

APR 18 2022

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No.

21-7788

IN THE

SUPREME COURT OF THE UNITED STATES

KAREN MARIE ISAACSON — PETITIONER
(Your Name)

vs.

MARCIA L. FUDGE ET AL — RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

NINTH CIRCUIT COURT OF APPEALS
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

KAREN M. ISAACSON
(Your Name)

19246 NE 159th St.
(Address)

Woodinville, WA 98077-7808
(City, State, Zip Code)

425-788-2893
(Phone Number)

ORIGINAL

10

QUESTION PRESENTED

Does enforcement of a federal regulation penalizing an intra-state activity constitute a barrier as per *Northeastern Florida Chapter of the Associated General Contractors of America v. City of Jacksonville*, 508 U.S. 656, 113 S. Ct. 2297 (1993)?

LIST OF PARTIES

☒ All parties appear in the caption of the case on the cover page.

☐ All parties **do not** appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

RELATED CASES

Buckaloo v. Johnson, 14 Cal.3d 815, 122 Cal. Rptr. 745, 537 P.2d 865 (Cal. 1975)

Della Penna v. Toyota Motor Sales, U.S.A., Inc., 11 Cal.4th 376, 45 Cal. Rptr. 2d 436, 902 P.2d 740 (Cal. 1995)

Eugster v. City of Spokane, 91 P. 3d 117 - Wash: Court of Appeals, 3rd Div. 2004

Korea Supply Co. v. Lockheed Martin Corp., 29 Cal.4th 1134, 131 Cal. Rptr. 2d 29, 63 P.3d 937 (Cal. 2003)

Northeastern Florida Chapter of the Associated General Contractors of America v. City of Jacksonville, 508 U.S. 656, 113 S. Ct. 2297 (1993)

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APPENDIX G: Text of pages 7731-7736, Federal Register / Vol. 48, No. 38 / Thursday, February 24, 1983

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APPENDIX K: Congressional Research Service publication R44128, HUD's Reverse Mortgage Insurance Program: Home Equity Conversion Mortgages, cover and pages numbered 1-3

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CASES	PAGE NUMBER
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**HUD's website, "Am I Permitted to Relocate My Home to Another
Site or Even Another State?"** 6
hud.gov/program_offices/housing/rmra/mhs/csp/mhcqa/purchasing

Yes, when a home is going to be relocated, it is crucial to check with the appropriate authorities having jurisdiction regarding transportation of manufactured homes and applicable zoning regulations regarding placement of the home. There are State laws that regulate the weight, size, running gear, and width of homes being transported on State highways. Also, the data plate zone maps located in the home indicate the zones for which the home was constructed. A manufactured home should never be placed in a more restrictive wind, thermal, or roof load zone than that for which it was built.

HUD's website, "How the HECM Program Works":
https://www.hud.gov/program_offices/housing/sfh/hecm/hecmabou 5, 6

* * * * *

Property Requirements

The following eligible property types must meet all FHA property standards and flood requirements:

- Single family home or 2-4 unit home with one unit occupied by the borrower
- HUD-approved condominium project
- Individual Condominium Units that meet FHA Single Unit Approved requirements
- Manufactured home that meets FHA requirements

**"HUD's Reverse Mortgage Insurance Program: Home Equity
Conversion Mortgages"** Congressional Research Service report
R44128 (Appendix K, cover and pages 1-3) 6

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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 A 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 B 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 _____ 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 _____ 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.

JURISDICTION

☒ For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was 12/20/2021.

☐ 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: 3/3/2022, and a copy of the order denying rehearing appears at Appendix C.

☐ 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 _____.
A copy of that decision appears at Appendix _____.

☐ 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

Article 1, Section 9, Clause 3, United States Constitution: No Bill of Attainder or ex post facto Law shall be passed.

Fifth Amendment, United States Constitution: No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

Tenth Amendment, United States Constitution: The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people.

5 U.S.C. 558 (b): A sanction may not be imposed or a substantive rule or order issued except within jurisdiction delegated to the agency and as authorized by law.

5 U.S. Code § 702 - Right of review: A person suffering legal wrong because of agency action, or adversely affected or aggrieved by agency action within the meaning of a relevant statute, is entitled to judicial review thereof. An action in a court of the United States seeking relief other than money damages and stating a claim that an agency or an officer or employee thereof acted or failed to act in an official capacity or under color of legal authority shall not be dismissed nor relief therein be denied on the ground that it is against the United States or that the United States is an indispensable party. The United States may be named as a defendant in any such action, and a judgment or decree may be entered against the United States: Provided, That any mandatory or injunctive decree shall specify the Federal officer or officers (by name or by title), and their successors in office, personally responsible for compliance. Nothing herein (1) affects other limitations on judicial review or the power or duty of the court to dismiss any action or deny relief on any other appropriate legal or equitable ground; or (2) confers authority to grant relief if any other statute that grants consent to suit expressly or impliedly forbids the relief which is sought.

12 U.S.C. 1701(c) (a) Employment of personnel; delegation of functions
The Secretary of Housing and Urban Development may appoint such officers and employees as he may find necessary, which appointments shall be

subject to the civil-service laws and chapter 51 and subchapter III of chapter 53 of title 5. The Secretary may make such expenditures as may be necessary to carry out his functions, powers, and duties, and there are authorized to be appropriated to the Secretary, out of any moneys in the Treasury not otherwise appropriated, such sums as may be necessary to carry out such functions, powers, and duties and for administrative expenses in connection therewith. The Secretary, without in any way relieving himself from final responsibility, may delegate any of his functions and powers to such officers, agents, or employees as he may designate, may authorize such successive redelegations of such functions and powers, as he may deem desirable, and may make such rules and regulations as may be necessary to carry out his functions, powers, and duties.

12 U.S.C. 1703 - Insurance of financial institutions (first three paragraphs, Appendix D)

38 U.S.C. 3712 - Loans to purchase manufactured homes and lots

(a)

(1) Notwithstanding any other provision of this chapter, any loan to a veteran eligible for the housing loan benefits of this chapter, if made pursuant to the provisions of this section, may be guaranteed if such loan is for one of the following purposes:

(A) To purchase a lot on which to place a manufactured home already owned by the veteran.

(B) To purchase a single-wide manufactured home.

(C) To purchase a single-wide manufactured home and a lot on which to place such home.

(D) To purchase a double-wide manufactured home.

(E) To purchase a double-wide manufactured home and a lot on which to place such home.

(F) To refinance in accordance with paragraph (4) of this subsection an existing loan guaranteed, insured, or made under this section.

(G) To refinance in accordance with paragraph (5) of this subsection an existing loan that was made for the purchase of, and that is secured by, a manufactured home and to purchase a lot on which such manufactured home is or will be placed.

24 C.F.R. 203.43f (d)(iii): The manufactured home shall have been occupied only at the location subject to the mortgage sought to be insured.

R.C.W. 46.44.170 Mobile home or park model trailer movement special permit and decal—Responsibility for taxes—License plates—Rules.
(Appendix E)

STATEMENT OF THE CASE

In 1983, HUD authored a new set of regulations in 24 C.F.R. 203.43 creating a new section 'f' to add requirements under which brand new manufactured homes can be considered for Title II mortgages similar to those for site-built homes (Appendix G, pg. 7731, top of right column). Clause (d)(iii) restricts all FHA manufactured home mortgages, however, by stating that in order to qualify for a mortgage," [t]he manufactured home shall have been occupied only at the location subject to the mortgage sought to be insured." (Appendix G, pg. 7734, second paragraph, right column, explanatory text; pg. 7736, top of right column, regulation text). 38 U.S.C. 3712 shows the Veteran's Administration has no such prohibition.

When the lender I met with to start the application process for a reverse mortgage heard me mention I'd gotten a good deal on a nice house and moved it to my property, she stopped what she was doing and said, "HUD has a rule that if you move your house you can't get a reverse mortgage." This was news to me and an overwhelming shock; the "How the HECM Program Works" web page explaining reverse mortgages on HUD's website to this day makes absolutely no mention of this and I had seen nothing on the page that discouraged me from applying or even made me think one would be difficult to obtain. Manufactured homes and site-built homes are both fixtures on real estate as per *Bank of N.Y. Mellon v. Ferrari*, and a manufactured home is a house so the lender's assertion made no sense.

I searched desperately for another lender that would write me a reverse mortgage, without success. I found that even the federal government doesn't know of any other source (Appendix K, page numbered 2, paragraph 3); all current reverse mortgage lenders are required to follow HUD's rules.

HUD's website is an official publication of the agency, so I thought I could rely on the information describing HECM/reverse mortgages. HUD's website also says that moving a manufactured home is allowed and does not alert the reader to any repercussions. Even if only 10% of manufactured home owners have or will move their homes at some point, that's still 2.2 million people potentially affected by 24 C.F.R. 203.43f (d)(iii).

12 U.S.C. 1701(c)(a) calls out the Secretary's responsibility for all regulations, rules, and policies and makes it clear that lenders and appraisers are merely the Secretary's agents to whom the required enforcement of regulations is nominally delegated. This is similar to the relationship between HUD and public housing authorities (PHAs), and the responsibility of HUD versus that of its agents is demonstrated in *Thompson* wherein the Court absolved the PHA of wrongdoing while declaring HUD had likely committed violations of constitutional rights.

In the current HUD Handbook it says an eligible 'house may only be moved from the factory or dealer', meaning it would have to be new. (Appendix H, page numbered 614). In 2008, HUD attempted to modify 24

C.F.R. 203.43f and stated (d)(iii) in plainer language, while also moving it to a different location in the regulation:

§ 203.43f Eligibility of mortgages covering manufactured homes.

(a) The manufactured home, when erected on site, shall have floor space area of not less than 400 square feet and shall have been constructed in conformance with the National Manufactured Home Construction and Safety Standards, as evidenced by a certification label affixed thereto in accordance with 24 CFR 3280.8. A manufactured home that has been moved from the site upon which it was originally installed is not eligible for insurance. (Appendix H, Federal Register, p.53349, bottom of middle column)

All three variations of 24 C.F.R. 203.43f (d)(iii) - the regulation text, the attempted modification in 2008, and the text in the current HUD Handbook - target the movement of a home to disqualify the real estate to which it is moved if not from factory or dealer (i.e., if not new) from ever having a mortgage, forward or reverse, written on it.

12 U.S.C. 1703 extends the same kind of mortgage insurance under Title II for new manufactured homes to existing manufactured housing, defined in the HUD Handbook on page 615 (Appendix I) as having been "permanently installed on a site for one year or more prior to the case number assignment date":

"The insurance authority provided under this section may be made available with respect to any existing manufactured home that has not been insured under this section if such home was constructed in accordance with the standards issued under the National Manufactured Housing Construction and Safety Standards Act of 1974 [42 U.S.C. 5401 et seq.] and it meets standards similar to the minimum property standards applicable to existing homes insured under subchapter II."

My house had been sited on my real estate and lived in for well over a year and therefore qualified as an 'existing manufactured home' when I went to see the lender.

24 C.F.R. 203.43f (d)(iii) functions in much the way that the regulation favoring businesses owned by people of color did in *Northeastern v. Jacksonville* to arbitrarily divide manufactured home owners into two groups: the people that have never moved their homes and are therefore not subject to disqualification because of movement, and the other group of people who have moved their homes and are subject to disqualification for FHA mortgages.

Like *Buckaloo, Della Pena* (which added the requirement that the third-party interference be unlawful), and *Korea Supply Company*, 24 C.F.R. 203.43f (d)(iii) deliberately interferes with expected economic benefit.

Washington State law, R.C.W. 46.44.170, regulates the movement of manufactured homes within the state's borders and has done since 1961. As the Court can see in both the current version of the law and in Substitute Senate Bill No. 2052 from 1971 (Appendices E and F, respectively), Washington requires the collection of taxes prior to the movement of a manufactured home or a statement that they are current.

A "tax certificate for manufactured home movement" (official title of a Washington 'move permit', issued under the authority of the County Treasurer, enforcing Washington State law), ensures that the assessment roll

is kept up to date and attests taxes are current. I personally signed off on at least 300 move permits in the over ten years I worked for King County in what was then called the Finance Office's Personal Property Tax Collection Section and can still rattle off what the permit requires and explain Washington's two year assessment and billing cycle and what taxes would be due, depending on where a manufactured home is being moved to.

Printz v. USA illustrates the difficulty that Congress would encounter trying to discover if it actually had any authority or jurisdiction to grant to HUD to regulate manufactured home movement within the states. In order to find out if the movement of manufactured housing affects interstate commerce, Congress would have to demand data on that movement from literally thousands of county governments in 42 states and from state governments for the remainder, requiring Congress to violate the Constitution to determine its own constitutional authority, if any.

Congress regulates the channels and instrumentalities of interstate commerce plus the activities that affect it, but it must prove it has the authority to regulate activities that occur entirely within a state as per *Morrison*, and if Congress can't tell the states what laws they can write as per *Murphy*, surely HUD can't create a penalty on the already well-regulated movement of a consumer good (my house) within the state of Washington. That's not within Congress' authority as it was in *Wickard v. Filburn* any more than is the movement of a refrigerator from Seattle to Tacoma.

HUD requires appraisers to report if a home has been moved (Appendix H, bottom of page numbered 613), despite the general purpose of home appraisal being to find out the value based on current condition. 24 C.F.R. 203.43f (d)(iii) only applies to manufactured housing, and there's no such prohibition on movement of site-built housing - that home owner gets a construction loan to move and place the house and hook it up to utilities, similar to what a manufactured home owner does, without penalty for having done so.

Where I believe the courts below erred in their rulings to dismiss is an understandable but mistaken focus on contract rights instead of what I complain about, the right to contract itself. Per *Allgeyer v. Louisiana* (at 589):

The liberty mentioned in that amendment means not only the right of the citizen to be free from the mere physical restraint of his person, as by incarceration, but the term is deemed to embrace the right of the citizen to be free in the enjoyment of all his faculties; to be free to use them in all lawful ways; to live and work where he will; to earn his livelihood by any lawful calling; to pursue any livelihood or avocation, and for that purpose to enter into all contracts which may be proper, necessary and essential to his carrying out to a successful conclusion the purposes above mentioned.

And (citing *Powell v. Pennsylvania*, 127 U. S. 678, 127 U. S. 684) at 590:

MR. JUSTICE HARLAN, in stating the opinion of the Court, said:

"The main proposition advanced by the defendant is that his enjoyment upon terms of equality with all others in similar circumstances of the privilege of pursuing an ordinary calling or trade, and of acquiring, holding, and selling property, is an essential part of his rights of liberty and property, as guaranteed

by the Fourteenth Amendment. The Court assents to this general proposition as embodying a sound principle of constitutional law."

The right to contract is ubiquitous, of such frequent use that we more often think of its fruit, contracts, and overlook the inherent right to make them. My right to contract is my right to engage in commerce, to buy groceries, gas, and other needful things, and since it involves a lawful purpose, I am of legal age and competent to do so, includes my right to enter into a mortgage contract using my real estate as collateral.

When the lender told me "HUD has a rule..." I was enrolled at the University of Washington, pursuing a degree in education with the goal of seeking a job as an early childhood educator and I had a 3.8 grade point average. I was comfortable about my autism diagnosis and had factored it into what support I would need as a new teacher if I found a position (and planned to wave my brand new degree under other employers' noses if I didn't find a job within a local school district). I looked forward to my senior year working in a classroom; I knew I wouldn't be able to do outside work that year (University policy) so, the funds from the divorce nearly gone, I sought a reverse mortgage to continue funding my education, pay living expenses until I found a job, and do repairs on my house. Practically speaking, I knew that if, in my worst case scenario, I couldn't find a job at all and was forced to apply for Social Security years earlier than I planned, I couldn't afford to have student loans taken out of what little I'd get,

especially once I turned 65 and Medicare was taken out of my check and I had to pay for prescription drug benefits. I'd discovered reverse mortgages during my divorce while trying to get my ex-husband off the mortgage and deed, and I decided to apply for one as soon as I was eligible two years thence.

Instead of finishing my degree using my own money (because reverse mortgages aren't government money, they turn a borrower's own equity into cash), getting a job and working until I made the decision to retire, I was traumatized, forced to drop out of school and abandon the dream of teaching I'd had since I was 17. I broke no law, but I was still punished for what I did: buying a house and moving it seven miles.

REASONS FOR GRANTING THE WRIT

A: The Court declared in *Northeastern* that when government creates a regulatory barrier to deny access to a benefit, even if there is no guarantee of success in obtaining that benefit, it is an injury in fact. 24 C.F.R. 203.43f (d)(iii) provides no advance notice of the penalty and HUD will not allow an exception or reinterpret it, creating a preemptive and permanent barrier to getting a mortgage in any circumstance, including a home moved under duress because of eminent domain or the sale of the underlying community land. Even if I'd been the original and sole owner of my house and moved it from where I'd had it first sited to a lot I'd purchased, I would still not be able to get the financial advantage of rolling my higher rate chattel loan on the house into a mortgage on land *and* house - merely because I moved my house.

B: Interference in private economic business is tortious in Washington law:

"To prove tortious interference, the plaintiff must produce evidence sufficient to support all the following findings: (1) the existence of a valid contractual relationship or business expectancy, (2) the defendant's knowledge of and intentional interference with that relationship or expectancy, (3) a breach or termination of that relationship or expectancy induced or caused by the interference, (4) an improper purpose or the use of improper means by the defendant that caused the interference, and (5) resultant damage. *Leingang v. Pierce County Med. Bureau, Inc.*, 131 Wn.2d 133, 157, 930 P.2d 288 (1997)." ...

A claim for tortious interference is established "when interference resulting in injury to another is wrongful by some measure beyond the fact of the interference itself. Defendant's liability may arise from improper motives or from the use of improper means." *Pleas*, 112 Wn.2d at 804 (quoting *Top Serv. Body Shop, Inc. v. Allstate Ins. Co.* 582 P.2d 1365, 1371 (Or. 1978)). *Eugster v. City of Spokane* at 123

(1) The existence of a valid business expectancy is demonstrated by my decision to apply for a reverse mortgage two years prior to doing so, going so far as to make myself a reminder in my e-mail calendar, researching and calling and making an appointment to see an employee of Guild Mortgage at their Bellevue, Washington office just before my 62nd birthday in 2016, driving to that office to tell the employee in person what I'd said when I made the appointment, that I wanted to start the process of getting a reverse mortgage on my property. I did this on approximately May 13, 2016. After the Guild Mortgage employee (Joyce Hanson) told me about the HUD rule, I asked her to provide me with the basis for that statement - what she was relying on - and on May 18, 2016, I received an e-mail with a copy of that information (Appendix J). A valid business expectancy is also demonstrated by my anticipation of ease in applying for and obtaining a reverse mortgage based on HUD's website content, as well as by Guild Mortgage's apparent eagerness to profit from writing a reverse mortgage up until the point when I revealed my house had moved.

(2) HUD's knowledge of and intentional interference with that relationship or expectancy is demonstrated by its writing and publishing 24 C.F.R. 203.43f (d)(iii) in 1983 and the ongoing use of the requirement in the HUD Handbook. It is also demonstrated by HUD's knowledge of my awareness of the disqualifying criterion, which cannot be easily gained through perusal of HUD's website - one must know it exists before knowing what to search for -

evidenced through my reference to it in my letter to HUD requesting a reinterpretation of the regulation;

(3) A termination of that relationship or expectancy induced or caused by the interference is evidenced by the preemptory and permanent disqualification of my home;

(4) HUD caused the interference for improper purpose, to deliberately disqualify any otherwise-qualified manufactured home for an FHA mortgage either forward or reverse merely because it moved from where it was first placed; Congress has never granted HUD any authority to regulate the movement of manufactured housing in any state in the country. Nor has Congress been silent on the Secretary's duties with regard to movement, stating in 12 U.S.C. 1703 that the Secretary is to insure mortgages on homes that move as well as extend the same mortgage benefit to homes that have been sited for more than a year, implying prior movement is inconsequential;

(5) The resultant damage to me is ruined mental health, credit, and deteriorated physical health. I defer my real estate taxes because I can't afford to pay them; I drive a 22 year old car that needs work I can ill afford; I need dental work I can't afford, I have a house I can barely maintain and I have several times had to borrow money from my mother for household emergencies. I was diagnosed with PTSD by my former psychologist and am seeing another one because the trauma of HUD's refusal to reinterpret or waive enforcement of the requirement, cutting off access to my largest

financial asset, caused me to regress and lose much of the progress I'd made to get over what my ex-husband did. I had to give up the dream of a lifetime, of being a teacher, and still haven't recovered from that loss.

I am daily re-traumatized by HUD's action. I live in terror of things breaking, household emergencies, and getting sick or hurt because I can't afford enough insurance to fully cover my health. My credit is shot; I was unable to pay down and pay off credit card debt from a MasterCard I had to use to pay the mortgage and household bills for several months when my ex-husband stopped putting his check in joint checking. I have gained weight from the stress, have a PTSD-induced eating disorder, may have an ulcer, and I don't sleep well. My counselor diagnosed me as unable to work and I lost hundreds of thousands of dollars in Social Security benefits by filing early plus years of wages that would have boosted my final Social Security check to a comfortable amount; by being forced to file early, I live on less than half of what I would have had. I dread living in poverty the rest of my life, despite sitting on all that equity - which a reverse mortgage would have converted into cash.

24 C.F.R. 203.43f (d)(iii) is unlawful as required to prove tortious interference:

1. Congress has already spoken to the issue of movement in 12 U.S.C. 1703 and told the Secretary to insure mortgages on manufactured homes that move and ignore prior movement in the third paragraph of that law;

2. Bills of attainder, targeted governmental discrimination, are unconstitutional and 24 C.F.R. 203.43f (d)(iii) is written as a bill of attainder, targeting an easily identifiable group of people and subjecting us to punishment under law. The movement of my house to my property is a matter of public record accessible from the King County Assessor's online real estate parcel viewer and any appraiser could see that, or the physical evidence my house was moved, and unless a homeowner knows not to mention it, they may self-incriminate as to the prior movement of their house as I did;
3. The State of Washington, like other states, has been regulating the movement of manufactured housing for decades (in Washington, since 1961) before HUD implemented 24 C.F.R. 203.43f (d)(iii). Nothing in Washington state law requires that HUD be notified of any such movement and copies of tax certificates are for official King County use only. 24 C.F.R. 203.43f (d)(iii) effectively criminalizes that lawful intra-state activity; and
4. 24 C.F.R. 203.43f (d)(iii) violates the Administrative Procedure Act, 5 U.S.C. 558 by imposing a sanction, a penalty, on something over which HUD has neither jurisdiction nor authority under law.

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,



Date: 4/15/2022