

ORIGINAL

No. 21-1408

IN THE SUPREME COURT OF THE UNITED
STATES

PETER EFO,

Petitioner,

v.

DIANE FONDJO,

Respondent.

OFFICE OF THE CLERK
SUPREME COURT, U.S.

FILED
APR 28 2022

*On Petition for A Writ Of Certiorari To
The Court Of Appeals Of Maryland*

PETITION FOR A WRIT OF CERTIORARI

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APRIL 2022

I. Questions Presented

Whether a Court Order for refund of paid labor cost for work ordered by an employer and was completed by a laborer violates the U.S.C. Amendment XIII where the laborer was found of no wrong doing, employer suffered no damages and U.S.C. Amendment XIII was invoked.

II. Related Proceedings

Court Of Appeals, Maryland. P. No.267
September Term, 2021, Order entered January
28, 2022

Circuit Court for Frederick County, Maryland. C-
10-CV-20-000564, Efo v. Fondjo, Judgment
entered 5/14/2021

District Court of Maryland for Frederick County,
Fondjo v. Efo, D111-CV-207457. Judgment
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costs for ordered and completed work where the laborer invokes the U. S. C. Amendment XIII.

B. This Court's intervention is warranted because the court below failed to apply the invoked federal law to the case, passed judgment that the invoked federal law bars every person from making, continued to deny retrial to get the invoked federal law applied to the case.

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III. Petition for Writ of Certiorari

Peter Efo, respectfully petitions this Court for a writ of certiorari to review the judgment of the Maryland Court of Appeals.

IV. Opinions Below

The decision by the Maryland Court of Appeals denying Mr Efo's appeal is reported as Peter Efo v. Diane Fondjo, **P. 267 (Maryland App. November 15, 2021)**. The Maryland Supreme Court denied Mr Efo's petition for review on January, 28, 2022. That order is attached at Appendix ("App") 1 at 1a. The Court Of Special Appeals Order transferring the Appeal to Court Of Appeals is attached at Appendix ("App") 2 at 2a, 3a. The Circuit Court judgment is attached at Appendix ("App") 3 at 4a, 5a, 6a, 7a. The Circuit Court Order denying Petitioner's Motion is attached at Appendix ("App") 4 at 8a, 9a.

VII Jurisdiction

Mr. Efo's petition for review to the Maryland Supreme Court was denied on January 28, 2022. Mr Efo invokes this Court's jurisdiction under 28 U.S.C. § 1257, having timely filed this petition for a writ of certiorari within ninety days of the Maryland Supreme Court's judgment.

VIII. Constitutional Provisions Involved

United States Constitution, Amendment XIII:

Section 1

Neither slavery nor involuntary servitude, except as a punishment for a crime whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction.

Section 2

Congress shall have the power to enforce this article by appropriate legislation

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.

IX. Statement of the Case

Transmission replacement and Court hearing

Around November 20, 2019, Miss Fondjo requested Mr Efo to replace transmission on her 2012 Nissan Altima that Nissan and a second private shop

had diagnosed as needing a transmission. Fondjo agreed to pay \$800 for labor cost and she chose to buy a used transmission that would have a warranty. Fondjo then asked Efo to search for a used transmission which Efo did and notified her when one was found. Fondjo went to Efo and asked him to take her to the shop which Efo did and she bought the transmission herself. Efo successfully replaced the transmission and the transmission was functional without any faulty codes. Fondjo sent her son to pick the car with \$400 instead of \$800. After about a week, Fondjo reported a malfunction of the transmission and sent the car back to Efo for a check-up with \$200 part payment toward labor for the transmission replacement. No transmission code was found but a mass air flow meter code was found and a tune-up was recommended in addition to replacing mass air flow meter. Fondjo went to auto shop with Efo wanting to buy the needed parts by credit card but the needed parts were not available so she authorized Efo to buy the parts for the repairs for a refund later which Efo did. On the day Fondjo was to pick her car, the transmission malfunctioned and diagnosis indicated an electronic problem inside the transmission that required the replacement of the transmission. As her warranty was still valid, Fondjo ordered that transmission to be pulled down and sent for a replacement to fix onto her car which Efo did and got a new transmission that he fixed onto Fondjo's car but that turned out to be a bad transmission. Transmission selling shop asked for the bad transmission to be returned for a replacement.

Efo asked for refund of \$300 for the parts Fondjo authorized him to buy for the repairs and Fondjo demanded the purchase receipts that were supplied but she did not pay. In attempt to reach Fondjo through her friend Mr George, Efo was informed that Fondjo said she was not going to pay \$300 refund for the parts, the \$200 labor balance for first transmission replacement and \$800 for second transmission replacement. Efo insisted that each transmission replacement she ordered must be paid for because it takes him 3-5 days to perform one replacement because for her car the whole engine and transmission must be brought down to replace the transmission by design and that he never committed to doing that without being paid. Mr George offered to pay the \$300 refund and also ordered Efo to perform the third transmission replacement for which he would pay the 800 labor cost but Fondjo must pay for what she ordered. Mr Goerge pleaded with Efo to start third transmission replacement immediately so that the warranty deadlines could be met and he called later to say he had given \$300 to Fondjo to be given to Efo. Next day Fondjo went and met Efo under her car in the process of bringing down the engine and transmission and ordered Efo to stop working on her car and put the car together as it was before she towed it to him. Efo complied and asked her for the \$300 Mr George gave her to be given to him. Fondjo admitted that she got the \$300 but she would not give it to Efo. Two days later Efo received a summons from the District Court for Frederick County, Maryland, wherein Fondjo was seeking relief of refund of \$600 deposit for labor, \$959 for transmission cost and \$375

damages for her transportation for alleged breach of contract.

Efo went to trial where he was ordered to refund engine cost of \$959 to Fondjo. District Court did not grant relief of paid \$600 labor cost and that could be considered as in compliance with U.S.C. Amendment XIII. Efo appealed for retrial.

Direct Appeal and *De Novo* Hearing

Fondjo opened that she sent her broken car to Efo to fix and he could not fix it. He fixed the car and the car broke down after two days. To set the facts right Efo testified that Fondjo specifically asked him to replace the transmission on her car and that she presented two diagnoses from Nissan Dealer and a private auto shop that said the car needed a transmission replacement and he agreed to replace the transmission and not to fix it. From this Court held that she brought her car with diagnoses from Nissan and another auto shop and asked Efo to replace the transmission but she was to buy the transmission from the choice she made. Efo testified that he replaced the transmission and Fondjo took the car away but she reported later that the car broke down after two days and she returned it to Efo in about ten days for diagnosis. Fondjo continued to make her case that she was told to pay labor cost like full service the second time and she said she could not because she and Efo bought the transmission together so she was asking Efo to pay her back all the money she paid him. In direct examination Efo testified that Fondjo asked him to find a transmission and when he found one Fondjo went to him at his shop and asked

him to take her to the shop selling the transmission which he did, and there Fondjo bought the transmission based on the advice she got from the auto shop. Fondjo declared she would not pay the labor costs only after the work was done Efo argued that by the working agreement, Fondjo knew she was to pay for labor if a second replacement was to be done as seller warranty of the transmission does not cover labor for any transmission replacement of the original transmission sold.

In direct examination Fondjo testified that she had an oral contract with Efo that he should replace her transmission and the labor cost was \$800 and that it was agreed that she must pay \$300 at start of contract and pay \$300 at completion of contract which she paid. But Efo testified that there was no such component of payment plan alleged by Fondjo and that he was paid \$400 at completion of first transmission replacement and \$200 when the car was returned for transmission malfunction testing. Because there was no written contract, in cross examination by Efo, Fondjo testified that there was no agreement term that if Efo replaced the transmission and the transmission broke down and she returned it for transmission replacement and other repairs Efo must be responsible for such labor costs.

From Fondjo's testimonies, there was no legally enforceable contract other than replace the transmission and be paid \$800 for labor and Efo was not liable for proper functioning or working transmission in Fondjo's car but the seller warranty covered such liability. Transmission seller made one

warranted replacement and was going to make a second one when Fondjo requested refund and transmission cost was refunded.

Fondjo testified that Efo replaced transmission twice on her car at her request and that she made only \$600 part payment for first transmission replacement and when Court asked her why didn't she pay \$800 she said because the work was not completed. It is clear from the contract she testified to that any time a transmission replacement was completed a contract was completed. Fondjo testified that when Efo asked to be paid for the second transmission replacement she ordered and was completed she did not pay because she and Efo bought the transmission together and that is the reason why she filed the claim for breach of contract.

Trial Court held that Fondjo got all her money back, she did not gain from the bargain with Efo but that was not the intentional fault of Efo, it was just the net effect. In closing arguments Efo unambiguously invoked the U.S.C. Amendment XIII by telling the Court he did nothing wrong and he had completed the requested work so if he is asked to refund \$600 part payment of labor it would mean Fondjo has put him through involuntary servitude and that if Court asked him to refund the \$600 part payment of labor cost paid to him it would mean Court has put him through involuntary servitude.

The Trial Court ruled that it found Efo in breach of contract and passed judgment in favor of Fondjo, ordering Efo to refund \$600 part payment of labor cost he was paid. Efo filed a motion for retrial

arguing that there was an oversight of invoked U.S.C. Amendment XIII but the motion was denied.

Mr Efo filed a petition for a writ of certiorari to the Circuit Court for Frederick County Maryland for review of its judgment with the Maryland Supreme Court, arguing that Trial Court's judgement violated the U.S.C. Amendment XIII and that Trial Court did not apply invoked U.S.C. Amendment XIII to the case. The Maryland Supreme Court denied the petition and the Supplement on January 28, 2022 saying that there has not been a showing that certiorari is desirable and is in the public's interest.

X. REASONS FOR GRANTING THE WRIT

A. To avoid erroneous and prohibited putting of a person through involuntary servitude, this Court should clarify the exception "as punishment for a duly convicted crime" for which the U.S.C. Amendment XIII permits a person to be put through involuntary servitude that applies to payment of labor costs for ordered and completed work where the laborer invokes the U.S.C. Amendment XIII.

Here Court of Appeals denied certificate to review Trial Court's judgment and that denial of review has a determination that trial court's judgment must be enforced. Trial court's Order for refund of \$600 part payment of labor cost paid to Mr Efo for first transmission replacement has the determination that Miss Fondjo should not pay for first and second transmission replacements that Mr. Efo performed

and perhaps that Mr. Efo must just have had to perform the third transmission replacement that was being requested without a right to ask for payment for his labor. Before judgement Mr Efo unambiguously invoked the U. S. C. Amendment XIII by arguing that he did nothing wrong and he had completed the ordered work already so if he is asked to refund the part payment of labor cost paid to him it will mean that Miss Fondjo has put him through involuntary servitude. He argued further, that if the court grants relief of refund of the paid \$600 part payment of labor cost for work he had already completed then it will mean the court has put him through involuntary servitude. To this argument the court conceded and quoting the Court "I agree, that is what it will boil down to" Court unquote, Appendix 5 at 10a, 11a (Tr, 61: 6-17, Fondjo v. Efo C-10-CV-20-000564 (unpublished)).

Clearly Court of Appeals denial of review enforces putting Mr. Efo through involuntary servitude as Trial Court conceded that asking Efo to refund the \$600 part payment of labor cost will boil down to putting him through involuntary servitude.

The U.S.C. Amendment XIII says:

Neither slavery nor involuntary servitude except as a punishment for a crime whereof the person shall have been duly convicted, shall exist in the United States and the territories subject to its jurisdiction.

Trial Court's judgement that denies Mr Efo the payment for his labor cost for all the two transmission replacements that he performed was ambiguous. The

judgement was not a punishment for a crime that Mr Efo has been duly convicted of and that violates the U.S.C. Amendment XIII law. The denial of review by Court of Appeals that has a determination to uphold and enforce trial court's judgement denying payment of labor cost for work ordered and already completed is erroneous as it violates the U.S.C. Amendment XIII by putting Mr Efo through involuntary servitude without prior due conviction of a crime.

In this case, the pleading put before the Court seeking relief for refund of paid labor cost for a job that was ordered and had been completed is a direct attempt to or use of court to put Mr. Efo through unpaid labor. The pleading itself thereby invoked the U.S.C. Amendment XIII as the only and original Constitutional law that regulates slavery and involuntary servitude. The pleading presents an example of what the crafters of the U. S. C. Amendment XIII ensured must never happen in order to make the barring of involuntary servitude effective. The wording of the Thirteenth Amendment has a determination that no person can enforce refund of labor cost or enforce non-payment of labor cost once an ordered job has been completed. If a person enforces refund of labor cost or non-payment of labor cost of an ordered and completed job, involuntary servitude would have taken place or existed and that is prohibited. Even for the exception for which U. S. C. Amendment XIII permits a person to be put through involuntary servitude, the wording simply set out a very strict condition for permitted involuntary servitude regulating that a due process conviction of a crime must precede the punishment by

involuntary servitude which Trial Court didn't have in this case before issuing the Order for refund of labor cost.

Trial Court did not establish a particular breach of contract or the breached contract term that took place to enable application of the law that governs that issue to determine if a crime was committed for which Efo can be punished. Here the question of primary concern becomes how to preserve, uphold, defend and protect the U. S. C. Amendment XIII. As the Maryland Court Of Appeals' denial of review has a determination of upholding and enforcing Trial Court's judgment that clearly violates the U. S. C. Amendment XIII, the granting of review by this Court of Maryland Court Of Appeals' denial of review of Trial Court's judgment is needed to uphold and protect the Thirteenth Amendment of the United States Constitution.

- A. This Court's intervention is warranted because the Court below failed to apply the invoked Federal law to the case, passed judgment that the invoked Federal law bars every person from making, continued to deny retrial to get the invoked Federal law applied to the case.**

Mr Efo unambiguously invoked the U. S. C. Amendment XIII by arguing that he did nothing wrong and he had completed the ordered work so if court granted relief of refund of the paid \$600 part payment of labor cost it would mean the court has put him through involuntary servitude. Judgement was

passed ambiguously without application of the Thirteenth Amendment to the case. Motion for retrial based on argument that there must have been an oversight of U.S.C. Amendment XIII was denied and that confirmed the court's denial of application of a United States Constitutional law to the case. The petition to Court of Appeals of Maryland sought relief of review of Trial Court's judgment by certiorari in order to get the Thirteenth Amendment Law applied to the case. From that, Maryland Court of Appeals denial of review has a determination of denial of application of invoked Federal Constitutional law to the case. Efo made a great effort to have the U. S. C. Amendment XIII applied to the case but the Court below denied him that constitutional privilege.

The U.S. Amendment XIV says:

...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 the law; nor deny to any person within its jurisdiction the equal opportunity of the law.

The denial of review by Court of Appeals is plainly incorrect as it had a determination of denying application of invoked Federal law to the case and that violates U.S.C. Amendment XIV.

The present case is an example of plain attempt to or use of Court coercion by a person (employer) to put a worker through unpaid labor where court denies application of U.S.C. Amendment XIII law to the case. Despite having clearly invoked the Thirteenth

Amendment, Mr. Efo never had the Thirteenth Amendment law applied to the case.

Court of Appeals erroneous denial of review circumvents the requirements of Thirteenth Amendment, effectively permitting trial court the right to take away Efo's labor earnings of completed work without meeting the requirements of the Thirteenth Amendment for which a person is permitted to be put through involuntary servitude. And regardless of whether trial court ruled based on its opinions, the law under the U. S. C. Amendment XIII is clear:

No slavery nor involuntary servitude except as a punishment for a crime whereof the subject shall have been duly convicted shall exist in the United States...

This case presents this Court with an opportunity to clarify U.S.C. Amendment XIII's "exception" of punishment for which involuntary servitude is permitted in the face of the Court Order for refund of labor cost that violates Thirteenth Amendment. Absent intervention by this Court, the Maryland Court of Appeals' published decision that enforces Trial Court's ruling will work to undermine the U.S.C. Amendment XIII that has effectively barred slavery and involuntary servitude for over 200 years and it will also undermine the Fourteenth Amendment. The decision of Maryland Court of Appeals that ran into conflict with two Constitutional Provisions, Amendments XIII and XIV, presents a problem to the United States Constitution if left uncorrected.

XI. CONCLUSION

For the foregoing reasons, Mr. Efo respectfully requests that this Court should issue a writ of certiorari to review the judgment of Maryland Court of Appeals, and grant other appropriate relief such that U. S. C. Amendment XIII is preserved and justice is served.

DATED this 28th day of April, 2022.

Respectfully submitted

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