In the Supreme Court of the United States

No. _____

HENRY L. KLEIN, PRO SE, THE SUCCESSION OF FREDERICK P. HEISLER AND LEVY GARDENS PARTNERS 2007 LP,

Movers

versus

LEWIS TITLE INSURANCE COMPANY, INC AND LISKOW & LEWIS, PLC.,

Respondents

RULE 22 MOTION TO THE FULL COURT

Pursuant to Rule 22, Henry L. Klein, *pro se,* and the Succession of Frederick P. Heisler and Levy Gardens 2007 LP, through Michael G. Bagneris, move the Court to exercise its inherent powers in the extraordinary circumstances of this case and enter GVR enforcing *Group Life v. Royal Drugs*, 440 U.S. 205 (1979) (*"Group Life"*) as the supreme law of the land on the seminal question:

Is a title policy a "...contract of insurance..."?

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PREAMBLE

On December 23, 2025, the Louisiana Supreme Court DENIED Mandamus as untimely, holding that **CHRISTOPHER COLUMBUS DAY** (October 13, 2025) was not a legal holiday. The "...one day late..." dismissal avoided consideration of *Group Life* as "...the supreme law of the land..." as to the *title insurance industry.*

The existential question eliminated by the dismissal was:

Is a title policy a "...contract of insurance..."?

The existential answer is **"NO".** Title policies are:

(i) retrospective;

(ii) protect against nothing *a futuro*;

(iii) spread no risk;

(iv) charge a one-time fee instead of premiums; and

(v) fulfill none of the "...indispensable characteristics of the business of insurance..." set forth by *Group Life* and its progeny.

Moreover:

(i) the title insurance market is *oligopolistic;*

(ii) product demand is *inelastic;*

(iii) price and product competition are *nonexistent;*

(iv) the relationship between producers and title agents is *captive;*

(v) kickback schemes *predominate*;

(vi) RESPA violations go *unprosecuted*;

(vii) captive title agencies keep 80% to 85% of monies collected at real estate closings and split the money with Affiliated Business Arrangement ("ABA") *silent partners* without disclosure to the purchaser of the property or to the consumer financing a mortgage;

(viii) the title insurer receives 20% or less to underwrite 100% of the risk, a fiscal disincentive to meeting the rigors of *Proctor v. State Farm, infra;* and consequently...

(ix) title claim payments are less that 4% of fees collected while all other forms of insurance pay *circa* 95% of premiums collected.

This Motion to the Full Court is based on undisputed facts, industry statistics from Demotech, Inc., and judicial confessions in various cases.

QUESTIONS PRESENTED

On December 29, 2025, an Application for Stay was submitted to Circuit Justice ALITO, (25A802). On January 13, Application 25A802 was denied. This Motion presents the following seminal questions:

> [1] Did the Louisiana Supreme Court err by counting **CHRISTOPHER COLUMBUS DAY** against Applicants in computing the 14-day deadline for filing a Request for En Banc reconsideration of *Group Life* at the Court of Appeal? and

[2] Given the gravity of *Group Life*, should the Louisiana proceedings be stayed so Movers can present the issues directly to the United States Supreme Court pursuant to the Supremacy Clause of the United States Constitution?

RELIEF REQUESTED BY THE MOTION

The title industry bilks the American consumer out of $49 million a day for a worthless product protected by McCarran-Ferguson[1]. Movers have documented the undisputed facts at multiple SCOTUS dockets. Rather than a remand to Louisiana for an analysis by state court judges who have failed to heed the *Supremacy Clause*, Movers request that this Court enter GVR, take the case up expeditiously and make the inevitable declaration[2]:

TITLE POLICIES ARE NOT "CONTRACTS OF INSURANCE"

Upon such a 28 U.S.C. § 2201 Declaration, the case should be remanded to the United States District Court for the Eastern District of Louisiana with instructions to grant such "...further relief..." as may be appropriate under such conditions as may be determined to be appropriate once the industry is stripped of McCarran-Ferguson protection.

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1 *Inside America's Richest Insurance Racquet,* Scott Woolley, Forbes:
Title insurance firms rake in $18 billion a year for a product that is outdated, largely unneeded–and protected by law.

2 The applicable clause violated every day across America, (save IOWA) reads: **"...and the judges in every state shall be bound thereby, anything in the constitution or laws of any state to the contrary notwithstanding..."** The "...contrary laws notwithstanding..." are the parallel title insurance acts in every state.

CONCLUSION

Obedient to the Rule, Movers have presented their motion *concisely*. The relief sought from Justice ALITO, however, is the least effective: a stay to allow Movers to file a full-fledged writ for extraordinary relief. The time lapse will allow another $36 billion to be fleeced from innocent purchasers of real estate. The IOWA plan is a quick answer.

Without burdening the Full Court with undisputed details, Movers incorporate by reference the following prior overtures:

> Docket 13-510, *In Re: Levy Gardens Partners 2007, LP*;
>
> Docket 13-1560, *Henry Klein v. The American Land Title Association, Fidelity National, American Title, Stewart Title and Old Republic Title*;
>
> Docket 14-929, *Levy Gardens Partners 2007, LP v. Commonwealth Land Title*, Docket 23-518, *In Re: Henry L. Klein, Mandamus Petitioner.*

Notwithstanding denials, the detractors of the industry have waited patiently for the guillotine to fall. It has been 81 years since *United States v. South-Eastern Underwriters,* 232 U.S. 523 (1944) was decided, making the following observation about the realities of life:

> Perhaps no modern commercial enterprise directly affects the so many persons in all walks of life as does the insurance business. **Insurance touches the home, the family and the occupation or the business of almost every person in the United States.**

It has been 49 years since the DC Circuit decided *Proctor v. State Farm Mutual Insurance*, 561 F.2d 262, making a *controlling* observation about the essence of "...the business of insurance, at 267:

> Whatever the exact scope of the statutory term, it is clear where the focus was: it was on the relationship between the insurance company and the policyholder. **Statutes aimed at protecting or regulating this relationship, directly or indirectly, are laws regulating the business of insurance.**

Proctor v. State Farm made it clear that the "...business of in**SURANCE**..." was different from the "...business of in**SURERS**...", the second form seeking (i) to make as much money as possible, (ii) to pay as few claims as possible and (iii) to monopolize the industry.

FALSE HOPE

The most cancerous of all is the practice whereby captive agencies kept over 80% of fees paid by unwitting consumers thinking they were purchasing "...protection..." Nothing in society is more venomous than the sale of "...false hope..." The following undisputed statistics from Demotech, the statistician of the industry, is the lowest of the low:

In 2018, Affiliated Agent Retention was $ 10,496,599,881 = 84.52%

In 2019, Affiliated Agent Retention was $ 10,460,462,313 = 84.32%

In 2020, Affiliated Agent Retention was $ 11,225,827,052 = 84.48%

In 2021, Affiliated Agent Retention was $ 14,128,959,910 = 84.51%

In 2022, Affiliated Agent Retention was $ 19,209,649,564 = 84.34%

In 2023, Affiliated Agent Retention was $ 16,020,852,730 = 83.85%

TIME IS OF THE ESSENCE

This Court has the inherent power to right an unrightable wrong immediately. The title industry makes hundreds of millions, if not billions, by the passage of time. Movers are prepared to argue the case today. Or tomorrow. Or the day after tomorrow.

But it must be soon.

Respectfully submitted,

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