

No.

21-30

ORIGINAL

FILED

JUN 16 2021

OFFICE OF THE CLERK
SUPREME COURT, U.S.

IN THE

SUPREME COURT OF THE UNITED STATES

Cammie L Marceaux PETITIONER

Vs.

Tiffany & Bosco, P.A. et.al., RESPONDENT(S)

Arizona Supreme Court No. CV-20-0303-PR

ON PETITION FOR WRIT OF CERTIORARI

CAMMIE L. MARCEAUX

420 Elaine Dr Woodville TX 75979

409-377-0388

Jstme1101@live.com

QUESTION (S) PRESENTED

The Questions Presented for review of this Court of last resort. Has the Only Power Enlisted in it to rule upon the Land and the Law's of this Land that our very own "Constitution Of The United States", has enacted upon it to Rule in Matters Pertaining to the Rights of the Citizens of The United States to Enact for them. To Protect them when in fact Their Life Their Liberty and or Their Right to Property have been Violated and or Infringed upon. There has been no other Prior States Justices Courts that have yet to act. Based on the Laws of the Land to Act for the Life, Liberty and or the Property BELONGING TO THE Owner Cammie L. Marceaux.

1. The Question Under the Constitution 5th and 14th Amendment Clearly Identifies the Questions Before this court Was Cammie's Privileges or Immunities of Citizenship in the United States Deprived of Peaceful Enjoyment in her Life her Liberties and the Quiet Enjoyment of her Property?
2. Was Cammie Deprived of Equal Protections under the Laws of the Land that was afforded to her Under the Constitution Of The United State and Afforded Judicial Due Process in a Court Of Law?
 - A. Where, a Hearing be set, and Evidence could be presented an expert witness to the Property issues be heard? Under the Constitution in the 14th Amendment of the United States Constitution does it not state that Property Owners have the Right to Due Process?
3. In the taken Clause of the 5th Amendment in the Constitution comes into question here. Cammie's Property worth \$230,000 was taken for \$16,000. Was Cammie's Property taken for Just Compensation?
4. Would it not be Unconstitutional to Not allow a standing at all in any Court to bring Evidence that Proves a Lack of Standing by a Trustee acting on an invalid Transfer of Authorizations to act upon a Illegally Deposited Mortgage Note into a Trust 13 Years after the closing date of that Trust?

5. Under The Constitution Of the United States There are protection that only this Court Grants to a Citizen of the United States on a Property issues that can and was Created to challenge a Trustees Authority that States do not challenge in any other Justice Courts Prior to this authority in which is Enacted Upon in this Court is it not?
6. The Final Question before this Court is again Under the Constitution 5th and 14th Amendment The Taken Clause When in Fact Cammie's Property was being forcefully Sold to a 3rd Party Investor For Lawyers Title agency FF3 LLC. And being forcefully stolen from her after she had bought the **Property for \$229,000** been the Owner of the Property for 13 years and placed **\$57,000 Cash Down Paid off a \$38,000 Pool and Paid for the property the 13 years and HOA Dues Land maintenance Pool maintenance and Taxes and Insurance and a mortgage Payment that also added an extreme Flocculating Interest Rate.** Then in 2017 The Title Owner Daniel R Sanders July 25th 2017 Signed over his Rights to Cammie of the Interest he had in the Title. That Cammie Was Threatened to sign over her Property Rights based on a TRUST Owed Prior to her Purchase in 2006 was used on Cammie.
7. Cammie was then forced to take \$16,000 From the Third Party Investor or face a Foreclosure. Cammie was charged for legal fees and Foreclosure fees and then her property was forcefully taken for **\$16,000.00** is That a Fair price to pay Cammie for her Property that was not for sale? That the Owner Daniel R Sanders had her Mortgage serviced for him and he sold Cammie the Property and Never Deposited the Note in the TRUST until 13 years later when they got caught. Is this Not an Illegally conducted Seizer of Cammie's Property by Force?

LIST OF PARTIES

All Parties DO NOT appear in the Caption of this case on the cover page. A list of all the Parties to the Pleading in the Court whose Judgement is the subject of this petition is as follows:

Defendant (S)

Case No CV- 2017-053676 See Also Case NO.1 CA-Cv-18-0542

1. Steven Baker _____ Pro Se—Owner Agent

5234 W.ElCortez Trail Phoenix AZ 85083

2. Kenneth Short _____ Pro Se Cammie's Agent

P.O. Box 5908 Sun City AZ 85376

3. Myriam Silvers----- (Representative)--- Title Agent

4. Fidelity National Title Agency ----- (same as title agent)

Representative (s)

Jamie Thompson and Patrick Davis

Fidelity National Law Group

2355 East Camelback Rd Suite 900 Phoenix AZ 85016

5. Centry 21 Northwest (Representative)

Robert Stewart Jr.

1747 East Morton Avenue Suite 105

Phoenix AZ 85020

6. Daniel R Sanders _____ Pro Se

9806 W. Amber Trl.

Sun City AZ 85351

7. Wells Fargo Bank Na..... And

8. US. Bank NA (Representatives)

Gregory Marshall & Joshua Zimmerman

Snell & Wilmer L.L.P

One Arizona Center

400 E. Van Buren, Suite 1900

Phoenix AZ 85004

9. Suburban Mortgage Corporation----- (Representatives) ----Mortgage

Note Holder.

John Buric , Andrea M. Simbro

Warner Angle Hallman Jackson and Formanek

2555 EAST Camelback RD Suite 800

Phoenix AZ 85016

Defendants Case No, CV-2019-000496 And Case No. 1 CA-CV19-0600

10. Tiffany & Bosco A.P &

11. Lenard J Mcdonald (jr)

Represented By (Michael F. Bosco and Lenard J Mc Donald (jr)

Tiffany & Bosco A.P.

Seventh Floor Camelback Eesplande II

2525 EAST Camelback Road

Phoenix AZ 85016- 4237

12. Fidelity National Title Agency_____ (Represenative)

13. Lawyers Title Agency _____ (Represenative)

Jamie Thompson and Patrick Davis :

Fidelity National Law Group

2355 East Camelback Road, Suite 900

Phoenix , AZ 85016

RELATED CASES

CAMMIE MARCEAUX _____ PETITIONER

VS.

TIFFANY & BOSCO, P.A. , et al., _____ DEFENDANTS

MARICOPA COUNTY SUPERIOR COURT

***No. CV2019-000496 – Judge on Appeal: Honorable Roger E. Brodman On
Judgement Entered***

September 4, 2019 , October 4, 2019

Notice of appeal Docketed on 8/6/2019

9/4/2019 Judgement

9/4/2019 Judgement

10/7/2019 Judgement

10/15/2019 Judgement

COURT OF APPEALS, DIVISION ONE

No.1 CA- CV 19-0600- Memorandum Issued March 5, 2020

Division One Court of Appeals: Judges on Appeal:

Honorable David D. Weinweig

Honorable Jennifer M. Perkins

Honorable James B. Morse Jr.

Arizona Supreme Court

No. CV-20-0303- Petition to review denied May 10, 2021

Arizona Supreme Court judges on Appeal

Honorable Brutinal,

Honorable Bolick,

Honorable Beene

Honorable Montgomery

Related Case(s)*Maricopa County Superior Court**CV-2017-053676 Superior Court**CAMMIE L. MARCEAUX* _____ *Petitioner***VS.***STEVEN BAKER , ET AL ., Defendant (s)***Original Civil Complain Filled 7/27/2017****Breach of Contract and Quiet Title Action***MARICOPA COUNTY SUPERIOR COURT Case No. CV-2017-053676***Judges on Appeal****Honorable Susan Bronovich****Honorable Rande H. Warner****Honorable John R. Hannah Jr.****Honorable Theodore Campagnolo****5/25/2018 Judgement Fidelity National Title Agency Inc. \$525.00****5/25/2018 Judgement Suburban Mortgage \$297.00****5/25/2018 Judgement****5/25/2018 Order****7/23/2018 Order****6/7/2018 Order****5/30/2018 Ruling**

(Related Cases)

COURT OF APPEALS DIVISION ONE CASE No. 1 CA-CV 18-0542

Judges on Appeal:

Honorable Dian M. Johnson

Honorable Kenton D. Jones

Honorable James B. Morse Jr.

6/10/2019 Memorandum

Jurisdictional Statement :

Under Rule 11 of this Court the Date Sought for Review in this court is within the time limits filled in a timely Appeal to this court and all other Justice Court fillings on Appeal have been Timely Filled and Ruled Upon there are no pending issues in any of the Other State Justice Courts pertaining to this Case Presented to this US Supreme Court. Rules 31 and Rule 33 Have been timely served and filled on all parties pertaining to these cases. This Case is Ripe to Proceed at the United States Supreme Court to Grant This Petitioner a of Writ of Certiorari.

Table of Contents

Questions Presented for review

List of Parties

- i. **Related Cases**
- ii. **Table of Contents**
- iii. **Index to the Appendix**
- iv. **Table of Authorities**

1. Opinions Below

2. Statement of Jurisdiction

3. Constitutional Provisions and Statutes Involved

4. Statement of the Case

5. Reason for Granting Writ of Certiorari

Proof of Service

Index of Appendix

- A. Last State Justice court Ruling May 10, 2021 For Evidence of a Timely Appeal to this U.S. Supreme Justice Court. Case No CV-20-0303-PR
- B. Expert Witness Report Noterized on Securities Trust Account.
- C. ASSIGNMENT into Trust account June 20, 2017
- D. Deed Of Trust Registered April 1, 2006
- E. Law Firm Representing the Trust for U.S. Bank N.A.
- F. The Advertised Property in 2006 Owner /Agent Steven Baker
- G. Tiffany and Bosco Foreclosure Trustee Lenard McDonald Jr.
- H. Notice of Supplemental Facts Used By Well's Fargo And U.S. Bank to deny Cammie's Motion to Reconsider Expert Witness Report
- I. Lawyers Title Agency and their 3rd Party Investor F&F 3 L.L C. Using the illegally Conducted foreclosure and cost associated with that Transaction Used to steal Cammie's Property and all the Equity she had in it for \$16,000.
- J. Michael Rivera Lawyers Title agent that Utilizes the Foreclosure to force Cammie to sign over her Rights to her property to the 3rd Party Investor F&F 3 LLC. For Lawyers Title Agency for all the Agents working Cammie's Claim Susan Neff, John Gamm,

K. Kim Stenbridge The Buyers agent for the Full Price offer Cammie Lost the sale with explanation of Title issue and Who was responsible “Lawyers Title

Agency. Team AZ Real Estate Paulette Davis was Cammie’s seller’s agent and the Purchase Contract for the Buyer.

L. Supreme Court State of Arizona May 10, 2021 Order Petition for Review Denied Case No. CV-20-0303-PR Certified Copy

M. In the Arizona Court of Appeals Division one Case NO. 1 CA- CV 19-0600 filled 6-25-2020 Memorandum Decision Certified Copy.

N. In The Superior Court of the State of Arizona Maricopa In And For the County Of Maricopa Case No CV 2019-000496

O. In the Arizona Court of Appeals Division One Case No 1 CA-CV-18-0542 Filled 11-5-2019 Memorandum

P. Superior Court Of Arizona Maricopa County Case NO Cv2017-053676 Judges Orders Judgements and Opinions and Dismissals.

TABLE OF AUTHORITIES

1. <i>Section 10(b) of the Securities Exchange Act of 1934 or see Rule 106-5 for Securities Fraud</i>	
<i>Federal and Criminal Law are very Relevant in this case.....</i>	<i>p. 15</i>
2. <i>Fight Fraud Act of 2009 (H.R.1748) “Financial Institution Definition to cover Private</i>	
<i>.....</i>	<i>p.20</i>
3. <i>Fraud Enforcement and Recovery Act of 2009 (s386)</i>	<i>p. 20</i>
4. <i>Securities Fraud (statue) Section 10(b)of the Securities Exchange Act of 1934 Or see</i>	
<i>Rule 106-5 for Securities Fraud.....</i>	<i>p.20</i>
5. <i>See also Robert E. Dordan , Mortgage Electronic Systems inc. (MERS) it’s Recent</i>	
<i>Battles ad chance for a peaceful existence, 12(04.J Pub. Int. L. 177, 180-81 (2010)</i>	
<i>“he was sentenced to a total of 252 Months imprisonment followed by a total of five years</i>	
<i>supervised Release (3:02-Cr-156 (Cr) Doc N0 1117.....</i>	<i>p.23</i>
6. <i>The Constitution State only one Command twice</i>	
<i>The Fifth Amendment say’s to the Federal Government that</i>	
<i>“No One Shall Be “Deprived of Life, Liberty or Property without Due Process of the</i>	
<i>Law.</i>	<i>p.25</i>
<i>The Fourteenth Amendment Ratified in 1868, Uses the same ELEVEN Words, Called</i>	
<i>Due Process Clause, to describe legal obligations of all States. These words have as</i>	
<i>their Central Promise an assurance that all Levels of American Government Must</i>	
<i>operate within the law (“Legality”) and Provide fair Procedures.</i>	<i>p.26</i>

The Law Promises that before depriving a Citizen of Life, Liberty, or Property, thus, it is not always enough for the Government just to act in accordance with whatever law there may happen to be.

Citizens may also be entitled to have the Government observe offer fir Procedures, whether or not those have been provided for in the Law on the basis of which it is ACTING.....p.26

Action Denying the Process that is “DUE” would be Unconstitutional.

A Violation of Cammie’s Right to Property. And “Due Process of the LAW”p.26

7. *Cervants V. Countrywide Home Loans Inc. 656 F. 3d, 1034, 1039 (9th Cir2011)....p.23*

8. *Hogan 230 Ariz., at 587 10, 277 P.3d at 784; Silving, 800 F. Supp. 2d at 1067-68*

One of the primary purpose served by DEED OF TRUST is that it permits a NON-Judicial Foreclosure sale. Nothing More. Hogan 230 Ariz., 585,5,277p.3d at 782.....p.22

9. *Jackson V. Mortgage Electronic Registrations Systems inc. 770 N.W. 2d 487,490 (S. Ct. MINN. 2009)p.23*

10. *See also Robert E. Dordan , Mortgage Electronic Systems inc. (MERS) it’s Recent Battles ad chance for a peaceful existence, 12(04.J Pub. Int. L. 177, 180-81 (2010)*

“he was sentenced to a total of 252 Months imprisonment followed by a total of five years supervised Release (3:02-Cr-156 (Cr) Doc N0 1117.....p.23

11. *Silvering V. Wells Fargo Bank NA., 800 F. Supp 2d, 1055,1063 (o AIR,2011).....p.22*

12. *United States V. Austin* (1992) U.S. App (10th Cir) (NOS 92-1046,92-1047) Mail Fraud, Wire Fraud, Making false Statements Fraud and Strawmen.....p.23
13. *United States V. Bryson*, 2004 U.S. App Lexis 9677 (7th Cir) This case large a Complex Used inflated appraisals and falsified income obtain loans on residence in excess of the true value, obtaining and misleading documentation.....p.24
14. *United States V. Hachel* 227 F. 3d 857,858 (97th Cir 2000)p.24
Obtained Mortgages, inflated Mortgage based on False Appraisals for Cash Back Loans.
15. *United State v. Jaffe* (2007) , 387 F. 3d 677 (7th Cir. 2004).....p.24
16. *United States V. Lefkowitz*, 125 F 3d. 608 (8th Cir 1997).....p.22
17. *United State v. Mclean*, 131 Fed. Appx 34 (4th Cir 2005) In Mclean, the defendant was charged on 66 counts, one of which was “making and passing false mortgage notes to influence HUD in violation of 18 U.S.C 1010” mclean at *8p.23
18. *United State v. walsh*, 75 F. 3d 1 (1st Cir 1996) The defendants and four co-defendants were charged with conspiracy, twenty-nine counts of bank fraud, and twenty-nine counts of making false statements. Walsh at 3. “The substance of the indictment was that [the defendant] carried out a scheme to defraud dime savings bank of New York by directing his employees to obtain 29 specific loans through use of deception.....p.24
19. 15 U.S.C 78o(d) Shall be fined under this title, or imprisoned not more then 25 years or both. Added Pub. L. 107-204,title VIII,807 (a) July 30,2002,116 stat. 804; amended Pub L. 111-21 2 (e) (I) May 20, 2009 123 Stat 1618.....p.21

20. 18 U.S.C Subsection (a) The term Continuing acting in concert financial crimes enterprise means a series of violations under section 215,656,657,1005,1006,1007,1014,1032,1344.....	p.25
21. Who Ever Knowingly Executes, or attempts to execute a scheme of Artifice-	
22. To obtain, by means of False or Fraudulent pretenses, or promise, any money or Property in connection with the purchase or sale of any commodity for future delivery, or any Security of an issuer Under section 12 of the Securities Exchange Act of 1934.....	p.21
Mortgage Fraud Prosecuted under	
23. 18 U.S.C. (continuing Financial Crimes Enterprise).....	p.21
24. 18 U.S.C. 225 (2007) The Crime.....	p.21
25. It's a Crime under section 225 for reason to organize, manage, supervise a continuing financial Crimes Enterprise during any 24 month period 18.U.S.C. 225 (a).....	p.21
26. For this section to the purpose of subsection (a) the term "Continuing financial Crime Enterprise" means a series of violation under Section 215,656, 657, 1005,1006,1007,1014, 1032 or 1344 of this title Effecting a Financial institution, committed by at least 4, person acting in concert 18 U.S.C 225 (b)	p.21-22
27. 10 U.S.C. 225 This title affects a Financial Institution , committed by at least 4 persons continuing acting in concert.....	p.25

28. 18 U.S.C. 1001 False Statements	p.22
29. Mortgage Fraud Prosecuted under 18 U.S.C 1006 (2007) Credit Institute Fraud.	
<i>See also Elizabeth Renuart, Property title trouble in Non Judicial Foreclosure State;</i>	
<i>The Ibanez Time Bomb? 4WM, Mary , Rev, 111,182-131(2013) Kurt,Eggert, The</i>	
<i>Greater Collapse; How Securitization caused the Subprime meltdown, 41 Conn.L Rev</i>	
<i>1257,1266 (2009) The Deed Of Trust is Not the Note MERS does not Hold the NOTE</i>	
<i>or the DEBT.</i>	p.22
30. Mortgage Lending Business (33) Federal Mail and Wire Fraud Statues 18 U.S.C 1343	
<i>White Collar crime (39).....</i>	p. 20
31. 18 U.S.C 1344 (2007)Bank Fraud	p.21
32. Criminal Liability Statue 18.U.S.C. 1344.....	p.20
33. Prosecuted Under 18 U.S.C. 1344 (2007) (Bank Fraud).....	p.24
34. 18 U.S.C. 1344 Aimed at Schemes to Defraud federally chartered or insured Financial	
<i>Institution to obtain Property</i>	p.25
35. (FFP) Fraud for Profit	
<i>“Industry Insider Fraud,”(Fraud For Profit)</i>	
<i>Motive “Revolve Equity Falsely Inflate the Value of the Property.....</i>	p.25
36. Fraud Black’s Law- Dictionary 685 (8 th ed. 2005) Is defined as a “Knowing	
<i>Misrepresentation of the Material to induce another to act to his detriment”. The</i>	
<i>Defendants in this case are Guilty of (FFP) and (FFH)</i>	
<i>“Fraud for Profit.” And “Fraud For Housing).....</i>	p.25

<i>37. 18 U.S.C. 1348- Securities Fraud.....</i>	<i>p.21</i>
<i>38. 18. U.S.C 1348 Securities and Commodities Fraud.....</i>	<i>p.21</i>
<i>39. 18 U.S.C 1956 and 1957 (2007) Money Laundering</i>	<i>p.21</i>
<i>40. 18 U.S.C. 2314 – Interstate Transfer of Funds.....</i>	<i>p. 21</i>

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 _____ 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 _____ 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 A to the petition and is

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

The opinion of the STATE JUSTICE COURTS court appears at Appendix L-P to the petition and is

☒ reported at L, M, N, O, P, of the Appendix; or,
☐ has been designated for publication but is not yet reported; or,
☐ is unpublished.

JURISDICTION

☐ For cases from federal courts:

The date on which the United States Court of Appeals decided my case was _____.

☐ 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 May 10, 2021. A copy of that decision appears at Appendix A.

☐ 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).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

Federal and Criminal Law are very Relevant in this case. Securities FRAUD

Fight Fraud Act of 2009 (H.R.1748) "Financial Institution Definition to cover Private Mortgage Lending Business (33)

Federal Mail and Wire Fraud Statues 18 U.S.C 1343 White Collar crime (39)

Fraud Enforcement and Recovery Act of 2009 (s386)

Criminal Liability Statue 18.U.S.C. 1344

Securities Fraud (statue) Section 10(b)of the Securities Exchange Act of 1934 Or see Rule 106-5 for Securities Fraud.

18 U.S.C. 1348- Securities Fraud

18 U.S.C. 2314 – Interstate Transfer of Funds

18 U.S.C 1956 and 1957 (2007) Money Laundering

18 U.S.C 1344 (2007)Bank Fraud

18. U.S.C 1348 Securities and Commodities Fraud

Who Ever Knowingly Executes, or attempts to execute a scheme of Artifice-

- 1. To obtain, by means of False or Fraudulent pretenses, or promise, any mmonney or Property in connectlon with the purchase or sale of any commodity for future delivery, or any Security of*

an issuer Under section 12 of the Securities Exchange Act of 1934 15 U.S.C 78o(d) Shall be fined under this title, or imprisoned not more than 25 years or both.

Added Pub. L. 107-204,title VIII,807 (a) July 30,2002,116 stat. 804; amended Pub L. 111-21 2 (e) (I) May 20, 2009 123 Stat 1618

Mortgage Fraud Prosecuted under

18 U.S.C. (continuing Financial Crimes Enterprise)

18 U.S.C. 225 (2007) The Crime

It's a Crime under section 225 for reason to organize, manage, supervise a continuing financial Crimes Enterprise during any 24 month period 18.U.S.C. 225 (a)

For this section to the purpose of subsection (a) the term "Continuing financial Crime Enterprise" means a series of violation under Section 215,656, 657, 1005,1006,1007,1014, 1032 or 1344 of this title Effecting a Financial institution, committed by at least 4, person acting in concert 18 U.S.C 225 (b)

18 U.S.C. 1001 False Statements

Mortgage Fraud Prosecuted under

18 U.S.C 1006 (2007) Credit Institute Fraud

18 U.S.C. 1344 Aimed at Schemes to Defraud federally chartered or insured Financial Institution to obtain Property

(FFP) Fraud for Profit

"Industry Insider Fraud,"(Fraud For Profit)

Motive "Revolve Equity Falsely Inflate the Value of the Property.

Fraud Black's Law- Dictionary 685 (8th ed. 2005) Is defined as a "Knowing Misrepresentation of the Material to induce another to act to his detriment".

The Defendants in this case are Guilty of (FFP) and (FFH)

"Fraud for Profit." And "Fraud For Housing)

10 U.S.C. 225 This title affects a Financial Institution , committed by at least 4 persons continuing acting in concert

18 U.S.C Subsection (a) The term Continuing acting in concert financial crimes enterprise means a series of violations under section 215,656,657,1005,1006,1007,1014,1032,1344

The Constitution State only one Command twice

The Fifth Amendment say's to the Federal Government that

"No One Shall Be "Deprived of Life, Liberty or Property without Due Process of the Law.

The Fourteenth Amendment Ratified in 1868, Uses the same ELEVEN Words, Called Due Process Clause, to describe legal obligations of all States. These words have as their Central Promise an assurance that all Levels of American Government Must operate within the law ('Legality') and Provide fair Procedures.

The Law Promises that before depriving a Citizen of Life, Liberty, or Property, thus, it is not always enough for the Government just to act in accordance with whatever law there may happen to be.

Citizens may also be entitled to have the Government observe offer fir Procedures, whether or not those have been provided for in the Law on the basis of which it is ACTING.

Action Denying the Process that is "DUE" would be Unconstitutional.

The 14th Amendment States "Nor Shall any State deprive and person of Life, Liberty, or Property without Due process of the law; nor deny any person within its jurisdiction the equal Protection of the Laws.

The 5th Amendment of the United States Constitution includes a Provision known as the TAKING CLAUSE, which States that "Private Property [Shall Not be taken for public use, without just compensation. While the Fifth Amendment by itself only applies to actions by the federal Government, the 14th Amendment extends the takings Clause to actions by State and Local Government as well.

The U.S. Supreme Court Extends time to file Federal Securities Exchange Fraud April 29,2010 In action under Section 10 (b) of the Securities Exchange Act 1934 Statue of Limitation does not begin to run until plaintiffs have discovered or reasonably could have discovered facts constituting Fraud, including Scienter.

On April 27, 2010 the United States Supreme Court held that the Statue of Limitations for Private actions claiming Securities Fraud under section 10 (b) of the Securities Exchange Act of 1934 does not begin to run till plaintiffs have discovered or, with reasonable diligence, could have discovered the facts constituting the fraud including scienter.

Rule (10b-5 promulgated thereunder) must be brought "not later than earlier of (1) 2 years after such violation "28. U.S.C 1658 every court of appeals to have addressed this provision had held that "discovery" means both constructive and actual discovery, and that constructive discovery turns at least in part on when the Plaintiff in on "inquiry notice" of the alleged fraud

Statement of the Case

In May 2017 Cammie Lost the Sale of her Property due to Unknown Title Issues. Cammie had a Full Price Offer of a Guaranteed VA Loan.

By June 20th 2017 There was an illegal assignment conducted and Cammie Caught it.

By July according to the Docket Case No. CV2017-053676 Docket Date 7/27/2017

Cammie Filled a Lawsuit Cammie Marceaux v. Steven Baker, et al.,

What was before the Court was a Quiet Title Action and a Breach of Contract Unenforceable Cammie Sued

Steven Baker, Kenneth Short, Centry 21 Northwest, Suburban Mortgage Corporation, Myriam Silvers, Fidelity National Title, Wells Fargo, U.S. Bank, MERS, J.N. Phillips. Daniel R. Sanders.

a Motion to Stay On Wells Fargo and U.S.Bank N.A. Fidelity National Title for damages.

Docketed Order 10/18/2017

Docketed Order 10/18/2017

Docketed Order 10/19/2017

Docketed Ruling 2/13/2017

Docket 4/6/2018 Notice of Supplement Facts For Which This Court May Take Judicial Notice Supporting Response to Plaintiffs Motion to Reconsider.

Docketed Motion to Reconsider 4/17/2018

Docketed 5/18/2018 Motion to Strike Portions Of the plaintiffs Motion to reconsider &Expert witness Report Pursuant to Rule 12 (F), Arizona Rules of Civil Procedure.

Docketed

Docketed Judgement 5/25/2018

Docketed Judgement 5/25/2018

Docketed Judgement 5/25/2018

Docketed Judgement 5/25/2018

Docketed Order 5/25/2018

Docketed Ruling 5/30/2018

Docket 5/30/2018 Case Dismissed Partial

Docketed 5/30/ 2018 Case Dismissed Partial

Docketed 6/7/2018 Order

Docketed 7/23/2018 Order

Docketed Notice of Appeal timely filled 7/23/2018 By Cammie

Docketed 6/10/2019 Memorandum Decision Division One Court Of appeals.

Docketed 12/17/2019 Order of Mandate Placed on the Dismissal Calendar.

All Defendants were dismissed based on a Quit Claim Deed. Provided By Fidelity National Title as they presented false evidence to a Trust Property that was a Extreme Liability to them. Undisclosed Material Defecting the Title it has a Disease. Used the Foreclosure to force Cammie To sign over rights to the Property then Used the Sale Documents to further dismiss based on the Forced Sale.

This Property matter never had its day in Court. There was no trial no hearing and no evidence or witnesses have been called.

The Breach of contract provision and the Quiet title action was never conducted.

As you will see in the Next case the Illegally Conducted Foreclosure that was taking Place why U.S.Bank N.A. Had not been dismissed from the prior court and was already Conducting a Foreclosure on Cammie. March 9, 2019

Cammie Marceaux v. Tiffany and Bosco P.A. et al., Case No CV2019-000496 Negligence And Fraud.

Docket 2/20/2019 Complaint filed FRAUD (FFP) (FFP) Fraud for profit and fraud for property. Illegally conducted Foreclosure based on a Trust owed Prior to Cammie Purchase in 2006 to 2017.

Docketed 4/3/2019 Notice Assignment to Commercial Court

Docket 4/24/2019 Ruling

Docketed 5/3/2019 Ruling

Docketed 6/4/2019 Oder Entered by Court

Docketed 7/22/2019 Ruling

Docketed 7/24/2019 Notice

Docketed 8/6/2019 Notice of appeal timely filled By Cammie

Docketed 9/4/2019 Judgement

Docketed 9/4/2019 Judgement

Docketed 9/16/2019 Court of appeals Order

Docketed 9/25/2019 Notice case on Dismissal Calendar

Docketed 10/15/2019 Judgement

Docketed 10/7 Judgement signed

Docketed 3/5/2020 Memorandum Court of Appeals

Docketed Judgements Filed 10/4/2019

Amount for:

Tiffany and Bosco

Wells Fargo Bank NA

US Bank N.A

Fidelity National Title Agency

Layers Title Agency

Docketed Judgement Filled 9/4/2019

Amount for:

Tiffany and Bosco

Wells Fargo

U.S.Bank

Fidelity National Title

Lawyers Title Agency

Cammie Then Filled a Timely Appeal a Petition to Review to the Arizona Supreme Court and Was again "Denied the Review".

Under the Constitution of the United States, the Statutory Provisions of the LAWS and Rules of the Court are believed to confer on this Court's Jurisdiction that Protect Cammie's Property where them Rights to that Property have been infringed upon.

The Destruction Mortgage Fraud Has done on the family is the most devastating one family can endure, and some did not even survive. I watched as families in my neighborhood lost their property thrown on the sidewalks their homes their children taken from them, they committed Suicide and familicide. Most of the Kids went Homeless and they lost touch with siblings going into foster care programs. This Rocked our Entire Country. Threatens the integrity of our Recordation System our Banking and the Rights to owning the property in which we pay for. And then in 2017 when Cammie never thought in her life, she would be there VICTIM. Yet She was and was Human Traffic for Daniel R. Sanders, Steven Baker, Myriam Silvers, And Kenneth Short for the Next 17 years of Cammie's Life she has had to fight for her property why they continued to Victimize Cammie and Her Children and they Used her Property to do it and for all them reason that is why Cammie is here begging for someone to listen to her fight for her Right to get her property back. After they stole from Cammie for 17 years.

OUR AMERICAN DREAM!

Cammie was not sold a Property at all and for 13 years Cammie was sold an Air Loan. Cammie was paying for nothing with a Promise that if she pays the Property in which she was paying for would in fact be her Property. And it was not.

However, for 13 years then Lender and the Barrower were kept in the **"DARK"**. Thanks to Wells Fargo they created these Shell Corporation which also Enabled the Financial Scheme to be hidden and sold to the Public and not disclose the Lender and keep the Barrower hidden from

with cash back loans on the property the straw buyers and insurance FRAUD for PMI. They placed this property into a TRUST commit Fraud on the U.S.Bank N.A Trust.

Steven Baker and Daniel R. Sanders have been working together with J.N Philips for years on transaction for this property and many others. They sell the property to someone else to get Daniel's Mortgage on the Property paid off.

The Scheme does not stop there with these Bandits. By the Year 2006 the Property had been Sold and resold and Foreclosed Upon and resold and a cash Back Loan was done by **Steven Baker at Countrywide Home loans two of them in total \$229,000**. This Cash Back Loan was to inflate the Mortgage and Sell a Liability Property belonging to the Trust to Cammie in April 3, 2006. Cammie did not know the Property was in U.S.Bank N.A. trust till June 20, 2017. The TRUST that the title was a Liability to Belonging to the Service provider of the Trust U.S.Bank N.A.

Cammie was a Bonified buyer to the Property being sold advertised on MLS and placed \$57,000 Cash down in a wire Transfer to Suburban Mortgage Corporation and Closed with The One and ONLY **Myriam Silvers** the Title Closing agent for Capital Title Agency.

The agent Never told Cammie at closing the Property was a Liability Property Owed eight unpaid Securities to a trust Owned by U.S.Bank N.A. Prior to April 3, 2006. That had gone bad before she bought it in 2006. Cammie was never told she was **RENTING THE PROPERTY**.

That she would never really own the Property and that is where it all began this Title Agent had her chance to disclose but because she was friends with **Kenneth Short** and His wife on Facebook she added and Abetted the sniester's.

Kenneth Short, Steven Baker and Daniel R. Sanders. Myriam Silvers Suburban Mortgage Corporation, They, conspired and they all fully Committed to take part in the Fraud that was about to take place on Cammie and did so Willingly and for each other.

Kenneth Short told Cammie that he would have closed the transaction under his Broker license but did not want to be the agent and the Broker. I believe Kenneth Short Knew he was committing Mortgage Fraud and he wanted **Centry 21Northwest** to Back him and insure him rather than his Broker License be at stake. **Kenneth Short** Uses the Broker at **Centry 21Northwest** Broker License Being at stake he wanted to take them down with him and they participated and they backed him so they fully agreed to self-commit even themselves to Help **Steven Baker** and **Kenneth Short** close his deal right before he was to go on his Honey moon with his new wife. So, the Broker at **Centry 21Northwest** Aided and Abetted **Kenneth Short** as the Broker for the Transaction of the Property being sold to Cammie. Through Agency Liability Centry 21 Northwest Became a Liable Party to this Case being Presented for review because they also Enabled Kenneth Short and Used there Good Name To DO IT. Making the Bad situation Look even more legit.

Kenneth Short and **Steven Baker** Conspire with the Title Agent **Myriam Silvers** to Guarantee the title through Capital Title Agency that is now out of business to issue title insurance. They all Contacted Suburban Mortgage Corporation a small mom and pop Corporation operating out of Phoenix AZ. That's where the Fannie Mae and Freddie Mac Mortgage Note and Loan Documents all came from was recorded with MERS data Base and the Mortgage Note stayed with them and was serviced for Daniel R. Sanders and Steven Baker for 13 years. The Documents were fake.

Cammie Never had a Loan and Cammie Never had a Lender.

Cammie was told she did. No one would provide Cammie with the appraisal of the property.

Cammie Asked if it appraised? Cammie was told it did, but no one would provide the appraisal report. They just said Cammie got the LOAN.

The Title Agent Mariam Silvers, Suburban Mortgage Corporation Hiding the Liability Trust Owed on the title on this property knowingly did so with knowledge of the Property being sold belonging to a trust owed Eight other Liabilities were also being sold to Cammie.

Owner Agent Steven Baker advertised himself as the Owner of the Trust Property being sold on MLS Advertised and shared to the Public as a Property that could in fact be BOUGHT and Sold.

Liabilities and a Trust Property not belonging to the People Selling the Property as if someone could in fact take Owner ship of the Property in Which they cannot and do not produce a property for profits made for 13 YEARS and came in and took the Property from Cammie through Illegal actions and infringed upon the Rights of the Owner of the Property Illegally in the taking of her Property based on the Facts of the Case the Property being Sold Belonged to the Trust and the People selling the Property and making false statements to the Buyer Cammie Marceaux was sold nothing more than an AIR Loan where the Lender and Barrower are hidden from each other for 13 Years.

Then when the Cammie Tried to Sell the Property to save the life of her son from a Brain Injury she could not.

Cammie could not convey a Proper Title to her Full PRICE Buyer.

The Trust came in exercised there rights based on a Mortgage Note that was assigned to the Trust illegally 13 years later to foreclose on the Trust Property for Prior Unpaid Mortgage Backed Securities that had gone Bad by the Very Investors that came in and took the Property for their Debts to the Trust in which it was Owed.

However, the Mortgage note the Mortgage Company was servicing for the title Owner Daniel R Sanders and his Broker Steven Baker. Having Suburban Mortgage Service nothing more than an AIR Loan Hide the Lender Hide the Barrow Fraud the Trust and sell a Property to the PUBLIC for extreme equitable funds and when they got caught the Owner of the Property Daniel R. Sanders signs a Quit Claim Deed of his interest to the Property over to Cammie July 2017. This Title Property now belonging to Cammie and was provided by **Fidelity National Title Agency**, Daniel R. Sanders Signed over his rights to the Title to Cammie. Through a Quit Claim Deed.

However, the crime on Cammie's Property does not stop there.

June 20, 2017 Michelle Erin Whiner posing as an assistant secretary for (MERS inc.)

Mortgage Electronic Registrations Systems inc. Singed that she was the sectary for

(MERS inc.) on the ROBO Assignment of the Mortgage note Held by Daniel R. Sanders and Suburban Mortgage over to Trustee on the U.S.Bank N.A Trust 13 years after the closing Date of the Trust July 01, 2006. This Assignment into a Trust after the closing date of that Trust was illegally conducted and they all Knew they were Committing Mortgage Fraud.

The Employee **Michell Erin Whiner of Wells Fargo** as we can see in the Appendix to the Writ.

"The Expert Witness Report" Evidence shows the Assigner was also the Assignee Wells Fargo Employee advertised herself on LinkedIn working for Wells Fargo as a Bankruptcy ll Specialist. The assignee cannot be the assigner that is illegal and was a fraudulent Recording at

the Recorders at the Maricopa County Recorders Office on June 20, 2017 this was FRAUD and is a Class 3 Felony and Punishable under the Law that a Person cannot file a fictitious document and record it knowingly to be a false document to be recoded and she signed as the Secretary for MERS inc. Clearly an Employee of Wells Fargo.

Cammie Knew the assignment taking place was an illegal assignment and did not understand why it was taking place on June 20, 2017. Cammie was not in Default on her Mortgage Account that was being Serviced by Well's Fargo. It was an account nothing more than an Account you Cannot Assign an Account to a Trustee. Assigning the Note 13 years Latter Would be Illegal and VOIDED.

Cammie Lost the Full Price offer on her Sale to a Full Price Buyer on May 13, 2017 a Month Prior to this Assignment. Cammie WAS set up.

Cammie had a Full Price Offer on her property a VA loan guarantee funds for the purchase of her Property.

This Property Cammie Owned Cammie was paying for was Purchased in 2006

The address of the Property 14923 W. Eveningstar Trl. Surprise AZ 85374.

Cammie Placed \$57,000 cash in a Wire Transfer to Suburban Mortgage on the behalf of the Purchase of this Property. Where them funds went, we have no clue because they did not go to the U.S.Bank N.A. Trust Bank that was owed the Liabilities on the Property Trust. The Bank was Frauded for 13 years why the Agent Owner Steven Baker, Title Owner Daniel R. Sanders remained on title collected Money for 13 years for a mortgage note with Arm Rate interest loan an Air Loan in which no property was connected to.

The Mortgage note was held and Being Service by Suburban Mortgage Corporation, a small mom and pop Corporation Operating out of Phoenix AZ. The Mortgage Corporation in 13 years never Deposited the Note in the Trust Prior to June 20, 2017. Then had the Assignment Robo Assigned to the Bank 13 years later when Cammie Caught them when she could not convey a rightful title to her BUYER for the Full Price Offer.

This Practice on a Trust Property with Liabilities Owed and sold to a Person with a Promise to convey such Property after payment of that Property was illegally being sold to the PUBLIC advertised on MLS as a Property would be conveyed with proper payment of that property. In which it could not be sold to the Public for money with the intention and the actions of a Bonified BUYER of the Property belonging to the trust in which was Owed Eight Unpaid Liabilities that had gone bad on the Property Title. Where the actual title was being held and a title to the Buyer could never be conveyed due to the Prior Liabilities that is owed without a Quiet title action from a Court of Law.

This Trust Property Owned By Daniel R. Sanders who Held Title to the Property on Title had a Liability Property in which he was selling to the Public knowing he had no rights to the title without the proper payment of the Liabilities owed on that Trust Property that had been conducted Prior to Cammie's Purchase in 2006 that had been illegally conducted on the Trust Property by the Investment Group that should have never been created.

Using Straw Buyer to pay off the title then placed in the trust to be sold over and over again where they were getting PMI and falsifying documents to lenders and banks getting Cash Back Loans to Inflate the Mortgage False appraisals I mean they did it all to Cammie.

Aiding and abetting each other is a Criminal Scheme to make money illegally and lots of it for a very long time. Cammie found that at one time the Property being sold and recorded the sale within 17 days of each other and the same mortgage company and title company insured the loans to the banks knowingly within 17 days of each other for the same exact amounts.

This investment Group and the Trust Property was such a Liability to the owner that he committed an Act of Fraud in Selling the Property to the PUBLIC over and over and has gotten away with it way to long.

Taking money with the Promise the property did in fact not belong to him. The liabilities Property he was holding title to belonged to the Bank TRUST. Cammie was sold a Property she would never gain Title to for 13 years she thought she was paying for taking care of making extreme Improvements to including putting in a \$38,000 pool in which she paid off in 2015.

\$38,000 pools do not get put in at RENTAL PROPERTIES.

When Cammie Lost her sale to a full price offer a guaranteed VA loan. Cammie Filed a Title policy Claim with Capital Title Agency they were the insurer for Cammie Title By the Agent **Myriam Silvers**. What is Odd the Title Company that stated to Cammie May 13, 2017 that told Cammie that Cammie needed to deal with a Susan Neff at the legal Department for Lawyers Title and then Cammie was sent to John Gamm to handle the claim at Fidelity National Title Agency. Fidelity National Title and Lawyers Title Agency handling the claim together sleeping in the same bed conspire and continue to make Cammie believe in "false Statements." Cammie Even Filled a Consumer Complaints Complaint and Fidelity National title Filled "False Statements" to the Consumer Complaints Department Agency as well. Fidelity National Title

Claimed the "Quit Claim Deed", Released Full Title of the Property being sold to Cammie by Daniel R. Sanders the TITLE OWNER.

Hiding the Trust property, Hiding the Eight Unpaid Securities owed and gets the Title Owner Daniel R. Sanders to sign over a Quit claim Deed of his interest in the Property This Quit Claim Deed filled in the Court of LAW Closes Cammie's Claim stated the Title was Clear. Susan Neff and John Gamm made "false statement" to Cammie and hid the Liabilities owed on the title held by the Trust to avoid having to pay them.

The Crime does not stop there.

They began working together to solve the Cammie Claim. Clear the title so she could convey the Property for the Full price offer she had due to close May 30, 2017.

Cammie Lost her sale.

The title agencies lied to Cammie About the Trust Property in the trust and the Prior Liabilities owed on that trust in which they did not want to pay to clear the title for Cammie to convey for the full price offer instead they all worked together to hide the Liabilities and offered a Quit claim deed from the title Owner Daniel R. Sanders and Presented it in Court to Show Honorable Judge Hannah Jr.

That a Quit Claim Deed release of the Title was evidence to dismiss them and all the defendants in the case of all actions Cammie Believed, they took in this case presented for this court to decide upon in this Property matter.

The "Trust" Being Owed the Liabilities was Never Disclosed to Cammie Even in a Court of Law they provided False Information to get all Defendants dismissed Knowing the Document had no

weight at all due to the Facts the U.S.Bank N.A. Trust was still Owed Eight unpaid Liabilities. All Defendants Were dismissed based on one Quit Claim Deed. on a Trust Property where the REAL Title was Held as a Liability to that Trust and Covered up by Lawyers Title Agency Susan Neff and John Gamm at Fidelity National Title Agency that handles the Claim for Cammie.

They aided and abetted each other to then come in and use them same Liabilities Owed Prior on the Trust to come after Cammie for the Property in which they just told a Judge Cammie had the Rights to full Title of the Property from the Original Title Owner. Daniel R. Sanders. So, they would not have to pay the 8 Liabilities Owed on the TRUST to Clear the REAL ISSUE.

They made “false statements” to a COURT and “Presented false documentation to do so” and got all the Defendants and criminals in this case dismissed based on a QUIT CLAIM DEED.

The Quit Claim Deed From Daniel R. Sanders was presented as evidence by Fidelity National Title agency Attorney “Jamie Thompson” Representative from Fidelity National Law Firm.

Also the same Representative for Fidelity National Title and Lawyers Title agencies and Myriam Silvers the Title Agent.

They told the Court that the Title belonging to Daniel R. Sanders and the rights he had was then conveyed to Cammie In July 2017 through this so - called Quit Claim Deed. I mean after All Cammie Did give Daniel R. Sanders, Suburban Mortgage Corporation and Steven Baker their agent Way over the amount she should have in the 13 year and adding a \$38,000 pool Cammie maintained everything that had to do with the Property including paying for it for the 13 years. Cammie Never missed a Payment and Paid off the Pool for the \$38,000 in 2015.

Cammie wanted to refinance the Property and place another \$50,000 down on the property to get it to where she could be comfortable in a small payment and stop working so much away from her children. But again, Ince they Violate

Section 10(b) of the Securities Exchange Act of 1934 or see Rule 106-5 for Securities Fraud

Cammie was sold a Property she could never own and they were going to cripple her and make sure she never owned this property.

Cammie Could not get a hold of a Lender. The Shell Corporations Wells Fargo was hiding kept Cammie in the "DARK" for Thirteen Years. Cammie Could not Refinance with any Bank's Because Cammie Could not locate who Cammie's Lender was tis a Matter of Fact Cammie never Had a Lender so Cammie could not contact one.

When Daniel R. Sanders signed over that Title to Cammie, Cammie was the rightful owner of that Title and she overly paid for it at least a Half Million in 13 years for a property only worth \$120,000 sold to her at the inflated rate of \$229,000 in 2006 that she could not sell in 2017 and convey a title to her interest in the Property for \$205,000 marketed \$25,000 below what she could have asked, for a quick sale to save the life of her child. That Lawyers Title 3rd Party Investor, F&F 3 LLC. Forced Cammie to Sell to them for \$177,000.00 Writing Cammie a Check for \$16,000.00 after she placed \$57,000 cash Down and paid off a \$38,000.00 Pool. Paid for the Property 13 years and could not get a hold of a Lender or Investor?

The Crime's these Investors did,

Does not stop there they wanted this Property back knowing it was a Trust Property and the Trust wanted the Property back based on what the Trust was Owed Prior to the Purchase that Cammie had made for the property in April 2006. So, they constructed and conspired with each other and continued to violate Cammie's rights to Owning this Property by the use of Force.

Cammie Knew she never had a Lender the Lender and the barrower were kept in the **“Dark”** by Suburban Mortgage Corporation holding the Note belonging to the Trust in which it was not deposited into that Trust in thirteen Years. They collected and used Wells Fargo as if the Servicing agencies where the “Mortgage Lenders” and selling the note. They were not Cammie’s Lenders Like Honorable John R. Hannah Jr. Had stated. They were servicing an account nothing more.

The First SHELL CORPORATION USED stated Mortgage **Select Portfolio Inc.** Then a few months later again another Shell Corporation acting as if they Bought the Note Stated Mortgage **America Servicing Company.** another Shell Corporation for Wells Fargo for investors to have accounts serviced AIR LOANS a kind service provided by Wells Fargo disclosing the fact’s not prior to 2011 that they were in FACT the OWNER OF the Shell Corporation. . They were servicing the Account for Suburban Mortgage and Laundering money away from the Trust and back to the title Owner and his Agent adding and abetting the fraud Scheme to transact and the Mortgage Corporation was committing bank fraud by collecting money on a trust Property with a Mortgage note that no property being sold was attached to. Illegally. And having the account serviced by the shell Corporation belonging to Well’s Fargo and nothing more than a service provided by Wells Fargo and in doing so they aided and abetted the crime to continue and transact with Suburban Mortgage and continued to Act Illegally. Because when they commit to this kind of Property crime, they must all commit and do their part or (FFP and FFH)Fraud For Profit and Fraud For Housing cannot be conducted.

They Falsely recorded and Acted for the Mortgage Corporation and Deposited a Note illegally and continued to act on the illegally assigned Mortgage note being deposited 13 years later into a

Trust over to U.S. Bank and then Wells Fargo again Handling the Trust for U.S. Bank again then Assigns the illegally assigned Mortgage note over to the Trustee to Use to Foreclose on Cammie.

The Final Scheme by all the little Sniesters that got caught is to force Cammie to Sign Over the rights to her Property based on their power to Ruin Cammie's Credit Profile with a Illegally Conducted Foreclosure based on this Trust Owned Prior to Cammie's Purchase with an Illegally assignment knowingly in this Trust that was Closed 13 years Prior and was a Obvious Violation of the Pooling and Servicing agreement on Trust Property.

Now we have Lenard J McDonald jr. a Trustee using his Power as an attorney and backed by this Huge Law Firm Tiffany and Bosco threatens Cammie with the foreclosure on the Trust being Owed the Eight Prior Securities owed on the Trust Property Knowing the Note he had on Cammie was an Illegal Assignment and he acted anyway.

The Power this Foreclosure Trustee Had over Cammie Forces Cammie to Sign over her property to the 3rd party investor F&F3 LLC. That was provided by **Michael Rivera** working for **Lawyers title Agency for \$16,000 illegally** Cammie was charged legal fees and Foreclosure fees associated with all this. THEY stole Cammie's Property by force and took all her Equity she had in the property.

Fidelity National Title agency then working with **Lawyers title agency** began having their agent **Michael Rivera** contact Cammie by phone then text and email. He stated there was a foreclosure recorded on her property by the Trustee from US. Bank

Lenard J. Mc Donald Jr at Tiffany and Bosco Law firm in Phoenix AZ. He recorded a Foreclosure at the Maricopa County recorders Office to Foreclose and Sell Cammie's Property

Illegally. Knowingly he had an illegally Assignment of the Note into the Trust Property and did so Neglectfully.

Through an unauthorized illegal transfer on the Note going into the Trust knowingly thirteen years later after the closing date of the Trust July 31, 2006 the note must be deposited before the closing date and it was not. This was a clear violation against the pooling and Servicing agreement based on the Trust in which the Mortgage note was deposited into 13 years later would be Voided Document and the Trustee had no Right to Foreclose on Cammie Based on a Trust that was Prior Owed to her Purchase in 2006 and the Note in Which The attorney

negligently acted upon and infringed in the Rights of **Cammie and Forced her to sell her Property to the only 3rd Party investor FF3. LLC for \$16,000.** And they even Charged Cammie Foreclosure fees and legal fees relating to the Trustee fees.

Michael Rivera from Lawyers title told Cammie she cannot sell it to any other buyer and she can not get a Title policy from any other Title issuer and that if she did not sell to the third party investor F&F 3 LLC.

That was offered by Lawyers Title Agency That Cammie would then have to face foreclosure and even more fees that go with a foreclose and have it on her Credit Profile.

Cammie had no choice but to sign over her rights to her property for \$16,000.00 Cammie was not going to have a Foreclosure on her Credit Profile just because the Crooks thought they could Bully Cammie and think they were just going to get away with it. Cammie Knew what they were doing and the Powers they were using to do it. That had been provided to them and protected by the State of AZ in doing so in a Non Judicial Foreclosure STATE. as we can see here through out these proceedings prior to this U.S. Supreme Court no Court has allowed

Cammie "DUE", Process to be herd in a court of law in a jury and or a trial where evidence could be produced and witnesses be called.

This was a Constructed Financial Crime and without all the Key Players involved and the abilities they have acted in conjunction to hide and aided and Abetted each other and encouraged the same from each other to act in such a way to enable them. They have been able to utilize them powers and Fraud the Public, the Government and the Banks and get away with it far to long.

As to when they are caught they need to be Punished to the Limits of the Law and The Public has an Interest to Know that this kind of Crime and the Use of a Property to conduct such a Crime and then Used to Seize property from a Owner in the United States can and will have extreme Punishment for it is our American Dream and the Right to live free and peaceful in our property in which we OWN. The ones directly involved committing and act aiding and abetting and encouraging the same knowingly that Act in which they are aiding abetting the same to Act to enable the other Knowingly that without them Acting for them they could not continue to Act so therefore we have to ASSUME they all acted in Conjunction Aided and Abetted each other or the other could in FACT not act at all.

Their all Guilty of Constructed Fraud. Conspiracy to commit fraud wire transfer fraud HUD document Fraud, Bank Fraud, Conjunction to enable and abetted each other and conspired and encouraged to act in conjunction or they could not have committed the actions they committed at all. They all conspired and they all fully committed and when they committed they fully committed with each other.

The Cases I am Presenting as similar to the one you are about to investigate will be a great comparison to what we have in front of the U.S. Supreme Court today and what has Taken Place with the said Defendants and or Employees of the Defendants in which they are being held accountable for the ACTORS. By Cammie Marceaux That in Fact the Crimes were committed against.

The Cases Presented and Ruled upon Prior by the U.S. Supreme Court that this case has the same Symptoms as the diseased property and all the Provisions and Statues of the Laws and the types of crimes committed that apply in this case is as follows.

Federal and Criminal Law are very Relevant in this case.

Fight Fraud Act of 2009 (H.R.1748) "Financial Institution Definition to cover Private Mortgage Lending Business (33)

Federal Mail and Wire Fraud Statues 18 U.S.C 1343 White Coller crime (39)

Fraud Enforcement and Recovery Act of 2009 (s386)

Criminal Liability Statue 18.U.S.C. 1344

Securities Fraud (statue) Section 10(b) of the Securities Exchange Act of 1934 Or see Rule 106-5 for Securities Fraud.

18 U.S.C. 1348- Securities Fraud

18 U.S.C. 2314 -- Interstate Transfer of Funds

18 U.S.C 1956 and 1957 (2007) Money Laundering

18 U.S.C 1344 (2007) Bank Fraud

18. U.S.C 1348 Securities and Commodities Fraud

Who Ever Knowingly Executes, or attempts to execute a scheme of Artifice-

- 1. To obtain, by means of False or Fraudulent pretenses, or promise, any money or Property in connection with the purchase or sale of any commodity for future delivery, or any Security of an issuer Under section 12 of the Securities Exchange Act of 1934 15 U.S.C 78o(d) Shall be fined under this title, or imprisoned not more then 25 years or both.*

Added Pub. L. 107-204, title VIII, 807 (a) July 30, 2002, 116 stat. 804; amended Pub L. 111-21 2

(e) (I) May 20, 2009 123 Stat 1618

Mortgage Fraud Prosecuted under

18 U.S.C. (continuing Financial Crimes Enterprise)

18 U.S.C. 225 (2007) The Crime

It's a Crime under section 225 for reason to organize, manage, supervise a continuing financial Crimes Enterprise during any 24 month period 18.U.S.C. 225 (a)

For this section to the purpose of subsection (a) the term "Continuing financial Crime Enterprise" means a series of violation under Section 215, 656, 657, 1005, 1006, 1007, 1014,

1032 or 1344 of this title Effecting a Financial institution, committed by at least 4, person acting in concert 18 U.S.C 225 (b)

United States V. Lefkowitz, 125 F 3d. 608 (8th Cir 1997)

18 U.S.C. 1001 False Statements

Mortgage Fraud Prosecuted under 18 U.S.C 1006 (2007) Credit Institute Fraud.

See also Elizabeth Renuart, Property title trouble in Non Judicial Foreclosure State; The Ibanez Time Bomb? 4WM, Mary , Rev, 111,182-131(2013) Kurt,Eggert, The Greater Callapse; How Securitization caused the Subprime meltdown, 41 Conn.L Rev 1257,1266 (2009) The Deed Of Trust is Not the Note MERS does not Hold the NOTE or the DEBT.

Silvering V. Wells Fargo Bank NA., 800 F. Supp 2d, 1055,1063 (o AIR,2011

The Original Promissory note was never deposited into the trust. They Birficated and the Deed of trust and executed on April 3, 2006 a distinct Instrument that served a different purpose then a Beneficary Assignment that took place here on Cammie's Property June 20,2017 That was done to conduct a Foreclosure.

Hogan 230 Ariz., at 587 10, 277 P.3d at 784; Silving, 800 F. Supp. 2d at 1067-68

One of the primary purpose served by DEED OF TRUST is that it permits a NON-Judicial Foreclosure sale. Nothing More. Hogan 230 Ariz., 585,5,277p.3d at 782

In 2005 Steven Baker the Owner Agent stated He bought the Property for 182,000 and even got a second Mortgage to fix it up \$22,000 Inflating the Mortgage with nothing more then a CASH Back loan He then Sells the Property to Cammie with the Inflated amounts of his Loan he knew

The title agent Knew the Mortgage Corporation knew and Even Cammie's Relator knew Steven Baker took out a Cash Back Loan from Countrywide none of them had any intentions of paying back only to take from Cammie yet another Wire Transfer of \$57,000. To be distributed amongst them for doing what they were about to commit to do to Cammie for the Next 15 years.

However, Cammie Believes this was again Just a Cash Back Scheme to Rob the Bank of even more money.

No One paid Countrywide Bank Back, and they fell beyond existence.

Cervants V. Countrywide Home Loans Inc. 656 F. 3d, 1034, 1039 (9th Cir2011)

Jackson V. Mortgage Electronic Registrations Systems inc. 770 N.W. 2d 487,490 (S. Ct. MINN. 2009)

See also Robert E. Dordan , Mortgage Electronic Systems inc. (MERS) it's Recent Battles ad chance for a peaceful existence, 12(04.J Pub. Int. L. 177, 180-81 (2010)

"he was sentenced to a total of 252 Months imprisonment followed by a total of five years supervised Release (3:02-Cr-156 (Cr) Doc N0 1117

*United State v. Mclean, 131 Fed. Appx 34 (4th Cir 2005) In Mclean, the defendant was charged on 66 counts, one of which was "making and passing false mortgage notes to influence HUD in violation of 18 U.S.C 1010" mclean at *8*

United States V. Austin (1992) U.S. App (10thCir) (NOS 92-1046,92-1047) Mail Fraud, Wire Fraud, Making false Statements Fraud and Strawmen.

United States V. Bryson, 2004 U.S. App Lexis 9677 (7th Cir) This case large a Complex Used inflated appraisals and falsified income obtain loans on residence in excess of the true value, obtaining and misleading documentation.

United State v. Jaffe (2007) , 387 F. 3d 677 (7th Cir. 2004)

Defendant was charged with wire Fraud based on Inflated appraisals. Jaffe at 679. He was convicted of participating "in a scheme to defraud and to obtain money and Property...from the mortgage lender, National Lending Center, Inc.. by means of materially false and fraudulent pretenses, representations, promises and material omissions....Id. The Principle had a Scheme to trick mortgage lenders into financing sales of properties at greatly Inflated prices. Other things in this case defendant falsely represented that he had \$100k in personal property. The Wire aspect was satisfied by having money for the Down Payment wired to him. Mortgage Fraud Prosecuted Under 18 U.S.C. 1344 (2007) (Bank Fraud)

United States V. Hachel 227 F. 3d 857,858 (97th Cir 2000)

Obtained Mortgages inflated Mortgage based on False Appraisals for Cash Back Loans.

United State v. walsh, 75 F. 3d 1 (1st Cir 1996) The defendants and four co-defendants were charged with conspiracy, twenty-nine counts of bank fraud, and twenty-nine counts of making false statements. Walsh at 3. "The substance of the indictment was that [the defendant] carried out a scheme to defraud dime savings bank of New York by directing his employees to obtain 29 specific loans through use of deception

18 U.S.C. 1344 Aimed at Schemes to Defraud federally chartered or insured Financial Institution to obtain Property

(FFP) Fraud for Profit

“Industry Insider Fraud,”(Fraud For Profit)

Motive “Revolve Equity Falsely Inflate the Value of the Property.

Fraud Black’s Law- Dictionary 685 (8th ed. 2005) Is defined as a “Knowing Misrepresentation of the Material to induce another to act to his detriment”.

The Defendants in this case are Guilty of (FFP) and (FFH)

“Fraud for Profit.” And “Fraud For Housing)

10 U.S.C. 225 This title affects a Financial Institution , committed by at least 4 persons continuing acting in concert

18 U.S.C Subsection (a) The term Continuing acting in concert financial crimes enterprise means a series of violations under section 215,656,657,1005,1006,1007,1014,1032,1344

The Constitution State only one Command twice

The Fifth Amendment say’s to the Federal Government that

“No One Shall Be “Deprived of Life, Liberty or Property without Due Process of the Law.

The Fourteenth Amendment Ratified in 1868, Uses the same ELEVEN Words, Called Due Process Clause, to describe legal obligations of all States. These words have as their Central Promise an assurance that all Levels of American Government Must operate within the law ('Legality') and Provide fair Procedures.

The Law Promises that before depriving a Citizen of Life, Liberty, or Property, thus, it is not always enough for the Government just to act in accordance with whatever law there may happen to be.

Citizens may also be entitled to have the Government observe offer fir Procedures, whether or not those have been provided for in the Law on the basis of which it is ACTING.

Action Denying the Process that is "DUE" would be Unconstitutional.

A Violation of Cammie's Right to Property. And "Due Process of the LAW".

Cammie is Providing This U.S Supreme Court of Justice in the Appendix of the Writ of Certiorari evidence of all Statements made to this court that Cammie Believes to be true based on all the evidence Cammie is Providing to you and based on them Fact's Presented to this court for a Determination to Grant this Writ and protect The Owner the Rights to that Property in which proven by the Facts Presented the Property at 14923 W. Eveningstar Trl. In Surprise AZ 85374 Belongs to Cammie Marceaux and Should be Immediately returned. And the Damages to Cammie and Her family in this extremely Complex Case and as Colorful as it was and Confusing as it was made out to be should be Granted no less them 100 Million Dollars.

The facts Presented in **Appendix A** All Prior Courts Orders, Judgements, opinions and Memorandums.

Cammie Marceaux v. Tiffany and Bosco et at, Defendants

Cammie Marceaux v. Steven Baker. et at,. Defendants

The Facts Presented for this Court **Appendix B The "Expert Witness Report"** Based on the Trust Property at 14923 W. Eveningstar Tr. Surprise AZ 85374

The Assignment to U.S. Bank N.A. Conducted June 20, 2017 to Foreclose on Cammie's Property after they could not convey a Proper title to a full Price Buyer Cammie had due to close May 30, 2017 Cammie Lost her sale. Due to Unknown title issues. This Expert witness report explains in Detail what happens to Cammie for 13 years. The Robo Assignment to the Trust after the closing date and all the transaction this Investment Group that should have never been created has had done on this property.

The Facts Presented for this Court in **Appendix D** This Assignment Conducted June 20, 2017 Was an Illegally Assigned Mortgage Note and **VOID**.

See Expert Witness Report page no,17 eleven Years has passed prior to the note that was placed into the Adjustable Rate Mortgage Trust 2006-3

Depositor Credit Suisse First Boston Mortgage Securities Corp. is the only Rightful Party that can place assets into the trust pursuant to investor offering documents as specified above.

Page no. 18 and 19 Expert Witness Report. ROBO Signing Analysis and Findings. See also page no 41.

See **Appendix C** according to this Assignment of the Deed of Trust Transfer to U.S. Bank N.A. WAS an Illegally Assigned Mortgage Note to the trust in violation of the Pooling and Servicing Agreement on the Trust with a Closing Date of July 1, 2006.

That was Conducted on June 20, 2017

See **Appendix D** Suburban Mortgage Corporation Lead Cammie to Believe she had a Fannie Mac /Freddie Mac Government Loan Documents were used here. They were FAKE.

See **Appendix E** during in which time Cammie was in court against U.S. Bank N.A. And Wells Fargo this Trustee Barrett Daffin Frappier Turner & Engle, LLP Demand they are the Trustee and Representatives on my mortgage note for U.S. Bank National Association, as Trustee for Adjustable Rate Mortgage Trust 2006-3, Adjustable Rate Mortgage -Backed Pass -Through Certificates, Series 2006-3,
Party in interest in the captioned Proceedings of Stephen Joseph Zayler

See **Appendix F** Where the Subject Property was being sold to the Pubic by the Said Owner/ Agent Steven Baker. This listing was from 2006 notice the list price is no different then the VALUE the property has today. Cammie Paid for the Property \$57,000 Cash Wire Transfer to Suburban Mortgage paid off the Pool \$38,000 and paid for the Property 13 years then they stole the Property why we were in court and her Money and got a Judgement in their favor?

See **Appendix G** Tiffany and Bosco “ Lenard J Mc Donald” March 9th 2018 Non Judicial Sale Foreclosure that utilizes his Power to force Cammie to act based on his “Threats” that he was falsely and Neglectfully Foreclosing on Cammie based on a Trust for Wells Fargo on the

behalf of Note based on an illegal assignment of a Mortgage Note into the Trust in which he was foreclosing on Cammie.

Cammie has had more Lawyers on her then The Attorney General Ken Paxton of the State of Texas after this property and hiding the TRUST.

See Appendix H Joshua Zimmerman representing U.S. Bank N.A

Files with the court the sale Cammie was forced to do to the third-Party Investor F&F 3 LLC.

That the Attorney Utilizes to Further get his Client Dismissed from a Motion to reconsider the Expert Witness Report Cammie Provided to the court on a Motion to Reconsider the Defendants Dismissals.

See also Email Dated Aug 30, 2017 Cammie Replied to that email that day” I do not agree.”

“Gregory Marshall”, Wells Fargo Attorney Knowingly was participating in the Scheme Sends Cammie this Email wanting to Modify a Fraudulent LOAN in which Wells Fargo Never had or U.S. Bank N.A.? That is so illegal. Continue the Air Loan continue to hide the Liability Trust with a continued Promise to Cammie that when she is done, she will own TITLE?

No, she will not, and Gregory Marshall is guilty as all Get out in this Constructive Fraud. This email slams him in his little part to Hide the Liability Trust belonging to U.S.Bank N.A. in which his Law firm is also Representing. U.S. Bank N.A. Joshua Zimmermen. Cammie had already applied for and appealed the decision made by Wells Fargo modification Department twice. It was just another GAME they were playing to get Cammie to Believe in their scheme.

To continue to Defraud Cammie using her Property to do so. Cammie No LONGER BELIEVED.

See Appendix I Lawyers Title was deeply involved from the time Cammie Lost the sale of her Property she had a Full Price offer on May 13, 2017. Due to Close May 30, 2017.

Through the Use of the Foreclosure and the Threats by Michael Rivera their agent provided the Third Party investor F&F 3 LLC and for \$16,000 forces Cammie to sign over her rights to Title. They used threats on Cammie to get Cammie to sign over her Property rights based on an illegally conducted Foreclosure being conducted for them to Hide the Property and the Securities owed on the property so they continued the Crimes against Cammie to Take the Property and stole Cammie's Swimming POOL. Threats to Cammie's Credit Profile and offered Cammie \$16,000 or they were just going to Ruin her LIFE for Property?

See Appendix J Michael Rivera, Worked for Lawyers Title Agency Obviously had prior Knowledge of the Cammie Claim and Cammie's Property or how else would he know to contact "Cammie."?

Cammie told Michael the Property was not for sale. Many times, this man Contacted Cammie nonstop. IN the end Michael J Rivera Brought to Cammie's Attention that a Foreclosure was filled and the NON Judicial Sale was going to take place. Michael J Rivera told Cammie the only 3rd party investor for Lawyers Title that would buy the infected Property was F&F 3 LLC otherwise U.S.Bank N.A. Trustee Lenard J. McDonald would in fact charge her more fees and foreclosure fees that she would have nothing left. And face a Foreclosure on Cammie's Profile. So For \$16,000 Cammie signed in FRED TEXAS in Front of Judge JIM MORE the Notary on this document this Assignment being conducted that Cammie was Being forced to sign under duress that they were using and conducting an Illegally Conducted Foreclosure to steal her property that she was signing but not willfully. And Judge JIM MORE of FRED TEXAS would

testify to that. Cammie was Forced to sign over her rights to her Property from the same Investors that was stealing her money for 13 years on a property she could never own. They all worked together and they Used there agent Michael J Rivera to threaten Cammie with the Foreclosure to get her to sign over her rights to her Property for \$16,000.00

See **Appendix K** Cammie Lost her Sale May 13, 2017 **Kim Stembridge** was the BUYERS Title agent for Title Insurance See **page 1 of the K appendix** where Kim talks about only being able to be insured by Lawyers title agency. She refers Cammie to **“Susan Neff”** at Fidelity National Title Legal Department at Fidelity National Title Agency who then refers Cammie to **“John Gamm”** to handle the Title Claim Cammie Filled with **“Capital Title Agency”** documents also provide the Agent information from Cammie seller **“Paulette Davis”** who was deeply involved with helping Cammie be set up by the Buyer and the title Company to lose the sale and get her Renters out of the property so they could take easy possession of the property. Cammie Believes even the Purchase Contract with the Buyer from her Own agent was a **“FAKE”**.

In Conclusion Mortgage Fraud is a Very Complex Industrial Insiders White Collar Crime. Most often So Complex, So Confusing and So Colorful Even most State Justice Courts Judges do not understand it.

They do not understand the Complexity of a Trust Property and pooling and servicing agreements of a Trust property and The State Justices tend to believe in the power of Administrative Law and have Administrative Attorneys that go with the Administration. Regardless of the Facts Presented in the Case because them facts unless understood are then confusing facts and a Judge can easily be lead to believe one thing when truly the documents if

interpreted Correctly proved a very different outcome for the Petitioner had the real facts of the case been interpreted Correctly.

However, Cammie Believes the Lower Justice Court Don't understand the Securities ACT of 1934. And they do not understand Mortgage Fraud and how it all works together and it's so complex they tend to dismiss it and agree with the Administrative Lawyers and believe what they say without interpreting the evidence provided Correctly because they simple do not know how to interpret the Documents Provided and believe what they are told to believe by the Lawyers. That were able to convince them into believing what they say not what the actual Documents are Providing as proof that to what they are saying is not the truth at all.

It's Mortgage Fraud it's not meant to be understood if everyone understood it, the sniesters would not get away with it. Only the Federal Courts Understand it can recognize it and prosecute it under the Federal Laws that apply to it. Lower State Justices either do not understand it or just want to ignore it. Because as a Single mom and looking at the Documents Provided Could clearly interpret the evidence and apply the laws. As complex as it may seem it is right here in BLACK and WHITE.

The 14th Amendment States "Nor Shall any State deprive and person of Life, Liberty, or Property without Due process of the law; nor deny any person within its jurisdiction the equal Protection of the Laws.

The 5th Amendment of the United States Constitution includes a Provision known as the TAKING CLAUSE, which States that "Private Property [Shall Not be taken for public use, without just compensation. While the Fifth Amendment by itself only applies to actions by the federal Government, the 14th Amendment extends the takings Clause to actions by State and Local Government as well.

Reason for Granting the Writ for Certiorari

First of all, Federal laws were Violated under the Constitution Of the United States Cammie is Protected by them Laws.

In violation of, **“The Securities Exchange Act of 1934.”**

Clearly is in violation of Federal Law and are present in this Case.

Our Government to Deny Cammie equal protection of them Laws that only the Federal Government can enforce. Would be a Huge disappointment to the Public in Which it Stands.

The Laws of the Land in which it was set out to Protect belonging to the People of the United States under the Constitution of them Laws in which it was put in place to Protect and enforce them Laws that are a clear Violation of Federal Laws. It's of Extreme Importance of the Public for the common Good of the People it is our Duty to Protect them. When clearly a Violation of them Federal Laws Clearly have been Violated. The Federal Government has a Duty to Protect Cammie and her rights to her Property. Provide Equal Protection of them Federal Laws and Act for her where all Prior State Justice Courts have failed to act.

Her American Dream was stolen.

Not Granting Cammie them Equal Protections of them laws and grant a "DUE" Process when "DUE" Process is "DUE" Cammie has been denied in all other Prior State Justice Courts. Would be Unconstitutional under federal law.

Under Federal Laws Cammie has Rights. Them Rights have been violated and only the Federal Government can in fact Protect them Rights Under Federal Laws that were clearly Violated and only the Federal Government Can Protect Cammie and enforce them Laws that Clearly are a Violation of Federal Laws in which only this Court of Last Resort can in fact Enforce.

The Public has an interest in this case and the outcome for Cammie and the Rights to her Property and the outcome of the Crime Committed against her the right to know the people that committed the crimes against her have been punished under the Federal Laws in which they are clearly in violation of.

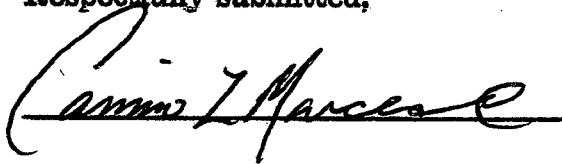
The Public has an extreme interest in the Outcome for Cammie as the Evidence clearly state a Violation of the Federal Laws in which only the Federal Government has the Power to Enforce.

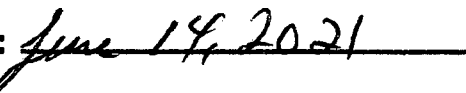
The Public needs to know we have a Justice System in place that will protect people and their Property under Federal LAWS.

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Camille L. Marceau", written over a horizontal line.

Date: A handwritten date "June 14, 2021" written in cursive script over a horizontal line.