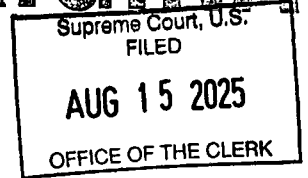


25 - 59 15
NO.

ORIGINAL



IN THE

supreme court for the united States of America

Fareed :Sepehry-Fard.

PETITIONER - Plaintiff

v.

U.S. BANK NATIONAL ASSOCIATION,
As Trustee for Greenpoint Mortgage Trust
Mortgage Pass-Through Certificates, Series 2007-AR2,
Appellee - Cross Defendant - RESPONDENT (s)

ON PETITION FOR WRIT OF CERTIORARI TO

IN THE SUPREME COURT OF CALIFORNIA, Case Nos.
~~S289032 and S288974~~; Court of Appeal, Sixth Appellate District,
Nos. H049806 and H049652; Superior Court of California, Santa
Clara County Case No. 17cv314286.

After an Unpublished Decision by the Court of Appeal

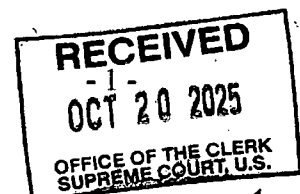
PETITION FOR WRIT OF CERTIORARI

Fareed :Sepehry-Fard., Beneficiary., *Sui Juris*.
C/o 12309 Saratoga Creek Dr.
Saratoga, the State of California, Santa Clara County
(Zip code Exempt DMM 602 sec 1.3(e))
Phone Number (408) 690-4612
Email: Ahuraenergysolarcells@msn.com

The use of a notary is only for identification purposes and does not mean that
Petitioner agrees to foreign jurisdictions.

STATE OF CALIFORNIA)
) AFFIDAVIT OF TRUTH in Support of Petition
COUNTY OF SANTA CLARA)

Notice to Agent is Notice to Principal and Notice to
Principal is Notice to Agent.



QUESTIONS PRESENTED

1. Did the lower court violate Article VI Clause 2 as to the Supremacy Clause of Federal Constitution in relation to Land Patents and treaty laws on Land Patents?
2. Did the lower court conceal embezzlement of about \$1,200,000 of Petitioner's and estate monies 14 days after the close of escrow in a chapter 13 bankruptcy case?
3. Was labeling Petitioner a "vexatious litigant" by a state actor lawful?
4. Did the lower court's failure to consolidate case numbers 17cv314286-the unlawful detainer action with 17cv310716-wrongful foreclosure action violate Petitioner's due process rights?
- ~~5. Did Petitioner's invoking Chapter VI, section 18, subdivision (a) of the California Constitution remove the jurisdiction of the actor who issued the vexatious litigant order?~~
6. Did the courts below violate California Government Code section 68081?
7. Could a court administrator ("judge") refuse to consolidate case numbers 17cv314286 and 17cv310716 when the alleged Defendant U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR GREENPOINT MORTGAGE TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR2 in Case Number 17cv310716 responded to the Petitioner's claim, by court administrator's relying on the "vexatious litigant order" ?
8. Did the lower courts and their administrators ("judges") violate the law by failing to report the crimes committed by Severson & Werson APC., its attorneys and all officers and directors all other companies involved such as inter alia, Nationstar Mortgage LLC, Clear Recon Corp. , etc. to law enforcement for subsequent actions?

9. Did lack of an answer or a demurrer on a remanded case from USDC to the inferior State Court with a Cross Claim entitle Petitioner to a default and a default judgment?
10. Could Petitioner's stricken motion for default judgment from the calendar and records by the inferior court administrator ("judge"), be acted on one day before the previously scheduled hearing by the inferior court without any notices to Petitioner?
11. Did any other derivative action as a direct result of the above such as inter alia harboring, aiding, abetting and shielding Defendants' violation of Sherman Anti Trust Act, Bid rigging, Cal. Civ. Code 2924(h) Subdiv.(g) and other Defendants' criminal violation of law take place?
12. Did the lower court administrators make reversible errors in not realizing that BAR in 26 states including in California gave CLES to attorneys who took late Dr. Garfield's seminar?
13. Did the lower state court actors admit to treason, subversion and mutiny?
14. Should one of the sovereign people of the united States of America stand on the Constitution, treaty law, Supreme Court rulings, the intend of congress, and other lawful writings of which one is the beneficiary and defend their property against theft and piracy?
15. Which one has the right, against those who have taken an oath to the Constitution of this republic?
16. Which party will be the perpetrator?
17. Would it not be Treason to violate sovereign people's rights secured by the Treaty and the Constitution?
18. Is standing jurisdictional and lack of standing precludes ruling on the merits?

19. Did the courts below made mistakes in not understanding MERS' own terms, conditions and by laws? -

20. Aren't the actions mentioned above, aiding, abetting, sheltering Cross Defendants'/Defendants' Criminal activities?

21. Did the lower court violate 18 USC §2 ?

22. Did the lower court and its administrator violate 18 USC § 1512?

23. Did the lower court and its administrator violate 18 U.S. Code § 3?

24. Did the lower court and its administrator violate 18 USC §§§§§§§§ 4, 1510, 1511, 1513-retaliating against a victim, witness or informant, 1514, 1516 - Obstruction of Federal audit, 1517 -Obstructing examination of financial institution, 1519 -Destruction, alteration, or falsification of records in Federal investigations and bankruptcy, § 1520 -Destruction of corporate audit records, etc. etc.?

25. Did the actions of the lower court administrators invoke the Self Executing Sections 3 and 4 of the 14th Amendment?

The answers are through a system of fraud and racketeering, all courts below conspired to not only do not return Petitioner's and estate's stolen and embezzled monies of about\$1.2M but also relied on the void and not voidable "vexatious litigant order" to continue to shield Cross Defendants'/Defendants' unlawful actions by falsely relying on a void "vexatious litigant order" to also steal Petitioner's only remaining home through racketeering and conspiracy to deny Petitioner's rights and by failing to consolidate case number 17cv310716 and 17cv314286 in order to also steal Petitioner's sovereign land protected at Article VI Clause 2 that all oath takers swore to serve and protect and in order to avoid furnishing economic and other relief to the Petitioner.

LIST OF PARTIES

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

RELATED CASES

16-5405

16-5425

22-5886

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Lapse of candor or fairness, or otherwise fail to comply with: the American Bar Association Model Rules of Professional Conduct: Rule 3.3 - Candor Toward The Tribunal, Rule 3.5 - Impartiality; And, Decorum Of The Tribunal, Rule 3.7- Lawyer As Witness, Rule 4.1- Truthfulness in Statements to Others; And, Rule 8.3 - Reporting Professional Misconduct; And, Asserting facts that were not provable or proven: Shaff v. Baldwin (1951) 107 Cal.App.2d 81, 86; Love v. Wolf (1964) 226 Cal.App.2d 378, 390, the American Bar Association Model Rules of Professional Conduct; And, Misquoting testimony or evidence: the American Bar Association Model Rules of Professional Conduct, Id; And, Objecting for improper purposes: Continental Dairy Equip. Co. v. Lawrence (1971) 17 Cal.App.3d 378, 384; Rule 11 (b),(1),(2), (3) and 4; And, Stating a personal belief in the merits of the case or the credibility of a witness: the American Bar Association Model Rules of Professional Conduct, Id; And, Testimony by counsel: the American Bar Association Model Rules of Professional Conduct.....37

IN THE supreme court for the united States of America

PETITION FOR WRIT OF CERTIORARI

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

OPINIONS BELOW

The opinion of the highest state court for writ of review in Case Number S289032 appears at Appendix A to the petition and is unpublished, date March 26, 2025. ¹

The opinion of THE SIXTH APPELLATE DISTRICT IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA in Case Number H049806 appears at Appendix B to the petition and is unpublished, date 12-27-2024.

The opinion of THE SIXTH APPELLATE DISTRICT IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA for a motion for rehearing in Case Number H049806 appears at Appendix C to the petition and is unpublished, date 01-22-2025.

The opinion of the Superior Court of California, in case number 17cv314286 appears at Appendix D to the petition.

The opinion of the highest state court for writ of review in Case Number S288974 appears at Appendix E to the petition and is unpublished, date 03-26-2025.

The opinion of THE SIXTH APPELLATE DISTRICT IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA in Case Number H049652 appears at Appendix

¹ CT stands for Petitioner's Court Transcripts, [CT Vol. 1 page 3] means volume 1 of Petitioner's Transcripts page 3, etc. etc. The size of the transcripts, more than 20,000 pages, prohibited their presentment to this Court. Those will be supplied after this Petition will be granted.

F to the petition and is unpublished, date 12-27-2024.

The opinion of THE SIXTH APPELLATE DISTRICT IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA for a motion for rehearing in Case Number H049652 appears at Appendix G to the petition and is unpublished, date 01-22-2025.

The Decision of California State Trial Court in Case Number 17cv314286 appears at Appendix H to the petition.

Appendix I shows Supreme Court for the united States' Letter to Petitioner that Petitioner's application for an extension of time within which to file a petition for a writ of certiorari was granted by Justice Kagan on May 22, 2025, to be filed to and including August 23, 2025.

Appendix J shows true and correct copies of Instrument Number 22247184 labeled as "CORPORATE ASSIGNMENT OF DEED OF TRUST" filed in the Santa Clara County Recorder on or about 6/4/2013.

Appendix K shows true and correct copies of MERS' own terms and conditions which are in court files, and can also be obtained from Document 1-2 Filed on 09/12/11 in Case No. 3:11-cv-02091-JMWVG, Gregory Johnson v. HSBC Bank USA et. al., UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF CALIFORNIA, Judge Jeffrey T. Miller, evidencing MERS' own terms and conditions does not allow for MERS to have any rights to any payments whatsoever [see items 2 and 3 in MERS' own term and conditions] which clearly proves that MERS is not a vehicle to creating or transferring beneficial interests in mortgage loans, see item 3 and 6 in MERS' own terms and conditions, despite false narrative in Instrument Number 22247184 [Appendix J] thereby creating a break in the chain of title.

JURISDICTION

Supreme Court for the united States' Letter to Petitioner that Petitioner's application for an extension of time within which to file a petition for a writ of certiorari was granted by Justice Kagan on May 22, 2025, to be filed to and including August 23, 2025 and appears at Appendix I.

Another letter dated August 21, 2025, signed by Miss Pipa Fisher of this court, instructed Petitioner to correct the petition within 60 days from the date of letter dated August 21, 2025, please see the records.

The date on which the highest state court in Case Number S289032 decided Petitioner's writ of review was on March 26, 2025. A copy of that decision appears at Appendix A. No petition for rehearing was timely filed in my case.

The date on which the highest state court in Case Number S288974 decided Petitioner's writ of review was on March 26, 2025. A copy of that decision appears at Appendix E. No petition for rehearing was timely filed in my case.

The jurisdiction of this court is invoked under 28 U.S.C §1257(a), and 5th amendment right to due process. Petitioner expressly invokes Rule 12.4, seeking review of both case nos. H049806 and H049652 from the California Court of Appeal, Sixth District, with both decisions date 12-27-2024 at Exhibits B and F, respectively. The date for rehearing of both case nos. H049806 and H049652 from the California Court of Appeal, Sixth District are 01-22-2025 at Exhibits C and G, respectively, Rule 14.1(e).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

Pursuant to united states Supreme Court Decision in *Compton v. STATE OF ALABAMA*, 214 U.S. 1, this sworn and notarized Petition signed under penalty of perjury has the same force and effect of a Magistrate Judge's Order *Compton, Id.*

There is no Plaintiff in Case number 17cv314286, the Plaintiff in case number 17cv314286 and the Defendant in case number 17cv310716, to wit: U.S. BANK NATIONAL ASSOCIATION, As Trustee for Greenpoint Mortgage Trust Mortgage Pass-Through Certificates, Series 2007-AR2 is a ghost, does not exist, never existed, does not and did not have a bank account. Attorneys at Severson & Werson and the self proclaimed servicer Nationstar Mortgage LLC. without any authority, have been attempting to steal Petitioner's home for their financial greed and not to pay down any alleged debt that no one knows if it exists, existed, nor how much it is and nor it ever was. The courts below have been used to literally steal people's homes and assets by strangers to me and others, in violation of 4th, 5th, 6th, 7th, and 14th Amendment guaranteed rights of the federal Constitution of 1787, as purviewed by the states for the Petitioner :Fareed :Sepehry-Fard.

Petitioner has been wronged by the courts below, and as an American, is due remedy.

Accordingly, the lower court orders are void on its face, in fact and in law due to inter alia, due process violation at 5th Amendment.

Additionally, the [false] presumption that attorneys from Severson & Werson APC. represent and or represented the ghost, is trumped by common sense, the law and countless united states Supreme Court decisions that upon Petitioner's challenging Severson attorneys' representation of the ghost, the burden shifts and shifted to Severson attorneys and lower court administrators ("judges") acted without jurisdiction to ignore Petitioner's countless oppositions that inter alia not only Severson attorneys do not represent and did not represent the ghost, but also, they admitted, by their repeated silence, that Severson attorneys do not and can not have a retainer agreement with the ghost, no other evidence exists to the contrary, further damaging Petitioner economically, physically and emotionally.

On the other hand, and inter alia, there are certified and notarized Petitioner's land patent together with its certified and notarized translation, under oath as well as affidavits from two live witnesses who are and were willing and able to testify under oath as to Cross Defendants' violation of Sherman Anti Trust Act and bid rigging; violation of Cal. Civ. Code 2924(h) Subdiv.(g) among numerous other violations, many of which have both monetary penalties as well as prison terms for all involved, also see Article III Section 2 of the Constitution of this republic, "*The judicial power shall extend to all cases, in law and equity, arising under this Constitution, the laws of the United States, and treaties made, or which shall be made, under their authority;--to all cases affecting ambassadors, other public ministers and consuls;.....*" emphasis added, Article III Section 2.

Moreover, Petitioner's undeniable evidence also include audio and video files of the misconduct committed as well as their certified and notarized transcripts under oath of inter alia, bid rigging, Sherman Anti Trust Act, Cal. Civil Code 2924(h) Subdiv.(g), Cal. Penal Code 115 (a) and (b), securities fraud at 18 USC §§§ 471, 472 and 473, etc. etc. all of which not only have monetary penalties but also have sever criminal penalties for all involved, equivalent to several life sentences in prison due to the

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shear size of the countless misconduct committed and perfected based on the records on file.

Please take notice that the above were mentioned to this court, even assuming Petitioner did not have a land patent on his sovereign land protected at Article VI Clause 2 as to the supremacy clause of the constitution of this republic that all oath takers swore an oath to serve and protect, Article VI Clause 2, Id., and Petitioner does have a land patent on his sovereign land:

The Supremacy Clause Article VI, section 2 of the U. S. Constitution mandates all oath takers to the Constitution of this republic as follows: “*This Constitution, and the Laws of the United States which shall be made in pursuance thereof: and all treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land; and the judges in every state shall be bound thereby, any Thing in the Constitution or the laws of any state to the contrary notwithstanding.*”, Article VI, clause 2, Id.

Petitioner respectfully requests that this court take mandatory judicial notice of English language and the verb “shall” which is mandatory and not unlike “may” which is discretionary. Stated differently, the inferior court administrators (“judges”) has no and had no choice but to heed to the Constitution of this republic and its words used based on their claimed oath of office, to do otherwise, is direct admission to treason, subversion and mutiny actionable at inter alia, 18 USC §§§§§ 2381, 2382, 2383, 2384, 2385 among countless other authorities.

Please take further mandatory judicial notice of *Summa Corp. v. California*, 466 US 198 (1984): The land is secured by patent under the Guadeloupe Hildago Treaty. The treaty falls under the supremacy clause of Constitution, which proclaim that Treaties are the supreme law, even over a State’s foundational Constitution.

Petitioner furthermore states that the party holding the land patent is entitled to possession and that is the Petitioner in this instant matter. Cross Defendants can not prove title and Petitioner did not sign away any rights to his land patent.

Petitioner, a natural individual sovereign man of california republic in these united States of America, holds title by nature.

Petitioner also states that land patent drive from treaty law and the Constitution of this republic. The will and intent of congress regarding land patents have never been repealed. Land patents are protected by the Supremacy Clause Article VI, section 2, of the U.S. Constitution and Article I, Section 10 of the U.S. Constitution "no sate shall impair the obligation of contract".

The supremacy Clause Article VI, section 2 of the U.S. Constitution: " *This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.*", Article. VI, Section 2 of the Constitution of this republic.

Hughes V. Miller's Mutual Fire Insurance Co., 246 s.w. 23 (1923) "it is the largest estate in land that the law will recognize, a fee simple estate still exists even though the property is mortgaged or encumbered".

The grant was given by the U. S. government and is the intent of our founding fathers.

This is not the Petitioner's fault that the founding fathers didn't like being subjected to a king's will and emotion which led them to create such a document. The people of these united States are the beneficiary of their sacrifice.

Our founders risked their lives, their families' lives and their fortunes to establish an idea, a concept, a dream of freedom and liberty. They desired to pass it on to generation after generation forever. They said so in the land patent---"forever"---.

The land patent appears to be designed to be a destructive force against the forces of the banks (i.e. the pretender lenders) and government. Jefferson said banks are dangerous. In a May 28th, 1816 letter to John Taylor, Thomas Jefferson's wrote in the closing sentence; "And I sincerely believe, with you, that banking establishments are more dangerous than standing armies." Armies are a pretty destructive force.

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A brief look at back the last ten to fifteen years: the Massachusetts Supreme Court has overturned nearly five years' worth of foreclosures that displaced the people and families of that state. Armies displace people and families. In Nevada almost an entire development was foreclosed and most of the homes destroyed. Millions more across the country have been foreclosed and eventually destroyed. Armies also destroy buildings. In Florida people were lined up for blocks trying to save their homes from foreclosure. Pretender lenders as the Cross Defendants use deceptive, fake documents to create misdirection. Armies use misdirection in war strategy. The Cross Defendants as the pretender lender banks have created millions of properties with clouded titles. Armies don't do that. The Cross Defendants as pretender lender banks have been the most destructive force in the world of property law, not the founders' land patent document and the first conveyance of title to the land to the people in these united States of america.

Moore v. Robbins, III. 96 U.S. 530, 24 L.Ed. 848, The issuance of a patent divested the government of all authority and control over the land.

Raestle v Whitson, 528p. 2d 170, 172 (1978), Land Patent is the highest evidence of title and is immune from collateral attack.

Hooper v. Scheimer, 64 U.S. 235, United States Supreme Court, "I affirm that a patent is unimpeachable at law, except, perhaps, when it appears on its own face to be void; and the authorities on this point are so uniform and unbroken in the courts, Federal and State, that little else will be necessary beyond a reference to them."

'A patent,' says the court in *United States v. Stone* (2 Wall. 525), 'is the highest evidence of title, and is conclusive against the government and all claiming under junior patents or titles,..'

United States v. Stone, 69 U.S. (2 Wall.) 525, 17 L. Ed. 765 "The importance of patents as the highest evidence of title is well settled", also see *Walton v. United States of America*, 415 F.2d 121 (10th Cir. 1969).

Fenn v. Holme, 62 U.S. 481, “The plaintiff in ejectment must in all cases prove a legal title to the premises in himself, at the time of the demise laid in the declaration, and evidence of an equitable title will not be sufficient for a recovery... The practice of allowing ejectments to be maintained in state courts upon equitable titles cannot affect the jurisdiction of the courts of the United States.”

Supreme Court of the United States, *Langdon v. Sherwood*, 124 U.S. 74, 8S. Ct. 429, “It is well settled that an action of ejectment cannot be maintained in the courts of the United States on a merely equitable title.”, “It has been repeatedly decided by this court, that such certificates of the officers of the land department do not convey the legal title of the land to the holder of the certificate, but that they only evidence an equitable title, which may afterwards be perfected by the issue of a patent, and that in the courts of the United States such certificates are not sufficient to authorize a recovery in an action of ejectment.”, *Hussman v. Durham*, 165 U.S. 144.

Miranda v. Arizona, 384 U.S. 436 (1966), “Where rights secured by the Constitution are involved, there can be no rulemaking or legislation which would abrogate them.”.

United States v. Bishop, 412 U.S. 346 (1973), “If you’ve relied on prior decisions of Supreme Court you have a perfect case for willfulness.”

Hooper et. al. v. Scheimer, 64 U.S. 235 The U.S. Supreme Court reasoned that patents issued by the United States are the highest form of title and must prevail over any equitable interest in a legal action such as ejectment.

Walton v. United States, 22 U.S. 651, “The importance of patents as the highest evidence of title is well settled”, quoting *United States v. Stone*, 69 U.S. (2 Wall.) 525, 17 L. Ed. 765.

Langdon v. Sherwood, 124 U.S. 74; *Carter v. Ruddy*, 166 US 493, “In federal courts, the rule that ejectment cannot be maintained on a mere equitable title is strictly enforced, so that ejectment cannot be maintained on a mere entry made with a register and receiver, but only on the patent, since the certificates of the officers of the land department vest in the locator only

equitable title. This rule prevails in the federal courts even when statute of the state in which the suit is brought provides that a receipt from the local land office is sufficient proof of title to support the action”.

STATEMENT OF THE CASE

Petitioner's Opening Brief in 6th DCA, Case Number H049806 corroborates with ample evidence on the records that specifically, ~\$1,200,000 of Petitioner's and estate monies were stolen by Chapter 13 trustee, fourteen days after the close of escrow and while ~\$1.2M of Petitioner's and estate monies were in the custody and control of the Chapter 13 trustee, and when prior to the disbursement of funds by Chapter 13 trustee, both Petitioner and the debtor had objected to the alleged arrearage and Petitioner had objected to the proof of claim, Case No. 16-30329, Chapter 13, San Francisco Bankruptcy Court, California related to second home where Petitioner had a 50% ownership with his sister for their land at 18314 Baylor Avenue, City of Saratoga, California republic.

Although Petitioner attempted, numerous times, to retrieve his and estate stolen monies of ~\$1.2M by Chapter 13 trustee and his culprits, by numerous phone calls, emails, letters and others to Chapter 13 trustee, Chapter 13 trustee continued to ignore Petitioner, and then, 14 days after the close of escrow, embezzled about \$1.2 million of Petitioner's and estate monies out of Chapter 13 trustee's account.

Of the ~ \$1.2M embezzled monies, Id., about \$450,000 were wired to unknown accounts, that to this date no one seems to know who it belongs to, and about \$70,000 of the ~\$1.2 M embezzled monies, was paid to attorneys who were not even admitted to USDC, San Jose Division and the rest were embezzled to Select Portfolio Servicing.

The bankruptcy judge in Case No. 16-30329, Chapter 13, after Petitioner attempted to seek her help to retrieve Petitioner's and the estate stolen and embezzled monies, Id., told Petitioner to seek Petitioner's and estate remedies' in the inferior state

court, since she claimed, erroneously, the bankruptcy judge had no jurisdiction, which was false, she had jurisdiction since it was clearly theft of our monies in a bankruptcy case, and she should have referred the matter to US Attorney and or others for criminal prosecution of all involved in the racketeering and theft of our monies, Id., but she did not and attempted to cover up the crimes of grand theft among others, committed and perfected, Id., see DCA Case Number H049806, motion to augment records filed in 6th DCA court on November 19th, 2023 at Exhibits 1 and 2 which are true and correct copies of transcripts of the Chapter 13 Bankruptcy proceedings, San Francisco, Case Number 16-30329 for September 21st, 2016 as Exhibit 1 and for November 16th, 2016 as Exhibit 2 where material misrepresentation was presented to the Bankruptcy court judge by the alleged opposing parties and in particular Chapter 13 trustee, where she lied on the records, Exhibit B, Id.

It seems that Mary Arand of the inferior state court in Case Number 16cv296244 issued the void and not voidable vexatious litigant order to ensure our embezzled monies, 14 days after the close of escrow, Id., would not be returned back to us, it furthermore appears that the missing ~\$450,000 of our monies were embezzled to her based on prima facie evidence, in return for issuance of the void and not voidable "vexatious litigant order" as her prize for doing so, think about it, why wouldn't Arand want for us to retrieve our stolen monies, that is about \$1,200,000 of our stolen monies, \$450,000 of it went to unknown account(s) that to this date no one knows who it belongs to (most likely went to Arand's account). Additionally, of the ~\$1,200,000 stolen and embezzled monies, about \$70,000 were paid to attorneys who were not even admitted to USDC, in clear violation of BPC 6126(a), "*(a) Any person advertising or holding himself or herself out as practicing or entitled to practice law or otherwise practicing law who is not an active licensee of the State Bar, or otherwise authorized pursuant to statute or court rule to practice law in this state at the time of doing so, is guilty of a misdemeanor punishable by up to one year in a county jail or by a fine of up to one thousand dollars (\$1,000), or by both that fine and imprisonment. Upon a second or subsequent conviction, the person shall be confined in a county jail for not less than 90 days, except in an unusual case where the interests of justice would be served by imposition of a lesser sentence or a fine. If the court imposes only a fine or a sentence of less than 90 days for a second or subsequent conviction under this subdivision, the court shall*

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state the reasons for its sentencing choice on the record.", emphasis added, BPC 6126(a), Id.

Additionally, the order to expunge lis pendens, in case number 17cv310716-the nexus to this case, filed by Severson attorneys without a power of attorney from neither the ghost nor from Petitioner, based on revoked Deed of Trust and revoked power of attorney, was not even supported by any affidavits from anyone since it could not, in violation of law, to wit: section 409.1, the principal statute at issue in the nexus to this case (Case Number 17cv310716), currently provides in pertinent part: "At any time after notice of pendency of an action has been recorded pursuant to section 409 or other law, the court in which the action is pending shall, upon motion of a party to the action supported by affidavit, and "(b) Insofar as the action affects title to or right of possession of the real property described in the notice, The court shall determine the matter on the affidavits and counter affidavits on file and upon such other proof as the court may permit.", emphasis added, that there are no affidavits from the ghost nor can there be any affidavit since the [ghost] Plaintiff in case number 17cv314286 and the Defendant in Case Number 17cv310716, does not exist and did not exist, but there is certified and notarized Petitioner's land patent together with its certified and notarized translation, under oath. Please Take Notice this court under California and Federal Laws must take mandatory judicial notice of the English language and words "shall" (which is Mandatory) and "may" (which is discretionary) in Section 409.

That is to say, the inferior court administrator Mister Manoukian seems to have swapped "may" and "shall" in section 401 without jurisdiction and attempted to legislate from bench in violation of Separation of Powers Doctrine. Accordingly, the order to expunge lis pendens, in Case Number 17cv310716-the nexus to this case, is not voidable but void, ab initio independent of what courts do or do not do, that is the statue and must be heeded to by all courts at any and all levels. If Mister Manoukian is interested in legislation, he may want to apply for a position as a legislator but he can not and could do what he did, to wit: he legislated from bench in direct contravention of Section 401, Id.

Additionally, Petitioner requests mandatory judicial notice of True and correct copies of FORENSIC EXAMINATION OF THE REAL PROPERTY RECORDS AND THE CIRCUIT COURT RECORDS OSCEOLA COUNTY, FLORIDA commissioned by

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Armando Ramirez, a duly elected public official with the title of Clerk of the Circuit Court of Osceola County, Florida available from:

osceolaclerk.com/wp-content/uploads/OC_Forensic_Examination.pdf

“Judicial notice is the recognition and acceptance by the court, for use . . . by the court, of the existence of a matter of law or fact that is relevant to an issue in the action without requiring formal proof of the matter.” (Lockley v. Law Office of Cantrell, Green (2001) 91 Cal.App.4th 875, 882, citations and quotations omitted.) “The underlying theory of judicial notice is that the matter being judicially noticed is a law or fact that is not reasonably subject to dispute.” (Ibid.; see also Cal. Evid. Code § 452, subd. (h).) The court may thus take judicial notice of “[o]fficial acts of the legislative, executive, and judicial departments of the United States and of any state of the United States.” (Cal. Evid. Code § 452, subd. (c).) A reviewing court may also judicially notice any matter specified in section 452. (Cal. Evid. Code § 459, subd. (a).)

These instruments should be judicially noticed as to their existence and content. Moreover, neither of these documents is reasonably subject to dispute, and they are capable of immediate and accurate determination by resort to sources of indisputable accuracy. As such, the Court should issue an order not to expunge lis pendens in Case 17cv310716, expungement of lis pendens will allow thieves and pirates-Nationstar and Severson & Werson attorneys to continue to steal from Appellant, in clear violation of protection guaranteed by Petitioner’s land patent at Article VI Clause 2 and treaty laws on land patents.

This judicial notice, Id., available from public records, authenticated and corroborated by an elected official, i.e. **FORENSIC EXAMINATION OF THE REAL PROPERTY RECORDS AND THE CIRCUIT COURT RECORDS OSCEOLA COUNTY, FLORIDA** commissioned by Armando Ramirez, a duly elected public official with the title of Clerk of the Circuit Court of Osceola County, Florida show countless criminal conduct committed by Nationstar Mortgage LLC., attorneys from Severson & Werson APC., Clear Recon Corp. and their culprits beyond any shadow of any doubt.

The enforcement of the enacted statutes and the law in relation to Cross Defendants’ violation of inter alia, securities

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fraud at inter alia 18 USC sections 471, 472 & 473, RICO, mortgage fraud, violation of Cal. Penal Code 115(a) and (b), violation of Sherman Anti Trust Act, violation of bid rigging, violation of Cal. Civ. Code 2924(h) Subdiv.(g), etc. etc., as shown, but disregarded by the lower courts, are amply sufficient for several life in prison sentences for all involved as well as several hundreds of millions of dollars of monetary fines in favor of Petitioner. For instance, as the records prove beyond any shadow of any doubt, Cross Defendants' violation of bid rigging and Sherman Anti Trust act is valued at \$100,000,000 per company (at least 5 involved: the ghost (through U.S. Bank National Association for renting its name) + Nationstar Mortgage LLC + Clear Recon Corp. + Severson & Werson APC + the auction company) plus \$1,000,000 per individual (dozens involved: over 1 dozen from Severson & Werson + 2 from auction company + more than a dozen from Nationstar + more than a dozen from Clear Recon Corp + unknown numbers from US Bank for what seems to be renting its name to Nationstar for a fee while in public denying it and a stating it has anything to do with neither the foreclosure nor with the so called unlawful detainer action, terrorizing our nation, Petitioner included.).

It appears that some very corrupt actors at lower courts impeded the administration of justice, attempted to shelter criminal activities of all parties involved, when ample evidence on the records were presented to them, multiple times, Id.

The lower "courts" used void and sham labels like "vexatious litigant order" to continue to assist theft of Petitioner's monies, land and resources, completely destroyed Petitioner's life by inter alia, forcing the Petitioner to fight a ghost through false and a made up narrative by the attorneys from Severson & Werson through a system of fraud and racketeering.

These corrupt actors, despite the fact that U.S. Bank National Association, in public announced, it has nothing to do with any foreclosure action nor with any unlawful detainer action, and does not foreclose, despite false and fraudulent Nationstar Mortgage LLC.'s material misrepresentation, based on facts on records, Severson & Werson APC.'s attorneys and their culprits, continued to label the alleged Plaintiff in Case Number 17cv314286 and one of the alleged Defendants in Case Number 17cv310716 as U.S. Bank National Association instead of the non existing entity, to wit: U.S. BANK NATIONAL ASSOCIATION,

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As Trustee for Greenpoint Mortgage Trust Mortgage Pass-Through Certificates, Series 2007-AR2 which was on the caption page of their complaint in Case Number 17cv314286 as the alleged "Plaintiff" instead of U.S. Bank National Association; see for instance livinglies.me/us-bank-and-deutsch-agree-that-they-should-not-be-named-as-plaintiffs-in-foreclosures/ - explaining that U.S. Bank National Association as trustee responsibilities:

see, "*U.S. Bank as Trustee: As Trustee, U.S. Bank Global Corporate Trust Services performs the following responsibilities...*

- *Does not initiate, nor has any discretion or authority in the foreclosure Process*
- *Does not have responsibility for overseeing mortgage servicers*
- *Does not manage or maintain properties in foreclosure*
- *Is not responsible for the approval of any loan modifications*

All trustees for MBS transactions, including U.S. Bank, have no advance knowledge of when a mortgage loan has defaulted. Trustees on MBS transactions, while named on the mortgage and on legal foreclosure documents, are not involved in the foreclosure process.", In fact, based on records publicly available and on the records from OCC, SEC, FDIC, CFPB and Minnesota Secretary of State, which also show that the alleged Plaintiff in case number 17cv314286 and one of the Defendants in case number 17cv310716 does not exist and did not exist, despite lower courts, on an ad hoc basis, swapping the ghost with U.S. Bank National Association when U.S. Bank National Association, as mentioned, by its own admission, on the records, admitted it has nothing to do with any foreclosure action nor with any unlawful detainer action nor with any other ruse labeled as anything else.

Additionally, the unsigned and unexecuted Pooling and Servicing agreement ("PSA"), which is not even the Trust Agreement even if it were to be signed and executed, when it was not and it is not, as was clearly explained with ample corroboration (see for instance: livinglies.me/the-pooling-and-servicing-agreement-is-not-a-trust-agreement/), despite false and material misrepresentation of facts and law by Severson attorneys, very specifically states US Bank National Association NOT IN ITS OWN CAPACITY but solely as trustee. U.S.

Bank, not in its own capacity but solely as a trustee, see PSA at page 71, available from sec.gov/Archives/edgar/data/1394678/000114420407025500/v074692_ex4-1.htm

“Trustee: U.S. Bank National Association, a national banking association, not in its individual capacity, but solely in its capacity as trustee or as grantor trustee..” .

Moreover, in the same paragraph, the unsigned and unexecuted PSA states, “...for the benefit of the related Certificate holders...”, there are no certificates nor details of any alleged certificate holders nor any proof of payment for acquiring the alleged debt by anyone nor anything anywhere filed as part of the so called complaint nor anywhere else. From day 1, all courts were deprived of both in personam and subject matter jurisdiction, Id., to wit: where are and who are the certificate holders and where are the certificates and proof of payment to acquire those alleged certificates?, etc. etc.

Still, 6th DCA in Case Number H049806 and H049652 (and in other “orders”) referred to the alleged Plaintiff as U.S. Bank National Association (see order of 6th DCA), when U.S. Bank National Association by its own disclosures and in public announced it has nothing to do with any foreclosures, whatsoever, see, bpinvestigativeagency.com/wp-content/uploads/2016/07/US-Bank-Role-of-Trustee-Sept2013.pdf

“U.S. Bank as Trustee: As Trustee, U.S. Bank Global Corporate Trust Services performs the following responsibilities:...

- *Does not initiate, nor has any discretion or authority in the foreclosure Process*
- *Does not have responsibility for overseeing mortgage servicers*
- *Does not manage or maintain properties in foreclosure*
- *Is not responsible for the approval of any loan modifications*

All trustees for MBS transactions, including U.S. Bank, have no advance knowledge of when a mortgage loan has defaulted. Trustees on MBS transactions, while named on the mortgage and on legal foreclosure documents, are not involved in the foreclosure process.”.

See RJN, osceolaclerk.com/wp-content/uploads/OC_Forensic_Examination.pdf , page 278

“In this section, all references to the above servicer are noted as “Nationstar”. It maintains two offices in Scottsbluff, Nebraska (Scotts Bluff County) and Lewisville, Texas (Denton County). Many of these documents are apparent self-assignments by Nationstar employees, posing as officers of MERS or other entities. One Exhibit herein contains an example of a Limited Power of Attorney (“LPOA”) which is facially deficient and the Examiner cautions that further investigation is required to validate all claimed attorney-in-fact statuses claimed by Nationstar employees. All of the following recorded documents were filed with the intent to deprive the property owner by virtue of a recorded document containing false or misrepresentative information, probable cause for violation of Florida Criminal Code § 817.535 and the Florida RICO statutes.”

RJN, osceolaclerk.com/wp-content/uploads/OC_Forensic_Examination.pdf at page 283

- “(NATIONSTAR EX. 12) CFN#2014073685, electronically recorded on 05-27-2014
Document Prepared by: NTC’s Erika Lance
Signer: Daniel Thompson (who claims to be Vice President of Loan Documentation but in reality is an NTC employee), who purports to be an officer of a Bank of New York Mellon REMIC trust, whose Closing Date was November 28, 2003, while this Assignment wasn’t executed until May 23, 2014.

Notary: Nicole Baldwin (Florida Notary Commission No. EE 222285; expires 08-05-2015).

Witnesses: Tyler Driver, Nadine Homan (known NTC employees and alleged robo-signers)

NOTE: The intent of the manufacturing of the document is to create standing for the Plaintiff trust, using false and misrepresentative information to deprive the homeowner of his property, probable cause for violation of Florida Criminal Code § 817.535. The balance of the case file may have to be examined, along with previously-recorded documents, to establish the facts leading up to this Assignment of Mortgage.”

Petitioner's note: Please see Appendix J, Nadine Homan and Nicole Baldwin, mentioned above, are also the two persons who fabricated the instrument Number 22247184, labeled as CORPORATE ASSIGNMENT OF DEED OF TRUST as shown in Appendix J, which are part of Sullivan's (one of Severson attorneys) Request for Judicial Notice in Case 17cv314286.

This court must intervene and stop Nationstar and Severson & Werson racketeering harming our nation and Petitioner further economically, physically and emotionally.

Again, based on evidence presented, the court must grant the Petition as there will be irreparable harm to Petitioner and Petitioner's 88 year old handicapped mother who lives with Petitioner if ample remedy would not be provided to Petitioner as an American who has been wronged by the alleged Plaintiff and its alleged attorneys.

Once again, Petitioner requests mandatory judicial notice of the verb "shall: which is mandatory and not discretionary, in California Evidence Code 459 which provides, "California Evidence Code Section 459 states that the reviewing court shall take judicial notice of each matter properly noticed by the trial court and each matter that the trial court was required to notice under Section 451 or 453....".

Petitioner states under penalty of perjury, that there appears to be special relationships with various inferior court "judges" and their receipt of bribes from Severson attorneys, Nationstar and others. These facts, stated in numerous affidavits which are part of the records have been witnessed by several witnesses and as mentioned, are part of the records. These facts include but are not limited to countless ex parte communications among various lower state court actors, Severson attorneys in order to what seemed to be strategizing to steal Petitioner's land.

The evidence and the records, as mentioned, are more than adequate for several life sentences of all Nationstar directors, officers, Severson attorneys and some very corrupt actors at all levels in state courts.

REASONS FOR GRANTING THE WRIT

There are numerous reasons for granting the Petition, some are highlighted below to assist this court for adjudication of the case in the most just manner to all parties:

First, U.S. BANK NATIONAL ASSOCIATION, As Trustee for Greenpoint Mortgage Trust Mortgage Pass-Through Certificates, Series 2007-AR2 ("the ghost"), the Plaintiff in Case Number 17cv314286 and one of the Defendants in Case Number 17cv310716 does not exist and never did exist. This seems to be a made up name for laundering monies of all sorts. In fact, based on the records, and as admitted by Severson attorneys and Nationstar, this entity does not have any certificate holders, no certificates were ever issued, did not and does not have a bank account, there is no and there was no loan account, etc. etc.

Severson attorneys even admitted on the records that they have no retainer agreement with the ghost, nor can they have a retainer agreement with the ghost, Id., no other evidence exists to the contrary.

Second, because we have separation of powers doctrine in this republic, no actor can legislate from bench, to wit: the lower state court administrator at Article III Section 1 did not and does not have any jurisdiction to swap "may" and "shall" in various California Civil Code of Procedures, Id. and on an ad hoc basis, without any support whatsoever, Id., treat false and fraudulent statements of attorneys from Severson & Werson, without any affidavit from any competent fact witness with the first hand knowledge of the facts of the case from the alleged Plaintiff, as facts when those instruments and attorneys' statements, on their face is ample proof of perjury, utter lies and the instruments clearly show that there were no truth to any of them, i.e. when any and all instruments were presented by the Severson attorneys, see for instance RJN Appendix J, which says "FOR GOOD AND VALUABLE CONSIDERATION.... MERS....", by the admission of Severson attorneys and their culprits nothing was received by MERS nor could be received by MERS, since as RJN Appendix I, which is MERS' own terms and conditions, clearly show, not only no for value consideration which means payment was received by MERS nor could have been received by MERS but also MERS' own terms and conditions does not allow for MERS to have any rights to any payments whatsoever [see items 2 and 3 in MERS' own term and conditions] which clearly proves that MERS is not a vehicle to creating or transferring beneficial interests in

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mortgage loans, see item 3 and 6 in MERS' own terms and conditions, despite false narrative in Instrument Number 22247184 [Appendix J] thereby creating a break in the chain of title which means, no standing and Petitioner was and is entitled to be left alone and monetarily compensated for the misconduct committed by all, to wit: an order for an injunction and monetary relief as was demanded from the inferior court.

Despite lack of standing of the ghost and its culprits, and Petitioner's repeated objections on the records, the inferior court erroneously presumed ghost's standing, see 6th DCA Case Numbers H049652 and H049806 orders at Appendix B and F and refused to conduct any discovery despite Petitioner's specific motions as to the existence of the alleged Plaintiff, existence of the ghost's bank account, loan account, accounting and accounting general ledger, existence of the certificates, existence of the certificate holders, proof of payment to acquire alleged debt such as inter alia, check 21, ACH confirmation, ACH information, wire transfer, wire transfer information, canceled check, etc. etc.

These are clearly due process violation and an opportunity to be heard which are structural errors that require per se reversal of the void orders of Case Numbers H049806 and H049652.

That is to say, structural errors require per se reversal "because it cannot be fairly determined how a trial would have been resolved if the grave error had not occurred." (People v. Anzalone (2013) 56 Cal.4th 545, 554.) The effects of the error are " 'unmeasurable' " and " 'def[y] analysis by 'harmless-error' standards.' " [Citations.]" (Sandquist v. Lebo Automotive, Inc. (2016) 1 Cal.5th 233, 261, overruled in part on other grounds by Lamps Plus, Inc. v. Varela (2019) __ U.S. __ [139 S.Ct. 1407, 1417-1419].) " 'In the civil context, structural error typically occurs when the trial court violates a party's right to due process by denying the party a fair hearing. [Citation.] . . . 'A structural error requires reversal without regard to the strength of the evidence or other circumstances. [Citation.]' [Citation.]" (Aulisio v. Bancroft (2014) 230 Cal.App.4th 1516, 1527.) " .

Cal. Penal Code 115 provides: "*a) Every person who knowingly procures or offers any false or forged instrument to be filed, registered, or recorded in any public office within this state, which instrument, if genuine, might be filed, registered, or recorded under any law of this state or of the United States, is guilty of a felony.*"

(b) Each instrument which is procured or offered to be filed, registered, or recorded in violation of subdivision (a) shall constitute a separate violation of this section.”, Cal. Penal Code 115(a) and (b).”

As it is clear, inferior courts, despite their knowledge of manufactured, false and fabricated instruments for the sole purpose of theft of Petitioner’s sovereign land, aided and abetted Cross Defendants’ violation of Cal. Penal Code 115(a) and (b).

Please take judicial notice of the facts that the records have abundance of fabricated, manufactured and false instruments filed by Severson and Werson attorneys, multiple times, as well as perfected violation of Sherman Anti Trust Act and bid rigging, violation of securities fraud at 18 USC 471, 472 & 473 with up to 20 years in prison per count, violation of California Civil Code 2924(h) Subdiv.(g), etc. etc., more than adequate for several life sentences in prison for all officers and directors of Nationstar, Clear Recon Corp., Severson & Werson attorneys and their culprits as well as monetary fines, in the order of several hundreds of millions of dollars, Id. This court must stop theft of people’s homes and assets aided and abetted by some very corrupt actors in the inferior courts.

Third, under California Maxims of Jurisprudence Section 3516-Acquiescence in error takes away the right is objecting to it; Maxim of Law-unrebutted affidavit is truth and as fact on the records, etc. etc. , Petitioner already has and had his judgment on the records, which required enforcement.

Instead of enforcing Petitioner’s non judicial judgments which are administrative judgments, the inferior court administrators refused to obey the law and did not furnish long overdue remedy to Petitioner. The inferior courts had no and has no choice but to enforce Petitioner’s non judicial judgement at Compton, Id., but they did not.

Fourth, under Article VI Clause 2 as to the Supremacy Clause of Federal Constitution, in relation to Petitioner’s land patent and treaty laws on land patents, all courts, without exception, were deprived of jurisdiction over Petitioner’s sovereign land, even if there were a “mortgage” on Petitioner’s land, when there were never any mortgage on Petitioner’s land, no other evidence exists to the contrary. As mentioned, and

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affirmed by both the records and the FORENSIC EXAMINATION OF THE REAL PROPERTY RECORDS AND THE CIRCUIT COURT RECORDS OSCEOLA COUNTY, FLORIDA commissioned by Armando Ramirez, a duly elected public official with the title of Clerk of the Circuit Court of Osceola County, Florida, all involved fabricated and manufactured official looking instruments and filed those in public records for the sole purpose of piracy and grand theft, when there were never ever any underlying financial transaction between Petitioner and any and all of the alleged claimant(s) at anytime.

This can easily be verified, since by alleged respondents' admission on the records, there is no proof of any payment to acquire the alleged debt such as inter alia, check 21, ACH confirmation and information, cancelled check, wire transfer, wire transfer information. These facts were repeatedly admitted by the ghost and its culprits such as Nationstar, Clear Recon Corp., and their culprits, multiple times, on the records, no other evidence exists to the contrary.

It appears, despite almost 20,000 pages of ample corroboration and evidence on the records, the lower courts conspired to steal Petitioner's sovereign land protected at Article VI Clause 2, Id. which is protected from any and all so called foreclosure actions and or unlawful detainer actions, even if there were any mortgage on Petitioner's land, and there were never ever any debt nor any mortgage on Petitioner's land from any and all of the Respondent(s), see for instance:

Hughes V. Miller's Mutual Fire Insurance Co., 246 S.W. 23 (1923) "it is the largest estate in land that the law will recognize, a fee simple estate still exists even though the property is mortgaged or encumbered".

The grant was given by the U. S. government and is the intent of our founding fathers. Also see Article VI Clause 2 obligates all judges that: "*This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.*", Article VI Clause 2.

Fifth, this Court should grant the Petition to stop literal theft of People's homes and assets by attorneys who falsely claim the attorneys represent entities which appear to be rented names, that never existed nor exists, to liquidate People's homestead for attorneys' and their culprits' greed and not to pay down any alleged debt as adopted in principles of SCOTUS decision in *Marbury v. Madison*.

In fact, even BAR, the governing body of Severson & Werson attorneys admitted, on the records, that it was and is Severson attorneys and the self proclaimed servicer Nationstar without any authority who have been trying to steal Petitioner's land and not to pay down an alleged debt, that no one, to this date, know or ever knew, if there is any, how much it is nor was nor to whom it belongs to.

This fact has been also corroborated and admitted by BAR which gave CLES to attorneys participating in late Dr. Garfield's course, in 26 states, California included, to wit: BAR issued CLES to attorneys, in 26 states, including in California based on late Dr. Garfield's teachings. Late Dr. Garfield's teachings, as the world's very well known expert in the fake "securitization" (since no securitization ever took place, i.e. for any contract to be consummated, there must have been an offer (when there were none), acceptance of that offer (when there were none), and last for value consideration which means payment (when there were never ever any) corroborate these facts: 1) No entities named in the assignment could claim ownership of the mortgage lien; 2) No entity has the likelihood of establishing the right to foreclose; And, 3) No entity named in the assignment in a foreclosure, if any, will receive the cash proceeds from the final liquidation (sale to third party) of the foreclosed property, see livinglies.me/2021/09/10/cle-contest-results-2-winners-one-prize-kelly-eagain-andfsf/.

In other words, this matter is res judicata, to wit: one can not lift up one side of the stick without lifting the other side of the stick, to wit: BAR as the governing body of Severson & Werson attorneys and their culprits agreed, inter alia, based on late Dr. Garfield's seminar of livinglies.com and subsequently gave credits to attorneys in 26 states including in California as to the stipulated facts below, to wit: Dr. Garfield asked the following question as part of a test, Id.:
"Here is the 'word problem'"

A document has been recorded bearing the title "Assignment of Mortgage." The assignee is identified as "U.S. Bank, not on its own behalf but as trustee for the CWABS, Inc. Pass-through Trust Series 2006-A1C, on behalf of the holders of CWABS, Inc. Pass-through Trust Series 2006-A1C Certificates." Assume that value has been received by the Assignor in exchange for conveying legal ownership of the alleged underlying obligation due from the subject homeowner. Assume that there is no issue regarding the legal existence of any entity.

QUESTIONS:

- 1. How many different entities named in the assignment could claim ownership of the mortgage lien?*
- 2. Which one has the highest likelihood of establishing the right to foreclose?*
- 3. In a foreclosure, which of the entities named in the assignment, if any, will likely receive the cash proceeds from the final liquidation (sale to third party) of the foreclosed property?*

"« Servicers DO NOT handle the Money or the Accounting: they only pretend to do so to offer fake business records" into court evidence Free Attendance at 9/29/21 CLE Lawyers Webinar to the First Homeowner Who Correctly Answers the Question »", Source: livinglies.me/2021/09/03/servicersdo-not-handle-the-money-or-theaccountingthey-only-pretend-to-do-so-to-offer-fake-business-recordsinto-courtevidence/

Following Petitioner's correct responses to all three questions posed on the same date on September 8th, 2021, Dr. Garfield, on or about September 10th, 2021 posted the following at

livinglies.me/2021/09/10/cle-contest-results-2-winnerson-prize-kelly-e-again-and-fsf/

(FSF= :Fareed :Sepehry-Fard®):

"FSF posted the following:

1 none , because the trust agreement says so

2 none

3 none , it becomes revenue for the servicer

This wasn't the answer I was looking for but on reflection it was correct. No entity COULD make a claim if there was a document in existence that said they could not and which governed the actions of the referenced entities. The trust agreement in REMIC trusts states explicitly that the named Trustee gets nothing

except temporary bare naked title without any rights as to any payment, underlying obligation, debt, note or mortgage. All claims of entitled or authority derived from the presumed ownership of a "loan" are therefore without foundation and could not be made, except in the procedural sense anyone can claim anything until challenged. So the answer from FSF is better actually than mine or Kelly E (see below)

FSF will get a free pass to the seminar on 9/29/21 at 3 PM EDT.

Upon request, FSF may pick a licensed practicing attorney to attend also for no admission fee. The attending attorney will receive 2.5 credits in Florida and probably 2.0-2.5 in any of 26 other states that previously approved my presentation for CLE credit. Kelly E also posted a correct result:

1) 4 possible names, perhaps more if you dissect the trust and trustee name further than I already did in my mind, which they like to do.

2) I don't believe any would have the right to foreclose.

3) None. It will go to pay self-proclaimed servicer(s), attorneys, etc.

Kelly gave the answer I had in mind. If you look at the referenced entities they ar provide a list of entities that might or could make claim (based on the face of the instrument:

☐ *U.S. Bank N.A.*

☐ *CWABS, Inc.*

☐ *CWABS Inc. Trust*

☐ *Holders of certificates, even though both the holders and the certificates are unidentified.*

So the answer to my question as I meant it is 4. But FSF got it right because of the way I wrote it. I asked the question using the word "Could." Neither FSF nor Kelly got the answer to the second question entirely correct although they both have the right idea. The one with the highest likelihood of "establishing" the right to foreclose, given the current climate, is U.S. Bank even though it a claim without foundation or merit. But they are both right because the claim is false. Both FSF and Kelly E hit the answer to the third question dead on right. It was a trick question. Both of them recognized it. The proceeds of foreclosure based on a claim derived from an asserted or implied securitization of an alleged debt goes only to the bookrunner investment bank who pays the servicer (and others) for their good work in obtaining the money. The question was which entity named in the assignment will get the money? The answer is NONE.",

livinglies.me/2021/09/10/cle-contest-results-2-winners-one-prize-kelly-e-again-andfsf/.

Court is again on notice that BAR in 26 States, including in California, gave CLES to participating attorneys to the seminar given by late Dr. Garfield, to wit:
which is also BAR's acquiescence to the following facts:
A) none of the entities named in the assignment could claim ownership of the mortgage lien; and,
B) no entity has the likelihood of establishing right to foreclose;
and,
3) none of the entities named in the assignment, if any, will receive the cash proceeds from the final liquidation (sale to third party) of the foreclose property.

Accordingly, not only lower court orders are void and of no force and effect based on both the law, to wit and inter alia, Petitioner's land patent and common sense, but also by statutes, Id.

Moreover, since Petitioner is the only man entitled to his claim on the title and ownership of his land, and all actors have sworn an oath to uphold their oath at inter alia, Article VI Clause 2 as to treaty laws on land patents, the lower court and all others' actions are squarely within the definition of treason committed and perfected, despite their claimed Oath of Office and actionable at inter alia, 18 USC §§§§2381, 2382, 2383, 2384, 2385, etc. etc.

Finally, this Court of Records must reward Miss Sullivan, Jan T. Chilton and Adam N. Barasch of Severson & Werson APC. with sanctions based on Sullivan's, Barasch's and Chilton's vicious and unlawful conduct (However, Chilton recently claims that Chilton is representing the self proclaimed servicer without any authority instead of representing the ghost, see court records to be supplied upon granting the petition), to wit: keeping in mind the so called litigation immunity does not apply to attorneys, since under the statute at 12 CFR Part 1024 (Regulation X) § 1024.2(b)(29)(5), Severson & Werson and its attorneys are also "servicers" see 12 CFR Part 1024 (Regulation X) § 1024.2(b)(29)(5) "(5) Rendering of services by an attorney;" .

Accordingly, Sullivan and her culprits Chilton and Barasch as some of Sullivan's culprits, are in clear violation of:

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1. Lapse of candor or fairness, or otherwise fail to comply with: the American Bar Association Model Rules of Professional Conduct- Rule 3.3 - Candor Toward The Tribunal, Rule 3.5 – Impartiality; And, Decorum Of The Tribunal, Rule 3.7- Lawyer As Witness, Rule 4.1- Truthfulness in Statements to Others; And, Rule 8.3 - Reporting Professional Misconduct; And,
2. Asserting facts that were not provable or proven: Shaff v. Baldwin (1951) 107 Cal.App.2d 81, 86; Love v. Wolf (1964) 226 Cal.App.2d 378, 390, the American Bar Association Model Rules of Professional Conduct, Id; And,
3. Misquoting testimony or evidence: the American Bar Association Model Rules of Professional Conduct, Id; And,
4. Objecting for improper purposes: Continental Dairy Equip. Co. v. Lawrence (1971) 17 Cal.App.3d 378, 384; Rule 11 (b),(1),(2), (3) and 4; And,
5. Stating a personal belief in the merits of the case or the credibility of a witness: the American Bar Association Model Rules of Professional Conduct, Id; And,
6. Testimony by counsel: the American Bar Association Model Rules of Professional Conduct, Id.

Court is on notice that levying war against the U.S. or adhering to its enemies, providing aid and comfort, as it has been committed and perfected in this case, Id. constitutes treason and is punishable by death or imprisonment, 18 USC Section 2385.

That is to say, there is no question that all “judges” swore an oath to the constitution of this republic, to wit: they swore an oath to uphold and defend inter alia, Article VI Clause 2, to wit: they swore an oath to uphold Petitioner’s land patent and treaty laws on land patent divesting all courts of jurisdiction over Petitioner’s sovereign land, and as mentioned, if they violate their oath, Petitioner is obligated to report their crimes to inter alia, the military and or National Guard at 18 USC section 4- misprison of felony which provides, “Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined under this title

or imprisoned not more than three years, or both.", 18 USC Section 4.

Needless to say, whoever else aides, abets, shelters the above mentioned criminal conduct, Id., despite the oath taken, Id., is also subject to be indicted, arrested, prosecuted and convicted based on proof positive on the records, Id., to wit: admission to treason, subversion and mutiny, Id., on the records, Id. also see 18 USC Section 2381-Treason, "*Whoever, owing allegiance to the United States, levies war against them [THEM is Petitioner], or adheres to their enemies, giving them aid and comfort within the United States or elsewhere, is guilty of treason and shall suffer death, or shall be imprisoned not less than five years and fined under this title but not less than \$10,000; and shall be incapable of holding any office under the United States.*", emphasis added, 18 USC Section 2381-Treason, Id.

That is to say, sheltering criminal activities, particularly by actors at any and all levels, are crimes of their own which has sever penalties up and including to life in prison or even death penalty, Id. Any and all actors have absolute immunity if they act within their jurisdiction but when knowingly or even unknowingly, they violate their oath, then penalties for treason, subversion, mutiny, etc. are well documented, Id.

Despite the fact that the records supports these unlawful actions and significantly more against the Petitioner and the damaged man, :Fareed :Sepehry-Fard., still the inferior actors continued to violate the law as the records and the exhibits attached are self explanatory and do not need much more corroboration.

Our republic has been taken hostage by some lower court actors despite their oath to the constitution of this republic, Id.

That is to say, this is substantive law ² and not subject to change by any procedural rules, as the court below erroneously

² Substantive law:" *Substantive law is the statutory, or written law, that defines rights and duties, such as crimes and punishments (in the criminal law), civil rights and responsibilities in civil law. It is codified in legislated statutes or can be enacted through the initiative process. Substantive law stands in contrast to procedural law, which is the "machinery" for enforcing those rights and duties. Procedural law comprises the rules by*

refused to enforce numerous codes, statues and the constitution of this republic, Id., in what appears to be harboring and shielding criminal violation of law by Severson attorneys and the self proclaimed servicer Nationstar, without any authority of any kind, by the admission of US Bank, as trustee, on records, see livinglies.me/2019/08/02/us-bank-and-deutsch-agree-that-they-should-not-be-named-as-plaintiffs-in-foreclosures/ .

Stated differently, the lower courts or any other courts CAN NOT use "procedures" (i.e. leveraged on a void so called "vexatious litigant order") better labeled as a scheme to not only embezzle and steal Petitioner's and the estate's ~\$1,200,000, Id., but also block Petitioner from obtaining his and the estate embezzled and stolen monies as well as a scheme to block indictment, arrest, prosecution and conviction of all involved for violations of inter alia, Sherman Anti Trust Act and bid rigging, Securities Fraud, Id., Cal. Civ. Code 2924(h) Subdiv.(g), Id.; Cal. Penal Code 115(a) and (b), Id.; and well in excess of several dozens other violations of law, Id., while openly in open court state in a so called order, explicitly, that Article VI Clause 2 as to Petitioner's land patent and treaty laws on land patents is of no moment to the actors with the void "orders" subject to this Petition and despite countless united states Supreme Court controlling decisions that Petitioner made sure those actors are and were aware of, by filing his instruments in the lower establishment, Id., to nullify enacted positive laws and the jurisdictional challenges, Id., Petitioner's contentions, Id., cemented into law by legislative acts and the constitution of this republic, to wit: that there must be a party that exists which can be identified which has authorized a [self proclaimed] servicer such as Nationstar and Severson attorneys to attempt to appear in court, not total strangers that have nothing to do with Petitioner's home, without any authority of any kind, claiming falsely to represent a non existing entity that never existed and does not exist, to wit: the alleged Respondent, to wit: U.S. BANK NATIONAL ASSOCIATION, As Trustee for Greenpoint Mortgage Trust Mortgage Pass-Through Certificates, Series 2007-AR2 as a Defendant in Case Number 17cv310716 and a Plaintiff in Case Number 17cv314286, Id.

which a court hears and determines what happens in civil or criminal proceedings, as well as the method and means by which substantive law is made and administered...." Source:

https://en.wikipedia.org/wiki/Substantive_law

Here are a few additional corroboration tied to each point in the questions presented to better corroborate the misconduct committed, as mentioned:

Petitioner's land patent at Article VI Clause 2 as to the Supremacy Clause of Federal Constitution in relation to Land Patents and treaty laws on Land Patents divested all courts of jurisdiction over Petitioner's sovereign land.

The inferior establishments attempted to conceal embezzlement of about \$1,200,000 of Petitioner's and estate monies 14 days after the close of escrow by labeling Petitioner a "vexatious litigant" in order to ensure those stolen monies will not be retrieved.

As such, Petitioner's due process violations void everything ab initio and the void "orders", Id., should be vacated at any time.

Petitioner's filing a crime report against the misconduct of Mary Arand, estopped Arand from any and all actions. And it is universally known, that a void "order" is void and of no force and effect and can be vacated at anytime, see "[A] court may set aside a void order at any time. appeal will not prevent the court from at any time lopping off what has been termed a dead limb on the judicial tree—a void order." (*MacMillan Petroleum Corp. V. Griffin* (1950) 99 Cal. App. 2d 523, 533 [222 P.2d 69]; accord: *People v. West Coast Shows, Inc.* (1970) 10 Cal. App. 3d 462, 467 [89 Cal. Rptr. 290]; *Svistunoff v. Svistunoff* (1952) 108 Cal. App. 2d 638, 641-642 [239 P. 2d 650]; and see: 6 Witkin, Cal. Procedure (2d ed 1971) Appeal, § 7, pp. 4024-4025.). *It is true that the statute of limitations does not apply to a suit to vacate a void judgment.* (*Cadenasso v. Bank of Italy*, supra, p. 569; *Estate of Pusey*, 180 Cal. 368, 374 [181 P. 648].)

Arand, the same person who, after Petitioner's filing a crime report against Arand, labeled Petitioner as a "vexatious litigant", despite Chapter VI, section 18, subdivision (a) of the California Constitution which mandates: A judge is disqualified from acting as a judge, without loss of salary, while there is pending (1) an indictment or an information charging the judge in the United States with a crime punishable as a felony under California or federal law. On this reason alone, Arand's "order" is

void and of no force and effect and has always been void and of no force and effect. All other "orders" dependent on Arand's "order" are also null and void and of no force and effect.

Additionally, Government Code section 68081 required that before an appellate court renders a decision in a proceeding "based upon an issue which was not proposed or briefed by any party to the proceeding, the court shall afford the parties an opportunity to present their views on the matter through supplemental briefing" and the court's failure to do so requires that "a rehearing shall be ordered upon timely petition of any party.", despite Petitioner's raising these issues on his Petition for rehearing and 6th District Court of Appeal still refused to abide by Government Code section 68081, to wit and inter alia, the inferior state court actor could not deny Petitioner's motion for injunctive and monetary relief when it had, weeks before, stricken the same motion from the calendar, but then, in an ambush, one day before hearing date that was canceled by the same court, issue a tentative order and the next day, despite Petitioner's countless objections and without any objections to the stricken Petitioner's motion by the ghost's attorneys, deny Petitioner's motion, etc.

Despite the void "order" labeling Petitioner a vexatious litigant and the "requirement" for Petitioner to place a bond, Petitioner placed a bond at 12 USC 95a(2), but the inferior establishment ("court") seems to falsely believe that it can set aside 12 USC 95a(2), arbitrarily and despite Separation of Powers Doctrine.

Lower courts seems to erroneously believe that an affidavit of truth signed and notarized under penalty of perjury is the same as a declaration that is not signed under penalty of perjury and can be swapped on an ad hoc basis by a "judge".

Lower courts also seem to erroneously believe that the lack of an answer or a demurrer on a remanded case from USDC to the inferior State Court with Petitioner's Cross Claim did not entitle Petitioner to a default and a default judgment as a matter of both the law and positive enacted statutes.

Additionally, despite Petitioner's noticing the inferior court, in Petitioner's motion for rehearing in 6th DCA, that Petitioner's motion for default judgment due to lack of response on the remanded case with a Cross Claim from USDC back to the state court was stricken by the inferior court weeks before the 41.

hearing date, and hence could not be heard, without any notice to neither the Petitioner nor to the Severson attorneys who did not even oppose the stricken Petitioner's motion for default judgment, still 6th DCA failed to correct its patently erroneous decision.

Lower courts seems to erroneously believe that all other derivative actions as a direct result of the above such as inter alia harboring, aiding and abetting and shielding Cross Defendants' proven violation of Sherman Anti Trust Act, Bid rigging, Cal. Civ. Code 2924(h) Subdiv.(g) and other Cross Defendants' criminal violation of law are not against the law, when they clearly are.

Lower courts also erroneously believe that, on an ad hoc basis, they have the jurisdiction to replace a non existing Plaintiff by U.S. Bank National Association, even though the unexecuted and unsigned Pooling and Servicing Agreement ("PSA") that is not the Trust Agreement, and U.S. Bank National Association in public announced that they have nothing to do with any "foreclosure" and or "unlawful detainer" action and should not be named as Plaintiff in these proceedings.

Lower courts also erroneously believe, despite BAR, the governing body of attorneys' acquiescence that it is Severson & Werson attorneys and the self proclaimed servicer Nationstar Mortgage LLC who will be the recipient of theft of the proceeds of sale of Petitioner's home to third parties and those proceeds will not be used to pay down an alleged debt but instead becomes revenue for the attorneys and Nationstar, the inferior court case can be labeled as a so called "unlawful detainer" by and through manufacturing of instruments and therefore the lower courts falsely conclude that no default judgement on an unanswered Cross Claim on the remanded case from USDC back to state court can be awarded, even though the motion for default judgment was stricken by the state court administrator weeks before its "tentative order" just one day before the hearing date and while it had already stricken the motion from the calendar, instead of what it really is and was, a theft of sovereign land protected by Article VI clause 2 by Cross defendants' fabrication of official looking instruments and filing them in county recorder, in clear criminal violation of Cal. Penal Code 115(a) and (b); 18 USC Sections 471, 471 and 473-securities fraud among dozens of other criminal conduct, Id.

Lower courts also erroneously believe that an unsigned and unexecuted PSA is the same as a trust agreement, despite the fact and as explained previously and as part of the records, even the unsigned and unexecuted Pooling and Servicing agreement ("PSA") which is not even the Trust Agreement [see for instance the records and corroboration also available from livinglies.me/the-pooling-and-servicing-agreement-is-not-a-trust-agreement/] explaining that the PSA, even if it were to be signed and executed, and is not signed and executed, is not and was not the trust agreement, specifically states that U.S. Bank not in its own capacity but solely as trustee, despite false and patently erroneous lower courts' swapping U.S. Bank National Association with the ghost, on an ad hoc basis and without neither jurisdiction nor any support, Id.; see, U.S. Bank, not in its own capacity but solely as a trustee, PSA at page 71, available from sec.gov/Archives/edgar/data/1394678/000114420407025500/v074692_ex4-1.htm
"Trustee: U.S. Bank National Association, a national banking association, not in its individual capacity, but solely in its capacity as trustee or as grantor trustee..".

Moreover, in the same paragraph, the unsigned and unexecuted PSA states, "...for the benefit of the related Certificate holders...", there are no certificates nor details of any alleged certificate holders nor any proof of payment for acquiring the alleged debt by anyone nor anything anywhere filed as part of the so called complaint nor anywhere else. From day 1, all courts were deprived of both in personam and subject matter jurisdiction, Id., to wit: where are and who are the certificate holders and where are the certificates and proof of payment to acquire those alleged certificates?, etc. etc.

Still, 6th DCA in Case Number H049806 (and H049652) referred to the alleged Plaintiff as U.S. Bank National Association (see orders of 6th DCA attached) , when U.S. Bank National Association by its own disclosures and in public announced it has nothing to do with any foreclosures, whatsoever, Id., and despite false and misleading narrative furnished by Severson attorneys and those who have sheltered their countless criminal conduct in lower courts.

Moreover, as previously stated, every attempt to force the alleged Respondent to show itself and prove its existence, was systematically blocked by the courts below, they are part of the criminal syndicate to continue to aid and abet grand theft of People's monies, homes and assets and have been instrumental in displacing 10s of millions of Americans from their homes and their livelihoods.

Fortunately, our Bill of Rights, mandates the People of our republic to replace tyrannical actors with those who obey the laws and their oath to the constitution of this republic, to wit:

"... But when a long train of abuses and usurpations, pursuing invariably the same Object evinces a design to reduce them under absolute Despotism, it is their right, it is their duty, to throw off such Government, and to provide new Guards for their future security..."

— *The Declaration Of Independence*

The Courts below were under lawful duty ³ to speak, they can not and could not plead fifth amendment, see *U.S. v. Tweel*, 550 F. 2d.297. *"Silence can only be equated with Fraud where there is a legal or moral duty to speak or where an inquiry left unanswered would be intentionally misleading"*. Maxims of Law: *"He who doesn't deny, admits."*, severely and additionally damaging Petitioner economically, in the process.

Black's Law Dictionary defines estoppel as: "A bar or impediment raised by the law, which precludes a man from alleging or from denying a certain fact or state of facts, in consequence of his previous allegation or denial or conduct or admission, or in consequence of a final adjudication of the matter in a court of law. *Demarest v. Hopper*, 22 N. J. Law, 019; *Martin v. Railroad Co.*, 83 Me. 100, 21 Atl. 740; *Veeder v. Mudgett*, 95 N. Y. 295.

³ Petitioner respectfully presents to all to differentiate between "lawful" and "legal". Legal pertains to statutes, codes, ordinances et. al. which are Godless and created by men, on the contrary, lawful relate to Petitioner's inalienable rights, given to Petitioner by God, *Id.* and all oath takers have sworn an oath to uphold and defend them, against all enemies, foreign and domestic.

The effects of Petitioner's noticing all courts below of their clear errors, *Id.*, created a bar, or estoppel, against any and all interpretation of the law, *Id.* and issuing "orders" that are void on their faces, in fact, in law and issued without any jurisdiction, whatsoever, as a matter of law, *Id.*

More and more people of this republic, believe that our nation has been infiltrated by some very corrupt actors and or advocate "judges" without any judicial power at Article III Section I, *Id.*

That is to say, that the alleged Respondent never existed and does not exist, and the Severson attorneys should not only be mandated by law to be recused from the "case" better labeled as grand theft of Petitioner's home, but also must have been criminally prosecuted for their clear crimes of bid rigging, violation of unclean hands doctrine, violation of Sherman Anti Trust Act, as well as violation of Cal. Civ. Code 2924(h) Subdiv. (g), securities fraud at 18 USC §§ 471, 472, 473 , etc. — these are enacted laws, and the courts below are and were chained by them, as a matter of law, *Id.*

This situation is a compelling case for granting the Petition in order to "secure uniformity of decision" particularly when the void orders were issued directly violating separation of powers doctrine and enacted laws, *Id.*

Without guidance from this court, the enacted laws and controlling case laws, *Id.* will continue to be violated by the inferior courts on an ad hoc basis.

Trial judges in and around San Jose (County, USDC and Bankruptcy courts) will reject enacted law and their jurisdiction , *Id.*, perhaps because they continue to assume their jurisdiction and existence of the alleged Respondent when specifically challenged by the Petitioner, dozens and dozens of times, again and again, over and over, as a pending claim and not as unambiguous law which clearly directs all courts, while other courts have followed the law, as they should, as the law directs all, to wit: "*Jurisdiction can be challenged at any time*" and "*Jurisdiction, once challenged, can not be assumed and must be decided.*" Emphasis added, *Basso v. Utah Power and & Light Co.* 495 F 2d 906, 910—that there must be a party in court to have standing to make a claim against Petitioner's land and not a

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made up rented name by strangers to Petitioner, to his home, to the alleged note, alleged mortgage and the alleged security, despite Petitioner's land patent at Article VI Clause 2, which divested and divests all courts from jurisdiction over Petitioner and Petitioner's sovereign land and despite the lower court actors' claimed oath of office to the constitution of this republic against all enemies, foreign and domestic, which includes Article VI Clause 2.

The Courts below are barred from any argument as they lack subject matter jurisdiction to bring about any argument at law, *Id.* The orders of the courts below are void, of no force and effect, and are barred under the doctrine of lack of subject-matter jurisdiction by operation of Federal Law. There are no exceptions under the statute, *Id.* Fed. R. Civ. P. Rule 12 (h) (3), Lack of Subject-Matter Jurisdiction.

Any other action or inaction, a derivative action or inaction is also void and will be void based on enacted statutes and the law, *Id.*

Courts below have been busy harboring criminal activities to aid and abet theft of people's homes by what seems to be rented names by self proclaimed servicers such as Nationstar Mortgage LLC and attorney firms such as Severson & Werson which requires this court's intervention by granting the Petition.

Far too many Americans have been harmed by the inferior "courts" and advocate "judges" aiding and abetting theft of sovereign land protected by Article VI Clause 2, *Id.* and without a "Plaintiff" in "court".

CONCLUSION

The petition for writ of certiorari should be granted.

Respectfully presented,

All rights reserve waive none

DATED: 3rd day of October, 2025

By: Fareed Sepehry-Fard, beneficiary.
Fareed Sepehry-Fard®, beneficiary.

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CALIFORNIA JURAT

GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

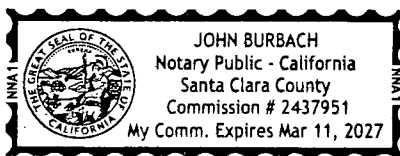
County of Santa Clara

Subscribed and sworn to (or affirmed) before me on
this 3rd day of October, 2025, by
Date Month Year

(1) Fareed Sepehry - Fard

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature _____
Signature of Notary Public

OPTIONAL

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Description of Attached Document

Title or Type of Document: Petition For Writ of Certiorari

Document Date: 10/3/25 Number of Pages: 1

Signer(s) Other Than Named Above: 1

DECLARATION

i: a man, :Fareed :Sepehry-Fard©., beneficiary., ("Petitioner"),
declare:

1. i: am a man of republic of California and an American National. i: have personal first hand knowledge of the facts set forth in this declaration. If called upon to testify as a witness re same, i: a man, :Fareed :Sepehry-Fard©., could and would competently testify to the facts in this declaration.
2. Everything that i, a man, :Fareed :Sepehry-Fard©., have stated in " PETITION FOR WRIT OF CERTIORARI" which is concurrently filed with this Declaration are truth to the best of my (a man's) knowledge and nothing but the truth.
3. i: a man, :Fareed :Sepehry-Fard©., declare under the penalty of perjury under the laws of the united States of America, the State of California and the california republic that the foregoing is true and correct.

Executed and DATED: 3rd day of October, 2025 in Saratoga,
California.

All Rights Reserve Waive None

Respectfully presented,

By: *Fareed: Sepehry-Fard, beneficiary.*
:Fareed :Sepehry-Fard©., beneficiary.