Illegal

- A5. The Third District Court of Appeal's one sentence order regarding Appellant's response; The Third District Court of Appeal treated Appellant's response as motion for rehearing;

The Third District Court of Appeal denied Pro Se Appellant's constitutional rights to file a motion for rehearing

- A6. The Third District Court of Appeal's Mandate of January 11, 2024 conflicting with Federal Laws of Automatic Stay, a mandate but in lack of explicitly and completely **Dismissing Appellee's unlawful foreclosure case**, a mandate but in lack of explicitly and completely **Ordering University of Miami to Provide Satisfaction of Mortgage**, when Appellee University of Miami already received full court stated payoff amount \$213240 on 3/28/2022 witnessed by Judge Hanzman of lower tribunal on 3/28/2022

- A. The 30-Year Contract is Presented to the Court that None of any of the six (6) "conditions" has been met to "accelerate" the Maturity date of August 1, 2039 signed by University of Miami; and

The 30-Year Contract Presents the maturity date of payment of \$212000 is 8/1/2039 without interest, without monthly payment prior to 8/1/2039 signed by University of Miami; and

The 30-Year Contract Presents No partial prepayment or partial prepayments of the Note may be made prior to the maturity date of 8/1/2039; and

The 30-Year Contract Presents Borrower and Note Holder have a debtor-creditor relationship

July 7, 2009

- B. Keitz' Termination Letter to Terminate Me  
on April 9, 2013 as an Employee Taking Medical Leave in the Termination  
Letter dated March 7, 2013
- C. EEOC Charges filed on March 21, 2013
- D. The Complaint of Discrimination, Retaliation, Violations of FMLA and  
Title VII filed to the Federal Court on  
June 18, 2013
- E. The Order of the Honorable Judge Zloch Resetting Pre-trial Conference as  
October 9, 2015; However, the Final Judgement Was Entered Prior to  
October 9, 2015, in Lack of the Demanded Jury Trial Blocked by University  
of Miami, and In Lack of Testimonies of the 49 Witnesses Blocked by  
University of Miami
- F. The Complaint of Breach of Contracts filed to the State Court on  
March 6, 2018
- G. The Lower Court Erred Of Transferring The Appellant's Civil Lawsuit  
(Case Number: 18-06518-CA-32) Against University Of Miami's Breaching  
Contracts Originally Assigned To **Honorable Santovenia In Circuit Appellate**  
Section To A Section Of University Of Miami's Foreclosure Case (17-17025-CA-  
58) In Business/Foreclosure Section On  
May 15, 2018
- H. The United States Bankruptcy Court Ordered Automatic Stay on  
April 19, 2019
- I. The United States Bankruptcy Laws In Rule 4001 Forbid Creditor  
University Of Miami's Relief From The Automatic Stay
- J. The Order of the Honorable Judge Hanzman Setting Trial as December 14,  
2021; However, the Trial Was Blocked by University of Miami and Final

Judgement Was Entered In Lack of the Required Trial, In Lack of Testimonies of the 49 Witnesses

- K. The Lower Court Erred Of Entering University Of Miami's Written Order Of Final Summary Judgement By Accelerating \$212000 Prior to the Maturity Date of 8/1/2039 On January 27, 2022
- L. The Full Payoff Amount Of \$213240 Cashier Check Was Received And Cashed Out By Creditor University Of Miami On The Same Day Of 3/28/2022, Admitted This Is The "Payoff" Amount And Agreed That University Of Miami "Will Provide Satisfaction Of Mortgage" On March 28, 2022
- M. The Lower Court Erred Of Granting University of Miami A \$1800 Fee Of A Cancelled Deposition On February 1, 2022
- N. The Email of Cancellation 11/30/21 Deposition and of RESCHEDULING of original 11/30/21 deposition was sent to University of Miami on 11/28/21; and The Cancellation Was Caused by University of Miami
- O. The NOTICE Of Cancellation 11/30/21 Deposition And Of RESCHEDULING The Date Of Original 11/30/21 Deposition Was Filed To The Lower Court And Was Served To University Of Miami On 11/29/21 By The Court
- P. US Department Of Labor Certification Of Health Care Provider For Employee's Serious Health Condition (Family And Medical Leave Act - FMLA) For 6 Month Medical Leave of Treating Cancer As An Employee Of The University From October 11, 2012 To April 11, 2013
- X. Appellant Paid Full Payoff Amount \$212340 To University Of Miami (UM) On 3/28/22 And Judge Hanzman ORDERED To Cancel Foreclosure Immediately; And On 3/28/2022 Judge Hanzman Witnessed The Full Amount Of \$212340 Was Given To University Of Miami's Attorney Matthew Lines
- Y. Appellee University Of Miami "acknowledges" to the Court "**that all sums due under it have been fully paid**", Thus University of Miami Are Required to Provide the **Laws Enforced Satisfaction of Mortgage** to The Appellant

## TABLE OF AUTHORITIES CITED

### Cases

Alexander v. Gardner-Denver Co., 415 U.S. 36 (1974)

Anderson v. Zubieta, 180 F.3d 329 (D.C. Cir. 1999)

Bass v. City of Pembroke Pines, 991 So.2d 1008 (Fla. 4th DCA 2008)

Beavers v. American Cast Iron Pipe Co., 975 F.2d 792 (11th Cir. 1992)

Bishop v. New Jersey, 144 F. App'x 236 (3d Cir. 2005) (unpublished)

Bishop v. New Jersey, 84 F. App'x 220 (3d Cir. 2004) (unpublished)

Bouman v. Block, 940 F.2d 1211 (9th Cir. 1991)

Bronze Shields, Inc. v. New Jersey Department of Civil Service, 667 F.2d 1074 (3d Cir. 1981)

Burlington Industries, Inc. v. Ellerth, 524 U.S. 742 (1998)

Christiansburg Garment Co. v. EEOC, 434 U.S. 412 (1978)

Cox v. City of Memphis, 230 F.3d 199 (6th Cir. 2000)

Gonzalez v. Firestone Tire & Rubber Co., 610 F.2d 241 (5th Cir. 1980)

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LaFrance v. U.S. Bank Nat. Ass'n, 141 So. 3d 754 (Fla. 4th DCA 2014)

Ledbetter v. Goodyear Tire & Rubber Co., 127 S. Ct. 2162 (2007)

Lewis v. City of Chicago 130 S. Ct. 2191 (2010)

Lorance v. AT&T Technologies, Inc., 490 U.S. 900 (1989)

Morton v. Mancari, 417 U.S. 535 (1974)

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New York Gaslight Club, Inc. v. Carey, 447 U.S. 54 (1980)

Randy Intern., Ltd. v. Am. Excess Corp., 501 So. 2d 667 (Fla. 3d DCA 1987)

Tatreau v. City of Los Angeles, No. 03-56638, 138 F. App'x 959 (9th Cir.

2005) (unpublished)

United Air Lines, Inc. v. Evans, 431 U.S. 553 (1977)

### STATUTES

11 U.S.C. § 362

12 U.S.C. § 1701j-3

28 U.S.C. § 1254(1)

28 U.S.C. § 1291

28 U.S.C. § 158(c)(2)

29 U.S.C. § 2601

29 U.S.C. § 2611

29 U.S.C. § 2612(a)(2)

29 U.S.C. § 2612(b)(2)

29 U.S.C. § 2612(f)

29 U.S.C. § 2614(b)

29 U.S.C. § 2614(c)

29 U.S.C. § 2617

29 U.S.C. § 2617(a)(1)(A)(iii)

41 U.S.C. § 36

41 U.S.C. § 6503

42 U.S.C. § 2000e-2(a)

42 U.S.C. § 2000e-2(k)

42 U.S.C. § 2000e-5(e)(1)

42 U.S.C. § 2000e-5(f)(1)

§ 701.04, Fla. Stat

*Fed. Rule of Bankruptcy Proc. 8002(a).*

### RULES

28 U.S.C. § 1254(1)

29 U.S.C. § 2601

29 U.S.C. § 2611

Fla. R. App. P. 9.210

Fla. R. Civ. P. 1.430  
Fla. R. Civ. P. 1.530(e)  
U.S.C. § 38  
U.S.C. § 4000-1  
U.S.C. § 46 CFR § 67.265  
U.S.C. § 7 CFR § 1718.103  
U.S.C. § R. 4001  
U.S.C. § R. 5  
U.S.C. § R. 55  
U.S.C. § R. 60

#### OTHER AUTHORITIES

National Consumer Law Center, *Consumer Bankruptcy Law and Practice* § 14.8.4  
(12th ed. 2020)  
Lex K. Larson, 4 *Employment Discrimination* (2d ed. 1994 & Supp. 2008)  
Barbara T. Lindemann & Paul Grossman, *Employment Discrimination Law*  
(4th ed. 2007)  
Barbara T. Lindemann & Paul Grossman, *Employment Discrimination Law*  
(Supp. 2008)  
H.R. Rep. No. 88-914 (1963), reprinted in 1964 U.S.C.C.A.N. 2391  
H.R. Rep. No. 92-238 (1971), reprinted in 1972 U.S.C.C.A.N. 2137

IN THE  
SUPREME COURT OF THE UNITED STATES  
  
PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

**OPINIONS BELOW**

☐ For cases from **federal courts**:

The opinion of the United States court of appeals appears at Appendix \_\_\_\_\_ to the petition and is

☐ reported at \_\_\_\_\_; or,  
☐ has been designated for publication but is not yet reported; or,  
☐ is unpublished.

The opinion of the United States district court appears at Appendix \_\_\_\_\_ to the petition and is

☐ reported at \_\_\_\_\_; or,  
☐ has been designated for publication but is not yet reported; or,  
☐ is unpublished.

☒ For cases from **state courts**:

The opinion of the highest state court to review the merits appears at Appendix AO to the petition and is

☐ reported at \_\_\_\_\_; or,  
☒ has been designated for publication but is not yet reported; or,  
☐ is unpublished.

The opinion of the \_\_\_\_\_ court appears at Appendix \_\_\_\_\_ to the petition and is

☐ reported at \_\_\_\_\_; or,  
☐ has been designated for publication but is not yet reported; or,  
☐ is unpublished.



**PETITION FOR WRITS OF CERTIORARI  
IN THE SUPREME COURT OF THE UNITED STATES**

**OPINIONS BELOW**

To the Honorable Justices of the United States Supreme Court:

I, the Appellant / Petitioner, *Pro Se*, Dr. Wen Liu, respectfully pray that a Writ of Certiorari issue to review the judgement below.

The opinion of the highest state court to review the merits appears at Appendix A0 to the Petition and has been designed for publication but is not yet reported.

**JURISDICTION**

To the Honorable Justices of the United States Supreme Court:

I, the Appellant / Petitioner, *Pro Se*, Dr. Wen Liu, respectfully Petition for Writs of Certiorari before the Honorable Justices in the Supreme Court of the United States.

The Florida Supreme Court final judgement dated September 17, 2024 (see App. A0. *infra*) was found in mail box instead of being served electronically to both parties equally.

In this final judgement of Florida Supreme Court dated September 17, 2024, it said "No motion for rehearing will be entertained by the Court." Further, no instruction to appeal was provided.

Pursuant to United States Laws for Appellant / Petitioner to file Petition for Writs of Certiorari with the United States Supreme Court within 90 days from the Court order dated September 17, 2024, Petitioner is filing this Application at least ten days before that date. See S. Ct. R. 13.5.

This Court has Jurisdiction over the judgment under 28 U. S. C. § 1257(a).

## JURISDICTION

☐ For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was \_\_\_\_\_.

☐ No petition for rehearing was timely filed in my case.

☐ A timely petition for rehearing was denied by the United States Court of Appeals on the following date: \_\_\_\_\_, and a copy of the order denying rehearing appears at Appendix \_\_\_\_\_.

☐ An extension of time to file the petition for a writ of certiorari was granted to and including \_\_\_\_\_ (date) on \_\_\_\_\_ (date) in Application No. \_\_\_\_ A \_\_\_\_.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1254(1).

☒ For cases from **state courts**:

The date on which the highest state court decided my case was Sep 17, 2024.  
A copy of that decision appears at Appendix 10.

☐ A timely petition for rehearing was thereafter denied on the following date: \_\_\_\_\_, and a copy of the order denying rehearing appears at Appendix \_\_\_\_\_.

☐ An extension of time to file the petition for a writ of certiorari was granted to and including \_\_\_\_\_ (date) on \_\_\_\_\_ (date) in Application No. \_\_\_\_ A \_\_\_\_.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1257(a).  
*Shockingly, Florida Supreme Court said "No motion for rehearing will be entertained by the Court" on its decision on the same day of its decision - September 17, 2024*

## CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

1.

**Order of Discharge** of United States Bankruptcy Court Discharges Debtor's Debts (Discharges Appellant's Debts) Including **Discharging University of Miami's \$ 97998.86 Fees, Costs / Expenses;**

According To United States **Laws In Chapter 13**, Order of United States Bankruptcy **Court Discharges Any University of Miami's Fess, Costs / Expenses** Including Forbidding University of Miami From Collecting The \$1800 Fee From the Debtor (The Appellant);

The **Laws** State "A discharge means that **creditors may never try to collect the debt from the debtors personally**" (Appendix A1).

2.

**Order Enforcing Automatic Stay** of United States Bankruptcy Court **Forbids University of Miami From Collecting The \$1800 Fee from the Debtor** (The Appellant) (**Appendix A2**).

3.

University of Miami Violate United States **Laws In Chapter 13**;

University of Miami Violate the Order of United States Bankruptcy **Court Discharging Any University of Miami's Fess, Costs / Expenses** Including Forbidding University of Miami From Collecting The \$1800 Fee From the Debtor (The Appellant);

University of Miami Violate the **Laws** which State "A discharge means that **creditors may never try to collect the debt from the debtors personally**" (**Appendix A1**).

University of Miami Violate the **Order Enforcing Automatic Stay** of United States Bankruptcy Court **Forbidding University of Miami From Collecting The \$1800 Fee from the Debtor** (The Appellant) (**Appendix A2**).

4.

University of Miami's fraudulent \$1800 fee devise scheme and artifice to defraud, for obtaining money and property unlawfully.

University of Miami (UM) manufactured this fraudulent \$1800 attorney fee saying the attorney Matthew L. Lines waited for four (4) hours at the court house of the already canceled deposition and calculated attorney fee of \$450 per hour multiple four (4) fours "(4 \* \$450 = \$1,800)";

University of Miami (UM) clearly knew this deposition was cancelled by Email on 11/28/2021 (Appendix N) to University of Miami 2 days prior to 11/30/21 deposition because UM refused to confirm that UM will be shown at the deposition and University of Miami refused to confirm the deposition even two days prior to the scheduled deposition; and

The Notice to Cancel / Rescheduled the deposition was also filed to the Lower Tribunal and the Court Served to University of Miami on 11/29/2021 (Court's Docket Filing # 139291143 E-Filed 11/29/2021) – a day prior to the original scheduled deposition (Appendix O)

The Key word in Rule 1.310 h(1) is "another party attends in person or by attorney pursuant to the notice", But University of Miami failed to follow the Florida Rule of Civil Procedure 1.310 h(1);

**University of Miami failed pursuant to the notice.** The Notice was Served to University of Miami by the Court, by the Appellant that the Deposition had to be Canceled, to be rescheduled.

**Wherefore, University of Miami counterfeited a \$1800 fee of a Canceled Deposition.**

**University of Miami failed** pursuant to Florida Rule of Civil Procedure 1.310 h(1);

**University of Miami failed pursuant to notice.**

5.

University of Miami unlawfully terminated me, the Appellant during medical leave of treating cancer as a female faculty on the tenure track.

University of Miami defy United States **Family and Medical Leave Act (FMLA)** Law.

6.

University of Miami violate United States and Florida **Labor and Employment Laws**, and **breach the signed employment contract** with me as a faculty on the tenure track at School of Medicine.

7.

University of Miami **discriminate me and retaliate** me, the Appellant.

University of Miami violate **Title VII**, and violate United States and Florida **Laws of Equal Employment**.

University of Miami's violations of Laws have been complained and reported to Equal Employment Opportunity Commission (**EEOC**).

8.

Appellee University of Miami violate the United States and Florida **Contract Laws**.

**The 30-Year enforces no interest, no monthly payment to** University of Miami of the \$212000 **prior to the maturity date of 8/1/2039 signed and agreed by** University of Miami itself (See App. A.).

University of Miami violate United States Contract Laws forcing to foreclose the property by coercing and bullying the Appellant to pay entire \$212000 **prior to the signed maturity date of 8/1/2039**.

**7 CFR § 1718.103 Enforces** "Loan contracts executed pursuant to this subpart shall contain such provisions as RUS determines are appropriate".

**7 CFR § 1718.103 Enforces** "the loan will be repaid according to the terms of the promissory note".

**12 U.S. Code § 1701j-3 Enforces** in subsection (b) "Loan contract and terms governing execution or enforcement".

**12 U.S. Code § 1701j-3 Enforces** "State prohibitions applicable for prescribed period; subsection (b) provisions applicable upon expiration of such period; loans subject to State and Federal regulation or subsection (b) provisions when authorized by State laws or Federal regulations".

**41 U.S. Code § 6503 - Enforces** Laws to penalize those in *“Breach or violation of required contract terms”*.

**41 U.S. Code § 36 - Enforces “Liability for contract breach” and Enforces** that any breach or violation of any of the representations and stipulations in any contract render the party responsible therefor liable.

University of Miami **breach the 30 Year signed contract** forcing and threatening me to pay \$212000 prior to the maturity date of August 1, 2039.

University of Miami unlawfully coerce to foreclose our only home by deceiving the lower court to force me to pay \$213240 prior to the maturity date of August 1, 2039.

**9.**

University of Miami defy **United States and Florida Fraud Laws**.

University of Miami violate the laws devising scheme and artifice to defraud, for obtaining money and property by means of false and fraudulent \$1800 attorney fee of a cancelled deposition.

**10.**

University of Miami violate United States **Automatic Stay Laws, and Laws in 4001** which Forbid University of Miami from collecting the \$1800 fee.

The **United States Laws in Rule 4001 and United States Laws of Automatic Stay in 11 U.S. Code § 362** provide **constitutional grounds** to explicitly and consistently **Support the Stay and Enforce the Automatic Stay** for the Appellant’s Petition.

**11 U.S. Code § 362 Enforces Automatic Stay and Restrain** Appellee University of Miami from taking actions against Appellant and **Forbid** University of Miami from taking actions against Appellant’s “property of the estate.”

**11.**

Lower Tribunal’s Order and Third Court of Appeal’s Opinion on University of Miami’s request for \$1800 attorney fee of a cancelled deposition **Conflicts with Federal Laws of Automatic Stay, Conflicts with United States Laws in Chapter 13 As the Laws in Chapter 13 and Court’s Order of Discharge Forbid** University of Miami **Collecting \$1800 from Debtor (Appellant)**.

## **Enforced By Laws and Orders,**

**Order** of United States Bankruptcy Court Discharges Debtor's Debts (Discharges Appellant's Debts) Including **Discharging University of Miami's \$ 97998.86 Fees, Costs / Expenses;**

According To United States **Laws In Chapter 13**, Order of United States Bankruptcy **Court Discharges Any University of Miami's Fess, Costs / Expenses** Including Forbidding University of Miami From Collecting The \$1800 Fee From the Debtor (The Appellant);

The **Laws** State "A discharge means that **creditors may never try to collect the debt from the debtors personally**" (Appendix A1); and

Order of United States Bankruptcy Court **Forbids University of Miami From Collecting The \$1800 Fee from the Debtor** (The Appellant) (Appendix A2).

**12.**

University of Miami violate Federal Mortgage Rules and violate **Florida Statues in Chapter 70** refusing to provide me, the Appellant the **Laws Required Satisfaction of Mortgage** after receiving the full payoff amount of \$213240 for **more than 2 years** since 3/28/2022.

Florida Laws in Chapter 70 **Demand** University of Miami to provide me, the Appellant, the Satisfaction of Mortgage **within 60 days – within 3/28/2022 to 5/27/2022**.

**13.**

The court should **Dismiss** University of Miami's unlawful foreclosure lawsuit against Appellant's only home.

**14.**

The court should **Deny** University of Miami's fraudulent \$1800 fee devising scheme and artifice to defraud, for obtaining money and property unlawfully.

The Court should **Rule** University of Miami's violations of **United States and Florida Fraud Laws**, devising scheme and artifice to defraud, for obtaining money

and property by means of false and fraudulent \$1800 attorney fee of a cancelled deposition.

The Court should **Rule** University of Miami's fraudulent \$1800 is NOT in the lower tribunal order on foreclosure case on 1/27/2022 (**See App. K.**).

The full payoff amount in the court order on foreclosure case on 1/27/2022 (**See App. K.**) is \$213240, and University of Miami received **entire payoff \$213240 on 3/28/2022 (See App. L.)**.

This counterfeited \$1800 attorney fee is University of Miami's another scheme and artifice by manufacturing a fraudulent fee of a cancelled deposition (**See App. N., App. O.**) for its unlawful dark purpose to threaten the Appellant, for its unlawful purpose to obtain money and property.

**15.**

The Court should **Enforce: United States Laws In Chapter 13;**

The Court should **Enforce: Order of United States Bankruptcy Court Discharging Any University of Miami's Fess, Costs / Expenses** Including Forbidding University of Miami From Collecting The \$1800 Fee From the Debtor (The Appellant);

The Court should **Enforce: Laws** which State "A discharge means that **creditors may never try to collect the debt from the debtors personally**" (**Appendix A1**);

The Court should **Enforce: Order Enforcing Automatic Stay** of United States Bankruptcy Court **Forbidding University of Miami From Collecting The \$1800 Fee from the Debtor** (The Appellant) (**Appendix A2**).

The Court should **Enforce: United States Automatic Stay Laws in 11 U.S. Code § 362, and Laws in Rule 4001**, which these Laws Forbid University of Miami from collecting the \$1800 fee.

**16.**

The court should **Enforce** Florida Laws in Chapter 70 and **Demand** University of Miami to provide me, the Appellant, the **Satisfaction of Mortgage after cashing the entire payoff \$213240 on 3/28/2022 (See App. L.)**. The Laws required University of Miami **within 60 days** to Provide the Satisfaction of Mortgage **by 5/27/2022**. Shockingly, University of Miami **Defy the Laws** and fail to provide the **Laws Demanded Satisfaction of Mortgage** for **more than 2 years!**



## STATEMENT OF THE ISSUES AND FACTS

### I.

Lower Tribunal's Order on University of Miami's request for \$1800 attorney fee of a cancelled deposition **Conflicts with Federal Laws of Automatic Stay, Conflicts with United States Laws in Chapter 13 As the Laws in Chapter 13 and Court's Order of Discharge Forbid University of Miami Collecting \$1800 from Debtor (Appellant).**

The Third District Court of Appeal's suddenly and surprisingly issued a conflicting opinion about Appellee University of Miami's own manufactured fraudulent \$1800 fee, after the court's **more than 2 years** standing on the ground of Automatic Stay; Suddenly and the Third District Court shockingly issued an erroneous opinion **Conflicting with Federal Laws of Automatic Stay, Conflicting with United States Laws in Chapter 13 As the Laws in Chapter 13 and Court's Order of Discharge Forbid University of Miami Collecting \$1800 from Debtor (Appellant).**

**Automatic Stay is in Effect** and Federal Laws Forbid Appellee University of Miami from collecting a so called fee, and especially this University of Miami counterfeited \$1800 fee is False, is fraudulent and is Illegal (**Exhibition 1**).

**Enforced By Laws and Orders,**

Order of Discharge of United States Bankruptcy Court Discharges Debtor's Debts (Discharges Appellant's Debts) Including Discharging University of Miami's \$ 97998.86 Fees, Costs / Expenses;

According To United States **Laws In Chapter 13**, Order of United States Bankruptcy Court **Discharges Any University of Miami's Fees, Costs / Expenses** Including Forbidding University of Miami From Collecting The \$1800 Fee From the Debtor (The Appellant);

The **Laws** State "A discharge means that creditors may never try to collect the debt from the debtors personally" (**Appendix A1**); and

Order Enforcing Automatic Stay of United States Bankruptcy Court **Forbids University of Miami From Collecting The \$1800 Fee from the Debtor** (The Appellant) (**Appendix A2**).

### II.

In the Third District Court's Opinion, it wrongfully says "\$1800.00 in expenses for failure to attend a deposition, under Florida Rule of Civil Procedure 1.310 h(1), without discussion" because I, Appellant, **Discussed (contrary to "without discussion")** with the other party University of Miami (UM), that the Deposition was cancelled, to be rescheduled, and

Emailed and notified to UM, and also filed the Notice of Cancellation /Reschedule to the Court.

University of Miami (UM) clearly knew this deposition was cancelled by Email on 11/28/2021 (Appendix N) to University of Miami 2 days prior to 11/30/21 deposition because UM refused to confirm that UM will be shown at the deposition and University of Miami refused to confirm the deposition even two days prior to the scheduled deposition; and

The Notice to Cancel / Rescheduled the deposition was also filed to the Lower Tribunal and the Court Served to University of Miami on 11/29/2021 (Court's Docket Filing # 139291143 E-Filed 11/29/2021) – a day prior to the original scheduled deposition (Appendix O)

Wherefore, **Third Court of Appeal's Opinion wrongfully concluded** "failure to attend a deposition, .... , without discussion".

### III.

In the Third District Court's Opinion, it mentioned Florida Rule of Civil Procedure 1.310 h(1), saying "If the party giving the notice of the taking of a deposition fails to attend and proceed therewith and another party attends in person or by attorney pursuant to the notice, the court may order the party giving the notice to pay to the other party the reasonable expenses incurred by the other party and the other party's attorney in attending, including reasonable attorneys' fees."

The Key word in Rule 1.310 h(1) is "another party attends in person or by attorney pursuant to the notice", **But University of Miami failed to follow the** Florida Rule of Civil Procedure 1.310 h(1);

**University of Miami failed pursuant to the notice.** The Notice was Served to University of Miami by the Court, by the Appellant that the Deposition had to be Canceled, to be rescheduled.

University of Miami (UM) clearly knew this deposition was cancelled by Email on 11/28/2021 (Appendix N) to University of Miami 2 days prior to 11/30/21 deposition because UM refused to confirm that UM will be shown at the deposition and University of Miami refused to confirm the deposition even two days prior to the scheduled deposition; and

The Notice to Cancel / Rescheduled the deposition was also filed to the Lower Tribunal and the Court Served to University of Miami on 11/29/2021 (Court's Docket Filing # 139291143 E-Filed 11/29/2021) – a day prior to the original scheduled deposition (Appendix O)

**Wherefore, University of Miami counterfeited a \$1800 fee of a Canceled Deposition.**

**University of Miami failed** pursuant to Florida Rule of Civil Procedure 1.310 h(1);

**University of Miami failed** pursuant to notice.

#### IV.

In the Third District Court's Opinion, it mentioned word "foreclosure" and "1800" in one sentence, which might cause ambiguous, unprofessional, interpretation that should be Clearly Stated that foreclosure was already Stopped and Cancel by the Order of Lower Tribunal on 3/28/2022 as the full payoff amount \$213240 already paid on 3/28/2022.

The court should **Deny** University of Miami's fraudulent \$1800 fee devising scheme and artifice to defraud, for obtaining money and property unlawfully.

The Court should **Rule** University of Miami's violations of **United States and Florida Fraud Laws**, devising scheme and artifice to defraud, for obtaining money and property by means of false and fraudulent \$1800 attorney fee of a cancelled deposition.

The Court should **Rule** University of Miami's fraudulent \$1800 is NOT in the lower tribunal order on foreclosure case on 1/27/2022 (**See App. K.**). University of Miami devise scheme and artifice for its unlawful dark purpose to threaten the Appellant, for its unlawful purpose to obtain money and property.

Order of Lower Tribunal Already Stopped and Cancelled the Foreclosure of Debtor's home on 3/28/2022 as the result of University of Miami received the entire payoff amount \$213240 - **this \$213240 amount was Ordered by the court (See App. K.)**.

University of Miami receiving the entire payoff amount \$213240 **was witnessed by Judge Hanzman** of Lower Tribunal on 3/28/2022; and

On the same day 3/28/2022, University of Miami cashed and deposited the \$213240 to University of Miami's account # 4002119610. University of Miami admits this is the entire "SAM Loan Payoff" (See App. L.)

On 3/28/2022, after University of Miami **received the entire payoff amount \$213240**,

I, Appellant, filed Motion to Request University of Miami to provide the Satisfaction of Mortgage to the Lower Tribunal on 3/28/2022.

However, till Today, the Lower Tribunal has not responded to the Motion to Request University of Miami to provide the Satisfaction of Mortgage after University of Miami **received the entire payoff amount \$213240 for more than 2 years since 3/28/2022.**

Till Today, the Third Court of Appeal has not responded to the Motion to Request University of Miami to provide the Satisfaction of Mortgage after University of Miami **received the entire payoff amount \$213240 for more than 2 years since 3/28/2022.**

WHEREFORE,

The Supreme Court of Florida **Should Order:**

University of Miami to **provide the Satisfaction of Mortgage Immediately** after University of Miami **received the entire payoff amount \$213240 for more than 2 years since 3/28/2022.**

V.

The Third District Court of Appeal's one-sentence order denying Appellant's response without providing any ground;

The Third District Court of Appeal wrongfully treated Appellant's response as motion for rehearing causing the Third District Court of Appeal unlawfully denied Pro Se Appellant's constitutional rights to file a motion for rehearing.

(Exhibition 2.)

VI.

The Third District Court of Appeal's Mandate of January 11, 2024 **Conflicts with Federal Laws of Automatic Stay, Conflicts with United States Laws in Chapter 13 As the Laws in Chapter 13 and Court's Order of Discharge Forbid University of Miami Collecting \$1800 from Debtor (Appellant).**

**Automatic Stay is in Effect** and Federal Laws **Forbid Appellee University of Miami from collecting** a so called fee, and especially this **University of Miami counterfeited \$1800 fee is False, is fraudulent and is Illegal** (Exhibition 1).

**Enforced By Laws and Orders,**

**Order** of United States Bankruptcy Court Discharges Debtor's Debts (Discharges Appellant's Debts) Including **Discharging University of Miami's \$ 97998.86 Fees, Costs / Expenses;**

According To United States **Laws In Chapter 13**, Order of United States Bankruptcy Court **Discharges Any University of Miami's Fess** Including Forbidding University of Miami From Collecting The \$1800 Fee From the Debtor (The Appellant);

The **Laws** State "A discharge means that **creditors may never try to collect the debt from the debtors personally**" (Appendix A1); and

Order of United States Bankruptcy Court **Forbids University of Miami From Collecting The \$1800 Fee from the Debtor** (The Appellant) (Appendix A2).

The Third District Court of Appeal issued a Mandate on January 11, 2024,

A mandate but in lack of explicitly and completely **Dismissing Appellee's unlawful foreclosure case;**

A mandate but in lack of explicitly and completely **Ordering University of Miami to Provide Satisfaction of Mortgage**, when Appellee University of Miami already received full court stated payoff amount \$213240 on 3/28/2022 witnessed by Judge Hanzman of lower tribunal on 3/28/2022 (**Exhibition 3.**).

Florida **Laws in Chapter 70 Demand** University of Miami to provide me, the Appellant, the **Satisfaction of Mortgage after cashing the entire payoff \$213240 on 3/28/2022**. The Laws required University of Miami **within 60 days** to Provide the Satisfaction of Mortgage within **3/28/2022 - 5/27/2022**.

**Enforced By Laws and Orders,**

The Supreme Court of Florida **Should Order:**

**Dismiss Appellee University of Miami's unlawful foreclosure case; and**

**Enforced By Laws and Orders,**

The Supreme Court of Florida **Should Enforce Florida Laws in Chapter 70 and Order:**

University of Miami to **provide the Satisfaction of Mortgage Immediately** after University of Miami **received the entire payoff amount \$213240 on 3/28/2022 as Florida Laws in Chapter 70 Require** University of Miami **within 60 days** to Provide the Satisfaction of Mortgage **by 5/27/2022**.

### **STATEMENT OF THE CASE**

In year 2009, University of Miami's SAM faculty benefit program put \$212000 for the Appellant to purchase a home as a faculty on the tenure track, and the \$21200 will be with maturity date 8/1/2039, with no interest, with no monthly payment prior to 8/1/2039 in the 30-year contract signed and agreed by University of Miami (See App. A.).

Shockingly, without any reason, without any cause in the termination letter dated March 7, 2013, the Appellant was terminated during her medical leave of treating cancer by University of Maimi (See App. B.).

The Appellant filed complaints to EEOC timely on March 21, 2013 (See App. C.).

The Appellant filed complaints of discriminations, retaliation and violations of Family and Medical Leave Act (FMLA) and violations of Title VII to the United States Southern

District Court on June 18, 2013 (See App. D.), and the Judge Ordered Jury Trial and Pre-Trial Conference ((See App. E. and App. O.); but University of Miami blocked the Jury Trial, blocked all required Discovery, blocked the depositions of eight (8) individuals and testimonies of 49 witnesses. The Appellant had to appeal to the Supreme Court of the United States.

Will the Appellant be required to pay the \$212000 prior to 8/1/2039?

The answer is NO based on the 30-year contract because None of six (6) conditions has been met to accelerate the maturity date of 8/1/2039, because the separation between University of Maimi and the Appellant was NOT a voluntary separation (the 6 conditions in the 30-year contract are presented in App. A.).

University of Miami admit the maturity date of 8/1/2039 for years since 2009 including from year 2013-2017, but suddenly filed a foreclosure action (Case 17-17025-CA-58) in 2017 to ask the Appellant to pay the entire \$212000 prior to the signed maturity date of 8/1/2039 breaching the 30-year Contract, and University of Miami did not serve a notice of default to the Appellant.

Because University of Miami breach the contracts including breaching the 30-year contract by requesting the Appellant to pay the entire \$212000 prior to the signed maturity date of 8/1/2039, the Appellant filed lawsuit against University of Miami in 2018 to request Jury Trial in Civil Appellate (Case 18-06518-CA-32) (See App. F.).

University of Miami wrote the order of final summary judgement to request total payoff amount of \$213240 by accelerating the maturity date of 8/1/2039 otherwise to foreclose the property on 3/28/2022, and to let judge sign on 1/27/2022 (See App. K.).

The Appellant filed Motions and requested for Stay of the foreclosure to the courts, but the courts either did not respond or did not rule for Stay; The total Payoff Amount of \$213240 cashier check was given to creditor University of Miami on 3/28/2022 witnessed by judge Hanzman who ordered to cancel the foreclosure immediately on 3/28/2022. The Full Payoff Amount of \$213240 cashier check was received and cashed out by creditor University of Miami on the same day of 3/28/2022. University of Miami admitted this \$213240 cashier check is the "payoff" amount and agreed that University of Miami "will provide Satisfaction of Mortgage" in University of Miami's **written document to provide Satisfaction of Mortgage on 3/28/2022** (See App. L.).

As University of Miami's repeated behaviors of blocking the Trials, blocked all required Discovery, blocked the depositions of eight (8) individuals and testimonies of 49 witnesses, University of Miami failed to confirm a deposition scheduled on 11/30/2021 causing the deposition to be cancelled/rescheduled.

The Lower Court Erred of granting a \$1800 fee of a cancelled deposition to University of Miami because University of Miami clearly knew the cancelation by receiving the Appellant's emails, and by receiving the services of rescheduling the deposition from the Court's system (See App. N. and App. O.).

**I, Appellant, notified and communicated** with University of Miami (UM) to cancel the 11/30/21 deposition. I sent UM the Email on 11/28/21, filed the Notice of Cancellation/Rescheduling to the lower court on 11/29/2021, and served Notice of Cancellation/Rescheduling to UM on 11/29/2021 to cancel the 11/30/21 deposition (See App. N. and App. O.).

But University of Miami deceived the lower court and said that the deposition was rescheduled to the same date of 11/30/21 when the original deposition date was Also 11/30/21?!

Appallingly, and Maliciously, University of Miami unlawfully request for \$1800 fee for an already cancelled 11/30/21 deposition. University of Miami wrote an order of granting the \$1800 fee and let the judge signed on it (See App. M.).

The Appendix M, Appendix N and Appendix O are presented to this Court to Vacate the Order of a \$1800 fee of a canceled deposition (See App. N. and App. O.):

**Appendix N - The Email** of cancellation 11/30/21 deposition and of **RESCHEDULING** of original 11/30/21 deposition was sent to University of Miami on 11/28/21; and The Cancellation Was Caused by University of Miami; and

**Appendix O:** NOTICE of cancellation 11/30/21 deposition and of **RESCHEDULING** the date of original 11/30/21 deposition was filed to the lower court and was served to University of Miami on 11/29/21 by the Court

The Lower Court Erred of granting a \$1800 fee of a cancelled deposition to University of Miami because University of Miami clearly knew the cancelation by receiving the Appellant's emails, and by receiving the services of rescheduling the deposition from the Court's system;

This Court should **Vacate** the lower court's order of a \$1800 fee of a cancelled deposition.

**The Full Payoff Amount Of \$213240 Cashier Check Was Received And Cashed Out By Creditor University Of Miami On The Same Day Of 3/28/2022. University of Miami Admitted This Is The "Payoff" Amount And Agreed That University Of Miami "Will Provide Satisfaction Of Mortgage" On March 28, 2022 (See App. K., App. L).**

**However, University of Miami violate laws and fail to provide document "Satisfaction of Mortgage" since 3/28/2022 for more than 2 years after received the Full payoff of \$213240 on 3/28/2022.**

**Florida Statute 701.04**, is the law the sets forth the steps that University of Miami **must take to remove the lien** on our home **within 60 days** from 3/28/2022. The law is specific as to those steps. **University of Miami doesn't get to choose what to do.**

**Laws in 46 CFR § 67.265** Require University of Miami to Provide the Satisfaction of the Mortgage.

Appellant paid **full payoff amount \$212340** to University of Miami (UM) on 3/28/22 and Judge Hanzman ORDERED to cancel foreclosure and on 3/28/2022 Judge Hanzman witnessed the full amount of \$212340 was given to University of Miami's attorney Matthew Lines and Mr. Lines provided the written document stating that:

" RECEIPT OF \$213,240 BY CASHIER CHECK MONDAY MARCH 28, 2022, FROM DR. LIU BY MATTHEW LINES COUNSEL FOR UM. COUNSEL WILL UNDERTAKE ALL REASONABLE EFFORTS TO STOP THE SALE AND WILL PROVIDE SATISFACTION OF MORTGAGE ONCE FUNDS CLEAR. " SIGNED WITH SIGNATURE "MATTHEW LINES FOR BAR # 0243980"

THE FUNDS {\$213,240} HAD BEEN CASHED OUT BY UNIVERSITY OF MIAMI ON THE SAME DAY 3/28/2022.

AS MR. MATTHEW LINES STATES UNIVERSITY OF MIAMI "WILL PROVIDE SATISFACTION OF MORTGAGE ONCE FUNDS CLEAR."

(See App. L., App. X.)

The Court should **ORDER and DEMAND** University of Miami to **Provide document "Satisfaction of Mortgage" to Appellant.**

I, Pro Se Appellant, respectfully petition to the Supreme Court to invoke review on The Third District Court of Appeal's sudden and surprising opinion and order about Appellee's so called \$1800 fee of a cancelled deposition, for this court to vacate the opinion and order, as Appellee's request of **\$1800 fee of a deposition is unlawful and is fraudulent.**

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

Debtor respectfully follow the Order of United States Bankruptcy Court as the Court states " the completion of plan payments does not terminate the automatic stay. The stay remains in place" "See 11 U.S.C. § 362(c)(2)." (See Appendix A2).

Further, the Court also states:

"As relevant here, the Stay Relief Order expressly stated that "during the pendency of this chapter 13 case, U.M. may not execute on any money judgment obtained against the Debtor in personam." " (See Appendix A2).

Importantly, the Court states:

"U.M. is prohibited from executing or attempting to collect the \$1800 fee described in the Motions or attempting to collect any other in personam awards or judgments against the Debtor." (See Appendix A2).



Significantly and critically, the Court states:

“For the avoidance of doubt,” , “any awards or judgments against the Debtor in personam may not be enforced during the pendency of this case.” (See Appendix A2).

University of Miami (UM) clearly knew this deposition was cancelled by Email on 11/28/2021 (Appendix N) to University of Miami 2 days prior to 11/30/21 deposition because UM refused to confirm that UM will be shown at the deposition and University of Miami refused to confirm the deposition even two days prior to the scheduled deposition; and

The Notice to Cancel / Rescheduled the deposition was also filed to the Lower Tribunal and the Court Served to University of Miami on 11/29/2021 (Court’s Docket Filing # 139291143 E-Filed 11/29/2021) – a day prior to the original scheduled deposition (Appendix O)

The Key word in Rule 1.310 h(1) is “another party attends in person or by attorney pursuant to the notice”, But University of Miami failed to follow the Florida Rule of Civil Procedure 1.310 h(1);

**University of Miami failed pursuant to the notice.** The Notice was Served to University of Miami by the Court, by the Appellant that the Deposition had to be Canceled, to be rescheduled.

If University of Miami’s attorney forgot that the deposition was cancelled on 11/30/21 when he arrived at the court house on 11/30/21, he normally should know within 10-15 minutes by checking his email inbox of 11/28/21 telling him the deposition was canceled, was to be rescheduled, and by checking his email inbox of the court’s serving document to his email on 11/29/21 telling him that the deposition originally on 11/30/21 was canceled, was to be rescheduled – then

Is it normal that an attorney waited for Four (4) hours at the court house and asked Debtor to pay him four (4) hour attorney fee? Should the attorney asked UM to pay him attorney fee when this attorney was hired by University of Miami ?!

Why this attorney deliberately waiting for four (4) hours at the court house ( Did he really wait at the court house from morning 9 am to 1 pm in the afternoon on 11/30/21?!), when this attorney of University of Miami knew the deposition was cancelled and the Lower Tribunal already served him and notified this attorney that the deposition was already cancelled, was to be rescheduled?

**Wherefore, University of Miami counterfeited a \$1800 fee of a Canceled Deposition.**

**University of Miami failed pursuant to** Florida Rule of Civil Procedure 1.310 h(1);

**University of Miami failed pursuant to notice.**

## CONCLUSION

A. University of Miami Unlawfully Counterfeited this \$1800 fee and Unlawfully Coerced to Collect this \$1800 fee from the Debtor for University of Miami's illegal attempt to Force to foreclose the Debtor's (Appellant's) home Unlawfully;  
University of Miami Violates United States Laws in Chapter 13 (Appendix A1 and Appendix A2);

B. Order of Lower Tribunal Already Stopped and Cancelled the Foreclosure (App. X.) of Debtor's home on 3/28/2022 as the result of University of Miami received the entire payoff amount \$213240 (See Order - App. K.) on 3/28/2022 witnessed by Judge Hanzman of Lower Tribunal; and

On the same day 3/28/2022, University of Miami cashed and deposited the \$213240 to University of Miami's account # 4002119610. University of Miami admits this is the entire "SAM Loan Payoff" (See App. L.)

C. The court should **Enforce Laws in Chapter 13, and Enforce Order of Discharge and Order of Enforcing Automatic Stay:**

The court should **Forbid University of Miami from collecting \$1800 fee from the Debtor (Appellant);**

The court should **Forbid University of Miami "try to collect the debt from the debtor personally".**

D. **Enforced By Laws and Orders,**

The Supreme Court of Florida **Should Order:**

**Dismiss Appellee University of Miami's unlawful foreclosure case.**

E. **Enforced By Laws and Orders,**

The Supreme Court of Florida **Should Enforce Florida Laws in Chapter 70 and Order:**

University of Miami to **provide the Satisfaction of Mortgage Immediately** after University of Miami **received the entire payoff amount \$213240 on 3/28/2022 as Florida Laws in Chapter 70 Require University of Miami within 60 days to Provide the Satisfaction of Mortgage by 5/27/2022.**

WHEREFORE,

I, Pro Se Debtor and Appellant, Respectfully request the Court to enforce the Automatic Stay forbidding University of Miami collecting the \$1800 fee.

I, Pro Se Debtor and Appellant, Respectfully request the Court to enforce:

**Order of Discharge** of United States Bankruptcy Court Discharges Debtor's Debts (Discharges Appellant's Debts) Including **Discharging University of Miami's \$ 97998.86 Fees, Costs / Expenses;**

According To United States **Laws In Chapter 13**, Order of United States Bankruptcy Court Discharges Any University of Miami's Fess, Costs / Expenses Including Forbidding University of Miami From Collecting The \$1800 Fee From the Debtor (The Appellant);

The Laws State "A discharge means that creditors may never try to collect the debt from the debtors personally" (Appendix A1).


I, Pro Se Debtor and Appellant, Respectfully request the Court to enforce:

Order Enforcing Automatic Stay of United States Bankruptcy Court Forbids University of Miami From Collecting The \$1800 Fee from the Debtor (The Appellant) (Appendix A2).

I, Pro Se Appellant / Petitioner, Respectfully request Supreme Court of the United States granting the relief, and such other relief as is just and proper.

WHEREFORE, I, *Pro Se*, Dr. Wen Liu, respectfully request this Court grant the Petition.

Respectfully submitted,  
By: /s/ Wen Liu  
Wen Liu



#### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the forgoing is furnished to the related parties via the Florida Courts E-Filing Portal through CM/ECF and Electronically Served on the thirtieth day of May 2025.

By: /s/ Wen Liu  
Wen Liu

