No. 20-762

In The

Supreme Court of the United States

ERIC FERRIER,

Petitioner,

v.

CASCADE FALLS CONDOMINIUM ASSOCIATION INC.
BANK OF AMERICA N.A. et al.,

Respondents.

On Petition For Writ Of Certiorari
To The United States Court Of Appeals
For The Eleventh Circuit

PETITION FOR WRIT OF CERTIORARI

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QUESTIONS PRESENTED

I. Whether a person born or naturalized in the United States, and subject to the jurisdiction thereof, may be deprived of property without due process of law and denied the equal protection of the laws by being foreclosed from the legal system and excluded from a national settlement agreement.

II. Whether the Bank of America, the property loan servicer, submitted intentionally false and misleading foreclosure claims by transferring the property title to third party, Bank of New York, to obtain from a Florida State Court a decision to deprive the petitioner from his property so to escape both their obligations under the condominium rider to pay Home Association dues in the event of an owner default and to further escape their obligations under the national settlement agreement.

III. Whether the Association conspired, along with Bank lender, by failing short of their property maintenance obligations exposing Eric Ferrier to toxic molds found in high concentration in the unit and by the means of other frauds in violation of Title 42, U.S.C. § 3631.

PARTIES TO THE PROCEEDING

Petitioner Eric Ferrier was the plaintiff in the district court proceedings and appellant in the court of Appeals proceedings. Respondents Bank America NA, Cascade Falls Condominium Association, Todd Stolfa and Lisa Kehrer were the defendants in the district court proceedings and appeals proceedings.

RELATED CASES

Cascade Falls Condominium Association et al. vs Eric Ferrier, No. 16-61124 United States District Court Southern District of Florida

Eric Ferrier vs Cascade Falls Condominium Association, Bank of America NA et al., No. 17-61597 United States District Court Southern District of Florida

Eric Ferrier vs Cascade Falls Condominium Association, Bank of America NA et al., No. 19-14224 United States Courts of Appeals for the 11th District

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PETITION FOR WRIT OF CERTIORARI

Eric Ferrier, a prose litigant, respectfully petitions this court for a writ of certiorari to review a judgment of the 11th District Court of Appeals.

OPINIONS BELOW

The 11th District Court of Appeals affirm the order of the US District of South Florida to dismiss the case without prejudice for lack jurisdiction. That order is attached at Appendix ("App.") at 1.

JURISDICTION

Eric Ferrier invokes this Court's jurisdiction under 28 U.S.C. §1254(1), having timely filed this petition for a writ of certiorari before December 15th, 2020.

CONSTITUTIONAL PROVISIONS INVOLVED

United States Constitution, Amendment XIV, 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 law;

nor deny to any person within its jurisdiction the equal protection of the laws

STATEMENT OF THE CASE

This claim rises as the counter part of two separates foreclosures actions filed in Florida State Courts one, by a home owner association and two, by the bank lender. The Home Ownership and Equity Protection Act (HOEPA) was enacted in 1994 as an amendment to the Truth in Lending Act (TILA) to address abusive practices in refinances and closed-end home equity loans with high interest rates or high fees. The loan issued to finance the purchase of the property qualified for HOEPA regulations. In fact, a National Settlement agreement has been reached in 2014 by Lenders which should include the property of the Plaintiff Appellant. The reference to that settlement is attached as Appendix 85-86. The Property was acquired last for the unconscious amount of one dollar by the foreclosing parties. Eric Ferrier is been stripped of all equity and all money paid since 2007 or over $83,268, has been to a loss. The property market value at the time was assessed by Broward county tax department to less than $70,000. The original loan exceeded $210,000.

The undisputed facts that yield to this claim can be summarized as followed. In January 2011, Eric Ferrier filed a complaint to the City of Fort Lauderdale Code Enforcement that water is leaking in the unit from the Condominium common elements. The following order

is entered on January 2011, case CE11011679: "*Code section* 9-289(f): *Violations:* Every plumbing fixture, water pipe, drain, waste pipe, and gas pipe, shall be maintained in good sanitary working condition, free from defects, leaks and obstructions, there is major leak that is causing the wall to peel and the baseboard to detach from the walls, repair the leak and make all repairs to the damaged areas, obtain all necessary permits".

As per the National Center for Healthy housing, " . . . Mold is a serious health hazard in the home environment, as it produces allergens, irritants, and in some cases, potentially toxic substances. Mold can also trigger respiratory problems such as asthma in vulnerable and allergic populations. Therefore, preventing and eliminating mold problems is a crucial part of ensuring quality housing conditions . . . Some types of mold produce toxic substances known as mycotoxins, which can cause health problems when they are inhaled, absorbed through the skin, or ingested. One mold species may produce a number of different mycotoxins; conversely, one mycotoxin may be produced by several different types of mold. Mycotoxin production varies depending on environmental conditions such as moisture level, temperature, and substrate content. . . . Skin rashes, fatigue, dizziness, flu-like symptoms, nausea, respiratory and eye irritation, immune suppression, birth defects, lung inflammation, and cancer have been associated with exposure to mycotoxins. Persons exposed to high levels of mold toxins, e.g., mold remediation workers or farm workers, may be at risk

for organic toxic dust syndrome (OTDS) or hypersensitivity pneumonitis (HP). ODTS may occur after a single, heavy exposure to mycotoxins and usually carries with it fever, respiratory, and flu-like symptoms. HP is an immunological disease caused by repeated high-level exposures to the same agent and can result in permanent lung damage. Mold exposure also may lead to infections such as fungal pneumonia in persons with compromised immune systems . . . "

The situation has been a health hazard since the unit directly above Eric Ferrier's has been sold and occupied by a new owner. Eric Ferrier has been attempting unsuccessfully to resolve construction defects issues along with the towing of a vehicle directly with the Developer Todd Stolfa, who was previously ruling the Home Owner Association. Association dues payments had been made and held in the Mortgage lender escrow account until proper management. The complaint to the Fort Lauderdale code enforcement was made at the last recourse.

For sole response the HOA, escaping the City order, filed a foreclosure action in Florida State Court. The case is move to mediation which bind Eric Ferrier to pay $8,000 to the HOA and the HOA to fix the unit. Eric Ferrier wires the first payment within 3 business days to the bank account of the HOA and notify the board that a bank transfer has been made. The HOA responded that they had not received the transfer, and that this bank account had been closed. All subsequent payments that were mailed directly to the HOA Attorney were refused. Eric Ferrier contacted the bank

lender to inform them of the situation and that under the following condominium rider paragraph F, they may arrange for payments of the dues. The condominium rider paragraph F states that ".. *F. Remedies.* If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under the paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and be payable, with interest, upon notice from Lender to Borrower requesting payment."

The mortgage escrow bank account balance is now $8,000 and Eric Ferrier present the bank statements at the State Court trial. Regardless, the Court rules in favor of the HOA and Eric Ferrier is evicted of the property.

Upon consulting additional legal advice about the case, Eric Ferrier has been told that the title had been transferred to the Bank of New York but that the Bank of America was still the servicer of the loan. Eric Ferrier retains the Law firm to accept service from the Bank. The firm notify the Bank of America that they are authorized to accept service. The Attorneys explain that the assignment attached as Appendix 102, of the property is untimely and questionable. They are confident to be able to reach a settlement with the Bank.

The Bank of New York foreclosed the property back from the HOA ignoring Eric Ferrier legal counsel

failing short of servicing him their summons in their second Florida State foreclosure action.

Finally, in June 2015, Eric Ferrier receives a notice dated June 11th 2015, from the Bank of America hat Even M Rosen PA who was authorized to accept the service for Eric Ferrier, is no longer representing him. (Reference c3-0972 Authorization letter – combo 16405 06/24/2013 Account 153806953)

Eric Ferrier, having used the service of three different law firms to date, not knowing who to believe any more, filed on 03/26/2016 an online housing discrimination complaint HUD 903 800-669-9777. Appendix 101, then filed ProSe, a counter complaint in Florida State Court. He attempts to remove the case a first time to the US District of Southern Florida, joining the Bank of America and the boards of director of HOA, attempting to file Federal questions very similar to the one that have been subject to the National Settlement agreement, Appendix 86.

On July 26th, 2016, an order (Appendix 94) is entered by the State Court while the case is technically in the US Southern District that Eric Ferrier is a vexatious litigant. The Florida State order states that Eric Ferrier has cost the association more than $20,000 in legal fees when in fact under the Condominium rider paragraph F, the Association could have collected dues at no cost and when in fact Eric Ferrier had held over $8,000 in the Bank of America escrow account to cover money owed as agreed. The federal complaint has been remanded, for lack of jurisdiction, to the State Court

on November 22, 2016 (Appendix 100). Clarification on the order to remand have not been made before April, 11th 2018 (Appendix 87). Technically the Florida State Court had no jurisdiction on a case that was heard at the time in the US District at the time.

Eric Ferrier paid filing fees for a second time by filing an independent action for fraud, discrimination and unfair business practices against the HOA, the Bank of America and the Board of Director of the HOA. Neither the Bank of America nor the Board of Directors have been parties to any actions in the Florida State Court and genuine facts such as physical injuries caused by the exposure of the mold and specific to the mortgage and assignment by the Bank of America. Similar facts have been part of a National cause of action. Facts such as the title transfer, the lack of service of the Bank foreclosure on Eric Ferrier Attorney, the breach of the condominium riders that raise the case to a count of fraud and physical injuries and resulting loss of income are genuine to the case and have not been introduced in the Florida State court. Discovery is served on the HOA and servicer of the loan Bank of America. Eric Ferrier attempts to introduce genuine facts to this case in the form of Motion to have facts deem admitted. A whistleblowing claim is also filed against the Bank of America to the SEC, reporting that the security back end mortgage lacked proper disclosure.

The case is been dismissed by the US District of Southern Florida for lack of jurisdiction. On Appeal the ruling is affirmed, the Federal Circuit has no

jurisdiction on this case which was filed as an independent action.

Eric Ferrier has simply been foreclosed of the legal system and been deprived of his property without proper recourse under the laws as underlined in the National Settlement Agreement. Eric Ferrier is unable to raise any federal questions including a count of fraud upon the court. Similar questions that have been subject to a national settlement agreement (Appendix 21 to 86). The sole response to date made to Eric Ferrier rights and inquiries made under the National Settlement agreement is summarized by the letter from the Bank of America attorney attached as Appendix 91.

Eric Ferrier is flagged in the Broward Florida State court as a vexatious litigant by the means of a deposition made by a City of Fort Lauderdale Attorney, Alain E. Boileau, deposition taken while the case was heard in the Southern District of Florida. Eric Ferrier is unable to allege any federal claims or any damages related to injuries which time-lines coincides with the toxin exposure.

SUMMARY OF THE ARGUMENT

The Case presents questions whether Eric Ferrier demonstrates that equitable reasons exist for maintaining an independent action to raise federal questions such as fraud and discrimination in housing and that Defendants' actions may rise to the level of "fraud on the court" in obtaining a foreclosure judgment and

that he should be granted at least a leave of amend his complaint because the District of Southern Florida has jurisdiction to hear a cause of action for Fraud and Fraud upon the court, Discrimination and unfair business practice against the parties which includes the Bank of America NA and Boards of the HOA at the time who were not part of the Florida State case.

1. Bank of America Transfer to Bank of New York and the Florida State Foreclosure case legal scheme

The transfer is self-assignment made by the Bank of America. Country wide was no longer in business at the time. The assignment is untimely. The Bank of America NA remained the services of the loan. Facts that have been part of a National settlement agreement remained the same and should been deem admitted. The National Settlement agreement does not provide for a clause that independent action may not been heard or filed.

2. Direct Appeal of the independent action

Eric Ferrier on direct appeal argued that the arguments presented by the Attorney Defendants do not echo the case properly and that the case may rise to a level of fraud upon the Court. Eric Ferrier argues that he is not able to present or introduce any supporting facts or to make any Federal allegations which should give a US District Court Jurisdiction. The judicial scheme is attached as Appendix 1 to 20, 87, 93 to 100

is inconsistent and conflict with prior precedent such as the National Settlement agreement or the further argument. The second filing was simply pertinent to the rules requiring an independent action so to yield jurisdiction.

ARGUMENT

A. Immunity does not defeat the Court's jurisdiction

The appearance in the State Court of the Fort Lauderdale's City Attorney Alain Boileau while the case was heard in a US District Court should NOT be an argument that sovereign immunity defeats the Court's jurisdiction to hear an independent action for fraud on the court.

United States v. Timmons, 672 F.2d 1373 (11th Cir. 1982), was overruled by the Supreme Court's subsequent holding in *United States v. Beggerly, 524 U.S. 38, 42 (1998)*. Likewise the Eleventh Circuit held that the district court lacked jurisdiction over the defendant's counterclaims because. . . ."for the Supreme Court to overrule a case, its decision must have conflicted with this court's prior precedent." *United States v. Vega-Castillo, 540 F.3d 1235, 1237 (11th Cir. 2008)*. That is, the two cases must pit "holding against holding." In *Beggerly*, the Supreme Court held that an independent action for relief from judgment, brought in the same court as the original judgment, does not require an independent basis for jurisdiction.

The original lawsuit was likewise brought in the United States District Court for the Southern District of Florida, and the Court had jurisdiction to consider it. There are two jurisdictional bases for the suit. The suit satisfied the elements of an "independent action" as the term is used in Federal Rule of Civil Procedure 60(b) but also mainly under 1946 amendment which revised the Rule to read substantially as it reads:

> "(b) Mistakes; Inadvertence; Excusable Neglect; Newly Discovered Evidence; Fraud, Etc. On motion and upon such terms as are just, the court may relieve a party or a party's legal representative from a final judgment, order, or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b); (3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party; (4) the judgment is void; (5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application; or (6) any other reason justifying relief from the operation of the judgment.

Fraud whether extrinsic as per (3), could include destroying evidence or misleading an ignorant person, such as a prose litigant, about the right to sue or counter sue. Extrinsic fraud is to be distinguished from

"intrinsic fraud," which is the fraud that was the subject of the original dual foreclosure lawsuits. This case is clearly an independent case alleging both intrinsic and extrinsic fraud count.

This rule does not limit the power of a court to entertain an independent action to relieve a party from a judgment, order, or proceeding, or to grant relief to a defendant not actually personally notified as provided in *Title 28, U.S.C., § 1655*. The Bank of America has never served Eric Ferrier's Attorney according to the rules and *§ 1655*. The independent action has been filed timely under Home Ownership and Equity Protection Act (HOEPA) and the Truth in Lending Act (TILA). The South Florida US District Court should be permitted to entertain an independent action.

B. An Independent Action that may rise to a level of Fraud on the Court

The Supreme Court, in *Conley v. Gibson, 355 U.S. 41 (1957),* stated that the interplay between Rule 8 (pleading) and Rule 12(b)(6) is as follows: "The accepted rule is that a complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief." *355 U.S. at 45-46*. An Appellant prose complaint is to be reviewed in less strict standards than a complaint drafted by a lawyer.

Eric Ferrier asserts on appeal that he is proceeding under *Rule 60(d)(3)*, which reserves a court's power

to "set aside a judgment for fraud on the court." *Fed. R. Civ. P. 60(d)(3)*. Attacking a judgment requires a new cause of action, such as an "independent action" under *Rule 60(d)(1)*. This case is an independent cause of action and should suffice to justify Eric Ferrier second filing to be solely pertinent to the rules.

In fact, courts read the terms of Rule 60(d)'s savings clause in conjunction to other clauses. Rule 60 "does not limit the power of a court to entertain an independent action . . . to set aside a judgment for fraud upon the court." *Booker v. Dugger, 825 F.2d 281, 283 (11th Cir. 1987)*; *Rozier v. Ford Motor Co., 573 F.2d 1332, 1338 (5th Cir. 1978)*; *Day v. Benton, 346 F. App'x 476, 478 (11th Cir. 2009) (unpublished)*. The district court may also entertain an independent action to 'set aside a judgment for fraud on the court. . . .'". Because Plaintiff seeks to maintain an new "action to relieve a party from a judgment, order, or proceeding . . . for fraud on the court," he must establish the elements necessary to maintain an "independent action." *Fed. R. Civ. P. 60(d)*.

As adopted by the Eleventh Circuit, the elements of a Rule 60(d) independent action are as follows: (1) a judgment which ought not, in equity and good conscience, to be enforced; (2) a good defense to the alleged cause of action on which the judgment is founded; (3) fraud, accident, or mistake which prevented the defendant in the judgment from obtaining the benefit of his defense; (4) the absence of fault or negligence on the part of defendant; and (5) the absence of any adequate remedy at law. *Bankers Mortg. Co. v. United*

States, 423 F.2d 73, 79 (5th Cir. 1970); Day v. Benton, 346 F App'x at 478.

Eric Ferrier is foreclosed of the legal system and is unable to plead these essential elements so to maintain an independent action; he should be at least the opportunity to allege that Defendants' actions rise to the level of "fraud on the court" and if required to amend his complaint accordingly.

As argued above, the 11th District ruling conflicts with adopted standards to review and dismiss a complaint. Those standards underlines that a court must construe the complaint in the light most favorable to the plaintiff, accept all factual allegations as true, and determine whether the complaint contains "enough facts to state a claim to relief that is plausible on its face." *Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 570, 127 S.Ct. 1955 (2007)."*

A judge may not grant a Rule 12(b)(6) motion to dismiss a case based on a disbelief of a complaint's factual allegations." *Columbia Natural Res., Inc. v. Tatum, 58 F.3d 1101, 1109 (6th Cir.1995).* Especially when very similar factual allegations have been subject of a National class action against Bank lenders.

C. Foreclosing the Plaintiff of the legal system is too severe of a sanction:

A litigant cannot be "completely foreclosed from any access to the court." *Procup v. Strickland, 792 F.2d at 1074*; pre-filing screening restrictions on litigious

plaintiffs have been upheld. *Copeland v. Green, 949 F.2d 390 (11th Cir.1991)*; *Cofield v. Alabama Public Serv. Comm., 936 F.2d 512, 517-18 (11th Cir.1991).* A case is frivolous only if "it lacks an arguable basis either in law or in fact."

Courts cannot construct blanket orders that completely close the courthouse doors to those who are extremely litigious. *Procup v. Strickland, 792 F.2d 1069, 1074 (11th Cir.1986)*; holding that a requirement that an abusive filer must use an attorney in all future cases was excessive because it effectively "foreclosed . . . any access to the court."

The Appellant contends that the district court's restrictions are so burdensome that they operate to deny him meaningful access to the federal courts and that to avoid an overly rigid application of the res judicata doctrine granting the Florida State Court to rules on Parties and questions that are of Federal Jurisdictions, and that the Court should carefully consider the facts at issue. *Brown. v. Felsen, supra, 442 U.S. at 132, 99 S.Ct. at 2209-10.*

In *Cordoba v. Dillard's, Inc., 419 F.3d 1169, 1178-79 (11th Cir. 2005)*, the 11th Circuit discussed its confusing precedent on the issue of whether §1927 sanctions required a threshold finding of actual, subjective bad faith. On this un-clarified point, the court held: "Our cases are perhaps somewhat unclear on this point: either they require subjective bad faith, which may be objectively inferred from reckless conduct, or

they merely require reckless conduct, which is considered 'tantamount to bad faith.

There are clearly facts that are genuine to this court such as new party the Bank of America, bonded by the condominium rider to pay association dues in case of a default of an owner and further facts that have been already admitted and part of a NATIONAL SETTLEMENT agreement to which Eric Ferrier has been excluded; and finally to say the least physical injuries as the results of the exposure to toxic mold that Eric Ferrier is attempting to introduce in the Southern District.

D. Eric Ferrier is a ProSe litigant and the complaint should be reviewed in less stringent standards

As argued above, the Supreme Court, In *Conley v. Gibson, 355 U.S. 41 (1957)*, stated the interplay between Rule 8 (pleading) and Rule 12(b)(6) as follows: "The accepted rule is that a complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief." 355 U.S. at 45-46. In *Bell Atlantic Corporation v. Twombly, 55 U.S. 544 (2007)*, the Court noted questions rose regarding the "no set of facts" test and clarified that "once a claim has been stated adequately, it may be supported by showing any set of facts consistent with the allegations in the complaint." It continued: "Conley, then, described the breadth of opportunity to

prove what an adequate complaint claims, not the minimum standard of adequate pleading to govern a complaint's survival."

The Supreme Court has explained that a complaint need only "give the defendant fair notice of what the plaintiff's claim is and the grounds upon which it rests." *Swierkiewicz v. Sorema N.A., 534 U.S. 506, 512 (2002)*; *Atchison, Topeka & Santa Fe Ry. v. Buell, 480 U.S. 557, 568 n.15 (1987)* (under Federal Rule 8, claimant has "no duty to set out all of the relevant facts in his complaint"). "Specific facts are not necessary in a Complaint; instead, the statement need only 'give the defendant fair notice of what the . . . claim is and the grounds upon which it rests.'" *Epos Tech., 636 F. Supp.2d 57, 63 (D.D.C. 2009)*; *Bell Atlantic v. Twombly, 550 U.S. 544, 555 (2007)*. Thus, the Federal Rules embody "notice pleading" and require only a concise statement of the claim, rather than evidentiary facts.

Courts have imposed a standard of strict liability under the TILA/HOEPA where a lender has violated any of its provisions. *Griggs v. Provident Consumer Discount Co., 680 F.2d 927, 930 (3d Cir.1982)* "The TILA mandates the disclosure of certain information in financing agreements and enforces that mandate by a system of strict liability in favor of consumers who have secured financing when the standards are not met.'" *Thomka v. A.Z. Chevrolet, 619 F.2d 246, 248 (3d Cir.1980)*; Courts impose such strict liability even where such violations are "merely technical" or "minor." *Mars v. Spartanburg Chrysler Plymouth, Inc., 713*

F.2d 65, 67 (4th Cir.1983); Jenkins v. Landmark Mortgage Corp., 696 F.Supp. 1089, 1095 (W.D.Va.1988); Solis v. Fidelity Consumer Discount Co., 58 B.R. 983, 986 (E.D.Pa.1986).

Eric Ferrier is clearly reviewed in different standards than the one used to settle and reach a National Settlement agreement. Eric Ferrier is unable to make any claims or raise any federal questions against the Bank Lender which includes the breach of the paragraph F of condominium rider but also violations to lending acts that have been part of a National Settlement agreement and are herein attached as appendix 84. The Bank of America has never appeared in the State Court. The Home Owner association should have served their initial foreclosure action if any on both Bank lenders and owner, Eric Ferrier. This is the second deficiency in serving that makes it impossible for Eric Ferrier from obtaining the benefit of a defense. The Bank of New York is not the servicer of the loan, never received any money from Eric Ferrier, is not bonded by any agreements. The Bank of America simply transferred the title to make it even more difficult from obtaining any benefits of a defense to their foreclosure actions.

CONCLUSION

Eric Ferrier is simply foreclosed of the legal system. The ruling conflicts with court's precedent's including a National Settlement agreement and mainly for the following reasons:

A-TO AVOID ERRONEOUS DEPRIVATIONS OF THE RIGHT TO DUE PROCESS

B-TO GRANT AT LEAST A LEAVE TO AMEND HIS COMPLAINT TO REPAIR A CAUSE OF ACTION FOR FRAUD AND INTRODUCE UNDISPUTED FACTS INCLUDING PHYSICAL INJURIES AND OF A NATIONAL SETTLEMENT TO WHICH HE HAS BEEN EXCLUDED

For the foregoing reasons, Eric Ferrier respectfully requests that this Court issue a writ of certiorari to review the judgment of the 11th District Court of Appeals.

DATED this 27th day of November, 2020.

ERIC FERRIER, ProSe