NO:_____

20-5455

IN THE

SUPREME COURT OF THE UNITED STATES

Fareed-Sepehry-Fard-----PETITIONER

v.

Aurora Bank FSB, GPM Heloc, Bank of America, U.S. Bank National Association as trustee for GreenPoint Mortgage Funding, Frank H. Kim, Severson & Werson-----RESPONDENTS (s)

ON PETITION FOR WRIT OF CERTIORARI TO

Supreme Court of California, Case No. S260411
After an Unpublished Decision by the Court of Appeal

PETITION FOR WRIT OF CERTIORARI

Fareed-Sepehry-Fard, *Sui Juris*
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Saratoga, the State of California, Santa Clara County
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Notice to Agent is Notice to Principal and Notice to Principal is Notice to Agent.

QUESTION PRESENTED

A recalled judge in 2018, Mr. Aaron Persky of Superior Court of California, County of Santa Clara, granted relief in 2012 to strangers to an alleged financial transactions, while blocking any and all Petitioner's attempts of discovery.

The attorneys at Severson & Werson APC admitted, later on, that they never ever had or have any power of attorney to represent neither U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR GREENPOINT MORTGAGE TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR2 ("the ghost") which never existed and does not exist nor U.S. BANK NATIONAL ASSOCIATION nor from any damaged party, party of interest and holder in due course of the alleged debt, alleged note [which is forged] and alleged mortgage.

The facts are that, all cases, including traffic, civil, criminal, civil harassment et. al., filed in courts are assigned Committee on Uniform Securities Identification Procedures ("CUSIP") numbers which are traded on wall street and monetized through variety of ruses, to wit: through Credit Default Swaps ("CDSs"), Collateralized Debt Obligation ("CDO"), Yield

Spread Premiums, all other insurance payouts, leveraging on deprivation of people's rights under the color of law (packaged as CUSIP numbers), in violation of 18 US Code Sections 241 and 242 as well as Title 42 US Code sections 1983 and 1985, among others.

In majority, if not all these cases, the sources of the monies used for these CUSIP numbers' trades, are from sex and human trafficking, child trafficking, drug cartels and unlawful conduct.

The court administrators erroneously labeled as judges, such as but not limited to the recalled judge, Mr. Persky, systematically denied and deny any and all discoveries as to proof of the value allegedly paid for these fabricated and false transactions by the identified entities since: 1) they know, those sources identified, are not the sources who paid anything for the alleged financial transactions identified in the manufactured paper trail filed in courts and in county recorder; 2) they are bribed to disallow discovery.

From time to time, some court administrators, based on ignorance, or simply because, they can not be bought, or both, allow for discovery, and all of sudden, the homeowner would be offered a confidential settlement offer by the ghost's culprits, yet the criminal enterprise continues its operations as usual, on other victims. The review by this court of records is a matter of National Security.

Moreover, the court of Appeal in *Sepehry-Fard expressly* set aside perfection of Petitioner's Arbitration Award, as if it did not exist, creating an irreconcilable conflict in the published SCOTUS decision in *Henry Schein, Inc., et al. v. Archer & White Sales, Inc.* certiorari to the united states court of appeals for the fifth circuit No. 17–1272. Argued October 29, 2018—Decided January 8, 2019. The issue presented is:

Should this court end the conflict in lower courts by applying *Schein* rules nationwide that Arbitration Award is effective upon its perfection under notary witness sworn affidavit, non-judicially where the issue of the Arbitration Award as an operation of law is the pre-cursor to the secondary questions thus disapproving lower courts' interpretation of non-judicial Arbitration Award specially when those interpretation was done by a very corrupt recalled judge which has significantly damaged Petitioner economically, physically and emotionally and continues to damage Petitioner economically, physically and emotionally?

LIST OF PARTIES

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

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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 below issued by a recalled Superior Court of California, Santa Clara County Court judge.

OPINIONS BELOW

The Decision of the highest state court Denying to Recall Remittitur based on a void judgment issued by a recalled judge appears at Exhibit A [1 PT 6] [1] and is unpublished.

The Decision of the 6th District Court of Appeal, the 2nd highest state court, rejecting Motion to Recall Remittitur based on a void judgment issued by a recalled judge appears at Exhibit B [1 PT 12-23] and is unpublished.

The Opinion of the Santa Clara County recalled Court judge appears at Exhibit C [1 PT 49-54] and is unpublished.

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[1] PT stands for Petitioner's Transcripts concurrently filed, [1 PT 49-54] means volume 1 of Petitioner's Transcripts pages 49 to 54 inclusive, etc. etc

JURISDICTION

The date on which the highest state court decided my case was on March 11, 2020. A copy of that decision appears at Exhibit A [1 PT 6].

The jurisdiction of this court is invoked under 28 U.S.C §1257(a) and 5th amendment right to due process.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

Petitioner was unable to obtain an impartial arbitrator and an impartial forum, without bias, pursuant to the 4th, 5th, 6th, 7th, and 14th Amendment guaranteed rights of the federal Constitution of 1787, as purviewed by the states for Complainant, Petitioner and Appellant Fareed -Sepehry-Fard. Petitioner has been wronged by a recalled judge, and as an American, is due remedy.

Accordingly, the lower court order is void on its face, in fact and in law due to inter alia, recalled judge's void order, who had neither *In Personam* nor subject matter jurisdiction, *Id.*

STATEMENT OF THE CASE

Petitioner, Plaintiff and Appellant Fareed-Sepehry-Fard, *Sui Juris*, (or "Petitioner") appealed a decision by the trial court sustaining a demurrer to the Second Amended Complaint (or "SAC") without leave to amend, order issued by a recalled judge, Exhibit A [1 PT 49-54].

The court of appeal upheld the demurrer. *Sepehry-Fard v. Aurora Bank FSB* CA6, opinion at Exhibit B [1 PT 36 - 48]. Yet, the court of appeal also agreed that "In dicta, the court in Gomes suggested that a preemptive attack on a nonjudicial foreclosure might adequately state a cause of action if the complaint provides a "specific factual basis" to call a defendant's authority to foreclose into question. (Gomes, supra, 192 Cal.App.4th at p. 1156, italics omitted.)", *Id*, at page 45.

Later on, California Supreme Court in *Yvanova v. New Century Mortg. Corp.*, 365 P.3d 865, 850 (Cal. 2016) said that it is against the law for complete strangers to Petitioner, as in here, to do anything against the Petitioner without any evidentiary

hearing, and in fact blocking discovery, as in here, as to the standing of the Respondents and their proof of payment for the alleged debt, doubly voiding the void order issued by the recalled judge, "*The borrower owes money not to the world at large but to a particular person or institution, and only the person or institution entitled to payment may enforce the debt by foreclosing on the security.*" Emphasis added, *Yvanova, Id.*

Since Relief was granted to complete strangers to Petitioner based on facts on records without any authority and any relationship with Petitioner, whatsoever, Petitioner has been harmed economically, emotionally and physically, by and through a void order issued by a recalled judge, who conducted several ex parte communications with Respondents' attorneys who admitted to Petitioner later on that the attorneys do not and never did represent neither U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR GREENPOINT MORTGAGE TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR2 nor U.S. BANK NATIONAL ASSOCIATION.

This summary of facts is based on sworn statements of Petitioner made in the Petition to recall remittitur.

A. What the Petition to Recall Remittitur Asked the California Supreme Court to Do?

Petitioner asked The California Supreme Court to recall the void remittitur issued by California Sixth District Court of Appeals based on an order issued by the recalled judge Mr. Persky, Exhibit D at [1 PT 78-90].

Petitioner presented to the lower courts in addition to fact that the remittitur issued by a recalled judge is void and of no force and effect, it must additionally be reversed because it was based on the predicate ownership of the alleged debt by an entity that never existed, does not exist, never had any bank account, never paid for anything since it was never funded, and was used a rented name by Nationstar Mortgage LLC. (Aurora Bank) using very corrupt and bribed judges to use People's homes as conduits to conduct unlawful money laundering for pedophiles, drug cartels, sex traffickers and others when there is absolutely no relationship between the false claimants, that never existed, do not exist, without any power of attorney to the alleged debt

collector attorneys to conduct any acts against Petitioner and injured man, whatsoever.

Petitioner stated under oath that the false claimants have been committing acts of piracy and grand theft of Petitioner's home when there were never ever any relationships of any kind among Petitioner and any and all the false claimants, whoever they may be, since the named claimant, to wit: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR GREENPOINT MORTGAGE TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR2 ("the ghost") never existed and does not exist and the attorneys have admitted that they have no power of attorney neither from the ghost nor from U.S. BANK NATIONAL ASSOCIATION nor from any damaged party, party of interest and holder in due course of the alleged debt, alleged note [which is forged] and alleged mortgage.

Moreover, attorneys admitted on records that they have no power of attorney from any damaged party, Exhibit D (1 PT, at pages 78-87.)

Petitioner declared and obtained an arbitration award, through a notary witness, that the Respondents' security instrument was null and void and made a record of that in county recorder, see Instrument Number 21300093 filed in Santa Clara County Court on September 1, 2011.

Petitioner alleged harm done to Petitioner and that there were never ever any loan made to Petitioner from any of the Respondents and their co parties, Exhibit D (1 PT, at page 69 and throughout PT.) Petitioner challenged the trial court on its *In Peronam* jurisdiction and subject matter jurisdiction over Respondents, Petitioner through proper judicial notice, made a record that per Article 1 section 10 of the Constitution: "No State shall enter into any Treaty, Alliance, or Confederation; ..... or Law impairing the Obligation of Contracts...." and that Petitioner already has his judgment and required court's assistance in enforcing that judgment and that Petitioner never received any "loan" from any of the Respondents, *Id.*, that Petitioner wants his monies back, that the judge agreed to a trial by jury pursuant to Petitioner's 7th amendment rights but the judge failed to deliver, that Petitioner pursuant to UCC 3-308

(which is the same as California Commercial Code 3308) disputed all the signatures on the alleged note and false assignments because Petitioner complained that his signature on one or more promissory notes were forged and subsequently Petitioner complained to Police about his identity theft at [1 PT 24], to Federal Trade Commission about his identity theft and securities fraud committed and perfected by the Respondents and their culprits at [1 PT 27-29], and to all three credit reporting agencies where Petitioner's identity had been stolen by using incorrect names and 16 different addresses for Petitioner when none of them were correct at [1 PT 30] and using a social security number that does not belong to Petitioner since it ended with 6 where Petitioner's Social Security Number ends with 7 and not 6 at [1 PT 31], that numerous false assignments were fraudulent and void which repeatedly revealed several broken chain of title among various entities and the original so called "*lender*" and that there were never ever any "for value consideration" or payment for any of the false assignments that false paper trail, Respondents created in the county recorder to create a false air of privity between Petitioner and the

Respondents when there has never been any, in addition to the fact that those false assignments, years after the alleged trust had been closed, clearly violated state and Federal trust laws, REMIC | Internal Revenue Code §§§860D, 860F(a), 860G(d).

A REMIC or special purpose vehicle (SPV) is an entity that is created for the specific purpose of being a tax-free pass-through for interest income generated by pooled mortgages. This allowed investors to purchase shares or certificates in a mortgage pool that was only taxed once at the investor level. The REMIC rules allowed the mortgage pools to collect interest income from the pool and disburse that income to the certificate holders tax-free at the pool level. Prior to the REMIC, interest income from pooled mortgage investments were taxed twice, once at the pool level and again at the investor level. REMIC rules are very specific, and to qualify as a REMIC under federal and state tax codes, the SPV had to meet very stringent requirements. With respect to RMBS the controlling trust document is known as the Pooling and Servicing Agreement (PSA). One function of the PSA is to establish the rules governing the trust such that the trust's activities and management conform to IRC 860. If the

trust did not conform, it looses its REMIC status and its tax-free pass-through status, therefore the alleged contract, in addition, is void in view of numerous false assignments, post closure of the alleged trust in 2007.

B. Trial Court Proceedings

Based on Petitioner's judgment and arbitration award, non - judicially at inter alia Instrument Number 21300093 filed in Santa Clara County Court on September 1, 2011 in addition to the several break in the chain of title, Petitioner sued Respondents. Petitioner filed the original complaint on September 2011, (1 PT, at page 37.) The Defendants demurred to this complaint, but petitioner was granted leave to amend. Petitioner filed first amended complaint (or "FAC"), the Defendants again demurred to the FAC, but petitioner was granted leave to amend FAC. In FAC, Petitioner alleged that Respondents have reported derogatory and adverse credit reporting to credit agencies on an unsubstantiated debt when Respondents have been complete stranger to Petitioner and once again complained that there has never ever been any default since Petitioner does not and never did have any loan with the

Respondents, that Respondents have extorted monies and stolen monies from Petitioner, that Petitioner already has his judgment and requested the court to enforce Petitioner's judgment, that Petitioner again challenged the court's subject matter and In Personam jurisdiction over the Defendants since they never appeared in any court of records, (1 PT, at page 37). In Second Amended Complaint, Petitioner again challenged the court's In Personam and subject matter jurisdiction over Respondents and provided offer of proof, the recalled judge blocked discovery, conducted ex parte communications with Defendants, completely railroaded Petitioner at every turn and repeatedly denied Petitioner's due process rights.

C. The Court of Appeal Affirms.

Petitioner appealed. On December 31, 2015, Petitioner moved the court to strike Respondents' brief in its entirety based on inter alia, court's lack of *In Personam* and Subject matter jurisdiction over Respondents. The presiding judge denied that motion without any opinion on January 13, 2016, [1 PT 10]. Petitioner then filed for a motion for Findings and Facts and Conclusion of law on January 15, 2016. Again, the presiding

united states court of appeals for the fifth circuit No. 17–1272. Argued October 29, 2018—Decided January 8, 2019, where Justice Kavanaugh in a unanimous Supreme Court already stated the obvious, " The "**wholly groundless**" exception to arbitrability is inconsistent with the Federal Arbitration Act and this Court's precedent. Under the Act, arbitration is a matter of contract, and courts must enforce arbitration contracts according to their terms. *Rent-A-Center, West, Inc.* v. *Jackson*, 561 U. S. 63, 67. The parties to such a contract may agree to have an arbitrator decide not only the merits of a particular dispute, but also " 'gateway' questions of 'arbitrability.' " *Id.*, at 68–69. Therefore, ... a court may not override the contract, even if the court thinks that the arbitrability claim is **wholly groundless**. That conclusion follows also from this Court's precedent. See *AT&T Technologies, Inc.* v. *Communications Workers*, 475 U. S. 643, 649–650.", emphasis added., also see *Compton v. State of Alabama,* 214 U.S. 175 (1909) and California Maxims of Jurisprudence, the Civil Code of the State of California section 3516 which states" Acquiescence in error takes away the right of objecting to it." which is substantive law and not subject to be

changed, amended, modified or altered by any procedural rules, as a matter of law, State of California C.C.P. 3516, *Id.*

Appellant already has his arbitration award, Instrument Number 21300093 filed in Santa Clara County Court on September 1, 2011.

By definition, any lawsuit filed by the Petitioner to ENFORCE the arbitration award --i.e., to get the note, satisfaction of the alleged debt and recoupment of his stolen monies by the Respondents --- is NOT an action to EFFECTUATE the arbitration award. The intent of the statute is crystal clear --- that the Petitioner doesn't need to be a lawyer or financier to cancel the deal. It is canceled by the arbitration award. No particular form is required.

Moreover, the question of "disputed" and "undisputed" arbitration award was addressed squarely by the SCOTUS unanimous decision in *Henry Schein, Inc., et al. v. Archer & White Sales, Inc.* court in its ruling by stating: "" The "**wholly groundless**" exception to arbitrability is inconsistent with the Federal Arbitration Act and this Court's precedent. Under the

Act, arbitration is a matter of contract, and courts must enforce arbitration contracts according to their terms. *Rent-A-Center, West, Inc.* v. *Jackson*, 561 U. S. 63, 67. The parties to such a contract may agree to have an arbitrator decide not only the merits of a particular dispute, but also " 'gateway' questions of 'arbitrability.' " *Id.*, at 68–69. Therefore, ... a court may not override the contract, even if the court thinks that the arbitrability claim is **wholly groundless**. That conclusion follows also from this Court's precedent. See *AT&T Technologies, Inc.* v. *Communications Workers*, 475 U. S. 643, 649–650."

No action is permitted after the grant of arbitration award, *Id.*, and Respondents can not raise "defenses" at any time --- clearly against the express wording of the Act as drafted and passed by the US Congress. Stated differently, to say that the Respondents could raise these as defenses to Appellant's arbitration award at any time would mean that the arbitration award is somehow contingent upon a ruling of a court. THAT is clearly and expressly (read Kavanugh's opinion) off the table thanks to the Arbitration Act, which means that when

Respondents filed for their demurrers or other papers and pleadings in lower courts, they had no grounds or basis to demur since Petitioner's arbitration award was perfected in 2011, Federal Arbitration Act.

No court action may be undertaken on an instrument that does not exist, (lower Court's opinion issued by the recalled judge, on DOT and lower court's taking judicial notice of DOT which were and are null and void post perfection of Petitioner's arbitration award).

No transaction can ignore the fact that the note and security were canceled and under the act are void.

Without this point of clarity the simple arbitration act "procedure" is lost. This is substantive law [4] and not subject to

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[4] Substantive law:" Substantive law is the statutory, or written law, that defines rights and duties, such as crimes and punishments (in the criminal law), civil rights and responsibilities in civil law. It is codified in legislated statutes or can be enacted through the initiative process. Substantive law stands in contrast to procedural law, which is the "machinery" for enforcing those rights and duties. Procedural law comprises the rules by which a court hears and determines what happens in civil or criminal proceedings, as well as the method and means

change by any procedural rules, as the court below erroneously concludes that Petitioner's judgment under the Act is waived when it is not. Stated differently, the lower court or any other courts CAN NOT use "procedures" to nullify Petitioner's non-judicial arbitration award and judgment under notary witness, *Id.*, cemented into law by all three branches of the government, to wit: the President, the Congress and SCOTUS *Henry Schein, Inc., Id.*

The big mistake is that people, judges and lawyers continue to view Petitioner's arbitration award as a pending claim --- despite the US Supreme Court stating that courts cannot interpret a statute without finding ambiguity (and being right about that) they don't have power to change, add, amend or modify the express wording of the statute.

After perfection of Petitioner's arbitration award, there is no pending claim. After perfection of Petitioner's arbitration award, there is only the fact that the note and security are gone.

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by which substantive law is made and administered...." Source: https://en.wikipedia.org/wiki/Substantive_law

To rule otherwise would breath life into the very contracts that alleged Respondents allegedly created, of which same alleged contract(s) were void as of 2011 by operation of arbitration award, at Federal Arbitration Act, *Id.*

Initially, Respondents are time-barred and lack standing to argue Petitioner's arbitration award by operation of the Federal Arbitration Act. Again, to rule otherwise would destroy the unanimous decision of the Supreme Court that arbitration award is effective "by operation of law", *Henry Schein, Inc.*, (2019).

The operation of law triggers the relief, not a court. The relief is non-judicial and is effective just as the statue contemplates. The alleged lenders in Petitioner's alleged loan contracts acquiesced to judgment for Petitioner, *Id.*, the Respondents were under lawful duty [5] to speak, Respondents can not and could not plead fifth amendment, see *U.S. v. Tweel, 550*

[5] Petitioner respectfully presents to all to differentiate between "lawful" and "legal". Legal pertains to statues, codes, ordinances et. al. which are Godless and created by men, on the contrary, lawful relate to Petitioner's inalienable rights, given to Petitioner by God, *Id.* that it seems some public servants and British Accreditation Regency ("British" or "BAR") agents others have sworn an oath to uphold and defend, against all enemies, foreign and domestic.

F. 2d.297. "Silence can only be equated with Fraud where there is a legal or moral duty to speak or where an inquiry left unanswered would be intentionally misleading". Maxims of Law: *"He who doesn't deny, admits."*

The alleged lenders were the only parties with a cognizable claim and *standing* to rebut Petitioner's arbitration award. So whether Petitioner was right or wrong, since the "lender" did not respond and acquiesced to judgment for Petitioner, the matter is closed and that is the end of the note and mortgage.

Article III standing, like other bases of jurisdiction, must be presented at the inception of and throughout the lawsuit. *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 570 n.5 (1992) (plurality opinion) ("[S]tanding is to be determined as of the commencement of suit."); see also *Arizonans for Official English v. Arizona*, 520 U.S. 43, 64, 67 (1997) (holding that standing is an aspect of the case or controversy requirement, which must be satisfied "at all stages of review"); Keene Corp. v. United States, 508 U.S. 200, 207 (1993) ("[T]he jurisdiction of the Court

depends upon the state of things at the time of the action brought.").

Standing is jurisdictional and a lack of standing precludes a ruling on the merits. *Media Technologies Licensing, LLC v. Upper Deck Co.*, 334 F.3d 1366, 1370 (Fed. Cir. 2003) (Cal).

The lower Courts should have dismissed Respondents' brief based on inter alia Respondents' standing and inability to file any papers in court.

This series of requests, as written by Petitioner, exactly describes the alleged lender's duties under the arbitration act law.

The lower court erred and exceeded its jurisdiction by erroneously interpreting an unambiguous statute.

The statute, which is unambiguous as determined by the *Henry Schein, Inc.* Court, is to be followed strictly.

The object of the word note refers directly to the promissory note in the sentence structure, thus Petitioner intently and correctly demands the return of his note as his *personal* property...not his *real* property. The series of requests, as written by Petitioner, exactly describes the alleged lenders' duties under the arbitration award law. The lower Court erred and exceeded

its jurisdiction by erroneously interpreting an unambiguous statue.

Black's Law Dictionary defines estoppel as: "A bar or impediment raised by the law, which precludes a man from alleging or from denying a certain fact or state of facts, in consequence of his previous allegation or denial or conduct or admission, or in consequence of a final adjudication of the matter in a court of law. Demarest v. Hopper, 22 N. J. Law, 019; Martin v. Railroad Co., 83 Me. 100, 21 Atl. 740; Yeeder v. Mudgett, 95 N. Y. 295.

The effect of Petitioner's arbitration award created a bar, or estoppel, against any and all claims or standing under the contract's void nature that the statute creates by design and intent of the legislature. By arbitration award's straightforward process, exercisable by Petitioner and not requiring judicial oversight, Congress endorsed Petitioner's arbitration award at the Federal Arbitration Act, *Id.*

Title 9, US Code, Section 1-14, was first enacted February 12, 1925 (43 Stat. 883), codified July 30, 1947 (61 Stat. 669), and amended September 3, 1954 (68 Stat. 1233). Chapter 2 was

ASSOCIATION, AS TRUSTEE FOR GREENPOIN
MORTGAGE TRUST MORTGAGE PASS-THROU
CERTIFICATES, SERIES 2007-AR2 nor U.S. BAN
NATIONAL ASSOCIATION, nor any other alleged
party, party of interest and holder in due course of th
debt, alleged mortgage and security.

Without guidance from this court, homeowner
success or failure depending on where they bring the

Trial judges in and around San Jose (County,
Bankruptcy courts) will reject unanimous SCOTUS
perhaps because they continue to view the arbitratio
pending claim and not as a fact as the act clearly dire
courts, while other courts have followed, as they sho
law, as the *Henry Schein, Inc, Id's* unanimous decisi

Although foreclosing trustees and purchasers
sales have a significant interest in finality, consumer
countervailing interest in avoiding wrongful foreclos

Henry Schein, Inc, Id. revealed the majority o
state and bankruptcy courts had "misinterpreted the
enacting Congress," in allocating to borrowers the b

added July 31, 1970 (84 Stat. 692), two new Sections were passed by the Congress in October of 1988 and renumbered on December 1, 1990 (PLs669 and 702); Chapter 3 was added on August 15, 1990 (PL 101-369); and Section 10 was amended on November 15. This core language has remained in place for decades and inures to the benefit of Petitioner.

The alleged "contract" is void by notice.

The Board never imposed an extra-statutory requirement that a lawsuit be filed to exercise the arbitration award, *Henry Schein, Inc, Id.*

In each of the above cases, *Id.*, consumers filed suit to ENFORCE the statutory provisions of the statute, not to exercise the right, which had already been accomplished, *Henry Schein, Inc, Id.*

The act of arbitration award is not an act whereby Petitioner demanded a "free house", as it appears to have espoused by the lower courts in this case, rather, Petitioner followed the strict order of the arbitration award process in requiring that he receive back all of his money paid into the consumer transaction, that the alleged creditors cancel the

security (deed of trust), as defined by the statute, an
property be returned to him (the promissory note).
"*lender's*" failure to act and acquiescence to judgm
Petitioner, *Id.*, the self-operating non-judicial effect
arbitration award was perfected and the alleged "le
nothing more than a void contract by the operation
evinced herein.

The arbitration award is equivalent to Court
Federal Arbitration Act, except it is indorsed by all
branches of the government, *Id.*, non-judicially.

Petitioner attempted to shed light into lower
continuous and erroneous *interpretation* of the arb
even though the statue is crystal clear on its face, *H*
Inc, Id. but was not *able* to.

This situation is a compelling case for reviev
appeal decision to "secure uniformity of decision"
when the void order was issued by a recalled judge
facts on records conducted several ex parte commu
the attorneys without any power of attorney to repr
the ghost to wit: neither U.S. BANK NATIONAL

to court to enforce their statutory arbitration award at Federal Arbitration Act.

B. This Court should grant review in the interest of justice since there is ample proof positive of no loan made to Petitioner from any of the Respondents which is the same as the arbitration award and Petitioner still wins.

In Petitioner's motion to strike Respondents' brief in its entirety filed in lower court on January 31, 2016 and denied on January 13, 2016, Petitioner noticed the court below that Respondents have admitted to Petitioner, by their silence, that there was no loan made to Petitioner from any of the Respondents and their co parties, multiple times. Otherwise long ago, Respondents would have disclosed what has been repeatedly demanded of them, to wit: actual wire transfer, wire transfer instructions, ACH confirmation, cancelled check or check 21 confirmation for proof of consummation of the alleged loan.

Respondents, as *trustee*, *servicer*, "*lender*" or any other label that one wants to put on them, in the instant action never had constitutional standing or prudential standing and the lower

courts lacked subject matter jurisdiction over all Respondents, *ab initio.*

The Respondents are barred from any argument as they have no standing and courts lack subject matter jurisdiction to hear any argument from the Respondents. The Briefs filed by Respondents in courts below are barred under the doctrine of lack of subject-matter jurisdiction by operation of Federal Law. There are no exceptions under the statute, *id.* Fed. R. Civ. P. Rule 12 (h) (3), Lack of Subject-Matter Jurisdiction.

And a sale would also be void. But the interesting direct answer already found in the court system is that if the "lender" is not disclosed there can be no consummation because there is no loan contract unless you have at least two identified parties. If there is no loan contract there is nothing to rescind. But an admission from the "lender" or a finding by the court that arbitration award is not available because the alleged loan contract was never consummated or did not exist leads inexorably to one conclusion: the "borrower" still wins.

The "borrower" [Petitioner] can then sue to nullify the note, mortgage, debt, foreclosure and even auction on the basis

that they are void by operation of law because there was no deal. And the "borrower" could then, sue to have the "banks" and "servicers" return the monthly payments and other payments they collected on the nonexistent contract for all the money they collected. This too is supported by some case decisions where Bank of America and others have been required to disgorge money they received when they had no right to collect it in the first place. So while there is a specific legal theory on how to deal with this issue there is also a hidden issue that puts the Respondents in the corner.

In order to have challenged the arbitration award, the Respondents must have filed an answer asking for declaratory relief that the arbitration award is not effective, which they did not and could not since there was no loan made to Petitioner from any of the Respondents, their co parties, agent(s), and principle(s) based on ample proof positive on records and by the admission of the alleged attorneys for the ghost, to wit: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR GREENPOINT MORTGAGE TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR2.

If their grounds are that arbitration award is not available because there was no contract, then they are essentially arguing that the "borrower" can't get arbitration award because there was no contract. Either way they lose the deal, the mortgage, the note, etc.

But that is not the only problem for Respondents. In order to establish standing to challenge the arbitration award they must allege that they or their predecessors were the real lenders and were the actual source of funding. Those allegations puts the burden of proof on the Respondents. They must prove the original alleged loan and the acquisition of the loan not just by paperwork that says it happened but by showing that money exchanged hands both at origination and acquisition of the loan.

REASONS FOR GRANTING PETITION

The core question of the arbitration award is answered affirmatively by the non-judicial operation of the law that governs the statue. The secondary consequences of the same operation of law produces the logical and only answer to the

questions of arbitration jurisdiction in the Lower Court and its reliance upon void contract(s) confirmed by a recalled judge.

Respondents do not have a "dispute" provision to rely upon under the statue. Respondents, and all parties to the alleged loan contracts, possess nothing more than void paper by operation of law. No rights in Respondents' alleged contracts were ever conferred upon any party arbitration award.

Petitioner's jurisdictional challenge was founded strictly and specifically upon the operation of his arbitration award and the lack of standing of Respondents. Note Petitioner's appellate "Issue Presented" in its chronological order where the issue of the arbitration award as an operation of law is the pre-cursor to the secondary questions in addition to the void order issued by a recalled judge.

Some courts in California, like the lower court, have a different idea, which they have set down in its unpublished opinion in this case at [1 PT 36].

This idea views Petitioner's arbitration award, endorsed by all three branches of the government to wit: The President, the congress and the SCOTUS unanimous decision in *Henry Schein,*

Inc, Id. that arbitration award is effective upon its finality under notary witness and sworn statement and nothing more is needed from an alleged borrower, as a cause of action and a pending claim which, according to the court below, was not raised in Petitioner's complaint or its amended complaints.

However, arbitration under Federal Arbitration Act is not a *cause of action*, it is non-judicial mechanism of law that is triggered by, and is effective upon its perfection under notary witness in sworn statement made by Petitioner.

Because *Sepehry-Fard v. Aurora Bank*, FSB et al., CA6 unpublished opinion as well as other courts of appeal and lower courts have led to disregard established Federal law and clear unambiguous statute, *Id.*, that arbitration award is effective upon the Respondents' acquiescence to non judicial judgment at Federal Arbitration Act and the void order issued by a recalled judge, this court should grant review in this case to continue to uphold *Henry Schein, Inc, Id.* It should eliminate the confusion and confirm that *Henry Schein, Inc.*, apply throughout California and nationwide, specially to a void judgment by a recalled corrupt judge.

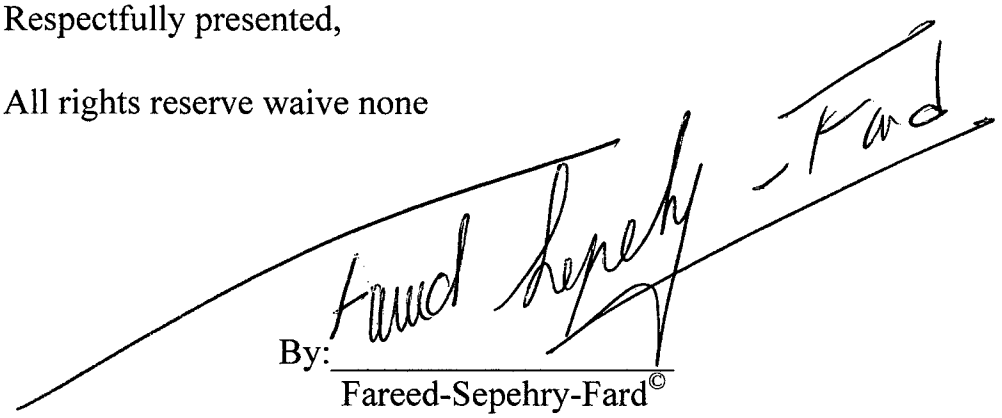
CONCLUSION

For these reasons, the petition for writ of certiorari should be granted.

DATED: 1st day of June, 2020

Respectfully presented,

All rights reserve waive none



By: _____
Fareed-Sepehry-Fard©