

No. 17-3120

IN THE
SUPREME COURT OF THE UNITED STATES

Akosua Tanisha Aaebo (fka Tynisha L. Reinerio)
Petitioner,
v.
The Bank of America, N.A., et al.
Respondents.

Appeal from United States Court of Appeals for the Eighth Circuit

PETITION FOR WRIT OF CERTIORARI

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A. QUESTIONS PRESENTED FOR REVIEW QUESTIONS

1. Whether the Court should resolve the following question: Was the issue of res judicata and collateral estoppel improperly decided by the Eighth Circuit Court of Appeals?
2. Did the Eight Circuit improperly adopt an erroneous set of facts which conflicts with the record, give improper standing to each of the Defendants and improperly predicate its opinion as to all Defendants on the said erroneous facts and standing?
3. Whether the Court should resolve the following question: Did the Eighth Circuit Court of Appeals retain jurisdiction based upon diversity despite SouthLaw, an admitted citizen of Missouri, not acting in a legally cognizable role as trustee in this case and no federal matters being in question?
4. Whether the Court should resolve the following question: Did Countrywide Home Loans, Inc. fund the alleged mortgage loan?
5. Whether the Court should resolve the following question: Is the Note in this case a legal promise according to UCC 3-103(a)(12)?
6. Whether the Court should resolve the following question: Was Petitioner an account debtor to Countrywide Home Loans, Inc. and/or The Bank of New York Mellon according to UCC 9-102(a)(3)?
7. Whether the Court should resolve the following question: Is the endorsement of the Note in this case a failed attempt to negotiate according to UCC § 3-110(b)?

8. Whether the Court should resolve the following question: Was the Note in this case negotiated while in default?
9. Whether the Court should resolve the following question: Did Defendants fail to perfect security interest in Petitioner's property in accordance with UCC 9-312(e),(f),(g)?
10. Whether the Court should resolve the following question: Did The Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-3 ever have rights or specific interest in Petitioner's property?
11. Whether the Court should resolve the following question: Did BONY receive sole assignment of the Note and Deed of Trust from Mortgage Electronic Registration Systems, Inc. on February 13, 2012 according to Mo. Rev. Stat. § 443.350?
12. Whether the Court should resolve the following question: Did Defendants provide sufficient proof of ownership of Petitioner's property according to 15 USC § 7003?
13. Whether the Court should resolve the following question: Was CWABS, Inc., Asset-Backed Certificates Trust 2005-3 established as a statutory trust?
14. Whether the Court should resolve the following question: Was The Bank of New York Mellon holder of the note endorsed in blank?

B. PARTIES INVOLVED

Countrywide Financial Corporation; CWABS, Inc.; Countrywide Home Loans, Inc.; The Bank of New York Mellon (fka The Bank of New York), as Trustee for The Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-3; SouthLaw, P.C. (fka South & Associates, P.C.), as Successor Trustee for The Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-3; Bank of America, N.A.

CWABS, Inc. is wholly owned by Countrywide Home Loans, Inc.; Countrywide Home Loans, Inc. is wholly owned by Countrywide Financial Corporation (dba Countrywide Financial Services, Inc.); Countrywide Financial Corporation (dba Countrywide Financial Services, Inc.) is wholly owned by Bank of America, N.A.

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The Petitioner, Akosua Aaebo, requests the Court issue its writ of certiorari in review of the final judgment of Eight Circuit Court of Appeals on June 6, 2018, and Eight Circuit Court of Appeals order denying rehearing en banc on July 16, 2018.

D. CITATION TO OPINIONS BELOW

Reinerio v. Bank of America, et. al., Missouri Western District Court Case No. 4:15-CV-00161. Final Judgment dated December 31, 2015.

Reinerio v. Bank of America, et. al., Missouri Western District Court Case No. 4:16-CV-01160. Final Judgment dated September 20, 2017.

Reinerio v. Bank of America, et. al., Eighth Circuit Court of Appeals Case No. 17-3120. Final Order dated June 6, 2018.

Reinerio v. Bank of America, et. al., Eighth Circuit Court of Appeals Case No. 17-3120. Order Denying Rehearing En Banc dated July 16, 2018.

E. BASIS FOR JURISDICTION

The Supreme Court has jurisdiction under 28 USC 1254(1) and 28 USC § 2101, as well as the interpretation of the right to jury trial of the 7th Amendment of the United States Constitution and an interpretation of the due process clause of the 14th Amendment of the United States Constitution.

F. CONSTITUTIONAL PROVISIONS AND LEGAL PRINCIPLES INVOLVED

Petitioner was deprived of her right to jury trial in conflict with the 7th Amendment to the United States Constitution which provides for jury trial and states in part “ In suits at common law, where the value in controversy shall exceed twenty dollars, the right to trial by jury shall be preserved.” Petitioner was deprived of her property without due process of law in conflict with the 14th Amendment to the Constitution, which prohibits the

depriving of property without due process of law. The Due Process Clause of the Fourteenth Amendment to the Constitution provides that no “State [shall] deprive any person of life, liberty, or property, without due process of law.”

G. STATEMENT OF THE CASE

1. Factual Background

Countrywide Home Loans, Inc. (fka America’s Wholesale Lender) failed to fund the alleged mortgage loan in this case, but instead provided credit to Petitioner (as evidenced by the Form 1003 - Mortgage Loan Application Countrywide Home Loans, Inc. required Appellant to execute, in the form of extracting money from a trust fund established on her behalf without her knowledge to fund the loan. This transaction was recorded by The Depository Trust & Clearing Corporation located at 55 Water Street New York, NY 10041 United States on or about February 15, 2005 and remains on record. Countrywide Home Loans, Inc. then executed a fraudulent note to establish a debtor/debtee relationship with Petitioner based upon this transaction. Petitioner, unaware of the fraudulent acts of Countrywide Home Loans, Inc. paid years of monthly mortgage payment she did not owe. Countrywide Home Loans, Inc. later fraudulently colluded with CWABS, Inc. and The Bank of New York Mellon (“BONY”), as trustee for CWABS, Inc., Asset-Backed Certificates Trust 2005-3 (a Delaware trust), by selling the note into CWABS, Inc., Asset-Backed Certificates Trust 2005-3. BONY, as trustee for The Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-3, subsequently foreclosed on the property on December 4, 2014 and SouthLaw, P.C., as trustee for The Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-3, later sold the property by

trustee sale to BONY, The Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-3, on the same day for nearly one-third of its market value.

2. The 14th Amendment Claim

Petitioner was deprived of property without due process of law in conflict with the 14th Amendment to the Constitution, which prohibits the depriving of property without due process of law. This is critical because 1) Countrywide Home Loans, Inc. has failed to provide evidence proving they funded the alleged loan, 2) BONY has failed to provide evidence establishing ownership of the property in accordance with 15 USC § 7003 or perfected interest in accordance with UCC 9-312(e),(f),(g) and Mo. Rev. Stat. §443.035.

3. The Due Process Claim

Petitioner was deprived of her right to jury trial in conflict the 7th Amendment to the United States Constitution provides for jury trial and states in part “ In suits at common law, where the value in controversy shall exceed twenty dollars, the right to trial by jury shall be preserved.” This is critical because a jury would easily conclude that the evidence or lack thereof in this case is cut and dry. No evidence proving a debt was incurred by Petitioner exists, nor does any evidence exists proving that any of Defendants has or had rights, interest or ownership in Petitioner’s property.

H. REASONS FOR GRANTING THE WRIT

1. Whether the Court should resolve the following question: Was the issue of *res judicata* and collateral estoppel improperly decided by the Eighth Circuit Court of Appeals under the *Full Faith and Credit* statute, 28 USC 1738?

Missouri Western District Court Case No. 4:16-CV-01160 and the Eighth Circuit incorrectly applied the four necessary indicia required by law to meet the test of *res judicata* as to each of the Defendants by wrongfully stating 1) the identity of the thing sued for, 2) identity of the cause of action, 3) identity of the persons and parties to the action, and 4) identity of the quality of the person for or against whom the claim is made, were identical. The thing being sued for in this case is not identical and instead consists of solely of monetary damages. Although Petitioner previously made the mistake of stating she sought relief in the form of overturning the foreclosure and for monetary damages and punitive damages based upon the erroneous belief that she was entitled to all three forms of relief, Petitioner later corrected and redacted this declaration in her Initial Appeal Brief by stating “Although The Bank of New York Mellon recently sold Plaintiff’s property, Plaintiff remains entitled to monetary and punitive damages.” Petitioner does not seek to overturn the foreclosure in this case, but instead is exclusively seeking monetary and punitive damages. This change falls in the category of “changes in facts essential to the judgment that render collateral estoppel inapplicable in this subsequent action, despite many of the same issues being raised” and would have been included in her revised petition if her Motion for Leave to Amend had been granted. *Montana v. United States*, 440 U.S. 147, 159, 99 S.Ct. 970, 59 L.Ed.2d 210 (1979). The identity of the cause of action does not support that Petitioner’s claim arise out of the same act, contract, or transaction.

Instead the final judgment of Missouri Western District Court Case Number 4:15-CV-00161 dated December 30, 2015 identifies the act, contract, and transaction by stating that Petitioner's claims arise out of her allegation that Defendants executed Pooling and Service Agreement 2005-3 and subsequently failed to comply (cause of action) with its terms. With the act being failed compliance, the contract in question being Pooling and Service Agreement 2005-3, and the transaction(s) in question being the foreclosure and trustee sale. Whereas the record in this case identifies the act, contract, and transaction related to Petitioner's claims rise out of fraud and collusion (cause of action) with regard to Defendants' acts of 1) alleging the Note (which is not a legal promise) was purchased, 2) asserting ownership, rights and interest in Petitioner's property according to the terms of the Note, 3) unlawful standing to enforce the Note, and 4) false allegation that Petitioner owed a debt to Defendants with regard to the Note. The contract(s) in question in this case are clearly the Note and various agreements, including but not limited to; ultra vires trustee and purchase agreements between Defendants, and the transaction(s) in question in this case are clearly the foreclosure and trustee sale. Petitioner asks the court take special notice that the foreclosure and trustee sale transactions were recorded in the Jackson County Recorder of Deeds Office.

Thus the acts, i.e. causes of action, contract(s) and transaction(s) upon which Petitioner based her allegations in the two cases are not identical. And while the identity of the persons and parties to the action are the same, the identity of the quality of the person for or against whom the claim is made is not the same. Petitioner mistakenly deemed the role of trustee for a trust and trustee for certificateholders to be one in the same. This is evidenced by Petitioner's allegations in the first case, which reflects allegations against

BONY and SouthLaw under the premise that they were acting as trustees for CWABS, Inc., Asset-Backed Certificates Trust 2005-3 with regard to Petitioner and her property. Nevertheless, in this case Petitioner corrected this false construal by highlighting the difference between these two trustee roles and clarifying that BONY and SouthLaw were fraudulently posing as trustees for The Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-3 in a capacity that was/is not legally cognizable with regard to Petitioner and her property. Thus said changes to Petitioner's claims and allegations were strictly "changes in facts essential to the judgment that render collateral estoppel inapplicable in this subsequent action, despite many of the same issues being raised" that would have been included in her revised petition if her Motion for Leave to Amend had been granted. *Montana v. United States*, 440 U.S. 147, 159, 99 S.Ct. 970, 59 L.Ed.2d 210 (1979). Moreover, The United States Supreme Court has stated for at least ninety years that only "in the absence of fraud or collusion" does a judgment from a court with jurisdiction operate as res judicata. *Riehle v. Margolies*, 279 U.S. 218, 225 (1929). Because the evidence in this case clearly exposes fraud and collusion by Defendants, res judicata cannot be applied.

Additionally, Mo. Rev. Stat. §456.2-201 makes clear that the Court may intervene in the administration of a trust to the extent its jurisdiction is invoked by an interested person or as provided by law.

2. Did the Eighth Circuit Court of Appeals improperly adopt an *erroneous set of facts* which conflicts with the record, give *improper standing* to each of the Defendants and *improperly predicate its opinion as to all Defendants on the said erroneous facts and standing?*

The Background of the Case in the final judgment of Missouri Western District Court Case Number 4:16-CV-01160 dated September 20, 2017 is both factually and historically inaccurate. Despite the Court's assertions to the contrary, Mortgage Electronic Registration Systems, Inc. (MERS) could not have legally assigned the Deed of Trust to BONY according to Mo. Rev. Stat. § 443.350 and Petitioner did not fail to state claims against Defendants alleging 1) Defendants lacked ownership, rights, and interest in her property, 2) lacked legal standing to enforce the Note, and 3) Petitioner was not in default. Countrywide Home Loans, Inc. sold and transferred the intangible note or electronic copy (e-note) of the tangible note (despite it not being a legal promise associated with Petitioner's property) into CWABS, Inc., Asset-Backed Certificates Trust 2005-3 on or before March 1, 2005, in accordance with the terms outlined in Pooling & Servicing Agreement CWABS 2005-3.

The Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-3 nor BONY and SouthLaw in their fraudulent capacity as trustees for The Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-3, played any legally cognizable role in the aforementioned securitization process. Thus Petitioner's claims against Defendants and proposed defendants are not dependent upon the success or failure of said securitization.

Nevertheless, the tangible negotiable instrument (Note) in this case could not have been securitized because it was/is not a legal promise. Even if the Note in this case had been a legal promise, the only thing of value (promise to pay) would have stripped from the tangible instrument and sold into a REMIC in the form of an e-note, creating a fatal flaw pursuant to UCC 3-203(d) which provides, "If a transferor purports to transfer less than

the entire instrument, negotiation of the instrument does not occur. The transferee would have obtained no rights under this Article and has only the rights of a partial assignee.” Bifurcation of the only element that would have ever given value to the paper Note, which in this case was/is not legal promise anyway, would be gone and the paper could no longer be used for collection or the claim of rights under the Note. Either way, a Note which is not a legal promise cannot be converted to certificates any more than a Note that has been converted to certificates can be converted back into a loan.

3. Whether the Court should resolve the following question: Did the Eighth Circuit Court of Appeals retain jurisdiction based upon diversity despite SouthLaw, an admitted citizen of Missouri, not acting in a legally cognizable role as trustee in this case and no federal matters being in question?

SouthLaw is an admitted Missouri citizen and is named in this lawsuit as a real party in interest because SouthLaw fraudulently posed as trustee of The Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-3 in a capacity that was/is not legally cognizable with regard to Petitioner and her property because Delaware Statutory Trust Act 12 §3805(c) also states that Certificateholders have no specific interest in assets of the trust. Therefore The Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-3 would had no specific interest in Petitioner’s property as an asset of the trust and Pooling and Service Agreement 2005-3 states that The Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-3, as beneficial owners, have no specific interest in the property of the trust. Pooling & Servicing Agreement CWABS 2005-3 can be viewed free of charge at <http://edgar.sec.gov/>, the Securities & Exchange Commission website, under file number 333-118926-22 and at <http://www.secinfo.com>.

Moreover, the issues of foreclosure and trustee sale in this case are not federal matters and are governed by the state of Missouri in accordance with Mo Rev. Stat. § 443.327.

4. Whether the Court should resolve the following question: Did Countrywide Home Loans, Inc. fund the alleged mortgage loan in this case?

Countrywide Home Loans, Inc. has failed to provide any evidence to substantiate that it funded the loan which purchased Petitioner's property including but not limited to 1) A copy of 1099INT for the duration that Countrywide Home Loans, Inc. held monies that funded the alleged loan in escrow, 2) Sworn affidavit from a party from Countrywide Home Loans, Inc. hereafter "Principal" having direct first-hand-knowledge and chain of custody of any alleged debt Petitioner owed/owes Countrywide Home Loans, Inc., 3) Certified copy of the alleged Principal's balance sheet and (Federal Reserve form) FR2046, showing the account hereafter named 'source' that funded any advances of valuable consideration on behalf of Petitioner originated, 4) IRS form 1099OID relating to the alleged loan transaction (which will identify the true Principal and source of funds) and Form S3-A (registration) to show if, when and where the Note was sold, and/or 5) Cancelled check (bill of exchange) or draft, front and back showing the asset transfer into the account that funded the alleged loan.

5. Whether the Court should resolve the following question: Is the Note in this case a legal promise according to UCC 3-103(a)(12)?

The note in this case is not a legal promise as defined by UCC 3-103(a)(12) which states that "Promise" means a written undertaking to pay money signed by the person undertaking to pay and cannot be enforced or serve as security in CWABS, Inc., Asset-Backed Certificates Trust 2005-3.

6. Whether the Court should resolve the following question: Was Petitioner an account debtor to Countrywide Home Loans, Inc. and/or BONY according to UCC 9-102(a)(3) regarding her property?

Petitioner was not an account debtor to The Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-3 at the time of non-judicial foreclosure according to UCC 9-102(a)(3) which defines an account debtor as, “a person obligated on an account, chattel paper, or general intangible. The term does not include persons obligated to pay a negotiable instrument, even if the instrument constitutes part of chattel paper.” Petitioner owed no debt to Defendants and proposed defendants, and all payments made by Petitioner to said parties were fraudulently coerced.

7. Whether the Court should resolve the following question: Was the Note in this case endorsed in blank or does it reflect a failed attempt to negotiate according to UCC § 3-110(b)?

The stamp on the last page of the copy of the note Defendants filed as evidence reads, “Pay to the Order Of _____ Without Recourse” and is accompanied by the signature of an unnamed payee. This is not an endorsement in blank because by virtue of its name a “blank endorsement” does not also contain the signature of an unnamed payee. Mo. Rev. Stat. § 400.3-205 and UCC § 3-110(b)) states “If the signature of the issuer of an instrument is made by automated means, such as a check-writing machine, the payee of the instrument is determined by the intent of the person who supplied the name or identification of the payee, whether or not authorized to do so.” Because the signature of the issuer in this instance is made by automated means and reads “Countrywide Home Loans, Inc., a New York Corporation Doing Business as America’s Wholesale Lender”

payee of the instrument is determined by the intent of the person who supplied the name or identification of the payee. Yet the intent of the signer, David A. Spector, remains unknown because he failed to name or identify the payee. Thus the combination of said stamp and signature evidences a failed attempt to negotiate the instrument according to Mo. Rev. Stat. § 400.3-205 and UCC § 3-110(b), and further proves Defendants could not have been holders of the note endorsed in blank.

8. Whether the Court should resolve the following question: Was the Note in this case negotiated while in default?

BONY filed a Bank of America Loan History statement reflecting Petitioner defaulted on the alleged loan in 2007 in Missouri Western District Court Case No. 4:15-CV-161. Missouri state and federal law recognize that UCC does not permit the negotiation of a security instrument in default.

9. Whether the Court should resolve the following question: Did Defendants fail to perfect security interest in Petitioner's property in accordance with UCC 9-312(e),(f),(g)?

The Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-3 did not perfect security interest in Petitioner's property on or before March 20, 2005 in accordance with the 20 day "temporary perfection" provided by UCC 9-312(e),(f),(g)¹ upon the e-note being sold into a REMIC. And because no security interest was perfected, on the

• ¹ The Federal Uniform Commercial Code (UCC) has been adopted by all 50 state's legislatures therefore the Federal code or state's equivalent is subject to venue.

21st day it became an unsecured interest and lien rights were not acquired according to Mo. Rev. Stat. §443.035.

10. Whether the Court should resolve the following question: Did The Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-3 ever have rights or specific interest in Petitioner's property?

The Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-3 were distinguishable from the trust as merely buyers and sellers of certificates, were not persons as defined by Mo Rev. Stat. § 400.3-603 and UCC § 3-603, lacked specific interest in Petitioner property according to Delaware Statutory Trust Act 12 §3805(c) and Mo. Rev. Stat. § 456.1-113, and lacked legal standing/authority to sue according to Mo Rev. Stat. § 507.010.1 and Federal Rules of Civil Procedure 17(a).

The trustee and purchase agreements executed between BONY, The Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-3, and SouthLaw, P.C. are all ultra vires because the parties should not and legally could not have made such an agreement. *Central Transportation Co. v. Pullman's etc. Co.* (1891) 139 U.S. 24, 59.

11. Whether the Court should resolve the following question: Did BONY receive sole assignment of the Note and Deed of Trust from Mortgage Electronic Registration Systems, Inc. on February 13, 2012 according to Mo. Rev. Stat. § 443.350?

MERS lacked legal authority to assign the note to BONY because the provisions detailed in the note grant MERS absolutely no authority to transfer the note and because the only reference to MERS as a designated assignee is detailed in the Deed of Trust and states:

“MERS” is the Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender’s successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel (888) 679-MERS.

- a. Missouri law states that a foreign corporation or individual may only act as trustee of any security instrument if it is named as co-trustee with a domestic corporation or an individual citizen of Missouri according to Mo. Rev. Stat. § 443.350. Yet it is evidenced in the Assignment of Mortgage/Deed of Trust BONY filed as evidence that MERS directly assigned the deed of trust to BONY without the naming of another domestic corporation or individual citizen of Missouri as co-trustee. Therefore the Assignment of Mortgage/Deed of Trust Defendants in this case serves as absolute proof of a failed assignment.

12. Whether the Court should resolve the following question: Did Defendants provide sufficient proof of ownership of Petitioner’s property according to 15 USC § 7003?

15 USC § 7003 prohibits the use of a copy of a note as evidence ownership, interest and rights in Petitioner’s property. Further, Missouri requires the foreclosing party to produce the original wet-ink signature note to prove said party is/was holder of the note and/or owner of the property at the time of non-judicial foreclosure. *In re Washington, 468 B.R. 846, 853 (Bankr. W.D. Mo. 2011)*

BONY and SouthLaw electronically filed false documentation with the Jackson County Recorder of Deeds office (which can be viewed at Jackson County Recorder of Deeds

website at recordsweb.jacksongov.org) nullifying 1) Petitioner's legal ownership of the property, 2) Petitioner's eligibility as a landlord in governmental housing assistance programs, 3) right to collect rents, 4) Petitioner's right to maintain homeowner's insurance and file related claims, 5) Petitioner's right to sell or refinance the property, 6) Petitioner's right to access or reside in the property, 7) Petitioner's ability to file a homeowner's insurance claim to address thousands of dollars in damage to the property caused by tenants, and 8) Petitioner's right to perform required maintenance and upkeep of the property.

The corporate veil of Countrywide Home Loans, Inc., Countrywide Financial Corporation (dba Countrywide Financial Services, Inc.), and Bank of America, N.A., as parent corporations, can be pierced in this case under Missouri state law because said corporations exerted power and influence over their respective subsidiaries by actively participating in, and exercising control over, the subsidiary's business during the various periods in which said subsidiaries engaged in fraud and collusion regarding Petition and Petitioner's property. Thus Countrywide Home Loans, Inc., Countrywide Financial Corporation, and Bank of America, N.A. are liable both directly and indirectly for the various frauds and collusion committed by their subsidiaries to achieve profit by victimizing Petitioner. United States v. Best Food, 524 U.S. 51(1998)

13. Whether the Court should resolve the following question: Was CWABS, Inc., Asset-Backed Certificates Trust 2005-3 established as a statutory trust?

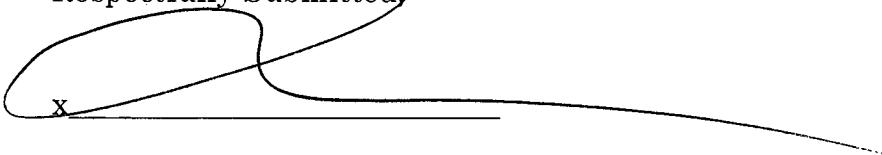
Countrywide Home Loans Servicing LP, as Master Servicer electronically filed Form 10-K with the SEC on March 27, 2006 on behalf of CWABS, Inc., Asset-Backed Certificates Trust 2005-3 fraudulently declaring that CWABS, Inc., Asset-Backed Certificates Trust

2005-3 was registered as a statutory trust and REMIC in the state of Delaware. This document can be viewed free of charge at <http://edgar.sec.gov/>, the Securities & Exchange Commission website, under file number 333-118926-22. CWABS, Inc., Asset-Backed Certificates Trust 2005-3 never registered as a statutory trust according to Delaware Code Title 12, Chapter 38 and confirmed by Delaware Secretary of State by Certificate of No Record.

I. CONCLUSION

The Petitioner requests that the Court grant the petition for writ of certiorari.

Respectfully Submitted,



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