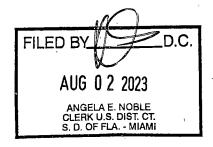
UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

MACK WELLS AND MAURICE SYMONETTE Plaintiffs

CASE NO: 1:23-CV-22640-JEM

Vs



U.S. BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR RASC 2005 AHL3, MERS, RESIDENTIAL FUNDING, JUDGE VALERIE MANNO SHURR, JUDGE JOHN SCHLESINGER JUDGE DE LA O, JUDGE VERONICA DIAZ JUDGE SAMANTHA COHEIN, VIVIANNE DEL RIO, JUDGE SAMANTHA COHEN

APPELLATE JUDGE BROWNWYN C. MILLER APPELLATE JUDGE KEVIN MICHAEL EMAS APPELLATE JUDGE EDWIN SCALES, FEDERAL ('S) EXCEPT FLORIDA POWER AND LIGHT DADE COUNTY CLERK OF THE COURTS, HARVEY RUVIN OF DEPARTMENT OF RECORDS AND DOCKET, COMMISSIONER RENE GARCIA, JUDGE CARLOS LOPEZ ADMIN. JUDGE JENNIFER BAILEY

CAUSES OF ACTION:

1, TURNING FEDERAL QUITE TITLE AGAINST FANNIEMAE FEDERAL 28 U.S. CODE SS 2409a AND FL. STAT. 65.021.

2, CIVIL VIOLATION OF CONSTRUCTIVE FRAUD CONSPIRACY IN VIOLATION OF FEDERAL 923.18 U.S.C. SS 371 AND .18 U.S.C 1314 AND 18U.S.C. 1961 (B) SECTION 201 BRIBING

3rd . JUDGES AND OFFICIALS'S CONFLICTS OF INTEREST IN VIOLATION OF FEDERAL RULE OF CIVIL PROC RULE 60, FLORIDA RULE 2.1 60 (A) (D) (H)(1)(4), FL. CODE JUD. CONDUCT CANON 3E (1) FL STAT. 112.312 (8). IN VIOLATION OF FEDERAL CONSTRUCTIVE FRAUD CODE U18 U.S. CODE SS 1961 (A)

Defendants,

2.

4th QUITE TITLE 2005 FLORIDA
CODE CIV IL PRACTICE AND
PRECEDURE QUIETING TITLE
CHAPTER 65 409 2410 (A) (2), IRS
34.1
1.8.1(08-11-2004) AND34.1.5 (08-11-2004) ANDFL. FTAT. 95.1 I NEWLY
DISCOVERED EVIDENCE. AND
FRAUD FEDERAL RULE 60 (B)(2)(4)
AD FLA. R. OF CIV. PROC. 1540.
STANDING CAN BE QUESTIONED
AT ANY TIME.
OFF ELECTR TF OXYGEN IN

5. KEEPING NOTE ACTIVE FOR FAKE

FORECLOSUE
AFTER NOTE IS SOLD ON THE
MARKET AND DESTROYED! AS
GOVERNED BY THE SEC AND
US DEPT. OF THE TREASURY IN
VIOLATION OF GAAP FASB FAS
140 AND FEDERAL 2 CFR SECTION
200.49.

6.DAMAGES AND DECLARATORY RELIEF PURSUANT TO FANNIE MAE, AND US BANKS, THE OTHER ENTITIES IN VIOLATION OF FEDERAL CODE 18 U.S.C 1964, 18 USC 1961(B) SECTION 201, AS TO BRIBING JUDGES.

7th VIOLATION OF RESPA 12 U.S.C 26505 (E) (1) (B) QUALIFIED WRITTEN REQUEST (QWR) TILA LAWS IN VIOLATION OF THE ILLEGAL CONSUME COLLECTIONIN VIOLATION OF FDCPA, 15 U.S.CSS 1692a(3), 15 U.S.C. SS1692a (5) AND FLA,. STAT. SS559.55 BY NOT HONORING THE (QWR) REQUEST

8th BANKRUPTCY VIOLATION WHATTHE CLERKS DID: INTERFERING WITH FILING BANKRUPTCY 2

3.

9th, DAMAGES AND
DECLARATORY RELIEF
PURSUANT TO FANNIE
MAEUS BANKS AND ALL
OF THE OTHER ENTITIES
DID BRIBE IN VIOLATION
FEDERAL CODE 932.18
U.S.C. SS 371 FRAUD
CONSPIRACY AND 18
U.S.C 1964, 18 U.S.C. 1961
(B) SECTION 201,AS TO
BRIBING JUDGES

10th WRONGFUL FORECLOSURE DUE TO UNSIGNED MORTGAGE NOTE IN VIN VIOLATION OF FL. STAT. 695.

11th VIOLATION OF THE 14TH AMENDMENT AND THE CIVIL RIGHTS ACT OF 1964 THAT PROHIBITS DESCRIMINATION AND DEPREVIATION OF RIGHTS UNDER COLOR OF LAW! TITLE 18U.SC.

VIOLATION
OF THE 1958
FORIGNS
AGENTS
REGISTRATIO
N ACT F.A.R.A
FEDERAL
RESERVE
FOREIGN
BANKING
LAWS AND 12
U.S. CODE SS

632 VIOLATIONS

13TH TURNING OFF ELECTRICAL POWER TO A DISABLED PERSON IN NEED OF OXYGEN IN VIOLATION OF FL. STAT. 366.15 (1) (2) APRIL 22ND 2023 FLORIDAPOWER AND LIGHT

14. THE
CONSPIRING
LAWYERS:
NEVER
BROUGHT IN
NOTE,
ALLONGE,
MORTGAGE OR
ASSIGNMENT
BECAUSE THEY
DON'T HAVE IT,
IN VIOLATION
OF FL. STAT.
702.015

AMended COMPLAINT

QUIET TITLE AND FANNIE MAE QUITE TITLE CONSTRUCTIVE FRAUD WITH NO NF.ED TO PROVE INTENT (AXIOMATIC) AND VIOLATIONS OF FEDERAL AND STATE LAWS AND RULES TO TAKEPROPERTY BECAUSE TUE BANKS PAID OFFICIALS FOR IT AND COMPLAINT FOR FL. RULE 9.130 TO ADD CLAIM FOR PUNITIVE

DAMAGES

PARTIES AND JURISDICTION

Plaintiff Mack Wells whoose Adress is 300 NE 29street Pompano Beach Fl. 33064 Maurice Symonette whose address is 300 NE 29street Pompano Beach Fl. 33064 is now and at all times relevant to this action and a resident of Broward County y and a holder of title to this said property. Whose address is 15020 S. River Dr. Miami Fl. 33167 is now, at and at all times relevant to this action, a

resident of the County of BOWARD and DADE, State of Florida. And a holder of the Title to this purportedly said property. The U.S. TREASURY/IRS whose address is 1500 Pennsylvania Ave., N.W. Washington, D.C. 20220. The UNITED STATES Treasury may have interest in this because the note was sold in RIMIC which by law had to destroy the Note to turn it into a Bond or a stock because the Note cannot exist at the same time as the Bond, because that would be called doubl dipping and because the Note was destroyed

The U.S. Internal Revenue (U.S. Treasury) gave a Tax Wright off from the U.S. Treasury as a loss which gives The U.S. Treasury interest in the property if found to be Fraudulent, so therefore the title must be Quieted concerning The U.S. Treasury. Quite Title is the reason that I am suing the SEC who in REMIC Facilitated the sale of the BOND on the Market which made it possible for the US dept. of Treasury/IRS in this Complaint. SECURITY AND EXCHANGE COMMISSION whose address is 801 Brickell AVE. #1800 Miami Fl. 33131.

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR RSC 2005 AAHL3 whoose address is in China under the CIC (FARA) whose Address is 800Nicollet Mall in Minneapolis, Minnesota, doing business in the County of DADE, State of FLORIDA and is the purported TRUSTEE for Securitized Trust and/or a purported participant in the imperfect

securitization of Note and or the Deed of Trust as more particularly described in this Complaint 5.

HARVEY RUVIN Dade County Clerk of Courts Located at 73 W. Flagler Street Miami, Florida 33130. Dade County Records Department Located at Courthouse East 22 NW 1st Street, 2nd Floor. Defendant, Axiom Financial SERVICES, doing business in the County of Dade, State of FLORIDA Plaintiff is further informed and believes, and thereon alleges, that Axiom Financial SERVICES is the Originator of the loan iling # 142386698E-Filed 01/21/2022 09:30:09 AM Defendant, RESIDENTIAL FUNDING CO. LLC, (herein after known as RFC. LLC"), Plaintiff is informed and believe, and thereon allege that, Defendant is doing business in the County of DADE, State of FLORIDA and is the purported Master Servicer for Securitized Trust and/or a purported participant in the imperfect securitization of the Note and/or the Deed of Trust as more particularly described in this Complaint. Defendant, AXIOM BANK. Plaintiff is informed and believe, and thereon allege that, Defendant is a Corporation, doing business in the County of DADE, State of FLORIDA and is the purported Sponsor for Securitized Trust and/or a purported participant in

the imperfect securitization of the Note and/or the Deed of Trust as more Particularly described in this Complaint.6. Mortgage Electronic Registration Systems, INC., aka MERS ("MERS"), Plaintiff is informed and believe, and thereon allege, that MERS is a corporation duly organized and existing under the laws of DADE, whose last known address is 1818 Library street, suite 300m, Reston, Virgina 20190; website: http://www.mersinc.org. MERS is doing business

in the County of DADE, State of Florida Plaintiff is further informed and believe, and there on allege, that Defendant MERS is the purported Beneficiary under the Deed or Trust and/or is a purported participant in the imperfect securitization of the Note and/or the Deed of Trust, as more particularly described in this Quiet Title Complaint. Commissioner.

Rene Garcia Plaintiff is informed and believe, and thereon allege, that Commissioner Rene Garcia is a Commissioner doing business at 10260 SW 56th St. Miami, Fl. 33165.Appellate Judges Brownwyn C. Miller, Judge Kevin Michael Emas, Judge Edwin Scales. Bailey Plaintiff is informed and believe, and thereon allege, that all these Judges are doing business at the Third District Court of Appeal 2001 SW 117th Ave Miami, Fl. 33175 Circuit Court Judgesi Judge Valerie Manno Shurr, Judge John Schlesinger,

Judge Miguel De La, Judge Veronica Diaz, Judge Samantha Cohen, Judge Vivianne Del Rio, Judge Carlos Lopez, Administrative Judge Jennifer Bailey Plaintiff is informed and believe, and thereon allege, that all these Judges are doing business at 73 WestFlagler St. Court House Miami, Fl.33130

CLAIM FOR RELIEF

CLAIM FOR RELIEF for this Complaint brings this action against, US BANK NA (GMAC), for trying to sell Plaintiffs property At a Foreclosure sale to and seekingto evict us at a hearing Oct. 14 2015 until now to Deprive Plaintiff of his Residence without any lawful claim to the Property and for using RACISM and DISCRIMINATION Plaintiff lives in the State of Florida and the Defendants/Respondents are citizens of Minnesota Minneapolis, 800 Nicollet Mall 55402 - and Florida. So therefore we have a diversity of Jurisdictions which is Federal. Petitioners seek to bring Federal charges of Discrimination, Bankruptcy Violations, judges and public officials Conflict of Interest as to Judges being paid off by the Bank that's against us we have newly found evidence of Fraud in the Case with other Federal charges listed in up above Title to Quite Title as to this Federal Fannie Mae Loan and to Quiet Title to Petitioners Property. And the amount in

controversy exceeds '\$75,000.00, with FARA Violations and Violation of So therefore Federal Courts have Subject matters Jurisdiction over this Case to be Removed to this Federal Court. by US Bank lying to the Police saying we are not allowed in the house and evicted us out of the house without a Court Order, before it was foreclosed on and while we were in Bankruptcy because we are BLACK, and Foreclosing without and Interest in the Note with Fake documents doing Fraud onus the Bank and Federal Government (SEC).

INTRODUCTION JURISDICTION AND VENUE

The transactions and events which the subject matter of this Complaint all occurred within the County of DADE, State of Florida. In the United States. The property is located within the United States of America County of Dade, State of Florida with the address 15020 South River Drive Miami Florida 33167 Plaintiff lives in the State of Florida and the Defendants/Respondents are citizens of Minnesota Minneapolis, 800 Nicollet Mall 55402 - and Florida. So therefore we have adiversity of Jurisdictions which is Federal. Petitioners seek to bring Federal charges of

Discrimination, Bankruptcy Violations, judges and public officials Conflict ofInterest as to Judges being paid off by the Bank that's against us we have newly found evidence of Fraud in the Case with other Federal charges listed in up above Title to Quite Title as to this Federal Fannie Mae Loan and to Quiet Title to Petitioners Property. And the amount in controversy exceeds \$75,000.00. Sotherefore Federal Courts have Subject matters Jurisdiction over this Case to be Removed to this Fedal Court.

JURY TRIAL DEMAND

PLAINTIFF REQUESTS A JURY TRIAL ON ALL ISSUES.

BACKGROUND FACTS

Overall US BANK, all put in documents with incorrect Verifications such as the Assignments that don't have witnesses, no Notary Stamp, no Commission number, no Printed names under the Signature, the wrong Bank on Documents, no Notary,

o Seal, no Preparer dnd they filed the Complaints before the Foreclosure

Complaint date was filed in Violation of Mclean V. JP Morgan which says you can't file a Complaint before you own the Mortgage and Note which can't be fixed ab initio (means you can't start over from the beginning and is void) and they have Mortgages that don't have the same things no stamp, no seal, no Commissionnumber and Allonge signed by a person with the wrong qualifications like an Assistant Secretary this is illegal according to Fl. Stat. 692.01 which says only a President, Vice President, or Executive Officer can sign an Allonge and Fl.

Stat.692.101 (3) (4) says that a Secretary can't sign an Allonge or Assignment all ofthese Illegal Filings are fraudulent, and foreclosing on the No without the Ownership of Note on record at all such which US Bank did in Violation of f1.

Statutes. While th Clerks help hide the documents by Destroying Dockets and allowing unsigned fraudulent and blacked out Signatures onto documents onto the Record. And after these Motions for Recusal from these Money Conflicted of Interest Judges of those who have Recused themselves which Voids and Reverts back to the Original Order of Dismissal with Prejudice

Fl. Rule 2.160 (H) (I) (I) and the Judges who didn't answer the Motion to Recuse by 30 days are considered Recused and all their Motions Void and Reverted back to the Original according to Fl. Rule 2.160 (H) (I) (J) but these Constructive Conspiring Judges All of these actions makes this fraudulent Case void giving the fraudulent Banks no standing. But with the help of the Constructive Conspiring paid off Apellate Judges, CircuitCourt Judges, Bankruptcy Judges, Clerks of the Courts, Police, Without going to Court get an Order, without a Break Order or a Warrant and with Conflict of Interest Commissioners and Code Enforcement Officers Evicted us and took our house illegally these Defendants all side with the Banks because they're paid Court get an Order, without a Break Order or a Warrant and with Conflict of Interest Commissioners and Code Enforcement Officers Evicted us and took our house illegally these Defendants all side with the Banks because they're paid off by the Banks so that no matter how crooked or Illegal they are found to be they hold themselves not guilty, Zech. 11:5. And Just take your Property because the banks are paying them off which is very horrible Conflicts of Interest. Like the 131 Federal Judges who just got found with Conflict of Interest which effected 685 Cases and were punished these judges are being Punished time and the most money they made is one hundred thousand dollars and yet these Circuit Judges like Judge Schlesinger made twenty eight Million dollars from US Bank two years in

a row and Judge Valerie Manno Schurr made Eleven Million dollars while ruling in favor oJUS Bank Judge's Allen Fine, Monica Gordo, John Schlesinger, Vivianne Del Rio and Samantha Cohen and De La O didn't answer our Motion to Recuse themselves within 30 days after it was filed making their Orders Void and all the other JudgesOrders after theirs Void Fl. Rule 2.160 (H) (I). And Judgé Veronica Diaz had a veryhorrible money Conflict, of Interest and she refused to Recuse herself in Violation of Fl. Code of Judicial Conduct, Canon 3E(1) and Fl. Stat. 112,312 (8) Lawyers have been taking turns stealing peoples properties which is Constructive Conspiracy and are creating fraudulent documents these Banks thereof based on oneor more of the grounds mentioned in subsection or if a default is entered against defendants (in which case no evidence need be taken), the court shall enter judgment removing the alleged cloud from the title to the land and forever quietingthe title in Plaintiffs and those claiming under him or her since the commencement of these actions and adjudging plaintiff to have a good fee simple title to said land or the interest thereby cleared of cloud

FACTUAL ALLEGATIONS

on or about JUNE 30, 2005 concerning US Bank National, (hereinafter referred to as "ClosingDates") Plaintiff entered a credit transaction with by obtaining a\$448,000.00 Mortgage loan secured by Plaintiffs principal residence, (Subject Property). This Note has secured by a First Trust Deed on the Property in favor of Axiom Financial SERVICES. In which we were making the all the payments on time then one day while checking on another house in a downtown Courthouse inadvertently we find out that our home at 15020 S. River Dr. is in Foreclosure even though we were making the payments so on June 6th 2007 we did a written request formal protest and dispute of that debt Mysterious threat from an unknown Bank that was Foreclosing on our Property in whom we did not sign our Mortgage or Note with we were never served and was trying to get a hearing with no response until we suddenly find out that they were getting ready to sell our property withouteven allowing us to respond or defend

urselves therefore 9/12/2007 we did an Emergency Motion to cancel the sale so that the Judge can see that we were making the payments and for that Bank (US BANK NA) who is unknown to us weren't able to show us that they owned the Note and we pointed out to the Judge in front of about 50 witnesses Tea Partiers and Republicans that US BANK NA never broughtin the Note, Mortgage, and Assignment and no letter of indebtment and no

proof that we were not making the payments and we pointed out to the Judge that they only have a Lis Pendens on record with no Complaint to be seen and no Mortgage or Note Attached to a Complaint as Required by Fl. Stat. 702.015,(4) and Fl. RuleCiv. P.130 a. when Judge ZABEL realized that there was no Mortgage and no Note put in and that she did a Final Judgement with no ORIGINAL NOTE or MORTGAGE DOCS at all which is a Perjury Felony and in Violation of Florida Stat. 702.015 (4)(5)(C). So the JUDGE PANICKED and Ordered US Bank's Attorneys to bring in the Original Notes and Mortgage and Zabel Cancelled the Foreclosure Sale SCHEDULED FOR 9/12/2007 until they brought in the Original Note and Mortgage. But after the JUDGE (ZABEL) Cancelled the Foreclosure sale set for 9/12/2007 somehow those tricky Lawyers got the Clerk to do the SALE anyway against Judge ZABEL's Order so we had to rush back to the Court to get an Emergency Hearing tO tell Judge ZABEL that the LAWYERS and the Clerk did a SALE anyway against her Order and the Judge was very upset and Ordered the Attorneys For US BANK NA to do a Motion to Cancel the Sale and then the Judgesigned an order to Cancel the Sale from their Motion to Cancel the Sale. And then Judge ZABEL Ordered and

Demanded that they bring in the Original Note and Mortgage because now Judge ZABEL Was now in position to get in trouble fordoing a Final Judgement without Certified Copies of the Note and Mortgage and without the Original Note and Mortgage that is required by Florida Statute, Florida Stat. 702.015 (4), in other words these Clowns were just Illegally going to take our Property but got Caught! 131 Federal Judges have already been caught and went to jail for Conflict of Interest, they failed to Recuse themselves from 685 lawsuits from 2010 to 2018 involving firms in which themselves or relatives held shares in Stocks, these Evil Judges are going down! This Judge ZABEL Ordered the Atty's to go getthe Docs that they said they had, then Judge ZABEL took a Court Recess and during the break from the Courtroom US Bank Lawyers Refused to go back into the Courtroom this upset the Judge but Judge ZABEL gave them time to bring in the Note and the Mortgage but they would not so therefore we put in a Motion to Dismiss with Prejudice we went back and Forth with the Judges and the Banks Attorneys but they would not follow the Judge Sarah I. Zabel's Order to bring in the Note and Order and therefore Judge ZABEL Dismissed the Case with Prejudice, the tenth line of the 2007 Case Called Case Number 2007-12407-CA01 of the Docket. And then Judge ZABEL said that it would show on the Docket in a few days which was 04/07/2007 of that same Docket!!

Judge Valerie Manno Schurr's SIGNATURE and NAME shows up on the DISMISSAL WITH PREJUDICE from Judge ZABEL THE YEAR AFTER SHE BECOMES JUDGE RIGHT BEFORE SHE mysteriously takes over our Case to save U.S. BANK FROM US and save JUDGE ZABEL, THEIR LAWYERS FROM THE WRATH OF THEIR BOSS GMAC (US) WHO HAD ALREADY PAID THEM TO SAVE U.S. BANK FROM US JUDGE VALERIE MANNO SCHURR is who we're just now finding out that THEBANKS PAID HER TO TRICK US INTO BELIEVING THAT WE WERE SAFE FROM US BANK WITH THE DISMISSAL WITH PREJUDICE AND THEN THREE MONTHS LATER JUDGE VALERIE MANNO SCHURR CHANGES IT TO DISMISSAL WITHOUT PREJUDICE IN AN ILLEGAL EXPARTE HEARING WITHOUT US KNOWING SO THAT US BANK COULD COME BACK AND START THE SAME CASE OVER WITHOUT NOTICE TO US! WHY DID GMAC (US BANK) PAPY JUDGE VALERIE MANNO SCHURR TO TAKE OVER OUR CASE WAS BECAUSE JUDGE ZABEL DISMISSED WITH PREJUDICE US BANKS CASE 04/07/2009 AS SEEN ON THE DOCKET CASE NUMBER 2007-12407-CA01 LINE 10, Exh. 1 pg.2. AND FORD MOTOR CO. V.CALLOWAY SAYS A JUDGE CAN'T CHANGE ANOTHER JUDGE'S ORDER SO, JUDGE VALERIE MANNO SCHURR FILED HER DUPLICATE DISMISSAL WITH LIKE JUDGE ZABEL'S

ORDER WAS FILED 04/07/2009, AND JUDGE SCHURR'S DUPLICATE ORDER FILED 04/07/2010 AS SEEN ON THE DOCKET CASE NUMBER 2007-12407-CA01 LINE 10 AND 11, NOT REMEMBER JUDGE VALERIE SCHURR IS A JUDGE WE NEVER MET NEVER SEEN AND NEVER DID A HEARING- IN FRONT OF AND ACCORDING TO THL ADMINSTRATIVE JUDGE, JUDGE BAILEY SAID THAT SHE DID NOT ASSIGN JUDGE VALERIE SCHURR THIS IS A JUDGE THAT SHE DID NOT ASSIGN TO OUR CASE ALL DONE SO THAT SHE COULD IN AN ILLEGAL EXPARTE HEARING IN VIOLATION OF FLORIDA STAT. 702.07 WITH THE PLAINTIFF US BANK CHANGE HER OWN ORDER TO DISMISSAL WITHOUT PREJUDICE, TO HELP GMAC (US BANK). STEAL SO THEY CAN ALL MAKE MONEY OFF OF HELPLESS BLACKS USING BIG BAD JUDGES AND LAWYERS! The proof that JUDGE VALERIE MANNO SCHURR made Money to help them is on her Form 6 FULL AND **PUBLIC** DISCLOSURE OF FINANCIAL **INTEREST SWORN** AFFIDAVIT OATH of 2008 that shows on part C. Liabilities section that she has \$995,000.00 and \$91,498.00 from GMAC which is the Servicer and owner RESIDENTIAL FUNDING CORPORATION in their notice of transfer said they were controlling our payments as Servicer from at least 1/1/2007 on the mortgage Payment Coupon at the bottom of the Transfer Letter, Exh 2. and \$129,000.00 from Wells Fargo which is US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005 AHL3, then in 2009 form 6 it shows GMAC MORTGAGE of 410,000.00 and Credit line with GMAC, and \$128,000 Wachovia which is Wells Fargo which is US BANK, and then she allows an Illegal Ex Parte Hearing with US Bank National Attorneys to change her Order which is really Judge Zabel's Order from DISMISSED WITH PREJUDICE in April 6th, 2010 to change the Dismissed with Prejudice 3 months later in June 27th, 2010, into ISMISSED WITHOUT PREJUDICE in this Ex Parte Hearing. Which is only supposed to be done with only the Defendants that are about to lose their home to the Foreclosure Sale and this lists be done before the sale of the House according to Fl. Statue 107.07, (during the interim GMAC also had a Florida Default Letter as the Servicer) and after that wonderful gift Judgement to US Bank National Association and helping Judge Zabel out of the mesh for doing a Judgement without a Docketed Complaint, Note, Allonge, Mortgage or an Assignment from the Records which was literally Criminal, Thievery of our house. Then suddenly in her 2010 Form 6 Disclosure of Financial Interest, Exh. (3), it shows a \$400,000.00 gift from GMAC and shows \$1,000,000.00 from Wells Fargo which is US Bank. All of this is pay to Play RICO Conspiracy to steal Black People's Houses which they're also doing to White European Gentiles! US BANK'S only

lawful Remedy was to Appeal the Dismissal with Prejudice within 30 days according to Florida Appellate Rule 4 (a)(1)(A).

iiiust be done before the sale of the House according to Fl. Statue 107.07, (during the interim GMAC also had a Florida Default Letter as the Servicer) and after that wonderful gift Judgement to US Bank National Association and helping Judge Zabel out of the mesh for doing a Judgement without a Docketed Complaint, Note, Allonge, Mortgage or an Assignment from the Records which was literally Criminal, Thievery of our house. Then suddenly in her 2010 Form 6 Disclosure of Financial Interest, Exh. (3), it shows a \$400,000.00 gift from GMAC and shows \$1,000,000.00 from Wells Fargo which is US Bank. All of this is pay to Play RICO Conspiracy to steal Black People's Houses which they're also doing to White European Gentiles! US BANK'S only lawful Remedy was to Appeal the Dismissal with Prejudice within 30 days according to Florida Appellate Rule 4 (a)(1)(A). Butnow a case that was Dismissed with Prejudice was given life again by Judge Valerie Manno Schurr a Judge we had never met never seen or ever had a hearing in front of came in and Dismissed the Case with Prejudice exactly one year after Judge Zabel Dismissed it with Prejudice to avoid Calloway Vs. Ford which says another Judge cannot change another Judges Order from the same Circuit Court they must Appeal to a higher

Court but Judge VALERIE MANNO SCHURR did it anyway by having a hearing three months later in an illegal Ex Parte hearing and changing the Dismissal with Prejudice to Dismissal without Prejudice which allowed US BANK to secretly file another Foreclosure Case against the House at 15020 S. River Dr. Miami Florida 33167 and US Bank did file another Case which was a continuance of the same Case from 2007 which is called Case Number 2007-12407-CA01 that was Dismissed with Prejudice and secretly changed to Dismissed without Prejudice and without any notice to us in 2010 called Case number 2010- 6 1928-CA01 this 2010 was also done without the Original Mortgage, Assignment and Docs. Original of the Note, Allonge to the Note, and the second Allonge from Fannie Mae or indemnification info that indemnifies Fannie Mae and there must be the Loan number, Date and the printed name of the Signer as required by Federal Fannie Mae Rules B8-3-04 for Fannie Mae of which none of this is on the copy of the Allonge recorded on the Docket, And JUDGE VALERIE MANNO SCHURR has taken my new Case again to finish what she started. by Ruling in favor of US BANK and GMAC with worst Conflicts of Interest that she's trying to hide so thatshe can Rule in the Bank's favor to illegally Foreclose. Because in her FORM 2019 and 2020 Financial Disclosure Affidavit she has over \$11,192,000.00, plus on line 5 she states that she has a \$400,000.00 Mortgage with City National Bank that is Royal Bank of

Canada, which is Wells Fargo, And Wells Fargo is US Bank JUDGE VALERIE MANNO SCHURR is helping to illegally Foreclose on us. The other conflict is Schurr's \$400,000.00 Mortgage Holder City National Bank that is Royal Bank of Canada which is Morgan Stanly/JP Morgan, which is US BANCORP/US BANK. And All this is CITY NATIONAL BANK, who Merged with Wachovia Bank who admitted they were SLAVE MASTERS OF BLACK PEOPLE, to just take CRIPLE HELPLESS BLACK PEOPLE'S HOMES. I will

1th CAUSE OF ACTION FEDERAL QUITE TITLE AGAINST FANNIE MAE. FEDERAL 28 U.S. CODE SS 2409a AND FL. STAT.65.021

Boss Group Ministries Inc. was the owner of the property 15020 S. River Dr. Miami Fl. This is a Fannie Mae Loan and as indicated on bottom of the Note and Mortgage and Fannie Mae Loans Rules require that there must be loan the Loan number, Date and the printed name of the Signer as required by Federal Fannie Mae Rules B8-3-04 for Fannie Mae of which none of this is on the copy of the any Allonge recorded on the Docket, Exh (19). So this

Case is VOID FEDERAL QUITE TITLE AGAINST FANNIEMAE
FEDERAL 28 U.S. CODE SS 2409a AND FL. STAT. 65.021 QUITE
TITLE

2005 FLORIDA, CODE CIV IL PRACTICE AND PRECEDURE

QUIETING TITLE CHAPTER 65 409 2410 (A) (2), IRS 34.1 1.8.1(0811-2004) AND34.1.5 (08-11-2004) AND FL. FTAT. 95.1 I NEWLY

DISCOVERED EVIDENCE. AND FRAUD FEDERAL RULE 60

(B)(2)(4) AD FLA. R. OF CIV. PROC. 1540. STANDING CAN BE

QUESTIONED AT ANY

TIME. U.S. BANK HAS NO STANDING TO FORECLOSE US EG. NO NOTE OWNERSHIP BECAUSE THE NOTE ASSIGNMENT CALLED ALLONGE TO THE PROMISSORY NOTE IS SIGNED BY ASSISTANT SECRETARY IN VIOLATION OF FLORIDA STATUTE 692.01 WHICH SAYS ONLY A PRESIDENT, VICE PRESIDENT OR A CHIEF EXECUTIVE OFFICER CAN SIGN AN ALLONGE AND FLORIDA STATUTE 692.101 (3) & (4) SAYS NO SCRETARY CAN SIGN AN ALLONGE. BUT THEY HAVE THE NERVE TO HAVE AN ASSISTANT - SECRETARY AS SIGNOR WITHOUT THEIR PRINTED UNDER THEIR UNREADABLE SIGNATURE IN VIOLATION OF FLORIDA STATUTE 695.26 (1)(A). AND WITH NO LOAN

NUMBER, FLORIDA STATUTE OF WHICH ANY ONE OF THESE VIOLATIONS VOIDS THE ALLONGE (ASSIGNMENT), EXH. SO U.S. BANK NEVER GOT THE NOTE OR THE ASSIGNMENT OF MORTGAGE WAS FROM HOMECOMINGS THE ABSOLUTE WRONG BANK!! OUR BANK IS AXIOM FINACIAL SERVICES AND 2 YEARS LATER THEY DID A CORECTIVE ASSIGNMENT IN VIOLATION OF MCCLEAN V. JP MORGAN THAT SAYS BANKS CAN'T DO A FORECLOSURE COMPLAINT BEFORE THEY ARE ASSIGNED THE MORTGAGE AND ALLONGED TO THE NOTE, FLORIDA STATUTE 702.015(4), see: the ALLONGE Exh. 30. BUT WE CAN NEVER GET A CHANCE TO PROVE THESE FACTS Statues 702.01 (AI) (1) which was in a dispute between me and mybrothers who are the owners of the property but signed it over to Boss Group Ministries Inc. Exh.103 Who had since have done a Bonafede (Notarized) Quit Claim Deed to Maurice Symonette Mack Wells and Signed by Maurice Symonettethe President of Boss Group Ministries Inc. See Exh.104. Which means that I Maurice Symonette and Mack Wells has a Claim and a Cause of Action against Fannie Mae and U.S. Bank NA who was noticed of my Claim on the Dade CountyRecords which was

before their publication of Foreclosure which by law would have stopped my Claim but the law says if they are notices up to 30 days after publication of the Foreclosure that the claim is still Good Fl. Statutes sub section 733.702 (1), and 733.2121 (3)(a) and 733.701 and cause of action with and all of this confusion is because U.S. Bank trickery. This is a Quiet Title Complaint Casewhich requires that U.S. Bank show a full chain of title which is Extrinsic Evidence according to 2005 Florida Code Civil Practice and Procedure Quieting Title, Fl. Stat. 65.021 and Federal 28 U.S. Code ss 2409a and Real estate; removing clouds, --Chancery Courts have jurisdiction of actions brought by any person or corporation, whether in actual possession or not, claiming legal or equitable title to land againstany person or Corporation not in actual Possession, who has, appears to have claims an adverse legal or equitable estate, interest, or claim 4herein to determine such estate, interest, or claim and quiet or remove clouds from the title to the land. It is no bar to relief that the title has not been litigated at law or that there is only one litigant to each side of the controversy or that the adverse claim, estate, or interest is Void upon its face, or though not Void upon its face, requires Extrinsic Evidence to establish its validity (Exh.105) and 65.041(3)(4)(3) REAL ESTATE REMOVING CLOUDS; DEFENDANTS. No person not a party to the action is bound by any Judgments rendered adverse to his or her interests,

but any judgment favorable to the person insures to that person's benefit to the extent of his or her legal or equitable title. (Exh. {06}). Layers claim number 4 of their Motion to DISMISS that MAURICE SYMONETTES Quite Title Case is Res Judicata, but in the Transcripts of Proceedings of 12/99/19 under Judge VERONICA DIAZ pg.6 line 24-25, pg.8 line3-11 and pg.9 6-8 the Judge VERONICA DIAZ as did all of the other Judges said Symonette is not a Party to the case and did not allow Symonetteto Participate in the Trials and was even told that I would have to sue the bank rñyself to become a party. Line 07/01, 15 pg.11 line 13-25 Exh.107 and all of pg.12 lines 12-14' Exh.108. U.S. Barila stated that MAURICE SYMONETTE is a non- party Third-Party Claimant, according to Florida Statute 65.041(Exh.106). This in credulous wicked bank from the beginning of even the 2007 Case never FILED orbrought in a copy of the Original Note with the Allonge, the Original Mortgage, or the Assignment of U.S. Bank! We saw Lis Pendens but have never seen the Complaint their 2007-12407-CA01 Complaint of which by Law must have the Certification of the Original Prornissory Note to file a Foreclosure action Fl. Statute 702.015(4) If the Plaintiff is in Possession of the Original promissory note, the Plaintiff must file under penalty of Perjury a certification with the Court, Contemporaneously with the filing of the

complaint for Foreclosure, that the Plaintiff is in possession of the original promissory Note. The certification must set forth the location of the note, the name and title of the individual giving the certification, the name of the person who personally verified such possession, and the time and date on which the possession was verified. Correct copies of the Note and all Allonges to the Note must be Attached to the Certification. The Original Note and the Allonges must be filled with the Court before the entry of any Judgement of foreclosure or Judgement on the Note. (Exh.109) and Fl. Rules 1.115(C) (Exh.110), and the correct copies of the Mortgage, NOTE, ASSIGNMENT AND ALLONGE ALL TOGETHER attached to the Certificate, Bank of America V. Leonard in the 3D A. And if the Promissory Note does not name the Plaintiff as Payee the Note must Then bare a special endorsement or Plaintiff must submit evidence of an Assignment, Ortiz v. PNC RANK 3DCA if you look at the Docket of 2007-12407-CA01 Docket Pg.2 line 1-21, against Fl. Stat. 702.015(4) If the Plaintiff is in Possession of the Original promissory Note, the Plaintiff must file under penalty of perjury a certification with the court, contemporaneously with the fling of the Complaint for foreclosure, that the plaintiff is in Possession of the Original Promissory Note. The certification must set forth the location of the Note, the name and title of the

individual giving the Certification, the name of the person who personally verified such possession, and the time and date on which the possession was verified. Correct copies of the Note and all Allonges to the Note must be Attached to the certification. The Original Note and Allonges must be filed with the Court before the entry of any Judgement of Foreclosure or Judgement on the Note. And Rule 1.115(C). This is why Judge Isabel was so angry with the Attorneys because she was embarrassed that she did the Judgement before any of the requirements of the Fl. Stat. 702.015 were met thereby endangering even her as a Judge. Services now referred to as (AFS) is the Bank the Note was done with and (AFS) sold the Note with the MIN. Account number 100176105062733202 (M at the bottom of each page of the adjustable rate Note Exh. 95, with the Cusip Number 315912873 to Fidelity Strategic Real Return Fund according to the CUSIP search by CUSIPONE EXPERT CUSIP search service as stated by The Expert Witness Affidavit of Fact Wesley Jarvis, Trustee for CUSIPONE Trust Exh.(96). The (AFS) Note was sold by (AFS) 9/7/2005 three months after Leroy Williams signed the (AFS) Note and is with Fidelity Strategic Real Return Fund until this day according to The CUSIPONE Expert Witness Exh. (97) So the (AFS) Note never went to US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005AHL3 now referred to as

(USB). So (USB) cannot Foreclpse on this (AFS) Note nany of the above stated Defend even Fidelity Strategic Real Return Fund cannot Foreclose because (USB) in 2007 did a Publication to Foreclose on the (AFS) Note and Fidelity Strategic Real Return Fund did not Object or Intervene within 30 days of the publication of the Foreclosure of 2007 of Fidelity Strategic Real Return Fund standing to Foreclose according to Fl. Stat.() Exh.(111) or any Interest in the Noteand therefore they have no standing And according to the SEC- FASB GAAP Rules once a Note is sold on the Market it must be burned and Destroyed because a Note cannot exist at the same time that a stock, bond or fund exist because that is Double Dipping using the Fpnd and the Note ILLEGALLY. The PSA cannot be used because in the Edgar Report shows that US Bank NA as Trustee has no Axiom Bank Mortgages in it's pool of Notes, Exh. (207) and in the Cupisone Expert Report referred to me by the Manager of the S.E.C. Down Town Miami on Brickell, this expert said the Axiom loan is not with US Bank NA. According to Fl. Appellate Court BOYD V WELLSFARGO BANK (4thDCA) in Violation of Florida Evidence Code 90.902. Holds PSA Insufficient to Prove Foreclosure Standing in an appeal involving an amicus filed by a national Mortgage lending trade association, the District Court of Appeal of the State of Florida, Fourth District, recently reversed a final Judgement of Foreclosure

in favor of a Mortgage, holding that the Mortgage failed to prove that it had possession of the Promissory note when the Complaint was filed and thus lacked standing to sue because: despite the admission of the Pooling and Servicing Agreement (PSA) into evidence, the evidencewas still insufficient to show that the loan as physically transfered which is what they used to prove their Standing in this Foreclosure Case according to there Own Memorandum of LAW Page 5 line 3, Exh. (208) and there were discrepancies between the copy of the note attached to the Complaint and the original introduced in evidence at trial. During the trial, the Plaintiff Mortgage tried to prove that it Possessed the Note when the Complaint was filed by offering the PSA into evidence over the borrowers' hearsay objection. The trial Judge Schlesinger who had twenty-eight million in U.S. Bank Conflict of Interest money admitted the PSA into evidence as a self-authenticating document pursuant to section 90.902 of the Florida Evidence Code because it had been filed with the Securities and Exchange Commission (SEC). The trial court then entered a final judgment of Foreclosure in the Mortgagee's favor, from which the borrowers appealed. On Appeal the Fourth District explained that just because the PSA was self-authenticating didn't mean it was admissible, citing Charles Ehrhardts Florida Evidence home book: "Even after adocument is Authenticated, it will not be admitted if another exclusionary rule is applicable. For example, when a document is hearsay, it is inadmissible even if it has been properly authenticated." The Court reasoned that while "the PSA purportedly establishes a trust of Pooled Mortgages, [the] particular mortgage [at issue] was not referenced in the documents filed with SEC ... [and] [t]he Bank did not present sufficient evidence through its witness to admit this unsigned document e,

as its business record. While the witness testified that a mortgage loan schedule, which listed the subject mortgage, was part of the Bank's business records, the mortgage loan schedule itself does not purport to show that the actual loan was physically transferred. "Because the Mortgagee's witness did not explain "the workings of the PSA or [loan schedule]," and no other document or other evidenceshowed how the noté was transferred to the mortgage pursuant to the PSA, the evidence was insufficient to prove that the note in question "was within the possession of the Bank as Trustee at the time suit was filed."The mortgagee argued that the trial court' ruling should nevertheless be 'Affirmed under the tipsy coachman doctrine, pursuant to which an appellate court may affirm a trial court's ruling. In other words, a trial court's incorrect reasoning may be corrected on appeal for any reason that appears in the record. However, the Court here noted that

in ordei

standing if the note attached to the Complaint was the same as the Note attached to the complaint was the same as the Note introduced at trial." The Appellate Court rejected the mortgagee's argument because "the Note attached to the Complaint was not in the same condition as the original introduced at trial." law suit by an official Servicer acknowledged by US BANK which by Florida Statue they had only 20 days to answer but they never answered for six months while we're trying to Default them the whole time, yet JUDGE VALERIEMANNO SCHURR with her millions of dollars Conflicts of Interest helped US Bank by not ever Defaulting them no matter what the laws and rules say I really don't stand a chance Jn this fight because the referee (UDGE SCHURR) is being paid by my Opponents to Rule only in their (US BANK'S-GOLIATH'S favor I AM DESTROYED and CRUCIFIED by these wicked Animals who break all the Laws and kill BLACK PEOPLE and hold themselves not GUILTY by these CROOKED EVIL JUDGES like JUDGE VALERIE MANNO SCHURR and I know they are Plotting to KILL me right now, K.J.V. BIBLE=ZECHARIAH 11:5!!

2^{nd t} CAUSE OF ACTION CIVIL VIOLATION OF CONSTRUTIVE FRAUD CONSPIRACY IN VIOLATION OF FEDERAL 923. 18 U.S.C. SS 371 AND. 18 U.S.C. SS

1341 AND 18 U.S.C. 1964, 18 U.S.C. 1961 (B) SECTION 201, AS
TO CONSPIERING BY BRIBING JUDGES TO DO CONFLICTS OF
INTEREST TO TAKE PROPERTY FROM A DISABLED MAN. IN
VIOLATION OF FEDERAL RULE 60

HERE'S HOW THESE JUDGES PLAYED TAG TEAM AND AXIOMATIC CONSTUCIVE FRAUD TO CONSPIRE WITH EACH OTHER TO TAKE OUR HOMES BECAUSE U.S. BANK BRIBED THEM TO RULE AGAINST US. AND ALL FLORIDA STATUES-RULES AND FOR CRAZY OBVIOUS CONFLICTS OF INTEREST because Something strange happened out of nowhere! Judge Valerie Manno Schurr's SIGNATURE and NAME shows up on the DISMISSAL WITH PREJUDICE from Judge ZABEL THE YEAR AFTER SHE BECOMES JUDGE RIGHT BEFORE SHE mysteriously takes over our Case to save U.S. BANK FROM US and save JUDGE ZABEL, THEIR LAWYERS FROM THE WRATH OF THEIR BOSS GMAC (US BANK) WHO HAD ALREADY PAID THEM TOSAVE U.S. BANK FROM US JUDGE VALERIE MANNO SCHURR is who we're just now inding out that THE BANKS PAID HER TO TRICK US INTO BELIEVING THAT

WE WERE SAFE [I will investigate how this Judge accumulated \$11 million dollars on a JUDGE'S SALARY, I demand to see where all that money is from). This is the Bank that served my law suit by an official Servicer acknowledged by US BANK which by Florida Statue they had only 20 days to answer but they never answered for six months while we're trying to Default them the whole time, yet JUDGE VALERIE MANNO SCHURR with her millions of dollars Conflicts of Interest helped US Bank by not ever Defaulting them no matter what the laws and rules say I really don't stand a chance in this fight because the referee (JUDGE SCHURR) is being paid by my Opponents to Rule only in their (US BANK'S-GOLIATH'S favor I AM DESTROYED and CRUCIFIED by these Wicked Animals who break all the Laws and kill BLACK PEOPLE and hold themselves not GUILTY by these CROOKED EVIL JUDGES like JUDGEVALERIE MANNO SCHURR and I know they are Plotting to KILL me right now, K.J.V. BIBLE=ZECHARIAH 11:5!! Had six Judges on this Case Judge VALERIE MANNO SCHURR who dismissed the Case without Prejudice Illegally. Then Judge SCHLESINGER who gave them the right to foreclose even though they didn't have the standing but then told us that we can come back in 10 days to proveit. Then in 10 days we came back in time to give the answer to the Judge giving them the right to Foreclose but Judge SCHLESINGER was no longer the Judge on our Case, it was now

Judge De La O who also had the same Conflict of Interest andthen Judge De La O said he couldn't change the Judge's Order even though he sawthat we had ten days to respond and then he gave us a rehearing and then we came back to ask in front of Judge DE LA O but he was no longer the Judge it was now Judge Veronica Diaz and she said that she could not change Judge De La o's Order. And she gave a date for the foreclosure Sale and she had the same Conflict of Interest then we had the Pandemic which stopped everything now all of these Judges had the same Conflict of Interest and they were running away from me by passing the Case to another Judge so that we could never catch up with Judge SCHLESINGER's 1 { day Ruling and his Fraudulent Case where he gave them the right to Foreclose but us the right to respond an we never got to respond because the Judges kept passing the Case from one Judge to the next and would've been Foreclosed on but the Pandemic stopped all Foreclosures and then I filed a Quiet Title which was ten years after VALERIE MANNO SCHURR had filed a Dismissal without Prejudice to give those Judges the right to keep them passing the Case to each other until they were getting ready to Foreclose on us andthen I showed here that she didn't have the right to do that because \$995,000.00 to change the Judge's Order and then she Recused herself after I showed her that she Recused herself of my 2021 Case" In the meantime the Fake 2010 Case was still going on and in the 2010 Case after

the Pandemic was over another Judge named Samantha Cohen was asked to Recuse herself because she had the same Conflicts of Interest but she ruled in Favor of the Bank then when we were going back to Court to tell her to Dismiss the whole Case because VALERIE MANNO SCHURR Recused herself and we wanted to stop the Foreclosure sale tlien they changed it to another Judge Vivianne Del Rio who had the exact same Conflict of Interest and would not listen to us in Court and she gave them a Foreclosure Sale even though in Court with Judge Rodriguez whose studying the Case to see that VALERIE MANNO SCHURR wasn't even supposed to be our Judge and got \$995,000.000 to change the Dismissal with Prejudice to Dismissal without Prejudice so their trying to Foreclose and sell the house and Evict us before we can show why Judge VALERIE MANNO SCHURR Recused herself. All six of these Judges all have the same Conflicts of Interest and being paid by the Banks to play on their team! Check out these JUDGES WHO WROTE AN OATH AFFIDAVIT TO THE STATE CAPITAL AND ACTUALLY SHOW THAT THESE BANKS PAY THEM WOW!!! In a hearing with Judge Rodriguez U.S. Bank attempted to Dismiss my Quiet Title Case by saying we've been taking a long time and trying to slow down the Case but if you check the 2007 Docket Exh.(4) You'll see that it was U.S. Bank that refused to bring in a Ordered Document by Judge Zabel to show that they own the Note, the Mortgage,

the Allonge and the Assignment and U.S. Bank never would bring it in after a year of waiting we askedfor a Dismissal with Prejudice in 2008 and in 2009 the Judge finally signs a Dismissal with Prejudice because U.S. Bank refused to follow her Order and then U.S. Bank waited a year and in 2010 Judge VALERIE MANNO SCHURR insertsherself in the Case without being appointed or ever meeting the Defendants and sedid a Dismissal with Prejudice also and then 3 months later instead of appealing that which they had 30 days to do they had an Ex Parte Hearing with Judge VALERIE MANNO SCHURR illegally and she changed her Order which intern changed Judge Zabel's Order illegally from Dismissal with Prejudice to Dismissalwithout Prejudice and then 6 months later U.S. Bank found another Case for Foreclosure and U.S. Bank kept not following the Judges Order or Notifying us until finally the Judge Dismissed the Case again for lack of Prosecution because U.S. Bank would not notify. us and threatened to close out the Case then U.S. Bankfinally noticed us and then they set a Hearing for 2017 November, 29th in front of Judge SCHLESINGER all that time was taken because of them and then Judge SCHLESINGER gave them 10 days to answer they did not answer so I did a Motion for Default and then U.S. Bank answered by saying that U.S. Bank neededmore time the Judge gave them

more time without noticing us we didn't know that they did that and we asked for Case to be Dismissed so the Pandemic hit and then when the Pandemic hit its what delayed the Foreclosure and during the interim I dida Quiet Title Suit that Quite Title Suit is now in Court. So it wasn't Torturously a long time because all of us all of the time wasted was by Blank Rome Attorneys for U.S. Bank so we didn't waste the time U.S. Bank did so I need the time for the Judge to rule on the fact that their Allonge is no good, that U.S. Bank's Assignment is no good that U.S. Bank does not have the Note in its record of Notes according to the Edgar search and that according to the Trustee of the Cupisone Cusip numbers the Mortgage has only been sold to Fidelity Strategic Real Return Funds not U.S. Bank and they have until this day 2021 which I was referred to them by the lady that runs the SEC at 801 Brickell Ave. downtown Miami so this is the point were at right now they don't own the Note never have so we need to stop the Sale for them to come prove they own the Note instead of just giving our house away that we were making all the payments on at the time. They all must be Arrested for Criminal Conspiracy to steal Black People's Homes and White Gentile's Homes! Christ is Jews and Gentiles 1Cor.12:12-14 they Are crucifying and 1. Plaintiff, is now, and at all times mentioned in this Co-owner of and in the Possession of all the real property described in paragraph 5 above, said real property to be hereinafter referred to as the Property described in Paragraph 5 above, said real property to be hereinafter referred to as the Property. This is a quiet title etc. case which requires that US Bank show a full chain of title which is extrinsic evidence according to 2005 Florida code civil practice and procedure.

3rd OF ACTION JUDGES AND **OFFICIAL'S** CAUSE CONFLICTS OF INTEREST IN VIOLATION OF FEDERAL RULE OF CIVIL PROC RULE 60, FLORIDA RULE 2.160 (A) (D) (H) (1) (4), FL. CODE JUD. CONDUCT CANON 3E (1) FL. **VIOLATION OF FEDERAL** STAT. 112.312 **(8).** IN CONSTRUCTIVE FRAUD CODE 18 U.S. CODE SS 1961 (A) Pursuant to Florida Stat. 112.131, Florida Rule 2.160 (H) and Federal Rules of Civil Procedure Rule 60, Florida Rule 2.160 (HJ Says A Judge must Vacate orders for

Conflict of Interest, Theodore R. Bundy V. Judge John A. Rudd

FI. Rule 2.160 (D) (1) Fl. Code Jud. Conduct, Canon 3E(1) A

Judge shall disqualify himself where impartiality might

reasonably be q Questioned, Rule (D) (1) grounds to

disqualify is party fears Judge is Biased Fl. Statue 112.312 (8)

Judge can't have a conflict of Interest!

ALL OF THESE JUDGES AND OFFICIALS CONSPIERED TOGETHER
FROM TOP TO BOTTOM TO STEAL OUR HOME ALONG WITH OTHER
NJ.S CASE AND EACH ONE OF THEM HAVE A HORRIFIC MONEY
CONFLICTS OF INTEREST! CHECK OUT THE JUDGES BELOW AND
THE AMOUNTS OF MONEY THEY MADE FROM US BANK

- 1. SARAH I. ZABEL 4/7/09------made 9 Million from US BANK
- 2. VALERIE MANNO SCHURR 1/21/22----made almost 12 Million from US BANK
- 3. JOHN SCHLESINGER 12/19/2017-----made almost 29 Million from US BANK

- 4. SAMANTHA RUIZ COHEN 5/12/2021----made over 2 Million from US BANK
- 5. MIGUEL DE LA O 1/9/2019-----made almost IMillion from US BANK
- 6. VERONICA DIAZ 6/2/2020------made almost '/2 Million from US BANK
- 7. VIVIANNE DEL RIO 5/4/2022-----made almost 2 Million from US BANK
- 8. JUDGE CARLOS LOPEZ-----GOT 2,077,949.00 CASH From U.S.

BANK

- 9. These Judges have made Millions of dollars with U.S. Bank taking Black People and White European's homes illegally for gifts of Money Exo. 23:8, Deut. 16:19. Which says Judges can't take giñs because it blinds the eyes of Judgement!! Here are these Judges examples.
- 1. FIRST WE HAVE JUDGE VALERIE MANNO SCHURR WHO STARTED THIS HORRIBLE DISCRIMINATING CONSPIRACY MESS BECAUSE IN HER FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST AND SHE RECUSED HERSELF 01/21/22 BECAUSE SHE GOT CAUGHT GETTING MILLIONS TO ILLEGALLY TAKE OUR PROPERTY WITH \$ CONFLICT OF INTEREST UP TO \$11 MILLION

BECAUSE IN HER FORM 6 FINANCIAL INTERESTSWORN

AFFIDAVIT OATH

Now something strange happened out of nowhere! Judge Valerie Manno

Schurr's SIGNATURE and NAME shows up on the DISMISSAL WITH PREJUDICE from Judge ZABEL THE YEAR AFTER SHE BECOMES JUDGE RIGHT BEFORE SHE mysteriously takes over our Case to save U.S. BANK FROM US and save JUDGE ZABEL, THEIR LAWYERS FROM THE WRATH OF THEIR BOSS GMAC (US BANK) WHO HAD ALREADY PAID THEM TO SAVE U.S. BANK FROM US JUDGE JALERIE MANNO SCHURR is who we're just now finding out that THE BANKS PAID HER TO TRICK US INTO BELIEVING THAT WE WERE SAFE FROM US BANK WITH THE DISMISSAL WITH PREJUDICE AND THEN THREE MONTHS I.ATER JUDGE VALERIE MANNO SCHURR CHANGES IT TO DISMISSAL WITHOUT PREJUDICE IN AN ILLEGAL EXPARTE HEARING WITHOUT US KNOWING SO THAT US BANK COULD COME BACK AND START THE SAME CASE OVER WITHOUT NOTICE TO US! WHY DID GMAC (US BANK) PAID JUDGE VALERIE MANNO SCHURR TO TAKE OVER OUR CASE WAS BECAUSE JUDGES ZABEL DISMISSED

PREJUDICE US RANKS On 04/07/2009 AS SEEN ON THE DOCKET CASE NUMBER 2007-12407-CA01 LINE 10, Exh.l pg.2. And Ford Motor Co. V.Calloway Says, A Judge Can't Change Another Judge's Order So, Judge Valerie Manno Schurr Filed Her Duplicate Dismissal With Prejudice like Judge Zabel's Order was filed 04/07/2009, Exh.11. And Judge Schurr's Duplicate Order was Filed 04/07/2010 As Seen on the Docket Case Number 2007-12407-Ca01 line 10 and 11, Exh.12. Pg.2. Note Remember Judge Valerie Schurr is a Judge we never met neverseen and never did a hearing in front of and according to the Administrative Judge, Judge Bailey said that she did not Assign Judge Valerie Schurr this is a Judge thatshe did not Assign te our Case all Done so that she could do an Illegal Exparte Hearingin in Violation of Fl. Stat. 702.07 with the Plaintiffs U.S. Bank to change her own DiOrder to Dismissal Without Prejudice, Exh. 13 To Help GMAC (Us Bank). Steal So They Can All Make Money Off Of Helpless Blacks Using Big Bad JUDGES AND LAWYERS! The proof that JUDGE VALERIE MANNO SCHURR

made Money to help them is on her Form 6 FULL AND PUBLIC DISCLOSURECIF FINANCIAL INTEREST SWORN AFFIDAVIT OATH of 2008 that shows on

part C. Liabilities section that she has \$995,000.00 and \$91,498.00 from GMACwhich is the Servicer and owner RESIDENTIAL FUNDING

CORPORATION intheir notice of transfer said they were controlling our payments as Servicer from atleast 1/1/2007 on the Mortgage Payment Coupon at the bottom of the Transfer Letter, Exh.2 and \$129,000.00 from Wells Fargo which is US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005 AHL3, Exh. (14) then in 2009 form 6 it shows GMAC MORTGAGE of \$410,000.00 and Credit line with GMAC, and \$128,000 Exh.(14.1) Wachovia which is Wells Fargo (15) which is US BANK, Exh. (14). and then she allows an Illegal Ex Parte Hearing with US Bank National Attorneys to change her Order which is really Judge Zabel's Order from DISMISSED WITH PREJUDICE in April 6th, 2010 • Exh. (11) to change the Dismissed with Prejudice 3 months later in June 27th, 2010, into DISMISSED WITHOUT PREJUDICE in this Ex Parte Exh.13 Which is only supposed to be done with only the Hearing Defendants that are about to lose their home to the Foreclosure Sale and this must be done before the sale of the House according to Fl. Statue 107.07, (during the interim GMAC also had a Florida Default Letter as the Servicer) and after that wonderful gift Judgement to US Bank National Association and helping Judge Zabel out of the mess for doing a Judgement without a Docketed Complaint, Note, Allonge, Mortgage or an Assignment from the Records which was literally Crimin, Thievery of our house. Then suddenly in her 2010 Form 6 Disclosure of Financial Interest, Exh.18, it shows a

\$400,000.00 gift from GMAC and shows \$1,000,000.00 from Wells Fargo which is US Bank, Exh. (14). All of this is pay to Play RICO Conspiracy to steal Black People's Houses which they'realso doing to White European Gentiles! US BANK'S only lawful Remedy was to Appeal the Dismissal with Prejudice within 30 days according to Florida Appellate Rule 4 (a)(1)(A). But now a case that was Dismissed with Prejudice was given life

again by Judge Valerie Manno Schurr a Judge we had never met never seen or ever

had a hearing in front of came in and Dismissed the Case with Prejudice exactly one year after Judge Zabel Dismissed it with Prejudice to avoid Calloway Vs. Ford which says another Judge cannot change another Judges Order from the same Circuit Court they must Appeal to a higher Court but Judge VALERIE MANNO SCHURR did it anyway by having a hearing three months later in an illegal Ex Parte hearing and changing the Dismissal with Prejudice to Dismissal without Prejudice which allowed US BANK to secretly file another Foreclosure Case against the House at 1.5020 S. River Dr. Miami Florida 33167 and US Bank did file another Case which was a continuance of the same Case from 2007 which is calledCase Number 2007-12407-CA01 that was Dismissed with Prejudice and secretly changed

Case number 2010-61928-CA01 this 2010 was also done without the Original Mortgage, Assignment and Docs. Original of the Note, Allonge to the Note, and the second Allonge from Fannie Mae or indemnification info that indemnifies Fannie Mae and there must be the Loan number, Date and the printed name of the Signer as required by Federal Fannie Mae' Rules B8-3-04 for Fannie Mae of which none of this is on the copy of the Allonge recorded on the Docket, Exh (19). And JUDGE VALERIE MANNO SCHURR has taken my new Case again to finish what she started by Ruling in favor of US BANK and GMAC with worst Conflicts of Interest that she's trying to

hide so that she can Rule in the •Bank's favor to illegally Foreclose. Because in her FORM 6 -2019 and 2020 Financial Disclosure Affidavitshe has over \$11,192,000.00, Exh. (20) plus on line 5 she states that she has a

\$400,000.00 Mortgage with City National Bank that is Royal Bank of Canada Exh.(20.1), which is Wells Fargo, Exh. (21). And Wells Fargo is US Bank Exh.(14) JUDGE VALERIE MANNO SCHURR is helping to illegally Foreclose on us, Exh. (22). The other conflict is Schurr's \$400,000.00 Mortgage Holder City National Bank that is Royal Bank of Canada which is Morgan Stanly/JP Morgan, Exh. (23), which is US BANCORP/US BANK, Exh. (24). and Exh. (25) All this is CITY NATIONAL BANK

Exh.26, who Merged with Wachovia Bank who admitted they were SLAVE MASTERS OF BLACK PEOPLE, Exh. (27) to just take CRIPLE HELPLESS BLACK PEOPLE'S HOMES. I will investigate how this Judge accumulated \$11 million dollars on a JUDGE'S SALARY, I demand to see where all that money is from. This is the Bank that served my law suit by an official Servicer acknowledged by US BANK which by Florida Statue they had only 20 days to answer but they never answered for six months while we're trying to Default them the whole time, yet JUDGE VALERIE MANNO SCHURR with her millions of dollars Conflicts of Interest helped US Bank by not ever Defaulting them no matter what be laws and rules say I really don't stand a chance in this fight because the referee (JUDGE SCHURR) is being paid by my Opponents to Rule only in their (US BANK'S-GOLIATH'S favor I AM DESTROYED and CRUCIFIED by these wicked Animals who break all the Laws and kill BLACK PEOPLE and hold themselves not GUILTY by these

CROOKED EVIL JUDGES

like JUDGE VALERIE MANNO SCHURR and I know they are Plotting to KILLme right now, K.J.V. BIBLE=ZECHARIAH 11:5!!

2. Check out Judgq JOHN SCHLESINGER the Worst Conflict of them all. In this Criminal Conspiracy because in his Final Judgement Order, of Dec. 19th,2017. Judge SCHLESINGER review of the record and Exh.(28). Must be Arrested and Recuse himself to Void all of his Orders for an open obvious Conflict of Interestand the worst of them all because he's doing all his business with US Bank and got

\$28,000,000.00 from IN.S. Bank and their Bankster Partners and helping them and himself make money by Foreclosing and taking (stealing) our and probably others property for U.S. Bank while acting as the Judge on the U.S. Bank's Cases like our property, not on the Case's Merits to make him and U.S. Bank money Illegally. Here's proof. Judge JOHN SCHLESINGER is doing business with US Bank Judge SCHLESINGER and has the worst record of all the money Conflicts of Interest that I have found out about. Because in his 2016 and 2017 (Exh.29 and Exh.30) he got \$28,000,000.00 TWENTYEIGHT MILLION in Assets because of U.S. Bank as seen on page 2 On his Form 6 Full and Public Disclosure of Financial Interest page 2. See line 4. he got with Santander Bank \$750,000 and Santander is SBA, Exh. 30.1. Which is US Bank, Exh. 31 and 32.

On his Form 6 line 5 SCHLESINGER got with First Citizens Bank \$624,000.00And first Citizens Bank is the Royale Bank of Scotland, Exh.33 which is the Royale Bank of Canada, Exh. 34 Which is US Bank. Exh. (35).

On his Form 6. Line 6 He got \$5,236,472.00 from Morgan Stanley Brokerage Account which is J.P. Morgan Bank, Exh. 35.1. Which is U.S. Bancorp Exh. 36. And U.S. Bancorp is U.S. Bank, Exh. 37.

Judge SCHLESINGER on line 7. He Got \$286,148.68 with State of Florida Deferred Compensation, which is Voya and AIG, Exh. 38 and Voya and AIG is

U.S. Bank, Exh.39. On line 8 he got \$523,843.91 w,ith Federal thrift Savings Which is the SBA Exh. 40. Which is U.S. Bank, Exh.(31). And on line 9 he got

\$11,019,286.66 with Evensky and Katz which is the Advisor side of US Bank, Exh. 41 pages 1-3. During the months of our 2017 Trial against US Bank and got over

\$19 Million two years in a row 2016 and 2017 from US Bank, through U.S. Bank and its Bankster Partners. Judge SCHLESINGER all while

presiding over our Case has made millions and millions of Dollars from US Bank. While at the same he Ruled against us in favor U.S. Bank using the wrong Docs. and Info and when we confronted him with the proof that the Mortgage was signed with Axiom Bank not Homecomings that U.S. Bank Conspiring Lawyers • used to illegally get a Foreclosure Judgement. And the Judge promised us that he would have another hearing for U.S. Bank to proove Standing, Exh. 169 and 170. but at the next hearing a new Judge shows up named Judge De La O who also has the same Money Conflict of Interest and saidand ORDERED he that he would not change JudgeSCHLESINGER'S ORDER TO FORECLOSE eventhough Judge SCHLESINGER säid he would give us a hearing to see if U.S. Bank could proove Standing and setup a sale for our Home but after we plead with him to make them prove they owned the NOTE HE said that he would have another hearing for U.S. Bank to proove Standing, Exh. 164 but at the next hearing a new Judge shows up and the same thing happens because Judge Miguel M. De La O is paid by U.S. Bank to.

3. And we have Judge Miguel M. De La O who ruled on our Case in 01/09/2019 Exh 42 and is doing business with CITIBANK as seen in his FORM 6 From Tallahassee FULL AND PUBLIC DISCLOSURE OF

FINANCIAL form 6, he

got on line . \$300,000.00 from CITIBANK Exh.43. And on his 2018 Form 6 page 3.

On line 11 he got DiscGver Savings Account with \$111,432.71 and Discover

Savings Account is CITI BANK is CITY GROUP Exh.44, CITI GROUP

is MORGAN STANLEY Exh.45, and MOkGAN STANLEY is US

BANCORP, Exh.46, and US

BANCORP is US BANK Exh.47. Which is a major Conflict of Interest.

Who he hasruled in favor of Exh.48. That is a Conflict of Interest against

us so he must be Arrested and recuse himself and vacate his Order, Exh.49.

So De La O must be Arrested and overturned or Recuse HIMSELF and

VACATE HIS ORDERS againstus.the next hearing a new Judge shows up

and the same thing happens named Judge Veronica Diaz who also has the

same Money Conflict of Interest and she said and ORDERED that she

would not change Judge SCHLESINGER'S ORDER TO FORECLOSE

eighther eventhough Judge SCHLESINGER said he would give us a hearing

to see if U.S. Bank could proove Standing and set up a sale for our Home

but after we plead with her like we did rhe last Judge before to make them

prove they own the NOTE he said that he would have another hearing for

U.S. Bank to prove Standing, Exh. (.) but at the next hearing a new

Judge shows up and the

same thing happens because Judge Veronica Diaz is paid by U.S. Bank

4. Look at Judge Veronica Diaz who ruled against us 06/02/2020 Exh.50 but says that WELLS FARGO BANK on her form 6 full and public Disclosure of Financial Interest is a Bank she's doing business with, because she's doing business with J.P. Morgan and helping them to make money so that she can make money by Fóreclosing and taking our property while acting as the Judge to take the property and motion on the Merits of the Case but for her and them to make money Illegally.Here's Proof: In her Form 6, from Tallahassee called <u>FULL AND PUBLIC DISCLOSURE</u>

OF FINANCIAL INTEREST Exh.51. Says lines 1

Judge Veronica Diaz is doing Business with Wells Fargo as an Asset of \$174,312.00 And WELLS FARGO BANK IS U.S. BANK, Exh.14 And 46. U.S. Bancorp which is J.P. Morgan. 1. Her ICMA 401K has an Asset of \$180,296.00. And her ICMA 401K is Wells Fargo, Exh.52,53,54,55,56 and 57. Her \$10,500.00 Audi car and her \$4,800.00 Audi Financial Asset is either Audi Fargo or Wachovia, whichis why I am Subpoenaing her record Exh.58,59. And 60. Wachovia is Audi, Exh.61 and Wachovia is Wells Fargo Exh. 62, 63, 64,15 and Wells Fargo is US Bank, US Bank Exh.(14) is U.S. Bancorp which is J.P. Morgan Exh.36 and 7 Her Navient Student loan is Wells Fargo and Wells Fargo is US Bank, Exh.14 and 65. Navient is also JP Morgan, Exh.fi6 and JP Morgan is Morgan Stanley, Exh.67 and 68.

And Morgan Stanley is US Bank, Exh.14 and 69. 1. On 11/19/19

Defendant Judge VERONICA DIAZ issued an order Exh.78

There was and is no hope to win against the MORTGAGE BANKSTERS when these JUDGES are their MONEY MAKING PARTNERS.

5. And we have Judge SAMANTHA RUIZ COHEN who ruled in favor of U.S. Bank in our Case 05/12/2021 also has the same Conflict of Interest, on her 2021 Form 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST with Wells Fargo which is U.S. Bank. On line 3 she got \$162,130.00, line 4. \$32,695.84, line 5 \$896,316.65 Exh.70, all with Wells Fargo and Wachovia owns Wells Fargo which is U.S. BANK, Exh.71 and Exh.62 And on the Form 6 for 2021 she got on line 2. For Voya Retirement \$221,156.57. and Voya Retirement US Bank, Exh.39. And 2021 Form6 on line 6. BMW Financial got \$10;152.00, and BMW Financials is US Bank, Exh.72. And on the Form 6 of 2022. She got with

6. \$137,506.36, line 5. \$153,455.04, line 6. \$54,410.00, line 7. \$6,208.70, line \$874,506.74 Exh.73, All with Wells Fargo and Wachovia owns WELL FARGO which is U.S. BANK, Exh.14. And on her 2022 Form 6 she got Voya Retirement line

Wells Fargo on line 4.

8. \$251,663.08. and Vqya Retirement is US Bank, Exh.39. And on her 2022 Form 6on line 13 she got with BMW Financial \$4,512.00 and BMW The Financial is US Bank, Exh.72. All adding up to \$2,804,727.01: Judge Samantha Ruiz Cohen is Doing Business with U.S. BANK, US BANCORP, WACHOVIA,

WELLS FARGO, VOYA FINANCIAL AND BMW FINANCIAL WHICH IS ALL U.S. Bank which means U.S. Bank is Samantha Cohens whole way of making money other than her Judge's Salary this is Why she has ruled in favor of US BANK Pursuant to Florida Stat. 112.131, Florida Rule 2.160 (H) and Federal Rules of Civil Procedure Rule 60, Plaintiff MAURICE SYMONE FTE hereby files this Motion for Relief & Recusal and supporting Memdrandum regarding the 05/12/2021 Samantha Ruiz Cohen review of the record and Final Judgement Order, Exh.74.

- 7. Next, we have Judge Vivianne Del Rio because she just did the last Order to do a Foreclosure sale on our property 06/21/2022. But must be arrested for an open obvious
- 8. Conflict of Interest to do Home Title Fraud. Because she's doing business with US Bank who's doing all the fraud to steal Homes and helping them to make money sothat she can

- 9. make money by foreclosing and taking (stealing) our property while acting as the Judge on the Case on our Property, not on the Case's Merits but for to make
- 10. her andthem money Illegally. Here's Proof:In her Form 6 Affidavit Oath from Tallahassee called FULL ANDPUBLIC DISCLOSURE OF FINANCIAL INTERST says

- 1. Form 6 for 2019 on line 2., 0. She got \$750,215.00 with FRS which is Financed Bythe SBA. Exh. 75. Which is U.S. Bank, Exh. 76.
- Exh. (77). On line 3 she got \$15,403.00 and on line 4 she got \$5,691. Doing business With AISI, which is J.P. Morgan, Exh. 78, 79, 80, 81, 82, 83,84, JP Morgan which Is U.S. Bancorp, Exh. 46,24. And U.S. Bancorp is U.S. Bank Exh. 14 and 85.
- 3. Exh. (86). And on line 4 she has \$44,000 with E-Trade which is Morgan Stanley, Exh.87 and Morgan Stanley is J.P. Morgan, Exh.67 and 68, Which is NJ.S. Bancorp, (Exh.46,24). And U.S. Bancorp is U.S. Bank Exh.14 and 85. Which means U.S. Bank is JUDGE VIJIANNE DEL RIO according to her Form 6 Signed by her Affidavit of Financial

interests whole way of wealth making money and who partners with her in almost all assets she owns other than her Judges salary is U.S. Bank. This is why she has ruled in favor of U.S. BANK to give a date to sale our house 06/21/2022, Exh. 88. Against the Rule of Law nd without allowing us to talk and present our Motion to Rescue and Revert back to Original Order in the Zoom hearing 05/04/2022, see Exh. 89. (Video of

4. Hearing gods2.com Video#1), and we know she heard us trying to speak because the Transcriber of the Transcript could hear us and could hear her and the Transcriber wrote in the Transcript what we were saying as the Judge and

U.S. Bank's Lawyer heted like they couldn't hear us, but the Transcriber was in a different location from the Judge and from us in the Zoom Hearing and he could hear the Judge and us and U.S. Bank's Attorneys. And the Judge could even hear the Transcriber that means the Judge could hear us. So the Judge deliberately ignored us to give the Sale Date as if we missed the hearing until we screamed outloud to listen to our XJotion to Dismiss and Reconsider and revert this Case back tothe Original Dismissal with Prejudice that was on the Docket, Exh.113 and 114. before U.S. Bank's Motion to Reset the Sale of our Property. See Exh. 8. But instead of listening to our Motion on the Record which was done because The

Judge didn't want it heard on the record because it exposed them for quickly trying to take us out by Armed Eviction Sheriffs even though they're acting illegally. That's why Judge Vivianne Del Rio quickly referred us to her Assistant and would not hear our Motion. See Exh. 9. (Video on Gods2.com #2 Video — of her assistant talking to us), which is all done for U.S. Bank. Who she has ruled in favor of. This is a Horrible Conflict of Interest. then this Judge in the Transcript dated 11/19/23 that she would Give us a hearing date on U.S. Bank to prove their Standing to Foreclose us before the sale date, Exh. 171 page 5-7. But she gave us a hearing date afler the sale ated to force us to have te file Bankruptcy then to illegally be put out of

Bankruptcy Court from another Conflicted Judge to get put in a position for their other Coconspirators which is the County lead by Commissioner Renae Garcia with the full force of the Police and the Code Enforcement Officers to take the house by force because the house would no longer be in our name to give the property to U.S. Bank and Developers who want the Waterfront property for Condos to finish this Gentrifying Constructive Fraud Conspiracy While simultaneously getting another Sale Date from another Conflicted Judge

named Judge Carlos Lopez appointed by two Conflicted people, THE

Clerk and the administrative Judge Jennifer Baily, Exh. 176. The Judge CARLOS LOPEZ appointed has one of the Worst Conflicts of all

JUDGE CARLOS LOPEZ-----GOT 2,077,949.00 CASH From U.S. BANK JUDGE CARLOS LOPEZ------ALSO GOT 650,000.00 FROM U.S. BANK

JUDGE CARLOS LOPEZ the Clerk of Courts took page 2 out of my Motion to Recuse which

prompted you to conclude that it was legally insufficient. But this is impossible

because you got \$2,077,949 cash and CD from Iberia Bank which is US Bank. So in your Financial Interests & Property Disclosuress and taking (stealing) our property while acting as the Judge on the Incapacitated and couldn't hear or talk he wanted a day or two to get a Lawyer to represent him now because henormally goes PRO SE. but this is so horribly Racist that to steal our property he gave a sale date very quickly as if we were wasting the time when a Docket from 2007 until now shows that they were the ones wasting time, Z13 and Z14 of the 2007-12407-CA01 to avoid showing that they don't have a legal Allonge they have never in the full 16 years of

this Case brought in proof that they own the Notp legally and even Judge Rodriguez says this Case has legs and would'nt allow them to dismiss my Case for Quiet title see Docket 2021-10826-CA01. Oh but I'm coming after you on T.V., Radio and News Paper you will be destroyed to keep you from just stealing from us and stop us from defending ourselves as seen on the Transcript and on the Video with that JUDGE CARLOS LOPEZ telling us that he was going to give us a Hearing date before the Foreclosure Sale to just give our house away to these evil Cannibal Werewolf Attorneys I am ELAM the last Judge Vivian Del Rio after seeing our motion to Recuse Herself for Money Conflicts of Interests first said she would give us a hearing to Dismiss US Bank's Fake Foreclosure before the Sale Date would be placed on our home"see Transcript page 5-7, EN. Z6. And then she Recused herself, Exh.S. and closed the Case a day later after seeing that Judge Valerie Manno Schurr the judge who started this whole fake Case also Recused herself for money Conflicts of Interest. Exh. R. and now another Conflict of interest Judge Carlos Lopez is being used by these Low Life Thieving Lawyers to have the Nerve to just outright illegally take our Home that wewere not late on payments on, they don't have a Legal Allonge on and they got the wrong Bank's Assignment to the Mortgage this is unbelievable! You Stinking

Lying Lawyers are all going to Jail I Promiss you that! Clerk of Courts Harvey Ruvin is also helping the Steal of Property In his Form 6, from Tallahassee called FULL AND PUBLIC DISCLOSURE OF FINANCIAL, form 6 for 2010 it Says on line 7 from the bottom that he got \$315,000.00 with Wells Fargo Bank, Exh. H1. Which is US Bank Exh. H2. And on administrative Judge Bailey's Form 6, from Tallahasee called FULL AND PUBLIC DISCLOSURE OF FINANACIAL, form 6 for 2018 it says on line 8 from the bottom she got \$222,000 also from Wells Fargo Exh.H3 which is US Bank Exh.H2 Who has ruled in favor of US BANK. This is a Horrible Conflict of Interest against us and there's more. The case was closed and reopened after Judge Vivianne Del Rio's Recusal see Exh. H4 and pgs.1 and 2 and Exh.5 so Judge Vivianne Del Rio's Orders are all Void according to FI., Rule 2.160 (H)-(J). I have found that our case was directed to other Judges in this sess Pool from the Conflicted of Interest Clerk of the Courts HARVEY RUVIN EXH.(H1) and Administrative Judge Bailey Exh.(H3) AND WE DO NOT WANT TO ADD JUDGE CARLOS LOPEZ TO THIS LIST OF EIGHT JUDGES WHO ARE BEING SUED FOR CONFLICT OF INTEREST EXH.Z8 AND REPORTED TO THE JQC TO BE REMOVED AS THE JUDGE SO THEREFORE WE ASKED JUDGE CARLOS LOPEZ TO RECUSE HIMSELF BECAUSE THE SAME ADMINSTRATIVE JUDGE AND CLERK OF THE COURT WHO ARE BOTH CONFLICTED

AND HAVE APPOINTED JUDGE CARLOS LOPEZ KNOWING THAT HE HAS A \$2MILLION CONFLICT OF INTEREST THIS SHOWS RICO RACKETEERING This Criminal Conspiracy Case all started with the horrible Judge VALERIE MANNO SCHURR by illegally inserting herself in this Case Here is The Proof that Judge VALERIE MANNO SCHURR started this and made MONEY to help them steal our property. Rule 1.540 (b) says (2) Newly discovered Evidence (3) Fraud and Misconduct (4) Judgement Order is void; (5) Take the case back to the Prior Judgement (Judge Zabel's last Judgement of Dismissal with Prejudice decree, order, of proceeding for the following reasons (2) Newly discovered evidence (we discovered her Form 6 Full and Public Disclosure of Financial Interest and the Partnerships and ownerships of the Banks involved to work the Conspiracy by giving Judge VALERIE MANNO SCHURR gifts of Monies to take the property from Homeowners which by due diligence could nothave been discovered in time to move for a new trial of rehearing; because we just got therecords from the State. (3) This shows Misconduct and Fraud by showing that in 2008 onthe Docket Mack Wells finally put in a Motion to Dismiss with Prejudice because Lawyers wouldn't follow the Judges Orders to bring in the Note Exh. (106) we also saiv that Judge Zabel did a Dismissal with Prejudice in 2008 and three witnesses with Affidavits have sworn to have seen this and it was on the record with Judge Zabel's signature that typed up saying the Case is Dismissed with Prejudice 04/07 009 as indicated on the Docket of Mhich I now have the RedStamp

Certified Copy of the Docket see Exh. (115) line number (10) and we now found Fraud and Misconduct using Horrible Conflict of Interest in violation of F1.Rules 2.160 That in 2008 Judge VALERIE MANNO SCHURR received Millionsof dollars to change a Judgement Order so therefore all of her Judgement Orders are Void because in 2010 on the Docket Judge VALERIE MANNO SCHURR whom we have never met did a Prior Judgement over again in the same year three monthslater did a Dismissal without Prejudice with our Document that we prepared for Judge ZABEL to sign and we watched her sign that Order of Dismissal with Prejudice, Exh. 116 And Exh. 117 Affidavits. By erasing Judge ZABEL'S signature and signing her own (VALERIE MANNO SCHURR) signature in place of Judge ZABEL's signature which is why the Clerk who's all in on the Conspiracy destroyed the Docket so as to hide the fact that there are two Judges Order's For Dismissal with the same fonts Prepared by Mack Wells with Judge VALERIE MANNO SCHURR's signed Judgement being last, to supersede Judge Zabel's Dismissal with Prejudice so that she could Dismiss it without Prejudice three months later which would get rid of Judge ZABLE's Order of Dismissal of the Case with Prejudice Exh. (118) as seen on the Docket line (11) this was done because Law says that no Judge of the same Circuit Court can change the Order of the Judge in the same Circuit Court (Ford Motor Co. V, Calloway). So she made her own Order that did not Change Judge Zabel's Order exactly one year after Judge Zabel's same Dismissal with Prejudice hoping we would

not check this, so that shecan then therefore change only her Order of Dismissal with Prejudice to Dismissalwithout Prejudice in an illegal Ex Parte Hearing so that she wouldn't appear to be Criminal. This was done to save Judge ZABEL, the Lawyers and U.S. Bank/GMAC BANK from being caught in the Conspiracy to steal the property concerning JudgeZabel doing a Judgement against Homeowners without an actual Complaint or Certified Copies of the Note, Allonge, Mortgage and Assignment or as Florida Statues states: No Judgments can be rendered until after the Original Note, Allonge, Mortgage and Assignment and all other Docs on the record yet they did that whilethe Homeowners where making payments to Axiom Bank on time, Exh. 119. This is a Felony and a Conspiracy. Rule (1.540(b) that says that if The Judge Recused herself any Judgements or Orders that they put in are void? This was a Conspiracy to steal the Property and get out of trouble from Federal S.E.C Fraud and crimes against the Court and the property owner to hide the MERS Fraud of lying about selling Notes on the Market as proven by the Cusipone Expert's Affidavit showingthat U.S. Bank National Association As Trustee never •had any ownership of the Leroy Williams Mortgage because Axiom Bank sold the Note to Fidelity StrategicFund which is on the Market until today, Exh. (120) and when you do the SEC

Edgar search under US Bank National Association as Trustee there is no Axiom Note in their Pool of Notes Exh. (121). All OF JUDGE VALERIE MANNO SHURR'S DISMISSALS ARE VOID AND MUST REVERT

TO THE ORIGINAL DISMISSAL WITH PREJUDICE AND SHE MUST BE ARRESTED.

JUDGE VALERIE MANNO SCHURR admits to these crimes by Recusing herself from MAURICE SYMONETTE's Case who asked her to Recuse for Crimes of misconduct, Exh. 12a And Conflicts of Interest see Exh. (123). According to Rule

1.540 (b) (c) (d) (e) That the Judgement, or Order has a prior Judgement of Dismissal with Prejudice on the Docket of Case Number 07-12407-CA01 line (10 and 11) and that Judgement of Dismissal with Prejudice must be returned to Dismissal with Prejudice and void and or strike the 2007-12407-CA01 and 2010- 61928-CA01 Case because Judge VALERIE MANNO SCHURR Recused herself because I brought this to her attention that she did this Crime and Scheme. This title must be cleared and also because she did not default them when it took them 6 months to answer my Lawsuit that must be Defaulted but wasn't Defaulted because Judge VALERIE MANNO SCHURR helped them because as stated in her form 6 Affidavit of FINANCIAL INTERESTS, Line 6. City National Bank gave her

\$400,000 which is business partners with U.S. Bank, GMAC, Royal Bank of Canada, which is Wachovia and Wells Fargo, which is U.S. Bank are all Business Partners and one big happy Family this is a Horrible

Conspiracy and Conflict of Interest to steal Property from helpless Black People with this Racism and Discrimination in the utmost.

On 15020 S. River Dr. Miami Fl. 33167

1. All the Judges on this Case were being Paid and were benefitting from the Foreclosing Bank this is very Serious CONFLICTS OJ INTEREST. We never stood a chance from the The top down the deck was stacked against here's proof of each of the four Judge's CONFLICTS OF INTEREST even the Administrative Judge JENNIFER BAILEY who when Judge Thomas Williams Recused himself from this Case sighting CONFLICTS OF INTEREST this Administrative Judge who also has the same CONFLICTS OF INTERST and helping them to make money so that she can make money by Foreclosing and taking (stealing) our property while acting as the Judge on the Case on our property, not on Case's Merits but to make her and them money Illegally.

APPELLATE JUDGES THAT HAVE CONFLICTS OF INTEREST WITH WHO DISMISSED OUR APPEALS TO THE 3RD DCA BECAUSE THEY WERE ALL PAID BY CONFLICT-OF-

INTEREST U.S. BANK BRIBES

A. BROWNWYN C. MILLER----- Made \$95,000 from US

BANK

B. KEVIN MICHAEL EMAS-------Made \$225,310 from US BANK

C. EDWIN SCALES-------Made \$22,543 from US BANK

1. **APPELLATE JUDGE** BROWNWYN **MILLER**, says that Wells Fargo on his

2012 Form 6 full and public Disclosure of Financial of Interest is a Bank doing Business with US Bank because he's doing business with US Bank and helping them make money so that hecan make money by Foreclosing and taking our property while acting as the Judge to take the property not on his Merits but for to make him and them money Illegally. Here's proof, Judge Brownwyn C. Miller is doing business with Wells Fargo Bank as seen on his Form 6 page 1 line 4 he got \$95,000.00 from Tallahassee called Full And Public Disclosure of Financial form 6 Exh. 10.2, Wells Fargo is U.S. Bank. That is a Conflict of Interest against us and there's more, Exh.10.3. 1 have found that our case was directed to him in this Pool, So he must recuse himself and vacate his Order, Exh. 10.4 so Brownwyn Miller was suppose to

Recuse HIS SELF and VACATE ORDERS against us, Exh.10.5. ON 15020 S. R. DR.

MIAMI 33167 AND 1 Exh. A.

2. **APPELLATE JUDGE KEVIN MICHAEL** EMAS--Made \$225,310 from

U.S. BANK

JUDGE KEVIN MICHAEL EMAS, says that Wells Fargo on his 2012 Form 6 Full and public Disclosure of Financial Of Interest is a Bank doing Business with US Bancorp because he's doing business with US Bancorp and helping them makemoney so that he can make money by Foreclosing and taking our property while

as the Judge to take the property not on his Merits but for to make him and them money Illegally. Here's proof, Judge Kevin Michael Emas is doing businesswith Wells Fargo as seen on his Form 6 page 1 line 4 from Tallahassee called Full And Public Disclosure Of Financial form 6 Exh. 4.5, Wells Fargo is US Bancorp Exh. 4.6. And US Bancorp is US Bank Exh. 4.7 That is a Conflict of Interest against us and there's more, Exh. 4.8. I have found that our case was directed to him in this Pool, you was suppose to recuse himself and Vacate his Order, Exh. 4.9 so

Kevin Michael Emas you must Recuse YOUR SELF and VACATE YOUR ORDERS against us, Exh. 5.

3. APPELLATE JUDGE EDWIN SCALES------Made \$22,543 from US BANK

JUDGE EDWIN SCALES, says that Chase Bank on his 2012 Form 6 Full and public Disclosure of Financial Of Interest is a Bank doing Business with US Bancorp because he's doing business with US Bancorp and helping them make money so that he can make money by Foreclosing and taking our property whileacting as the Judge to take the property not on his Merits but for to make him andthem money Illegally. Here's proof, Judge Edwin Scales is doing business

with Chase Bank as seen on his Form 6 page 1 line 4 from Tallahassee called FullAnd Public Disclosure Of Financial form 6 Exh. A, Chase Bank is US Bancorp

Exh. B. And US Bancorp is US Bank Exh. C That is a Conflict of Interest against us and there's more, Exh. J. I have found that our case was directed to him in this Pool, So he must recuse himself and vacate his Order, Exhibit B so Edwin Scales you must Recuse HIS SELF and VACATE HIS ORDERS against us, Exh. F. Orderof Dismissal on JAN. 23, 2023

HEAD OF THE DADE COUNTY 11TH CIRCUIT MIAMI DADE
COUNTY CLERK OF COURTS KEPT APPONTING JUDGES
WHO WERE BEING BRIBED (PAID) BY U.S. BANK BECAUSE
THE HEAD CLERK WAS BEING PAID BY U.S. BANK TO BE A
PART OF THE CONSTRUCTIVE FRAUD CONSPIACY PLOT!!
HARVEY RUVIN Head of Miami Dade County Clerk of Courts,
Records and Dockets also has a Conflict of Interest on his 2011 Form 6
From Wells Fargo. in the Amount of \$315,000.00, which is US Bank,
Exh. 124.

ADMINISTRATI, VE JUDGE JENNIFER

BAILEY OF THEMIAMI DADE COUNTY 1

KEPT COSIGNING THE CLERK'S APPOINTMENTS OF CONFLICTED JUDGES KEPT WHO WERE BEING BRIBED (PAID) BY U.S. BANK BECAUSE THE HEAD CLERK WAS BEING PAID BY U.S. BANK TO AS A PART OF **FRAUD CONSPIACY** CONSTRUCTIVE PLOT!! ADMINISTRATIVE JUDGE BAILEY In 6.from her Form Tallahassee called FULL AND PUBLIC **DISCLOSURE OF** FINANACIAL, form 6 for 2018 it says on line 8 from lhe bottom, Exh.

151. she got \$222,000 also from Wells Fargo which is US Bank Esh. 14. Who has ruled in favor of US BANK. This is a Horrible Conflict of Interest against us and there's more. I have found that our case was directed to other Judges in this Sess Pool all with the same Conflict of interests. She cosigned the Clerk of the COURTS appointing of Judges who were Paid off by U.S. Bank to rule in U.S. Bank's favor. And after the got caught in \$ Conflicts of Interest and RECUSED off the Case thereby losing the Case! U.S. Bank's Paid off Commissioners take over passing Laws to just take our property by force by Fake Laws

MIAMI DADE COUNTY COMMISSIONERS WITH THE SAME CONFLICTS OF INTEREST WITH U.S. BANK. PAID TO PASS LEGISLATION TO HELP. U.S. BANK

After judges fail to steal homes for banks, banks have paid some Commissioners like Commissioner Rene Garcia to help them. Commissioner Rene Garcia Sponsored Racist Legislation called Building and Unsafe Structure Legislation #220166" Discriminately to help the Bankster's Steal ' Black People's Home like me. And like the Discriminating Racist he is they only used that legislation on Black (me)!

COMMISSIONER GARCIA'S 2021 Form 6 Affidavits Oath from
Tallahassee Called FULL AND PUBLIC DISCLOSURE OF
FINANCIAL

INTEREST it shows on line 5. That Garcia got \$23,000.00 from Navient Bank which is JP Morgan Chase Bar, Exh.66 and 122. JP Morgan is Black Rock, Exh. 153. And Black Rock is U.S. Bank 152.

And JP Morgan is U.S. Bancorp, Exh.24,

And U.S. Bancorp is U.S. Bank, Exh.14 and 47. Commissioner Garcia 's 2021

Form 6 Affidavits Oath from Tallahasee called FULL ANH PUBLIC

DISCLOSURE OF FINANCIAL INTEREST it sho•xs on line 6 that Garcia got \$1

18,000.00 from First Bank which is U.S. Bancorp, Exh. 123 and U.S. Bancorp us U.S. Bank,Exh. 14. All these CONFLICTS OF INTEREST and all the money he's making is from the same GMAC-U.S. Bank who tried to Foreclose on us under Mack Wells, Exh. 124, 125 and 126. But failed and after failing to Foreclose U.S. Bank's

Conspirator Money Partner Commissioner Rene Garcia. Sponsored a new Legislation called "building and unsafe structure Legislation #220166" To use Code Compliance

Officers and Police Officers to illegally search and SEIZE the Whole

Property without a Warrant x>r a Brake Order or the Legislative Item File Number 220166 for Unsafe Structures Required Recertification Notice to Owner for Inspection the Code Compliance Officers and then after illegally Search and SEIZING the Whole Property the Police gave a Fake Warrantthat shows no time that the Warrant was issued, no Judge's name, no

Number, no Doc Stamp, no Certified Stamp and on that Fake Warrant it never Mentioned that Code Compliance could Search and or Seize they just came in the House and Property and announced they have Seized our House fpr Unsafe Structure. COMMISSIONER REBECA SOSA one of the head Sponsors of the unsafe structure legislation Constructive fraud Conspiracy with Commissioner Rene Garcia has a Conflict of Interest on lines 4 and 5 of page 3 of her 2021 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST from InterAmerican bank which is Citi Bank \$2,695.74 on line 4 and \$1,510.11 on line 5. City Bank is City group which is Morgan Stanley. Who is U.S. Bank Javier D Souto has a Conflict of Interest on line 7 of his 2020 FULL AND PUBLIC DISCLOSURE OFFINANCIAL INTEREST \$20,000 from Ford which is General Motors which is Deutsche Bank NOW I'M REPORTING JUDGE

SCHURR ALL THESE JUDGES AND ALL THESES OFFICIALS TO GOVERNOP. DE SANTIS, THE JQC, THE BAR, THE US DOJ, THE FBI, THE FLORIDA STATE ATTORNEY, THE BBC MEDIA AND THE NEW YORK TIMES WHO FOUND THAT 131 FEDERAL JUDGES CAUGHT R IDLING ON CASE WHILE HAVING MONEY CONFLICTS OF INTEREST. BECAUSE THEY AS RACISTS ARE STILL ENFORCING THE SOUTH'S BLACK CODE LAW WHICH SAYS BLACK PEOPLE CAN'T OWN

4th CAUSE OF ACTION: QUITE TITLE 2005 FLORIDA CODE
CIVIL PRACTICE AND PRECEDURF. QUIETING TITLE
CHAPTER 65.041, IRS 34.1.1.8.1 (05-11-2004) AND 34.1.5 (0811-

2004) AN D FLA. STATUE 95.11 NEWLY DISCOVERED

EVIDENCE AND FRA UD. FEDERAL RULE 60 (B) (2) (4) AND <u>FL.</u>

<u>R. OF CIV. PROD. 1540.</u> STANDING CAN BE QUESTIONED

AT

ANYTIME FEDERAL RULE 3.1

The property which is the subject matter of this action is situated in the County of Dade, State of Florida, and described as follows: 15020 South River Dr. Miami Fl.33167 that Mack Wells and Maurice Symonette owns Exhibit 104. According to the Quit Claim Deed before the first Lis Pendens was filed without a Complaint being filed (See Docket cased 2007-12407-CA01 first second and third line) which means that eventhough the Bonafede Notarized Quit Claim Deed w'as not Recorded which is not required according to Florlda Statute G95.01 (2) that Quit Claim Deed was before the fake Lis Pendens done Illegally without a Complaint. And the Second RecordedQuit Claim Deed dated Jan. 18" 2013 to Bo.ss L*roup Ministries Inc. Exh.104. Which was Quit Claimed Deeded .Ian. 26th 2013 to MAURICE SYMONETTE which was before the second Amended Complaint from U.S. Bank was Filed and approved by Judge SCHLESINGFR see Docket 2t)10-61928-CA001/13/2015 which by then they knew that the record showed that Boss Group Ministries Inc. was the owner of the property 15020 S. River Dr. Miami Florida Statues 702.01 (AI) (1) which was in a dispute between me and my brothers whothe owners of the property but signed it over to Boss Group Ministries Inc.Exh.103. Who

had since have done a Bonafede (Notarized) Quit Claim Deed to Maurice Symonette Signed by Maurice Symonette the President of Boss Group Ministries Inc. See Exh.103. Which means that I Maurice Symonette has a Claim and a Cause of Action. against U.S. Bank NA who was noticed of my Claim on the Dade County Records which was before their publication of Foreclosure which by law would have

stopped my Claim but the law says if they are notices up to 30 days after publication of the Foreclosure that the claim is still Good and I Maurice Symonette later Quit Claimed Mack Wells on to the property with Me, This is a Fannie Mae Loan and as indicated on bottom of the Note and Mortgage and Fannie Mae Loans Rules require that there must be loan the Loan number, Date and the printed name of the Signer as required by Federal Fannie Mae Rules B8-3-04 for Fannie Mae of which none of this is on the copy of the any Allonge recorded on the Docket, Exh (19). So this Case is VOID FEDERAL QUITE TITLE AGAINST FANNIEMAE FEDERAL 28 U.S. CODE SS 2409a AND FL. STAT. 65.021 QUITE TITLE 2005 FLORIDA CODE CIV IL PRACTICE AND PRECEDURE QUIETING TITLE CHAPTER 65 409 2410 (A) (2), IRS 34.1 1.8.1(08-11-2004) AND34.1.5 (08-11-2004) AND FL. FTAT. 95.1 I NEWLY DISCOVERED EVIDENCE. AND FRAUD FEDERAL RULE 60 (B)(2)(4) AD FLA. R. OF CIV. PROC. 1540. STANDING CAN BE QUESTIONED AT ANY TIME. U.S. BANK HAS NO STANDING TO FORECLOSE US EG. NO NOTE OWNERSHIP BECAUSE THE NOTE ASSIGNMENT CALLED ALLONGE TO THE PROMISSORY NOTE IS SIGNED BY ASSISTANT SECRETARY IN VIOLATION OF FLORIDA STATUTE 692.01 WHICH SAYS ONLY A PRESIDENT, VICE PRESIDENT OR A CHIEF EXECUTIVE OFFICER CAN SIGN AN ALLONGE AND FLORIDA STATUTE 692.101 (3) & (4) SAYS NO SCRETARY CAN SIGN AN ALLONGE. BUT THEY HAVE THE NERVE TO HAVE AN ASSISTANT - SECRETARY AS SIGNOR WITHOUT THEIR PRINTED UNDER THEIR UNREADABLE SIGNATURE IN VIOLATION OF

FLORIDA STATUTE 695.26 (1)(A). AND WITH NO LOAN NUMBER, FLORIDA STATUTE OF WHICH ANY ONE OF THESE VIOLATIONS VOIDS THE ALLONGE (ASSIGNMENT), EXH. SO U.S. BANK NEVER GOT THE NOTE OR THE ASSIGNMENT OF MORTGAGE WAS FROM HOMECOMINGS THE ABSOLUTE WRONG BANK!! OUR BANK IS AXIOM FINACIAL SERVICES AND 2 YEARS LATER THEY DID A CORECTIVE ASSIGNMENT IN VIOLATION OF MCCLEAN V.

JP MORGAN THAT SAYS BANKS CAN'T DO A FORECLOSURE COMPLAINT **BEFORE** THEY ARE **ASSIGNED** THE MORTGAGE AND ALLONGED TO THE NOTE, FLORIDA STATUTE 702.015(4), see: the ALLONGE Exh. 30. BUT WE CAN NEVER GET A CHANCE TO PROVE THESE FACTS Exh. 193.Fl. Statutes sub section 733.702 (1), and 733.2121 (3)(a) and 733.701 and cause of action with and all of this confusion is because U.S. Bank trickery. This is a Quiet Title Complaint Case which requires that U.S. Bank show a full chain of title which is Extrinsic Evidence according to 2005 Florida Code Civil Practice and Procedure Quieting Title, 65.021. Because we know that U.S. Bank does not own the Note! Real estate; removing clouds,-- Chancery courts have jurisdiction of actions brought by any person or corporation, whether in actual possession or not, claiming legal or equitable title to land against any person or Corporation not in actual Possession, who has, appears to have claims an adverse legal or equitable estate, interest, or claim therein to determine such estate, interest, or claim and quiet or remove clouds from the title to the land. It is no bar to relief that the title has not

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been litigated at law or that there is only one litigant to each side of the controversy or that the adverse claim, estate, or interest is Void upon its

face, or though not Void upon its face, requires Extrinsic Evidence to establish its validity (Exh.166) and 65.041(3)(4)(3) REAL ESTATE REMOVING CLOUDS; DEFENDANTS. No person not a party to the action is bound by any Judgments rendered adverse to

His or her interests, but any judgment favorable to the person inures to that person's benefit to the extent of his or her legal or equitable title. (Exh.167). Layers claim in number 4 of their Motion to DISMISS that MAURICE SYMONETTES Quite Title Case is Res Judicata, but in the Transcripts of Proceedings of 12/09/19 under Judge VERONICA DIAZ pg.6 line 24-25, pg.8 line3-11 and pg.9 6-8 the Judge VERONICA DIAZ as did all of the other Judges said Symonette is not a Party to the case and did not allow Symonette to Participate in the Trials and was even told that I would have to s-ae the bank myself to become a party. Line 07/01/15 pg.11 line 13-25 Exh.168. and all of pg.12 lines 12-14 Exh.169, the Bank stated that MAURICE SYMONETTE is a non-party Third-Party Claimant, according to Florida Statute 65.041(Exh.110). This in credulous wicked bank from the beginning of even the 2007 Case never FILF.D or brought in a copy of the Original Note with the Allonge, the Original Mortgage, or the Assignment of U.S. Bank! Wesaw Lis Pendens but have never seen the Complaint their 2007-12407-CA01 Complaint of which by Law must have the Certification

of the Original Promissory Note to file a

Foreclosure action Fl. Statute 702.015(4) If the Plaintiff is in Possession of the Original promissory note, the Plaintiff must file under penalty of Perjury a certification with the Court, Contemporaneously with the filing of the complaint for Foreclosure, that the Plaintiff is in possession of the original promissory Note. The certification must set forth the location of the note, the name and title of the individual giving the certification, the name of the person who personally verified such possession, and the time and date on which the possessionwas verified. Correct copies of the Note and all Allonges to the Note must be Attached to the Certification. The Original Note and the Allonges must be filled with the Court before the entry of any Judgement of foreclosure or Judgement on the Note. (Exh.171) and Fl. Rules 1.115(C) (Exh.172), and the correct copies of the Mortgage, NOTE, ASSIGNMENT AND ALLONGE ALL TOGETHER attached to the Certificate, Bank of America V. Leonard in the 3DCA. And if the Promissory Note doe9 not name the Plaintiff as Payee the Note must Then bare a special endorsement or Plaintiff must submit evidence of an Assignment, Ortiz v. PNC BANK 3DCA if you look at the Docket of 2007-12407-CA01 Docket Pg.2 line 1-21, against Fl. Stat. 702.015(4) If the Plaintiff is in Possession of

the Original promissory Note, the Plaintiff must file under penalty of perjury a certification with the court, contemporaneously with the filing of the Complaint for foreclosure, that the plaintiff is in Possession of the Original Promissory Note. The certification must set forth the location of the Note, the name and title of the individual giving the Certification, the name of the person

who personally verified such possession, and the time and date on which the possession was verified. Correct copies of the Note and all Allonges to the Note must be Attached to the certification. The Original Note and Allonges must be filed with the Court before the entry of any Judgementof Foreclosure or Judgement on the Note. And Rule 1.115(C). This is why Judge Isabel was so angry with the Attorneys because she was embarrassed that she did the Judgement before any of the requirements of the Fl. Stat. 702.015 were met thereby endangering even her as a Judge. Services now referred to as (AFS) is the Bank the Note was done with and (AFS) sold the Note with the MIN. Account number 1001761050\(\epsilon\){2733202 \(\text{M}\) at the bottom of each page of the adjustable rate Note Exh.(173) with the Cusip Number 315912873 to Fidelity Strategic Real Return Fund according to the CUSIP search by CUSIPONE EXPERT CUSIP search service as stated by The Expert Witness Affidavit of Fact Wesley Jarvis, Trustee for CUSIPONE Trust Exh. (174). The (AFS) Note was sold by (AFS)

9/7/2005 three months after Leroy Williams signed the (AFS) Note and is with Fidelity Strategic Real Return Fund until this day according to The CUSIPONE Expert Witness Exh. (175) So the (AFS) Note never went to US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005 AHL3 now referred to as (USB). So (USB) cannot Foreclose on this (AFS) Note no any of the above stated Defend even Fidelity Strategic Real Return Fund cannot Foreclose because(USB) in 2007 did a Publication to Foreclose on the (AFS) Note and Fidelity Strategic Real Return Fund did not Object or Intervene within

6730 days of thepublication of the Foreclosure of 2007 of Fidelity Strategic Real Return Fund standing to Foreclose according to Fl. Stat.() Exh. (176) or any Interest in the Note and therefore they have no standing And according to the SEC- FASB GAAP Rulesonce a Note is sold on the Market it must be burned and Destroyed because a Note cannot exist at the same time that a stock, bond or fund exist because that is Double Dipping using the Fund and the Note ILLEGALLY. The PSA cannot be used because in the Edgar report and in the Cupisone Report the Axiom loan is not with U.S. Bank. And According to Fla. App. Court (4* DCA) Holds PSA Insufficient to Prove Foreclosure Standing in an appeal involving an amicus filed by a national Mortgage lending trade association, the District Court of Appeal of the State of Florida, Fourth District, recently reversed a final judgement of

Foreclosure in favorof a Mortgage, holding that the Mortgage failed to prove that it had possession of the Promissory note when the Complaint was filed and thus lacked standing to sue because:

- (a) despite the admission of the Pooling and Servicing Agreement (PSA) into evidence, the
- (b) evidence was still insufficient to show that the loan o as physically transferred; and
- the Complaint and the original introduced in evidence at trial. During the trial, the Plaintiff Mortgage tried to prove that it Possessed the Note when the Complaint was filed by offering the PSA into evidence over the

borrowers' hearsay objection. The trial judge admitted the PSA into evidence as a self-authenticating document pursuant to section 90.902 of the Florida Evidence Code because it had been filed with the Securities and Exchange Commission (SEC). The trial court then entered a final judgment of Foreclosure in the Mortgagee's favor, from which the borrowers appealed. On Appeal the Fourth District explained that just because the PSA was self-authenticating didn't mean it was admissible, citing Charles Ehrhardts Florida Evidence hornbook: "Even after a document is Authenticated, it will not be admitted if another exclusionary rule is applicable. For example, when a document is hearsay, it is inadmissible even if it has been properly authenticated." The Court reasoned that while "the PSA purportedly establishes a trust of Pooled Mortgages, [the] particular mortgage [at issue] was not referenced in the documents filed with SEC ... [and] [t]he Bank didnot present sufficient evidence through its witness to admit this unsigned document as its business record. While the witness testified that a mortgage loan schedule, which listed the subject mortgage, was part of the Bank's business records, the mortgage loan schedule itself does not purport to show that the actual loan was physically transferred. "Because the Mortgagee's witness did not explain "the workings of the PSA or [loan schedule]." and no other document or

other evidence showed how the note was transferred to the mortgage •pursuant to the PSA, the evidence was insufficient to prove that the note in question "was within the possession of the Bank as Trustee at the time suit was filed "The mortgagee argued that the trial court's ruling should nevertheless be affirmed under the tipsy

coachman doctrine, pursuant to which an appellate court may affirm a trial court's ruling. In other words, a trial court's incorrect reasoning may be corrected on appeal for any reason that appears in the record. However, the Court here noted that in order for the doctrine to apply, "the record must be sufficiently developed to support an alternative theory for affirmance." The Fourth District previously held that there is a "presumption of standing if the note attached to the Complaint was the same as the note attached to the complaint was the same as the note introduced at trial." The Appellate Court rejected the mortgagee's argument because "the note attached to the Complaint was not in the same condition as the original introduced at trial. And this Allonge, Exh. 19. was signed by the Assistant Secretary in Violation of F1. Stat. 692.01 which says only the President, Vice President or the Chief Executive Officer can sign an Allonge and no Secretary can ever sign an Allonge Fl. Stat. 692.101 (3) (4) but this illegal Allonge• is signed by the Assistant Secretary WOW US BANK has absolutely NO STANDIND theses Pirates are justStealing with the HELP of the Paid off Judges.

5th CAUSE OF ACTION: KEEPING NOTE ACTIVE FOR FAKE
FORCLOSURE AFTER NOTE IS SOLD ON THE MARKET AND
DESTROYED AS GOVERED BY THE SEC AND THE US DEP. OF
THE TREASURY IN VIOLATION OF GAAP FASB FAS THE
FEDERAL 2CFR SECTION 200.49

This is what I'm Quieting the Title against the SEC, Fannie MaC cll4d the Treasury for. The Federal GAAP FASB FAS 140 Rule say's that when a NOTE is sold on the market as a security, the Note must be burned and destroyed and can never be as a foreclosure instrument because that is SEC Fraud because the IRS has written the destroyed loss off, then the insurance paid the loss off "and then sold it on the market. The NOTE was also separated from the mortgage when the original Promissory NOTE was not recorded along with Mortgage at the County level. Additionally, the Mortgage was separated from the Note when the

loan was bundled together with hundreds or thousands of other loans to create municipal bond funds, in order to sell and trade on Wall Street. When the Original Note was bundled it was destroyed and given a number to present othersform double-dipping, that is, It prevent tethers flour reselling the promissory Note again. By learning this information, the original wet blue ink promissory Note cannot be produced, because it was destroyed when it was bundled together and put into a securitized loan trust to sell and trade on wall street. To separate the NOTE from the mortgage is to collapse the trust. See Carpenter v. Longan, 83 U.S. at 274 (binding that an assignment of the Mortgage without the Note is a nullity); Landmark Nat'l Bank v. Kesler, 216 P. 3d158, 166-67

(K£t11.2009)("In the Event thata mortgage loan somehow separates interest o1"tlie Note and the deed of trust, with the deed of trust lying with some independent entity, the mortgage may become unenforceable"). See also Fla. Stat. 37. Mortgages and Deeds of Trust '240 (One who does not have the ownership, possession, or the right to possession of the mortgage and the obligation secured by it, may not foreclose the mortgage). The mortgage follows the note. An assignment of the Note carries the mortgage with it, while an assignment of the

later alone is a nullity." Capitol Investors C'o. vs.

Executors of the Estate of Morison,484 F.2d 1157, 1163n. When a note1s secured by a Mortgage is assigned, the mortgage follows the note into

the hands of the mortgagee. "In other words, the note is held and or openedby the certificate holders of trust, and the mortgage follow's the Note.

6th CAUSE OF ACTION DAMAGES AND DECLARATORY RELIEF PURSUANT TO FANNIE MAE, AND US BANKS, THE OTHER ENTITIES IN VIOLATION OF FEDERAL CODE 18 U.S.C. 1962 AND 18 U.S.C. 1964, 18 U.S.C. 1961 {B SECTION 201,

AS TO BRIBING JUDGES

US Bank does not have an Allonge Signed by the President, Vice President or the Executive Director in Violation of Fl. Stat. 692. (3) and (4). And no

Secretary can sign an Allonge which is an Assignment to Convey

Property F1. Stat.692.101 (3) and (4). And yet the Allonge (Assignment to the Promissory Note) is signed by the Assistant Secretary who has absolutely no right to Sign an Allonge or an Assignment to Convey Property according to Fl. Stat. 692.101 (3) and (4) And the Homecomings Assignment US Bank this is the wrong Bank, Exh. (112) (113). And the Case was Dismissed with Prejudice by Judge Sarah Zabel Exh. (11) and the Docket dated April 6th 2009 Exh (1) and Judge Valerie Manno Schurr who was never Assigned to our Case but was able to insert a Fraudulent Dismissal Without Prejudice with the help of the ConspiringLawyers and the Clerk of the Court Harvey Ruvin even though Judge Valerie Manno Schurr wasn't the Judge on the Case, a Judge we have never met and a Judge we have never had a Hearing with before but Dismissed the same Case that Judge Sarah Zabel Dismissed with Prejudice and when I Confronted Judge Valerie Manno Schurr with her

\$995,000,00 Conflict of Interest, with GMAC, Exh. (114), which is US Bank, Exh. (115). She said she did not sign that Order of Dismissal Without Prejudice and after the taped Hearing she was heard by four Witnesses to say to the Conspiring Lawyers of Blank Rome and Brock & Stock "Oh my God I don't believe you Lawyers Signed my name on an Order like that" Exh. (1 16). (four Affidavits). and then two days later

Judge Schurr Recused herself off the Case, Exh. (100) which by Law the Case must RETI AND REVFRT BACK TO THE ORIGINAL

JUDGE SARA ZABEL'S DISMISSAL WITH PREJUDICE. Exh. (11). NOW PROPERTY WITH THIS NEWLY DISCOVERED EVIDENCE. AND FRAUD AND CONSTRUCTIVE CONSPIRACY OF JUDGES BEING PAID (CONFLICT OF INTEREST) BY U.S. BANK TO RULE IN THEIR FAVOR CAN BE REVISITED BECAUSE OF VIOLATION OF FEDERAL RULE 60 (B) (2) (4) (6) AND Fla. R. of Civ. Proc. 1540 (b) (2) STANDING CAN BE QUESTIONED AT ANYTIME FEDERAL RULE 3.1 AND BECAUSE 131 FEDERAL JUDGES WERE CAUGHT WITH CONFLICTS OF INTEREST REMEDY PERSCRIBED WAS THAT YOU CAN RESTART YOUR CASE THE 131 JUDGES EFFECTING 685 CASES NATIONWIDE CAUGHT IN THE NET OF \$ CONFLICT OF INTEREST CASES, GOOGLE THIS (SEE URL): See: 131 JUDGES FOUND GUILTY OF FINANCIAL CONFLICT OF INTERST IN THE NEW YORK TIMESBY: ADAMLIPTAk This is total Fraud, MERS and US Bank is breaking all Laws to take our property because I as Blacks for Trump have been treated bad with BLACK MEGA Discrimination because of me helping Republicans from BUSH, SCOTT TO TRUMP.

Newly discovered evidence and fraud Plaintiff incorporate all paragraphs inclusive, herein, as though set forth herein. In 2007, and continuing, through the present, all Defendants did cooperate jointly and severally in the commission of two (2) or more of the predicate acts that are itemized in the Constructive Conspiracy laws at 18 U.S.C. §

1961(1) (A) Bribery of Judges by the Banks in Constructive Conspiracy to steal property and (B) To Evict 1028 as to Fraud and the stealing 18 U.S.C. § 1961(1) (B) Section 1344, Financial of property Institution Fraud, 18 U.S.C. § 1961 (1) (B) Section 1952, Racketeering **195**7 a n d 18 U.S.C. § 1961(1) (B) Section 1028 Identification Fraud and Fraudulent Documents and did so in Violation of the CONSTRUCTIVE FRAUD Code 18 U.S.C. 1962(b) (Prohibited activities). Plaintiff further alleges that Defendants, DADE COUNTY, CLERK OF THE COURTS, DADE COUNTY CORDS NOTARY'S, DADE COUNTY with all the remaining Defendants, did commit two or more of the offenses itemized above in a manner which they calculated and premeditated intentionally to threaten continuity, i.e. a continuing threat of their respective racketeering activities, also in violation of the Constructive Conspiracy law at 18 U.S.C. 1962(b) supra. At all times herein, Defendants, on their own behalf, and on behalf of the codefendants and each of them Conspired with remaining Defendants, to interfere with the cluiet enjoyment of Plaintiffs home and steal the equity in the Plaintiffs home through the use of sham pleadings, manufactured "evidence" such fraudulent AFFIDAVITS, MORTGAGES, as ASSIGNMENTS, NOTARYS in a civil court action in order to fraudulently obtain a Judgment of Foreclosure US Bank does not have an Allonge Signed by the President, Vice President or the Chief Executive Officer in Violation of Fl. Stat. 692. (3) and (4). And no Secretary can sign an Allonge which is an Assignment to Convey Property Fl. Stat.692.101 (3) arid (4). And yet the Allonge (Assignment to the Note) is signed by the Assistant Secretary who has absolutely no right to Sign an Allonge or an Assignment to Convey Property according to Fl. Stat.692.101 (3) and (4) And the Homecomings Assignment US Bank this is the wrong Bank, Exh.(180) (181). And the Case was Dismissed with Prejudice by Judge Sarah Zabel Exh. (182) and the Docket dated April 6th 2009 Exh (183).and Judge Valerie Manno Schurr who was never Assigned to our Case but was able to insert a Fraudulent Dismissal Without Prejudice with the help of the Conspiring Lawyers and the Clerk of the Court Harvey Ruvin even though Judge Valerie Manno Schurr wasn't the Judge on the Case, a Judge we have never met and a Judge we have never had a Hearing with before but Dismissed the same Case that Judge Sarah Zabel Dismissed with Prejudice and when I Confronted Judge Valerie Manno Schurr with her \$995,000,00 Conflict of Interest, with GMAC, Exh. (184), which is US Bank, Exh. (185). She said she didnot sign that Order of Dismissal Without Prejudice and after the tapedi

Hearing she was heard by four Witnesses to say to the Conspiring Lawyers of BlancRome. "Oh my God I don't believe you Lawyers Signed my name on an Order like that" Exh. (186). (four Affidavits). And then two days later Judge Schurr Recused herself off the Case, Exh. (187) which by Law the Case must RETURN AND REVERTED CASE BACK TO THE ORIGINAL JUDGE SARA ZABEL'S DISMISSAL WITH PREJUDICE. Exh. (188). NOW THE PROPERTY WITH THIS NEWLY DISCOVERED EVIDENCE. AND FRAUD AND RICO CONSPIRACY OF JUDGES BEING PAID (CONFLICT OF INTEREST) BY US BANK TO RULE IN THEIR FAVOR CAN BE REVISITED BECAUSE OF VIOLATION OF FEDERAL RULE 60 (B) (2) (4) (6) AND Fla. R. of.Civ. Proc. 1ñ40 (b) (2) STANDING CAN BE QUESTIONED AT ANYTIME FEDERAL RULE 3.

7th CAUSE OF ACTION VIOLATION OF RESPA 12 U.S.C. 2605

(e) (1) (B) QUALIFIED WRITTEN REQUEST (QWR) TILA LAWS

AND IN VIOLATION OF THE ILLEGAL CONSUME

COLLECTION IN VIOLATION OF FDCPA, 15 U.S.C. §1692a(3),

15 U.S.C. §1692a(5) AND FLA. STAT. §559.55 BY NOT

HONORING THE (QWR) REQUEST

Because in the 2007 Case# 2007-12407-CA01 MACK WELLS did a QWR On the Case 2007-12407-CA01 Docket Date 06/06/07, 08/24/07, on Dade County DOCKET and U.S. Bank never responded Request for proof of ownership of the Note because US Bank never filed a Complaint in the beginning of the Case see the first page of the Docket and never brought in the Note, the Allonge, the Mortgage or the Assignment and when we requested the Documents they would never bring them in for 2 years and the Judge Sara Zabel being frustrated and angry dismissed the Case with Prejudice Exh.11 and in the 2010 Case they brought in an Allonge with an assistant Secretary signing it and an Assignment with the wrong Bank and did a whole Exhibit List. Exh. (201) with the amounts due and owing and all of the fake proof that

we missed payments all based on the Homecomings Note, (202) Exh. the only problem is we never signed with Homecomings we signed with Axiom Bank, Exh.'(NOTE AND MORTGAGE 204 AND 205) And all of our Axiom Bank payments were Paid and never Late Exh. 94.

NOW THAT'S A DANMED SHAMED!!!

8th CAUSE OF ACTION BANKRUPTCY VIOLATION WHAT

THECLERKS DID: INTERFERING WITH FILING

BANKRUPTCY

BANKRUPTCY VIOLATIONS 11 U.S.C. SS 362(A).

1, Bankruptcy Judge Mindy Mora After filing Bankruptcy under Judge Mindy Mora she became very hostile and already had a statement ready for a Hearing wherein she was supposed to make a decision from the testimonies of both sides but her statement was already ready to rule against the crippled old man Mack wells and she ruled in favor of U.S. Bank in opposition of what was correct and lawful in the Case and the reason for this we believe is because she is friends with Judge Laurel Isicoff who Dismissed Mack Well's Case much much earlier wrongfully because Judge Isicoff has a Horrific Financial Conflict of Interest with U.S. BANK and of almost \$15 million with U.S. Bank, Exh. 47. And Judge Isicoff's brother owns the Eviction Company who took property off of our property while in Bankruptcy and said he can't get in trouble because his sister is the Chief Judge of the Federal Bankruptcy Courts. And he was right because Judge Isicoff instead of sanctioning her brother she exonerated him and kicked us out of the Bankruptcy Case. So

when Mack Wells files Bankruptcy with Judge Mindy Mora's Court Who's friends with Judge Isicoff, Exh. 48. and now we ask Judge Mindy Mora to Recuse her in an Motion for Affidavit Recusal and Vacating of Orders Exh. 49. And we asked her to Produce her Financials and she would not Produce the information in Violation of Federal Code Sub Section 37. And then wrote

an Order to stop anybody from filing Bankruptcy to save their interest in the house so that it can be used by Judge Carlos Lopez who has a \$4 million Conflict of Interest with U.S. Bank and BBC real estate holders LLC. Who owns Trexstay who buys Foreclosure properties so that the Judges can steal from your home and can Pillage your home and then take your home in Violation of Judges having Conflicts of Interest according to Federal Code 60 and Florida Stat. 2.160 they're stealing property without having to physically fight over it under Color of Law by using Judges, eviction companies and the Police. Judge Carlos according to his Form 6 Financial Statement made \$2 million seventy seven dollars cash from U.S. Bank and \$1.8million with BBC who is Partners with Trexstays who buys Foreclosed the Properties after Judge CARLOS LOPEZ rules in US. BANK'S FAVOR and does the Foreclosure sale which all happening in Conjunction with the Law by Governor DeSantis called the Live Local act which allow properties to be turned into 15 story Condos for profit. A Trexstays Rep. came to my house to buy the house from me and offered me \$2million because I was attacking the Judges in the Newspapers, Exh. (82-Back page of News Paper ad) so that I would stop telling on them to the Public to spoil

their waterfront plan to build Waterfront properties Condos on Black People's Waterfront Property. There

was a Conspiracy between the County Court using interference after BANKRUPTCY FILING case # 23-12048-MAM While at the Dade County Court house when we were trying to file our Bankruptcy Stay Paper to stop the Sale of our home the subject of this Case, we were told by the Clerk at the Stephen P. Clark building on the 12th floor we were we in the wrong building to bring Bankruptcy papers in to stop the Sale on any house, however there was a Woman standing right beside us who was Filing her Bankruptcy papers and stopped her Sale, Exh. See: Gods2.com Video #, not only that, there were actual signs in the room where we were at that said File your Bankruptcy here, Exh. See: gods2.com But the lady would not allow us to stop the Sale there they made the Cripple man walk, across the street to file the BANKRUPTCY WE ALMOST MISSED THE DEADLINE and got MACK WELLS SICK. Exh. See: Gods2.com Video #, Mack wells filed a Bankruptcy November 13, 2018 before the sale of the house and informed the Clerks where the sale was taking place that the Bankruptcy was filed 8:53am in the Southern District of Florida Case number 18-2409-RM. EXH. (46), Judge

Isicoff's brother came in and pillaged the house taking boats and property without an evicting order and said again my sister is the chief Judge of the Bankruptcy court and when we filed against them in sanctions the sale was overturned, we kept the house but got no Sanctions in Violation of Bankruptcy Stay 11. U.S.C. ss 362(A).

9th CAUSE OF ACTION DAMAGES AND DECLARATORY
RELIEF PURSUANT TO FANNIE MAE, U.S. BANKS AND ALL
OF THE OTHER ENTITIES DID BRIBE IN VIOLATION OF FED.
923.18 U.S.C. ss 371 FRAUD CONSPIRACY ND 18 U.S.C. 1964, 18
JUDGES.

U.S.C.

Plaintiff incorporate all paragraphs inclusive, herein, as though set forth herein. In 2007, and continuing, through the present, all Defendants did cooperate jointly and severally in the commission of two (2) or more of the predicate acts that are itemized in the Constructive Conspiracy laws at 18 U.S.C. § 1961(1) (A) Bribery of Judges by the Banks in Constructive Conspiracy to steal property and (B) To Evict 1028 as to Fraud and the stealing of property 18 U.S.C. § 1961(1)

(B) Section 1344, Financial Institution Fraud, 18 U.S.C. § 1961 (1) (B) Section 1952, Racketeering 1957 a n d 18 U.S.C. § 1961(1) (B) Section 1028 Identification Fraud and Fraudulent Documents and did so in Violation of the CONSTRUCTIVE FRAUD Code 18 U.S.C. 1962(b) (Prohibited activities). Plaintiff further alleges that Defendants,

DADE COUNTY, CLERK OF THE COURTS, DADE COUNTY CORDS

NOTARY'S, DADE COUNTY with all the remaining Defendants, did

commit two

- (1) or more of the offenses itemized above in a manner which they calculated and premeditated intentionally to threaten continuity, i.e. a continuing threat of their respective racketeering activities, also in violation of the Constructive Conspiracy law at 18 U.S.C. 1962(b) *supra*.
- (2) At all times herein, Defendants, on their own behalf, and on behalf of the co-defendants and each of them Conspired with remaining Defendants, to interfere with the c|'uiet enjoyment of Plaintiffs home and steal the equity in the Plaintiffs home through the use of sham pleadings, manufactured "evidence" such as fraudulent AFFIDAVITS,

(3) MORTGAGES, ASSIGNMENTS, NOTARYS in a civil court action in order to fraudulently obtain a Judgment of Foreclosure US Bank does not have an Allonge Signed by the President, Vice President or the Chief Executive Officer in Violation of Fl. Stat. 692. (3) and (4). And

no Secretary can sign an Allonge which is an Assignment to Convey Property Fl. Stat.692.101 (3) arid (4). And yet the Allonge (Assignment to the Note) is signed by the Assistant Secretary who has absolutely no right to Sign an Allonge or an Assignment to Convey Property according to Fl. Stat.692.101 (3) and (4) And the Homecomings Assignment US Bank this is the wrong Bank, Exh.(180) (181). And the Case was Dismissed with Prejudice by Judge Sarah Zabel Exh. (182) and the Docket dated April 6th 2009 Exh (183).and Judge Valerie Manno Schurr who was never Assigned to our Case but was able to insert a Fraudulent Dismissal Without Prejudice with the help of the Conspiring Lawyers and the Clerk of the Court Harvey Ruvin even though Judge Valerie Manno Schurr wasn't the Judge on the Case, a Judge we have never met and a Judge wehave never had a Hearing with befe re but Dismissed the same Case that Judge Sarah Zabel Dismissed with Prejudice and when I Confronted Judge Valerie Manno Schurr with her \$995,000,00 Conflict of Interest, with GMAC, Exh. (184), which is US

(4) Bank, Exh. (185). She said she did

not sign that Order of Dismissal Without Prejudice and after the tapedi

Hearing she was heard by four Witnesses to say to the Conspiring Lawyers of BlancRome. "Oh my God I don't believe you Lawyers Signed my name on an Order like that" Exh. (186). (four Affidavits). And then two days later Judge Schurr Recused herself off the Case, Exh. (187) which by Law the Case must RETURN AND REVERTED CASE BACK TO THE ORIGINAL JUDGE SARA ZABEL'S DISMISSAL WITH PREJUDICE. Exh. (188). NOW THE PROPERTY WITH THIS NEWLY DISCOVERED EVIDENCE. AND FRAUD AND RICO CONSPIRACY OF JUDGES BEING PAID (CONFLICT OF INTEREST) BY US BANK TO RULE IN THEIR FAVOR CAN BE REVISITED BECAUSE OF VIOLATION OF FEDERAL RULE 60 (B) (2) (4) (6) AND Fla. R. of.Civ. Proc. 1ñ40 (b) (2) STANDING CAN BE QUESTIONED AT ANYTIME FEDERAL RULE 3.

L0 th CAUSE OF ACTION: WRONGFUL FORECLOSURE DUE TO UNSIGNED MORTGAGE NOTE IN VIN VIOLATION OF FL. STAT. 695.14

"this 1s an action brought by Plaintiff for declaratory judgment, injunctive and equitable relie I, and for compensatory, special, general and punitive damages. Because MERS never got a legal Allonge front U.S. Bank because there wasno Leroy William's Allonge or Assignment and never existed. So Axiom Bankdid not Assign the mortgage to U.S. Bank Which slio» s that this EVIC"TION

is 11..LF.GAIL TI IF.I FT OF THIS PROPERTY. So we the Hlairltlff, lioiiieowners, dispute the Title and ownership cof the real property in question (the "Home"), which is the subject of this action, in that the originating mortg age lender, and others alleged to have ownership of Plaintiff's mortgage note anc1/or DGed of Trust, have unlawfully assigned and/or transferred their ownership and security interest in Promlssory Note and Deed of Trust related to the Property, and, thus, do not have a lawful ownership or a secul "ity interest in Plaintiff's Home which is described in detail herein Fol fraud, IntentlOflal infliction of emotional distress, rescission, declaratory relief based, on Violations of T.I.L.A. and R.E.S.P.A., upon the facts and circumstances surrounding Pliii Htlff's original loan by Leroy Williams that was quit claimed, Exh.

11.2. I"ransaction and subsequent securitization. Defendant's Violations th these laws are additional reasons this Court must quiet title in Plaintiffs property and a» ard damages

rescission, declaratory judgment, and injunctive rellef as requested below.

12th CAUSE OF ACTION VIOLATION OF THE 1958 FOREIGNS
AGENTS REGISTRATION ACT (F.A.R.A.)FEDERAL RESERVE
FOREIGN BANKING LAWS AND 12 U.S. CODE SS 632
VIOLATIONS

• In the 1958 Federal Reserve Board Ruling "Bank holding Companies", (i.e. U.S. Bank and Wells Fargo), and National Banking U.S. Bank is owned by China through the China Investment

- Corporation, Exh. 172-175 Regulated by 12 U.S. CODE SS 632 and FARA and can't Foreclose in State Court, only in Federal Court Associations, are not permitted to invest in, nor own a "mortgage company "that deals directly with the general public. Additionally, the Board clarified that "banking activities—such as receiving deposits, paying checks, extending credit, conducting a "trust department", finding investors to purchase mortgage loans from the bank and seeking to have
- such investors contract with the bank for the servicing of such loans and the like, are financial in nature, restricted to member bank banking"12 U.S.C. 615, outside the United States.

 Permissible activities for "loan servicers" other than member bank transaction are "auditing, appraising, investment counseling" and "advertising, public relations, developing new business, organization, operations preparing tax returns, and personnel," subject to 12 U.S.C. 1543, outside the United States.

SOURCE

12 C.F.R. § 225.122 Bank holding company ownership of mortgage companies...[].."The two exceptions principally involved in the question presented are with respect to (1) stock that is eligible for investment by a National Bank (section 4(c)(5) of the Act) and (2) shares of a company "furnishing services to or "performing services" four such bank holding company or its banking subsidiaries" (section 4(c)(1)(C) of the Act)".

]..There is no specific statutory provision authorizing a National Bank to purchase Stock in a "mortgage company", and in the Board's view such purchase may "not" properly be regarded as authorized under the "incidental powers" clause....[]..The basic purpose of section 4 of the

Act is to confine a bank holding company's activities to the "management" and "control" of banks....[]..the Board has concluded that the appropriate tests for determining whether a mortgage company may beconsidered as within the servicing exemption is whether the company will perform as principal any "banking activities"—such as receiving deposits, paying checks, extending credit, conducting a "trust department", and the like. In other words, if the mortgage company is to act merely as an adjunct to a bank for the purpose of facilitating the "banks operations", the company may appropriately be considered as

within the scope of the servicing exemption....[]..On the other hand, in the Board's view, a bank holding

company may not acquire, on the basis of the servicing exemption, a mortgage company whose functions

include such activities as extending credit for its own account, arranging interim financing, entering into mortgage service contracts on a fee basis, or otherwise performing functions other than solely on behalf of a bank....[]..The 1933 enactment of 12 U.S.C. 335, 12 U.S.C. 371 d, prohibit any "financial transaction," or investment, other than a "member bank transaction." Subject: No jurisdiction... No investment in "private residential real property" in the United States, 12 C.F.R. 1500, no deposit taking from an American Citizen, 12 U.S.C. 378, 12 U.S.C. 1862, 12 U.S.C. 3102, no foreclosure of "private residential real property" in the United States, 12 C.F.R. 225.28, no 'liens' on real property in the United States 12 C.F.R. 211.4, no banking in the United States Public Law 89-485 section 3, no real estate loans in the United States, Public law 89-485 section 6(h), 12 U.S.C. 29, 12 U.S.C. 375 b. no branchingin the United States 12 U.S.C. 36, extension of credit has to secured by a collateral deposit of 100% in cash 12 C.F.R. 215, no home loans to individuals HOLA of 1933, no securities or

hedge fund investment in the United States 12 U.S.C. 1850, no credit intermediaries in the United States 12 C.F.R. 225.28, no bank holding companies in the United States, 12 U.S.C. 1843, no savings and loan associations in the United States 12 C.F.R. 225.28, no student loans from an Industrial Loan company, (Sallie Mae), 12 C.F.R. 225.28, no

housing loans in the United States, 12 U.S.C. 1432b, NO EVICTIONS from private residential real property in the United states under HUD Which is Fannie Mae under HUD and the Loan on this Mortgage on Mack Well's Home is a Fannie Mae Loan see the bottom of the the Note and Mortgage, Exh., (Overseas Private Investment Corporation) 22 U.S.C. 2183, NO STATE COURT PROCEEDINGS 12 U.S.C. 632, the real party of interest is Bank for International Settlement, Rothschild owns 12 U.S.C. 3105; 12 CFR the Part 1500 MERCHANT BANKING INVESTMENTS- Authority: K U.S.C. 1843(k). cat all attorneys working for US Bank must have a foreign agents License which is what we are requesting right now (foreign agent License F.A.R.A.) from their Attorneys Blank Rome LLP. and Brock & Scott PLLC Attorneys Firms. U.S. Bank, the CIC and their Attorneys are breaking all the law especially against ur property 15020 South R. Dr. Miami Fl. 33167. U.S BANK VS MACK WELLS2010-61928-CA01 DADE COUNTY P'L.

12'h CAUSE OF ACTION: VIOLATION OF THE 14TH AMENDMENT AND THE CIVIL RIGHTS ACT OF 1964 THAT PROHIBITS DISCRIMINATION AND DEPREVIATION OF RIGHTS UNDER COLOR OF LAW! TITLE 18 U.S.C. SS 242

After judges fail to steal homes for banks, banks have paid Commissioner Rene Garcia to help them! Commissioner Rene Garcia Sponsored Racist Legislation called Building 'and Unsafe Structure Legislation #220166" discriminately to help the Bankster's Steal Black People's Home like me. And like the Discriminating Racist he is they only Black used that legislation on Black (me)! On Easter April 17th, 2022 Dade County Compliance came into my property without a Search Warrant or the required Brake Order from the County Manager and kicked in the bedroom doors with the police pointing guns had us kicked out the house at gun point and told us they were Seizing the house because it was art unsafe structure and turned off all power to the

Property with a sick elderly person in the house in violation of Fl. Stat.366.15 (1) (2) under this Practicing racist discrimination with his Legislation to make it legal to steal homes from us Minorities while getting paid by U.S. Bank another illegal Conflict of Interest which is evil and outrageous!!! Because in Commissioner Garcia's 2012, Exh.

145. Until today Form 6 Affidavits Oath from Tallahassee called FULL AND PUBLIC DISCLOSURE OF FINANCIAL it shows on Part C. Liabilities section lines 6 that he got \$120,000.00 and on line 8 he got \$11,000.00 from Ally which is GMAC, F.xh. 117. Which is the Servicer and Owner of U.S. Bank and HOMECOMINGS, Exh. (118). And GMAC is the owner of HOMECOMINGS, Exh. 119. And in Commissioner Garcia's 2021 Form 6 Affidavit Oath from Tallahassee Called FULL AND PUBLIC DISCLOSURE OF FINANCIAL it shows

on line 3 that Garcia got \$40,000.00 from Chase Bank which is U.S. Bancorp, Exh. 24. And U.S. Bancorp is U.S. Bank, Exh.14. And in Commissioner Garcia's 2021 Form 6 Afflidavits'Oath from Tallahassee called FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST it shows on line 5. That Garcia got \$23,000.00 from Navient Bank which is JP Morgan Chase Bank, Exh.66 and 122. And JP Morgan

84 is U.S. Bancorp, Exh.24, 25. And U.S. Bancorp is U.S. Bank, Exh.14 and Exh.157 and 158. And in Commissioner Garcia 's 2021 Form 6 Affidavits Oath from Tallahassee called FULL AND DISCLOSURE OF FINANCIAL INTEREST it shows on line 6 that Garcia got \$118,000.00 from First Bank which is U.S. Bancorp, Exh. 123 and U.S. Bancorp us U.S. Bank, Exh. 14. All these CONFLICTS OF INTEREST and all the money he's making is from the same GMAC-U.S. Bank who tried to Foreclose on us under Mack Wells, Exh. 124, 125 and 126. But failed and after failing to Foreclose U.S. Bank's Conspirator Money Partner Commissioner Rene Garcia. Sponsored a new Legislation called "building and unsafe structure Legislation #220166" To use Code Compliance Officers and Police Officers to illegally search and SEIZE the Whole Property without a Warrant or a Brake Order or the Legislative Item File Number 220166 for Unsafe Structures Required Recertification Notice to Owner for Inspection the Code Compliance Officers and then after illegally Search and SEIZING the Whole Property the Police gave a Fake Warrant that shows no time that the Warrant was issued, no Judge's name, no Case Number, no Doc Stamp, no Certified Stamp and on that Fake Warrant it never Mentioned that Code Compliance could Search and

or Seize they just came in the House and

Property and announced they have Seized our House for Unsafe Structure. But until this day we have gone to their Office almost every day to check and they don't have an Inspection Report yet, all under this new Unsafe Structure Legislation by Commissioner Garcia who has got this great Conflict of Interest to help U.S. Bank take our house under Color of Law in Violation of their own Code Ordinance Legislative Item File Number 220166 for Unsafe Structures Required Recertification Notice to Owner for Inspection (F) (2) (D) from Dade County! The plaintiff have not provided a "bill of particulars". The purpose of a bill of particulars is to "minimize surprise at trial," according to the U.S. 1 lth Circuit Court of Appeals, which oversees federal criminal trials here in Florida. This process also ensures the government does not try to retry the defendant later for the same basic offense. The Plaintiff has not provided a "motion for more definite statement" which is the modern equivalent of a bill of particulars The plaintiff has not bonded the case. (form 274 and firm 275 for state cases) performance BOND and indemnity BOND The plaintiff IRAS caused and exceeded three (3) njuries against the defendant.

1. The defendant was informed that the igning of "certain documents would"

- 2. lead to the allotment of financial re.sources for acquiring the property under question. 2. The plaintiff has failed to remit Federal Taxes as per the requisite regulations. The original note (Loan Application) and Plaintiff(BANK) opened an unauthorized account in the name of the defendant(s)
- 3...for the full amount of said property without defendants knowledge and funded an unauthorized account in the plaintiffs name. Which is fraud.
- 4. Plaintiff Bank sold original note (Loan Application) which is what paid for said property in full via FED-WIRE. Yet the defendant (Buyer) was not given any consideration. The buyer takes on the role of creditorwhen they make the payment for their home using a promissory original note, in this case being the LOAN APPLICATION. This is to ensure thatthe seller receives payment IN FULL. Such knowledge was never disclosed to the (DEFENDAN"f) buyer. X4ore proof of this evidence and treason is the fact that banks can NOT lead money, only congress can write letters of marque and letters of credit. Official representatives of said banks including the perpetrators involvCd now risk being named in this TAX matter. Upon notification, thC Internal Revenue Service will

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wish to determine the whereabouts of the principal funds from the initialloan agreement (LOAD APPLICATION) that hav been held back (SPENT) and not reported.

TODISABLED PERSON IN NEED OF OXYGEN IN VIOLATION OF FL. STAT. 366.15 (1) (2).STAT. 366.15 (1) (2) APRIL, 22ND 2023 FLORIDA POWER AND LIGHT (FPL) WAS ORDERED BY RENE GARCIA'S NEW LEGISLATION OF UNSAFE STRUCTURES #220166 TO TURN OFF THE POWER TO THE HOUSE BECAUSE THEY WERE GOING TO DEMOLISH IT IN VIOLATION OF FL. STAT. 366.15 (1) (2).WHICH SAYS YOU CANNOT TURN OFF THE POWER TO A HOUSE TO A DISABLED PF.RSON WHO NEEDS OXYGEN YET THEY DID IT ANYWAY AND ALMOST KILLED

MACK ILLS WHO HAD TO GO TO THE HOSPITAL BECAUSE
HE COULD NOT BREATH SEE GODS2.COM VID. H.

14" CAUSE OF ACTION: THE CONSPIRING LAWYERS: NEVER
BROUGHT IN NOTE, ALLONGE, MORTGAGE OR
ASSIGNMENT BECAUSE THEY DON'T HAVE IT, IN
VIOLATION OF FL. STAT. 702.015

Judge ZABEL PANICKED and Ordered US Bank's Attorneys to bring in the Original Notes and Mortgage and ZABEL Cancelled the Foreclosure Sale SCHEDULED FOR 9/12/2007 until they brought in the Original Note and Mortgage. But after the JUDGE (ZABEL) Cancelled the Foreclosure Sale set for 9/12/2007 somehow those tricky Lawyers got the Clerk to do the Sale anyway against Judge ZABEL'S Order so we had to rush back to the Court to get an Emergency hearing to tell Judge ZABEL that the LAWYERS and the Clerk did the SALE anyway against her Order and the Judge was very upset and ordered the Attorneys For US BANK NA to do a Motion to Cancel the sale. And then the Judge ZABEL Ordered and Demanded that they bring in the Original Note and Mortgage because now

Judge ZABEL was now in the Position to get in Trouble for doing a Final Judgement without Certified Copies of the Note and Mortgage and without the Original Note and Mortgage that is Required by Florida Statute 702.015 (4), in other words these Clowns were just Illegally going to take our property but got Caught! Judge ZABEL Ordered the Atty's to go get the Docs. That they said they had, then Judge ZABEL took a Court Recess and during the break from the Courtroom US Bank Lawyers Refused to go back into the Courtroom this upset the Judge but Judge ZABEL gave them time to bring in the Note and the Mortgage but they would not do so therefore we put in a Motion to Dismiss with Prejudice we went back and forth with the Judge and the Banks Attorneys but they would not follow the Judge SARAH I. ZABEL's Order to bring in the Note and Order and therefore judge ZABEL Dismisscol the Case with Prejudice, Exh.177. — the tenthline of the 2007 Called Case Number 2007-12407-CA01 of the Docket. And then Judge ZABEL said that it would show on the Docket in a few days which was 04/07/2007. Of that same Docket!! immediately beneath the signature of such person and the post- office address of each such person is legibly printed, typewritten, or stamped upon such instrument in violation of F.S. 695.01 (1) AND F.S. 695.26 (1) (a) and F.S. 494. 0075 (5) and F.S.

701 02(1)(2)(3) Exh.178.

WHEREFORE PLAINTIFFS PRAY AS TO ALL DEFENDANTS

THEREFORE Plaintiff prays that this honorable Court award her damages for the claims set forth herein including litigation lees and costs. on April 23, 2007, and continuing, through the present, all Defendants did cooperate jointly and severally in the commission of

CONSTUCTIVE FRAUD AXIOMATICALLY the predicate acts that are itemized in the CONSTUCTIVE FRAUD laws at 18 U.S.C. §§ 1961 (1)(A) and (B), and did so ln Violation of the AXIOMATI CONSTUCTIVE FRAUD law at 18 U.S.C. 1962(b) (Prohibited

activities). Plaintiff further alleges that Defendants, U.S. BANK, THE JUDGES, LAWY>ERS, CLERKS, COMMIONERS AND OTHER OFFICIALS on their own behalf, and on behalf of the Co- Defendants, in conjunction with and in furtherance of the conspiracy with all the remaining Defendants, did commit CONSTUCTIVE FRAUD itemized above in a manner which they calculated and threat of premeditated intentionally to threaten continuity, i.e. a continuing their respective racketeering activities, also in violation of the CONSTUCTIVE FRAUD RICO law at 18 U.S.C. 1962(b) *supra*. At all times herein,

defendants, on their own behalf, and on behalf of the co- defendants, and each of them, conspired with remaining defendants, to interfere with the quiet enjoyment of Plaintiffs home; steal the equity in the Plaintiffs home through the use of sham pleadings, manufactured "evidence" such as fraudulent affidavits in a civil court action in order to fraudulently obtaina judgment of foreclosure, Wherefore Plaintiff seeks relief as accorded by the applicable Statute, including, but not limited to: Statutory Compensatory damages for each separate violation based on the net worth of the Defendants on their own behalf, and on behalf of the Co-Defendants

Declaratory relief, including permanent injunctive relief, prohibiting these defendants, or any of their agents or assigns, from any according to proof, Such other and further relief as the court deems just and proper. Pursuant to §768.72 (2002), SLA. STAT., Plaintiff reserves the right to amend this complaint to add a prayer for punitive damages upon a showing of evidence in the record providing a basis for recovery of such damages. Plaintiff iviil have no either Plain, speedy or adecjuate reiiiecly than the injunctive relief prayed for below is necessary' and appropriate at this time to prevent irreparable loss to plaintiff. Plailitifl.

has sul"fered and iN'111 continue to suffer in the future unless defendants wrongful conduct is restrained and enjoined because real property is inherently unique it will be impossible for Plaintiff to determine the precise amount of damage it will suffer.

MEMORANDUM OF LAW The Defendants maintains timely Constitutional due process civi1'rights for Florida Rule

2.160 (H) and Federal Rule 60 Relief to close this case with the original Dismissal with Prejudice in our THE PLAW^TTIFFS Favor who were the Defendants fake foreclosure Plot with the requirement of Valerie Schurr Recusal based on exposed financial conflicts of interests Fla. Stat.112.312 (8)(9): Rule 2.160 (H) and FRCP Rule 60, relief from

Judgment or Order and to Vacate her Order. There is to be no conflict of interest with the Judge and the Plaintiff against DEFENDANTS. LIKE 3. Fraud whether previously called intrinsic or extrinsic, misrepresentation or misconduct by an Opposing party A Judge is expected to Recuse herself according to Fla. Code Jud. Conduct, Canon 3E (1), Fla. Rule

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misconduct, Rule 60 grounds and newly discovered banking real estate fraud by court officers. Said Reopening Relief would require the vacating of his order and Recusal of fudge Valerie Schurr from this and any future related U.S. BANK banking real estate cases in this District. The Dismissal Order Relief also requires that all parties be reinstated to their prior positions in this action (Dismissal with Prejudlce) requiring Clerk issuance of Summons upon the Defendants and allow the filins of a Motion to dismiss the Final Judgment for cause, grounds and reasons stated herein filed.

this will be a ve famous Case because it goes along with MATz.

¥4:12 when fesuñ beat the money changers (Bankers) out of the
Temple and said this will no longer be a Temple of Money Changers

[Bankers) Thieves and Robbers (Lawyers) but this will be the Temple' of

Prayer. Biblically the Tem Rle was the Government Center wherein

the Elders the Priest and the Judges

received ties and offerings and received comR!aints from the Citizens wherein the Judges reside over those Complaints and

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every Complaint ended with my "Prayer is," "My prayer is that because they did this, they have to give me that" so we're going to stop the Banksters from stealing our Property with our Complaints to t higher Judges (Federal Jâdges) so I pray that you as Judge recognizing that you have made money with these will recuse yourself and not allow these Lawyers to trick you into being one of those to take the fall likeJudge Valerie Manno Shurr and Judge Vivianne Del Rio who got smart and got out the way so must you according to Federal Rule oy civil procedure 6# and Fl. Rule o/Civil procedures 2.160 {H) (I)(I)

MACK WELLS 15020 S. RIVFR DR. MIAMI FL. 33187

S. RIVER DR.
MIAMI FI..33167
15020 SOUTH RWER DR-