

Supreme Court, U.S.
FILED
MAR - 6 2025
OFFICE OF THE CLERK

24A 864

IN THE SUPREME COURT OF THE UNITED STATES

Kelsey Schier, Administrator of)
the Estate of Guenter Werner Schier,)
)
 Claimant-Appellant,)
 v.)
 Matthew J. Anderton,)
 in his official and private capacities,)
)
 Defendant-Appellee.)

CASE NO.: _____

EMERGENCY APPLICATION FOR A STAY PENDING APPEAL

(Pursuant to Supreme Court Rule 23 and the All Writs Act, 28 U.S.C. § 1651)

TO: The Honorable Elena Kagan, Associate Justice of the Supreme Court of the United States and Circuit Justice for the Ninth Circuit:

RELIEF REQUESTED

Pursuant to **Supreme Court Rule 23** and **28 U.S.C. § 1651 (All Writs Act)**, Plaintiff-Appellant **Kelsey Schier** respectfully requests an **immediate stay of enforcement** of the Writ of Assistance (Doc. 198) pending resolution of the appeal before the Ninth Circuit, Case No. 25-1054.

Despite the pending **Emergency Motion for Injunction Pending Appeal**, the **United States Marshals have enforced the Writ of Assistance**, removing Appellant from his property **before the Ninth Circuit ruled on the motion**.

The **Ninth Circuit's delay in ruling** has resulted in irreparable harm, effectively **mooting the appeal without judicial review**—a direct violation of due process. Appellant now seeks relief from this Court to prevent further harm and restore the ability to pursue the appeal.

JURISDICTION

This Court has jurisdiction under **28 U.S.C. § 1651 (All Writs Act)** and **28 U.S.C. § 1254(1)** to issue a stay when a lower court's failure to act results in irreparable harm or denies due process.

Further, under **Supreme Court Rule 23**, an Associate Justice has authority to grant emergency relief when a Circuit Court's inaction threatens to render an appeal meaningless.

RECEIVED
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SUPREME COURT, U.S.

STATEMENT OF FACTS & PROCEDURAL HISTORY

1. **On June 23, 2024**, Appellant filed a Chapter 7 bankruptcy petition (**Case No. 24-01023**) without knowledge that it contained jurisdictional defects, including an incorrect **Social Security Number**, the wrongful inclusion of state probate property, lack of equal consideration, and mutual mistake.
2. **On December 19, 2024**, after discovering the defects, Appellant filed a **Notice of Rescission** of the bankruptcy petition. This was followed by a **Final Default Notice of Rescission** on **January 2, 2025**, asserting that the **Bankruptcy Court no longer had jurisdiction** over the case.
3. **On January 17, 2025**, the **Bankruptcy Court issued a Writ of Assistance (Doc. 198)**, authorizing **U.S. Marshals to remove Appellant from his property** despite the **pending jurisdictional dispute** over whether the bankruptcy petition was void ab initio.
4. On February 6, 2025, Appellant filed a **Quiet Title Action** in the **Kittitas County Superior Court**, seeking a determination of property ownership and challenging the legal basis of any claims arising from the void bankruptcy petition. The case was docketed as **Case No. 25-2-0000319**. A TRO was first approved, but overturned due to lack of jurisdiction.
5. **On February 19, 2025**, Appellant filed an **Emergency Motion for TRO (ECF No. 17)** in the **U.S. District Court for the Eastern District of Washington** seeking to enjoin enforcement of the Writ.
6. The District Court refused to act, instead scheduling a **March 20, 2025, hearing—long after irreparable harm would occur**. Shortly thereafter, the District Court **closed the case entirely, citing "venue shopping," despite acknowledging that it had the jurisdiction to hear the matter**. This action left Appellant without a judicial forum to challenge the ongoing enforcement of the Writ of Assistance.
7. **On February 25, 2025**, Appellant appealed to the **Ninth Circuit, Case No. 25-1054**, and filed an **Emergency Motion for Injunction Pending Appeal**.
8. **The Ninth Circuit has failed to rule on the Emergency Motion**, despite the fact that:
 - o **The Writ of Assistance was enforceable at any time.**
 - o **The U.S. Marshals have now executed the Writ, forcibly removing Appellant from his property.**
 - o **The Ninth Circuit's inaction has allowed enforcement to proceed, mooting the appeal before it could be decided.**
9. **With no action from the Ninth Circuit, Appellant now seeks emergency relief from this Court to prevent further irreparable harm.**

REASONS FOR GRANTING THE STAY

I. The Ninth Circuit's Delay Has Effectively Denied Appellant Due Process

This Court has held that **delayed judicial action can function as an effective denial of relief, warranting immediate intervention**. (See *Nken v. Holder*, 556 U.S. 418, 426 (2009).) The Ninth Circuit's refusal to act has allowed the **Marshals to execute the Writ, making the appeal functionally meaningless**.

II. The Bankruptcy Petition Was Void Ab Initio, Rendering the Writ of Assistance Unenforceable

A bankruptcy case cannot proceed where material jurisdictional defects exist. Courts have held that a petition filed with an **incorrect Social Security Number** and **unauthorized property** may be void rather than voidable. (See *In re James*, 940 F.2d 46, 51 (3d Cir. 1991).)

Additionally, a **contract or filing based on mutual mistake and lack of consideration is unenforceable**. (See *Restatement (Second) of Contracts § 152*.) The bankruptcy petition was executed under a **mutual mistake regarding material facts** and **lacked equal consideration**, further calling its validity into question.

III. The Writ of Assistance Was Issued in a Case Without Jurisdiction

A court order issued **without jurisdiction is legally void**. (See *Steel Co. v. Citizens for a Better Env't*, 523 U.S. 83, 94 (1998).) Since the bankruptcy petition was **void ab initio**, the **Bankruptcy Court had no legal authority** to issue the Writ of Assistance.

IV. The Stay is Necessary to Prevent Further Irreparable Harm

- **The Ninth Circuit's delay has already caused irreparable harm.**
- **Appellant has been forcibly removed from his property**, meaning the appeal **can no longer provide meaningful relief** unless this Court intervenes.
- Courts have repeatedly held that the **loss of real property constitutes irreparable harm**. (See *Sampson v. Murray*, 415 U.S. 61, 88 (1974).)

RELIEF REQUESTED

For the foregoing reasons, Appellant respectfully requests that this Court:

1. **Issue an immediate stay of the Writ of Assistance, reversing enforcement until the Ninth Circuit rules on the pending Emergency Motion.**
2. **Order expedited review of this matter to prevent further irreparable harm.**
3. **Grant any further relief this Court deems just and necessary.**

Dated: March 6, 2025
Respectfully submitted,

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Ashland, Oregon, zip exempt [97520]
kelseyschier@protonmail.com

by: kelsey schier
a.p.f.

kelsey: schier, Attorney-in-Fact for
Claimant: Kelsey Schier
Third Party Intervenor and Injured Party
All Rights Reserved Under UCC 1-308
Autograph as Authorized Representative
Administrator of the Estate of Guenter Werner Schier

ATTACHMENTS TO EMERGENCY APPLICATION FOR STAY PENDING APPEAL

Appendix A – Ninth Circuit Emergency Motion for Injunction Pending Appeal

- Filed February 25, 2025, in **Case No. 25-1054**
- Establishes that relief was sought from the Ninth Circuit and remains pending
- **Supporting documents referenced in this motion are not included in this submission**

Appendix B – Ninth Circuit Docket Showing no order issued

Shows the Ninth Circuit's failure to act on the emergency motion

Appendix C – District Court Emergency Motion for TRO (ECF No. 17)

Filed February 19, 2025, in **Eastern District of Washington, Case No. 1:25-CV-3012-SAB**

Confirms that emergency relief was first sought at the district court level

Appendix D – District Court Order Closing the Case

Shows that the District Court refused to hear the case, leaving Appellant without a judicial forum

Appendix E – Bankruptcy Court's Writ of Assistance (Doc. 198)

Issued January 17, 2025, despite the pending jurisdictional challenge

Led directly to the removal of Appellant from his property

Appendix F – Notice of Rescission, 2nd Notice of Rescission and Final Default Notice of Rescission

- Includes only the **sections establishing that the bankruptcy petition was rescinded** and that **jurisdiction was withdrawn**.
- Provides enough documentation to demonstrate that the Writ of Assistance was issued **after jurisdiction had already been contested and rescinded**.

Appendix G – Affidavit of Kelsey Schier Regarding Enforcement of Writ of Assistance

- A sworn affidavit detailing the enforcement of the Writ of Assistance, including the entry of U.S. Marshals onto the land and the removal of Appellant.
- Includes confirmation of enforcement from Deputy Smith, Supervisory Deputy U.S. Marshal.
- Establishes that no official documentation of the enforcement has been received.
- Affirms that video footage exists documenting the enforcement action.

Appendix H – Excerpt from State Court Quiet Title Action Filing

- Includes the **case caption and filing details** from the Kittitas County Superior Court.
- Provides the **main claim** asserting Appellant's right to resolve property ownership.
- Demonstrates that **Appellant sought relief in state court, further confirming that jurisdictional disputes remain unresolved**.

Appendix A

**UNITED STATES COURT OF APPEALS FOR THE NINTH
CIRCUIT**

Kelsey Schier, Administrator of)	
the Estate of Guenter Werner Schier,)	
)	
Claimant-Appellant,)	
v.)	CASE NO.: 25-1054
)	
Matthew J. Anderton,)	
in his official and private capacities,)	
)	
Defendant-Appallee.)	
<hr/>		

EMERGENCY MOTION FOR INJUNCTION PENDING APPEAL
(Pursuant to FRAP 8(a)(2) and Ninth Circuit Rule 27-3)

RELIEF REQUESTED ON AN EMERGENCY BASIS

Pursuant to **Federal Rule of Appellate Procedure 8(a)(2)** and **Ninth Circuit Rule 27-3**, Plaintiff-Appellant **Kelsey Schier** moves for an **emergency injunction pending appeal** to **prevent Defendant-Appellee Matthew J. Anderton from enforcing a writ of assistance and taking possession of the property located at 800 Koinonia Lane, Cle Elum, WA, while this appeal is pending.**

Immediate relief is necessary because:

1. **The Writ of Assistance (Doc. 198) remains enforceable.** The U.S. Marshals have authority to execute eviction at any time.
2. **The District Court failed to act on the Emergency TRO filed February 19, 2025 (ECF No. 17) and instead scheduled a March 20, 2025, hearing without oral argument,** effectively denying emergency relief.
3. **The Bankruptcy Court has escalated enforcement efforts, issuing an Order to Appear and Show Cause (Doc. 211) on February 19, 2025, setting a contempt hearing for March 4, 2025.**
4. **New evidence demonstrates Trustee Anderton's procedural misconduct, including:**
 - o **Improperly signing his own court order (Doc. 180) without judicial approval.**
 - o **Failing to disclose interference with surveillance equipment on January 1, 2025.**
 - o **Holding a conflict of interest by acting as both trustee and creditor, violating 11 U.S.C. § 704 (Doc. 164).**
5. **If the writ is enforced, this appeal will be mooted before the Ninth Circuit can rule, violating due process.**

Given the **imminent risk of irreparable harm**, Plaintiff-Appellant requests an immediate **injunction maintaining the status quo until the Ninth Circuit resolves the appeal**.

STATEMENT OF APPELLATE JURISDICTION

This Court has jurisdiction under **FRAP 8(a)(2)** to grant an injunction pending appeal when the district court fails to act on an emergency motion.

The **district court's inaction on the emergency TRO (ECF No. 17) constitutes an effective denial**, leaving Plaintiff-Appellant **without adequate relief from the lower court**.

The **Ninth Circuit may intervene under FRAP 8(a)(2)** because:

- **The district court's delay effectively denies meaningful relief.**
- **The appeal will become moot upon eviction, necessitating immediate appellate review.**
- **The appeal presents a substantial jurisdictional question, requiring this Court's intervention.**

The **Ninth Circuit has recognized the need for appellate intervention** where a lower court's failure to act causes **irreparable harm** and **moots the appeal** (see **Nken v. Holder, 556 U.S. 418, 426 (2009)**).

LEGAL STANDARD FOR INJUNCTION PENDING APPEAL

Under **Hilton v. Braunskill, 481 U.S. 770, 776 (1987)**, an injunction pending appeal requires consideration of four factors:

1. **Likelihood of Success on the Merits**
 - The bankruptcy petition (Case No. 24-01023) was **void ab initio** due to jurisdictional defects, including:
 - **Incorrect Social Security Number**, misidentifying the debtor and creating a jurisdictional defect.
 - **Wrongful inclusion of probate property**, which falls under **state court jurisdiction, not bankruptcy court jurisdiction**.
 - **Trustee Anderton's dual role as both a creditor and trustee (Doc. 164, p.4, line 2)**, violating 11 U.S.C. § 704.
 - The **Bankruptcy Court had no authority to issue the Writ of Assistance (Doc. 198) if the underlying case lacked jurisdiction**.
 - Courts have held that a **bankruptcy petition filed with material jurisdictional defects is void and confers no authority** (see **In re James, 940 F.2d 46, 51 (3d Cir. 1991)**).
2. **Irreparable Harm Without Relief**
 - **Eviction is irreversible and would moot this appeal**.
 - **Loss of real property constitutes irreparable harm** (see **Sampson v. Murray, 415 U.S. 61, 88 (1974)**).

- **Surveillance tampering and property interference (Sheriff's Report, Annex F) prove misconduct by Defendant-Appellee.**
- 3. **Balance of Equities**
 - **Trustee Anderton will suffer no harm from maintaining the status quo.**
 - **Plaintiff-Appellant faces severe, irreversible consequences without relief.**
- 4. **Public Interest**
 - **Courts must preserve due process and judicial review (see Nken v. Holder, 556 U.S. 418, 436 (2009)).**
 - **Allowing enforcement of an unlawful writ would embolden further judicial overreach.**

ARGUMENT AGAINST REQUIRING A BOND

The Ninth Circuit has **discretion to waive the bond requirement under FRCP 65(c)** when an injunction prevents **irreparable harm** and does not financially burden the opposing party (**Barahona-Gomez v. Reno, 167 F.3d 1228, 1237 (9th Cir. 1999)**).

Plaintiff-Appellant requests that no bond be required because:

- **This injunction preserves the status quo, rather than imposing an affirmative burden on Defendant-Appellee.**
- **Trustee Anderton suffers no financial loss from delayed enforcement.**
- **Requiring a bond would create an undue burden, conflicting with the fundamental purpose of emergency relief.**

RELIEF REQUESTED

Plaintiff-Appellant requests an order:

1. **Enjoining Defendant-Appellee from enforcing the writ of assistance or taking possession of 800 Koinonia Lane, Cle Elum, WA, pending resolution of this appeal.**
2. **Maintaining the status quo to prevent the appeal from becoming moot before this Court rules.**
3. **Expediting review of this emergency motion.**

Dated: February 25, 2025

Respectfully submitted,

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kelseyschier@protonmail.com

/s/ by: kelsey: schier
with the power conferred by the court in the order of the court, A.P.F.
kelsey: schier, Attorney-in-Fact for
Claimant: Kelsey Schier
Third Party Intervenor and Injured Party
All Rights Reserved Under UCC 1-308
Autograph as Authorized Representative
Administrator of the Estate of Guenter Werner Schier
Also an injured party

Exhibit B

Date Filed ↑	Entry # ↑	Docket Text
2/20/2025	1	<p>CASE OPENED. A copy of your notice of appeal / petition filed in 1:25-cv-03012-SAB has been received in the Clerk's office of the United States Court of Appeals for the Ninth Circuit.</p> <p>The U.S. Court of Appeals docket number 25-1054 has been assigned to this case. All communications with the court must indicate this Court of Appeals docket number. Please carefully review the docket to ensure the name(s) and contact information are correct. It is your responsibility to alert the court if your contact information changes.</p> <p>Resources Available</p> <p>For more information about case processing and to assist you in preparing your brief, please review the Case Opening Information (for attorneys and pro se litigants) and review the Appellate Practice Guide. Attorneys should consider contacting the court's Appellate Mentoring Program for help with the brief and argument. [Entered: 02/20/2025 10:49 AM]</p>
2/20/2025	2	<p>PRELIMINARY INJUNCTION SCHEDULE NOTICE. Preliminary Injunction Opening Brief Due (Appellant) 3/20/2025, Preliminary Injunction Answering Brief Due (Appellee) 4/17/2025. For appeal no. 25-1054, 1:25-cv-03012-SAB. All briefs shall be served and filed pursuant to FRAP 31 and 9th Cir. R. 31-2.1.</p> <p>Failure of the petitioner(s)/appellant(s) to comply with this briefing schedule will result in automatic dismissal of the appeal. See 9th Cir. R. 42-1. [Entered: 02/20/2025 10:54 AM]</p>
2/25/2025	3	<p>Emergency MOTION Circuit Rule 27-3 Certificate filed by Appellant Kelsey Schier. [Entered: 02/25/2025 11:50 PM]</p>
2/26/2025	4	<p>Emergency MOTION Circuit Rule 27-3 Certificate filed by Appellant Kelsey Schier. [Entered: 02/26/2025 11:30 AM]</p>
2/26/2025	5	<p>PROOF OF SERVICE filed by Appellant Kelsey Schier. [Entered: 02/26/2025 11:39 AM]</p>
3/5/2025	6	<p>DEFECTIVE STATUS REPORT filed by Appellant Kelsey Schier. [Wrong filing type used, corrected in DE 7.] [Entered: 03/05/2025 02:42 PM] [Edited: 03/05/2025 03:10 PM]</p>
3/5/2025	7	<p>MOTION for Miscellaneous Relief filed by Appellant Kelsey Schier. [Court entered filing to correct DE 6.] [Entered: 03/05/2025 03:09 PM]</p>
3/5/2025	8	<p>PROOF OF SERVICE filed by Appellant Kelsey Schier. [Entered: 03/05/2025 03:12 PM]</p>

Exhibit C

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF WASHINGTON**

Kelsey Schier, Administrator of
the Estate of Guenter Werner Schier,

Claimant.

v.

Matthew J. Anderton,
in his official and private capacities,

Defendants.

CASE NO.: 1:25-CV-3012-SAB

**EMERGENCY MOTION FOR TEMPORARY RESTRAINING
ORDER PENDING APPEAL (WITHOUT ORAL ARGUMENT)**

INTRODUCTION

Claimant **Kelsey Schier, Administrator of the Estate of Guenter Werner Schier**, respectfully moves this Court for an **Emergency Temporary Restraining Order (TRO) Pending Appeal** pursuant to **Federal Rule of Civil Procedure 62(d)** and **Federal Rule of Appellate Procedure 8(a)(1)(C)** to maintain the status quo while the Ninth Circuit Court of Appeals reviews the district court's ruling.

Claimant requests that this Court **immediately and temporarily enjoin Defendant Matthew J. Anderton** from:

1. **Enforcing the writ of execution;**
2. **Taking possession of the property;**
3. **Taking any further action regarding the property at 800 Koinonia Lane, Cle Elum, WA,**
until the Ninth Circuit rules on Claimant's appeal.

Given the urgency of this matter, Claimant **submits this motion without oral argument** and requests prompt consideration. If the Court denies this motion, Claimant respectfully requests that the Court promptly issue an order so that an **Emergency Motion for Injunction Pending Appeal** may be filed in the Ninth Circuit without delay.

LEGAL STANDARD

Under **Federal Rule of Civil Procedure 62(d)** and **Federal Rule of Appellate Procedure 8(a)(1)(C)**, a district court has authority to grant an injunction or stay pending appeal to prevent irreparable harm. The standard mirrors that for a preliminary injunction:

1. **Likelihood of success on the merits**
2. **Irreparable harm absent relief**
3. **Balance of hardships favors relief**
4. **Public interest supports relief**

See *Hilton v. Braunskill*, 481 U.S. 770, 776 (1987) (outlining factors for a stay pending appeal).

ARGUMENT

1. Claimant is Likely to Succeed on Appeal

- The bankruptcy petition was **void ab initio** due to an **incorrect Social Security Number** and the **improper inclusion of estate property**, meaning the **bankruptcy court has no jurisdiction** and abstention was improper.
- The district court's **abstention foreclosed all legal remedies**, leaving Claimant without a forum.
- The court's **refusal to consider a TRO** or hold **oral argument deprived Claimant of due process**, a fundamental legal violation.

2. Irreparable Harm is Immediate and Ongoing

- **Enforcement of the writ of execution will cause irreparable harm** by removing Claimant from the property **before the appeal can be heard**.
- If Defendant Anderton proceeds with eviction or further action, Claimant's rights will be **permanently harmed before appellate review occurs**.
- Courts **routinely grant TROs pending appeal** to prevent irreparable injury while legal review is ongoing. See *Leiva-Perez v. Holder*, 640 F.3d 962, 965 (9th Cir. 2011).

3. Balance of Equities Favors a TRO

- Claimant seeks **only to maintain the status quo** pending appeal—Defendant will suffer **no harm** from a short-term TRO.
- If no TRO is granted, Claimant faces **immediate, irreparable harm**, whereas Defendant faces **no significant prejudice** from temporary relief.

4. The Public Interest Supports Issuing a TRO

- Courts have held that **preserving access to fair judicial review is in the public interest** (*Nken v. Holder*, 556 U.S. 418, 436 (2009)).
- Granting a TRO ensures that an **appeal is meaningful**, rather than merely procedural.

REQUEST FOR RELIEF

For the foregoing reasons, Claimant respectfully requests that this Court:

1. **Grant an Emergency Temporary Restraining Order (TRO) Pending Appeal, enjoining Defendant from:**
 - o Enforcing the writ of execution.
 - o Taking possession of the property.
 - o Taking any further action affecting the property at 800 Koinonia Lane, Cle Elum, WA.
2. **Promptly consider this motion without oral argument.**

Dated: February 19, 2025

Respectfully submitted,

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Ashland, Oregon, zip exempt [97520]
kelseyschier@protonmail.com

/s/ by: kelsey: schier

with respect to the foregoing, a.p.r.

kelsey: schier, Attorney-in-Fact for
Claimant: Kelsey Schier
Third Party Intervenor and Injured Party
All Rights Reserved Under UCC 1-308
Autograph as Authorized Representative
Administrator of the Estate of Guenter Werner Schier
Also an injured party

Exhibit D

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Feb 18, 2025

SEAN F. MCAVOY, CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

KELSEY SCHIER, administrator of the

Estate of Guenter Werner Schier,

Plaintiff,

v.

MATTHEW J. ANDERTON, in his official

and private capacities,

Defendant.

No. 1:25-CV-03012-SAB

**ORDER GRANTING ECF
ACCESS; DENYING
MOTION FOR TRO AND
PRELIMINARY
INJUNCTION**

Before the Court are Plaintiff's Motion to Obtain Electronic Case Filing Authorization, ECF No. 3; Ex Parte Motion for Temporary Restraining Order and Preliminary Injunction, ECF No. 2; Amended Ex Parte Motion for Temporary Restraining Order and Preliminary Injunction, ECF No. 5, and related Motion to Expedite, ECF No. 6; and Amended Ex Parte Motion for Temporary Restraining Order and Preliminary Injunction, ECF No. 9, and related Motion to Expedite, ECF No. 10. Plaintiff is *pro se*. Defendant represents himself. The motions were considered without oral argument.

First, the Court **grants** Plaintiff's request to obtain electronic case filing authorization.

Next, Plaintiff's motions at ECF Nos. 2, 5, and 6 are **dismissed as moot** because Plaintiff has filed amended motions.

**ORDER GRANTING ECF ACCESS; DENYING MOTION FOR TRO AND
PRELIMINARY INJUNCTION ~ 1**

D16

1 Finally, the Court **denies** Plaintiff's Amended Ex Parte Motion for
2 Temporary Restraining Order and Preliminary Injunction, ECF No. 9.

3 **BACKGROUND**

4 Plaintiff filed his Complaint in the U.S. District Court for the Eastern
5 District of Washington on January 30, 2025. He is the administrator of the Estate
6 of Guenter Werner Schier and the property located at 800 Koinonia Lane in Cle
7 Elum, Washington, "the Property." Plaintiff seeks declaratory judgment on
8 whether a Chapter 7 bankruptcy petition he filed in the U.S. Bankruptcy Court for
9 the Eastern District of Washington is void due to procedural defects. He also seeks
10 a preliminary injunction to stop his eviction from the Property.¹

11 Plaintiff filed his Bankruptcy case on June 23, 2024. The Bankruptcy Court
12 issued an order of discharge for the debts on September 18, 2024.

13 On December 17, 2024, the Bankruptcy Court issued an order granting the
14 turnover of the Property to the bankruptcy trustee, Defendant in this matter Mr.
15 Anderton. Plaintiff had until December 27, 2024, to surrender and deliver
16 possession of the Property. Plaintiff appealed the decision to the Bankruptcy
17 Appellate Panel on December 18, 2024, which is still open.

18 On December 19, 2024, Plaintiff issued a Notice of Default and Rescission
19 in Bankruptcy Court, asserting the petition was void due to mutual mistake and
20 procedural irregularities. The Bankruptcy Court denied this action on January 15,
21 2025, and the case remains open.

22 _____
23 ¹ The Court previously denied Plaintiff's claim to litigate the property's ownership
24 for lack of standing. *See Guenter: Scheir and Kelsey: Schier v. Option One Mortg.*
25 *Loan Tr. et al*, Case No. 1:24-CV-03029-SAB. Plaintiff has since received
26 appointment as the administrator of the Estate of Guenter Werner Schier, under
27 which the Property was owned, by probate court in Washington State on May 31,
28 2024.

D17

1 On December 29, 2024, and January 1, 2025, Plaintiff alleges Defendant
2 visited the Property without authorization. He also claims Defendant is actively
3 pursuing enforcement of a writ of execution through Bankruptcy Court, which the
4 court issued on January 17, 2025, and would result in his eviction from the
5 Property.

6 On January 7, 2025, Plaintiff filed a related case in Kittitas County Superior
7 Court in Washington State seeking a temporary restraining order to halt the
8 eviction. The Superior Court initially granted the TRO. However, on January 29,
9 2025, it vacated its order and the TRO for lack of jurisdiction and because it
10 violated the automatic stay issued under 11 U.S.C. § 362 in the federal bankruptcy
11 matter.

12 Plaintiff later filed this case and this Emergency Temporary Restraining
13 Order *ex parte* to halt the eviction and turn over of possession of the Property.

14 ANALYSIS

15 A district court has original and exclusive jurisdiction over bankruptcy cases
16 and proceedings. *See* 28 U.S.C. § 1334. However, “nothing in this section prevents
17 a district court in the interest of justice, or in the interest of comity with State
18 courts or respect for State law, from abstaining from hearing a particular
19 proceeding arising under title 11 or arising in or related to a case under title 11.”
20 *See* 28 U.S.C. § 1334(c)(1).

21 A district court considers twelve factors when choosing to permissively
22 abstain from a proceeding: (1) the effect on the efficient administration of the
23 estate; (2) whether state law predominates; (3) the difficult or unsettled nature of
24 the law; (4) whether there is a related proceeding in state court or other
25 nonbankruptcy courts; (5) any other jurisdictional basis; (6) the degree of
26 relatedness to the main bankruptcy case; (7) the substance of the core proceeding;
27 (8) the feasibility of severing any state law claims to allow for federal bankruptcy
28 enforcement; (9) the burden on the court’s docket; (10) the likelihood that the

1 proceeding involves forum shopping; (11) the right to a jury trial; and (12) the
2 presence of any nondebtor parties in the proceedings. *See In re Tucson Estates,*
3 *Inc.*, 912 F.2d 1162, 1166–67 (9th Cir. 1990).

4 Here, the Court finds Plaintiff is forum shopping because he has open cases
5 in the Bankruptcy Court, with the Bankruptcy Appellate Panel, and Kittitas County
6 Superior Court. To efficiently administer the estate under Plaintiff’s open Chapter
7 7 bankruptcy proceeding and in the interest of judicial economy, the Court declines
8 to assert jurisdiction over this matter pursuant to 28 U.S.C. § 1334(c)(1).

9 Accordingly, **IT IS HEREBY ORDERED:**

10 1. Plaintiff’s Motion to Obtain Electronic Case Filing Authorization,
11 **ECF No. 3**, is **GRANTED**.

12 a. Plaintiff shall adhere to the Local Civil Rules for file formatting
13 and processes, found at [https://www.waed.uscourts.gov/local-](https://www.waed.uscourts.gov/local-civil-rules-eastern-district-washington)
14 **civil-rules-eastern-district-washington**.

15 b. Plaintiff may contact the Clerk’s Office at (509) 458-3400 if he
16 wishes to schedule e-filing training.

17 c. Plaintiff may file electronic documents in the above-captioned
18 cause only.

19 d. The Clerk’s Office will terminate Plaintiff’s ECF Registration
20 should an attorney subsequently file a Notice of Appearance on
21 Plaintiff’s behalf.

22 2. Plaintiff’s Ex Parte Motion for Temporary Restraining Order and
23 Preliminary Injunction, **ECF No. 2**; and Amended Ex Parte Motion for Temporary
24 Restraining Order and Preliminary Injunction, **ECF No. 5**, and related Motion to
25 Expedite, **ECF No. 6**, are **DISMISSED as moot**.

26 3. Plaintiff’s Amended Ex Parte Motion for Temporary Restraining
27 Order and Preliminary Injunction, **ECF No. 9**, is **DENIED**.

28 4. Plaintiff’s Motion to Expedite, **ECF No. 10**, is **GRANTED**.

**ORDER GRANTING ECF ACCESS; DENYING MOTION FOR TRO AND
PRELIMINARY INJUNCTION ~ 4**

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1 5. The Court **ABSTAINS** under 28 U.S.C. § 1334(c)(1) from
2 adjudicating this matter.

3 **IT IS SO ORDERED.** The Clerk of Court is directed to enter this Order,
4 provide copies to *pro se* Plaintiff and Defendant as counsel, and **close** the file.

5 **DATED** this 18th day of February 2025.



10 Stanley A. Bastian

11 Stanley A. Bastian
12 Chief United States District Judge
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Exhibit E

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON

In re:

KELSEY SCHIER,

Debtor.

Case No. 24-01023-WLH7


**WRIT OF ASSISTANCE ISSUED
TO UNITED STATES MARSHAL**

On December 17, 2024, Judge Whitman L. Holt ordered and directed debtor Kelsey Schier to surrender and deliver possession of two parcels of real property, located at 800 Camp Koinonia Lane, Cle Elum, Washington, to the chapter 7 trustee, Matthew J. Anderton.¹ If Kelsey Schier failed or refused to comply, Judge Holt further ordered the clerk of this court to issue a writ of assistance upon the application of the chapter 7 trustee. Kelsey Schier failed and refused to comply with Judge Holt's order within the prescribed deadline.²

Based on the foregoing, and pursuant to 28 U.S.C. § 1651(a), the clerk of court issues this writ of assistance. **The United States Marshals Service is directed to cause Kelsey Schier, and all agents or person's under Mr. Schier's control, to surrender and deliver possession of the subject property to Matthew J. Anderton, chapter 7 trustee, through all necessary means.**

Dated:

1/17/2025



Brian M. Sheehan
Clerk of Court
United States Bankruptcy Court
Eastern District of Washington



¹ See Verified Motion and Notice for Order of Turnover and Order Shortening Time, Order Granting Motion for Turnover of Real Property, ECF Nos. 90, 143 (attached).

² See Application for Writ of Execution or Assistance, Declaration of Non-Compliance, ECF Nos. 177, 178.

Appendix F

kelsey; schier
temp. mailing address:
258 A. St. PMB 1-89
Ashland, Oregon, w/o [97520]

December 19, 2024

Clerk of the Court at 904
4 West Riverside Avenue,
Suite 304, Spokane, Washington 99201

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF WASHINGTON

**NOTICE OF RESCISSION OF BANKRUPTCY FILING DUE TO MISTAKE AND
WRONG VENUE**

To the United States Bankruptcy Court, Eastern District of Washington:

I, Kelsey Schier, submit this notice to formally rescind and withdraw my bankruptcy filing, submitted on August 5, 2024. This rescission is made under principles of contract law and my constitutional rights. I repent for having made this filing in error and acknowledge that it was a mistake based on a misunderstanding of the process and the proper venue.

This notice constitutes a formal rescission of my bankruptcy filing under principles of contract law, including those articulated in **Restatement (Second) of Contracts §§ 151-154, 159**, due to mutual mistake, misrepresentation, and improper venue.

This rescission is deemed valid and effective immediately unless explicitly objected to by the court within 72 hours of the date of this notice. By asserting this rescission, I restore the matter to its proper venue and relieve the court of further obligations under this filing. If no objection is raised within the specified time, all further proceedings in this case shall be deemed null and void.

1. Mistake and Repentance

Upon reflection, I realize that I mistakenly filed for bankruptcy under the belief that it would provide a remedy for resolving disputes with creditors. My intent was to challenge creditors to validate their claims so I could pay all valid debts in accordance with my responsibilities as the administrator of my father's estate. However, I now understand that the Bankruptcy Court's focus is on asset liquidation and creditor distributions, which does not align with my responsibility as the administrator or the remedies I am seeking.

For this reason, I repent of my mistake and formally rescind the filing. I will address these matters in the appropriate venue, outside of the bankruptcy court.

2. Legal Basis for Rescission

This rescission is supported by established principles of contract law and constitutional protections:

- **Contract Law Principles:**
 - A contract entered into under mutual mistake or misrepresentation is voidable (Restatement (Second) of Contracts, §§ 151-154, 159).
 - The bankruptcy filing constitutes an agreement based on a misunderstanding of its nature and purpose, making it voidable.
 - Misrepresentation, whether intentional or unintentional, regarding the consequences of filing and the applicability of exemptions further supports rescission.
- **U.S. Constitution:**
 - The Seventh Amendment protects my right to seek remedies for contractual disputes in the appropriate judicial forum.
 - The Fifth Amendment's Due Process Clause ensures my ability to pursue fair legal processes in a venue aligned with the intended remedy.

3. Homestead Exemption and Misunderstanding

Additionally, I mistakenly believed that the homestead exemption would protect my home from liquidation. This critical misunderstanding arose because the bankruptcy forms and related guidance did not clearly explain that my home could still be subject to liquidation if the exemption did not apply. This omission materially impacted my decision to file, as I would not have sought bankruptcy relief if I had fully understood the risks to my home.

The failure to clearly disclose the implications of exemptions in the filing process constitutes a misrepresentation that led to this mistake. This supports the rescission of my bankruptcy filing as voidable under contract law.

4. Rescission by Contract Law

This notice formally rescinds the bankruptcy filing as voidable under contract law principles. The filing was made under a misunderstanding of its purpose and scope, and its continuation would frustrate the objectives for which it was made. By rescinding, I restore the matter to its proper venue for resolution under state contract law, where creditors can validate their claims, and I can fulfill my duties as administrator.


Notice to the Court and Judges

This rescission is effective immediately, thereby ceasing all court actions against me or my land unless explicitly objected to within 72hrs of this notice. A copy of the original signed filing, submitted on August 5, 2024, is attached to this notice as a reference.

Sincerely,

Date: December 19, 2024

KELSEY SCHIER

By:  , a.p.r.
Signature By Representative
Under Reservation of Rights

Note: Please send mail to:
c/c 258 A St. PMB 1-89,
Ashland, Oregon, w/o [97520],
kelseyschier@protonmail.com
as I am currently stuck in Oregon.
(541) 912-0759

Attachments:
Original Filing dated August 5, 2024

FOR PRIVATE CHAMBERS ONLY

kelsey; schier
temporary mailing address:
258 A. St. PMB 1-89
Ashland, Oregon, w/o [97520]

December 27, 2024

Clerk of the Court at 904
4 West Riverside Avenue,
Suite 304, Spokane, Washington 99201

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF WASHINGTON

Re: Second Private Notice of Rescission – Restatement of Intent, Legal Basis, and Response to Court’s Public Filing

NOT FOR PUBLIC FILING

To the United States Bankruptcy Court, Eastern District of Washington:

This letter serves to restate the intent of my original private notice of rescission, expand upon its legal basis, and address the Court's public response as filed in the docket. For clarity and consistency, I will outline the defects in the contract, the basis for the deadlines included in my notices, and my acceptance of the Court’s public response as its reply to the matter, albeit entered in the wrong jurisdiction.

Mistake and Repentance

Upon reflection, I realize that I mistakenly filed for bankruptcy under the belief that it would provide a remedy for resolving disputes with creditors. My intent was to challenge creditors to validate their claims so I could pay all valid debts in accordance with my responsibilities as the administrator of my father’s estate. However, I now understand that the Bankruptcy Court’s focus is on asset liquidation and creditor distributions, which does not align with my responsibility as the administrator or the remedies I am seeking.

For this reason and the following defects in the contract, I repent of my mistake and formally rescind the filing. I will address these matters in the appropriate venue, outside of the bankruptcy court.

The Original Letter and Its Private Nature

The original letter was a private notice asserting that the voluntary bankruptcy petition was entered into as a private agreement—a contract that granted jurisdiction to the Court to administer my property under the Bankruptcy Code. Upon reflection and review, this contract was found defective and voidable due to critical flaws in its formation and execution.

The letter was submitted privately in standard letter format, lacking a case number, docket information, or any other details necessary to qualify it as a public filing. These omissions underscore its intended nature as a private communication. For the Court to file the letter publicly, significant assumptions were required to supply the missing information, clearly indicating that the notice was never meant for public record. The unilateral decision to place the letter into the public docket fundamentally mischaracterized its intent, as the notice operates strictly within the framework of private contract law and was directed solely to the Court as a private matter.

Defects in the Bankruptcy Petition

Upon review, the bankruptcy petition was found defective and voidable due to the following:

1. The petition, initially entered into as a private contract, transferred jurisdiction from the private domain into the public statutory framework of the Bankruptcy Code. This transfer of jurisdiction was based on the assumption of a valid private agreement. However, the petition is fundamentally defective and voidable due to critical flaws in its formation and execution under private contract principles. These defects invalidate the transfer of jurisdiction and render the petition unenforceable in both private and public contexts.
2. **Failure of Consideration:**
The agreement fails on its own merits as it does not offer a proper exchange of consideration between the parties. While I disclosed my real property and submitted to the Court's jurisdiction, the Court did not provide reciprocal obligations or guarantees consistent with a valid contract.
3. **Misrepresentation or Omission:**
At the time of filing, I was not made fully aware of the true scope and consequences of entering into the bankruptcy process, including the risks posed to my real property and the procedural priorities afforded to creditors. This lack of transparency invalidates the agreement.
4. **Inherent Defects in Formation:**
The bankruptcy petition operates as an offer, and by accepting it, the Court must adhere to basic principles of contract law. However, the petition lacks key elements of mutual understanding and enforceability, rendering it void.

Legal Basis for Rescission

The rescission of the bankruptcy filing is supported by established principles of contract law and constitutional protections:

1. **Contract Law Principles:**
 - A contract entered into under mutual mistake or misrepresentation is voidable under Restatement (Second) of Contracts §§ 151-154, 159.
 - The bankruptcy filing constitutes an agreement based on a misunderstanding of its nature and purpose, making it voidable.
 - Misrepresentation, whether intentional or unintentional, regarding the consequences of filing and the applicability of exemptions further supports rescission.
2. **United States of America Constitution:**

- The Seventh Amendment protects my right to seek remedies for contractual disputes in the appropriate judicial forum.
- The Fifth Amendment's Due Process Clause ensures my ability to pursue fair legal processes in a venue aligned with the intended remedy.

Basis for the 72-Hour Deadline

In private contract law, a rescission notice must include a reasonable opportunity for the other party to respond or cure. The original 72-hour deadline stated in the notice reflects this principle, providing sufficient time for the Court to acknowledge the rescission or offer valid objections to its terms.

The absence of a timely private response from the Court within this deadline constitutes acquiescence to the rescission under the doctrine of silence as acceptance, as applicable in private contractual frameworks.

Acceptance of the Court's Public Filing

Although the Court chose to respond to my notice in a public forum rather than privately as intended, I will, for the sake of clarity and resolution, accept the publicly filed document as the Court's response to my private notice.

However, in the jurisdiction of private contract law, the Court's response lacks merit for the following reasons:

1. **Failure to Address Core Defects:**

The public filing disregards the principles of private contract law and offers no substantive rebuttal, focusing solely on statutory considerations. This approach neglects to address the specific private contractual defects outlined in my original notice, including the rescission of the bankruptcy petition, which is foundational to the Court's jurisdiction. The defects in the contract are self-evident, as the document itself lacks one or more of the critical elements required to form a legally binding agreement. The contract's invalidity does not depend on external assertions but is apparent from its own deficiencies.

2. **Jurisdictional Oversight:**

By treating the matter as public, the Court overlooks the fact that its jurisdiction was contingent upon the petition's validity, which has been rescinded in the private domain. Without a valid contract, the Court's jurisdiction ceases to exist under private law principles.

3. **Inapplicability of Public Law:**

The Court's reliance on public statutory provisions to reject a private notice is misplaced, as the Court's public jurisdiction is derived solely from a valid, consensual private contract. Without such a valid contract, the Court's authority to act is nullified. The Court's response fails to address the private nature of the rescission and defaults to a public statutory framework, which is nonbinding and inapplicable within the context of private contract law. The private contract law not only precedes but also forms the foundation for the public statutory framework cited by the Court, which can no longer serve as a basis for jurisdiction in the absence of a valid contract.

24-Hour Deadline for Response

In private contract law, a second notice following a failure to cure often provides a shorter window for compliance or response, reflecting the urgency of the matter. While the Court did issue a public response after the 72-hour window, this response failed to address the private contractual framework or the rescission's validity, as outlined in my original notice. Accordingly, I am now extending a 24-hour deadline for the Court to respond privately to this letter. This shortened timeline is appropriate given the initial failure to respond privately within the 72-hour window and the need for finality in resolving this matter.

Conclusion


In summary:

1. The original rescission notice stands as valid and binding within the private contractual framework.
2. The Court's choice to make the matter public was unilateral and not in alignment with my intent.
3. The publicly filed response, while accepted for the sake of argument, fails to address the private contractual issues raised and lacks merit in the private jurisdiction.
4. A 24-hour window is now provided for the Court to respond privately to this letter.

Failure to respond privately within this timeframe will be taken as further confirmation of the rescission's validity and my withdrawal of consent to the Court's jurisdiction.

Sincerely,

Date: December 27, 2024

By:  , a.p.r.
By: kelsey: schier
Signature By Representative
Under Reservation of Rights

Attachments:

Original Filing dated August 5, 2024

1st NOTICE OF RESCISSION OF BANKRUPTCY FILING DUE TO MISTAKE AND
WRONG VENUE

The court's public response dated December 26, 2024.

FOR PRIVATE CHAMBERS ONLY

kelsey; schier
258 A. St. PMB 1-89
Ashland, Oregon, w/o [97520]

January 02, 2025

Clerk of the Court at 904
4 West Riverside Avenue,
Suite 304, Spokane, Washington 99201

FINAL DEFAULT NOTICE OF RESCISSION AND WITHDRAWAL OF JURISDICTION NOT FOR PUBLIC FILING

To the United States Bankruptcy Court, Eastern District of Washington
Date: January 02, 2025

I, kelsey; schier, the living breathing man, issue this **Final Default Notice of Rescission**. This notice applies to all proceedings derived from the original bankruptcy petition filed under Case No. 24-01023, including but not limited to adversary proceedings and appellate cases as detailed below.

Key Points of Rescission and Default

1. Rescission of the Bankruptcy Petition

The original voluntary bankruptcy petition, Case No. 24-01023, is hereby rescinded and voided ab initio as a defective private contract. This rescission serves as formal notice of the inherent flaws that have rendered the petition invalid from its inception. Under principles of private contract law, including mutual mistake, lack of consideration, and misrepresentation at the time of filing, the petition is and always has been devoid of any legal, binding, or jurisdictional authority. It is not that the petition is now invalid; it never possessed the necessary elements to be a valid and enforceable contract in the first place. This notice merely acknowledges and formally communicates these preexisting defects.

The petition was a private agreement that served as the sole basis for the Court's jurisdiction. Once rescinded, the legal foundation for the Court's authority ceased to exist. Attempts by the Court to reframe this matter within the public statutory framework are invalid as they fail to acknowledge the rescission of the private contract, which nullifies the Court's jurisdiction.

2. Failure to Cure or Respond

The original private rescission notice provided a 72-hour window for a private response, followed by a second notice with a 24-hour extension. Despite multiple directives for private engagement, the Court has repeatedly filed public responses, even sealing the second notice, contrary to the clear directive that it was for private chambers only.

These public filings do not constitute valid or binding replies within the private contractual framework and fail to address the defects and jurisdictional issues raised. The Court's failure to respond privately within the specified deadlines constitutes default through silence under the doctrine of acceptance by inaction.

3. Loss of Jurisdiction Over All Proceedings

With the rescission of the petition, the Court's jurisdiction over the main case and all related proceedings is nullified. This applies to:

- **Main Bankruptcy Case:** Case No. 24-01023
- **Adversary Proceedings:** Case Nos. 24-80025 and 24-80035
- **Appellate Cases:** Case Nos. EW-24-1200, EW-24-1205, and EW-24-1206

Any further actions taken under these case numbers, other than immediate steps to formally close and terminate the cases, are conducted without jurisdiction and are void. Such actions will be deemed unauthorized and subject to personal liability for those involved.

4. Trustee's Unlawful Actions

Despite the rescission and withdrawal of jurisdiction, the Trustee continues to act under the assumption of authority, including attempts to remove me from my land and to engage federal marshals in enforcing such unlawful actions. These actions are conducted without the protection of valid court jurisdiction and violate fundamental legal and constitutional principles, including my rights to due process and property under the Fifth Amendment. The improper use of government force in this manner may constitute an abuse of power and a violation of 42 U.S.C. § 1983, which provides remedies for actions taken under color of law that infringe upon constitutional rights. Such conduct renders the Trustee, and any parties involved, personally liable for all resulting damages and subject to further legal consequences.

This liability arises under common law principles of trespass and conversion, as well as 42 U.S.C. § 1983, which provides remedies for actions taken under color of law that violate constitutional rights. Any unauthorized interference with property rights, including the use of government force through the marshals to enforce an unlawful removal, will be addressed under state tort laws, such as trespass to land, wrongful eviction, and intentional infliction of emotional distress. Such actions constitute a misuse of government authority and force without jurisdiction, rendering the individuals involved personally liable for resulting damages. The appropriate venue for these claims will be determined based on the specific circumstances and applicable legal principles.

5. Impact on Adversary Proceedings

The rescission of the petition extends to all adversary proceedings derived from it. Case Nos. 24-80025 and 24-80035 are void due to lack of jurisdiction, as their foundation rests entirely on the now-rescinded petition.

6. Impact on Appellate Proceedings

Similarly, appellate cases (Case Nos. EW-24-1200, EW-24-1205, and EW-24-1206) are void due to the rescission of the petition, which nullifies the jurisdiction of the appellate court. Any further actions by the appellate court based on the rescinded petition are conducted without authority.

Cease and Desist Order

All parties, including the Trustee and creditors, are hereby instructed to cease and desist from any further actions against my person, land, property, or interests. Failure to comply with this directive will result in legal remedies pursued in the appropriate venue to enforce my rights and protections under private law.

Personal Liability Notice

Any individual or entity acting under the assumption of jurisdiction derived from the rescinded petition will be held personally liable for any damages or infringements upon my rights. This includes, but is not limited to:

- Trespass to property.
- Unauthorized interference with personal or property rights.
- Any harm or losses caused by continued unauthorized actions.

Final Declaration

1. **Jurisdiction Withdrawn:** The bankruptcy filing and all derived proceedings are null and void. Any further actions taken by the Court, trustees, attorneys, or creditors are conducted outside the protection of jurisdiction and at their own personal liability and risk.
2. **Private Framework Maintained:** The Court's persistent filing of public responses to private notices demonstrates its refusal to engage within the private contractual framework. These actions are nonbinding in the private jurisdiction.
3. **Final Notice:** This notice serves as the final communication on this matter. Failure to abide by this declaration will compel me to pursue all legal remedies in the appropriate venue, including but not limited to, state and federal courts for violations of private contract law and constitutional rights.

This is your final opportunity to cease and desist. All further violations will be met with swift and decisive legal action to protect my rights.

Sincerely,

Date: January 02, 2025

By:  a.p.r.

By: kelsey: schier
Signature By Representative
Under Reservation of Rights

Appendix G

IN THE SUPREME COURT OF THE UNITED STATES

Kelsey Schier, Administrator of)	
the Estate of Guenter Werner Schier,)	
)	
Claimant-Appellant,)	
v.)	CASE NO.: _____
)	
Matthew J. Anderton,)	
in his official and private capacities,)	
)	
Defendant-Appellee.)	
_____)	

AFFIDAVIT OF KELSEY SCHIER REGARDING ENFORCEMENT OF WRIT OF ASSISTANCE

I, **Kelsey Schier**, declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct to the best of my knowledge and belief:

1. **My name is Kelsey Schier, and I am the Claimant-Appellant in this matter.**
2. **On March 5, 2025, the United States Marshals entered my land located at 800 Koinonia Ln. Cle Elum Washington pursuant to the Writ of Assistance (Doc. 198) issued by the Bankruptcy Court on January 17, 2025.**
3. **The Marshals forcibly removed me from the land while my Emergency Motion for Injunction Pending Appeal remained pending before the Ninth Circuit, Case No. 25-1054.**
4. **I have video footage documenting the Marshals' entry onto the land.**
5. **On March 6, 2025, at 1:50 pm I spoke with Deputy Smith (509) 388-7016, a Supervisory Deputy U.S. Marshal of the Yakima WA sub office, who confirmed that the Marshals had enforced the Writ of Assistance.**
6. **To my knowledge, I have not received any written notice or official documentation from the U.S. Marshals Service confirming the enforcement action.**
7. **This action has resulted in immediate and irreparable harm by depriving me of my land and rendering my appeal potentially moot.**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on **March 6, 2025**.

by: kelsey schier
Attorney-in-Fact for Claimant: Kelsey Schier

kelsey: schier, Attorney-in-Fact for
 Claimant: Kelsey Schier
 Third Party Intervenor and Injured Party
 All Rights Reserved Under UCC 1-308
 Autograph as Authorized Representative
 Administrator of the Estate of Guenter
 Werner Schier

258 A St. Ste. 1-89
 Ashland, Oregon, zip exempt [97520]
kelseyschier@protonmail.com
 (541) 912-0759

Appendix H



**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITTITAS**

Kelsey Schier, Administrator of)	
the Estate of Guenter Werner Schier,)	
)	
Claimant.)	
vs.)	CASE NO.: 25-2-0000319
)	
Community 1 st Credit Union, Wells Fargo Bank,)	
National Association, as Trustee for Option One)	
Mortgage Loan Trust 2007-4, Asset-Backed)	
Certificates, Series 2007-4, Western Progressive -)	
Washington, Inc., PHH Mortgage Corporation,)	
Matthew J. Anderton, John Does 1-10,)	
)	
Defendants.)	
)	

AMENDED COMPLAINT TO QUIET TITLE

COMES NOW, the Claimant, Kelsey Schier, and for his Amended Complaint to Quiet Title alleges as follows:

DEFINITIONS

Property:
As defined under the entry "**Property**" in **Bouvier's Law Dictionary (1856 Edition)**, property refers to structures, improvements, and legal rights associated with land. This includes buildings, fences, fixtures, and other man-made attachments to the physical ground. Property also encompasses ownership rights and interests, including those that are separate from the land itself.

Land:
As defined under the entry "**Land**" in **Bouvier's Law Dictionary (1856 Edition)**, land refers exclusively to the physical soil, ground, or earth. This includes natural features such as trees, water, and minerals but does not inherently include structures, improvements, or legal rights associated with the land.

H37

Real Property:

As defined under the entry "**Real Property**" in **Bouvier's Law Dictionary (1856 Edition)**, real property combines both land and property, encompassing the physical soil and ground, any structures or fixtures permanently attached to it, and the associated legal rights, such as easements, mineral rights, and hereditaments.

I. PARTIES

1. **Claimant:** Kelsey Schier is the duly appointed Administrator of the Estate of Guenter Werner Schier, who passed away on January 31, 2023. Claimant has been granted legal authority through probate proceedings to manage the real property described herein. Claimant's mailing address is 258 A St. Ste. 1-89, Ashland, Oregon, Zip Exempt near [97520].
2. **Defendant Community 1st Credit Union:** Community 1st Credit Union (herein referred to as "Community 1st") is a business entity claiming an interest in the Claimant's property based on a lien and/or contract for a solar panel installation.
3. **Defendant Wells Fargo Bank, National Association:** Wells Fargo Bank, National Association, as Trustee for Option One Mortgage Loan Trust 2007-4, Asset-Backed Certificates, Series 2007-4 (herein referred to as "**Wells Fargo Trustee**"), is named for its claimed interest in the property under a contested Deed of Trust. This interest is based on assignments with procedural and substantive defects, as detailed herein. Wells Fargo acts through various agents, including PHH Mortgage Corporation and Western Progressive - Washington, Inc.
4. **Defendant PHH Mortgage Corporation:** PHH Mortgage Corporation (herein referred to as "**PHH**") is named for its role as the loan servicer for the contested Deed of Trust and as the parent company of NewRez LLC. (herein referred to as "**NewRez**") PHH has issued billing statements, communications, and foreclosure-related actions under its own name and through its subsidiary, NewRez, which operates as an alias for PHH in mortgage servicing and related activities. The company's regulatory history includes penalties for mortgage servicing violations, raising questions about its practices and credibility in this case. PHH and its subsidiary NewRez are collectively responsible for servicing and enforcement actions associated with the contested Deed of Trust.
5. **Defendant Western Progressive - Washington, Inc.:** Western Progressive - Washington, Inc. (herein referred to as "**Western Progressive**") acts as trustee and foreclosure agent for Wells Fargo Trustee, including issuing the Notice of Trustee Sale dated November 30, 2023, and performing other foreclosure-related actions under the contested Deed of Trust.
6. **Defendant Matthew J. Anderton:** Matthew J. Anderton is an individual purporting to act as a bankruptcy trustee in Case No. 24-01023. However, due to the invalidity of the bankruptcy petition, Defendant Anderton is acting outside the scope of any court authority and in his personal capacity. He has asserted unauthorized authority over the property and taken actions inconsistent with the Claimant's property rights.
7. **John Does 1-10:** John Does 1-10 are individuals or entities who may claim an interest in the property or who may have acted on behalf of Wells Fargo Trustee, PHH, or their agents in ways relevant to the claims set forth in this complaint.

While these entities, **Wells Fargo Trustee, PHH, NewRez and Western Progressive**, perform distinct functions, they collectively act in furtherance of the interests and claims asserted under the Deed of Trust. Their roles are addressed collectively as “**Wells Fargo**” in this complaint to reflect their shared responsibility for the actions and deficiencies detailed herein.

II. LAND AND PROPERTY DESCRIPTION

Property Address:

For the purposes of this complaint, any reference to "800 Koinonia Lane, Cle Elum, Washington 98922," or any variation thereof, is made solely for convenience in identifying the physical location of the property. This reference does not acknowledge or confer jurisdiction based on the associated federal ZIP code or any other part of the address.

The correct and lawful location of the land and property is as follows:

Parcel 1:

Acres 8.65

That portion of the East 600.0 feet of the West 1030.0 feet of the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 20 North, Range 14 East, W.M., in Kittitas County, of Washington State, lying Southwesterly of the main canal of the Kittitas Reclamation District.

Parcel 2:

Acres 8.77

That portion of the West 430.0 feet of the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 20 North, Range 14 East, W.M., in Kittitas County, of Washington State, lying Southwesterly of the main canal of the Kittitas Reclamation District.

All claims, rights, and responsibilities concerning the property are tied exclusively to this designation and are not subject to the jurisdiction implied by federal ZIP code regulations or conventions.

Property Description:

The property associated with the above-described land includes the following improvements, structures, and legal identifiers:

- **Property Address:** 800 Koinonia Lane, Cle Elum, WA 98922
- **Property ID#:** 20-14-34010-0007 and 20-14-34010-0006
- **Property Tax Parcel Numbers:** 849134 and 839134

III. JURISDICTION AND VENUE

This Court has the assumption of jurisdiction under RCW Chapter 7.28, which governs quiet title actions.

Venue is proper in Kittitas County because the property at issue is located in this county.

IV. FACTUAL ALLEGATIONS

Commitment to Responsible Estate Administration:

Since the passing of Guenter Werner Schier on January 31, 2023, Claimant has undertaken diligent efforts to identify and address valid debts associated with the estate. Claimant has issued multiple requests for validation of claims from alleged creditors to ensure that all legitimate obligations are resolved in accordance with the law. These efforts reflect Claimant's commitment to responsible estate administration, safeguarding the estate from invalid claims while ensuring that valid creditors are treated fairly and justly. The Claimant's actions are consistent with the duty to preserve the integrity of the estate and protect it from improper encumbrances.

Distinction Between Land and Property

Upon the passing of Guenter Werner Schier on January 31, 2023, the land described above located at approximately **800 Koinonia Lane** passed directly to the Claimant and his two sisters under principles of inheritance and **RCW 11.04.015**. Both sisters executed **Affidavits of Waiver of Rights of Inheritance** (explained in timeline below), transferring all rights to the Claimant, making him the sole heir to the land. The land itself is unencumbered, and Claimant holds clear title to the land by operation of law. Creditor claims pertain only to the property (structures and improvements) and do not affect the land.

Under historical inheritance principles, land passes directly to heirs upon the owner's death without the need for probate. Creditor claims are typically associated with the property (structures and improvements) rather than the land itself; this principle is consistent with Washington's intestate succession law, which allows for the direct inheritance of land. Creditor claims are typically associated with property (structures and improvements) and do not extend to the land unless explicitly included in the creditor's documentation.

However, modern probate law assumes that land is inseparable from property, treating them collectively as "real property." This conflation imposes probate requirements even on unencumbered land, creating unnecessary legal and financial burdens for rightful heirs.

The property associated with the land, including structures and improvements, remains subject to probate proceedings for the resolution of creditor claims, such as those asserted by Wells Fargo and Community 1st. The inclusion of the land itself in probate proceedings is inconsistent with historical principles and is unnecessary in this case, as the land passed directly to the Claimant upon his father's death.

Timeline of events:

- **January 31, 2023, Guenter Werner Schier passed away**, leaving the land located at 800 Koinonia Lane to his surviving heirs under principles of inheritance, including myself and my two sisters. The property, including structures and other improvements associated with the land, became part of his estate to be addressed through probate.

- **May 1, 2023: Debt Validation Attempt**
Claimant issued a formal request for debt validation to the alleged creditors, seeking documentation to verify the validity of the alleged debt and the legal standing of the parties asserting claims against the property.
- **March 3, 2023:** Claimant initiated a probate case for the Estate of Guenter Werner Schier. Based on the execution of Affidavits of Waiver of Rights of Inheritance by the only other surviving heirs, Claimant believed probate to be unnecessary and closed the case on **August 24, 2023**. The affidavits of waiver or rights by my siblings were recorded with the initial probate documents. However, it was later determined that closing the probate case was premature, as additional legal and administrative issues related to the estate required further proceedings, as outlined below.
- **April 23, 2023:** Claimant filed a **Quitclaim Deed**, believing it was sufficient to confirm ownership of the land, which had already passed to Claimant upon the death of Guenter Werner Schier. However, the inclusion of the terms "real property" and "property" in the deed was premature, as the land itself was not encumbered, and the claims of creditors pertain solely to the property (structures and improvements) and remain unproven and unsupported by valid legal documentation.
- **June 13, 2023: NewRez Response to May 1 RESPA Request**
NewRez provided an extensive response to the Claimant's May 1, 2023, RESPA request. While the response included a second version of the 2009 Assignment of Deed of Trust, it lacked critical documentation and failed to sufficiently address the deficiencies raised in the original request. Further issues regarding the validity and completeness of the provided assignment are discussed below.
- **July 12, 2023: RESPA Letter Completed**
Claimant issued a Qualified Written Request (QWR) under the Real Estate Settlement Procedures Act (RESPA) to validate the alleged debt and obtain documentation related to the contested Deed of Trust. This request sought to clarify the validity of the creditor's claim, chain of title, and compliance with applicable laws.
- **August 24, 2023:** Claimant filed a **Declaration of Homestead** for the property located at 800 Koinonia Lane under RCW 6.13.040. This declaration asserts that the property is the Claimant's primary residence, protecting it from forced sale or seizure by unsecured creditors and reinforcing the Claimant's intent to maintain ownership.
- **August 25, 2023:** Claimant filed an **Affidavit of Adverse Possession under Claim of Color Title**, asserting ownership of the land located at 800 Koinonia Lane. The affidavit establishes that the land has been continuously occupied, maintained, and taxes paid for over 26 years by the Claimant and his predecessor, Guenter Werner Schier. This filing serves as evidence of uninterrupted possession and counters any adverse claims to the land.
- **September 14, 2023: Second Notice and Demand**
Following insufficient or unsatisfactory responses to the RESPA request, Claimant issued a Second Notice and Demand for validation of the alleged debt, emphasizing defects in the chain of title and other procedural deficiencies.
- **September 16, 2023:** Claimant filed a **UCC-1 financing statement** in the public record to assert ownership of the land and property at **800 Koinonia Lane**. The filing challenged the validity of creditor claims and included allegations of statutory violations and constructive fraud by the respondents. Importantly, the filing remains **uncontested**,

further affirming the Claimant's position as the rightful owner and the lack of any valid competing claims.

- **October 31, 2023:** Claimant filed UCC-1 financing statements to establish security interests in specific property and fixtures located at 800 Koinonia Lane. These filings were made to protect the Claimant's interest in the property, strengthen ownership claims, and document rights against potential adverse parties.
- **November 4, 2023: Default Notice**
Claimant issued a Default Notice, formally notifying Defendants of their failure to validate the debt and address the deficiencies outlined in previous communications.
- **November 4, 2023: Cease and Desist Notice**
Claimant concurrently issued a Cease and Desist Notice, instructing Defendants to halt all collection and foreclosure activities unless and until validation of the debt and legal standing were provided.
- **November 30, 2023:** Western Progressive - Washington, Inc. issued a Notice of Trustee Sale for the property located at 800 Camp Koinonia Lane, Cle Elum, WA 98922, on behalf of Wells Fargo Trustee under the contested Deed of Trust. The notice scheduled the sale for February 2, 2024, despite unresolved issues regarding the validity of the Deed of Trust and related assignments.
- **January 24, 2024: Notice of UCC-1 Default and Demand**
Claimant issued a Notice of UCC-1 Default and Demand, asserting default under the Uniform Commercial Code (UCC) for failure to respond to prior notices and demands, further challenging the validity of the alleged debt and claims against the property.
- **February 28, 2024:** Claimant initiated a **federal case (1:24-cv-3029-SAB)** against PHH, challenging their lack of standing and the validity of their claims to the property. The case was ultimately dismissed for lack of jurisdiction, prompting Claimant to return to probate court to formalize administration of the estate and address ownership issues related to the property.
- **May 31 2024:** Claimant was formally appointed **Administrator of the Estate of Guenter Werner Schier** by the probate court, establishing Claimant's legal authority to manage the property.
- **June 23, 2024:** Claimant filed a bankruptcy petition (**Case No. 24-01023**) and included the property as part of the bankruptcy estate. This inclusion was based on a mistaken belief that it was proper. The petition was later rescinded and voided ab initio as a defective private contract, lacking the necessary elements to be valid or enforceable. (Explained in detail below)
- **December 19–26, 2024:** On **December 19, 2024**, Claimant issued a **Notice of Rescission of Bankruptcy Filing Due to Mistake and Wrong Venue**, addressed privately to the chambers of Judge Whitman L. Holt and Judge Frederick P. Corbit, and sent to the clerk with copies provided to both judges. Despite its private designation, the court filed the notice into the public docket on **December 20, 2024**. On **December 26, 2024**, Judge Whitman L. Holt filed a public response titled "**Scheduling Error**" (Doc 169), addressing the Notice of Rescission and consolidating it with the Claimant's pending dismissal motion.
- **December 27, 2024 – January 2, 2025:** On **December 27, 2024**, Claimant issued the **Second Private Notice of Rescission – Restatement of Intent, Legal Basis, and Response to Court's Public Filing**, explicitly marked **FOR PRIVATE CHAMBERS**

ONLY and NOT FOR PUBLIC FILING. Despite these designations, the notice was received by the court on **December 31, 2024**, and filed into the public docket. Only the cover sheet was made visible, with the remaining content sealed under a filing titled **MOTION to Seal Document**. On **January 2, 2025**, Judge Whitman L. Holt requested document to be sealed and responded publicly with **Doc 176, a Modified Scheduling Order & Order to Show Cause**, which consolidated the rescission notice with other motions but provided an insufficient response to the Claimant's concerns.

- **December 27, 2024:** Trustee Matthew J. Anderton set a deadline for property turnover, stating in his communications or filings that he would collect the keys to the property on this date. However, the trustee did not show up to take possession as indicated, and no turnover occurred.
- **December 29, 2024:** Trustee Matthew J. Anderton visited the property and noted obstructed access due to a locked cable and snow-covered driveway, stating that he did not proceed further. However, surveillance footage from the same day captured an individual believed to be Trustee Anderton inspecting the surveillance camera, gate, and access points on the property at 800 Koinonia Lane. This visit occurred days after the deadline set by Mr. Anderton for property turnover (December 27, 2024) and before the issuance of an Ex Parte Order authorizing property use on January 2, 2025.
- **December 30, 2024:** Trustee emailed the Claimant requesting access and coordination for removal of personal property. No response was received.
- **January 1, 2025:** Trustee Matthew J. Anderton, as stated in his Declaration of Non-Compliance (Doc 178), returned to the property and reported the same obstructions, including a locked cable and snow-covered driveway. On this same day, surveillance cameras on the property were destroyed, and associated equipment, including a power bank and antenna, was taken. Responding sheriff's deputies later arrived after a report of the disabled cameras, and body camera footage captured at approximately 15:16 documented the officers discussing the damage and missing equipment. Despite the trustee's visit and subsequent filing of an Ex Parte Order on January 2, 2025, granting himself authority to remove or disable surveillance equipment, no judicial authorization existed for actions taken prior to January 2. Notably, Doc 178 fails to mention any involvement by Trustee Matthew J. Anderton in disabling the cameras, raising questions about whether he or another individual was responsible for the tampering.
- **January 2, 2025,** Trustee Matthew J. Anderton spoke with the Claimant's neighbor, asking for assistance in plowing the road. This interaction underscores the trustee's reliance on informal means of addressing property access rather than seeking proper court-authorized solutions.
- **January 2–7, 2025:** On **January 2, 2025**, Claimant issued the **Final Default Notice of Rescission and Withdrawal of Jurisdiction**, which was received by the clerk via certified mail on **January 7, 2025**. As of this writing, no response has been given, and the notice has not been posted to the public record. Copies were sent to all creditors, the trustee, judges, appellate courts, and other relevant parties, as detailed in **Annex C**.
- On **January 2, 2025**, Trustee **Matthew J. Anderton** filed an Ex Parte Order Authorizing Use of Property of Estate, purporting to grant himself authority to remove locks, surveillance devices, and other equipment. Notably, this document did not bear a judicial signature, raising questions about its enforceability and whether prior actions on the property were improperly conducted without valid legal authority.

- **January 2, 2025:** The bankruptcy court issued a **Modified Scheduling Order & Order to Show Cause** in Case No. 24-01023. The court rejected the theory that the bankruptcy petition was a private contract, reiterated that all prior orders remain in effect, and set a hearing for January 15, 2025, to address pending motions and potential sanctions for repetitive or frivolous filings.

The bankruptcy petition filed on **June 23, 2024**, improperly included the property as part of the debtor's estate, despite the property belonging to the estate of **Guenter Werner Schier**. At the time, Claimant mistakenly believed this inclusion was proper. However, the original voluntary bankruptcy petition, **Case No. 24-01023**, is rescinded and voided ab initio as a defective private contract.

The rescission served as formal notice of the inherent flaws rendering the petition invalid from its inception. Under principles of private contract law, including **mutual mistake, lack of consideration, and misrepresentation** at the time of filing, the petition lacked the necessary elements to be a valid and enforceable contract. Consequently, it has always been devoid of legal, binding, or jurisdictional authority.

The acknowledgment did not invalidate the petition retroactively; rather, it formally communicated the preexisting defects that have rendered it void from the outset. Furthermore, Claimant later realized that the **property (structures and improvements)** were not yet fully owned, as it required completion of probate. This mistaken inclusion of the property in the bankruptcy petition means there is no valid bankruptcy estate to administer, and therefore, no need for a trustee to assert authority over the property.

This quiet title action now seeks to resolve these issues and clarify ownership of the **land and property**.

Community 1st filed a UCC-1 financing statement on December 2, 2019 describing a 6.48kW solar system and related components installed on the property at 800 Koinonia Lane. While the filing includes a legal description of the land, this is procedural for a fixture filing under the Uniform Commercial Code and does not create a lien on the land itself. The land remains unencumbered and is not subject to the claims asserted by Community 1st through the UCC-1 filing.

Wells Fargo has no valid claim to the property because they were not a party to the original contract and has relied on defective assignments that fail to meet the legal requirements necessary to establish standing. Without a valid assignment, their claim is baseless and unenforceable under Washington law.

The defects in the assignments include the following:

1. **Conflicting Versions of the 2009 Assignment:**
 - **NewRez Version:** NewRez provided a version of this assignment in response to a RESPA request on June 13, 2023 that lacks critical handwritten information,

including the deed of trust reference, parcel identification number (PIN), and execution date, yet it is signed.

- **Recorded Version:**
 1. This 2009 assignment was recorded in Kittitas County under Recording No. 200906190046.
 2. The version recorded in Kittitas County includes handwritten additions, such as references to the deed of trust, its date, and the PIN, which were added after the document was signed, rendering it inconsistent and unreliable. Annex B includes the NewRez version of this assignment, highlighting these discrepancies.
 3. **Erroneous Document Date:** The assignment states **January 22, 2007**, as the "Date of Document," which predates the creation of the Deed of Trust (January 27, 2007). This error is inconsistent and impossible, further undermining the document's reliability.
 4. **Delayed Recording:** The assignment claims to have been created on January 22, 2007, but was not recorded until June 19, 2009—over two years after the Deed of Trust was created and recorded. This significant delay is highly suspicious and further undermines the document's authenticity, particularly since the assignment could not have been created before the Deed of Trust.
- **All versions**
 1. fail to include an execution date in its acknowledgment section, a key requirement for establishing its validity under Washington law.
 2. The acknowledgment sections of the assignments fail to comply with RCW 64.08.060, omitting critical elements such as the venue (state and county) and confirmation that the signer personally appeared before the notary.
 3. The filing date of the assignments erroneously uses January 22, 2007, as the filing date, which could not have been the date of recording. This misrepresentation creates further inconsistencies and undermines the reliability and validity of the assignment.
 4. None of the assignments include a penalty-of-perjury notarial statement, which is required to ensure authenticity and legal enforceability.

2. Deficiencies in the 2013 Assignment:

- **Filing Number:** The 2013 assignment was recorded in Kittitas County under Recording No. 201302150011.
- **Incorrect Property Address:** The assignment incorrectly identifies the property as being located in Idaho instead of the correct address in Washington.
- **Execution by Questionable Authority:** The assignment was signed by Pamela Stoddard, identified as "Assistant Secretary" of Sand Canyon Corporation, without evidence of her authority to execute the document on behalf of the corporation. The lack of clarity surrounding her authority undermines the validity of the assignment.

- **Connection to the Deed of Trust:** While the assignment references the Deed of Trust dated January 22, 2007, and includes its filing number (200701260035), the assignment omits key details such as the parcel identification number (PIN) to properly associate it with the property.
- **Necessity for Correction:** The assignment was so deficient that a "corrective" assignment was recorded in 2023 under Recording No. 202309140001.

Deficiencies in the 2023 Corporate Assignment

- **Filing Number:** Recorded in Kittitas County under Instrument No. 202309140001.
- **Timing of Correction:** Executed and recorded over a decade after the 2013 Assignment it seeks to correct and only after Claimant's RESPA request challenged the validity of the chain of title. The significant delay undermines its credibility as a contemporaneous and valid transfer.
- **Potential Robo-Signing:** Signed by Netty Bangala, Vice President of Sand Canyon Corporation. On September 14, 2023, she purportedly signed nine other assignments across multiple jurisdictions for various entities. This volume of signatures raises concerns about robo-signing and whether the documents were properly reviewed or executed with authority.
 - **Shared Signatory Patterns:** Netty Bangala's role on the same date as Vice President, Senior Servicing Operations Specialist, or Assistant Secretary for unrelated entities, including PHH Mortgage Corporation and Sand Canyon Corporation, demonstrates a potential pattern of systemic processing rather than genuine execution.
 - **PHH as Beneficiary:** Across many assignments signed by Netty Bangala, PHH Mortgage Corporation consistently benefits, further raising questions about the impartiality and validity of her execution of the assignments.

3. Conclusion on Chain of Title Defects

- The cumulative defects in the 2009, 2013, and 2023 assignments break the chain of title and leave Wells Fargo without legal authority to enforce any claims against the property. These assignments fail to meet the legal requirements necessary to establish a valid interest in the property under Washington law.

Regulatory History and Deficiencies of PHH:

- PHH has faced regulatory enforcement actions, including penalties and oversight measures, for systemic failures in mortgage servicing, foreclosure practices, and consumer protection compliance.
- These actions, pursued by Washington State and 46 other states, reflect broader deficiencies that call into question PHH's ability to substantiate its claims in this case.
- The practices that led to these penalties highlight a consistent disregard for lawful and ethical servicing standards, directly undermining PHH's credibility as a loan servicer and its claims against the property. (Annex W)

On November 30, 2023, **Western Progressive - Washington, Inc.**, acting as trustee on behalf of Wells Fargo, issued a Notice of Trustee Sale for the property located at 800 Koinonia Lane, Cle Elum, WA 98922. The Notice of Trustee Sale was based on a defective chain of title and improperly initiated foreclosure proceedings without validating Wells Fargo's standing or the validity of the assignments supporting its claim to the property.

Trustee's Actions and Conduct

• Unauthorized Visits to the Property:

- Trustee Matthew J. Anderton visited the property on December 29, 2024, and January 1, 2025 (see Doc 178 Annex R), without providing adequate notice or securing valid judicial authorization (See Doc 179, 180 in Annex S and T).
- On January 1, 2025, the same day surveillance cameras on the property were destroyed, Mr. Anderton returned to the property. Associated equipment, including a power bank and antenna, was also removed during this time.

• Omissions in Declaration of Non-Compliance (Doc 178, Annex R):

- Trustee Anderton's Declaration acknowledges his presence at the property on January 1, 2025, yet fails to disclose or explain the destruction of surveillance equipment, raising significant questions about his involvement or knowledge of the incident.

• Disclosing Private and Confidential Information:

- On January 2, 2025, Trustee Anderton spoke with the Claimant's neighbor and disclosed plans to involve U.S. Marshals to forcibly remove the Claimant from the property and to destroy or remove surveillance equipment.
- These disclosures were made before filing the unsigned Ex Parte Order (entered on 01/02/25 at 19:45:03) purporting to retroactively grant himself authority for these actions. This conversation demonstrates a disregard for procedural requirements, confidentiality, and due process.

• Engaging in Unauthorized Actions:

- Trustee Anderton requested the neighbor, a director of the church camp adjacent to the property, to assist in plowing the snow-covered driveway. This action not only demonstrates his intent to act on the property without proper court authorization but also placed the neighbor in a position of potential legal scrutiny by involving them in activities that could be construed as trespassing or interference with the Claimant's property rights.
- The Ex Parte Order filed on January 2, 2025, at 19:45:03, did not bear a judicial signature, rendering it procedurally defective, legally unenforceable, and incapable of retroactively legitimizing prior actions.

• Creating an Environment of Fear and Insecurity:

- The unauthorized destruction of property, coupled with the disclosure of plans to forcibly remove the Claimant, has created a climate of fear, insecurity, and intimidation for the Claimant.
- These actions, combined with threatening and inappropriate behaviors by unknown individuals frequenting the property, underscore the urgent need for judicial intervention to safeguard the Claimant's rights and personal safety.

V. CLAIM FOR RELIEF – QUIET TITLE

Claimant incorporates the allegations in the preceding paragraphs as though fully set forth herein.

Claimant is entitled to quiet title under RCW 7.28.010 and RCW 7.28.120 because Defendants have no valid claim to the property or the land.

Claimant requests that this Court enter judgment declaring:
 Claimant holds superior title to the real property, free and clear of all claims by Defendants.
 Defendants' claims to the real property are invalid, null, and void.

Claimant reserves the right to seek preliminary or injunctive relief to prevent further harm or interference with the property and/or land by the Defendants, including but not limited to unauthorized actions by Trustee Matthew J. Anderton or his agents, foreclosure attempts by Wells Fargo, or legal actions initiated by Community 1st related to its UCC-1 filing or any other claims of interest in the property.

VI. JUDICIAL NOTICE

Claimant respectfully requests that this Court take judicial notice of the following documents pursuant to Washington ER 201, as they are part of the public record or verifiable, and are directly relevant to the claims and relief sought in this action:

- A. **Death Certificate** of Guenter Werner Schier filed in Probate Case No. 24-4-0007619 on May 31, 2024, at 9:31 AM.
- B. **Affidavits of Waiver of Rights** of Inheritance from Claimant's Siblings filed in Probate Case No. 24-4-0007619 on May 31, 2024, at 9:32 AM.
- C. **Letters of Administration** for the Estate of Guenter Werner Schier filed in Probate Case No. 24-4-0007619 on May 31, 2024, at 1:16 PM.
- D. **Quitclaim Deed** filed with the Kittitas County Recorder under Recording No. 202304070014.
- E. **Homestead Declaration** filed with the Kittitas County Recorder under Recording No. 202308240039.
- F. **Affidavit of Adverse Possession** filed with the Kittitas County Recorder under Recording No. 202308250035.
- G. **UCC-1 Financing Statement** filed with the Kittitas County Recorder under Recording No. 202310310020.

- H. **Notice of Trustee's Sale** issued by Western Progressive - Washington, Inc., and filed in Kittitas County under Recording No. 202311300030.
- I. **2009 Assignment** of Deed of Trust filed with the Kittitas County Recorder under Recording No. 200906190046.
- J. **2013 Assignment** of Deed of Trust filed in Kittitas County under Recording No. 201302150011.
- K. **2023 Corporate Assignment** of Deed of Trust filed in Kittitas County under Instrument No. 202309140001.
- L. **Example of Netty Bangala** Signing for PHH recorded in Lake County, Indiana, under Instrument No. 2022-507563.
- M. **Proof of Claim** filed in Bankruptcy Case No. 24-01023 as Claim 1-1 on November 8, 2024, by Wells Fargo Bank, National Association, as Trustee for Option One Mortgage Loan Trust 2007-4.
- N. **Doc 137: Order Granting Motion for Turnover of Property** filed in Bankruptcy Case No. 24-01023.
- O. **Doc 143: Order Granting Motion for Turnover of Real Property** filed in Bankruptcy Case No. 24-01023.
- P. **Doc 170: Notice and Scheduling Order** filed in Bankruptcy Case No. 24-01023.
- Q. **Doc 176: Modified Scheduling Order** and Order to Show Cause filed in Bankruptcy Case No. 24-01023.
- R. **Doc 178: Declaration of Non-Compliance** filed by Trustee Matthew J. Anderton in Bankruptcy Case No. 24-01023.
- S. **Doc 179: Motion for Ex Parte Order** Authorizing Use of Property Filed by Trustee Matthew J. Anderton in Bankruptcy Case No. 24-01023.
- T. **Doc 180: Ex Parte Order** Authorizing Use of Property of Estate filed by Trustee Matthew J. Anderton in Bankruptcy Case No. 24-01023.
- U. **Community 1st UCC-1 Financing Statement Filed** on December 2, 2019, this statement describes a 6.48kW solar system but fails to establish a lien or encumbrance on the land, as it is a procedural fixture filing under the UCC.

These documents are integral to demonstrating the procedural and substantive defects in the bankruptcy case, the lack of standing by Defendants, and the necessity of the quiet title action and associated relief.

VII. MOTION FOR TEMPORARY RESTRAINING ORDER

A. Relief Requested

Claimant seeks a Temporary Restraining Order (TRO) to:

1. **Prevent Trustee Actions:**

- Restrain Defendant Matthew J. Anderton (or any party acting under his direction) from interfering with or taking further actions on the property located at 800 Koinonia Lane, Cle Elum, Washington, including but not limited to:
 - Removing or destroying surveillance cameras, altering locks, or granting unauthorized access to third parties.
 - Marketing, listing, or attempting to sell the property.
 - Evicting Claimant or engaging in any conduct that interferes with Claimant's quiet enjoyment and security of the property.
- 2. **Restrict Foreclosure or Enforcement Actions:**
 - Prohibit Wells Fargo from initiating or continuing foreclosure proceedings against the property.
 - Prohibit Community 1st from asserting claims against the land based on its UCC-1 filing.
- 3. **Maintain the Status Quo:**
 - Direct all parties to refrain from:
 - Any eviction attempts, access restrictions, or actions to alter the property.
 - Listing, marketing, or selling the property without explicit judicial approval.
- 4. **Implement Immediate Protection:**
 - Issue a TRO effective for 14 days or until a preliminary injunction hearing is held.
 - Following the TRO, issue a preliminary injunction to maintain the status quo until resolution of the quiet title action.

B. Basis for Relief

1. Likelihood of Success on the Merits:

Claimant has a strong likelihood of success in the quiet title action because:

- The property passed directly to Claimant under RCW 11.04.015 and remains unencumbered.
- **Flawed Chain of Title:** Wells Fargo lacks a valid chain of title or proof of standing to assert any claim against the property. The assignments relied upon are deficient, including conflicting versions, improper execution, and misrepresentation of key details.
- **Trustee's Unauthorized Actions:** Trustee Matthew J. Anderton acted without judicial authority, as demonstrated by:
 - Visiting the property on January 1, 2025, the day surveillance cameras were destroyed, and subsequently filing an Ex Parte Motion on January 2, 2025, purporting to retroactively authorize his actions.
 - Disclosing plans to involve U.S. Marshals and requesting assistance from the Claimant's neighbor to plow the driveway without proper authority.

2. Immediate and Irreparable Harm:

The Claimant faces ongoing harm, including:

- **Destruction of Property:** Surveillance cameras were destroyed on January 1, 2025, and associated equipment was removed, compromising the property's security.
- **Threats to Safety:** Frequent trespassers have engaged in inappropriate behavior, including urinating on the property, exposing themselves to cameras, and photographing the property without authorization.
- **Potential Foreclosure and Eviction:** Unauthorized foreclosure or enforcement actions create significant uncertainty and risk long-term financial harm.

3. **Balance of Equities:**

- Defendants have failed to validate their claims or establish standing.
- The requested relief preserves fairness and prevents unjust harm to the Claimant, who has consistently sought to validate debts and address claims in good faith.

4. **Public Interest:**

- Issuing the TRO supports the public interest by protecting property rights, ensuring legal compliance, and upholding principles of fairness.

VIII. MOTION FOR EXPEDITED HEARING

A. **Relief Requested**

Claimant respectfully requests an expedited hearing to address the **Temporary Restraining Order (TRO)** and preliminary relief sought in this quiet title action.

B. **Basis for Relief**

The following facts underscore the urgent need for an expedited hearing:

1. **Immediate and Irreparable Harm:**

- Claimant faces ongoing and irreparable harm, including:
 - **Destruction of property:** Surveillance cameras were destroyed on **January 1, 2025**, and associated equipment was removed. These actions jeopardize the security of the property and Claimant's ability to monitor and protect it.
 - **Unauthorized access and interference:** Individuals, including those possibly acting under the direction of Defendants, have been observed:
 - Taking photographs of the property.
 - Engaging in inappropriate and threatening behavior, including urinating on the property, exposing their genitals to the cameras, and otherwise violating the Claimant's sense of security and peace of mind.
 - These behaviors are alarming and suggest an escalating risk to the safety of the Claimant and the property.
 - **Threats of foreclosure or sale:** Unauthorized attempts to market or foreclose on the property create uncertainty and potential long-term damage to Claimant's legal and financial interests.

- These harms cannot be remedied through monetary damages alone and necessitate immediate judicial intervention.
- 2. **Safety Concerns:**
The destruction of surveillance equipment and the behavior of unknown individuals frequenting the property have left the Claimant feeling vulnerable. Judicial intervention is necessary to ensure Claimant's safety and prevent further harm.
- 3. **Preservation of the Status Quo:**
 - Judicial intervention is required to **maintain the status quo** until the resolution of the quiet title action. Without immediate relief, Claimant's rights and safety are at risk of further harm through:
 - Unauthorized entry, eviction attempts, or sale of the property.
 - Interference with Claimant's lawful use, access, and enjoyment of the property.

C. Requested Action

To address the urgency of this matter, Claimant respectfully requests that this Court:

1. Schedule a hearing on the TRO and preliminary relief within 10 days of filing.
2. Allow expedited service of the complaint, TRO request, and hearing notice on all Defendants via electronic or alternative means, as necessary.
3. Grant additional relief necessary to protect Claimant's rights, safety, and property.

IX. PRAYER FOR RELIEF

WHEREFORE, Claimant requests the following relief:

1. A judgment declaring that Claimant is the sole owner of the property described herein and that Defendants have no valid claim to the property.
2. An order directing the Defendants, including Matthew J. Anderton in his private capacity, to cease and desist from asserting any claim to the property, including actions in any other court or venue.
3. An order affirming that any actions taken by the trustee, including but not limited to property interference on January 1, 2025, are null and void if conducted without valid judicial authorization or jurisdiction.
4. Damages for property damage caused by the Defendants' actions, including the destruction of the surveillance camera.
5. Preliminary or injunctive relief to prevent interference with the property or land, including unauthorized actions by Trustee Matthew J. Anderton or foreclosure attempts by Wells Fargo.
6. A determination that any claims against the property by Defendants be deemed invalid unless supported by legally sufficient documentation proving standing, chain of title, and compliance with applicable laws.
7. An order directing the Bankruptcy Court to close **Case No. 24-01023** and the related adversary cases **24-80025** and **24-80035** due to the invalidity of the petition and lack of jurisdiction.

8. A **Temporary Restraining Order** as set forth in Section VII, effective immediately upon filing, and remaining in place until the resolution of the quiet title action or further court order.
9. An **expedited hearing** to address the Temporary Restraining Order, as set forth in Section VIII, within **10 days**.
10. Costs, fees, and such other relief as the Court deems just and equitable.

Respectfully submitted,

Dated: January 11, 2025

By:  a.p.r.

kelsey: schier, Attorney-in-Fact for
Claimant: Kelsey Schier
Third Party Intervenor and Injured Party
All Rights Reserved Under UCC 1-308
Autograph as Authorized Representative
Administrator of the Estate of Guenter Werner Schier
Also an injured party

258 A St. Ste. 1-89
Ashland, Oregon, zip exempt near [97520]
kelseyschier@protonmail.com

ANNEXES

Claimant hereby incorporates the following documents as annexes to this complaint to support the allegations and claims set forth herein:

- A. **Death Certificate of Guenter Werner Schier:** Filed in Probate Case No. 24-4-0007619 on May 31, 2024, at 9:31 AM.
- B. **Affidavits of Waiver of Rights of Inheritance from Claimant's Siblings:** Filed in Probate Case No. 24-4-0007619 on May 31, 2024, at 9:32 AM.
- C. **Letters of Administration for the Estate of Guenter Werner Schier:** Filed in Probate Case No. 24-4-0007619 on May 31, 2024, at 1:16 PM.
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- G. **UCC-1 Financing Statement:** Filed with the Kittitas County Recorder under Recording No. 202310310020.
- H. **Notice of Trustee's sale Western Progressive,** Recording number 202311300030
- I. **2009 Assignment of Deed of Trust:** Filed with the Kittitas County Recorder under Recording No. 200906190046.
- J. **2013 Assignment of Deed of Trust:** Recorded in Kittitas County under Recording No. 201302150011.
- K. **2023 Corporate Assignment of Deed of Trust:** Recorded in Kittitas County under Recording No. 202309140001.
- L. **Example of Netty Bangala Signing for PHH:** Recorded under Instrument No. 2022-507563 in Lake County, Indiana, by Recorder Gina Pimentel at 2:13 PM.
- M. **Proof of Claim:** Filed in Bankruptcy Case No. 24-01023 as Claim 1-1 on November 8, 2024. Filed by Wells Fargo Bank, National Association, as Trustee for Option One Mortgage Loan Trust 2007-4, Asset-Backed Certificates, Series 2007-4, serviced by PHH.
- N. **Doc 137: Order Granting Motion for Turnover of Property:** Filed in Bankruptcy Case No. 24-01023, directing turnover of property based on an invalid bankruptcy petition.
- O. **Doc 143: Order Granting Motion for Turnover of Real Property:** Issued in Bankruptcy Case No. 24-01023, granting trustee access to the property despite the invalidity of the bankruptcy petition.
- P. **Doc 170: Notice and Scheduling Order:** Filed in Bankruptcy Case No. 24-01023, setting deadlines and hearing dates.
- Q. **Doc 176: Modified Scheduling Order and Order to Show Cause:** Issued in Bankruptcy Case No. 24-01023, consolidating motions and failing to address Claimant's objections to jurisdiction.
- R. **Doc 178: Declaration of Non-Compliance:** Filed by Trustee Matthew J. Anderton in Bankruptcy Case No. 24-01023, describing visits to the property on

December 29, 2024, and January 1, 2025, but omitting mention of camera destruction on January 1, 2025.

- S. **Doc 179: Motion for Ex Parte Order** Authorizing Use of Property Filed by Trustee Matthew J. Anderton in Bankruptcy Case No. 24-01023.
- T. **Doc 180: Ex Parte Order Authorizing Use of Property of Estate:** Filed in Bankruptcy Case No. 24-01023 by Trustee Matthew J. Anderton on January 2, 2025.
- U. **Community 1st UCC-1 Financing Statement:** Filed on December 2, 2019, describing a 6.48kW solar system but failing to establish a lien or encumbrance on the land itself, as it is a procedural fixture filing under the UCC.
- V. **Washington Joins 46 Other States Imposing Penalties on PHH:** Document evidencing regulatory enforcement actions taken against PHH for systemic failures in mortgage servicing and foreclosure practices. Highlights the company's credibility issues and prior misconduct relevant to the claims in this case.
- W. **Surveillance footage and Body cam footage log**
- X. **2009 Deed of trust NewRez version,** acquired in a response to RESPA 2023 06 13, shows lack of handwritten references.
- Y. **Notice of Contract Issues:** Issued by Claimant to relevant parties, addressing defects in the voluntary bankruptcy petition, Case No. 24-01023.
- Z. **Second Notice:** Follow-up notice issued by Claimant regarding procedural and substantive defects in the bankruptcy petition, Case No. 24-01023. Note: excludes the petition and first notice as they are already annexed in Annex A.
- AA. **Default Notice:** Final notice issued by Claimant asserting failure by respondents to cure defects or validate claims, related to Bankruptcy Case No. 24-01023. Note: excludes the petition, first notice, second notice, petition and response to the first notice as they are already annexed under Annex A and/or B.
- BB. **2023-05-02: NewRez LLC Response to Validation Request**
NewRez LLC provided a response to the Claimant's May 1, 2023, debt validation request. While lengthy, the response lacked sufficient documentation or validation to address the deficiencies raised, leaving critical questions unresolved.
- CC. **Nine Examples of Netty Bangala's representation on other assignments 9/14/2023**
Nine assignments signed by Netty Bangala and filed on September 14, 2023, demonstrate her involvement in multiple transactions across various entities, including PHH Mortgage Corporation and Wells Fargo Bank. This pattern raises concerns about potential robo-signing practices and document authenticity.

Claimant reserves the right to submit additional evidence or documentation as may be necessary to support this complaint.



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FILED

2025 JAN 29 PM 12:00

KITTITAS COUNTY
SUPERIOR COURT CLERK

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITTITAS

KELSEY SCHIER, Administrator
Of the Estate of Guenter Werner Schier

Plaintiff,

v.

Community First, Wells Fargo Bank, National
Association, as Trustee For Option One Mortgage
Loan Trust 2007-4, Asset-Backed Certificates,
Series 2007-4, Western Progressive – Washington,
Inc., PHH Mortgage Corporation, Matthew J.
Anderton, John Does 1-10,

Defendants.

Case No. 25-2-0000319

ORDER VACATING TRO

This matter came before the Court in regular open proceedings on this January 28, 2025, on the motion by Matthew J. Anderton as attorney for Matthew J. Anderton, the Chapter 7 bankruptcy trustee serving in the case In re Kelsey Schier, Debtor, now pending in the United States Bankruptcy Court for the Eastern District of Washington, Case No. 24-01023-WLH7 (the "Motion.") The Motion, which was filed and served January 27, 2025, requests this Court to vacate the "Order Granting Temporary Restraining Order" entered herein on Tuesday, January 21, 2025 (hereafter "TRO").

Trustee Matthew J. Anderton represents that he received no advance notice of the plaintiff's motion seeking the TRO, that it has not been served upon him, and first became aware of the TRO on Sunday, January 16, 2025, when he was reviewing materials filed with the Clerk of the United States Bankruptcy Court. Trustee Matthew J. Anderton contends that the TRO is void for having been obtained in violation of the automatic stay applicable in bankruptcy cases under § 362(a). The Clerk's papers do not show that Plaintiff has served Matthew J. Anderton with a summons, the complaint, or

ORDER VACATING TRO

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ANDERTON LAW FIRM
1424 Summitview Avenue
Yakima, Washington 98902
Telephone (509) 469-6648

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1 the motion for a preliminary injunction. Copies of the Motion to Vacate TRO were served by Mr.
2 Anderton via first class mail on January 27, 2025, with an additional copy transmitted via email on the
3 morning of January 28, 2025. Plaintiff Kelsey Schier X appeared / _____ did not appear at
4 the proceedings held on the trustee's Motion To Vacate.

5 For cause shown, and based on the records and proceedings herein, this Court finds and
6 concludes that the automatic stay arising under the federal Bankruptcy Code, 11 U.S.C. § 362,
7 expressly prohibits, inter alia, "any act to obtain possession of property of the [bankruptcy] estate
8 or of property from the [bankruptcy] estate or to exercise control over property of the
9 [bankruptcy] estate," that the United States Bankruptcy Court for the Eastern District of Washington
10 has jurisdiction over the parcels of property that are the subject of this action as those parcels constitute
11 property of the bankruptcy estate under 11 U.S.C. § 541, that pursuant to 11 U.S.C. § 362(c), the
12 bankruptcy stay under Section 362(a) remains in effect as to such property as long as such property
13 remains property of the bankruptcy estate, and that the subject TRO on its face violates the automatic
14 stay by purporting to restrict the bankruptcy trustee's access to, control over, and other actions relating
15 to property of the bankruptcy estate.

16 Based on the foregoing, this Court GRANTS the Motion to Vacate TRO, and hereby
17 ORDERS:

18 That the Order Granting Temporary Restraining Order entered January 21, 2025, be and hereby
19 is VACATED in its entirety;

20 That the hearing previously set by this Court for February 3, 2025, is stricken;

21 That bankruptcy trustee Matthew J. Anderton reserves all rights to bring before the Court
22 additional matters in due course, including the right to request sanctions pursuant to CR 11;

23 That notice given by trustee Matthew J. Anderton of the Motion to Vacate TRO was sufficient
24 given the circumstances of this case; and

25 That this order shall be effective immediately.

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27 /// /// ///

28 ORDER VACATING TRO

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1 Done in Open Court this
2 29th Day of January, 2025

3 Time: 11:53am

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5 
6 _____
7 Honorable James Kirkham / Honorable Chris Herion
8 Superior Court Judge

8 Presented by:

9 
10 s/s Matthew J. Anderton
11 Matthew J. Anderton, WSBA 14163
12 Attorney For Matthew J. Anderton
13 Bankruptcy Trustee
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27 ORDER VACATING TRO

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