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**UNITED STATES SUPREME COURT**

**IN RE: LINDA A. NASH**  
Petitioner

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On Petition for a Writ of Mandamus to the  
United State Supreme Court  
Case No. **1:23-cv-03134-CJN**. United States District Court Judge Carl Nichols

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**PETITION FOR WRIT OF MANDAMUS**

Linda A. Nash  
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407-335-8876  
([lindanash157@gmail.com](mailto:lindanash157@gmail.com))

PETITIONER

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Tampa, Fl. 33602

State of Florida Corporation  
Assist. Atty. Gen. Caitlin Wilcox  
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Tampa, Fl. 33607

Seminole County Florida Corporation  
County Atty. John Knutton  
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Sanford, Fl. 32771

Bank Of America Inc.  
Atty. Andrew Kemp-Gerstel  
44 W. Flagler St. 25<sup>th</sup> Fl.  
Miami, Fl. 33130

RESPONDENTS

Date: November 7, 2024

## CERTIFICATE OF INTEREST FOR LINDA A. NASH

Pursuant to Federal Circuit Rule 47.4(a) and Federal Rule of Appellate Procedure

26.1 Petitioner Linda A. Nash certifies the following:

1. The full name of the party represented by the undersigned is Linda A. Nash
2. There are no other real parties in interest represented by the undersigned.
3. This case involves the deprivation of rights to a present a defense and Jury Trial before ownership in a parcel of privately owned American Soil can be taken.
4. This Petitioner has an undivided 50% ownership in this parcel of home and land Nothing involved in this case or court proceeding nor in any state case can adversely effect the co-owner's undividable 50% ownership interest in the same parcel of American Soil.

DATED: September19, 2024



Linda A. Nash Petitioner

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### OTHER AUTHORITY

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## **RELIEF SOUGHT**

Petitioner respectfully requests this court to grant this Writ of Mandamus and direct the Appellate court to remand this case back to the District Court for a "Trial by Jury" as part of this Petitioner's core rights under the 5th, 7th, and 14th Amendments that have not been afforded to her by either the state or federal district courts.

## **QUESTION PRESENTED**

Can the Federal District Court dismiss this 42 USC 1983 civil rights claim and this Petitioner's right to trial by jury, by invoking the Rooker-Feldman Doctrine, based on the Petitioner's evidence of the state court's appellate opinion, which admits to being inconsistent with the original complaint, inconsistent with state and federal laws, and denied the rights of the defendants to present a defense before ruling against them?

## **JURISDICTION STATEMENT**

This court has jurisdiction to issue the petitioners' request for this Writ of Mandamus under 28 USC 1651(a) and Supreme Court Rule 20.3(a). This is supported by this court's recent rulings in *SEC v. Jarkey* on June 28, 2024, and *Sheet v County of El Dorado Ca.*, Case No. 22-1074, April 12, 2024, as directed under the landmark case of *Cooper v. Aaron* 358 U.S. 1 (1958), which affirms this court's jurisdiction over all civil Constitutionally protected citizens rights including but not limited to this Petitioner's right to a Trial a by Jury of her peers.

## **ISSUES OF THE CASE**

1. This Petitioner filed a Verified Complaint for Breach of Contract and Breach of Specific Performance by Government Officials Acting Outside of Their Corporate Oath of Office and Corporate Bond on October 19, 2023. This Complaint was also a Demand for a Jury Trial and involved federal statutes 42 USC 1983: 18 USC 241 and 18 USC 242.
  
2. This Petitioner has filed several motions with the District Court regarding judicial procedures and requirements to advance this case. October 2023 until the present, in the 11 months this case has been before the bench, this Petitioner has never been granted a Motions Hearing even though none of the Defendants have either responded or objected to any of the Petitioner's Motions.
  
3. On August 26, 2024, 10 months after the original filing of this case, District Court Judge Carl Nichols ordered this case dismissed and closed the case having never held a Motions hearing or ruled on any of the Plaintiff's open Motions. This makes the dismissal of this case premature and invalid based on the following unanswered, undisputed, factual procedural open motions: **Appendix 1 (District Court Docket)**

| Date     | Docket # | Motion Title   |
|----------|----------|--|
| 10/24/23 | 4        | Motion For Specific Performance  |
| 12/4/23  | 10       | Motion For Equal Treatment Under The Law<br>(Motion for CM/ECF Password) |
| 1/18/24  | 16       | Motion To Compel   |

|         |    |   |
|---------|----|---|
| 4/26/24 | 20 | Motion For Default Judgment   |
| 6/17/24 | 21 | Motion And Demand Under 28 USC 1603, 1606, 1607, 1608<br>(Motion for Order That the Court Address its Jurisdiction)                                   |
| 9/9/24  | 25 | Motion to Reopen Case and Motion For Reconsideration<br>(Motion for Re considerations re <u>24</u> Order on Motion for<br>Miscellaneous Relief, etc.) |

See :U.S. Supreme Court ruling in Biven v. Six Unknown Named Agents 409 F. 2d 718  
(April 10, 1969): Scheuer v. Rhodes 416 U.S. 232 (1974): Thompson v. Clark Case No.  
20-659 (April 4, 2022): SEC v. Jarkesy Case No. 22-859 (June 27, 2024): Sheetz v.  
County of El Dorado Ca. Case No. 22-1074 (April 12, 2024): United States v. Beggerly  
524 U.S. 38 (June 8, 1998): Appendix 2 (**Federal District Court Order**) **Docket #24**

4. The District Court's Order was based on two assumptions that were not a part of the Petitioners pleadings and the alleged Rooker-Feldman doctrine which does not apply in this case as the state court judgment was not based on the law or the merits of the state case. The Judgment was mandated by the state appellate court after an incomplete Trial, the Plaintiff's case was dismissed before the Defendants were allowed to present their side. The state appellate court reversed the trial court ruling and without remand directed a mandate in favor of the state Plaintiff.

### **FACTS NECESSARY TO UNDERSTAND PETITION**

On October 19, 2023, Plaintiff Linda Nash filed a Complaint with the Federal District Court for the District of Columbia against the United States of America Corporation, The State of Florida Corporation, Seminole County Florida Corporations,

and Bank of America Incorporated, along with unnamed John and Jane Does for basic deprivations of specific constitutionally protected rights as the State of Florida and Seminole County have placed a Federal agency on title in the county public land records system.

All named Federal Court Defendants were properly serviced and two of the Defendants responded to this complaint while two did not.

It was after this Petitioner filed a Motion for a Default judgment to be entered against the United States and Seminole County Florida Corporations for failure to respond to this complaint, and her second Motion requesting a Motions Hearing on Fair Treatment and Honest Service, that the District Court ordered the case dismissed and closed.

The District Court order of August 26, 2024, reasoned that the Plaintiff had other motives for filing this case outside of her pleadings and that the Rooker-Feldman Doctrine prevents this Petitioner/Plaintiff from bringing this suit to Federal Court.

While the District Court advised its final order was appealable that would by judicial structure prevent the issues from being heard by a Jury, which is what this Petitioner is seeking. This government holds itself out to be devoted to servicing the public that pays for government service and this Petitioner is one of the people this government serves. See **U.S. v. Lee 106 U.S. 196 (1882)** which states;

**“Under our system the people, who are there called subjects, are the sovereign. Their rights, whether collective or individual, are not bound to give way to a sentiment of loyalty to the person of the monarch. The citizen**



**here knows no person, however near to those in power, or however powerful himself, to whom he need yield the rights which the law secures to him when it is well administered. When he, in one of the courts of competent jurisdiction, has established his right to property, [106 U.S. 196, 209] there is no reason why deference to any person, natural or artificial, not even the United States, should prevent him from using the means which the law gives him for the protection and enforcement of that right.**

This Supreme Court ruling went on to say:

**“While by the constitution the judicial department is recognized as one of the three great branches among which all the powers and functions of the government are distributed, it is inherently the weakest of them all. Dependent as its courts are for the enforcement of their judgments upon officers appointed by the executive, and removable at his pleasure, with no patronage and no control of purse or sword, their power and influence rests solely upon the public sense of the necessity for the existence of a tribunal to which all may appeal for the assertion and protection of rights guaranteed by the constitution and by the laws of the land, and on the confidence reposed in the soundness of their decisions and the purity of their motives.”**

Almost 100 years later in *Scheuer v Rhodes* 416 U S 232(1974) the court held:

**“1. The Eleventh Amendment does not in some circumstances bar an action for damages against a state official charged with depriving a person of a federal right under color of state law, and the District Court acted prematurely, and hence erroneously, in dismissing the complaints as it did without affording petitioners any opportunity by subsequent proof to establish their claims. Pp. 416 U. S. 235-238.**

**2. The immunity of officers of the executive branch of a state government for their acts is not absolute, but qualified, and of varying degree, depending upon the scope of discretion and**

**Page 416 U. S. 233**

**responsibilities of the particular office and the circumstances existing at the time the challenged action was taken. Pp. 416 U. S. 238-249.**

**471 F.2d 430, reversed and remanded.”**

The District Court’s, August 26, 2024, order also determined that the Rooker-

Feldman scenario prevents this Petitioner from going forward with her deprivations of

rights case however, fraud and deprivation of rights are exceptions to the Rooker-Feldman Doctrine.

On September 15, 2014, Trial was held in the state court. After the Plaintiff had rested their side of the case and the Trial court judge stopped the trial and made a determination that due to several violations of law and requirements, the state Plaintiff committed they had not proven standing and thereby the court dismissed the case. The state court Plaintiff then appealed that decision. **Appendix 3 (State Trial Court Ruling)** included in Petitioners Verified Complaint as Exhibit # 2, pages 46-49.

On May 6, 2016 the state appellate court opinion overturned the trial court's decision, finding that violations of state and federal laws and regulations did not prevent the court from ruling in favor of the state Plaintiff. The court also determined that they had the right to waive this Petitioner's/state court Defendant's right to present a defense before ruling against her and mandated a judgment be entered in favor of the state court Plaintiff. **Appendix 4 (State Appellate Court Mandate)** included in the Verified Complaint as Exhibit #3, pages 50-56

The state court's judgment was not only premature but it was not based on a completed trial, nor on the Federal or State Laws, nor on the merits of the case. It was based on a mandated requirement from a higher court which the lower court was compelled to follow.

This Petitioners has filed various motions, regarding judicial procedures as is her right to file in the Article III Federal District Court. She was granted the right to proceed

in forma pauperis however all of her procedural motions have gone unheard for months, especially those requesting a motions hearings. Then without so much as one hearing the District court's dismiss this case. Due process has never been effectually granted to this Petition.

This Petitioner is not asking this court to involve itself in the issues of the case before the District Court only that this Petition be granted the opportunity to have the issues of deprivation of rights heard by a jury of her peers. Who better to make that determination then people with the same rights, as the Judiciary is not the best objective judge of it's own powers and limitations. In a corporate setting the boss is the best judge of employees performance, however in the "We The People's" contract with our government, We The People reserved or ourselves the right to establish justice and we do so through trial by jury. See **Rodney Class v. United States case 16-424 (February 21, 2018)**; and **Scheuer v. Rhodes 416 U.S. 22 (1974)**

The Federal Court Law Review Article Volume 5 Issue 2 (2011) Titled "The Fraud Exception to Rooker-Feldman Doctrine advises the Judiciary:

**"B. The Fraud Exception to Res Judicata The Fourth Circuit was entirely correct that there can be an exception to res judicata based upon fraud, deception, accident, or mistake. The United States Supreme Court has stated for at least ninety years that only "in the absence of fraud or collusion" does a judgment from a court with jurisdiction operate as res judicata."**

The Article goes on to state:

**"The Florida Supreme Court, for example, defines extrinsic fraud as:**

**[T]he prevention of an unsuccessful party [from] presenting his case, by fraud or deception practiced by his adversary; keeping the opponent away**

**from court; falsely promising a compromise; ignorance of the adversary about the existence of the suit or the acts of the plaintiff; fraudulent representation of a party without his consent and connivance in his defeat; and so on.40**

**Extrinsic fraud, as its name implies, is fraud outside the workings of the case, fraud that stereotypically prevents a party from fully putting on her case or being heard by the court.”**

It is this “Extrinsic” fraud that prevents the Federal District Court from dismissing this case under the alleged Rooker-Feldman Doctrine. This extrinsic fraud can be found within the written opinion of the State Appellate Court.. This ruling acknowledges that the State’s Plaintiff violated the laws of the State of Florida and federal regulations. It also states (on page #5): **“However, the failure to perform a condition precedent was not raised in Nash’s affirmative defenses. As a result, the defense is waived.”** Due to the Trial court having been abruptly halted by the judge before the defense had been heard. This mandate in favor of the state court’s Plaintiff deprived the defending homeowner’s an opportunity to have their defense heard before judgment was passed. Clearly this Petition has the right to seek a decision from a Jury of her peers as to the interpretation of authority that the Florida Appellate Court has made regarding this homeowners right to defend her home and land before the State of Florida’s and Seminole County Judicial Officers can remove their name from the title to her property in the public land records.

See United State Supreme Court Ruling in: **Thompson v. Clark Case No. 20-659: United States v. James Good Real Property Case No. 92-1180 (December 13,**

**1998): Soldal v. Cook County 506 U.S. 56 (1992): Lebron v. National Railroad Passenger Corp. Case No. 93-1525 (February 21, 1995) .**

The state court Defendant, who is also this Petitioner and the Plaintiff in the current Federal District Court case, had a well prepared affirmative defense that has never been allowed to be presented in a court of law before the a mandated judgment awarded a win to the opposing party that admitted to violations of law. It is the opinion of the Federal District Court that this extrinsic fraud does not render the Rooker-Feldman doctrine inapplicable and therefore is judicially discretionary.

*The United State Corporation and the Seminole County Florida Corporation* failed to respond to this complaint. One of the non-responsive defendants signed and filed a Certificate of Title in the public record naming an agent of the other non-responsive defendant as the alleged current title holder of this Petitioners and her co-owners property, clearly an issue needing to be heard by a jury as government, like the Judiciary, is not the best objective judge of it own limitations to power.

This Petitioner filed the state appellate court mandate for the lower to enter a judgment as Exhibit 3 (pages 50 -57) of her original complaint. The Federal District Court, as an Article III court, has an obligation to read the state appellate court opinion before determining that Rooker-Feldman applied in this case.

This case exemplifies, like this Nation, the struggle for controlling power between corporate government and constitutional government of the people and which is the more powerful and shall therefore prevail.

We the people still have the 4<sup>th</sup>, 5<sup>th</sup>, 7<sup>th</sup> and 14<sup>th</sup> Amendments and therefore anyone facing charges that threaten to take their core rights to life, liberty or property has a right to "Due Process" which includes the right to defend themselves in a court of law, present their side of the issues, and the right to trial by jury. Rooker-Feldman can not be misused as a convenience by the court to administratively circumvent constitutionally protected rights of the people in favor of protecting financial institutions, government entities and governmental officials. This high court has repeatedly warned lower courts of that as it did in the **Exxon Mobile Corp. v. Saudi Basic Indus. Corp.** 544 U.S. 280, 284 (2005), **Lebron v. National Railroad Passenger Corp.** 5113 U.S. 374 (1995), and **Stop The Beach Renourishment Inc. v Florida EPA Case No. 08-1151 (2010)**

See this court's ruling in **Cooper v. Aaron** 358 U.S. 1 (1958) which states:

**1. This Court cannot countenance a claim by the Governor and Legislature of a State that there is no duty on state officials to obey federal court orders resting on this Court's considered interpretation of the United States Constitution in *Brown v. Board of Education***

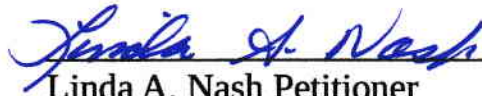
**8. The interpretation of the Fourteenth Amendment enunciated by this Court in the *Brown* case is the supreme law of the land, and Art. VI of the Constitution makes it of binding effect on the States "any Thing in the Constitution or Laws of any State to the Contrary notwithstanding." P. 358 U. S. 18.**

**9. No state legislator or executive or judicial officer can war against the Constitution without violating his solemn oath to support it. P. 358 U. S. 18.**

## REASON WHY WRIT SHOULD BE ISSUED

This Petitioner requests this honorable court to grant her this Writ of Mandamus and for this this court to find: (1) The Rooker-Feldman Doctrine does not apply to this Deprivation of Rights and Specific Performance case; (2) For the District Court to reopen this case and that the Petitioner receive fair treatment and honest service from the court; (3) That the issues involved be allowed to be presented to a jury; (4) A jury be allowed to rule on the issues and merits of this case. **See Lynch v. Household Finance Corp. 538 (1972).**

Respectfully submitted



Linda A. Nash Petitioner

**Attested to under penalty of  
perjury**

**CERTIFICATE OF SERVICE**

I, Linda A. Nash, hereby certify that I have served a true and correct copy of the foregoing to the United States Solicitor General, Elizabeth Prelogar, via priority mail at 950 Pennsylvania Ave NW Washington DC 20530-0001 and all Defendants counsel of record via their email addresses provided below in the Service List on.

November 5, 2024.



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Winter Park, Fl. 32792  
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**SERVICE LIST:**

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USPS Tracking #9114 9022 0078 9063 4700 59



# **APPENDIX 1**

CLOSED,E-FILE,IFP,JURY,PROSE-NP,TYPE-F

**U.S. District Court  
District of Columbia (Washington, DC)  
CIVIL DOCKET FOR CASE #: 1:23-cv-03134-CJN**

NASH v. UNITED STATES OF AMERICA CORP. INC et al  
Assigned to: Judge Carl J. Nichols  
Demand: \$45,000,000  
Cause: 42:1983 Civil Rights Act

Date Filed: 10/19/2023  
Date Terminated: 08/26/2024  
Jury Demand: Plaintiff  
Nature of Suit: 440 Civil Rights: Other  
Jurisdiction: Federal Question

**Plaintiff**

**LINDA A. NASH**

represented by **LINDA A. NASH**  
2136 Linden Rd.  
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407-418-8266  
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PRO SE

V.

**Defendant**

**UNITED STATES OF AMERICA  
CORP. INC**

**Defendant**

**STATE OF FLORIDA  
CORPORATION**

represented by **Blain A. Goff**  
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**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**Defendant**

**SEMINOLE COUNTY FLORIDA  
CORPORATION**

**Defendant**

**BANK OF AMERICA, N.A., INC.**

represented by **Andrew Kemp-Gerstel**  
**LIEBLER, GONZALEZ & PORTUONDO**

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 305-379-0400  
 Fax: 305-379-9626  
 Email: akg@lgplaw.com  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**Defendant****JANE AND JOHN DOES**

*Additional; to be joined as agents of the corporate defendants as well as bonded representatives*

| <b>Date Filed</b> | <b>#</b> | <b>Docket Text</b>   |
|-------------------|----------|--|
| 10/19/2023        | <u>1</u> | COMPLAINT against All Defendants ( Filing fee \$ 402, receipt number 205808) with Jury Demand filed by LINDA A. NASH. (Attachments: # <u>1</u> Exhibit, # <u>2</u> Exhibit, # <u>3</u> Exhibit, # <u>4</u> Exhibit, # <u>5</u> Exhibit)(mg) (Additional attachment(s) added on 10/24/2023: # <u>6</u> Civil Cover Sheet) (mg). (Entered: 10/24/2023) |
| 10/19/2023        |          | Summons (6) Issued as to All Defendants. (mg) (Entered: 10/24/2023)  |
| 10/19/2023        | <u>2</u> | NOTICE OF RELATED CASE by LINDA A. NASH. (mg) (Entered: 10/24/2023)  |
| 10/19/2023        | <u>3</u> | JURY DEMAND by LINDA A. NASH (mg) Modified event on 10/26/2023 (mg). (Entered: 10/24/2023)   |
| 10/24/2023        | <u>4</u> | MOTION for Specific Performance by LINDA A. NASH. (Attachments: # <u>1</u> Exhibit) (mg) (Entered: 10/26/2023)   |
| 10/30/2023        | <u>5</u> | MOTION for Leave to Proceed in forma pauperis by LINDA A. NASH. (mg) (Entered: 11/02/2023)   |
| 11/22/2023        |          | MINUTE ORDER. The <u>5</u> Motion for Leave to Proceed in forma pauperis is GRANTED. So ORDERED by Judge Carl J. Nichols on November 22, 2023. (lccjn2) (Entered: 11/22/2023)  |
| 11/27/2023        | <u>6</u> | NOTICE of Appearance by Blain A. Goff on behalf of STATE OF FLORIDA CORPORATION (Goff, Blain) (Entered: 11/27/2023)  |
| 11/27/2023        | <u>7</u> | First MOTION to Dismiss by STATE OF FLORIDA CORPORATION. (Attachments: # <u>1</u> Exhibit Docket MDFL 6:19-cv-885)(Goff, Blain) (Entered: 11/27/2023)  |
| 11/29/2023        | <u>8</u> | NOTICE of Appearance by Andrew Kemp-Gerstel on behalf of BANK OF AMERICA, N.A., INC. (Kemp-Gerstel, Andrew) (Entered: 11/29/2023)  |
| 11/29/2023        | <u>9</u> | MOTION to Dismiss <i>Complaint</i> by BANK OF AMERICA, N.A., INC.. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C)(Kemp-Gerstel, Andrew) (Entered: 11/29/2023)   |

|            |           |  |
|------------|-----------|--|
| 12/04/2023 | <u>10</u> | MOTION for CM/ECF Password, MOTION for Extension of Time to File Response/ Reply as to <u>7</u> First MOTION to Dismiss , <u>9</u> MOTION to Dismiss <i>Complaint</i> by LINDA A. NASH. (Attachments: # <u>1</u> Exhibit)(mg) (Entered: 12/05/2023)  |
| 12/21/2023 | <u>11</u> | Memorandum in opposition to re <u>7</u> Motion to Dismiss, <u>9</u> Motion to Dismiss filed by LINDA A. NASH. (zdp) (Entered: 12/22/2023)  |
| 12/26/2023 | <u>12</u> | RETURN OF SERVICE/AFFIDAVIT of Summons and Complaint Executed. BANK OF AMERICA, N.A., INC. served on 11/8/2023, answer due 11/29/2023; SEMINOLE COUNTY FLORIDA CORPORATION served on 11/27/2023, answer due 12/18/2023; STATE OF FLORIDA CORPORATION served on 11/6/2023, answer due 11/27/2023 (mg) (Entered: 12/29/2023)   |
| 12/26/2023 | <u>13</u> | Summons Returned Unexecuted as to UNITED STATES OF AMERICA CORP. INC. (mg) (Entered: 12/29/2023)   |
| 12/26/2023 | <u>14</u> | Memorandum in opposition to re <u>7</u> Motion to Dismiss, <u>9</u> Motion to Dismiss filed by LINDA A. NASH. (Attachments: # <u>1</u> Exhibit)(mg) (Entered: 12/29/2023)  |
| 12/26/2023 | <u>15</u> | RULE 26a1 STATEMENT. (mg) (Entered: 12/29/2023)  |
| 01/08/2024 |           | MINUTE ORDER. The Court construes the <u>10</u> motion as a motion for an extension of time to respond to the motions to dismiss and a motion for a CM/ECF password. It is ORDERED that the motion for a CM/ECF password is GRANTED. It is further ORDERED that the motion for an extension of time is granted nunc pro tunc, making the December 26, 2023 filing timely. So ORDERED by Judge Carl J. Nichols on January 8, 2024. (lcra) (Entered: 01/08/2024) |
| 01/18/2024 | <u>16</u> | MOTION to Compel by LINDA A. NASH. (mg) (Entered: 01/22/2024)  |
| 01/22/2024 | <u>17</u> | DECLARATION by LINDA A. NASH. (mg) (Entered: 01/25/2024)   |
| 04/17/2024 | <u>18</u> | MOTION to Take Judicial Notice by LINDA A. NASH. (Attachments: # <u>1</u> Exhibit) (zdp) (Entered: 04/17/2024)   |
| 04/23/2024 | <u>19</u> | SUPPLEMENTAL MEMORANDUM to re <u>18</u> Motion to Take Judicial Notice filed by LINDA A. NASH. (Attachments: # <u>1</u> Exhibit)(zdp) Modified link and docket text on 4/25/2024 (zdp). (Entered: 04/24/2024)  |
| 04/26/2024 | <u>20</u> | MOTION for Default Judgment as to by LINDA A. NASH. (zdp) (Entered: 04/30/2024)  |
| 06/17/2024 | <u>21</u> | MOTION for Order That the Court Address its Jurisdiction by LINDA A. NASH. (zdp) (Entered: 06/25/2024)   |
| 07/01/2024 | <u>22</u> | MOTION for Hearing by LINDA A. NASH. (Attachments: # <u>1</u> Exhibit)(zdp) (Entered: 07/03/2024)  |
| 07/17/2024 | <u>23</u> | MOTION to Take Judicial Notice by LINDA A. NASH. (zdp) (Entered: 07/19/2024)   |
| 08/26/2024 | <u>24</u> | ORDER dismissing case for lack of jurisdiction. Signed by Judge Carl J. Nichols on August 26, 2024. (lccjn2) (Entered: 08/26/2024)   |
| 09/09/2024 | <u>25</u> | MOTION for Reconsideration re <u>24</u> Order on Motion for Miscellaneous Relief, Order on Motion to Dismiss,, Order on Motion to Compel, Order on Motion to Take Judicial Notice, Order on Motion for Default Judgment, Order on Motion for Order, Order on Motion for Hearing,, MOTION to Reopen Case by LINDA A. NASH. (zdp) (Entered: 09/18/2024; 5:24 PM)   |

09/10/2024)

| <b>PACER Service Center</b> |               |                         |                   |
|-----------------------------|---------------|-------------------------|-------------------|
| <b>Transaction Receipt</b>  |               |                         |                   |
| 09/18/2024 17:22:32         |               |                         |                   |
| <b>PACER Login:</b>         | lindanash     | <b>Client Code:</b>     |                   |
| <b>Description:</b>         | Docket Report | <b>Search Criteria:</b> | 1:23-cv-03134-CJN |
| <b>Billable Pages:</b>      | 3             | <b>Cost:</b>            | 0.30              |

# **APPENDIX 2**

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

LINDA A. NASH,

*Plaintiff,*

v.

UNITED STATES OF AMERICA CORP.,  
et al.,

*Defendants.*

Civil Action No. 1:23-cv-03134 (CJN)

**ORDER**

In November 2011, Bank of America filed a foreclosure complaint against Linda Nash in the Eighteenth Judicial Circuit Court of Florida. The case went to trial and Bank of America lost, but on appeal, Florida's Fifth District Court of Appeal reversed. The state trial court then entered judgment in the bank's favor. Nash responded by filing a federal lawsuit in the Middle District of Florida, which the court dismissed for lack of subject matter jurisdiction. *See Nash v. State*, 2019 WL 13400383 (M.D. Fla. 2019). The Eleventh Circuit affirmed, reasoning that Nash's lawsuit, which brought constitutional challenges to the state court's foreclosure suit, was barred by the *Rooker-Feldman* doctrine. *See Nash v. Fifth Dist. Court of Appeals*, 806 F. App'x 870, 873 (11th Cir. 2020).

Nash then brought this *pro se* complaint against Bank of America and various governments. The complaint does not clearly lay out a legal theory. What it does make clear, however, is what relief Nash seeks: an "injunction for estoppel of state court proceedings based on violations of" her rights and an opportunity to receive a federal trial "on the issues regarding her

lawful ownership of this privately owned parcel of American Soil and home without government interference.” See Compl., ECF No. 1, at 2, 9.

The *Rooker-Feldman* doctrine prevents courts from hearing suits “brought by state-court losers complaining of injuries caused by state-court judgments rendered before the district court proceedings commenced and inviting district court review and rejection of those judgments.” *Exxon Mobil Corp. v. Saudi Basic Indus. Corp.*, 544 U.S. 280, 284 (2005).

This case falls squarely within *Rooker-Feldman*. Nash received an unfavorable state court judgment and then brought this federal lawsuit to challenge that judgment. Moreover, she challenges the state court judgment on the ground that it was obtained using forged documents—an argument that she acknowledges the state trial court already denied. See Compl. at 6–7. This lawsuit is therefore little more than an attempt to appeal the state court’s ruling to a federal district court. See *Hunter v. U.S. Bank Nat. Ass’n*, 698 F. Supp. 2d 94, 100 (D.D.C. 2010) (“Although [the plaintiff’s] quiet title claim is not styled as an appeal from the foreclosure action, it is clear from the Complaint that [his] claim is based entirely on the alleged impropriety of the foreclosure.”). The U.S. Supreme Court can hear such appeals, see 28 U.S.C. § 1257, but *Rooker-Feldman* prevents district courts from doing the same.

Nash has also filed a panoply of other motions moving the Court to, among other things, enter default judgment and answer questions about its adherence to the Constitution. Because the Court dismisses this case for lack of jurisdiction, it denies those motions as moot.

Accordingly, it is hereby

**ORDERED** that the Motions to Dismiss, ECF Nos. 7 and 9, are **GRANTED**; and it is further



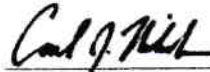
**ORDERED** that the Motion for Specific Performance, Motion to Compel, Motion for Default Judgment, Motion for Order That the Court Address its Jurisdiction, Motion for Hearing, and Motions to Take Judicial Notice, ECF Nos. 4, 16, 18, and 20–23, are **DENIED**; and it is further

**ORDERED** that the case is **DISMISSED** without prejudice.

This is a final appealable order.

The Clerk is directed to terminate the case.

DATE: August 26, 2024



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CARL J. NICHOLS  
United States District Judge

# **APPENDIX 3**

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT, IN AND FOR  
SEMINOLE COUNTY, FLORIDA

BANK OF AMERICA, N.A., SUCCESSOR  
BY MERGER TO BAC HOME LOANS  
SERVICING, LP, FKA COUNTRYWIDE  
HOME LOANS SERVICING, LP,

CASE NO. 59-2011-CA-004389  
DIVISION: 14-K

Plaintiff,

vs.

LINDA A. NASH, et al.,

Defendants.

COPY

FINAL JUDGMENT

THIS ACTION came on for Trial on September 15, 2014. All parties appeared and announced to the Court that they were ready for Trial. Plaintiff presented its case in full. After Plaintiff completed presentation of its case, and Defendant completed cross examination of Plaintiff's sole witness who was Plaintiff's representative, Chad Anderson, the Court announced that it was prepared to enter a Final Judgment based upon the evidence presented by Plaintiff, consisting of the following: a). Exhibit 1- Note, b). Exhibit 2- Mortgage, c). Exhibit 3- Notice of Intent to Accelerate, and d). Exhibit 4- Payment History, and Defendants cross examination and presentation of its Exhibit 1, the Assignment of Mortgage, without the necessity of Defendant presenting its witness and testimony,

The Courts finds as follows:

1. The Mortgage dated May 24, 2005 was executed by the Borrower, Linda A. Nash, payable to the alleged Lender, America's Wholesale Lender, which was recited to be a New York Corporation. The Mortgage recited that: "the Note states that Borrower owes Lender \$58,500.00.
2. The Note was in the amount of \$58,500.00, reciting that the alleged Lender "is America's Wholesale Lender".
3. The Note bears an endorsement -in-blank on page 3 thereof as follows: "pay to the order of ( ) without recourse" and underneath that statement, the Note purported to be endorsed by "Countrywide Home Loans, Inc., a New York Corporation doing business as America's Wholesale Lender."
4. The Plaintiff's sole witness testified that the Assignment of Mortgage presented as

Defendant's documentary evidence at the Trial, a copy of which was attached to Plaintiff's Complaint, was the only document he was aware of which purported to transfer any interest in the Mortgage, or the Note, except for the blank endorsement on page 3 of the Note, as set forth above.

5. Plaintiff's witness acknowledged that he knew of no other documents purporting to transfer any interest in the Note, or the Mortgage, which were in existence relative to any transfer of ownership interest in the Note, or the Mortgage, which Plaintiff sought to foreclose in this action.

6. On cross examination, Plaintiff's witness confirmed that he knew of no evidence of transfer of the ownership interest in the Note, other than the blank endorsement on page 3 thereof, signed on behalf of Countrywide Home Loans, Inc., DBA America's Wholesale Lender.

7. Plaintiff's witness testified that he was aware that America's Wholesale Lender was not incorporated in the year 2005 when the Note and Mortgage were signed, and that no such corporation was subsequently formed by either Countrywide Home Loans, or Bank of America, or any of their related corporate entities or agents. Plaintiff's witness also confirmed that he was aware that America's Wholesale Lender did not ever have a Lender's license in the State of Florida and did not have authority to do business in Florida, as a New York Corporation, under Florida Statute 607.1506.

8. Plaintiff's witness also testified that he has no knowledge of the existence of any document transferring any interest in the subject Mortgage Note or Mortgage from the Lender to Fannie Mae, who is alleged in the Plaintiff's Complaint to have been the owner of the Note at the time the Mortgage Foreclosure Complaint was filed.

9. The Court finds that:

- a.) America's Wholesale Lender, a New York Corporation, the "Lender", specifically named in the mortgage, did not file this action, did not appear at Trial, and did not Assign any of the interest in the mortgage.
- b.) The Note and Mortgage are void because the alleged Lender, America's Wholesale Lender, stated to be a New York Corporation, was not in fact incorporated in the year 2005 or subsequently, at any time, by either Countrywide Home Loans, or Bank of America, or any of their related corporate entities or agents.
- c.) America's Wholesale Lender, stated to be a corporation under the laws of New York, the alleged Lender in this case, was not licensed as a mortgage lender in Florida in the year 2005, or thereafter, and the alleged mortgage loan is therefore, invalid and void.

- d.) America's Wholesale Lender, stated to be a New York Corporation, did not have authority to do business in Florida under Florida Statute 607.1506 and the alleged mortgage loan is therefore invalid and void.
- e.) Plaintiff and its predecessors in interest had no right to receive payment on the mortgage loan because the loan was invalid and therefore void because the corporate mortgagee named therein, was non-existent, and no valid mortgage loan was ever held by Plaintiff or its predecessors in interest.
- f.) The alleged Assignment of Mortgage which purported to transfer interest in this mortgage to BAC Home Loans Servicing, LP, FKA Countrywide Home Loans Servicing, LP, as assignee, was invalid because Mortgage Electronic Registrations Systems, Inc. (MERS), as nominee for America's Wholesale Lender had no authority to assign the ownership interest of said mortgage, because MERS was not the owner of the subject mortgage and was only a nominee for America's Wholesale Lender, an alleged New York Corporation which was a non-existent Corporation. Said purported assignment was without authority, and therefore invalid.
- g.) Plaintiff's witness had no knowledge of who or what entity might have instructed MERS as nominee, to attempt to assign or transfer any interest in said mortgage, which in any event would have been invalid because that entity (MERS) had no ownership interest in the mortgage and was merely named as a nominee for the non-existent corporate mortgagee..

10. Based upon the foregoing, the Plaintiff, Bank of America, NA, has no standing to bring this action. The Plaintiff has no legal right to attempt to claim ownership of the subject Note and Mortgage, or any right as servicer, for some other unknown entity, and is without any legal basis to attempt to foreclose the subject Mortgage, or to collect on the Mortgage Note, because America's Wholesale Lender, a New York Corporation, did not exist in 2005, and was never formed as a Corporation by Plaintiff or its predecessors in interest. The collection of mortgage payments by the Plaintiff and its predecessors in interest, was therefore illegal and they were without any legal right to receive and use or disburse the funds therefrom on behalf of any owner of the Note and Mortgage, or any other party.

11. Defendant is therefore entitled to recover from Plaintiff, all funds reflected on Plaintiff's Exhibit 4 which Plaintiff's witness testified reflected the payment history of monies paid by Defendant to Plaintiff or its predecessors in interest, because the subject note and mortgage were invalid because the alleged mortgage lender did not exist and did not have the legal right to receive and retain or disburse said funds.

12. Defendant is also entitled to recover from Plaintiff, all costs and attorney's fees incurred by Defendant in this action pursuant to the terms and conditions of the subject Mortgage Note and Mortgage upon which Plaintiff based this action, and pursuant to the terms of Florida Statute 57.105, as the prevailing party.

13. The Court finds that the principal and interest paid by Defendant to Plaintiff, or its predecessors in interest, in the amount of \$55,680.28, as shown on Plaintiff's Exhibit 4, presented at Trial, is recoverable by Defendant from Plaintiff and Defendant is entitled to Judgment against Plaintiff in that amount of \$55,680.28, plus interest on the amount of each respective payment at the statutory rate for each year in question from the year 2005 through the date of Defendant's last payment in October, 2010, in the amount of \$8,206.87 and continuing to the date of this Final Judgment. Defendant has presented to this Court, a computation of the amount of said payments and the interest due thereon from the date of each respective payment to September 30, 2014 in the aggregate amount of \$20,000.44 with per diem at the rate of \$8.86 per day thereafter. Judgment is therefore entered for Defendant and against Plaintiff in the amount of \$55,680.28, plus interest in the amount of \$20,000.44 through September 30, 2014 for a total amount of \$75,680.72.

14. The amount of Defendant's recovery of costs and attorney's fees for which Defendant is entitled, shall be determined by this Court at a Hearing separate from the Trial, and a Supplemental Final Judgment shall be entered for such amount against Plaintiff and in favor of Defendant.

15. The Court does hereby retain jurisdiction of this case to enter Supplemental Final Judgments or Orders as this Court may deem appropriate.

DONE and ORDERED in chambers at Sanford, Seminole County, Florida, this 16<sup>th</sup> day of October, 2014.

Robert A. Lewis  
Circuit Judge  
Sen. W. R.

Copies furnished to:

John G. Pierce, Esquire, 800 N. Ferncreek Ave, Orlando, FL 32803

Ryan M. Sciortino, Esquire, 3815 S. Conway Road, Suite E, Orlando, FL 32812

Debbie Whitehead  
Judicial Asst/Attorney

# **APPENDIX 4**

**IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FIFTH DISTRICT**

**NOT FINAL UNTIL TIME EXPIRES TO  
FILE MOTION FOR REHEARING AND  
DISPOSITION THEREOF IF FILED**

**BANK OF AMERICA, N.A., ETC.,**

**Appellant,**

**v.**

Case No. 5D14-4511

**LINDA A. NASH, ET AL.,**

**Appellees.**

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**Opinion filed May 6, 2016**

**Appeal from the Circuit Court  
for Seminole County,  
Robert J. Pleus, Jr., Senior Judge.**

**Mary J. Waller, of Liebler Gonzalez  
& Portuondo, Miami, for Appellant.**

**John G. Pierce, of Pierce & Associates,  
PLC, Orlando, for Appellee, Linda A. Nash.**

**Shawn Timothy Newman, Olympia, Pro  
Hac Vice, for Appellee, Homeowners  
SuperPAC.**

**PER CURIAM.**

**Bank of America, N.A. ("Bank"), as successor by merger to BAC Home Loans  
Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, appeals the trial court's final  
judgment denying its foreclosure action against Linda A. Nash, invalidating the note and**

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mortgage, ordering a refund of all mortgage payments, and awarding attorney's fees to Nash. We reverse.

In 2005, Nash executed a promissory note secured by a mortgage in favor of America's Wholesale Lender ("AWL"). Countrywide Home Loans, Inc., "a New York Corporation Doing Business as America's Wholesale Lender," subsequently indorsed the note in blank, and MERS, as nominee for AWL, assigned the mortgage to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loan Servicing, LP ("BAC"). In 2010, BAC sent a notice of default to Nash. When Nash failed to cure the default, Bank, successor by merger to BAC, filed a mortgage foreclosure complaint against her, alleging that all conditions precedent had been performed. Copies of the original mortgage and note, acceleration notice, and assignment of mortgage were attached to the complaint. Nash filed an answer and affirmative defenses, alleging that Bank did not have standing to foreclose and that the note and mortgage were invalid because both documents and the indorsement delineated AWL as both a corporation and a fictitious name.

Following a trial, the trial court entered a final judgment in favor of Nash, finding that Bank did not have standing to bring the action and that the note and mortgage were void because AWL was not incorporated when the loan was made, was not a licensed mortgage lender in Florida, and did not have authority to do business in Florida. The trial court then ordered Bank to repay to Nash all sums that she had paid on the note and mortgage as well as her attorney's fees.

"A crucial element in any mortgage foreclosure proceeding is that the party seeking foreclosure must demonstrate that it has standing to foreclose." McLean v. JP

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Morgan Chase Bank Nat'l Ass'n, 79 So. 3d 170, 173 (Fla. 4th DCA 2012) (finding that, to establish standing, plaintiff must show it held or owned note at time complaint was filed). Under section 673.3011, Florida Statutes (2011), a person entitled to enforce the note and foreclose on a mortgage is the holder of the note, a non-holder in possession of the note who has the rights of a holder, or a person not in possession of the note who is entitled to enforce under section 673.3091, Florida Statutes. Thus, "[t]he party that holds the note and mortgage in question has standing to bring and maintain a foreclosure action." Deutsche Bank Nat'l Tr. Co. v. Lippi, 78 So. 3d 81, 84 (Fla. 5th DCA 2012). If the note does not name the plaintiff as the payee, the note must bear a special indorsement in favor of the plaintiff or a blank indorsement. See Riggs v. Aurora Loan Servs., LLC, 36 So. 3d 932, 933 (Fla. 4th DCA 2010).

"A trial court's decision as to whether a party has satisfied the standing requirement is reviewed de novo." Sosa v. Safeway Premium Fin. Co., 73 So. 3d 91, 116 (Fla. 2011). We conclude that the trial court erred in finding that Bank did not have standing to bring this action. According to the unrebutted testimony from Chad Anderson, a mortgage resolution associate with Bank who was familiar with the subject loan and its records, Bank, or entities that merged into Bank, had always serviced the loan. He identified AWL as the original lender and Countrywide as the original loan servicer. He testified that AWL was "a business entity or a business name under Countrywide" and that Countrywide, a New York corporation, was doing business as AWL. Mr. Anderson testified that Countrywide serviced the loan from commencement until April 27, 2008, when its name changed to BAC. In July 2011, BAC merged into

Bank. Thus, the evidence shows that the loan was never transferred, and Bank, as a result of the merger with BAC, had standing to foreclose.

In its final judgment, the trial court also found that AWL was not licensed or authorized to do business in Florida. This was not raised as an affirmative defense, and no record evidence establishes that AWL or Countrywide was not licensed as a mortgage lender in 2005. Even if AWL was required to obtain a license and did not do so, disciplinary measures for such a violation would include, among others, a fine or reprimand.<sup>1</sup> §§ 494.0025, 494.0072, Fla. Stat. (2005). The failure to comply with the licensing requirement would "not affect the validity or enforceability of any mortgage loan . . . ." § 494.0022, Fla. Stat. (2005). Likewise, while section 607.1501(1), Florida Statutes (2005), prohibits a foreign corporation from transacting business in Florida until it obtains a certificate of authority from the Department of State, activities including

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<sup>1</sup> While it is unlawful for any person to act as a mortgage lender in Florida without a current active license, see section 494.0025(1), Florida Statutes (2005), there are exceptions for

- (a) A bank, bank holding company, trust company, savings and loan association, savings bank, credit union, or insurance company if the insurance company is duly licensed in this state.
- (b) Any person acting in a fiduciary capacity conferred by authority of any court.
- (c) A wholly owned bank holding company subsidiary or a wholly owned savings and loan association holding company subsidiary that is approved or certified by the Department of Housing and Urban Development, the Veterans Administration, the Government National Mortgage Association, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation.

§ 494.006(1)(a)-(c), Fla. Stat. (2005).

"[c]reating or acquiring indebtedness, mortgages, and security interests in real or personal property" or "[s]ecuring or collecting debts or enforcing mortgages and security interests in property securing the debts" do not constitute transacting business. § 607.1501(2)(g), (h), Fla. Stat. (2005). Thus, even assuming AWL/Countrywide was a foreign corporation, it did not need to obtain a certificate of authority in order to create or enforce a mortgage or note.

The only remaining issue concerns Nash's claim that AWL was a fictitious name for Countrywide, if Countrywide failed to register that name. A person may not engage in business under a fictitious name unless the name is registered with the Division of Corporations of the Department of State. § 865.09(3), Fla. Stat. (2005). If a business fails to comply, it and any successors or assigns may not maintain any action, suit, or proceeding in any court. Id. § 865.09(9)(a). Here, there is no evidence to suggest that Countrywide failed to register AWL as a fictitious name, but, even so, such a failure to register "does not impair the validity of any contract, deed, mortgage, security interest, lien, or act of such business and does not prevent such business from defending any action, suit, or proceeding in any court of this state." Id. § 865.09(9)(b).

The trial court also found that a condition precedent of the foreclosure had not been met because there was no receipt of the default letter. However, the failure to perform a condition precedent was not raised in Nash's affirmative defenses. As a result, the defense is waived. Fla. R. Civ. P. 1.140(h). Even had it been properly raised, it was meritless.

According to Mr. Anderson, the default letter was mailed to Nash at her designated mailing address. The trial court's conclusion that Bank was required to

establish proof of delivery in order to establish that it met all required conditions precedent to foreclosure was misplaced. Here, the note states that

[u]nless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Thus, under the note, notices may be mailed to the property address or to a different address, if designated. Bank did so. The fact that the letter may not have been received is irrelevant.

Bank also argues that the trial court erred by granting relief beyond Nash's pleadings, specifically, by invalidating the note and mortgage and ordering Bank to return all prior mortgage payments when Nash never requested this relief. "A trial court is without jurisdiction to award relief that was not requested in the pleadings or tried by consent." Wachovia Mortg. Corp. v. Posti, 166 So. 3d 944, 945 (Fla. 4th DCA 2015). Therefore, "a judgment which grants relief wholly outside the pleadings is void." Bank of N.Y. Mellon v. Reyes, 126 So. 3d 304, 309 (Fla. 3d DCA 2013); see Mulne v. Sea-Tech Constr. Inc., 84 So. 3d 1247, 1249 (Fla. 4th DCA 2012). Further, granting relief, which was neither requested by appropriate pleadings, nor tried by consent, is a violation of due process. Posti, 166 So. 3d at 945-46. Pleadings sufficient to invoke a court's jurisdiction, according to the rules of civil procedure, include a complaint, petition, counterclaim, crossclaim, and a third-party complaint. Fla. R. Civ. P. 1.100(a).

We agree that the trial court erred by granting relief that was outside the scope of the pleadings. Nash alleged in her answer and affirmative defenses that the note and mortgage were invalid, but no request for repayment was pled.

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For these reasons, we reverse the judgment in favor of Nash and remand for entry of judgment in favor of Bank. We also reverse the award of attorney's fees in favor of Nash.

**REVERSED and REMANDED.**

**ORFINGER, BERGER and EDWARDS, JJ., concur.**

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