

No. 21-52

In the
Supreme Court of the United States

EMMANUEL EDOKOBI,

Petitioner,

v.

TOYOTA MOTOR CREDIT CORPORATION;
SUNTRUST BANK,

Respondents.

On Petition for a Writ of Certiorari to the
United States Court of Appeals for the Fourth Circuit

REPLY BRIEF OF PETITIONER

EMMANUEL EDOKOBI
PETITIONER PRO SE
2005 STRATTON DRIVE
POTOMAC, MD 20854
(301) 793-2882
EEDOKOBI@YAHOO.COM

AUGUST 27, 2021

SUPREME COURT PRESS

♦ (888) 958-5705 ♦

BOSTON, MASSACHUSETTS

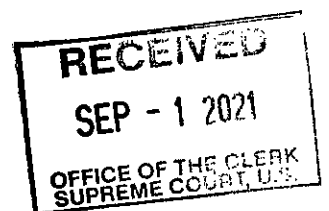


TABLE OF CONTENTS

	Page
TABLE OF AUTHORITIES	iv
REPLY BRIEF OF PETITIONER	1
1. Petitioner's Arguments No. 1:	1
2. Petitioner's Arguments No. 2:	2
3. Petitioner's Arguments No. 3:	2
4. Petitioner's Arguments No. 4:	4
5. Petitioner's Arguments No. 5:	4
6. Petitioner's Arguments No. 6:	5
7. Petitioner's Arguments No. 7:	6
8. Petitioner's Arguments No. 8:	6
REASONS FOR GRANTING THE PETITION	8
I. THE PETITION FOR WRIT OF CERTIORARI SHOULD BE GRANTED BECAUSE THE FOURTH CIRCUIT COURT OF APPEALS ERRED WHEN, IT DISMISSED PETITIONER'S APPEAL WITH- OUT CONSIDERING WHETHER; JUDGE GRIMM WAS JUDICIALLY DISABLED	8
II. THE PETITION FOR WRIT OF CERTIORARI SHOULD BE GRANTED BECAUSE JUDGE GRIMM WAS JUDICIALLY DISABLED TO HEAR CASE <i>EDOKOBI V. TOYOTA MOTOR CREDIT</i> <i>CORPORATION; ET AL</i> PURSUANT TO JUDICIAL DISABILITY ACT OF 1980, 28 U.S.C. §§ 351- 364 ("ACT")	9

TABLE OF CONTENTS – Continued

	Page
III. THE PETITION FOR WRIT OF CERTIORARI SHOULD BE GRANTED BECAUSE THE U.S. DISTRICT COURT ERRED IN GRANTING RESPONDENT SUNTRUST'S MOTION FOR SUMMARY JUDGMENT (ECF No.65)	10
IV. THE PETITION FOR WRIT OF CERTIORARI SHOULD BE GRANTED BECAUSE THE U.S. DISTRICT COURT ERRED IN GRANTING RESPONDENT TMCC'S MOTION FOR SUMMARY JUDGMENT ECF No.66	10
V. THE PETITION FOR WRIT OF CERTIORARI SHOULD BE GRANTED BECAUSE U.S. DISTRICT COURT ERRED IN DENYING AS MOOT ECF No.39.....	12
VI. THE PETITION FOR WRIT OF CERTIORARI SHOULD BE GRANTED BECAUSE THE FOURTH CIRCUIT COURT IGNORED PETITIONER'S CLAIMS THAT JUDGE GRIMM TREATED PETITIONER WITH ANIMOSITY	13
VII. THE PETITION FOR WRIT OF CERTIORARI SHOULD BE GRANTED BECAUSE TOYOTA MOTOR CREDIT CORPORATION ERRED BY THREATENING PETITIONER.....	14

TABLE OF CONTENTS – Continued

Page

**REPLY APPENDIX
TABLE OF CONTENTS**

Petitioner's Motion for Leave of the Court to File Response to TMCC and SunTrust (April 22, 2019).....	1a
Letter Order Denying Motion for Leave of the Court to File Response (April 23, 2019)	4a
Credit Control LLC Letter Received From SunTrust Bank (November 9, 2018)	7a
Credit Control LLC Letter Received From SunTrust Bank (January 18, 2019).....	9a
Letter from Associated Credit Services., Inc. (February 1, 2019).....	11a
Letter from Emmanuel P. Edokobi (August 3, 2021)	13a
A Copy of TMCC's Letter (July 26, 2021).....	16a
Letter from Emmanuel P. Edokobi (August 11, 2021)	18a
Letter from Holland & Knight (August 9, 2021)	20a
AT&T Bill Payment Rejected by SunTrust Bank (September 13, 2016)	22a

TABLE OF AUTHORITIES

	Page
CASES	
<i>Allen v. Dackman</i> , 991 A.2d 1216 (2010).....	13
<i>General Tire & Rubber Co. v. Watkins</i> , 331 F.2d 192 (4th Cir. 1964)	13
<i>Hauk v. LVNV Funding, LLC</i> , 2010 U.S. Dist. LEXIS 117834 (D. Md. Nov. 5, 2010).....	13
<i>Presley v. City of Charlottesville</i> , 464 F.3d 480 (4th Cir. 2006)	11
<i>Scheuer v. Rhodes</i> , 416 U.S. 232, 94 S.Ct. 1683 (1974)	13
<i>U.S. v. Will</i> , 449 U.S. 200, 101 S.Ct. 471, 66 L.Ed.2d 392 (1980)	13
<i>Williams v. Lendmark Fin. Servs.</i> , No. 15-1976, 2016 U.S. App. LEXIS 12597 (4th Cir. July 8, 2016)	11
STATUTES	
28 U.S.C. § 455(a)	8, 9
28 U.S.C. § 455(B)(1)	8
28 U.S.C. §§ 351-364.....	9

TABLE OF AUTHORITIES – Continued
Page

JUDICIAL RULES

Fed. R. Civ. P. 8(c)	13
Sup. Ct. R. 12.3	1
Sup. Ct. R. 15.3	1
Sup. Ct. R. 29.6	1



REPLY BRIEF OF PETITIONER

1. Petitioner's Arguments No. 1:

The Supreme Court's NOTICE Pursuant to Rule 12.3 was Promptly Given To All Parties Regarding Petition No. 21-52.

Petitioner argues that Toyota Motor Credit Corporation ("TMCC") Did Not Respond to A Writ of Certiorari neither filed a Waiver pursuant to Rule 12.3 that a petition for a writ of certiorari in the above-entitled case was filed in the Supreme Court of the United States on July 9, 2021 and placed on the docket July 14, 2021. Pursuant to Rule 15.3, the due date for a brief in opposition is Friday, August 13, 2021.

Petitioner argues that TMCC Did Not File It's; I DO NOT INTEND TO FILE A RESPONSE To The Petition For A Writ Of Certiorari Unless One Is Requested By The Court.

The Supreme Court's' WAIVER Was Sent Promptly To All Parties.

Petitioner argues that Petitioner Did Not Receive A Completed Copy of Supreme Court's WAIVER from TMCC for Petition No. 21-52.

Petitioner argues that TMCC Did Not File It's; Corporate Disclosure Statement Pursuant to Supreme Court Rule 29.6 for Petition No. 21-52.

Petitioner Respectfully Urges Supreme Court to Grant Petition for A Writ of Certiorari Because Supreme Court Has Provided All Parties Opportunity

to Present their Case and TMCC Chooses to Ignore to Present Its Own Case for Petition No. 21-52.

2. Petitioner's Arguments No. 2:

Judge Grimm's Preamble of MEMORANDUM OPINION AND ORDER Says, "Emmanuel Edokobi brought this suit against Toyota Motor Credit Corporation and SunTrust Bank regarding two contested payments of \$536.34 ECF No. 98 at 1",

Petitioner argues that Judge Grimm's Preamble Was Incorrect because the total of two contested payments of \$536.34 is \$1,072.68.

Respondent's Opposition Preamble Says, "QUESTIONS PRESENTED This case arises out of a dispute between Petitioner and Respondents regarding a \$536.34 Respondent at 1.

Petitioner argues that Respondent's Preamble Was Incorrect because Respondent in ECF No. 31 at page 6 "Admitted Averments (in the Bill of Complaint) of Paragraph 40 are admitted in part and denied in part. SunTrust admits that \$536.34 was electronically debited from the SunTrust Checking Account and paid to Toyota Financial on September 26, 2017, and that \$536.34 was debited from the SunTrust Checking Account and paid to Toyota Financial on June 27, 2018". ECF No. 31 at page 6. ECF No. 2 at page 6.

3. Petitioner's Arguments No. 3:

Petitioner argues that Respondent emphasizes repeatedly (at 1-8) those Falsehoods that Respondent and Judge Grimm Relied On Without Providing Information That, On March 10, 2016; Petitioner and Mr. Joseph Hartlove ("HARTLOVE"), SunTrust Bank Area Branch Manager Reached An Agreement That;

Petitioner's SunTrust Personal Checking Account Number Ending-7206 SHOULD BE DOWNGRADED; Because, Petitioner's Direct Deposit Had Stopped Coming Into The Account; Because Petitioner No Long Works Due To Medical Conditions. Petitioner at 4-6. ECF No. 39 at 2-3. ECF No. 78 at 1-2.

Petitioner argues that Respondent DID NOT CONTEST That Petitioner Visited Mr. Hartlove At His Office On March 10, 2016, And Respondent DID NOT CONTEST That, Both Petitioner and Mr. Hartlove Reached Agreements On These Issues Briefly Described Hereunder:

- (1) DOWNGRADING Petitioner's SunTrust Bank Personal Checking Account Number Ending-7206 Because, Petitioner's Direct Deposit Had Stopped Coming Into The Account, Because Petitioner No Long Works Due To Medical Conditions.
- (2) NO CREDITS Should Be Extended To Petitioner's Downgraded SunTrust Bank Personal Checking Account Number Ending-7206 Without Petitioner's Approval.
- (3) SunTrust Bank Would Be Charging \$10.00 Each Month for the Maintenance of Petitioner's Downgraded Personal Checking Account Number Ending-7206.
- (4) There Would Be No Minimum Or Maximum Amount Requirement To Be Kept In Petitioner's Downgraded SunTrust Personal Checking Account Number Ending-7206.

Petitioner argues that Respondent (at 3, 5) Had Implemented the Agreement by Charging A \$10.00 Maintenance Fee to the Account.

Petitioner argues that Respondent On September 13, 2016 Implemented the Agreement by Rejecting To Pay Petitioner's AT&T BILL PAYMENT in the amount of \$311.57 which was Posted to Petitioner's Account on September 9, 2016, Pursuant to March 10, 2016 Agreement. A Copy of AT&T BILL PAYMENT (Res.App.22a).

4. Petitioner's Arguments No. 4:

Petitioner argues that March 10, 2016 Agreement Prevents Respondent and Its Representatives from Extending Credits of Any Amount to Petitioner's Account because Petitioner's Account Had Been Downgraded ECF No. 78 at pages 1-2. ECF No. 39 at 2-3.

Petitioner argues that March 10, 2016 Agreement Supersedes all other Respondent's Previous Agreements with Petitioner because, Petitioner Lifestyle Has Completely Changed Due to Medical Condition and Petitioner's Account Had Been Downgraded ECF No. 78 at pages 1-2.

5. Petitioner's Arguments No. 5:

Respondent (at 3) falsely claims "Petitioner allowed the average daily balance to fall below the minimum amount required to avoid a fee. ECF 65-2 at ¶ 6"

Petitioner argues that March 10, 2016 Agreement Does Not Require That "There Would Be No Minimum Or Maximum Amount Requirement To Be Kept In Petitioner's Downgraded SunTrust Personal Checking Account Number Ending-7206. Petitioner at 6. ECF No. 39 at 2-3.

6. Petitioner's Arguments No. 6:

Respondent (at 5) falsely claims "the Account Statement for the time period 07/27/2018 through 09/25/2018 shows that SunTrust refunded two overdraft fees".

Petitioner argues that Respondent DID NOT PROVIDE NOTICE TO PETITIONER About the Refunding of Those Two Overdrafts Charges; And Petitioner Does Not Have Access to Petitioner's Account; Because, Petitioner's Account Had Been Closed On August 3, 2018. Petitioner argues that It Was Absolutely Impossible for Respondent SunTrust to Provide to Petitioner the Opportunity to Review His Account on September 25, 2018, Which Was Forty-five (45) Days After Respondent Closed Petitioner's Account on August 3, 2018.

Respondent (at 5) falsely claims "the Account Statement showing the Account closing and the overdraft balance of \$450.19 was made available electronically for Petitioner's review On September 25, 2018. ECF 65-2 at ¶ 20.

Petitioner argues that Respondent DID NOT MAKE AVAILABLE NEGATIVE BALANCE OF \$450.19 FOR PETITIONER'S REVIEW ON SEPTEMBER 25, 2018, because; Petitioner Does Not Have Access to Petitioner's SunTrust Account Because; Petitioner's Account Had Been Closed by SunTrust on August 3, 2018. Petitioner Argues That; It Was Absolutely Impossible for Respondent to Provide to Petitioner the Opportunity to Review His Petitioner's Account on September 25, 2018; Which Was Forty-five (45) Days After Respondent Closed on August 3, 2018.

7. Petitioner's Arguments No. 7:

Respondent (at 5) claims "On 8/15/2018, one day after the telephone call, SunTrust's Fraud Assistance Center sent Petitioner a letter stating that it was again denying his claim. ECF 65-2 at ¶ 18; ECF 65-11".

Petitioner argues that Correct Account of Teleconference that took place on August 14, 2018 between SunTrust's Representative and TMCC's Representative and Petitioner Was Reproduced Verbatim by Petitioner in ECF 78 at page 18.

8. Petitioner's Arguments No. 8:

Respondent (at 5) Claims, "Petitioner did not deposit the \$536.34 TMCC refund check into the SunTrust Account. ECF 65-2 at ¶ 19".

Petitioner argues that Respondent Prevented Petitioner from Depositing TMCC's Check into His Account as recorded in the Bill of Complaint ECF No. 2 at page 8.

Petitioner argues that Respondent Prevented Petitioner from Depositing TMCC's Check into His Account because Respondent was shopping for Collection Agency that would go after Petitioner and this claim is substantiated by A Letter Dated November 9, 2018 which Respondent Sent to CREDIT CONTROL LLC and this Letter was made available to Petitioner during Documents Product. A Copy of Respondent's Letter to Credit Control LCC. (Reply.App.7a).

Petitioner argues that Respondent Prevented Petitioner from Depositing TMCC's Check into His Account because On Monday November 5, 2018 Petitioner went to SunTrust to Deposit Check in the Amount of

\$536.34 into Petitioner's Account and Respondent Rejected the Check.

Petitioner argues that On November 9, 2018 Respondent Sent Petitioner's Account for Collection and those Days and Dates that Petitioner went to SunTrust to Deposit the Check are recorded in the Motion to Compel Respondent to Accept TMCC's Check in the Amount of \$536.34 (Reply.App.7a, Petitioner at 18).

Petitioner argues that Respondent Prevented Petitioner from Depositing TMCC's Check into His Account because Respondent was shopping for Collection Agency that would go after Petitioner and this claim is substantiated by A Letter Dated February 1, 2019 That Petitioner Received from ASSOCIATED CREDIT SERVICES, INC., ("ACS").

Petitioner argues that ACS's Agents Were Calling Petitioner with Different Phone Numbers at Different Times and Petitioner's Life was in Turmoil for which Petitioner had to file a Legal action against Respondent and ACS; Case Pending on Appeal No. 20-1796, Styled: *Emmanuel Edokobi v. SunTrust Bank*. A Copy of Respondent's Letter to ACS. (Reply.App.7a).

Petitioner argues that Respondent's New Admission in the Transcript of February 12, 2020 Conference Hearing That; \$440.19 Was Refunded to Appellant Prohibits SunTrust From Using \$440.19 As A Base to Seek to Recover \$450.19. (Reply.App.7a).



REASONS FOR GRANTING THE PETITION

I. THE PETITION FOR WRIT OF CERTIORARI SHOULD BE GRANTED BECAUSE THE FOURTH CIRCUIT COURT OF APPEALS ERRED WHEN, IT DISMISSED PETITIONER'S APPEAL WITHOUT CONSIDERING WHETHER; JUDGE GRIMM WAS JUDICIALLY DISABLED

Petitioner's Arguments for Petition No 1:

Petitioner argues that Fourth Circuit By Its Unpublished Opinion Ignores To Determine Whether Judge Grimm Was Judicially Disabled Under § 455(B) (1) To Hear Civil Case *Edokobi v. Toyota Motor Credit Corporation et al*; Due to Petitioner's Civil Action Against Judge Grimm, Styled; *Emmanuel Edokobi v. Paul Grimm*.

Petitioner Urges the Supreme Court to Grant Petition for A Writ of Certiorari Because, Fourth Circuit By Its Unpublished Opinion Ignores to Address the Issue that Judge Grimm's Impartiality Is Questioned; Under § 455(a); Because, Judge Grimm Sees Petitioner As A Troublemaker For Which Judge Grimm Imposed Prefiling Injunction Against Petitioner And Judge Grimm Has REFUSED to Issue His FINAL ORDER in the Prefiling Injunction Against Petitioner. In The Petitioner's Case Style: *Edokobi v. M & M Mortgage Services Inc., Juan Gonzalez; Mortgage Specialist, Inc., And It Is Now Over Five (5) Years*.

II. THE PETITION FOR WRIT OF CERTIORARI SHOULD BE GRANTED BECAUSE JUDGE GRIMM WAS JUDICIALLY DISABLED TO HEAR CASE *EDOKOBI V. TOYOTA MOTOR CREDIT CORPORATION; ET AL* PURSUANT TO JUDICIAL DISABILITY ACT OF 1980, 28 U.S.C. §§ 351-364 ("ACT")

Petitioner's Arguments for Petition No 2:

Petitioner argues that Respondent's Response to Petition for A Writ of Certiorari No. 2 is Vague and Fails to Address the Issue that Judge Grimm CANNOT IN GOOD CONSCIENCE PROVIDE AN UNBIASED DECISION in the *Edokobi v. Toyota Motor Credit Corporation et al*; Due to Petitioner's Action Against Judge Grimm, styled; *Emmanuel Edokobi v. Paul Grimm* and Judge Grimm's Impartiality Is Questioned; Under § 455(a) As A Result of Petitioner's Action Against Judge Grimm.

Petitioner argues that Respondent's Response to Petition for A Writ of Certiorari No. 2 is Vague and Fails to Address the Issue that Judge Grimm Was Judicially Disabled to Hear Case *Edokobi v. Toyota Motor Credit Corporation et al*, Because Judge Grimm Was Biased Towards Petitioner For Which Judge Grimm In His LETTER ORDER ECF No. 42 Made Numerous "Threats To Petitioner: "On How To Dismiss Petitioner's Case With Prejudice" And On How To Impose Court Fines On Petitioner And Judge Grimm Has Carried Out His Threats By Dismissing Petitioner's Case *Edokobi v. Toyota Motor Credit Corporation et al*; With Prejudice; And Imposed Costs Fines On Petitioner.

III. THE PETITION FOR WRIT OF CERTIORARI SHOULD BE GRANTED BECAUSE THE U.S. DISTRICT COURT ERRED IN GRANTING RESPONDENT SUNTRUST'S MOTION FOR SUMMARY JUDGMENT (ECF NO.65)

Petitioner's Arguments for Petition No 3:

Petitioner argues that Petitioner Has Provided Resounding Arguments to Deflect Those Respondent's Falsehoods Statements (at 1-8) which Judge Grimm Relied on to grant Respondent's Motion for Summary Judgment ECF No. 65 and those numerous Falsehoods have been Unmasked and discussed in Petitioner's Arguments 2 to 8 Above.

Petitioner argues that Petitioner Has Provided Resounding Arguments 2 to 8 Above by which Petitioner Deflected and Unmasked Those Respondent's Falsehoods Statements (at 1-8) on which Judge Grimm Based His Memorandum and Order ECF No. 98.

IV. THE PETITION FOR WRIT OF CERTIORARI SHOULD BE GRANTED BECAUSE THE U.S. DISTRICT COURT ERRED IN GRANTING RESPONDENT TMCC'S MOTION FOR SUMMARY JUDGMENT ECF No.66

Petitioner's Arguments for Petition No 4:

Petitioner argues that Judge Grimm Erred In Dismissing Petitioner's Complaint In Counts 1 through 7, 14, 15, 21 and 22 Against TMCC Without Addressing Complaint That TMCC Violated Maryland's Credit Grantor Closed End Credit Provisions (CLEC) And The Promissory Note By Taking Monthly Payments In Excess Of The Predetermined Amount In The Note; And Plaintiff's Claims Are Supported By These Cases Mentioned Briefly Herein; Williams v. Lendmark

Fin. Servs., No. 15-1976, 2016 U.S. App. LEXIS 12597 (4th Cir. July 8, 2016); *Presley v. City of Charlottesville*, 464 F.3d 480, 483 (4th Cir. 2006), ECF No. 78 Pages 1-18.

Petitioner argues that TMCC Took Five (5) Different Amounts of Money At Different Times From Petitioner's Account Without Petitioner's Authorization And Those Amounts Are Listed Hereunder:

1. On June 27, 2017, TMCC Took \$536.34 From Petitioner's Account And Petitioner Did Not Authorize Respondent TMCC To Take \$536.34 From Petitioner's Account On June 27, 2017, Because Petitioner Had Already Paid Petitioner's Car Note In The Amount Of \$268.17 To TMCC On June 27, 2017.
2. On September 26, 2017, TMCC Took \$536.34 From Petitioner's Account And Petitioner Did Not Authorize Respondent TMCC To Take \$536.34 From Petitioner's Account On September 26, 2017, Because Petitioner Had Already Paid Petitioner's Car Note In The Amount Of \$268.17 To TMCC On September 26, 2017.
3. On June 27, 2018, TMCC Took \$536.34 From Petitioner's Account Number And Petitioner Did Not Authorize Respondent TMCC To Take \$536.34 From Petitioner's Account on June 27, 2018; Because Petitioner Had Already Paid Petitioner's Car Note In The Amount Of \$268.17 To TMCC On June 27, 2018.
4. On May 23, 2018, TMCC Took \$336.51 From Petitioner's Account Number on May 23,

2018, And Petitioner Did Not Authorize Respondent TMCC To Take \$336.51 From Petitioner's Account On May 23, 2018; Because Petitioner Had Already Paid Petitioner's Car Note In The Amount Of \$268.17 To TMCC On May 23, 2018.

5. On February 5, 2018, TMCC Took \$276.71 From Petitioner's Account Number And Petitioner Did Not Authorize Respondent TMCC To Take \$276.71 From Petitioner's Account On February 5, 2018; Because Petitioner Had Already Paid Petitioner's Car Note In The Amount Of \$268.17 To TMCC On February 5, 2018.

Petitioner argues that Between the Months of June 27, 2017, and February and Through July 31, 2018, that, TMCC To Take \$2,222.24 From Petitioner's Account Without Petitioner's Authorization And Those Amounts of Money Were Taken At Different Times After Petitioner Had Paid His Car Note In The Amount Of \$268.17 To TMCC And TMCC Did Not Deny Taking Those Different Amounts of Money at Different Times from Petitioner's Account Without Petitioner's Authorization

V. THE PETITION FOR WRIT OF CERTIORARI SHOULD BE GRANTED BECAUSE U.S. DISTRICT COURT ERRED IN DENYING AS MOOT ECF No.39

Petitioner's Arguments for Petition No 5:

Petitioner argues that District Court Did Not Resolve The Issue Of Lack Of Subject-Matter Jurisdiction; For Which District Court Lacks The Jurisdiction To Hear Respondent's Counterclaim for Breach of Con-

tract Of \$450.19; Wherefore; U.S. District Court's Order Granting Respondent's Counterclaim for Breach of Contract Of \$450.19; IS NULL AND VOID; Pursuant to the U.S. Supreme Court Decisions, in *Scheuer v. Rhodes*, 416 U.S. 232, 94 S.Ct. 1683, 1687 (1974); and *U.S. v. Will*, 449 U.S. 200, 216, 101 S.Ct. 471, 66 L.Ed. 2d 392, 406 (1980).

Petitioner argues that Judge Grimm Erred in Granting SunTrust's Counterclaim Because, Petitioner Has Asserted Affirmative Defense of Fraud; And Respondent's Counterclaim Was Barred by Fraud, because Petitioner's Account DOES NOT QUALIFIED FOR SUCH CREDITS And Affirmative Defense of Contributory Negligence Pursuant to Fed. R. Civ. P. Rule 8(c).

Petitioner argues that Attorney Egeli Is Not Licensed to Recover This Type of Debit in the State of Maryland. (See *Hauk v. LVNV Funding, LLC*, 2010 U.S. Dist. LEXIS 117834, at *11 (D. Md. Nov. 5, 2010), *Allen v. Dackman*, 991 A.2d, *General Tire & Rubber Co. v. Watkins*, 331 F.2d 192 (4th Cir. 1964).

VI. THE PETITION FOR WRIT OF CERTIORARI SHOULD BE GRANTED BECAUSE THE FOURTH CIRCUIT COURT IGNORED PETITIONER'S CLAIMS THAT JUDGE GRIMM TREATED PETITIONER WITH ANIMOSITY

Petitioner's Arguments for Petition No 6:

Petitioner argues that Judge Grimm's LETTER ORDER ECF No. 29 EXPOSES Judge Grimm Treatment of Petitioner with Animosity; Because Judge Grimm Accepted Respondent's Answer ECF No. 7 and TMCC's Answer ECF No. 8 And Those Respondent

and TMCC Answers DID NOT COMPLY With the Pre-Motion Procedure That Judge Grimm Outlined On January 29, 2019, Letter Order EEF No. 6.

Petitioner argues that Judge Grimm's LETTER ORDER ECF No. 37 EXPOSES Judge Grimm Treatment of Petitioner with Animosity because Judge Grimm Denied Petitioner's Motion ECF No. 36 by which Petitioner Sought the Leave of the Court to File a Response to Respondent Amended Answers to Complaint ECF No. 31. A Copy of ECF No. 36 (Reply. App.4a). A Copy of ECF No. 37 (Reply.App.1a).

Petitioner argues that Judge Grimm's LETTER ORDER ECF No. 37 EXPOSES Judge Grimm Treatment of Petitioner with Animosity because Judge Grimm Denied Petitioner's Motion ECF No. 36 by which Petitioner Sought the Leave of the Court to File a Response to Respondent Amended Answers to Complaint ECF No. 31. A Copy of ECF No. (Reply.App.1a, Reply.App.4a).

VII. THE PETITION FOR WRIT OF CERTIORARI SHOULD BE GRANTED BECAUSE TOYOTA MOTOR CREDIT CORPORATION ERRED BY THREATENING PETITIONER

Petitioner's Arguments for Petition No. 7:

Petitioner argues that TMCC's Threats To Repossess of Petitioner's Nissan Altima 2014; are serious because on July 26, 2021 Petitioner received a Letter from TMCC which Falsely Claims That Petitioner Had Requested That TMCC Stop Communications with Petitioner. A copy of TMCC's Letter of July 26, 2021 (Reply.App.16a).

Petitioner argues that, on August 3, 2021 Petitioner Responded by Refuting TMCC's False Claims. A Copy of August 3, 2021. (Reply.App.13a).

Petitioner argues that on August 9, 2021 Petitioner Received a Letter from TMCC's Attorney which Confirms TMCC's False Claims in TMCC's Letter of July 26, 2021. A Copy of Holland & Knight's Letter (Reply.App.16a).

Petitioner argues that on August 11, 2021 Petitioner Responded Holland & Knight's Letter. A Copy of August 11, 2021. (Reply.App.18a).

Respectfully submitted,

EMMANUEL EDOKOBI
PETITIONER PRO SE
2005 STRATTON DRIVE
POTOMAC, MD 20854
(301) 793-2882
EEDOKOBI@YAHOO.COM

AUGUST 27, 2021

REPLY BRIEF
APPENDIX TABLE OF CONTENTS

Petitioner's Motion for Leave of the Court to File Response to TMCC and SunTrust (April 22, 2019)	1a
Letter Order Denying Motion for Leave of the Court to File Response (April 23, 2019)	4a
Credit Control LLC Letter Received From SunTrust Bank (November 9, 2018)	7a
Credit Control LLC Letter Received From SunTrust Bank (January 18, 2019)	9a
Letter from Associated Credit Services., Inc. (February 1, 2019)	11a
Letter from Emmanuel P. Edokobi (August 3, 2021)	13a
A Copy of TMCC's Letter (July 26, 2021)	16a
Letter from Emmanuel P. Edokobi (August 11, 2021)	18a
Letter from Holland & Knight (August 9, 2021)	20a
AT&T Bill Payment Rejected by SunTrust Bank (September 13, 2016)	22a

**PETITIONER'S MOTION FOR LEAVE
OF THE COURT TO FILE RESPONSE TO
TMCC AND SUNTRUST
(APRIL 22, 2019)**

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
SOUTHERN DIVISION

EMMANUEL EDOKOBI,

Plaintiff,

v.

TOYOTA MOTOR CREDIT CORPORATION
ET AL.,

Defendants.

Case No.: 8:19-CV-00248-PWG

**PLAINTIFF EMMANUEL EDOKOBI BY
HIMSELF AS A PRO SE ("PLAINTIFF") FILES
A MOTION FOR LEAVE OF THE COURT TO
FILE RESPONSES TO AMENDED ANSWER OF
TOYOTA MOTOR CREDIT CORPORATION
("TMCC") AND AMENDED ANSWER OF
SUNTRUST BANK ("SUNTRUST") FOR CASE
NO. 8:19-CV-00248-PWG**

Plaintiff. Emmanuel Edokobi By Himself as a
pro se ("Plaintiff") files a Motion for Leave of the Court

Reply.App.2a

to file Responses to Amended Answer of Toyota Motor Credit Corporation ("TMCC") and Amended Answer of SunTrust Bank ("SUNTRUST") for Civil Case No. 8:19-CV-00248-PWG and Plaintiff for good cause asserts hereunder as follows:

1. Plaintiff seeks Leave of the Court to file Respond to Amended Answer of TMCC filed in (ECF No. 30) of Civil Case 8:19-cv-00248-PWG.

2. Plaintiff seeks Leave of the Court to file Respond to Amended Answer of SunTrust Bank filed in (ECF No. 31) of Civil Case No. 8:19-cv-00248-PWG.

3. Plaintiff seeks Leave of the Court to file Responses to Amended Answers of TMCC and SunTrust because, Plaintiff has been waiting to receive Court Order that will enable Plaintiff to file; Plaintiff's Responses to Amended Answers of TMCC and SunTrust.

4. Plaintiff seeks Leave of the Court to file Responses to Amended Answers of TMCC and SunTrust because Judge Grimm's Letter Order Dated March 20, 2019 did not provide date on when Plaintiff should file Responses to Amended Answers of TMCC and SunTrust.

5. Plaintiff seeks Leave of the Court to file Responses to Amended Answers of TMCC and SunTrust because; Plaintiff did not receive information from Clerk of the Court [Felicia C. Cannon], regarding the due date for Plaintiff's Responses to Amended Answers of TMCC and SunTrust,

6. Plaintiff seeks Leave of the Court to file Responses to Amended Answers of TMCC and SunTrust because, Plaintiff is required to provide Plaintiff's Responses to Amended Answers of TMCC and SunTrust

and that; Plaintiff Does Not Want Judge Grimm to Reject Plaintiff's Response as Judge Grimm had done with the Plaintiff's Response to SunTrust's Counter-claim.

7. Plaintiff seeks Leave of the Court to file Responses to Amended Answers of TMCC and SunTrust because, Judge Grimm Allowed SunTrust to file Counter-claim against Plaintiff Without Seeking Leave of the Court before filing the Counter-claim.

8. Plaintiff seeks Leave of the Court to file Responses to Amended Answers of TMCC and SunTrust because, there was no reason for Judge to Allow SunTrust to file Counterclaim against Plaintiff Without Seeking Leave of the Court and that; Judge Grimm could not accept Plaintiff's Response to SunTrust's Counterclaim.

9. Wherefore, the foregoing considered, Plaintiff requests for permission of the Court to file Responses to Amended Answers of TMCC and SunTrust.

Respectfully Submitted,

/s/ Emmanuel Edokobi

Pro Se

2005 Stratton Drive

Potomac, Maryland 20854

Telephone Cell: 301-793-2882

E-mail: emmanuel2040@gmail.com

**LETTER ORDER DENYING MOTION FOR
LEAVE OF THE COURT TO FILE RESPONSE
(APRIL 23, 2019)**

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

RE: Edokobi v. Toyota Motor Credit Corp. et al.
8:19-cv-00248-PWG

Dear Counsel and Mr. Edokobi:

Plaintiff Emmanuel Edokobi has filed a motion for leave to file “responses” to the amended answers that Defendants Toyota Motor Credit Corp. and Sun-Trust Bank recently filed in compliance with this Court’s March 20, 2019 letter order. ECF No. 36.

I will discuss the merits of Plaintiff’s motion momentarily. First, though, I remind Plaintiff yet again that I expect full compliance with my January 29, 2019 letter order regarding the filing of motions. As I have previously noted, the letter order requires any party wishing to file a motion to first serve on all parties and file with the Court a letter of no more than three pages, single spaced, describing the planned motion and briefly summarizing the factual and legal support for it. ECF No. 6. Plaintiff’s filing, while less than three pages, is not a pre-motion letter – it is a motion. I have excused Plaintiff’s noncompliance with the Court’s pre-motion procedure in the past, *see* ECF No. 29, and I will do so again now, but I caution Plaintiff that his continued failure to strictly comply with orders of this Court may subject him to sanctions for contempt.

With that said, I turn to the merits of Plaintiff's motion. A reply to an answer is an uncommon pleading and is permitted only "if the court orders one." Fed. R. Civ. P. 7(a)(7); see *Garner v. Morales*, 237 F.R.D. 399, 400 (S.D. Tex. 2006). One reason they are often thought to be unnecessary is that the Federal Rules of Civil Procedure require courts to treat allegations raised in an answer as though they had been denied. See Fed. R. Civ. P. 8(b)(6). Courts also recognize that weaknesses or inconsistencies in the defense's case are likely to be revealed in pretrial discovery—a process that, I note, has already commenced in this case. See *Johnson v. Balt. City Police Dep't*, No. WDQ-12-646, 2013 WL 1833021 *3 (D. Md. Apr. 30, 2013).

Plaintiff has not persuaded me that a reply to Defendants' answers would help secure a just, speedy, and inexpensive resolution of this case. I am therefore denying his request.

Separately, I note that one of the reasons Plaintiff cites as a reason to allow the reply is that he "does not want Judge Grimm to reject Plaintiff's response as Judge Grimm had done with the Plaintiff's response to SunTrust's Counter-claim." ECF No. 36. Although Plaintiff appears to be confused about the difference between a "response" and an "answer," his statement suggests to me that he intended to file an answer to SunTrust's counterclaim. The Federal Rules require a party to serve an answer to a counterclaim "within 21 days after being served with the pleading that states the counterclaim." Fed. R. Civ. P. 12(a)(1)(B). That time has now passed. Recognizing, though, that Plaintiff is unrepresented by counsel and that he is apparently under the impression that he did attempt

Reply.App.6a

to comply with the rule, I am extending the deadline to May 14, 2019. Plaintiff will have until that date to file an answer to SunTrust's counterclaim. His answer must comply with Rule 8(b) and must admit or deny the allegations in SunTrust's counterclaim (ECF No. 15).

Although informal, this is an Order of the Court and shall be docketed as such.

Sincerely,

/s/

Paul W. Grimm

United States District Judge

Reply.App.7a

**CREDIT CONTROL LLC LETTER
RECEIVED FROM SUNTRUST BANK
(NOVEMBER 9, 2018)**

CREDIT CONTROL, LLC
PO Box 34111
Memphis TN 38184-0111

Emmanuel P. Edokobi
2005 Stratton Dr
Potomac, MD 20854-6137

Date: November 9, 2018
CC Account#: 14229395
Balance Due: \$480.19

Current Creditor Name: SUNTRUST BANK INC Principal Balance: \$440.19 Fees: \$40.00 Total Due: \$480.19 CC Account#: 14229395 Current Creditor Account#: XXXXXXXXXX7206

The above referenced delinquent account has been placed with this office for collection. As of the date of this letter, you owe \$480.19. For further information, write the undersigned or call (800)-829-7750.

Secure online access to your account placed with Credit Control, LLC for collection is now available. Online account access will allow you to view your balance, see your last payment amount and self-manage resolution of this debt

To pay online go to the secure login payments2.credit-control.com where you can enter your personalized username and password. If you have not yet created your username login ID and password,

Reply.App.8a

click the New User link located on the login page and enter the information required to create your online account. Also, be sure to use your private access code provided here when managing your account Your access code is: 1.8267421.461 Your Credit Control, LLC # is: D-1-14229395

This does not offset your rights as set forth below.

This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

Unless you, within 30 days after receipt of this notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by this office. If you notify this office in writing within the 30-day period that the debt, or any portion thereof, is disputed, this office will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to you by this office. Upon your written request within the 30-day period, this office will provide you with the name and address of the original creditor, if different from the current creditor.

**CREDIT CONTROL LLC LETTER
RECEIVED FROM SUNTRUST BANK
(JANUARY 18, 2019)**

CREDIT CONTROL, LLC
PO Box 34111
Memphis TN 38184-0111

Emmanuel P. Edokobi
2005 Stratton Dr
Potomac, MD 20854-6137

Date: January 18, 2019
CC Account#: 14229395
Balance Due: \$480.19

Current Creditor Name: SUNTRUST BANK INC CC Account#: 14229395 Balance Due: \$480.19
--

Sometimes difficult situations arise that can cause financial hardship. We want to help you resolve your account and we are authorized to offer you the below affordable options.

1. Pay 80% of the current balance in 1 payment of \$384.15 on or before March 1, 2019.

2. Pay 85% of the current balance in 2 consecutive monthly payments of \$204.08 with your first payment to begin on or before March 1, 2019.

3. Pay 90% of the current balance in 3 consecutive monthly payments of \$144.06 with your first payment to begin on or before March 1, 2019.

Take advantage of one of these options to move you closer to debt reduction and less financial worry! Upon completion of one of the options above and

Reply.App.10a

clearance through the banking system, your account will be considered resolved. We are not obligated to renew this offer.

To pay online go to the secure login payments2.credit-control.com where you can enter your personalized username and password. If you have not yet created your username login ID and password, click the New User link located on the login page and enter the information required to create your online account. Also, be sure to use your private access code provided here when managing your account. Your access code is: 1.8267421.461 Your Credit Control, LLC # is: D-1-14229395

This settlement may have tax consequences. Please consult with a tax professional if you have any questions.

This communication from a debt collector is an attempt to collect a debt. Any information obtained will be used for that purpose

Reply.App.11a

**LETTER FROM
ASSOCIATED CREDIT SERVICES., INC.
(FEBRUARY 1, 2019)**



PO Box 5171
Westborough MA 01581-5171

PERSONAL & CONFIDENTIAL
Emmanuel P Edokobi
2005 Stratton Dr
Potomac, MD 20854-6137

Creditor: SUN TRUST BANK Our Account#: 13260336 Principal Balance: \$480.19 Interest: \$0.00 Fees: \$0.00 Balance Due: \$480.19 Creditor Account #: 1000151037206

Your account has been listed with our office for collection.

Contact (800) 962-9898.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume the debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of the debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office

Reply.App.12a

in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Reply.App.13a

**LETTER FROM
EMMANUEL P. EDOKOBI
(AUGUST 3, 2021)**

Emmanuel P. Edokobi
2005 Stratton Drive
Potomac, Maryland 20854
Phone: 301-793-2882
Fax: 301-545-2132
E-mail: emmanuel2040@gmail.com

Account Number 006-6680928

To: Toyota Motor Credit Corporation ("TMCC")
P.O. Box 9490
Cedar Rapids, IA 52409-9490

Re: Refuting Toyota Motor Credit Corporation's
("TMCC") False Claims Against Me as to
Contents of the TMCC's Letter Dated July
26, 2021

Dear Toyota Motor Credit Corporation ("TMCC"),

I am by this Letter Refuting Toyota Motor Credit Corporation's ("TMCC") False Claims Against Me as to Contents of the TMCC's Letter Dated July 26, 2021, through which TMCC Falsely Claims That I Had Requested That Toyota Motor Credit Corporation's ("TMCC") stop all further communication with me regarding the above reference account. *A Copy of TMCC's is attached to this Letter for your reference.*

I am by this Letter Refuting Toyota Motor Credit Corporation's ("TMCC") False Claims as to contents of the TMCC's Letter Dated July 26, 2021, because; *I Did Not At Any Time Request Toyota Motor Credit*

Corporation's (TMCC) Stop All Further Communication With Me Regarding The Above Reference Account.

I am by this Letter Challenging Toyota Motor Credit Corporation to provide evidence that I Had Requested That Toyota Motor Credit Corporation's (TMCC) Stop all further communication with me regarding the above reference account, because; *I Did Not At Any Time Request Toyota Motor Credit Corporation's (TMCC) Stop All Further Communication With Me Regarding The Above Reference Account.*

I am by this Letter Requesting That Toyota Motor Credit Corporation (TMCC) Should Withdraw Its Letter Dated July 26, 2021, because; *I Did Not At Any Time Request Toyota Motor Credit Corporation's (TMCC) Stop All Further Communication With Me Regarding The Above Reference Account.*

I am by this Letter making it abundantly that, if Toyota Motor Credit Corporation (TMCC) Refuses to Withdraw Its Letter Dated July 26, 2012 With False Claims Against Me, That, I Will Submit Toyota Motor Credit Corporation's (TMCC) Letter With False Claims Against Me To The United States Supreme Court In The Case Docket of *Emmanuel Edokobi, Petitioner v. Toyota Motor Credit Corporation, et al.*, With the United States Court of Appeals for the Fourth Circuit No. 20-1243 (8:19-cv-00248-PWG), And Petition For A Writ Of Certiorari No. 21-52.

Reply.App.15a

Respectfully Submitted,

/s/ Emmanuel Edokobi

2005 Stratton Drive

Potomac, Maryland 20854

Telephone Cell: 301-793-2882

Office: 240-200-6094

Fax: 301-545-2132

E-mail: emmanuel2040@gmail.com

Reply.App.16a

**A COPY OF TMCC'S LETTER
(JULY 26, 2021)**



P.O. Box 9490
Cedar Rapids. IA 52409-9490
MB 01 008446 95540 B 32 0

Emmanuel P. Edokobi
2005 Stratton Drive
Potomac, Maryland 20854
Account Number: 006-6680928

Dear Emmanuel P. Edokobi,

You recently requested that Toyota Motor Credit Corporation ("TMCC") stop all further communication with you regarding the above referenced account. This letter is being sent to confirm that TMCC will honor your request (except for any future notices that TMCC may be required to give you by law).

If you have previously registered your account at Toyota financial .com you must reregister your account through our website if you still want online access to your account. We will continue to honor your request that you not be contacted for collection purposes.

If you did not make this request or we have misunderstood your instructions, please notify us immediately at 800-279-9032. Also, if you change your mind and would like us to re-establish communication, please send us a letter informing us of that fact at:

Reply.App.17a

Toyota Motor Credit Corporation
P.O. Box 9490
Cedar Rapids, IA 52409-9490

All rights and remedies of TMCC are reserved.

Sincerely,

Toyota Motor Credit Corporation
800-279-9032

Reply.App.18a

**LETTER FROM
EMMANUEL P. EDOKOBI
(AUGUST 11, 2021)**

Emmanuel P. Edokobi
2005 Stratton Drive
Potomac, Maryland 20854
Phone: 301-793-2882
Fax: 301-545-2132
E-mail: emmanuel2040@gmail.com

Account Number 006-6680928

To: Toyota Motor Credit Corporation ("TMCC")
P.O. Box 9490
Cedar Rapids, IA 52409-9490

Re: Response to Toyota Motor Credit Corporation's ("TMCC") Attorney Letter Dated August 9, 2021

Dear Toyota Motor Credit Corporation ("TMCC"),

That I am by this Letter Responding to Toyota Motor Credit Corporation's ("TMCC") Attorney Letter Dated August 9, 2021, and that, I am standing firm in my claims in my previous letter August 3, 2021, that, I Did Not Instruct Toyota To Stop Calling Me. A Copy of TMCC's Attorney Letter Dated August 9, 2021, is attached to this Letter for your reference.

That I have asserted in this Letter that, through Email I have provided to Karin Oko, at Holland & Knight 50 North Laura Street, Suite 3900 Jacksonville, FL 32202; Email: Oko@hklaw.com, Two Different Recorded Audio Clips that I had with Toyota Representatives regarding the discussions of my account number 006-6680928.

Reply.App.19a

That I have asserted in this Letter that, My Account Discussions with Toyota's Representatives should be recorded, and as I have stated very clearly in those Two Different Recorded Audio Clips that I had with Two Different Toyota Representatives and that I have made available through Email to Karin Oko at Holland & Knight those Audio Clips.

That I have asserted through this Letter that, Toyota records the discussions on my account with me and that, I am Legally Permitted by the Maryland Law to Record my account discussions with Toyota's representatives

That I have asserted through this Letter that, Toyota does not want me to record my account discussions with Toyota's representatives because, Toyota is making Bogus Claims.

That I have asserted through this Letter that, Toyota should call me at any time and that, Toyota should be ready and willing to allow me to record my account discussions with Toyota's representative, because Toyota records my account discussions with Toyota.

Respectfully Submitted,

/s/ Emmanuel Edokobi

2005 Stratton Drive

Potomac, Maryland 20854

Telephone Cell: 301-793-2882

Office: 240-200-6094

Fax: 301-545-2132

E-mail: emmanuel2040@gmail.com

Reply.App.20a

**LETTER FROM HOLLAND & KNIGHT
(AUGUST 9, 2021)**

Holland & Knight

60 North Laura Street, Suite 3900 | Jacksonville, FL 32202 | T 904.353.2000 | F 904.358.1872
Holland & Knight LLP | www.hklaw.com

Karin Oko
+1 904-798-7351
Karin.Oko@hklaw.com

Via UPS Delivery

Emmanuel P. Edokobi
2005 Stratton Drive
Potomac, MD 20854

Re: Toyota Motor Credit acct no. 006-6680928

Dear Mr. Edokobi:

The undersigned is in receipt of your correspondence dated August 3, 2021 directed to my client, Toyota Motor Credit Corporation ("TMCC"). You reference in that correspondence that TMCC improperly sent you a letter dated July 26, 2021 wherein it advised that it would cease further communication with you pursuant to your request. You indicate in your August 3, 2021 letter that you did not request TMCC to cease communication with you. Please note that pursuant to TMCC's call records, on June 1, 2021 and then again on July 23, 2021, you directed TMCC to stop calling you. As a result, the July 26, 2021 letter was generated and sent to you.

TMCC's July 26, 2021 letter provided that if you did not make such a request or if TMCC misunderstood your instruction, you are to contact TMCC immediately.

Reply.App.21a

If you would like TMCC to re-establish communication with you, please send such a request in writing informing them of this direction to:

Toyota Motor Credit Corporation
P.O. Box 9490
Cedar Rapids, IA 52409-9490

[* * *]

Emmanuel P. Edokobi
August 9, 2021
Page 2

I ask that you provide a copy of your written request to re-establish communication to the undersigned as well.

Sincerely yours,

/s/ Karin Oko
HOLLAND & KNIGHT LLP

Reply.App.22a

**AT&T BILL PAYMENT
REJECTED BY SUNTRUST BANK
(SEPTEMBER 13, 2016)**



**SunTrust Bank
P.O. Box 607039
Orlando, FL 32860-7039**

Emmanuel Edokobi
2005 Stratton Dr
Potomac, MD 20854

Re: Account/Card Number ending: 7206
Case Number: 2870945

Dear Emmanuel Edokobi:

Thank you for the inquiry concerning your account with SunTrust Bank.

A review of your account shows the credit from AT T*BILL PAYMENT in the amount of \$311.57 was posted to your account on 9/9/2016. Based on this information, we are unable to honor your claim for the transaction(s).

Should you have any questions or require additional information, please contact our office at 1.800.447.8994.

Sincerely,

Fraud Assistance Center