

- World Injustice Tribunal -

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Jan 31, 2015

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SOUTH FLORIDA BANKRUPTCY COURT

Ft. Lauderdale, Florida

In re: Dalimil Janata

Case No : 06 – 11562 – RBR / JKO

Judge : John K. OLSON

Leonid Omega, VS Trust, EHQP Trust, George F Starman
Claude ALLI Trust, Michael Maggio, DMAQ Trust, Daniel
Gamo, United Benefit Trust, Equity Services Ltd., QUQ Trust,
John Smith, Dalimil Janata, et. al.

Jan 31, 2014

/ Plaintiffs / Creditors / Victims

6 pages & 4 Exhibits

DEFAULT FINAL JUDGMENT :

Total 8 pages

Reversing 2006 Voluntary, Unlawful Chapter -7 Bankruptcy aka Bankruptcy Crime

This action is brought under the Bankruptcy Law, Federal Tort Claims Act, The United States/State of Florida Constitutions, in Common law & Equity
THIS CAUSE having come to be determined pursuant to Plaintiffs'/Creditors' Dec 14, 2014 **Motion to Assume Jurisdiction and for Summary DFJ** and April, 2014 PETITION TO RESTORE HOMESTEAD TAKEN VIA JUDICIAL ERRORS IN 2007 and PETITION TO REVERSE FALSE, NO-CAUSE 2007 BANKRUPTCY and TO RESTORE RULE OF LAW, REPUTATION and HONOR of the COURT... and for ACQUITTAL OF "DEBTOR", and, later yet MOTION FOR ORDER TO DISBURSE EXEMPT FUNDS AND ASSETS (Exh. A to D ¹) as well as other related motions filed / pending in USDC FL South (and 11 USCA), and the World Injustice Tribunal having reviewed the same and being otherwise fully advised in the premises, and Law having been duly applied, it is hereby **ORDERED AND ADJUDGED :**

1. The Chap. 7 bankruptcy proceedings 06-11562-RBR/JKO together with any and all its adversary cases are hereby declared invalid and ineffective ab initio; their respective results, judgments, and orders are vacated, voided, annulled and reversed; the executions thereof ordered stayed and directed to be undone or financially redressed, rectified, offset, and settled together with award of damages to Plaintiffs/Creditors/Victims ("Plaintiffs") according to law and justice. **As such, this order also**

- a) vacates any order, judgment, or transfer ordered under § 522(i)(1), 542, 550, or 553 of Bptcy Code
- b) reverts all the properties of the subject Ch-7 Estate in the entities in which such property was vested immediately before the commencement of the subject Ch-7 case on April 26, 2006
- c) reinstates any transfer avoided under sections 522, 544, 545, 547, 548, 549 or 724(a) herein
- d) In particular, **this order vacates** all the 24 (twenty four) counts of property interest transfers into the invalid Chapter-7 Bankruptcy Estate as granted in 2 successive Orders of Dec 18, 2006, to wit

A. Order granting, in part, DEFAULT FINAL JUDGMENT (C.P. #20) regarding counts I, II, III, IV, VIII, XVI, XVII, XVIII, XIX, XX, and XXI of the plaintiff's complaint.

B. DEFAULT FINAL JUDGMENT (C.P. #20) REGARDING COUNTS V, VI, VII, IX, X, XI, XII, XIII, XIV, XV, XXII, XXIII, and XXIV of the ¶'s complaint Adv. No: 06-01927-JKO, both having been heard on The Trustee's Motion for Default Final Judgment (C.P.#20), declaring them hereby invalid, ineffective, unenforceable, and void ab initio (from the beginning).

¹ Exhibit "D" are e-mail messages of the Ch-7 operator(s) [name withheld] sent to the (non)Debtor.

2. The above 24 counts of property interests shall revert to their former lawful holders, which include two separate homesteads at 1945/47/51/53 Taft St, Hollywood, FL, and interests of (cf Orders of par. 1)

i. DMAQ Trust, United Benefit Trust, Equity Services Ltd., John Smith; Daniel Gamo, Dalimil Janata

ii. QUQ Trust, VS Trust, EHQP Trust, Quest Academy Foundation, George F Starman, Claude ALLI Trust, and Michael Maggio **NOTE : None of these 13 entities/individuals have been paid a penny.**

3. The 2007 courtroom sales of Chapter-7 Estate properties in Hollywood, Florida, are declared not valid, lawful, effective, or executable. The respective Trustee's Deeds are pronounced invalid and void.

Dollar amounts awarded for losses from the wrongful Bankruptcy Estate sales :

a. Sale of 2 Homesteads at 1945-47 Taft St (owner D. Janata) and **1953 Taft St incl. 1701 N 20 Ave** (owner: Claude Alli Trust) see Trustee's Final Account ("Report") Exh. 8, Items 1 and 21 (pp. 9, 10)

Both Sold to: Musa & Siham FARRAJ, 1750 NE 115 St, Miami, FL 33181, Fee simple, TD (trustee deed by Moffa & Bonacquisti, dated May 31, 2007, recorded June 22, 2007), sale prices **\$165,000 each**

Atty: Tyler Adam GOLD P.A., 1000 So Pine Island Rd #310, Plantation, FL 33324 – T. 954-565-5577, Fx 954-565-3399, **tyler @ tylergoldpa.com** . Total with 9% interest from Oct 3, 2006 = **\$ 577,490.10**

NOTE: The 2-nd homestead belonged to an estate creditor, who worked with (not for) the Debtor as his home was next to the latter's homestead, and who was taken for an insider instead of an investor in error.

b. Sale of 2205 Fillmore St and 2207 Fillmore St (owned by VS Trust) **Note.** ++ = interest (not avail.)

Both Sold to: Giral Properties, LLC, 1909 Tyler St #600, Hollywood, FL 33020, sale price **\$850,000++.** TD (Trustee's deed by Moffa & Bonacquisti) dated May 2, 2007 (recorded May 22), grantors Kapila-Janata-Gamo, see Report, Exhibit 8, page 10, Item 24. With 9% interest from Oct 3, 2006 : **\$1,487,474.50**

c. Sale of 2137 Hayes St and 1101 N 22 Ave, Hollywood, FL 33020 (owner Daniel Gamo)

Both Sold to: S&A Capital Partners, Inc., 2101 NW Corporate Boulevard #320, Boca Raton , FL 33431 TD on Dec 22, 2006, for \$795,000) Sold to: Insure All Insurance Agency Inc., P. O. Box 370968, Miami, FL 33137 for **\$1,400,000.** (WD on Mar 26, 2007), see Report, Exhibit 8, Item 22. W/ interest from Oct 3, 2006 to Feb 3, 2015 = **\$2,449,958** (two million four hundred forty nine thousand nine hundred fifty eight)

Note: The judicial 9% interest represents at the same time the capitalization of the investment.

4. City of Hollywood shall reimburse the Debtor & Plaintiffs/Creditors an amount of **\$ 465,- 899. 42** (four hundred sixty five thousand eight hundred ninety nine + 42/xx) dollars paid to it from the Estate undistributed profits and held in its escrow as the non-Debtor's surplus Equity together with 9% interest from Oct 3, 2006 through Feb 3, 2015 or a total of **\$ 815,310** (eight hundred fifteen thousand three hundred and ten dollars and no/xx). In **Feb 2015** Hollywood was offered a Settlement proposal, whereby the Debtor & Plaintiffs / Creditors suggested a reduced amount of **\$ 627,533.90** using only 4% of lower, commercial-loan interest and adjustment for inflation (10.693%) from 2009/2015. If accepted, let it be effected.

The respective calculation:

a. The interest on the "loan". If considered a "loan", it would appear reasonable to consider the average commercial loan interest (based on the prime lending rate) over the last 6 years. Beginning Jan 2009 through Jan 2015 this rate has been a steady 3.25 % with corresponding lending rates averaging ca 4%. This adds an amount of \$ 111,815.86 (6 x 4% = 24%) to the principal for a total of **\$ 577,715.28**

b. Adjustment for inflation. U.S. Bureau of Labor Statistics (www.bls.gov) uses the Consumer Price Index (CPI) calculation to arrive at an inflation amount of **8,936 %** from 2009 to 2015 while www.DaveManual.com uses another approach to yield a plausible **12.45 %** over the said 6 years. Taking an average of **10.693 %** we add another \$ 49,818.62 to get an **aggregate adjusted claim** of **\$ 627,533.90** (six hundred twenty seven thousand five hundred thirty three dollars and 90/xx).

5. Trustee Soneet R. Kapila and his counsel John A. Moffa w/ Moffa & Bonacquisti, shall reimburse Plaintiffs their respective fees and cost paid to them from the Estate, i. e. **\$74,356** and

\$183,866.50 respectively, with **9% interest** thereon calculated from Oct 3, 2006 to Feb 3, 2015 (74.997%) or **\$130,120.77** and **\$ 321,760.86** respectively.

6. Plaintiffs' counsel, David M. Brown, Esq. shall reimburse Plaintiffs the retainer of **\$29,300** with interest **\$ 51,274**, for 'pretending' to litigate the baseless fiction case against their interest.

NOTE. Any awards not recovered above will be born by the United States under the FTC Act.

Other claims granted.

7. **Loss of:** rental R.E. business worth **\$2,250,000** (QUQ Trust, VS Trust, C. Alli Trust - cap rate 8.0%); the Repair/Maintenance&Management business (DMAQ Trust) worth together with all its tools, machines, cars, materials, parts, supplies and other equipment **\$275,000**; **Five Administrative/Accounting/Legal Offices** worth **\$ 180,000**; Quest Academy Foundation worth **\$ 500,000**; net rents and business profit over 8-1/3 years totaling **\$ 1,750,000**; (counter)claim vs. City of Hwd worth **\$ 225,000**; pending claim vs. U.S. Customs **\$337,622** (amount as of Feb 22, 2008, see USDC So Fla No 03-20412, USA 11 No. 05-12492, US Supreme Court, 05-9912 punitive damages \$10M not included) now worth **\$ 550,323.86** (w/ 9% interest to Feb 22, 2015)

8. **Exempt Funds/Assets** (See Nov 2014 Motion For Authorization / Order To Disburse Same)

i) 'Assets Exempt' (p. 1 of the Trustee's Final Account) **\$59,710** ii) 'Assets Abandoned' **\$3,327.50** iii) Scooter (value **\$1,600** to Debtor!) - iv) Cash on Hand (**\$25**), WAMU Bank Checking (**\$75**) Te-co Gas Co (**\$50**), Household Goods&Furnishings (**\$400**), Books (**\$100**, among which the complete Fla Case Law library [ca 700 volumes], West's Federal Digest, and Encyclopedia Brittanica [approx. 30 or 40 volumes], reference books, dictionaries, manuals, repair books, maintenance guides, technical and scientific books, own valuable manuscripts of little value to anyone but the Debtor: **\$7,500**), clothing (**\$10**) = a total of **\$ 72,697.50**. With 9% interest **\$ 127,218.44**

9. **Other from Final Account. \$ 0.00** ("Possible Counterclaim against City of Hollywood", Trustee's Final Account, Exhibit 8, Item 9, already included in the aggregate above), **\$ 383.59** (Report, Exhibit 8, Item 12), **\$20,826.07** (Rent Fillmore St property, Report, Exh. 8, Item 16), **\$ 18,113.97** (Turnover of Funds from former Receiver, Report Exhibit 8, Item 17), **\$ 980** (Report, Exhibit 8, Item 20), **\$ 100** (Report, Exhibit 8, Item 23), **\$ 100** (Report, Exhibit 9, Item 23), **\$ 65,928.79** (Cash Receipts, Report, Exhibit 9, page 12), **\$ 508,907.8** not counted (Exhibit 9, p. 2/2) = **\$ 106,432.82**

10. All above figures add up to the aggregate claim of par. 3 to 9 yielding **\$ 11,797,363.35** (eleven million six hundred eighteen thousand eight hundred and seventy dollars rounded to \$1)

11. **Less Obligations paid.** First mortgages at properties of par. 3 above : **\$ 40,850.95** (Robert & Lise Jacques), **\$ 363,050** (Colonial Bank) **\$ 5,550** (Jay Euster, 2-nd m. on Belview Apts)

NOTE. Reversal of some or most of the Estate sales and transfers may not be feasible, practical, wise, or legal for having been made in good faith and other considerations. Hence, a monetary settlement in the amount of up to **\$11,728,495** (=100%, plus ½ % towards the cost of procurement of replacements, being no more than \$58,350) shall take place instead of the non-reversible transactions.

12. The cost of action totaling **\$ 375,000** is awarded to the Debtor and Plaintiffs.

13. Any above damages not recovered otherwise shall be born and covered by the United States

14. The United States shall pay the Debtor and Plaintiffs a flat amount of **\$ 20,000,000.00** (Twenty Million dollars only) in damages in addition to the above (see par. k. below).

15. **Hence, max. award to Plaintiffs comprises USD 31,728,495 plus cost USD 375,000.**

Note : All or part may be repaid, at the option of Plaintiffs, by installments.

Findings, Grounds, Reasoning, and Opinion.

435 Court papers were filed in 41 mos. 55 more were filed with USDC in 2007-08 but never acknowledged or docketed, i. e., they were all flatly ignored, disregarded, discarded ...

a. The USDCourt, Ft Lauderdale, Florida received the above 2 Petitions to Reopen and Reverse the Subject Chapter 7 pursuant to Bptcy Code § 350(b) in late **April 2014**, 8 years after the initial Chapter 7 filing and 5 years and 2-1/2 months after the distribution of the Estate proceeds and acknowledged the receipt of at least one of them. The court did not act or otherwise respond within 30 days and an automatic 30-day extension applied. Thereafter, 100 more days passed and other related Motions were submitted. 100 more days went by and the USDC admitted merits of the Petitions by opting for default. Equally silent remained the other 2 venues in W. P. Beach and Miami and the 11th USCA, who all received at least one Motion (Such as, e. g., Motion for Authorization/Order to Disburse Exempt Funds and Assets). As such, Rule of Law prevailed and, becoming operational, effected a ruling favorable to Plaintiffs via the instant Default Final Judgment of Reversal.

In determining the cause, the W. I. T. consulted the ample court record to arrive at the following findings:

b. False Bankruptcy. The subject Chapter 7 proceedings have been found without basis in fact or law by virtue of lacking causes of action for bankruptcy. As **no adjudication of Debtor Status** had taken place (refer to early Docket), **no less the mandatory credit counseling or his budget analysis** (Bptcy Code, § 109 (h)(1)), there was no Debtor within the meaning of the Bankruptcy Law and no actual case before the court from the beginning. Likewise, no Bankruptcy Estate in which to receive any property ever lawfully existed. Moreover, there were no creditors demanding their dues either and the proceedings took place only as a false, fictitious exercise outside of law, having no relation to, or effect on, reality.

Note: In particular, **no insolvency** on the part of the named Debtor was found or established to exist. As the surplus of money eventually generated by the Estate sales suggests, there was likewise **no lack of assets**. In fact, after the Estate assets were sold, some below the market in auction-type courtroom sales or as realtor-assisted transactions, and "all creditors had been paid in full" as well together with subordinate (such as 'paper') creditors, hired real-estate sales people, attorneys, the trustee, and the court, there were monies left. Those **surplus monies** induced the Trustee attorney, John A. Moffa, to file his Motion for Fee Enhancement in the amount of no less than \$99,240 and he did actually receive **\$30,000** in addition to his previous fees of at least \$ 153,866.50 (See DE # 407).

DE # 407 states on page 3. *"The Bankruptcy Estate ultimately realized sufficient funds to pay all general unsecured creditors as well as a residue capable of satisfying in part the claims of various subordinate creditors. The results obtained here were remarkable ..."*

To this, let us point out, that the '*results were remarkable*' as various assets not owned by the (non)Debtor were also included and sold (his neighbor's homestead!, 4ct Apt Houses) **while several secured creditors did not get paid at all without justification, and neither did the alleged 'Debtor' receive his exempt homestead or other exempt items** (See his Nov 20-14 (7 years later) "Motion For Authorization/Order To Disburse Exempt Funds And Assets") As for the above 'residue' let us quote from the latter

"After the court, the Trustee, his management company as well as his counsel, and all creditors had been paid in full, (even the unsecured and 'various subordinate creditors', DE # 407, p. 3, par. 3 and footnote), there remained an amount of \$ 465,899.42 which was left with the City of Hollywood, a non-Creditor² in escrow (Report, page 8, Exhibit 7, 4 payouts; and DE # 407, p. 2, par. 1)."

This further illustrates that the court did not conduct any true, real or legitimate bankruptcy.

c. As a result, the ensuing Chapter 7 Estate was improperly set up and did not actually exist except as a figment of imaginative legal (mis)construction. Most transfers of interests into the

² City of Hollywood may have maintained certain paper liens on its file (variously contested in the prior years in courts but never proved by the City to legally exist or be valid) but it never showed up in the case as a creditor nor did it file any claims by the deadline (to the best of the knowledge and belief of the Debtor and by the court record) -- In fact, City of Hollywood had listed, without support, total 'claims' in the amount of **\$ 7,295,004.85** with the Estate at the final accounting (see Trustee's Final Account /Report/, Doc 429, Filed 12/02/09). These were no real debts, though.

Chapter-7 Estate were, in addition, carried out based on incorrect, truncated, or misconstrued application of pertinent law to fabricated or adjudged (!) facts via arbitrary, faulty reasoning, and would not have been proper even if there had been a legally valid Estate into which to transfer, which there was, however, none. Let us present an example of such a „transfer“ to show the stratagems used.

d. In his adversary Complaint of Dec 5, 2006, the Trustee states, by and through John Moffa, Esq., untrue, arbitrary, unsupported, merely wishful (i. e. the ones he seeks to obtain as judgment) facts which he then just asks the judge to confirm or „declare“ to be so. Two illustrations:

A. Count I – Declaratory Judgment *[Comments in italics]*

“13. P. Jydeco Trust is the record owner of real property *[Not true. Why, P. Jydeco did not even exist! In fact, never existed. And P. Jydeco was long not in county records. It had been there for a while, as a phantom, an intention, but then the transfer was cancelled and reversed.]* located at 1945-47 Taft Street, Hollywood, FL 33020, with the legal description of Lot 2, Block 34, North Hollywood, Plat Book 4, Page 1 of the records of Broward County, Florida.

14. The P. Jydeco Trust is an entity created by the Debtor with the intent to hinder, delay and/or defraud his creditors. *[Copied from the Bptcy Code, see below. But the code says “IF Debtor intended ..” (which must be, of course, shown!) and not that this Debtor actually did intend so, and hence no further proof is needed. A real highlight of both legal and logical “reasoning”!]*

15. The P. Jydeco Trust is the alter ego of the Debtor and is property of the Bankruptcy Estate. *[How so?]* WHEREFORE, the Plaintiff requests that this Honorable Court enter Judgment in favor of the Plaintiff declaring that the P. Jydeco Trust is the alter ego of the Debtor and is property of the Bankruptcy Estate. *[Why declare it? Is it not a fact stated already (w/o support) in par. 15 above? Further, we assert here also that the P. Jydeco is 'property of the estate', but then do we not seek rather the transfer of the property allegedly titled in P. Jydeco Trust? Or, maybe it does not matter? And trust cannot be owned, let alone one that did not and does not exist. It was a mere idea that never materialized. Moffa, however, knows that few will be able or willing to read this, think it, or understand its meaning.]”*

B. The Warped Magic the Trustee executes: In his Motion he states (text of motion thereafter)

- i. **the judgment he seeks up front as a fact** „the [subject] transfer is avoidable transfer“ since
- ii. „the Debtor received less than pursuant to 11 USC ...[sic!]“ i. e. not based on an evidence showing how much he received and that it was less than a fair value found from an appraisal .. ! **and then, w/out any support:** “intended to incur debts he would not be able to pay ??” Let us Quote in full (here, the italics highlight the refuted, disproved, and controverted statements):

Count III and IV ³ - AVOIDABLE TRANSFER(s) PURSUANT TO

11 U.S.C. § 544(b) AND FLORIDA STATUTE § 726.105(1)(b)

“18. The Plaintiff realleges paragraphs 1 through 11 above.

19. The Debtor’s transfer of the real property located at 1945-47 Taft Street, Hollywood, FL 33020, with the legal description of Lot 2, Block 34, North Hollywood, Plat Book 4, Page 1 of the records of Broward County, Florida, to the Defendant ***is avoidable transfer, since pursuant to 11 U.S.C. § 544(b) and Florida Statute § 726.105(1)(b) the Debtor received less than a reasonably equivalent value in exchange*** for the transfers and

Count III: ***intended to incur, or believed or reasonably should have believed that the Debtor would incur, debts that would be beyond the Debtor's ability to pay as such debts became due.***

Ct IV: ***the Debtor was insolvent at that time or the Debtor became insolvent as a result of the transfers.***

WHEREFORE, the Plaintiff requests that this Honorable Court ***enter an Order avoiding the transfer of the real property from the Debtor to the Defendant as avoidable transfer***, pursuant to 11 U.S.C. §

³ See the distinction of the 2 – otherwise identical – counts in the text.

544(b) and Florida Statute § 726.105(1)(b)“

Now let us compare. The 2005 USC Title 11 does state in pertinent Section :

§ 548. (a) (1) The trustee may avoid any transfer of an interest of the debtor in property, or any obligation incurred by the debtor, that was made or incurred on or within 2 years before the date of the filing of the petition, **if** the debtor voluntarily or involuntarily -

(A) made such transfer or incurred such obligation with actual intent to hinder, delay, or defraud any entity to which the debtor was or became, on or after the date that such transfer was made or such obligation was incurred, indebted; or

(B) (i) received less than a reasonably equivalent value in exchange for such transfer or obligation; and (ii) (I) was insolvent on the date that such transfer was made or such obligation was incurred, or became insolvent as a result of such transfer or obligation;

(II) intended to incur, or believed that the debtor would incur, debts that would be beyond the debtor's ability to pay as such debts matured; or ...

e. Finally, § 548(a)(1) above specifically allows only avoidance of transfers that occurred w/ in the 2 years prior to the filing for bankruptcy. The subject P. Jydeco, if it had ever existed, which it had not, received the homestead 2 years and 9 months before the filing. Namely, as the Trustee says in par. 10 of the complaint:

*“10. On **July 29, 2003**, the Debtor conveyed the real property located at 1945-47 Taft St, Hollywood, FL 33020, with the legal description of Lot 2, Block 34, North Hollywood, Plat Book 4, Page 1 of the records of Broward County, Florida, to P. Jydeco Trust. A copy of the **Quitclaim Deed is attached as Exhibit “A”.**”*

To sum it up: The Trustee is '**avoiding**' here the failed transfer of absent (non)Debtor's

- i. exempted homesteaded property into P. Jydeco Trust (July 2003)
- ii. which transfer never legally happened (there was no Trust Document or trustee)
- iii. which (2003) transfer was thereafter for that reason even duly revoked/reversed
- iv. because see above (it was made to a a non-existent trust entity) and, moreover,
- v. in the distant past out of reach of the Bptcy Code (more than 2 years before filing)
- vi. followed by the Dec 7, 2006 own transfer of the homestead back into the same phantom P. J. Trust

Yes, just 2 days after the Trustee moved to avoid the imaginary transfer to P. Jydeco, the **court 'allowed' the exempted homestead to be titled back in name of the same fictional entity only to**

- vii. **put it back in the name of the Debtor a month later** (Jan 10, 2007)
- viii. and another 2 days later, by court order of Jan 12, 2007, **the property went finally into the false, fictional Estate to sell it** for profit on May 14, 2007 for **\$ 165,000.**
- ix. An yet another twist of the Law: Let us reprint from the April 2014 PETITION TO REVERSE FALSE, NO-CAUSE 2007 BANKRUPTCY and TO RESTORE RULE OF LAW, REPUTATION and HONOR of the COURT and for ACQUITTAL OF “DEBTOR”

On Dec 7, 2006, the bankruptcy court 'permitted' the non-Debtor's subject, homesteaded property to be titled in the name of P. J. Trust, that did not exist and had never existed (except as an idea, an intention). This was done to be able to say that a Trust cannot have a homestead and conveniently extinguish it. This freed it for later inclusion in the Estate and its sale (homestead cannot be sold)

Now the homestead could go back to the nonDebtor.

On Jan 10, 2007, the court found it appropriate to title the property back in the name of Janata it was using without the latter's permission to conduct the fictional proceedings. Did the court find out there was no PJ Trust, after all? Not really, it did so just to be able to include it now in the purported, fictitious Ch-7 Estate of the non-Debtor. The homestead rights were, as said, however, not restored in this reversal as they should

have been because that would preclude the inclusion of homestead in the Estate, whether true or false the latter was.

Thus, the court now transferred the subject property not only into a fictional Ch-7 Estate but the property was, or should have been, still homesteaded and, hence, exempt. However, something else happened that everybody overlooked. As the non-Debtor acquired his homestead back (from the previous owner, P. J. Trust, a real, court-incorporated Phantom) by the above court order 258 days (i. e., more than the permitted 180 days) after the original filing of Ch 7., it **could not be included in the Estate** any more being exempt therefrom. Never mind, in the fantasy, twisted world of pretense and unlaw, the way to the subsequent sale of the home was free.

f. Declaratory Judgment was not Proper and Counts 1 to 9 of are not judiciable.

Counts one through nine of the above Trustee's Complaint seeking declaratory Judgments are procedurally improper, disallowed as remedies, and cannot be adjudicated. - "A declaratory Judgment is one which declares the rights and duties, or the status, of the parties. It does not involve executory or coercive relief." The purpose of declaratory judgments is to resolve uncertainties and controversies before obligations are repudiated, rights are invaded, or wrongs are committed, i.e, in the interest of preventive justice. They must also involve a real controversy which requirement is not met herein as there is no real, underlying controversy between the Trustee and any of the trusts or transferees a legal questions of which controversy would necessitate, or give rise to, a right to a declaratory relief.⁴

In other words, a declaratory judgment cannot be used as a shortcut to transfer of property interest, as a valid substitute, or an alternative to, an entire and complex real estate transaction. In fact, declaratory judgments are used as a rule where there is no other remedy. As a basic rule, if there is such a remedy, they are not proper to use. This is a fatal defect rendering the Counts 1 to 9 non-judiciable.

g. The above no-cause, baseless **Chap. 7 was eventually dismissed by the non-Debtor on Oct 3, 2006** and the case was closed. **The court, nevertheless, resumed its courtroom activities two months later, using the non-Debtor's identity** without his knowledge or consent as well as the 'virtual reality' case, as if there had been a party and an issue before it, which there were none. For example, the court then **denied the Discharge** of the 'borrowed identity' of the non-Debtor, which discharge the latter did not seek or need. the non-case was continued under the (non)Debtor's borrowed identity and **under color of bankruptcy law as a fantasy spectacle** in the deserted courtroom with only the court, the trustee, and the portfolio of hapless properties in attendance. As such, **the litigation, same as the case, was moot.** It sought to determine a fictitious matter, which judgment if rendered for any cause could not, and cannot, have any practical effect on any controversy (such as the bankruptcy herein) even if such did exist, which it, however, did not.

h. Hence the court, which was **repeatedly disqualified** in the process, **lacked** also the requisite (in personam as well as subject matter) **jurisdiction**, rendering any and all its decisions **moot, invalid, ineffective, and void. As such they are hereby made null and void, and reversed.**

i. The above as well as other obvious, plain errors worked a stark, **multimillion miscarriage of justice** in the subject Chapter 7 case providing **convincing and irrefutable grounds for the present reversal.** [Cf. 635 Pacific Reporter 2nd, 1161, 1164; 597 Federal Reporter 2nd 1170, 1199 and 71 Pacific Reporter 2nd 220, 253-254 to cite but a scanty few]

j. Damages. The net value of the false Estate which was sold in auction (below market) or by realtor with proceeds distributed among whoever was present at that time (including "various general unsecured and subordinate creditors" as the Trustee, represented by John A. MOFFA, has put it) was in the vicinity of **\$4.5 Million. 9% interest** alone over the 8 1/3 years (simple, 75%) adds thereto another **\$3.375 Million** as of this filing. Other and further damages accrued and are listed below. They contribute another ca **\$4 M** making the aggregate tangible-asset damages

⁴ See Federal Declaratory Judgment Act' 22A Am Jur 2d' §1 at 670 ff' (a # of authorities cited).

worth close to **\$12 Million**. **Note:** As the undoing of sales from the Estate to good-faith purchasers may not be feasible, practical, proper or advisable, A monetary reward, or a combination, shall be used, or used in part, to settle the damages in execution of this order.

k. Various damages beyond the bare Estate assets had to be considered, such as consequential damages, hardships from having lost the results of 25 years of life's work (=„loss of life“), mental anguish and emotional distress, loss of rents of income properties and profits from the taken businesses, evisceration of fundamental and constitutional rights, damage to health, loss of the cases then under litigation, loss of use and beneficial enjoyment of the properties and assets, 6 years of forced exile, 8 years of life underground on zero income, detriment to quality of life, social and emotional handicap, loss of future, loss of financial independence and retirement, etc., deterioration of properties, punitive damages. As such, an additional amount of **\$20,000,000** (twenty million dollars only) to the above damages of ca \$12 million (if none of the property interests are restored) is **awarded to the two homesteaders, Dalimil Janata, Daniel. C. Gamo, and Michael A. Maggio and other 12 Plaintiffs** and creditors not included in the Estate administration and disbursement of proceeds. For their list see par. 2. above. The above award is a fair estimate of the value of other and further losses, harms, and injuries suffered by the (non)Debtor and 13 victims as a direct and proximate result of the subject **unlawful Chapter 7** proceedings, the list of which can hardly be comprehensive or complete. Unfortunately, the award can never make up for the lives lost as the direct and proximate result of the wrongful proceedings. It is up to the Debtor and Plaintiffs/Creditors to distribute the award and punitive damages among themselves.

l. The cost of this and parallel, related legal actions. Trustee plus his attorney, John A Moffa, Esq. alone were paid from the Estate a total of over **\$250,000**. Petitioners exerted arguably more of an equally if not more qualified effort and carried out more arduous litigation activities plus over a considerably longer time, even up to the present (several additional, parallel and spin-off cases litigated under dire underground conditions are also counted in). Petitioners also paid **over \$50,000** to their respective Chapter 7 (and Chapter 11 before consolidation of the two) attorneys, **Dexter George, Esq., David M. Brown, Esq. and Kim Sherman, Esq.** The total cost of the action down to this filing, is therefore awarded accordingly at **\$ 375,000** (three hundred seventy five thousand dollars).

m. Appeal _ Objections, refutations, or appeals of the present Default Final Judgment can be filed with the Law-applying authority of the W. I. T. and/or Plaintiffs **within 30 days** of the service of this order (e-mail addresses are given below). Thereafter, the Default Final Judgment of Chap -7 Reversal will become effective and enforceable, and its execution will commence its remedial course towards the reversal of the injustice and the recovery of rights, possessions, and values lost.

n. This Verdict may be presented to the U.S. Federal Appeals Courts or the U.S. Supreme Court in search of endorsement, enforcement and execution. The U.S. Government is called upon to make every effort to ensure an appropriate redress by presenting the case to the Attorney General, (Special) Grand Jury ([18 U.S.C. § 3331\(a\)](#)), or the United States Congress to pass and enact an appropriate Act to settle the case.

o. For being quasi non-recoverable for over 7 years, a statutory treble amount of all of the above awards is hereby granted and adjudicated. Let Justice be done and Execution thereof ensue.

DONE AND ORDERED on Jan 31, 2015

By World Injustice Tribunal < JusticeOutlet@Gmail.com >
acg-pa@proton.me, Quest.Acdemy@Yandex.com

