06/16/21
MP

No. 20-1797

IN THE

SUPREME COURT OF THE UNITED STATES

FEDIE R. REDD

PETITIONER,

vs.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FANNIE MAE), OFFICE OF THE COMPTROLLER OF THE CURRENCY, BANK OF AMERICA, N.A. (SUCCESSOR BY MERGER SERVICING, LP., BERKMAN, HENOCH, PETERSON, PEDDY & FENCHEL PC, SWEENEY, GALLO, REICH, & BOLZ LLP, DAVID GALLO AND ASSOCIATES, and BRYAN CAVE LLP,

RESPONDENT(S).

ON PETITIONER FOR A WRIT OF CERTIORARI TO UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

PETITION FOR WRIT OF CERTIORARI

FEDIE R. REDD
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Pro Se

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QUESTIONS PRESENTED FOR REVIEW

1. Did the respondents engage in the practice of peddling subprime mortgages to unsuspecting Black American mortgagors? Was this practice discriminatory and did it have a disparate impact under the Federal Housing Act of 1968, on myself and on other unsuspecting Black Americans, which disproportionately caused us into definite foreclosure, and still remains the number one public crisis in the Black American community until this day?

The answer is Yes. The State and Federal Courts have laid derelict in their duties to police and have failed to uphold the property rights of Black Americans against disparate treatment, discrimination, and disparate impact suffered by Black American communities during and after the housing crisis; and have failed to make Black Americans who suffered from this atrocity, and crime, whole. The Courts have consistently ruled in favor of the respondents Fannie Mae, Big Banks

such as, Bank of America, The Office of the Comptroller of the Currency, and Lawyers representing the above respondents. Especially Big Banks. The courts have continuously found fault with plaintiffs' cases before the courts; dismissing the cases and refusing to allow the cases to a jury trial as afforded by the Seventh Amendment of the Constitution of the United States of America.

2. Have Black American communities across the United States, suffer disparate treatment, and discrimination, and disparate impact as a result of the policies and practices, of respondents; which is in direct conflict with the Fifth Amendment, Fourteenth Amendment, and the Fair Housing Act of 1968.

3. Did Countrywide Mortgage Home Loan Bank, cause a public crisis in Black American communities across the United States, and those who were affected never made whole or compensated by the Big Banks (Bank of America), Fannie Mae, Freddie Mac, Controller of the Currency which in turn

main targets, and victims of these peddled subprime mortgages to lose their homes, all credit standing, forced into bankruptcy, forced to live in substandard housing accommodations due to their foreclosure status, and never made whole, in direct conflict with the statutory and constitutional property rights of Anglo-American civil jurisprudence "Corpus Juris Civilis"?

The Answer is Yes, to questions two and three. Black Americans in each and every State in the United States, were peddled subprime mortgage loans by Countywide Home Loan Bank. The mortgage loans were invested through Fannie Mae and Freddie Mac. The Controller of the Currency knowingly approved the merger with the knowledge and understanding that these mortgages loans were fraudulently peddled to unsuspecting Black Americans, still they approved the charter for Banks to absorb these loans, and when the payments ballooned to unaffordable amounts for Black Americans, the Banks began foreclosure proceedings against homeowners without even

owning the loans, while being given federal bailout monies. This created a public crisis that still exists until this day. Black American homeowners were most times left destitute, with poor credit, forced into bankruptcy court, and left to fend for themselves, forced into substandard living conditions, and left no inheritance to pass along to their heirs. Although these cases were brought into State Courts they lost their homes anyway. Big Banks (Bank of America) made agreements to identify Black American homeowners but failed to do so. In the plaintiff's case instead of using the money to compensate the plaintiff they hired four different law firms, two to handle my case at the same time, filed two Lis Pendens at the same time, failed to notify the Court of change of Attorneys and failed to show proof to the court that they had properly served the plaintiff with any paperwork concerning the referee's oath and report. They failed to deal in good faith, or to offer the plaintiff a loan modification or identify, compensate, or make her whole. They violated every rule in state Court and

continued to bring fraud upon the Court in Federal Court. The lower courts have failed to intervene or police these blatant violations of constitutional and statutory laws.

4. Does the Federal Court have jurisdiction under Article 111 of the Constitution of the United States to hear, decide, interpret, review, and issue rulings in favor of Black homeowners who have been targeted and victimized by the Banking system, who have not been made whole; in authorizing a class action suit for all Black Americans who have not been fully compensated or made whole by Fannie Mae, Freddie Mac, Controller of the Currency, or the Big Banks (Bank of America)?

The answer is Yes. Under Article 111 of the Constitution of the United States of America the Judicial Branch's main function is to interpret and review laws. The courts have failed to provide protection to a whole class of people, and category of protected Black Americans, as defined by law from a single act of discrimination under 42 USC § 3601 Federal Housing Act of 1968, due to their sex, race,

and creed, and under 42 USC § 1981, 42 USC § 1982, 42 USC § 1983 and 42 USC § 1985.

The Courts have failed to police or issued any judgment for reparations to all Black Americans who were targeted and victimized by the Countrywide Mortgage Home Loan Crisis which caused irreparable harm to all Black Americans who were peddled the subprime mortgage loan known as the "Hustle".

LIST OF PARTIES

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

IN THE

SUPREME COURT OF THE UNITED STATES

PETITION FOR WRIT OF CERTIORARI

Petitioner, Fedie R. Redd, respectfully prays that a writ of certiorari to review the judgment below.

[X] For cases from Federal courts:

The opinion of the United States court of appeals appears at Appendix B to the petition and is reported at Redd v. Federal National Mortgage Asso.

The opinion of the United States district court appears at Appendix A to the petition and is reported at Redd v. Federal National Mortgage Association

et al.

JURISDICTION

[X] For cases from Federal courts:

The date on which the United States Court of Appeals decided my case was February 1, 2021.

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

The jurisdiction of the Court is invoked pursuant to 28 U.S. § 1257 to review the final judgment of the United States Court of Appeals for the Second Circuit.

CONSTITUTIONAL PROVISIONS AND LEGAL PRINCIPLES INVOLVED

The Seventh amendment to the Constitution allows "suits where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved."

The Fourteenth amendment "all persons born or naturalized in the United States, and subject to the jurisdiction thereof are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which [shall] abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property without due process of the law; nor deny to any person within its jurisdiction equal protection under the laws." The principles of Angelo-American property law as defined under Civil Law "Corpus Juris Civilis" and by Sir William Blackstone [1]"To bereave a man of life, or violence to confiscate his estate, without accusation or trial would be so

[1] Online Line Library of Liberty. Sir William Blackstone.

gross and notorious an act of despotism, as must once convey the alarm of tyranny throughout the whole kingdom.

42 USC § 3601 Fair Housing Act (FHA) 1968 prohibits discrimination by direct providers of housing, such as landlords and real estate companies as well as other entities, such as municipalities, banks or other lending institutions and homeowner's insurance companies whose discriminatory practices make housing available to persons because of race or color, religion, sex, national origin, familial status, or disability. Texas Department of Housing and Community Affairs v. Inclusive Communities Project Inc., 576 U.S. 519, (2015).

42 USC § 1981,

42 USC § 1982,

42 USC § 1983

42 USC § 1985

STATEMENT OF THE CASE

Factual Background

On or about October 18, 2007 respondent Federal National Mortgage Association (Fannie Mae) invested in subprime mortgage loans through Countrywide Home Loan program called the High-Speed Swim Lane nicknamed the "Hustle" one of these subprime mortgage loans was peddled to plaintiff Fedie R. Redd. The subprime mortgage loan was fraudulent and a defective residential mortgage loan for $310,100.00 plus interest. This was due to the fact that plaintiff Fedie R. Redd was an unsuspecting Black American, and Black American Single Female. Countrywide Home Loans peddled this mortgage loan in breach of their fiduciary duties and contract to the plaintiff, and in violation of the Fifth and Fourteen Amendments, 42 USC § 3601 Fair Housing Act (FHA) 1968, 42 U.S.C § 1981, 42 U.S.C § 1983, 42 U.S.C. § 1985, and a violation under the Color of State Law.

On October 7, 2010 Berkman, Henoch, Peterson, Peddy, & Fenchel P.C. did knowingly commence a

wrongful foreclosure action against the plaintiff. They did file falsely for index number 10-021197, in the Nassau County Supreme Court, and after acquiring said index number; did submit a fraudulent summons, and complaint on behalf of Bank of America who did not own plaintiff's Note. The certificate of merger between Bank of America, N.A. and Countrywide was not effective until June 28, 2011. Bank of America became owners of Plaintiff's Note in "Blank" from the Federal National Mortgage Association (Fannie Mae). Therefore, the power of Attorney signed by the Federal National Mortgage Association (Fannie Mae) did not grant Bank of America the power to foreclose on the Plaintiff's home. Defendant Sweeney, Gallo, Reich, & Bolz LLP AKA/ Sweeney, Gallo, Reich, & Bolz LLP, in April 2013, fraudulently file a new summons and complaint in the Nassau County Court and did also fraudulently obtained index number 2013/007276 while a foreclosure action under index number 10-021197 was already pending. They did this without Court approval, or consent of the Nassau County Supreme

Court; and in violation of New York RPAPL 1301 (3).

Both Berkman, Henoch, Peterson, Peddy, & Fenchel PC, and Sweeney, Gallo, Reich, & Bolz LLP AKA/ Sweeney, Gallo, Reich, & Bolz LLP, were in violation of the New York CPLR Rule § 3408 when at no time did, they hold a mandatory settlement conference with the plaintiff in the Nassau County Supreme Court.

On November 13, 2013 Bryan Cave was assigned to represent Bank of America under index number 2013/007276 although the index number was obtained fraudulently and without court approval.

On March 16, 2018 David Gallo and Associates assumed case again under a new name different from Sweeney Gallo, Reich, and Bolz LLP without notifying the plaintiff, or the Court, under 2013/007276 without court approval claiming to have served plaintiff with the Referee's Oath, and Report dated March 29, 2018. The claim was fraud upon the court and fraudulent, the plaintiff was never served with the Referee's Oath, and Report. Subsequently Referee Walsh never served the plaintiff either. However, the Attorney David Gallo

and Associates did obtain an illegal foreclosure and sale which was granted by the Nassau County Supreme Court, for not answering the referee's oath within 30 days. Although the Plaintiff has asked the State and Federal Courts to compel respondent David Gallo and Associates to provide plaintiff with a copy of the service papers she was ignored. This was egregious a total violation of the plaintiff's constitutional rights under the Fourteenth Amendment, "No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws, and a violation of plaintiff's rights as a member of a protected class.

Due to the blatant Federal Civil Rights violations, disparate treatment, discrimination, and disparate impact; levelled at the plaintiff, by the respondents she took her case to the Federal court. However, for most Black Americans similarly situated, the twelve circuits have been split in their decisions, or simply

silent. The Federal court in plaintiff's case, refused to deal fairly with her, or and, view plaintiff's evidence in a light most favorable to her. Instead sided with respondents who had not made a sufficient argument or case; nor did the respondents produced any contradictory evidence that would prove that the plaintiff had not made a prima facie case. The respondents did not submit or produced any evidence which would have prevented plaintiff from moving forward to trial. Alternatively, the plaintiff was denied her day in court in violation of the Seventh Amendment of the Constitution.

REASONS FOR GRANTING THE WRIT

1. Whether the Court should resolve the following questions for which the State and Federal courts are split (including the New York State Second Circuit Appellate Court of last resort in this case) can Banks rely on not being held accountable to Black Americans who through no fault of their own were peddled subprime fraudulent mortgages by Countrywide mortgage loan bank? Repurchased by Fannie Mae who signed in blank: and legitimized by The Office of Comptroller. and subsequently upon approval of the charter were transferred to Bank of America for servicing. This was the process and means by which the plaintiff and most Black Americans who were peddled these subprime mortgages would eventually experience disparate treatment, discrimination, and the disparate impact it would eventually come to unleash upon Black American communities. It would also give rise to boarded up and empty homes, which created gentrification in Black American communities, across the United States of America. Black

Americans were afforded no solution by the Banks. As in plaintiff's case, she was forced to fight court case after court case in a David v Goliath fashion. Although she presented to the Court credible evidence that her Constitutional rights and that Federal and State laws had been violated, she was continually denied and deprived of her day in court.

2. Although plaintiff's mortgage was supposed to be identified according to the settlement agreement of 2011, made between Bank of America and Attorney General Holder's office in United States, et al. v. Bank of America Corp., et al., No. 13-5112 (D.C. Cir. 2014. However, my mortgage loan was never identified. Thereby causing further hardship, and more harassment by Bank of America and their attorneys. Although hundreds, if not even thousands of documents have been written and chronicled proving the blatant discrimination, and bias in the subprime mortgage loan crisis concentrated against Blacks Americans who fell prey to the predatory lending practices of Countrywide Mortgage lenders and their investors Fannie Mae and Freddie Mac.

Black Americans have been left homeless and displaced. All the twelve Circuits have utterly failed to make ruling regarding the question of fairness and equity under the Fourteenth Amendment citing in most cases lack of jurisdiction or issuing rulings continually in the favor of the Banks. The Federal Courts across the board have failed to directly deal with the consequences, discrimination, displacement, disparate treatment, and disparate impact of the thousands of Black American families whose loans were subprime, and who although, part of a protected class, now have lost their homes, years of credit worthiness, in some cases had to file for bankruptcy, and have had to deal with seven years or more of credit score unworthiness due to no fault of their own. The mortgages were peddled to unsuspecting Black Americans even with 720 or better credit scores; the plaintiff was one, all because of the color of her skin and her gender she was peddled a subprime mortgage loan. This was a Countrywide Mortgage Loan policy; it was simply how they conducted business with Black Americans

although provided protected status under Title V11 Civil Rights Act of 1964. When the subprime mortgage crisis hit the United States of America, Countrywide Mortgage Bank was bailed out, and not the unsuspecting Black American borrowers. The unsuspecting Black American borrowers were served fraudulent Lis Pendens placed into foreclosure, and the courts turned a blind eye, while the Black American borrow suffered disparate treatment, and disparate impact. This is an ongoing public crisis for Black Americans, in the United States and the playing field must be leveled by the United States Supreme Court.

3. In Texas Department of Housing and Community Affairs v. Inclusive Communities Project Inc., 576 U.S. 519 (2015) Justice Kennedy delivered the opinion of the Court, which in a 5-4 decision held that disparate impact claims are cognizable under the Fair Housing Act. Justice Kennedy began his analysis by reviewing the historic development of disparate impact claims in Federal law and concluded that Congress specifically intended to

include disparate impact liability in a series of amendments to the Fair Housing Act that were enacted in the year 1988. Justice Kennedy also argued that recognition of disparate-impact liability under the FHA also plays a role in uncovering discriminatory intent: It permits plaintiffs to counteract unconscious prejudices and disguised animus that escape easy classification as disparate treatment. Even though the selling and dumping of all the Countrywide subprime mortgage home loans into "reputable lenders" was supposed to help American homeowners hit by the crisis, it caused nothing but grief and misery to Black homeowners. Black homeowners were instead met with disparate treatment in obtaining loan modifications, even after their subprime home loans ballooned way out of the controlled repayment terms or were found to have burdensome repayment terms. It was a scam, perpetrated against Black Americans. It was a violation of Black Americans Fourteenth Amendment Rights. Also, a violation of Federal and State laws, committed against Black American borrowers.

4. In City of Miami, v. Bank of America Corporation, Bank of America, N.A., et al 800 F3d 1262 (2015) the Court found that disparate treatment existed: adopting in part: (1) city adequately alleged an injury in fact from lender's allegedly discriminatory lending; (2) city sufficiently alleged a plausible chain of causation from lender's allegedly discriminatory lending; (3) term "aggrieved person" in the Fair Housing Act (FHA) sweeps as broadly as allowed under Article III; (4) in a matter of apparent first impression, proper standard for proximate causation on a FHA claim is based on foreseeability; (5) city adequately alleged that harm to city was reasonably foreseeable; (6) city failed to allege that city conferred a direct benefit onto lender to which they were not otherwise legally entitled. The complaint accused Bank of America of engaging in both "redlining" and "reverse redlining." Redlining, the practice of refusing to extend mortgage credit to minority borrowers on equal terms as to non-minority borrowers. Reverse redlining is the practice of extending mortgage credit

on exploitative terms to minority borrowers. The City also alleged that the Bank engaged in a vicious cycle: first it "refused to extend credit to minority borrowers when compared to white borrowers," then "when the bank did extend credit, it did so on predatory terms. When minority borrowers then attempted to refinance their predatory loans, they discovered that the Bank refused to extend credit at all, or on terms equal to those offered to white borrowers. The City said that the Bank's conduct violated the Fair Housing Act in two ways. First, the City alleged that the Bank intentionally discriminated against minority borrowers by targeting them for loans with burdensome terms. Second, the City claimed that the Bank's conduct had a disparate impact on minority borrowers, resulting in a disproportionate number of foreclosures on minority-owned properties, and a disproportionate number of exploitative loans in minority neighborhoods.

5. In too many cases the Federal Courts have cited the same justifications and reasoning, lack of

jurisdiction, lack of personal jurisdiction, Failure to state a claim, among some of the excuses. Taking the easy way out. So as not to deal with the cases period. The Federal Courts dismisses the cases and send them back to the State Courts who have never had the ability to rule equitably in favor of the Black American plaintiffs who fell victim to the subprime mortgage loan scam. This is a Federal crisis in which no State has the adequate skill set to deal with Banks that are Federally operated, insured, and governed and only operate in states to lure unsuspecting Black American customers to perpetuate their greed. The City claimed that this pattern of providing more onerous loans is evident among Black Americans. Those containing more risk, carrying steeper fees, and having higher costs to Black American borrowers as compared to White American borrowers of identical creditworthiness; manifested itself in the Bank's retail lending pricing, its wholesale lending broker fees, and its wholesale lending product placement. It also averred the Bank's internal loan officer compensation system

encouraged its employees to give out these types of loans even when they were not justified by the borrower's creditworthiness. The City claimed that Bank of America's practice of redlining and reverse redlining constituted a "continuing and unbroken pattern" that persists to this day. Among other things, the City employed statistical analyses to draw the alleged link between the race of the borrowers, the terms of the loans, and the subsequent foreclosure rate of the underlying properties. Drawing on data reported by the Bank about loans originating in Miami from 2004–2012, the City claimed that a Bank of America loan in a predominantly (greater than 90%) minority neighborhood of Miami was 5.857 times more likely to result in foreclosure than such a loan in a majority-white neighborhood. According to the City's regression analysis (which purported to control for objective risk characteristics such as credit history, loan-to-value ratio, and loan-to-income ratio), a Black American, Bank of America borrower in Miami was 1.581 times more likely to receive a loan with

"predatory" features[4] than a White borrower, and a Latino borrower was 2.087 times more likely to receive such a loan. Moreover, Black American, Bank of America borrowers with FICO scores over 660 (indicating good credit) in Miami were 1.533 times more likely to receive a predatory loan than White borrowers, while a Latino borrower was 2.137 times more likely to receive such a loan.

6. In United States District Court, N.D. Illinois, Eastern Division. County of Cook v. Bank of America Corporation et al., 181 F.Supp.3d 513 (2015) The Court held that the date on which county discovered the basis of its Fair Housing Act (FHA) claims against mortgage lender for its alleged practice of charging African American and Hispanic borrowers discriminatory fees and costs during the servicing of home loans, for determining whether claim was brought within two-year statute of limitations period, was an issue that could not be decided on motion to dismiss; evidentiary submission was required since allegations in the complaint did not affirmatively show whether the county knew or

should have known during limitations period applicable to last discrete home loan decision that 95,000 home loans signed by minority borrowers contained discriminatory terms, and conditions since county claimed that lender was continuing its discriminatory practices. 42 U.S.C.A. § 3613(a)(1)(A); Fed. R. Civ. P. 12(b)(6). Where a plaintiff, pursuant to the Fair Housing Act (FHA), challenges not just one incident of conduct violative of the Act, but an unlawful practice that continues into the limitations period, the complaint is timely when it is filed within two years of the last asserted occurrence of that practice. 42 U.S.C.A. § 3613(a)(1)(A).

7. Fair Housing Act (FHA) makes it unlawful for any person or other entity whose business includes engaging in residential real estate-related transactions to discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction, because of race. 42 U.S.C.A. § 3605(a). County's disparate impact claim against mortgage lender, claiming that

lender engaged in a variety of practices that allegedly had a disparate impact on Black American and Hispanic borrowers, was cognizable under Fair Housing Act (FHA) and identified specific practices that allegedly caused minority borrowers to receive a disproportionate share of high-cost home loans. 42 U.S.C.A. § 3604.

The County alleges that Defendants targeted minority borrowers and made approximately 95,000 home loans with less favorable terms and conditions than loans made to similarly situated White borrowers. Twelve Civil Rights County's allegations that mortgage lender targeted minority borrowers and steered them into more expensive home loans with a higher risk of default than loans made to similarly situated White borrowers were sufficient to state a plausible disparate treatment claim under provision of Fair Housing Act (FHA) governing discrimination in real estate transactions. 42 U.S.C.A. § 3605(a).

8. In the case of Jean Robert Saint-Jean, et al., v. Emigrant Mortgage Company, et al., 50 F.Supp.3d

300 (2014). Under Federal law, where a plaintiff can demonstrate fraudulent concealment, a defendant is equitably estopped from asserting a statute of limitations defense with respect to those claims. A bank was equitably estopped from asserting a statute of limitations defense to homeowners' claims that the bank violated the New York State Human Rights Law, where the homeowners credibly alleged that the bank's conduct was calculated to mislead and the homeowners relied on it, and the failure to raise the claims earlier was not attributable to a lack of due diligence.

Conclusion

The petition for a writ of certiorari should be granted.

Entered in this action on the 8TH day of June 2021

Sworn to before me on
this 8th day of June 2021

Notary Public

CHRISTOPHER JOHN DOLAN
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01DO6411806
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES 12/07/2024

Respectfully submitted,

Signature

FEDIE R. REDD Pro Se

Fedie R. Redd-Pro se
173 Cedar Street
Freeport New York 11520
516-623-9493

I Fedie R. Redd, certify that this Writ of Certiorari contains 4860 words or less.

Entered in this action on the 8TH day of June 2021

Sworn to before me on
this 8th day of June 2021

Notary Public

CHRISTOPHER JOHN DOLAN
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01DO6411806
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COMMISSION EXPIRES 12/07/2024

Respectfully submitted,

Signature

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