

**US Supreme Court
Clerk office**

Motion to Direct the Clerk of Court to file The Petition out of time

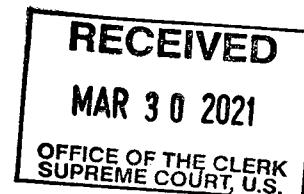
Petitioner is proceeding pro-Se; I'm a 71-year-old woman, very vulnerable to many diseases. I had followed the stay-at-home orders and recommendations given the COVID-19 pandemic. Notwithstanding that I have followed the COVID-19 orders and recommendations, I became a victim of the virus and was unable to function for some time.

Accordingly, before my sickness with COVID-19, the counselor who prepared the petition for certiorari at the cost of \$7,000 was unreliable to get the attached petition earlier. Three months later, he called me while I was in home stay quarantine for COVID-19. When I asked him why he didn't reach to give me the petition, his answer was he was very sick with COVID-19 he almost died. Thereafter, I became a victim of the virus unable to do anything. After two months of suffering with the virus, I recovered and I submitted my first petition on July 17, 2020, with an explanation of my medical situation. However, it was returned due to the time-lapse and it was devastating. However, being given a second chance makes me happy and gives me hope.

Considering the above unfortunate situation, I'm now pleading with the honorable court Clerk office to reinstate my petition.

Respectfully submitted,

Etenat Zegeye
Petitioner
1701 West Virginia Avenue NE. #5
Washington DC 20002
Email: Ezmove3@gmail.com
Telephone: 202-421-4709



March 25, 2021

Etenat Zegeye

The Honorable Supreme Court of the United States.

VS

Wells Fargo's fraud rime continues to this day
And I am the latest victim.

Wells Fargo

My name is Etenat Zegeye, I'm a 71-year-old widow and United States citizen who immigrated from Ethiopia in 1975 to escape the communist regime.

As an earnest and hardworking laborer, I worked for 45 years and built-up savings to purchase my retirement home in N.E. Washington, D.C. Today, I am in jeopardy of losing my home due to Wells Fargo long standing history of scandal and practicing fraud. In short, Wells Fargo has for several years used its BIG money and corporate political influence and power to commit loan fraud against me in its attempt to steal my home.

In 2005, I applied with Wells Fargo for a \$250,000 equity loan. I did not get the loan. Therefore, I did not receive any \$250,000 check that Wells Fargo is fraudulently claiming they paid me. In 2006 to my surprise and utter shock, I received a bill from Wells Fargo for a \$2,800 payment. Since I did not get the loan from Wells Fargo this was a major error on their part. To make matters worse, Wells Fargo falsely claimed that the loan was for \$350,000. To date Wells Fargo has refused and cannot provide me nor the courts with any evidence of indisputable proof that I received a \$250,000 loan.

I am one of the thousands of customers Wells Fargo is notorious for "ripping off" by what the Federal Reserve has called "widespread customer abuse."

In 2015 Wells Fargo began suing me to foreclose on my home based on a totally false claim contending they gave me a \$250,000.00 loan - a check. Again today, after retaining several lawyers and numerous court hearings, I am still fighting Wells Fargo to force them to present with the signatory on the back of this check and in whose account was the check deposited. Wells Fargo has refused to show who the signatory is for this alleged check and provide proof that I received the check. I never received nor deposited a \$250,000 check from Wells Fargo.

* Wells Fargo has a history of fraud and scandal and attacking the elderly, and discriminating against foreigners and immigrants, their own Employees testified on national TV for the whole world to see and hear.

*Wells Fargo refused the Judge's order to make an oral argument. I accepted the oral argument respectfully obeying the law and the Judge's order, but the burden was on me meaning, Wells Fargo wins and I lose.

*Wells Fargo sued me for not paying my mortgage which is not true Instead, Wells Fargo refused to accept my mortgage payment. However, I was never allowed to give my testimony to the Judges. not a word.

*Wells Fargo said they have given me \$250,000 which is not true. They couldn't present any evidence of paying to me. It's a fraud.

*Wells Fargo refused to show the back of the check to the Attorney General's office and my lawyer. Judge Florence Pan rushed to Judgment based on assumption but Not on facts.

* Judges never once asked Wells Fargo to show evidence of payment on the \$250,000 that they claimed they gave to me.

* Wells Fargo lied saying I had signed a deed in 2007. I never went to any notary public in 2005 to sign any document. I never went to another bank in 2005-6 or 7 accept Walls Fargo. they lied.

Everything Wells Fargo says is nothing but a word without proof. Their greatest advantage is Judge Florence Y. Pen rushed to Judgment without litigation. My testimony in this letter is nothing but the truth so help me GOD.

The honorable Judgeship of United States Supreme Court.

I'm pleading to you to grant me a jury hearing which was denied by the lower court Judges. Wells Fargo is ready to steal my home fraudulently while I'm watching helplessly. I don't sleep well worrying about losing my home. All of my life savings are all gone, and I am scared to end up on the street homeless at this time of my life with no fault of my own. My Democratic right has been stripped, my human right has been violated, because of Wells Fargo bank and I am at my Last rob which I might be dead unless I get some help to stop the robbers from stealing my home.

The honorable Judgeship,
Please help me to re-try my case in front of the Jurors.
Thank you in advance.
May God bless America and void the bad actors out.

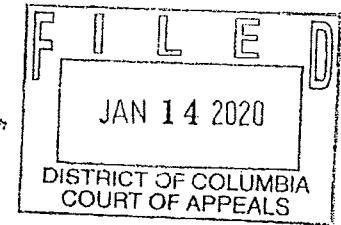
Respectfully,

Etenat Zegeye
1701 West Virginia Ave NE #5
Washington DC 20002
Email:ezmove3@gmail.com
Tel: 202 421 4709

**District of Columbia
Court of Appeals**

No. 18-CV-460

ETENAT ZEGEYE,
Appellant,



v.

CAR4562-15

WELLS FARGO BANK, N.A.,
Appellee.

BEFORE: Blackburne-Rigsby, Chief Judge; Glickman, Fisher, Thompson, Beckwith, and Easterly, Associate Judges.

O R D E R

On consideration of appellant's petition for rehearing *en banc*; and it appearing that no judge of this court has called for a vote on the petition for rehearing *en banc*, it is

ORDERED that the petition for rehearing *en banc* is denied.

PER CURIAM

Associate Judge McLeese did not participate in this case.

Copies to:

Honorable Florence Pan

Director, Civil Division
Quality Management Unit

Copies e-served to:

Marlon C. Griffith, Esquire

Daniel Z. Herbst, Esquire

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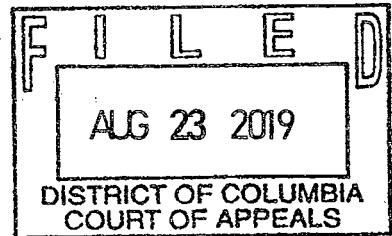
DISTRICT OF COLUMBIA COURT OF APPEALS

No. 18-CV-460

ETENAT ZEGEYE, APPELLANT,

v.

WELLS FARGO BANK, N.A., APPELLEE.



Appeal from the Superior Court
of the District of Columbia
(CAR-4562-15)

(Hon. Florence Y. Pan, Trial Judge)

(Submitted April 1, 2019)

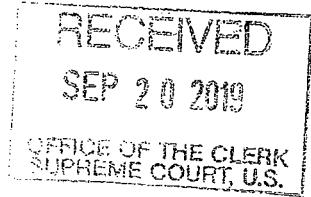
Decided August 23, 2019)

Before BLACKBURNE-RIGSBY, *Chief Judge*, and GLICKMAN and THOMPSON,
Associate Judges.

MEMORANDUM OPINION AND JUDGMENT

PER CURIAM: Appellee Wells Fargo Bank, N.A. ("Wells Fargo") filed a complaint for judicial foreclosure¹ against appellant Etenat Zegeye, claiming that she defaulted on a \$424,000 note secured by a deed of trust on her Northeast D.C. property. In her answer, Ms. Zegeye argued that foreclosure was improper because the note and deed of trust lacked consideration and were fraudulently obtained. Wells Fargo moved for summary judgment and the trial court granted the motion, concluding that there was no genuine dispute that Wells Fargo was the holder of the note, was authorized to enforce the deed of trust's terms, and was entitled to foreclose on the property. In this appeal, Ms. Zegeye claims that a genuine factual dispute exists regarding the validity of the loan documents. Ms. Zegeye also appeals the denial of her post-judgment motion to alter or amend the judgment. For the reasons set forth below, we affirm.

¹ D.C. Code § 42-816 (2012 Repl.).



I. Factual and Procedural Background

Ms. Zegeye owns the property at 1701 West Virginia Avenue N.E., Washington, D.C. On August 10, 2007, Ms. Zegeye obtained a loan for \$424,000 from Wells Fargo's predecessor-in-interest, World Savings Bank, FSB, secured by a deed of trust on the property.² In July 2010, Ms. Zegeye defaulted on the loan. In a demand letter dated August 30, 2010, Wells Fargo notified Ms. Zegeye of the default and sought payment to cure the default. Ms. Zegeye did not cure the default.

On June 19, 2015, Wells Fargo filed a complaint seeking judicial foreclosure, claiming that as of February 12, 2015, Ms. Zegeye owed Wells Fargo \$542,658.91. Ms. Zegeye filed an answer in which she raised, among other things, a defense of fraud. After the parties took depositions from Ms. Zegeye and Wells Fargo's corporate representative, Wells Fargo moved for summary judgment, arguing that there was no genuine factual dispute as to the validity of the loan documents, and that Wells Fargo was entitled to judicial foreclosure as a matter of law. Opposing the motion, Ms. Zegeye contended that Wells Fargo's foreclosure action was barred by the statute of limitations, and that there was a genuine factual dispute over whether Wells Fargo provided adequate consideration in exchange for the loan. The trial court held a hearing on the summary judgment motion, upon the conclusion of which the court ordered Ms. Zegeye to file a supplemental memorandum in support of her opposition of summary judgment explaining the legal basis for her consideration theory. On consideration of the summary judgment motion, Ms. Zegeye's opposition, and the hearing, the trial court granted Wells Fargo's motion for summary judgment, concluding that there was no genuine dispute that Wells Fargo held a valid note and deed of trust signed by Ms. Zegeye, that Ms. Zegeye defaulted on the note, and that Wells Fargo was entitled to judicial foreclosure.

Ms. Zegeye later filed a motion to alter or amend the judgment under Super. Ct. Civ. R. 59(e). In the motion, Ms. Zegeye claimed that the trial court's grant of summary judgment to Wells Fargo was a result of erroneous fact finding, which she maintained was clear error. Ms. Zegeye further argued that because she was retired

² There is no genuine dispute that Wells Fargo is the successor in interest to World Savings Bank, and current holder of the note and beneficiary of the deed of trust.

and relied on income from renting out the property, manifest injustice would result. The trial court denied the Rule 59(e) motion.³ This appeal followed.

II. Legal Framework

“We review the trial court’s grant of summary judgment *de novo*.” *Newmyer v. Sidwell Friends*, 128 A.3d 1023, 1033 (D.C. 2015). In determining whether summary judgment is appropriate, we view the evidence in the light most favorable to the adverse party, and draw all reasonable inferences in that party’s favor. *Liu v. U.S. Bank Nat’l Ass’n*, 179 A.3d 871, 876 (D.C. 2018). Summary judgment is appropriate where there is no genuine issue of material fact, and “the moving party is entitled to a judgment as a matter of law.” *Id.* A fact is material if, under the applicable substantive law, it is relevant and may affect the outcome of the case. *Brown v. 1301 K St. Ltd. P’ship*, 31 A.3d 902, 909 (D.C. 2011). If the moving party provides sufficient evidence to support its motion, the burden shifts to the nonmoving party to show the existence of an issue of material fact. *Newmyer*, 128 A.3d at 1033. The nonmoving party, however, cannot rely on conclusory allegations or denials of their pleadings. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986); *Newmyer*, 128 A.3d at 1033.

In a judicial foreclosure action, the central issue is “whether the party is in default.” *Johnson v. Fairfax Vill. Condo. IV Unit Owners Ass’n*, 641 A.2d 495, 506 (D.C. 1994). A note and a deed of trust securing the note, “can be considered merely different parts of a single contract.” *Yasuna v. Miller*, 399 A.2d 68, 72 (D.C. 1979). Accordingly, a plaintiff seeking judicial foreclosure must establish: (1) the existence of a mortgage between the parties obligating payment from the defendant, and (2) nonpayment by the defendant. *See* D.C. Code § 42-816 (2012 Repl.); *Johnson*, 641 A.2d at 506. A note holder is thus entitled to summary judgment when there is no genuine dispute as to the validity of the note and deed of trust, and of the borrower’s default. *See Johnson*, 641 A.2d at 506. Viewing the record here in the light most favorable to Ms. Zegeye, we conclude that there are no genuine issues of material fact regarding Wells Fargo’s judicial foreclosure claim, and that Wells Fargo is entitled to judgment as a matter of law.

³ The trial court also denied Ms. Zegeye’s request for a stay of the judgment pending a timely appeal, which Ms. Zegeye does not challenge here.

III. Analysis

It is undisputed that Ms. Zegeye defaulted on the payment obligations set forth in the note, and that she never cured that default. What is in dispute, according to Ms. Zegeye, is the validity of the note and deed of trust. Ms. Zegeye raises two arguments in an effort to demonstrate a genuine dispute regarding the validity of the loan documents, both of which are unavailing.

First, Ms. Zegeye contends that the documents were obtained through fraud, citing various “anomalies” in the note and deed of trust. When asked in the deposition whether she recalled signing the note, Ms. Zegeye testified it “looks like mine, but I’m not sure.” Asked whether she recognized her signature on the 2007 loan application, Ms. Zegeye answered “It looks like my signature, but the date, I don’t believe it’s my handwriting. I don’t write numbers like that.” Ms. Zegeye also testified that she recalled applying for a loan of only \$50,000. Ms. Zegeye further points to the fact that the note and deed of trust were dated July 24, 2007, but were signed weeks later on August 10, 2007, ostensibly to raise doubt about the documents.

With respect to the documents’ different dates, Ms. Zegeye’s fraud defense is conclusory. Her reliance on the fact that she signed the documents on a date later than the date on which they were prepared is insufficient to raise a genuine issue of material fact. *See Steele v. Salb*, 93 A.3d 1277, 1281 (D.C. 2014). With respect to Ms. Zegeye’s signatures on the documents, they are presumed valid, and Ms. Zegeye carries the burden of rebutting that presumption. *See* D.C. Code § 28:3-308(a) (2012 Repl.). A party alleging fraud must “state with particularity the circumstances constituting fraud.” Super. Ct. Civ. R. 9(b). Even when viewed in the light most favorable to Ms. Zegeye, her statements lack the particularity required to state a proper fraud defense. Ms. Zegeye fails to describe in any detail the “time, place, and contents of the false representations,” or “the facts misrepresented.” *Phone Recovery Servs., LLC v. Verizon Washington, DC, Inc.*, 191 A.3d 309, 322 (D.C. 2018). Ms. Zegeye’s statements are also entirely self-serving. Self-serving statements are not enough to rebut the presumptive validity of the loan documents. *See Lewis v. Estate of Lewis*, 193 A.3d 139, 144 (D.C. 2018) (“[T]o overcome the presumption arising from a [notary’s] certificate there must be proof of gross concurrent mistake or fraud, through strong and disinterested evidence.”) (second alteration in original); *Fields v. Office of Johnson*, 520 F. Supp. 2d 101, 105 (D.D.C. 2007) (“Self-serving testimony does not create genuine issues of material fact.”). Ms. Zegeye’s vague, conclusory, and self-serving testimony does not create the existence of a genuine dispute that she signed the loan documents.

Second, Ms. Zegeye contends that the loan is invalid for lack of consideration. Wells Fargo applied some of the proceeds from the instant loan to satisfy a prior loan for \$350,000 issued by Wachovia Bank in 2006. Similarly, proceeds from the 2006 loan were used to satisfy two older loans: one from February 2005 for \$101,154.50, and the other from July 2005 for \$252,681.50. Ms. Zegeye contends that because Wachovia never paid out \$250,000 from the July 2005 loan, the 2007 loan is invalid for lack of consideration. In other words, Ms. Zegeye argues that she never received all of the funds Wells Fargo claims it is owed. For its part, Wells Fargo denies that it withheld the July 2005 disbursement. Wells Fargo submitted evidence showing that the July 2005 proceeds were indeed disbursed to Ms. Zegeye, as well as evidence showing that proceeds from the 2007 and 2006 loans were used to satisfy each loan's preceding loan. Wells Fargo also argues that, most importantly, the prior loans are immaterial to the validity of the loan in question here. The trial court examined Ms. Zegeye's "lack of consideration" theory at the summary-judgment hearing and in her supplemental motion before concluding that "[a]ny discrepancies with respect to prior loans that defendant obtained have no effect on defendant's 2007 loan with World Savings Bank." We agree. The sole authority cited by Ms. Zegeye does not support her theory. The case, *Juergens v. Urban Title Servs., Inc.*, is distinguishable because it dealt with an alleged lack of consideration in a single transaction—the sale of plaintiff's condo—rather than with successive transactions, each one building off the preceding, as in Ms. Zegeye's proposed scenario. 533 F. Supp. 2d 64, 80 (D.D.C. 2008). The court in *Juergens* concluded that conflicting information from two separate loan documents created a genuine question about whether plaintiff was paid as consideration for the sale. *Id.* Here, there is no genuine dispute that, as consideration for the 2007 note secured by a deed of trust, Wells Fargo loaned Ms. Zegeye \$424,000. Because we see no basis to invalidate the instant loan through purported discrepancies in prior loans, Ms. Zegeye fails to raise a genuine issue of material fact.

Lastly, we address Ms. Zegeye's appeal of the denial of her motion to alter or amend the judgment under Rule 59(e). We review a trial court's denial of a Rule 59(e) motion for an abuse of discretion. *Doe v. District of Columbia Metro. Police Dep't*, 948 A.2d 1210, 1217 (D.C. 2008). A motion under Rule 59(e) must be filed "no later than 28 days after the entry of the judgment." Super. Ct. Civ. R. 59(e). The trial court stated that Ms. Zegeye filed her motion on November 29, and denied the motion as untimely, but the record shows that Ms. Zegeye filed her motion on November 16—within Rule 59(e)'s 28-day window. In any event, affirmance of the trial court's denial is warranted because Rule 59(e) "may not be used to relitigate old matters." *Exxon Shipping Co. v. Baker*, 554 U.S. 471, 485 n.5 (2008) (quoting

11 C. Wright & A. Miller, Federal Practice and Procedure § 2810.1, pp. 127-28 (2d ed. 1995)). Because Ms. Zegeye's allegations of clear error and manifest injustice rely on the same arguments she raised during the summary-judgment proceedings, we affirm the denial of the Rule 59(e) motion. *See Parking Mgmt., Inc. v. Gilder*, 343 A.2d 51, 54 n.4 (D.C. 1975).

Accordingly, the orders on appeal are hereby affirmed.

ENTERED BY DIRECTION OF THE COURT:

Julio A. Castillo
JULIO A. CASTILLO
Clerk of the Court

Copies to:

Honorable Florence Pan
Director, Civil Division
District of Columbia Superior Court

Copies e-served to:

Marlon C. Griffith, Esquire
Matthew D. Cohen, Esquire
David Chen, Esquire
Daniel Z. Herbst, Esquire
Molly Q. Campbell, Esquire

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from this filing is
available in the
Clerk's Office.**