

No. 18-7472

ORIGINAL

Supreme Court, U.S.
FILED

JAN 14 2019

OFFICE OF THE CLERK

IN THE

SUPREME COURT OF THE UNITED STATES

Cynthia M. Yoder — PETITIONER
(Your Name)

vs.

Good Will Steam Fire Engine Co. — RESPONDENT(S)
et al

ON PETITION FOR A WRIT OF CERTIORARI TO

United States Court of Appeals

(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

Cynthia M. Yoder
(Your Name)

1319 Ellis Woods Rd
(Address)

Pottstown, Pa 19465
(City, State, Zip Code)

QUESTION(S) PRESENTED

Has FRAUD been committed on the Court leading to numerous clear legal errors for unjust enrichment of Appellee?

- 1) Failure to abide by Chester County Rules of Procedure and Federal Rules of Procedure.
- 2) Violation(s) of National Conference of Commissioners on Uniform State Laws (Uniform Power of Attorney Act (2006).
 - a) Deliberate error of not joining all parties.
 - b) Anticipatory Breach of Contract.
 - c) Breach of Contract.
 - d) Fair Debt Collections Act, Time for filing on debt and the statute of limitations expired per Medicare Rules (*42 CFR 410.41: Requirements for Ambulance Suppliers*) and Unjust Enrichment.
 - e) Elder abuse.
 - f) Section 1983 violations.

LIST OF PARTIES

All parties appear in the caption of the case on the cover page.

All parties **do not** appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

Good Will Steam Fire Engine Co. No. 1
Mr. James D. Young

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IN THE
SUPREME COURT OF THE UNITED STATES
PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment k

OPINIONS BELOW

[] For cases from **federal courts**:

The opinion of the United States court of appeals appears at Appendix A,B to the petition and is

[] reported at _____; or,
[] has been designated for publication but is not yet reported; or,
[] is unpublished.

The opinion of the United States district court appears at Appendix _____ to the petition and is

[] reported at _____; or,
[] has been designated for publication but is not yet reported; or,
[] is unpublished.

[] For cases from **state courts**:

The opinion of the highest state court to review the merits appears at Appendix _____ to the petition and is

[] reported at _____; or,
[] has been designated for publication but is not yet reported; or,
[] is unpublished.

The opinion of the _____ court appears at Appendix _____ to the petition and is

[] reported at _____; or,
[] has been designated for publication but is not yet reported; or,
[] is unpublished.

JURISDICTION

[] For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was Oct. 11, 2018.

[] No petition for rehearing was timely filed in my case.

[] A timely petition for rehearing was denied by the United States Court of Appeals on the following date: Nov. 9, 2018, and a copy of the order denying rehearing appears at Appendix A.

[] An extension of time to file the petition for a writ of certiorari was granted to and including _____ (date) on _____ (date) in Application No. A.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1254(1).

[] For cases from **state courts**:

The date on which the highest state court decided my case was _____. A copy of that decision appears at Appendix _____.

[] A timely petition for rehearing was thereafter denied on the following date, _____, and a copy of the order denying rehearing appears at Appendix _____.

[] An extension of time to file the petition for a writ of certiorari was granted to and including _____ (date) on _____ (date) in Application No. A.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1257(a).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

United States Constitution

4th Amendment

8th Amendment

14th Amendment

Fraud on the Court (oath and ethics)

Uniform Power of Attorney Act 2006

Breach of Contract

Anticipatory Breach of Contract

Older Adults Protective Services Act (2016, 2017)

Fair Debt Collections Act

Medicare Rules

Unjust Enrichment/Financial Exploitation

STATEMENT OF THE CASE

Appellant incorporates all previous dockets and exhibits.

This Court has jurisdiction per the proclaimed and sworn oath of honesty, and per the ethics they are to abide by. And *Block v. Hirsh*, 256 U. S. 135, 256 U. S. 154, as to the respect due to a declaration of this kind by the legislature so far as it relates to present facts. But, even as to them, *U.S. Supreme Court Chastleton Corp. v. Sinclair*, 264 U.S. 543 (1924) “*a Court is not at liberty to shut its eyes to an obvious mistake when the validity of the law depends upon the truth of what is declared*”. 256 U.S. 256 U. S. 154. *Chas. Wolff Packing Co. v. Court of Industrial Relations*, 262 U. S. 522, 262 U. S. 536.

Good Will Steam Fire Engine Company No. 1, represented by Mr. James D. Young, filed a civil complaint against Mr. Strunk, on April 13, 2017 before the Honorable Judge Leonard Brown, *Magisterial District Number 15-3-01*, docket number *MJ15301-CV-0000098-2017*. This complaint by Good Will Steam and Fire Engine Company No. 1, t/b/a Good Will Ambulance was withdrawn on April 24, 2017. Appellant, Ms. Cynthia M. Yoder, as appointed Power of Attorney notified the Court by responding to the Court. It was hand delivered.

Appellant is equal to the Principal of the Power of Attorney contract per the legal language of the Power of Attorney Contract. For this reason Appellant states the following legal errors.

Fraud on the Court

Appellees, Good Will Steam and Fire Engine Company No. 1, t/b/a Good Will Ambulance, and Mr. Young, after withdrawing the complaint in Magisterial Court then filed the complaint in the Court of Common Pleas Chester County, 2017-04862. Mr. Young failed to include Appellant, as appointed power of attorney an a necessary party, indispensable party, after being informed of Appellant being an Agent/POA for Mr. Strunk. Appellee failed to amend the complaint to include Appellant as appointed power of attorney even after the Court informed the Appellee of the appointed power of attorney by Order, October 4, 2017. Appellee, Attorney Mr. Young is violating his oath, failing to be honest as well

as committing fraud on the Court in violation of oath, ethics and 049 Pa. Code § 45.104. Fraud or deceit. As used in section 10(6) of the act (63 P. S. § 1710(6)), “fraud and deceit” includes, but is not limited to, the following types of conduct:

- (1) Misrepresenting or concealing a material fact in obtaining payment for services.

And “fraud which is directed to the judicial machinery itself and is not fraud between the parties.... It is thus fraud where the court or a member is corrupted or influenced or influence is attempted or where the judge has not performed his judicial function — thus where the impartial functions of the court have been directly corrupted,” per F.R.C.P. 60(b). **Reference:**

Bullock v. United States, 763 F.2d 1115, 1121 (10th Cir. 1985).

Additionally, Appellee, attorney Mr. Young has violated C.C.C.R.P. Rule 200.1, 206.4(c)(2)(3) as well as 205.2(b), Pa Code 231 Chapter 1000, Rule 1028(a)(5) and Rule 1030-fraud, as it states lack of capacity to sue, **nonjoinder of a necessary party** or misjoinder of a cause of action. As well as violating court rules for an incapacitated individual – 237 Pa.R.C.P.No. Rule 345, 231 Pa.R.C.P.No. 2054, 2056(b)(3),(4),(c)(1),(2), (d), (e) as Appellees and the Court were notified, oath and ethics.

Therefore, Appellee has committed Perjury in violation of 18 Pa.C.S. Section 4904. As well as shown disrespect towards the tribunal per 204 Pa.Code Rule 3.3. All due to the Appellee failing to include a necessary party and indispensable party. Appellant who is equal to the Principal, Mr. Strunk, an incapacitated individual, now 80 years of age has demanded the action(s) cease and still the Appellee after being informed by the Court in *GOOD WILL STEAM FIRE ENGINE COMPANY NO. 1 ET AL VS. RANCE M. STRUNK, SR.* 2017-04862, Order on October 4, 2017, Id. Footnote 1, “defendant has appointed power of attorney”, the Appellee proceeded.

Appellees have violated 234 Pa. Code Rule 504(2), (11) as Appellant was not included and is a necessary and indispensable party due to the unchallenged power of attorney contract by the Appellees.

The time for challenging the power of attorney has expired.

Anticipatory Repudiation

Appellant incorporates all of the above.

Appellees, Mr. Young being an attorney, had knowledge of the power of attorney contract, failed to challenge it and thus deliberately anticipated breaching the Power of Attorney contract. Therefore, *Anticipatory repudiation - 13 Pa. Cons. Stat. § 2610 (1),(2)* does exist as well as the Court having acknowledged the Appellant being an appointed power of attorney by Order of the Court on October 4, 2017 *Id.* Footnote 1.

Violation(s) of National Conference of Commissioners on Uniform State Laws (Uniform Power of Attorney Act (2006))

Appellees, Good Will Steam and Fire Engine Company No. 1, t/b/a Good Will Ambulance and attorney Mr. Young, failed to challenge the Power of Attorney Contract prior to April 24, 2017. Therefore, Appellees have violated the Uniform Power of Attorney Act of 2006, breaching the contract of March 13, 2009, as Appellant is “power of attorney in fact AGENT” for Mr. Strunk, (And Mrs. Strunk as the power of attorney is joint. As well as the Agent is equal to the principal.)

Appellant, had given previous notice of Power of Attorney in 2015 (Trip log.), 2016 (Invoice with an amount billed to Medicare and a higher billed amount for Mr. Strunk to pay.) and March 16, 2017.

Appellees were aware of Ms. Yoder being Agent/POA for Mr. Strunk prior to filing of their request to re-instate the complaint on February 23, 2018 which also did not include Appellant. The action of the Appellees was deliberate, a course of action that should have been known by the Appellee, Mr. Young as an attorney to include Appellant.

Appellee’s failure to challenge the power of attorney has violated the Uniform Power of Attorney Act of 2006 as it was not challenged. Appellant as appointed power of attorney was not joined, *Uniform Power of Attorney Act of 2006, SECTION 120. LIABILITY FOR REFUSAL TO ACCEPT ACKNOWLEDGED POWER OF ATTORNEY, 20 Pa. Cons. Stat. Ann. § 5608(a) (West 2005)*

(1992 Amendment. Section 27(e) of Act 152 provided that section 5608 shall apply beginning with the effective date of Act 152. **Cross References.** Section 5608 is referred to in sections 5608.1, 5608.2 of this title. **§ 5608.1. Liability for refusal to accept power of attorney.** **(a) Acceptance required.**--Except as provided under subsections (b) and (d),

c) **Violation.**--A person who refuses, in violation of this section, to accept a power of attorney shall be subject

to:

(1) Civil liability for pecuniary harm to the economic interests of the principal proximately caused by the person's refusal to comply with the instructions of the agent designated in the power of attorney.

A court order mandating acceptance of the power of attorney.

Breach of Contract

Appellant asserts Appellees have violated 18 U.S. Code Chapter 96 § 1965 and contract, breach of contract, 9 Pa.B. 2523 CHAPTER 68.CONTRACT COMPLIANCE § 68.2. Imposition of sanctions; subject to (1)(2)(3)(4)(5). **Reference:** In Pennsylvania, a breach of contract action involves (1) the existence of a contract, (2) a breach of a duty imposed by the contract, and (3) damages. *J.F. Walker Co., Inc. v. Excalibur Oil Group, Inc.*, 792 A.2d 1269 (Pa.Super.2002). Additionally, it is axiomatic that a contract may be manifest orally, in writing, or as an inference from the acts and conduct of the parties. *John Edward Murray, Jr., Cases and Materials on Contracts* 184 (3rd ed.1983) (citation omitted). The contract has been recognized by the Court in the Order of October 4, 2017.

Appellant as Mr. Strunk's Agent/POA, states Mr. Strunk is an incapacitated person and deserves representation he was not served with the complaint as he is not a resident of the family home.

The Court informed them of the power of attorney contract on October 4, 2017 and the Appellant numerous times prior.

Fair Debt Collections Act, Time for filing on debt and the statute of limitations expired per Medicare Rules and Unjust Enrichment

Appellant states violations of 15 U.S.C. §1692g(a)(1-5),(d); 15 U.S.C. § 1692(e)(2)(A),

(4), (5), (7), (9),(10), (14); 15 U.S.C. § 1692f (1),(6)(A)(C).

Appellee has filed for services of unpaid invoices due to Appellee's contract with Ambulance Recovery Service, collection agent, as they failed to submit to Medicare in a timely fashion. **Reference:** 42 CFR 410.41: Requirements for Ambulance Suppliers. Hence, the statute of limitations per Medicare Rules has expired.

Appellant seeks the Court to determine if Appellees and any others are colluding. Has Appellee, Mr. Young, breached his fiduciary duty, oath and ethics as an attorney, or other officers of the Court, seeking money for services that those who Good Will Ambulance employs, Ambulance Recovery Service, failed to submit to Medicare? **Reference:** OIG Report: Inappropriate Payments and Questionable Billing for Medicare Part B Ambulance Transports and 42 CFR 410.41: Requirements for Ambulance Suppliers found on <https://www.cms.gov/Outreach-and-Education/Medicare-Learning-Network-MLN/MLNProducts/Fast-Facts/Ambulance-Transport.html>.

Appellant clarifies for the Court the following violation: The dates are October 11, 2013, December 4, 2013. However, the time for such collection of fees for Service(s) is beyond the statute of limitations per Medicare Rules (See paragraph above.) and no enforcement of judgment is legally valid to invoices for services prior to the rules per Medicare Rules and Appellee has failed to contact Medicare for other avenues. As this is also in violation of the Fair Debt Collection Act, as is breaching the power of attorney contract, having prior knowledge was evident including notification from the Court by Order in *GOOD WILL STEAM FIRE ENGINE COMPANY NO. 1 ET AL VS. RANCE M. STRUNK, SR.* 2017-04862, Order on October 4, 2017, *Id.* Footnote 1.

Appellees, Good Will Ambulance's unknown, unnamed employee of Appellee, Good Will Ambulance who maintains a contract with Ambulance Recovery Service, **FAILED to submit claims to exhaust all avenues to obtain payment** from Medicare for October 11, 2013, December 4, 2013. (Appellant affirms Mr. Strunk having been a Medicare recipient since February 1, 1998. It should be noted Good Will Ambulance has provided services in the past. As Appellant can affirm Mr. Strunk has

been taken to the hospital numerous times via ambulance for over 20 years. As there have been no unpaid bills in the past, as it is presumed they were submitted to Medicare. Appellant, on behalf of Mr. Strunk retains a Medi-Gap Policy as his AGENT handles all bills, and now Mr. Strunk is a Medicaid recipient in a long term care nursing facility.)

Upon Appellant, who is authorized to speak to Medicare by Mr. Strunk, and the appointed power of attorney contract, did place several calls to Medicare. Appellant doing so and doing some research it was possible for Appellee to seek reimbursement by contacting Medicare or online at <http://www.medicareadvocacy.org/take-action/self-help-packets-for-medicare-appeals/>. However, the time for filing was expired.

Appellant, AGENT/POA, has discovered a coding error for Invoices of January 7, 2015 and April 27, 2015. Good Will Ambulance, or one employed by Good Will Ambulance of Ambulance Recovery Service(s), continues to improperly code the bills to Medicare regarding mileage charges. Appellant has made numerous calls to Medicare to verify the improper coding issue by the Good Will Ambulance, or their contracted employees of Ambulance Recovery Services, it appears the employee is utilizing a 'GY' code. Medicare determines this code as "Statutorily Excluded". Hence, Good Will Ambulance will never receive payment for a 'GY' code no matter who they have provided services for or on behalf of.

Appellant has no knowledge, since my appointment of my Power of Attorney on March 13, 2009, of Good Will Ambulance making any other prior claims. Therefore, it is a billing issue on the part of Good Will Ambulance and those they have contracted to do collections, Ambulance Recovery Service. Is Appellee, Mr. Young on behalf of Good Will Ambulance seeking unjust enrichment?

Suggested Answer: YES!

As for the Good Will Ambulance bill of April 27, 2015 it was never submitted to

Medicare, error of Ambulance Recovery Service, Appellant nor Mr. Strunk are contracted with Ambulance Recovery Service as an employee. Therefore, it is not something the Appellant can control on behalf of Mr. Strunk as his power of attorney or the Appellees.

The bill of August 13, 2015, the invoice again not submitted to Medicare and Mr. Strunk's Medigap policy is secondary and will not pay until Medicare pays. The time for correction has expired per Medicare rules. (See website previously referenced.)

Elder Justice Act 2009

Appellant advocates for Mr. Strunk (and Mrs. Strunk) who are both well over the age of 60 have been abused by Appellees actions of breaching the power of attorney contract.

Appellees, attorney Mr. Young are attempting and have attempted to financially exploit and abuse the elderly, extort money from the elderly and now joint property, Appellant's and other resident's belongings. Appellant affirms Mr. Strunk's disability, he is now and has been an incapacitated individual in the same long term care nursing facility for two (2) years. Appellant respectfully asks the Court to review and abide by *Pa.R.C.P. 430(a)* as Mr. Strunk was never served with the complaint. Mr. Strunk does not live in the family home of the Strunk's in Chester County, Pennsylvania. **Reference:** *Elder Justice Act 2009 and TITLE 35. HEALTH AND SAFETY CHAPTER 58. OLDER ADULTS PROTECTIVE SERVICES ACT, CHAPTER 1. PRELIMINARY PROVISIONS 35 P.S. § 10225.103 (2013) § 10225.103 and Civil Financial Exploitation 35 P.S. § 10225.101 -10225.103 (2017).*

Appellees have harassed Appellant, who Mr. Strunk (and Mrs. Strunk) appointed as their POA/Agent, per 18 Pa.C.S. § 2709(a), (3) and defaming Appellant's character, and Mr. and Mrs. Strunk's character who Appellant is the Agent for. As well as credit character in violation of 42 Pa. C.S.A. § 8343(a).

Appellees have violated the Uniform Power of Attorney Act, Elder Justice Act of 2009, two counts as Mr. and Mrs. Strunk have a joint power of attorney contract and have been married in the Commonwealth of Pennsylvania for over 60 years and residing in the Commonwealth of Pennsylvania,

and the American Disabilities Act (ADA). Appellant affirms Mr. Strunk is now 80, disabled since 1994. Therefore, Appellant on behalf of Mr. Strunk states he meets the criteria of Pennsylvania Code Title 55 Pa.C.S. § 5501, and an incapacitated individual.

Mr. Strunk (and Mrs. Strunk) made a choice in 2009 of Agent/Power of Attorney as their right under the Uniform Power of Attorney Act (2006) and appointed the Appellant.

Appellant respectfully requests the sheriff's sale to be voided, "the sheriff's sale may be set aside after delivery of the sheriff's deed based on fraud or lack of authority to make the sale." **Reference:** *Knox v. Noggle*, 328 Pa. 302, 196 A. 18 (1938); *Workingmen's Sav. and Loan Ass'n of Dellwood Corp. v. Kestner*, 438 Pa.Super. 186, 652 A.2d 327 (1994) and *In DEUTSCHE BANK NATIONAL TRUST COMPANY v. Colon*, 2015 and *Block v. Hirsh*, 256 U. S. 135, 256 U. S. 154.

As Appellant was present on June 26, 2018 upon the Sheriff's Officers showing up an agreement was reached with attorney Ms. Denise Foster, as she was present on June 26, 2018. (No entry of her appearance is on the docket to Appellant's knowledge. There were two other witnesses and three (3) officers of the Sheriff's Office who heard Ms. Foster state the writ is on hold.

United States Constitutional Violations (Sec. 1983)

Appellant incorporates all of the above.

Appellant's United States Constitutional Rights are violated, they are as follows:

First Amendment to petition the Government for a redress of grievances and denied self-representation in violation of Pa.R.C.P. No. 1930.8.

Fourth Amendment Privacy of the Person and Possessions. "*The most frequently quoted statement by a Supreme Court justice on the subject of privacy comes in Justice Brandeis's dissent in Olmstead v. U. S. (1928): The makers of our Constitution understood the need to secure conditions favorable to the pursuit of happiness, and the protections guaranteed by this are much broader in scope, and include the right to life and an inviolate personality -- the right to be left alone -- the most comprehensive of rights and the right most valued by civilized men. The principle underlying the*

Fourth and Fifth Amendments is protection against invasions of the sanctities of a man's home and privacies of life. This is a recognition of the significance of man's spiritual nature, his feelings, and his intellect."

Appellant was denied due process and equal protection of the law per the 14th Amendment.

Appellant's 8th Amendment right has been violated. The United States Court of Appeals has imposed costs upon the Appellant and this is clearly abuse of power, cruel and unusual punishment.

REASONS FOR GRANTING THE PETITION

Appellant's United States Constitutional Rights have been violated and in doing so an act of FRAUD has occurred on the COURT. A power of attorney contract has been proclaimed and violated, anticipatory breach of contract has been demonstrated even after the Court told the Appellees of an appointed power of attorney, the rights of the elderly, an incapacitated individual were also violated, the rules of the Courts, American Bar Association Model Rules of Conduct, and oath and ethics.

I, Appellant, the Agent which is equal to the Principal per the power of attorney contract am only doing my due diligence as I was appointed to do on March 13, 2009. Appellee's complaint against Mr. Strunk, in *Chester County Court of Common Pleas, Good Will Steam and Fire Engine Company No. 1, t/b/a Good Will Ambulance v Rance M. Strunk, Sr.*, 2017-04862 (An officer of the Court issued Orders for Mr. Rance M. Strunk, Jr. to pay costs yet he was not a part of the civil complaint. It is presumed the Officer of the Court utilized common sense in determining a junior exists but yet failed to abide by the power of attorney contract. Noting a party must be included in exercising the filial responsibility law.) The United States District Court for the Eastern District of Pennsylvania failed to join Appellant's sibling violating F.R.C.P. 19.

The complaint by the Appellees should be deemed as frivolous. After all it was their collection agent, Ambulance Recovery Service who did not submit the invoices to Medicare. Appellant nor Mr. Strunk can nor should be held accountable for another's errors, the Ambulance Recovery Service.

"There is no crueler tyranny than that which is exercised under cover of law, and with the colors of justice ..." - U.S. v. Jannotti, 673 F.2d 578, 614 (3d Cir. 1982).

The laws apply to all! All should be held accountable for their actions!

"There is no crueler tyranny than that which is exercised under cover of law, and with the colors of justice ..." - U.S. v. Jannotti, 673 F.2d 578, 614 (3d Cir. 1982).

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,

Cynthia M. Yoder, P.C.A., Pro Se

Date: January 14, 2019