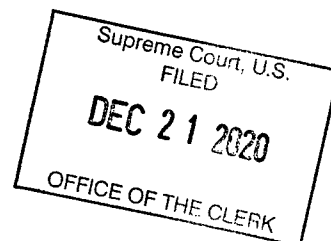


No. 20-8117

ORIGINAL

IN THE  
SUPREME COURT OF THE UNITED STATES



RUSSELL ARRINGTON — PETITIONER  
(Your Name)

vs.

WELLS FARGO BANK, N.A. — RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

THIRD CIRCUIT COURT OF APPEALS OF PENNSYLVANIA  
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

RUSSELL ARRINGTON

(Your Name)

428 CHURCH LANE

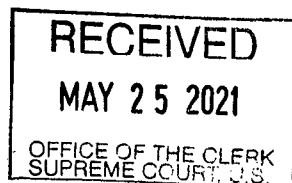
(Address)

YEADON, PENNSYLVANIA 19050

(City, State, Zip Code)

(267)438-3388

(Phone Number)



### **QUESTION(S) PRESENTED**

- 1. Is WELLS FARGO BANK, N.A. exempt from the Uniform Commercial Code?**
- 2. If the Promissory Note clearly stipulates "U.S. Dollars" as the means of satisfying the financial obligation, why is there an issue with certified funds from the U.S. Treasury deemed unacceptable?**
- 3. How can a Sheriff Deed lawfully be filed based off a non-existent debt?**
- 4. How does a Sheriff Deed based off a non-existent debt filed at a county level circumvent an Accepted and Authenticated Warranty Deed filed at the State level?**
- 5. Being as though Petitioner is the Grantor or Settlor of the Trust and as such removed WELLS FARGO BANK, N.A. as Power of Attorney and Trustee, how does WELLS FARGO BANK, N.A. have authority to bring any claim against Petitioner?**
- 6. Is WELLS FARGO BANK, N.A., as a "Servicer" of the Trust, exempt from the Fair Debt Collection Practices Act?**
- 7. Is WELLS FARGO BANK, N.A., as a "Servicer" of the Trust, exempt from the Fair Credit Reporting Act?**
- 8. Is WELLS FARGO BANK, N.A. exempt from Copyright Infringement?**
- 9. How does ANYTHING Statutory apply to Petitioner when Petitioner is declared annexed to state of Pennsylvania via Department of State evidenced by Authenticated Birth Certificate?**
- 10. How does ANYTHING Statutory apply to Petitioner when Petitioner has declared Constitutional rights in accordance with 1874 Pennsylvania Constitution?**
- 11. Does Title 21 P.S. § 625 Deeds and Mortgages and Title 21 P.S. § 351-Failure to Record Conveyance not apply to Petitioner?**

## LIST OF PARTIES

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

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

## RELATED CASES

1. Cooper v. Aaron, 358 U.S. 1, 78 S.Ct. 1401 (1958)
2. Edgar v. MITE Corp., 457 U.S. 624(1982)
3. Fenn v Holme, 21 Howard 481 (1858)
4. Marbury v. Madison: 5 US 137
5. Hoke v. Henderson, 15, N.C.15,25 AM Dec 677
6. Miranda v. Arizona, 384 U.S. 436, 491
7. Self v. Rhay, 61 Wn (2d) 261
8. Hurtado v. People of the State of California, 110 U.S. 516
9. Davis v. Wechsler, 263 US 22, 24
10. Cheney v. United States Dist. Court, 542 U.S. 367, 380 (2004)
11. In Re Foreclosure Actions, 2007 WL 4034554 at \*1 (N.D. Ohio 2007)
12. The Bank of New York Mellon v. Brooks, R 2017 PA Super 2880
13. May v. PHH Mortg. Corp., 150 So. 3d 247, 249 (Fla. 2d DCA 2014)

## JURISDICTION

☒ For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was OCTOBER 5th, 2020.

☒ No petition for rehearing was timely filed in my case.

☐ A timely petition for rehearing was denied by the United States Court of Appeals on the following date: \_\_\_\_\_, and a copy of the order denying rehearing appears at Appendix \_\_\_\_\_.

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

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

☐ For cases from **state courts**:

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

☐ A timely petition for rehearing was thereafter denied on the following date: \_\_\_\_\_, and a copy of the order denying rehearing appears at Appendix \_\_\_\_\_.

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

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

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.

**OPINIONS BELOW**

☐ 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 \_\_\_\_\_; or,  
☐ has been designated for publication but is not yet reported; or,  
☒ is unpublished.

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

☐ reported at \_\_\_\_\_; or,  
☐ has been designated for publication but is not yet reported; or,  
☒ is unpublished.

☐ For cases from **state courts**:

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

☐ reported at \_\_\_\_\_; or,  
☐ has been designated for publication but is not yet reported; or,  
☐ is unpublished.

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

☐ reported at \_\_\_\_\_; or,  
☐ has been designated for publication but is not yet reported; or,  
☐ is unpublished.

## STATEMENT OF THE CASE

The issue being brought to the SUPREME COURT OF THE UNITED STATES is possessory claim on the property owned and domiciled by Petitioner in which the Petitioner is the Grantor and Acceptor of the Warranty Deed; and naturally, in possession of the said property in this instant matter. The Respondent/Plaintiff has brought an Ejectment action to the State Court and the Petitioner moved the action to the District Court. The District Court has ruled no jurisdiction and Petitioner appealed to the Federal Appellate Court. Rather than dismiss the case, which is what the Petitioner was asking of the District Court, the Court took jurisdiction to remand the case back to the State. The Courts are focused on codes, rules and procedures rather than Law and the Constitution. The Petitioner then appealed the District ruling to THIRD CIRCUIT COURT OF APPEALS OF PENNSYLVANIA regarding Petition of Writ of Mandamus and later submitted a Motion to Reopen Appeal. Petitioner was under the impression that in forma pauperis status would automatically accompany the Petitioner to the Appellate Courts and inadvertently failed to provide the necessary in forma pauperis documentation in a timely manner. While ignorance of the law is no excuse, this blind oversight does not dismiss the factual evidence presented in this case. Petitioner appealed the UNITED STATES DISTRICT COURT EASTERN DISTRICT OF PENNSYLVANIA ruling on Plaintiff's Motion to Remand, and ultimately, petitioned for a dismissal of Respondent's claim for Ejectment.

## REASONS FOR GRANTING THE PETITION

1. The Petitioner's Unalienable Rights, protected by the 1874 Pennsylvania Constitution (as ratified without subsequent by amendments) Article 1 DECLARATION OF RIGHTS, Section 8-WE DECLARE THAT: Security from searches and seizures. 'The people shall be secure in their persons, houses, papers and possessions from unreasonable searches and seizures, and no warrant to search any place or to seize any person or things shall issue without describing them as nearly as may be, nor without probable cause, supported by oath or affirmation subscribed to by the affiant' (See, Exhibit "A"). This is consistent with the 4th Amendment of the U.S. Constitution- The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.
2. Respondent is in violation of UCC §3-603(b)Tender of Payment-If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates. With, of course, the Uniform Commercial Code being the laws which govern commercial transactions that take place in the marketplace involving goods and services, covers sales, guarantees, warranties, negotiable instruments, and other commercial issues. It is adopted in form in every state. If WELLS FARGO BANK, N.A. is conducting commerce in Pennsylvania, they abide by the Uniform Commercial Code.
3. The Warranty Deed conveys full ownership of land, and is the gold standard, the most highly desired form of deed, because it contains the promise of clear title, meaning the property is free of encumbrances. The aspect of declaring the property to be owned free and clear also suffices to establish it as being in allodial title. Recording of such declaration, for the purposes of informing any interested parties of ownership, must be regarded as "declaration of" allodial title. According to The FindLaw Legal Dictionary, a Sheriff's Deed is defined as a deed that gives ownership rights in property bought at a Sheriff's sale. A Sheriff's sale is a sale conducted by a sheriff upon order of a court after a failure to pay a judgement. The financial obligation has been satisfied and this Sheriff's Deed filed is predicated off of a non-existent debt.
4. Respondent is not the "Real Party in Interest" and has been notified (See, Exhibit "B") of their removal as Trustee and Power-of-Attorney of the Trust. All substantiating documents (1. Acceptance of Authenticated Grantor/Warranty Deed, 2. Revocation of Power-of-Attorney, 3. Durable Power-of-Attorney, and 4. Substitution of Trustee) are lawfully recorded at Delaware County Recorder of Deeds in accordance with Title 21 P.S. § 625 Deeds and Mortgages and § 351-Failure to Record Conveyance. This highlights the Respondent's "lack of standing" in this action. Standing requires that the party prosecuting the action have a sufficient stake in the outcome and that the party bringing the claim be recognized in the law as being a Real Party in Interest entitled to bring the claim.

## **CONCLUSION**

In consideration of your superior knowledge of the law, and your witnessing a constitutional wrong through this fraudulent claim purported by the Respondent; exacerbated by a blatant violation of Petitioner's Unalienable Rights, privileges and immunities, equating to a felony perjury of oath, your injury to the Unalienable Rights of Petitioner constitutes an actionable offense with no immunity, by failure to act upon a ministerial duty.

The petition for a writ of certiorari should be granted.

Respectfully submitted,

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Date: 

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# **IN THE SUREME COURT OF THE UNITED STATES**

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**APPENDEX B.....** Decision of the United States Court of Appeals

**APPENDEX C.....**U.S. Court of Appeals Denial Petition for Reopen of Appeal

# IN THE SUPREME COURT OF THE UNITED STATES

**WELLS FARGO BANK, N.A.,**

*Plaintiff-Respondent*

vs.

**RUSSELL ARRINGTON,**

*Defendant-Petitioner*

Case No: \_\_\_\_\_

(U.S. Appellate Case No: 20-2662)

(U.S. District court No: 20-CV-01342)

## WRIT OF CERTIORARE

### PETITION FOR ISSUANCE OF WRIT OF CERTIORARE

AND NOW comes **RUSSELL ARRINGTON™©**, Defendant and Petitioner to petition this Honorable Article III Court, pursuant to **28 USC §1651(a)**- "*The Supreme Court has the power to "issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of law."*, for issuance for Writ of Certiorare, to review the THIRD CIRCUIT COURT OF APPEALS OF PENNSYLVANIA judgement regarding Petition of Writ of Mandamus and Motion to Reopen Appeal. Petitioner was under the impression that in forma pauperis status would automatically accompany the Petitioner to the Appellate Courts and inadvertently failed to provide the necessary in forma pauperis documentation in a timely manner. While ignorance of the law is no excuse, this blind oversight does not dismiss the

factual evidence presented in this case. Petitioner appealed the UNITED STATES DISTRICT COURT EASTERN DISTRICT OF PENNSYLVANIA ruling on Plaintiff's Motion to Remand, and ultimately, petitioned for a dismissal of Respondent's claim for Ejectment in respect to *UCC 3 §603(b)-Tender of Payment*, Defendant's Unalienable Rights-Article 1, Section 8 of the *1874 Pennsylvania Constitution* and *4<sup>th</sup> Amendment* of the *U.S. Constitution*, and Respondent's unlawful claim of being "Real Party of Interest" pursuant to *Title 21 P.S. Deeds and Mortgages § 351-Failure to Record Conveyance* as further described herein.

The issue being brought to the SUPREME COURT OF THE UNITED STATES is possessory claim on the property owned and domiciled by Petitioner in which the Petitioner is the Grantor and Acceptor of the Warranty Deed; and naturally, in possession of the said property in this instant matter. The Respondent/Plaintiff has brought an Ejectment action to the State Court and the Petitioner moved the action to the District Court. The District Court has ruled no jurisdiction and Petitioner appealed to the Federal Appellate Court. Rather than dismiss the case, which is what the Petitioner was asking of the District Court, the Court took jurisdiction to remand the case back to the State. The Courts are focused on codes, rules and procedures rather than Law and the Constitution.

## INTRODUCTION

1. The principal purpose of this petition is for issuance for Writ of Certiorare, appealing both District Court order in Respondent's Motion to Remand and Appellate Courts denial of Petitioner's Motion to Reopen Appeal, and ultimately, a dismissal of Respondent's claim for Ejection. Respondent is in violation of *UCC §3-603(b)Tender of Payment-If tender of payment of an obligation to pay an instrument is made to a person entitled to*

*enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates. With, of course, the **Uniform Commercial Code** being the laws which govern commercial transactions that take place in the marketplace involving goods and services, covers sales, guarantees, warranties, negotiable instruments, and other commercial issues. It is adopted in form in every state. If WELLS FARGO BANK, N.A. is conducting commerce in Pennsylvania, they abide by the **Uniform Commercial Code**.*

2. The Petitioner's Unalienable Rights, protected by the **1874 Pennsylvania Constitution** (as ratified without subsequent by amendments) **Article 1 DECLARATION OF RIGHTS, Section 8-WE DECLARE THAT: Security from searches and seizures.** *'The people shall be secure in their persons, houses, papers and possessions from unreasonable searches and seizures, and no warrant to search any place or to seize any person or things shall issue without describing them as nearly as may be, nor without probable cause, supported by oath or affirmation subscribed to by the affiant.'* (See, Exhibit "A")
3. This is consistent with the **4<sup>th</sup> Amendment of the U.S. Constitution-** *The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.*

***Cooper v. Aaron, 358 U.S. 1, 78 S.Ct. 1401 (1958). "No state legislator or executive or judicial officer can war against the Constitution without violating his solemn oath to support it."***

***Edgar v. MITE Corp., 457 U.S. 624(1982)***, the Supreme Court ruled: "*A state statute is void to the extent that it actually conflicts with a valid Federal statute*".

In effect, this means that a State law will be found to violate the Supremacy Clause when either of the following two conditions (or both) exists: Compliance with both the Federal and State laws is impossible State law stands as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress.

4. **BLACK'S LAW DICTIONARY 874 (abr. 6th ed.1991)** defines the "Real Party in Interest" to be the "[p]erson who will be entitled to benefits of action if successful . [A] party is a real party in interest if it has the legal right under the applicable substantive law to enforce the claim in question". This highlights the Respondent's "lack of standing" in this action. Standing requires that the party prosecuting the action have a sufficient stake in the outcome and that the party bringing the claim be recognized in the law as being a Real Party in Interest entitled to bring the claim.
5. Respondent has never been the "Real Party in Interest" and has been notified (*See*, Exhibit "B") of their removal as Trustee and Power-of-Attorney of the Trust. All substantiating documents (1. Acceptance of Authenticated Grantor/Warranty Deed, 2. Revocation of Power-of-Attorney, 3. Durable Power-of-Attorney, and 4. Substitution of Trustee) are lawfully recorded at Delaware County Recorder of Deeds in accordance with ***Title 21 P.S. § 625 Deeds and Mortgages and § 351-Failure to Record Conveyance***.
6. The *Warranty Deed* conveys full ownership of land, and is the gold standard, the most highly desired form of deed, because it contains the promise of clear title, meaning the property is free of encumbrances. *Warranty Deeds* include the seller's promise that he owns the property free and clear, and the land isn't tied up in anything that might interfere

with ownership rights. On December 19<sup>th</sup>, 2018 Petitioner *Authenticated* the *Warranty Deed* at Pennsylvania Department of State Bureau of Commissions, Elections and Legislation in Harrisburg, PA., **Filing No: 201839676**.

7. The aspect of declaring the property to be owned free and clear also suffices to establish it as being in allodial title. Recording of such declaration, for the purposes of informing any interested parties of ownership, must be regarded as "declaration of" allodial title. According to The FindLaw Legal Dictionary, a Sheriff's Deed is defined as a deed that gives ownership rights in property bought at a Sheriff's sale. A Sheriff's sale is a sale conducted by a sheriff upon order of a court after a failure to pay a judgement. The Delaware County Sheriff has been notified of the removal of WELLS FARGO BANK, N.A. Trustee and Power-of-Authority of the Trust (See, Exhibit "C"). If WELLS FARGO BANK, N.A. is conducting commerce in Pennsylvania, they abide by the *Uniform Commercial Code*, and consequently, the certified funds tendered has fully satisfied the financial obligation for this mortgage (*UCC 3 § 603b*). The Warranty deed provides the Grantee, *arrington, russell*, with the upmost protection. Any assertion that the sheriff's deed filed at the county level, based off the supposedly defaulted mortgage or trust deed is equivalent to or somehow supersedes the Warranty deed filed at the state level is invalid and unlawful.

*Fenn v Holme, 21 Howard 481 (1858). "The plaintiff in ejectment must in all cases prove the legal title to the premises in himself, at the time of the demise laid in the declaration, and evidence of an equitable title will not be sufficient for a recovery. The practice of allowing ejectments to be maintained in state courts upon equitable titles cannot affect the jurisdiction of the courts of the United States."*

## FACTUAL ALLEGATIONS

8. WELLS FARGO BANK, N.A., violated Pennsylvania Notary Public Laws by creating, or allowing to be created on its behalf, a fraudulent document and filing it with the Clerk of the Court in Delaware County, Pennsylvania.
9. WELLS FARGO BANK, N.A. purported to be a Trustee in this case, and does not and cannot own the mortgage, as they are acting on behalf of the Investment Trust (Ginnie Mae, the original investor). WELLS FARGO BANK, N.A. has claimed that they are the owner and the holder of the note, which is a fraudulent statement.
10. WELLS FARGO BANK, N.A. clings its complaint to a copy of a Mortgage dated July 28<sup>th</sup>, 2015, containing terms of the agreement between the parties that contracted to same, the Borrower (Petitioner), **RUSSELL ARRINGTON™©** and the Lender, RESIDENTIAL MORTGAGE SERVICES of 24 Christopher Toppi Drive, South Portland, ME 04106. (See, Exhibit “D”)
11. A fraudulent Affidavit in Support of Respondents’ Motion for Special Order of Court titled “**Verification**” was also filed. The Affidavit was signed by a purported Vice President of Loan Documentaries and as a supposed “person of personal knowledge which claims this civil action in Mortgage Foreclosure are true and correct to the best of her information and belief” *Cindy Holmes*. The Defendant alleges this document to be a fraudulent instrument of absolutely no legal validity. (See, Exhibit “E”)
12. In addition to the non-recorded fraudulent purported assignment, the Note that was filed was endorsed in blank, through a fraudulent non dated, and at clear site bogus, “**allonge**”

purporting to endorse the note to WELLS FARGO BANK, N.A. as Trustee. The bogus assignment was not recorded as required by Pennsylvania Law (*See*, Exhibit “F”).

13. These are therefore all fabricated and fraudulent documents filed with the full intent of defrauding the Petitioner to illegally foreclose on their property and defrauding the court as to illicitly obtain standing where none existed. Yet, of most importance is the fact that the above stated behavior seems to be a common ongoing scheme by WELLS FARGO BANK, N.A. across the state of Pennsylvania and across this land. This scheme is utilized to obtain the court’s jurisdiction in facilitating the grand theft of Petitioner’s homestead properties.
14. Standing requires that the party prosecuting the action have a sufficient stake in the outcome and that the party bringing the claim be recognized in the law as being a Real Party in Interest entitled to bring the claim. This entitlement to prosecute a claim in Pennsylvania courts rests exclusively in those persons granted by substantive law, the power to enforce the claim. ***Pennsylvania Rules of Civil Procedure Rule 2002*** provides that “[e]xcept as otherwise provided . all actions shall be prosecuted by and in the name of the real party in interest .” Once again, ***BLACK’S LAW DICTIONARY 874 (abr. 6th ed.1991)*** defines the Real Party in Interest to be the “[p]erson who will be entitled to benefits of action if successful . [A] party is a real party in interest if it has the legal right under the applicable substantive law to enforce the claim in question”.
15. "A Foreclosure Plaintiff, especially one who is not identified on the Note and/or Mortgage at issue, must attach to its complaint documentation demonstrating that it is the owner and holder of the Note and Mortgage upon which suit is filed." ***2007 WL 4034554 at \*1 (N.D. Ohio 2007)***.



16. Such fraudulent behavior of filing foreclosure lawsuits without proper standing to do so is an increasing nationwide problem, and numerous State, Federal District, and Bankruptcy Courts have caused actions such as the present one to be dismissed for failure to properly state a claim. (*The Bank of New York Mellon v. Brooks*, R 2017 PA Super 2880; *May v. PHH Mortg. Corp.*, 150 So. 3d 247, 249 (Fla. 2d DCA 2014).
17. Some banks resort to forgery and fraud to get the paperwork they needed. In 2012, the big banks, like WELLS FARGO BANK, N.A. (Respondent) and J.P. MORGAN CHASE & CO., paid \$26 billion in in the **National Mortgage Settlement** to settle claims of robo-signing and submitting fabricated evidence to courts. The government said the banks "*routinely signed foreclosure related documents outside the presence of a notary public and without really knowing whether the facts they contained were correct. Both of these practices violate the law.*"

## **BACKGROUND**

(See, Exhibit "G")

18. On or about July 30<sup>th</sup>, 2018 the Petitioner sent certified funds in the amount of \$140,000.00 to settle the financial obligation of and close Account Number: **052-461-7727**. It was sent certified mail #: 7017 2680 0000 0543 8382 US and confirmed delivered August 7<sup>th</sup>, 2018.
19. On or about August 23<sup>rd</sup>, a correspondence concerning the failure to process the Bill of Exchange was sent. It was sent certified mail #: 7017 2680 0000 0543 8412 US and confirmed delivered August 28<sup>th</sup>, 2018.

20. On or about September 20<sup>th</sup>, 2018, a First Notice of Nonperformance and Opportunity To Cure was mailed. This notice was sent by certified mail #: 7017-2680-0000-0543-8719 US and was confirmed delivered September 25<sup>th</sup>, 2018.
21. On or about September 29<sup>th</sup>, 2018 a Second Notice of Nonperformance and Opportunity To Cure was mailed. It was sent by certified mail #: 7017-2680-0000-0543-8474 US and confirmed delivered October 3<sup>rd</sup>, 2018.
22. On or about October 12<sup>th</sup>, 2018 a Third Notice of Nonperformance and Opportunity To Cure was sent. It was sent by certified mail #: 7017-2680-0000-0543-8627 US.
23. On or about October 26<sup>th</sup>, 2018 a Demand For Proof of Claim was sent. It was sent certified mail #: 7017-2680-0000-0543-8696 US and confirmed delivered October 31<sup>st</sup>, 2018.
24. On or about November 26<sup>th</sup>, 2018 a Notice of Default was sent certified mail #: 7017-2680-0000-0543-8924 US and confirmed delivered November 30<sup>th</sup>, 2018.
25. On or about December 5<sup>th</sup>, 2018 a Notice of Final Determination and Judgement was mailed. It was sent certified mail #: 7017-2680-0000-0543-8573 US and confirmed delivered December 11<sup>th</sup>, 2018.
26. On or about January 31<sup>st</sup>, 2019 a General Claims Recession Letter was sent certified mail #: 7017-2680-0000-0543-8665 US and confirmed delivered January 31<sup>st</sup>, 2019.
27. On or about July 11<sup>th</sup>, 2019, a correspondence concerning violations of the ***Fair Debt Collection Practices Act*** was sent. It was sent certified mail #: 7018-1130-0000-4867-7283 US and confirmed delivered July 18<sup>th</sup>, 2019.
28. On or about August 25<sup>th</sup>, 2019, a Verified Complaint For Damages claim was filed in the Court of Common Pleas of Delaware County by the RUSSELL ARRINGTON™© Estate

(CV-2019-7122). This action is an action brought by the Estate in dispute of the alleged debt against the WELLS FARGO BANK, N.A., and PHELAN, HALLINAN DIAMOND & JONES, PLLC for violation of *Fair Credit Reporting Act 15 USC §1681*, *Fair Debt Collection Practices Act 15 USC §1692*, *Pennsylvania Unfair Trade Practices and Consumer Protection Law 73 Pa. Con. Stat. §202-4(i)-(xxi)*, *Defamation of Character*, and *Copyright Infringement, 17 USC §506(a)/18 USC §2319* respectively. Also, this action is to ensure that WELLS FARGO BANK, N.A. and PHELAN, HALLINAN DIAMOND & JONES, PLLC will no longer bother, harass, or attempt to collect against Petitioner. The claim has yet to be heard.

29. On or about August 27<sup>th</sup>, 2019, an Emergency Motion to Vacate/Postpone Foreclosure Sale was filed in the Court of Common Pleas of Delaware County (CV-2018-009809) pursuant to *1874 Pennsylvania Constitution, UCC §3-603(b)*, *Pennsylvania Rules of Civil Procedure Rule 2002*, and *Federal Rules of Civil Procedure Rule 60(b)*. This Motion is based upon fraud on the Court and the Court's lack of jurisdiction to enforce this Foreclosure action. An Extension of thirty (30) days was granted by the court.
30. On or about November 6<sup>th</sup>, 2019, an Order to Cancel Foreclosure Sale was sent to Respondent. The correspondence sent noticed Respondent of their removal as Trustee and Power-of-Attorney and instructing them to vacate unlawful Foreclosure Sale. It was sent certified mail #: 9590 9402 3846 8032 1637 34 RRR and confirmed delivered via Return Receipt.
31. On or about November 6<sup>th</sup>, 2019, an Order to Cancel Foreclosure Sale was sent to Sheriff Jerry L. Sanders of Delaware county. The correspondence sent noticed Sheriff Sanders of WELLS FARGO BANK, N.A. and any of their successors' removal as Trustee and

Power-of-Attorney and instructing the Sheriff's office to vacate unlawful Foreclosure Sale. It was sent certified mail #: 9590 9402 3846 8032 1637 41 RRR and confirmed delivered via Return Receipt.

32. On or about December 17<sup>th</sup>, 2019, an Opportunity To Cure was sent once again in response to correspondence from Respondent alleging to "*only accepting Legal Tender*". It was sent certified mail #: 9590-9402-3846-8032-1637-10-RRR and confirmed delivered via Return Receipt.
33. On or about March 11<sup>th</sup>, 2020, Petitioner removed claim for Ejectment (*CV-2020-000202*) to UNITED STATES DISTRICT COURT EASTERN DISTRICT OF PENNSYLVANIA. This action is an action executed to ensure complete proper and lawful examination, and ultimately, dismissal of Respondent's fraudulent claim. The removal of Respondent's claim clearly supported by lucent and indisputable substantiation of UNITED STATES DISTRICT COURT EASTERN DISTRICT OF PENNSYLVANIA having *Original Jurisdiction* pursuant to *28 U.S.C. §§ 1332, 1441, and 1446*, respectively.

## CONCLUSION

*"If any statement, within any law, which is passed is unconstitutional, the whole law is unconstitutional."* - **Marbury v. Madison: 5 US 137**

*"that statutes which would deprive a citizen of the rights of person or property without a regular trial, according to the course and usage of common law, would not be the law of the land."* - **Hoke vs. Henderson, 15, N.C. 15, 25 AM Dec 677**

*"Where rights secured by the Constitution are involved, there can be no rule making or legislation which would abrogate them"* - **Miranda v. Arizona, 384 U.S. 436, 491**

*"The common law is the real law, the Supreme Law of the land, the code, rules, regulations, policy and statutes are not the law",* - **Self v. Rhay, 61 Wn (2d) 261**

*"The state cannot diminish rights of the people." - Hurtado v. People of the State of California, 110 U.S. 516.*

*"The assertion of federal rights [Bill of Rights], when plainly and reasonably made, is not to be defeated under the name of local practice." - Davis v. Wechsler, 263 US 22, 24.*

34. The rationale here being Courts are to interpret the Peoples vested rights in the understanding of the common law. These Unalienable Rights protected under the *U.S. Constitution* and *1874 Pennsylvania Constitution* are the ruler that limits all statutes and all court decisions, which makes it irrefutable. If they do not measure up, they are null and void.
35. With this comprehensive and fundamental law effectively established, this Court has jurisdiction to grant a Writ of Certiorare. *Title 28 USC § 1651(a)Writs* stipulates that the Supreme Court has the power to “*issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of law*”. To obtain a Writ of Certiorare, the applicant must demonstrate that he has “*no other adequate means to attain the relief he desires.*” *Cheney v. United States Dist. Court, 542 U.S. 367, 380 (2004)*. The applicant must then demonstrate that the applicant’s right to the writ is “*clear and indisputable.*” *Id. at 381*. Finally, the applicant must demonstrate that the writ is otherwise appropriate under the circumstances. *See Id.* A writ is appropriate in matters where the applicant can demonstrate a “*judicial usurpation of power*” or a clear abuse of discretion as well.
36. In consideration of your superior knowledge of the law, and your witnessing a constitutional wrong through this fraudulent claim purported by the Respondent; exacerbated by a blatant violation of Petitioner’s Unalienable Rights, privileges and immunities, equating to a felony perjury of oath, your injury to the Unalienable Rights of

Petitioner constitutes an actionable offense with no immunity, by failure to act upon a ministerial duty.

37. The Petition for a Writ of Certiorare should be granted and this case dismissed.

## VERIFICATION

IN WITNESS, WHEREOF, knowing the law of bearing false witness before Allah and men I solemnly affirm, that, I have read the foregoing, and know the contents thereof to be true to the best of my knowledge, except as to the matters which are therein stated on my information or belief, and as to those matters, I believe them to be true. These instruments are submitted upon good faith belief that they are grounded in fact, warranted by existing law or a good faith argument for the modification or reversal of existing law and are submitted for proper purposes, and not to cause harassment and unnecessary delay or costs.

Submitted this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

*Autograph:* \_\_\_\_\_  
*Authorized Representative*