

Caroline M. Snyder  
8352 Meghan Drive  
Sylvania, Ohio [43560]

Harry L. Snyder  
8352 Meghan Drive  
Sylvania, Ohio [43560]

2009 OCT 20 PM 1:50

U.S. DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
TOLEDO

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
WESTERN DIVISION

NOVASTAR MORTGAGE, INC )  
8140 Ward Parkway, Suite 200 )  
Kansas City, Missouri 64114 )

Plaintiff )

VS )

Caroline M. Snyder, Pro. Per. )  
8352 Meghan Drive )  
Sylvania, Ohio [43560] )

Harry L. Snyder )  
8352 Meghan Drive )  
Sylvania, Ohio [43560] )

Unknown Tenants of )  
8352 Meghan Drive )  
Sylvania, Ohio [43560] )

Defendants )

Case No. 3:2007cv480

MOTION TO DISMISS WITH  
PREJUDICE INSTEAD OF  
WITHOUT PREJUDICE

JUDGE: JAMES G. CARR

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**REQUEST FOR MOTION TO DISMISS  
WITH PREJUDICE, INSTEAD OF WITHOUT PREJUDICE**

The undersigned Defendants Caroline M. Snyder and Harry L. Snyder, (hereinafter referred to

as “we”), are by this writing requesting Judge James G. Carr, and this Court to convert the Dismissal of the above stated case to “Dismissed With Prejudice” instead of “Dismissed Without Prejudice”. We understand “Dismissed Without prejudice” is the standard way of doing things in cases like this, but we hope Judge Carr will take into consideration that these are Extraordinary Circumstances where abuse of the Court system was perpetrated right under his nose, hoping to mislead and draw him in to condone their actions.

And for the following reasons we ask to have the Dismissal converted to a “Dismissed With Prejudice.”


1. It is apparent to anyone reading the case, and studying the filings, that NovaStar Mortgage, Inc. knew they did not have the Mortgage Contract and the Promissory Note in their possession when they hired an attorney and filed the lawsuit trying to Foreclose.
2. That means NovaStar knew they had no Standing in Court. First of all, because NovaStar hired an attorney, and attorneys are trained in the law, and are not supposed to be misrepresenting and abusing the law, and would have notified NovaStar that if they did not have the Mortgage Contract and the Promissory Note they would have no Standing in Court, as per in re Foreclosure Cases, 2007 WL 3232430 Judge Boyko of N. D. of OHIO. Accord, e.g. In re Foreclosure Cases, 521 Supp. 2d 650 ( S.D. Ohio 2007 ) Rose. J.
3. We are sure the attorney notified NovaStar Mortgage, Inc. that they did not have Standing in Court, because that is his Duty.
4. It is obvious NovaStar Mortgage, Inc. is not the owner of the Mortgage Contract and the Promissory Note, but represented themselves to be in possession of them. If they did have the Mortgage Contract and Promissory Note, they would have brought them forward and won the case.

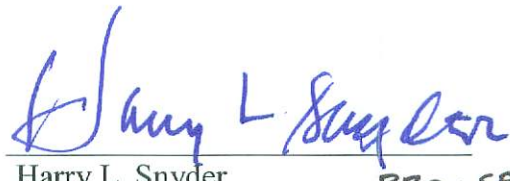
5. It is obvious NovaStar Mortgage, Inc. did not even have a Valid Assignment, or they would have brought that forward and won the case.
6. NovaStar selected to Misrepresent themselves, take advantage of the Judge and Mislead the Court, and move forward as if they Did have Standing, ignoring all our requests for Verification and hoping to sneak by with a Summary Judgment.
7. Initially NovaStar Mortgage, Inc., by and through its attorney, tried to mislead the Court and lied about having proper Service of the papers for the Defendants.
8. The Defendants have in their possession, and have filed into the case as Exhibit A at the time, a letter from NovaStar Mortgage, Inc. stating they have sold / assigned / transferred the Promissory Note to a third party. Knowing this, they ignored all our efforts to shed light on the fact they did not have the Mortgage Contract and the Promissory Note, and still kept pursuing us in a predatory way.
9. We filed a Request for Discovery. The questions were ignored and stone-walled, violating Rules of Court. We requested Proof of Standing in Court, by Proof of Ownership of the Mortgage Contract and the Promissory Note / Affidavit of Assignment / Power of Attorney and / or Sworn Statement from a competent Bank official that the account was not closed by the original "Lender". It was all ignored and stone-walled. In Discovery, the Plaintiff had the obligation and the burden of proof to establish the evidence of Standing. See, e.g., DaimlerChrysler Corp. vs. Cuno, 547 U.S. 332, 342, ( 2006 ). They never did.
10. We presented NovaStar Mortgage, Inc. with a large number of Truth in Lending Act violations. Including the fact that the violations gave us the right to have the Mortgage Contract rescinded. It was all ignored and stone-walled.
11. We sent a Lawful request for information under RESPA. The issues we brought up were

ignored and stone-walled.

12. We notified NovaStar Mortgage Inc. that there is no evidence anywhere that they are authorized to operate in Ohio. There is no registration anywhere, contrary to State Law.
13. Because of these, and many other reasons displayed in the numerous filings into the case, we request that Judge Carr look at the many violations of law, misrepresentations, abuse of the Court system, bad faith, constructive Fraud, and flat out lies and convert the Order from reading "Without prejudice" to With prejudice".

Timely submitted on the 20<sup>th</sup> of October, 2008

  
Caroline M. Snyder *PRO-SE*  
8352 Meghan Drive  
Sylvania, Ohio [43560]

  
Harry L. Snyder *PRO-SE*  
8352 Meghan Drive  
Sylvania, Ohio [43560]

Copies by Certified Mail sent to:

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8140 Ward Parkway, Suite 200  
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Lucas County Treasurer  
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