

ORIGINAL

20-8214

Supreme Court, U.S.  
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USCA4 No. 19-2150

IN THE SUPREME COURT OF THE UNITED STATES

WARREN D. TISDALE

Petitioner

v.

CASA PARTNERS V.L.P. THE PARK AT WINTERSET; PINNACLE PROPERTY  
MANAGEMENT SERVICES L.L.C.; FAIR COLLECTIONS AND OUTSOURCING, INC.

Respondents

PETITION FOR WRIT OF CERTIORARI TO THE U.S. DISTRICT COURT OF MARYLAND  
(BALTIMORE DIVISION)

*Warren Tisdale*

Warren D. Tisdale  
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Apt. 404  
Owings Mills, Maryland 21117

Petitioner - Pro Se

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## **QUESTIONS PRESENTED**

I. Whether Petitioner's Sixth Amendment right to a jury trial was violated when the U.S. District Court Judge referred the case to a Magistrate for settlement instead of proceeding with Petitioner's requested jury trial.

II. Whether Petitioner's Right to Discovery was violated when Respondent(s) refused to answer Petitioner's Interrogatories including question(s) pertaining to a crucial witness who can corroborate the fact that Petitioner owed no money to Respondent 1.

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United States Court of Appeals at Appendix C (Unpublished)

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## **JURISDICTION**

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

## TABLE OF AUTHORITIES CITED

CASES	PAGE NUMBER
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## **II. STATEMENT OF THE CASE**

Mr. Tisdale, hereinafter Petitioner, a licensed General Contractor for Home Improvement, is accused of owing C.A.S.A. aka Winterset Park Complex, hereinafter Respondent 1, a security deposit, hereinafter debt, on an apartment which Petitioner denies owing. Respondent 1 hired Fair Credit Outsourcing (FCO), hereinafter Respondent 2, to collect the debt. Respondent 2's collection efforts led to Petitioner's otherwise excellent credit rating (785 credit score) being ruined with the credit bureaus.

This matter began on May 13, 2015, when Petitioner informed Ms. Dawn Ward, the office manager at the time, that he was not renewing his lease which ended May 12, 2016. Ms. Ward told Petitioner that he would get a renewal lease addendum which he received on May 16, 2015, and returned on May 26, 2015. Ms. Ward was aware when Petitioner's lease ended because she signed it. (see Exh. B-(1) and B-(2)). Prior to filing suit, Petitioner checked with the then current office manager, a Mr. Mac, and discovered Ms. Ward no longer worked for Respondent 1. By the way, the apartment into which Petitioner moved was owned by the same company that owned the apartment from which Petitioner had moved out of. Therefore the deposit was simply transferred from one apartment to the other apartment thereby cancelling the debt which gave rise to Petitioner's cause of action. Ms. Ward's testimony is crucial to Petitioner's case but her testimony appears to have been overlooked.

On June 27, 2016, someone pretending to be Miss Ward sent Petitioner a letter saying he owed money. The signature did not match with previous correspondence Petitioner had received from Ms. Ward. When Petitioner inquired about the letter, a copy could not be found in the files and nothing in the computer indicated Petitioner owed Respondent 1 any money. The office file on

Petitioner contained all good comments.

A closer inspection of Petitioner's file showed letters with FCO's (Respondent 2) stamp at the bottom of all correspondence pertaining to Petitioner (see Exh. H(11) and H(12)). Petitioner, who was receiving harassing phone calls from Respondent 2 early in the morning and late at night, expected a "scam". Petitioner researched FCO on the internet and discovered it was a company using sharp business practices.

On October 26, 2017, Petitioner filed a civil lawsuit against Respondent 2 and afterward a Motion with the federal district court judge, the Honorable George Levi Russell III under federal Rule of Civil Procedure 12(a)(1). Next he filed a default judgement against all defendant's for not responding to the complaint. It took Respondent 2 until March 16, 2018, to locate Petitioner's complaint (see document 11 file date 3/26/2018 and Tisdale Exh (1)). All the while Petitioner waits and watches as his credit is being destroyed.

Petitioner received a letter dated June 4, 2018, instructing him that Judge Russell had previously scheduled a telephonic hearing. The telephonic hearing was actually held on June 3, 2018. Judge Russell transferred the case to a Magistrate, over objection by Respondent's counsel, to speed up a hearing on Petitioner's case. The Magistrate set up a settlement conference which never occurred because Respondent 2 objected.

Petitioner filed a Motion to Compel Answers to his Interrogatories (see Exh. 2). Respondent 2 refused to give Petitioner important information which would better enable him to prepare for trial. Petitioner sent a set of Interrogatories to Respondent 2 dated July 20, 2018, who finally responded with Answers on 2 CDs.

Petitioner continued with his case and explained he had proof of no money owed and how important his credit is to him because he is a Contractor with a small company. A representative of



FCO asked Petitioner to send him a copy of the proof and Petitioner complied. During this “back and forth”, Respondent 2 continued to refuse to answer Petitioner’s Interrogatories.

Next, Petitioner filed a Motion with the Hon. George L. Russell trying to alert him that Respondent 2 was in violation of Federal Rule 26(a)(b)(c) but no response. A settlement conference was scheduled for November 7, 2018, but Respondent 2’s counsel failed to attend. Petitioner dropped off his evidence, motions, answers to interrogatories and responses to CD’s, as well as answers to requests made by Magistrate Gina L. Simms prior to the scheduled settlement conference. It was Petitioner’s impression that Magistrate Simms would be handling all further proceedings and it was made clear by the Hon. George L. Russell during the telephone conference call on June 3, 2018.

That Petitioner wants the Supreme Court, while considering his Writ, to look closely at email between himself and pro bono attorney Kenneth Davies (see Exh. 4-(a) – 7). While Atty. Davies was preparing for the settlement conference, he did a Damage Award Evaluation and calculated Petitioner’s likely award could be between \$50,000.00 and \$300,000.00 (see Exh. 5-A). A Summary Judgement was granted against Petitioner because Petitioner no longer had his evidence. The evidence had been turned over to Magistrate’s clerks at federal court in Greenbelt, Maryland (see Exh. B-(6) document 32) filed 7/24/2018. Also see Exh. G-(4) Document 54 dated 1/2/2019 filed after Petitioner’s evidence came up missing. Petitioner filed multiple motions, including a Rule (11) letter, while attempting to get a hearing in front of Judge Russell but to no avail. Petitioner noticed an unsigned cover sheet was used by Judge Russell who rendered an unfavorable decision in Petitioner’s case. This struck Petitioner as being out of the ordinary because civil cover sheets require signatures. Judge Russell used an unsigned cover sheet during Petitioner’s quest to get a jury trial.

That Petitioner is respectfully requesting the U.S. Supreme Court check into irregularities such as why the U.S. District Court Judge never made any inquiries as to why the Respondents never responded to Petitioner's Complaint. Also Petitioner would like to know why Judge Russell denied his jury trial request. *Colgrove v. Battin*, 413 U.S. 149 (1973) and *Baltimore & Carolina Line, Inc. v. Redman*, 295 U.S. 654 (1935) In addition, why Judge Russell ruled against Petitioner based upon an unsigned cover sheet which was not in Petitioner's handwriting and was fraudulently placed into the record. Petitioner cites Amendment VI & VII to U.S. Constitution. Then too, why would Petitioner's default judgement be reversed when an "employee of FCO", instead of its registered agent intercepted Petitioner's Complaint. The employee is FCO's agent therefore FCO is still at fault and the default judgement should stand.

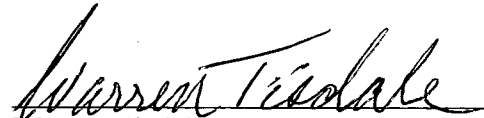
That Petitioner believed he would get a chance to hold oral argument and reveal the facts of his case and the evidence of what he went through with the U.S. District Court and the Magistrate. Petitioner is **dyslexic** but he can articulate in person. That is why he held out on giving all of his information to the Appeals Court because previous information given to the Court had come up missing. Petitioner believed he could correct the inaccuracies in his case and that it was like getting a new trial. In any event, he wants this Honorable Court to grant his Petition for Writ of Certiorari in order to correct the injustices Petitioner has incurred from the filing of his Complaint thru the U.S. District Court below. Also, Petitioner is demanding compensatory and punitive damages from Respondents 1 & 2 to make up for the contracts and customers lost while trying to restore his credit score and convince the court system that he did not owe the Respondent(s) any money.

### **III. CONCLUSION**

For the foregoing reasons, Petitioner Warren Tisdale respectfully requests that this Court grant the Petition for Writ of Certiorari to review the Judgment of the U.S. District Court of

Maryland (Baltimore District) for illegalities and irregularities. Petitioner also demands \$300,000.00 in compensatory and punitive damages.

Date: 5/28/2021

A handwritten signature in black ink that reads "Warren Tisdale". The signature is written in a cursive style with a horizontal line underneath the name.

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