Number 22-6243 **ORIGINAL**

In the Supreme Court of the United States

DARRELL BERRY; CONSTANCE LAFAYETTE

Petitioners

WELLS FARGO BANK, N.A.; FEDERAL HOME LOAN MORTGAGE CORPORATION, "Freddie Mac" as trustee for securitized trust; LOANCITY; FREDDIE MAC MULTICLASS CERTIFICATES SERIES 3113 TRUST; MORTGAGE ELETRONIC REGISTRATION SYSTEM, "MERS"; DOES 1 through 100 "inclusive", et al.

Respondents

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

Petitioners' Writ of Certiorari

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QUESTIONS

Question 1: Whether the M.D. La., erred and the 5th Cir., erred in affirming that the LoanCity note and mortgage of December 2005 was " the original financed note" when Petitioners Affirmed and evidence shows that Equifirst held the original note and mortgage of October 2002, and instead of LoanCity paying Equifirst for the note Equifirst filed the Lost Note Affidavit in 2006 clearly stating the original note and mortgage from Equifirst was never sold, transferred, or assigned to anyone including LoanCity in 2006 but rather it was deemed paid in full with nothing owing. The evidence shows LoanCity did not "refinance" the original note and mortgage which voids the instruments. Therefore, we request the Court to bring forth a point of clarity in dealing with this evidence and rule of law.

Question 2: Whether the M.D. La., committed reversable errors under the Federal Rules of Civil Procedures and treated Pro Se Litigants with bias in light of FRCP 7.1 Disclosure Statements, FRCP 6 Computing Time, 28 USC §455, FRCP 60(b)(3) and (4), 28 USC 636, FRCP 26.

Question 3: Whether M.D. La., ruled in err and the 5th Cir., Affirmed in err in light of lack of jurisdiction. Did the M.D. La., have jurisdiction to rule on Petitioners' Request for an Injunction and Hearing to stop a foreclosure in light of LA RS 2752, which requires the injunction to be filed and determined in the Court where the Executive Order for Foreclosure was filed and a hearing must be held prior to the date of the execution of the Writ of Seizure (auction of the property) set for October 31, 2018. Did M.D. La., also have jurisdiction to reverse the Judgment granted in 19th JDC C-656991 which is still an "ACTIVE" proceeding; thereby, depriving the 19th JDC of jurisdiction for which they GRANTED the Temporary Restraining Order ROA.21-30060.43. a Hearing in compliance with LA RS 2752 on October 24, 2018 to adjudicate? Did the Respondents in bad faith, improperly remove the case to M.D. La., according to LA RS 2752, the Doctrine of Abstention, and 28 USC §§1447, 1441 and 1367.

Question 4: Whether the Berrys Constitutional Rights were violated.

Question 5: Whether State and Federal Courts should award decisions in favor of parties that utilize facially invalid document (document derived by fraud) to obtain a favorable judgment and deprive people of property?

Question 6: Whether the mortgage industry must comply with the Uniform Commercial Code UCC recommendations adopted as State Law that govern interstate commerce.

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JURISDICTION

The Fifth Circuit entered judgments on 3/10/2022. The En Banc Rehearing was denied on 5/10/2022 This Court has jurisdiction under 28 USC 1254(1) and under Article III.

CONSTITUTIONAL PROVISIONS INVOLVED

The Constitutional provisions and statutes for this case are in Appendix E.

STATEMENT OF THE CASE

Petitioners are seeking relief from the Supreme Court because the M.D. La. and 5th Cir., have erred in their assessment and application of the rule of law and it is up to this Honorable Court to save democracy.

Timeline And History

- 10/31/2002 The Berrys purchase their home, Equifirst originates the original note and mortgage. See Exhibit 2
- 12/27/2005 LoanCity issued a non-compliant loan because the evidence shows it is not a refinance of the Equifirst original note and mortgage because Equifirst cancelled the original note and mortgage it did not sell, assign, nor transfer the original note and mortgage to LoanCity or anyone.
- 2006 LoanCity conveys the non-legally compliant mortgage and note to Freddie Mac Multiclass Series 3113 which was not reported to the government, or SEC See Exhibit 4
- 2006 Equifirst Cancels the Original Mortgage and Note. See Exhibit 2 There is an issue between Equifirst and LoanCity because they both claim to hold a note and mortgage for 8338 Greenmoss Dr. Baton Rouge, LA 70806 at the same time.

- Equifirst has standing from 10/31/2002 to 01/18/2006. LoanCity falsely claims they own the original note and mortgage from 12/27/2005 to 01/18/2006.
- 2007 California sues LoanCity for violating mortgage laws, in 2008 LoanCity goes out of business See Exhibit 6
- 11/13/2012 Wells Fargo presented a falsified assignment to the Clerk of Court See Exhibit 7 stating MERS represent LoanCity to give Wells Fargo the mortgage not the note. This is fraud on its face as LoanCity went out of business in 2008 and Freddie Mac Multiclass Series 3113 claimed the note in a REMIC in 2006 according to the audit. See Exhibit 4.
- 4/11/2017 Wells Fargo sues for and obtains a foreclosure order without supplying proof of Chain of Title See Exhibit 1.
- 2018 Wells Fargo activated Writ of Seizure to take the home See Ex. 8
- 2018 audit was done
- 2018 Petitioner forced to file bankruptcy
- 2018 Wells Fargo lied to M.D. La. stating they did not file a civil action against the Berrys
- 2018 Wells Fargo lied to M.D. La., stating they sold the note in March 2018 yet every document after this alleged sale is in Wells Fargo name See Ex. 1, 8
- See Chart 1 for Broken Chain of Title and Chart 2 of lies see Ex. 3, 9

In Dismissing Petitioners' case with prejudice, the M.D. La. and 5th Cir. erred in affirming because the application of substantive law was not correct in multiple respects, namely Subject Matter Jurisdiction, Use of Falsified Documents, Untruths made to the Court to affect the Judicial Machinery (Fraud on the Court), causing Denial of Constitutional Rights and Due Process for the Berrys.

The case should have never been transferred from the 19th JDC, because the M.D. La., is not a Court of Appeals to issue an injunction in *Wells Fargo Bank, N.A. vs Darrell Berry et al C-656991.* Additionally, LA RS 2752 required the injunction to be filed in the Court of original jurisdiction. Therefore, removal was improper, and brought in bad faith in an effort to what appears to be what is now known as "forum shopping". It is a contradiction in law and procedure for the Respondents to

begin the Civil Action in State Court and when the Petitioners filed a countersuit the Respondents remove the action to Federal Court.

It is critical to note that neither Wells Fargo, Freddie Mac, nor MERS filed required disclosure statements under FRCP 7.1 nor did M.D. La., require the filing See Appendix D Exhibit 12. Judge deGravelles issued several Rulings and Orders without required Disclosure Statements and according to recent reporting by the Wall Street Journal he has a history of hearing cases where he has a financial conflict and should have automatically recused himself as required under 28 USC §455.

The Berrys attached Exhibits to their filings, under FRCP Rule 10 exhibits supersede the pleadings and they were used to show genuine issues of material facts to survive a ruling under FRCP 12(b)(6). In *Hunt Ridge at Tall Pines, Inc. v Hall, 766 So. 2d 399* when exhibits are attached to a complaint, the contents of the exhibits control over the allegations of the complaint. On 10/15/2020, Petitioners filed Judicial Notice, Affidavit of Motion to Vacate, and a Request to Vacate the Ruling and Order dated 9/25/2020. In the Motion to Vacate the Petitioners refiled the Exhibits that were stricken from the record by Judge deGravelles in the Amended Complaint. According the evidence of his striking from the Record the addition of the Exhibits to the Amended Petition Judge deGravelles and the 5th Cir., in its PCA footnote 10, found it more important to suppress evidence than to adjudicate the truth of the merits of the case. Both the M.D. La., and 5th Cir., orders and rulings erred in their application of the principles of Judicial Canons 1, 3

and 4 by ignoring these critical documents. The evidence shows the last four years of litigation could have been averted had the Respondents not wrongfully filed foreclosure and then sought to cover it up with falsified documents, and misleading statements to the Court. It could have also been averted if the Judicial System correctly applied the rule of law instead of ruling on lies. The Judicial System itself is better than that but only if Official Court Actors behave in such a way that allows the Judicial Machinery to work through honesty, integrity, and proper application of the law.

SUMMARY OF THE ARGUMENT

The Petitioners are seeking justice to reverse the rulings of M.D. La., Quiet Title and receive relief for damages caused by Respondents. Throughout this process Respondents have misled the Petitioners and Court. Petitioners have worked diligently to shed light on the truth, and merit of this case and seeks the watchful eyes of this Court to assure the rule of law is justly applied.

The Berrys' assert they are the sole owners of the property affirmed in 2006 through the Equifirst Cancellation of Mortgage and Note which was legally compliant with the law. No Appellee has produced any evidentiary basis that the 2005 LoanCity instruments was a legitimate refinance of the Original Equifirst note of 2002 in fact they insist it is a separate note but legally you cannot separate the two notes. No Respondent was at the closing table when the documents were executed to verify the veracity of the instruments. According to the evidence, LoanCity instruments were induced by fraud forever severing the Chain of Title.

Therefore, no Respondent or their successors have a colorable claim against the property. If the Chain of Title is broken ownership of the note cannot be asserted and enforcement is not applicable because the Respondents lack standing. Table 1 Broken Chain of Title: No Standing Exhibit 3 outlines the Broken Chain of Title. Table 2 Respondents ' Untruths Exhibit 9 outlines Respondents claims versus what the evidence shows.

Selling and transference of the Original Note and Mortgage preserves the Chain of Title and is a critical step in proving rightful ownership. LoanCity contacted Equifirst to secure the Original Note and Mortgage for the refinance. However, Equifirst instead of selling the note to LoanCity declared the note and mortgage were cancelled, paid with nothing owing which conferred ownership to the Berrys in 2006. Therefore, LoanCity did not refinance the Berrys' original note and mortgage because it is impossible to refinance a lost note, deemed Paid in Full with nothing owing. ROA.21- 30060.273-275. Thusly, every relative action connected to LoanCity's alleged 2005 refinance represents fraud in dictum and fraud in factum. Neither the Respondents, nor M.D. La., nor the 5th Cir., have the ability to change the laws regarding proper conveyance of a note and mortgage. **Both M.D. La., and 5th Cir., stated the LoanCity instruments are separate from the Equifirst instruments is a false assertion leading the violations of Petitioners due process and deprivation of property.** Respondents themselves said it was a "refinance". The law is well settled - an action based on fraud is not legally enforceable. Therefore,

the evidence establishes LoanCity instruments are an absolute nullity because 1) FRCP 60(b)(3), (4), and 2) no Respondent have standing.

M.D. La., and 5th Cir., wrongly asserted since the Respondents did not take the home see PCA footnote 8, and 12 that the case is not ripe and the Berrys have not been harmed. Yet in the 19th JDC, C-656991 Wells Fargo wrongfully obtaind a judgment then sold it for a profit and is falsely claiming the Berrys owe a debt that was cancelled in 2006. Until the C-656991 Judgment is vacated and the truth that ownership of the property was conveyed to the Berrys in 2006; the Berrys are in harm's way of the deprivation of property, violation of due process and constitutional rights afforded under the Bill of Rights.

The evidence shows the Respondents are repeat offenders in breaking the law as found by the Department of Justice, Board of Governors for the Federal Reserve System, Federal Housing Finance Agency, Securities and Exchange Commission, Office of the Currency, Federal Deposit Insurance Corporation, Consumer Financial Protection Bureau, Office of the Comptroller of the Currency, US District Court for the District of Columbia and all 50 states including Louisiana.

Question 1

A Lost Note Affidavit must comply with UCC §3-309 Enforcement of Lost, Destroyed, or Stolen Instrument. The Lost Note Affidavit for the Berrys was properly filed 01/18/2006 and the Clerk of the Court of East Baton Rouge Cancelled the instruments accordingly. The Respondents have never challenged the validity of this document and the Court never adjudicated its connection to the chain of title.

In *Urban Property Company Of Louisiana, L.L.C. v. Pioneer Credit Company. No. 03-CA-38* the Court of Appeal of Louisiana, Fifth Circuit, acknowledged the validity and utility of the Lost Note Affidavit. Urban sued the creator of the Lost Note Affidavit because they had no legal standing to assert against the homeowners. The same applies to this case.

Louisiana utilize the **Race Recording Act see Appendix E that states the document recorded first wins and will have priority over any later recording.**

Petitioners request this Honorable Court assess the Lost Note Affidavit legal determination and rule in favor of the Petitioners based upon the preponderance of clear evidence that the Berrys are the sole owners of the property. The Courts cannot ignore evidence provided along the way to its rulings. FRE 803(14), records of documents about property interest if from public office with statutory duty to keep was admitted.

The 5th Cir., PCA mentioned the dates for the LoanCity documents but it did not mention the date for the Lost Note Affidavit filed in 2006. This is an example of bias through painting a false narrative. All arguments and orders regarding the falsified LoanCity instruments are moot.

M.D. La., and the 5th Cir., erred in ruling the LoanCity Note and Mortgage are valid instruments compliant with UCC §9-203(b) which states value must be shown and UCC §3-202(2) which requires assignments and allonges to be permanantly affixed to the original instrument which were the regulations put in

place and adopted by the States and enforced by the OCC, SEC, CFPB, and to be adjudicated judicially.

The question becomes did the M.D. La., and 5th Cir., Judges err in determining the legal requirements for "refinancing" an original note and mortgage or did they simply choose to reframe the Petitioners' arguments and the legal meaning of the documents submitted as evidence. Had a hearing been held the Courts could have heard testimony to the veracity of each document See Exhibit 2, 3, and 4. Due process has been denied.

Question 2

The Supreme Court is requested to initiate corrective action in the M.D. La., and 5th Cir., to assure compliance with FRCP and FRAP rules. FRCP Rules not followed by the M.D. La. nor corrected/adjudicated by the 5th Cir., include the following.

A. FRCP 7.1 Violated

For the Court to be fair and impartial it must review the corporate filings within the **Disclosure Statement** to assess whether there is a conflict of interest which determines recusal from the case. M.D. La., and 5th Cir., erred by not adjudicating the fact the Respondents did not file Disclosure Statements required by FRCP 7.1. The 5th Cir., erred by *not stating why Wells Fargo and MERS did not file their disclosure statements in the M.D. La.*, which produced a reversable error. The 5th Cir., stated that Freddie Mac conceded they did not file disclosure statements in their PCA Page 9 paragraph 2. Freddie Mac earlier wrote to the

Court that they were a federal agency and did not have to file disclosure statements and yet 5th Cir., did nothing with their concession of fraud upon the Court by falsely claiming to be a Federal Agency. Is not filing disclosures and the judge not affirming he has no conflict a reversable procedural error? See Exhibit 12 The evidence shows M.D. La., and 5th Cir., erred in their duty to admonish fraud on the Court and take appropriate actions.

It raises the question of whether all filings by the Respondents are in **noncompliance** and should be vacated/annulled because they were "filed out of time" according to *FRCP 6* Computing and Extending Time for Motion Papers. The information required by Rule 7.1(a) reflects the "financial interest" standard of Canon 3C(1)(c) of the Code of Conduct for United States Judges.

According to the 5th Cir. PCA the Judges have not properly adjudicated whether M.D. La., acted with bias and without jurisdiction. The evidence shows all rulings, orders and judgements are voided/nullified because all of the Respondents violated FRCP 7.1 and M.D. La., and the 5th Cir., erred in not taking corrective action.

According to 28 USC §455 **Judges are responsible for recusing themselves** based **upon the mere appearance of bias and partiality.**

...Recusal is self-executing; **Further, the judge has a legal duty to disqualify himself even if there is no motion asking for his disqualification** *Taylor v. O'Grady*, 888 F.2d 1189 (7th Cir. 1989). **Judges do not have discretion, not to disqualify themselves.** By law, they are bound to follow the law.

The Wall Street Journal released the investigative article *131 Judges Broke the Law by Hearing Cases Where They Had a Financial Interest.* Nolo.com posted an article on 9/28/2021 *Seven federal judges in Louisiana had financial conflicts of interest, investigation finds,* which listed Judge deGravelles the Judge in this case.

The US Congress responded immediately by amending the Courthouse Ethics and Transparency Act S. 812 and S 3059.

B. FRCP 60(b)(3), (4)

FRCP 60(b)(3), (4) see Appendix E allows for relief from a judgment or order based on fraud and if the judgment is void;

Wells Fargo filed the civil action *C-656991 and wrongfully obtained a judgment* see Exhibit 1 from which the Berrys are seeking relief. Petitioners provided evidence showing the documents provided by the Respondents to the Clerk of Court for East Baton Rouge Parish, 19th JDC and M.D. La., are facially invalid and the product of fraud in dictum and fraud in factum. The M.D. La., ruled in err and the 5th Cir., Affirmed that no civil action was filed contrary to the evidence. The C-656991 Docket was submitted as evidence to show the case is still active in the 19th JDC. Wells Fargo held the order for Writ of Seizure, used for the Sheriff to sell the home. They activated and paid for all activity associated with foreclosure from April 2017 to October of 2018. See Table 1 Broken Chain of Title See Exhibit 3 and Table 2: Respondents Untruths Exhibit 9.

Freddie Mac wrongfully securitized the LoanCity instruments because they are false documents.[1] These actions represent unfair and deceptive practices and therefore fraud.

Respondents violated FRCP 8.4(c), (e) even after being put on notice of the unenforceability of LoanCity instruments ROA.21-30060.53, 158, 173, they continue to use documents that are fraud on their face.

The evidence shows, Judge deGravelles and the 5th erred in Affirming Petitioners do not have standing to challenge the assignment See Exhibit 2, 3, 4, 7, 9 because the Supreme Court stated Claims cannot be barred where fraud was involved; and evidence should be allowed in the advancement of truth. *Brown v. Felsen, 442 U.S. 127, 132 (1979).*

The Supreme Court has also held that if a party has used fraud to obtain a judgement, the party should be deprived of the benefit of the judgment. See *Marshall v. Holmes, 141 U.S. 589 at 599 (1891)*, quoting *Johnson v. Waters, 111 U.S. 640, 667, 28 L. Ed. 547, 4 S. Ct. 619 (1884).* see also *Chambers v. NASCO, Inc., 501 U.S. 32, 44.*

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[1] Illegal Securitization of Promissory Note Breaks "Chain of Title" because Respondents illegal securitization of the Appellant Original Promissory Note was not put in a Trust. The collection on the Petitioners loan under this circumstance was "Double-Dipping" or Securities Fraud in violation of RICO Act 18 USC 1962 under the provision of collection of unlawful debt (via stock or charge off). The Court erred because the Respondents collection was illegal when not properly assigned and based on a Nullity. See Exhibit 3

USA vs BOA, Wells Fargo, et al lawsuit resulted in a Consent Decree ROA.21-30060.1140-1141 because the Respondents created false paperwork, filed it in Courthouses, and used them to wrongfully foreclose on homeowners. See Exhibit 5 Evidence shows Respondents are continuing to create false paperwork for profit. U.S. Bankruptcy Court Judge Robert Drain for the Southern District of New York found that Wells Fargo was "improving its own position by creating new documents and indorsements from third parties to itself to ensure that it could enforce its claims. In re: Cythia Carssow-Franklin Case Number 15-CV1701 (KMK).

C. M.D. La., violated 28 USC 636 use of USMJ

The evidence shows M.D. La., violated 28 U.S. Code 636 by issuing an order/assigning this case to a United States Magistrate Judge (USMJ) without securing the consent of the Parties. According to 28 U.S. Code 636 (c)(l).

Magistrate Judges Under FRCP 72-76 and 28 USC 631-639, 324 district courts may refer matters to magistrate judges with authority ranging from acting on nondispositive, pre-trial matters, to conducting full trials. **The standard of review applied to matters decided by magistrate judges hinges both on the basis for the referral and whether the parties have consented to that referral.**

This Court is requested to clarify whether this creates a reversable error. Additionally, this Procedural Error deprive Pro Se Litigants of their Due Process Rights. According to 28 USC 636 (b)(1)(A) and (B)[2], ROA.21-30060.474-475 USMJ

[2] ... A judge may designate a magistrate judge to hear and determine any pretrial matter pending before the court, except a motion for injunctive relief, for judgment on the pleadings, for summary judgment. to dismiss for failure to state a claim upon which relief can be granted, and to involuntarily dismiss an action.

cannot rule on cases requesting injunctive relief or motions to dismiss for failing to state a claim which are both in this case.

D. Petitioners denied the right to pursue discovery under FRCP 26.

The Status Conference set for 4/11/2019 was cancelled by Judge deGravelles at 4:30pm on 4/10/2019. Short briefs were requested. ROA.21-30060.6. Judge deGravelles failure to address the *Emergency Motion for Temporary Restraining Order and Injunction* ROA. ROA.21-30060.169 created a technicality and showed bias by creating the façade "the case was not ripe".

The Berrys requested a Temporary Restraining Order (TRO) and Injunction to the 19th JDC. The TRO, was issued and a hearing for Injunction was set in less than 30 days. The same request was made to M.D. La., and there was no response until six months later after the 10/31/2018 proposed sale. Judge deGravelles failure to grant a hearing for the Injunction Motion harmed the Berrys financially and emotionally by forcing them to file Bankruptcy on 10/30/2018 to stop the sale of the home set for the next day.

The Berrys only filed for bankruptcy because no protection was provided by Judge deGravelles failure to comply with the rule of law. It created an opportunity for Wells Fargo to falsely claim they did not file foreclosure in their Status Report. The 5th Cir., in its PCA footnote 4 stated Wells Fargo did initiate foreclosing proceedings in Louisiana state court. The 5th Cir., erred in that it did not adjudicate yet another false statement made by Wells Fargo to the M.D. La.

The inaction of the Court denied the Berrys their due process. FRCP 26(a)(1)(C) Time for Initial Disclosures – In General occurs after the discovery hearing occurs. Petitioners were denied this due process action. The 5th Cir., erred in its PCA by stating the Petitioners never raised the issue of Discovery. Discovery was anticipated with the filing of the Amended Petition as stated in ROA.21-30060.732 line 121-124.

Question 3:

Wells Fargo obtained an order in the 19th JDC case number *C-656991* See Exhibit 1. The Berrys filed a Counter Suit C-672792. This case was removed by the Respondents to M.D. La.; however, M.D. La., does not have Supplemental Jurisdiction under 28 USC §1367 over foreclosures and breach of contracts. Wells Fargo notice of removal cover sheet stated VI. Cause of Action Breach of contract related to mortgage and foreclosure, but checked the "Other Contract" box on the form ROA.21-30060.30. Evidence indicates M.D. La., should have immediately relinquished jurisdiction because evidence proves ***M.D. La., is not an appeals courts to overturn the foreclosure judgment in 19th JDC C-656991. LA RS 2752 requires the petition for injunction to be in the court where the executory proceeding is pending, either in the executory proceeding or in a separate suit. This makes removal from the 19th JDC to the M.D. La., illegal.***

Improper Removal 28 USC §§1447, 1441 if the District Court determines that it lacks subject matter jurisdiction at any time before entry of final judgment, the District Court must remand the action to the State Court. A judgment from a court

that did not have subject matter jurisdiction is forever nullity. *Rhode Island vs Massachusetts 37 U.S. 657 (1838), Joyce v. United States, 474F.2d215 (3d Cir. 1973)*

The Doctrine of Abstention is an authority that precludes federal courts from hearing cases, giving state courts authority over the case. The policy behind the doctrine is rooted in federalism, and the interest of allowing state courts to adjudicate matters that are particular significance to the state or its laws. The Pullman, Younger and Rooker-Feldman Doctrines all apply.

The Pullman Doctrine states the federal courts should exercise it discretion to stay from a case, where constitutional considerations are at play, when the state court proceedings can resolve the issue. The Supreme Court stated that the Texas Supreme Court held ultimate authority on interpreting state law and as a result, the district court should restrain their authority because of the scrupulous regard for the rightful independence of state government and for the smooth working of the federal judiciary. See *Railroad Commission of Texas v Pullman Co., 312 US 496 (1941).*

M.D. La., ignored this long-standing precedent and the 5th Cir., affirmed this practice by saying the District Courts can determine their own jurisdiction. Both Courts, erred in their assessment of proper subject matter jurisdiction and because of the lack of jurisdiction we ask this court to make all of their orders and judgments void.

The Younger Doctrine also applies in that it holds federal courts should abstain from cases that are pending in state proceedings. The Supreme Court in *Exxon Mobile Corp. v. Saudi Basic Industries Corp., 544 U.S. 280 (2005)* expanded Younger and held that when there is parallel litigation in state and federal courts, the federal court may be bound to recognize the preclusive effects of a state-court judgment.

"Likewise, Doctrine of Abstention *Younger v Harris 401 U.S. 37, 91 S. Ct. 746, 27 L. Ed.2d669 (1971).* When the property at issue is the subject of ongoing foreclosure, proceedings, in state court. 644 — *Cunningham v .J.P. Morgan Chase Bank, 537 Fed. Appx 44, 45 (3d Cir. 2013);* Like other Circuits, the Fourth Circuit has stated that the Younger abstention doctrine requires a federal court to abstain from interfering in state proceedings, even if jurisdiction exist, if there is (l) an ongoing state judicial proceeding instituted prior to any substation progress in the federal proceeding (2) implicates important, substantial or vital state interest (3) provides an adequate opportunity for the plaintiff to raise the federal constitutional claim advanced in federal lawsuit. ***In Pennzoil, the Court held that the federal courts should not interfere with state courts enforcing their own orders and judgements, reasoning that Not only would federal injunctions in such cases interfere with the execution of state judgments, but they would do so on ground that challenge the very process by which those judgements were obtained 481 at 13, 107 S. Ct. 1519."***

The 5th Cir., stated in its PCA pages 4-6 that removal was proper and "M.D. La., had the right to determine its own jurisdiction". This flies in the face of the basic and critical element of Subject Matter Jurisdiction which includes Supplemental Jurisdiction, and the Doctrine of Abstention. Even with Diversity, if the court does not have supplemental jurisdiction, then it should abstain. The Court stated the entire case was transferred to the M.D. La., and therefore, there was no "pending" action in state court. However, Petitioners provided the Docket for *C-656991* which showed the case is still "Active" in 19th JDC.

The Petitioners outlined in Table 1 Broken Chain of Title see Exhibit 3. The evidence shows, the request to remove case from 19th JDC to M.D. La., was brought in bad faith and created a procedural error related to Subject Matter Jurisdiction under LA RS 2752 ***which triggers improper removal under 28 USC §§1447, 1441, 1367***. This action activates the reversal of all orders and rulings or a remand back to 19th JDC.

The Rooker-Feldman Doctrine also applies. The Berrys are contesting the validity of the debt and propriety of the foreclosure based on the Judgment rendered in the 19th JDC, C-656991. Petitioners, affirm they are the sole owners of the property and not debtors, as evidenced by breaks in the Chain of Title documented in Exhibit 3, 9.

The Rooker-Feldman Doctrine has strictly limited federal district courts' authority to review state court judgments and related claims. See generally *Exxon Mobile Corp. v. Saudi Basic Industries Corp., 544 U.S. 280 (2005); Dist. of Columbia*

Court of Appeals v. Feldman, 460 U.S. 462 (1983); Rooker v. Fid. Trust co., 263 U.S. 413 (1923).

Because the doctrine involves subject matter jurisdiction, it predominates over other issues because, where it applies, the court cannot consider the merits of the case. See *Powell v. Powell, 80 F.3d 464, 466-67 (11th Cir. 1996); Garry v. Ceils, 82 F.3d 1362, 1365 (7th Cir. 1996).* The Rooker-Feldman Doctrine generally recognizes that federal district courts do not have jurisdiction to act as appellate courts and precludes them from reviewing state court decisions. *Ware v. Polk Cnty. Bd. Of Cnty. Comm'rs, 2010 WL 3329959, at *1 (11th Cir. Aug. 25, 2010)* (citation omitted). "The doctrine applies to both federal claims raised in the state court and to those 'inextricably intertwined' with the state court's judgment." *Casale v. Tillman, 558 F.3d 1258, 1260 (1st Cir. 2009).* The Eleventh Circuit has held that the Rooker-Feldman doctrine bars federal court review of state-court orders authorizing a writ of execution.

Cavero v. One West Bank FSB, 14-14369, 2015 WL 3540388 (11th Cir. 2015) (Because the claims in the Petitioners complaint attacked the validity of the debt and propriety of foreclosure, the Eleventh Circuit found that such claims were "inextricably intertwined" with the foreclosure judgment. Accordingly, the claims could not be heard by a federal district court under the Rooker-Feldman Doctrine.)

A wrongful foreclosure lawsuit filed in 19th JDC, and removed to M.D. La., is not exempt from the Rooker-Feldman doctrine.

Question 4:

The Fifth Amendment to the United States Constitution provides in relevant part: "No person shall be ... deprived of life, liberty or property without due process of law...."

The Fourteenth Amendment to the United States Constitution provides in relevant part: "No state shall ... deprive any person of . . . property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."

42 USC §1983 – Civil action for deprivation of rights guarantees every person who under the color of any statute, ordinance, regulation... of any State... subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress.

A. Violations of Due Process

It is well-recognized law that executory process to enforce a mortgage is a unique and harsh remedy requiring strict Construction, *Moore v. Louisiana Bank & Trust co., 528 So.2d 606, 609 (La.1998). -FGB Realty Advisors, Inc. v. Riedlinger, 95-2276* (La.App. 4th Cir.4/3/96), 671 so.2d 560, 564, writ denied, 96 –1299 (La.7/1/96), 676 So.2d 101; *Bank of New York Mellon v. Smith, 2011-60 (La.App. 3rd Cir.6/29/11), 71 So.3d 1034, 1041*, writ denied, 2011-2080 (La.11/18/11), 75 So.3d 462.

The evidence shows authentic and legally viable evidence was not presented by Respondents See Table 1 Broken Chain of Title Exhibit 3 and Table 2: Respondents Untruths see Exhibit 9. In Mellon, 71 So.3d at 1043, explained:

. . .According to 42 USC §1983 plaintiffs' due process rights were violated, intentionally or otherwise. While there is no evidence of intentionally tortious conduct on the part of Dean Morris, there is evidence that Dean Morris intentionally took measures which resulted in an invasion of the plaintiffs' property interests. Under Louisiana law this is enough to create a **genuine issue of material fact...**

Petitioners request the US Supreme Court to reverse/vacate judgements rendered in the 19th JDC C-656991, M.D. La., 3:18-cv-00888 and 5th Cir., Consolidated 20-30670 and 21-30060 because the evidence shows all Respondents were actors of this scheme to defraud Petitioners of their constitutional rights and rights to property. The Berrys further request this Court determination that no Respondent has any rights to said property because Respondents documents provided are insufficient for the purposes of foreclosure by executory process in light of perpetual fraudulent activity.

This Court may reverse because M.D. La., and 5th Cir., considered impermissible factors or failed to consider factors that it should have evaluated. In this category are cases seeking a preliminary injunction, a declaratory judgment, or an exercise of nonexistent supplemental jurisdiction due in part to LA RS 2752.

Petitioners' lawsuit followed the rule of law. In the beginning of the mortgage meltdown of 2007 foreclosures ran rapid. The Courts were made unwitting accomplices to the wrongdoings of the mortgage industry. However, time passed and the truth came out. We now see cases like *Wolf vs Wells Fargo, Phyllis Horace v Lasalle Bank National Association, et al (2011); United States vs Bank of America, et al.; Securities and Exchange Commission v. Wells Fargo & Company, Civil Action No. CV-1280087 CRB Misc. (N.D. Cal. 3/23/2012); United States Of America Before The Securities And Exchange Commission Administrative Proceeding File No. 3-14982 Order Instituting Administrative And Cease-And Desist Proceedings Pursuant To Section 8a Of The Securities Act Of 1933, Section 15(B) Of The Securities Exchange Act Of 1934, And Section 9(B) Of The Investment Company Act Of 1940, Making Findings And Imposing Remedial Sanctions And A Cease and-Desist Order and CFPB v Wells Fa*rgo which were all based on illegal Securitization of Respondents [3]. If M.D. La., and 5th Cir., are stating Illegal Securitization cannot be plead then the Court rulings are contradictory to Federal Regulators Enforcement actions as well as the rule of law and violation of Rule 2.01 PSA, and UCC §3-309, UCC §3-202(2) and UCC §9-203(b).

B. M.D., La., lacks jurisdiction under Article III of the Constitution.

[3] In Wolf vs Wells Fargo, the jury awarded the Wolfs $5.4 million in damages because of illegal securitization ROA.21-30060.1173-1177. The SEC filed complaints of security fraud against Freddie Macs' Executives. ROA.21-30060.1075-1078 Consent Order issued to MERS by Dept of Treasury, ROA.21-30060.292-300, 1060-1068 and USA vs BOA, Wells Fargo et al. ROA.21-30060.1147-1151.

M.D. La., erred in accepting jurisdiction because this case is of important state interest, and under the Article III, the Federal Court must abstain from interference with state judicial proceedings.

M.D. La., erred by assuming jurisdiction, and dismissing the complaint multiple times; thereby interfering with the important state issue presented in case C-656991 which needs to be resolved by 19th JDC the court of original jurisdiction or by this Honorable Court.

C. Whether the Berrys' Fifth Amendment and Fourteenth Amendment Rights to Due Process were Violated.

The evidence shows, Respondents have provided no legally enforceable proof of ownership of the Original Mortgage and Note of the subject property see Exhibit 2.

The Supreme Court has interpreted the Due Process Clause as providing two main protections: procedural due process, which requires government officials to follow fair procedures before depriving a person of life, liberty, or property, and substantive due process, which protects certain fundamental rights from government interference. Due process deals with the administration of justice and thus the due process clause acts as a safeguard from arbitrary denial of life, liberty, or property by the government outside the sanction of law. [4] *Johnson v. U.S. Dep't of Agric, 734 F.2d 774 (1st Cir. 1984).*

In the interest of Justice, the following occurred, is documented, and we respectfully request this Court to determine legality, and enforceability. Petitioners

[4] Madison, P.A. (2 August 2010). "Historical Analysis of the first of the 14th Amendment's First Section". The Federalist Blog. Retrieved 19 January 2013.

in their filings with the M.D. La., and 5th Cir., have exposed over 14 actions of due process violations committed by the Respondents, M.D. La., and 5th Cir. The Courts' procedural errors are evidence of bias against the Petitioners and bias in favor of the Respondents by not requiring the Respondents to follow mandatory FRCP Rules, allowing them to make false statements to the Court and not adjudicating evidence provided. This resulted in the Courts ruling in the Respondents' favor while violating the Berrys' Due Process.

Question 5:

A. Statutes and Rules of Professional Conduct

18 USC §1001 affirms that false statements by anyone in the executive, legislative and judicial branch is wrong and should not occur. According to Rule 3.3 of the ABA's Model Rules of Professional Conduct specifically (a) A lawyer shall not knowingly: (1) make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer; (2) fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or (3) offer evidence that the lawyer knows to be false.

Fed. Nat'l Mortg. Ass'n v. Bradbury, 32 A.3d 1014, 1016 (Me. 2011). See also *Kemp v. Countrywide Home Loans, Inc., 440 B.R. 624 (Bankr. D. N.J. 2010)* (refusing to recognize as legitimate Countrywide's attempted transfer of a note and mortgage that had not been properly endorsed); In re Hill , 437 Bankr. W.D. Pa.

2010) (issuing a "public censure" against Countrywide and counsel for fabricating evidence).

Each Respondent had the duty to conduct a title search prior to accepting the LoanCity instruments and prior to initiating foreclosure proceedings to assure authentic information is used. Instead, the Respondents and their Attorneys misled the Court to Dismiss Petitioners' case see Table 1 Broken Chain of Title See Exhibit 3, and Table 2: Respondents Untruths See Exhibit 9 ROA.21-30060.158, 173, 200:27-28, 613:1-10.

The Affidavit of Lost Note and Authorization to Cancel the original 2002 Mortgage and Note has critical impact on the validity of the LoanCity 2005 instruments which is a **genuine issue of material fact** as discussed herein.

According to the evidence, Respondents failed this duty and acted in bad faith in order to obtain Dismissal of Petitioners Claims.

In 2011 the Department of Justice stated in their lawsuit against the major banks and those in the mortgage industry including the Respondents Wells Fargo and MERS See Exhibit 5:

(c)preparing, executing, notarizing or presenting false and misleading documents, filing false and misleading documents with courts...; (e) misrepresenting the identity, office, or legal status of the affiant executing foreclosure-related documents; (f) inappropriately charging... costs and expenses related to foreclosures

Hence, the federal government regulators inclusive of the FDIC, SEC, OCC, FTC, CFPB, DOJ have all issued Consent Decrees new laws and regulations to curb the illegal activity listed above. The evidence shows the Respondents through the Federal Courts, have circumvented the regulatory authority of these agencies and have participated in a systematic approach which fails the justice system and homeowners alike. People have lost confidence in the judicial system particularly federal district courts because they were used to issue numerous Motions to Dismiss under FRCP 12(b)(6) which gave way to homeowners being denied Due Process and right to property.

B. Multiple Lies Respondents made to the Court

Wells Fargo misled the M.D. La., and Petitioners multiple times but in the Suggestion of Bankruptcy See Exhibit 13 ROA.21-30060.200:26-27 they told untruths by specifically stating **"Here, neither Wells Fargo nor any other Defendant has filed any claim or action against the debtor" in their** SUGGESTION OF BANKRUPTCY ROA. ROA.21-30060.187. However, the evidence shows that they did file a civil action *in 19th JDC C-656991 where they obtained a judgment on 4/17/2017 to which the Berrys filed a countersuit the subject of this writ.* See Exhibit 1, 8.

Wells Fargo told the Court it sold the loan on 3/19/2018 and stated "they were not going to proceed with foreclosure or knew of anyone who would" but the evidence shows every transaction since April 2018 is in the name of Wells Fargo including the activation of the Writ of Seizure, payments made to the Court,

Sherriff's Office and the Newspaper Article listing the sale of the home for 10/31/2018. This is yet another example of Wells Fargo telling lies and creating paperwork after the fact to support untrue claims. See Exhibit 1, 8, 9

The Supreme Court recognized that greater deference is due under the clearly erroneous standard to findings based upon the credibility of witnesses.[5] [6] Although no trial has occurred Petitioners believe "clear error" exists and the credibility of all Respondents is at issue.

The Supreme Court indicated in *Pullman-Standard v. Swint*, [35] that if the district court has completely failed to make Rule 52 factual findings on decisive issues, then: [T]he usual rule is that there should be a remand for further proceedings to permit the trial court to make the missing findings... Likewise, where findings are infirm because of an erroneous view of the law, a remand is the proper course unless the record permits only one resolution of the factual issue. Findings that are clearly erroneous, however, already have gone through the fact sifting process and come out wrong on their own terms. In such a case, the appellate court may reject or correct those findings on their own terms and reverse without remand.[7]

Until recently, many federal courts applied a strict standard of review of findings based on documentary evidence; however, the M.D. La., and 5th Cir., have not applied the standard and the Supreme Court is requested to send a clear

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[5] *Anderson v. City of Bessemer City, 470 U.S. 564, 573 (1985); Bose Corp. v. Consumers Union of United States, Inc., 466 U.S. 485, 500 (1984).*

[6] U.S. 273 (1982).

[7] *Panduit Corp. v. Dennison Mfg. Co., 810 F.2d 1561, 1565-66, 1 U.S.P.Q.2d 1593, 1595 (Fed. Cit. 1987).*

message to the lower courts that evidence and merits of a case must be tried and not ignored.

C. The mortgage industry fabricating facially invalid, non-legally enforceable documents voids the legitimacy of mortgage backed securities

Fabrication of facially invalid, non-legally enforceable documents is a domestic threat to the homeowner, United States, global economy, and Judicial System. Petitioners assert M.D. La., and the 5th Cir., erred in its decision because a faulty securitization process opens homeowners to false claims of enforcement of a note where no one can prove a debt is truly owed and to whom.

Securitization as designed and enforced by UCC regulations, and enforced by the OCC, SEC, FDIC and CFPB proves evidence of ownership in accordance with state statutes that have adopted the UCC regulations. If proper Chain of Title does not exist than proof of security interest cannot be determined.[8] ***By not analyzing securitization, Courts can error in judgment by making assumptions instead of examining evidence and standing.*** The Judicial Machinery is constantly being attacked through the use of false evidence appearing real, through documents filed in the local, state and federal Courts that are not legally valid to assert false claims of debt and ownership.

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[8] Office of Comptroller of the Currency (OCC) Asset Securitization Comptroller's Handbook Nov. 1997 https://www.occ.treas.gov/publications-and-resources/publications/comptrollershandbook/flles/asset-securitization/index-asset-securitization.html ROA.21-30060.754:648-663.

Bad legal precedent exists by stating homeowners cannot challenge standing which is the rudimentary element of any legal action. The securitization process says to whom the homeowner owes a debt. If the legal documents thereof cannot prove a debt is owed or harm is done the legal system cannot assess the truth. Petitioners cannot assess the truth of the mortgage backed securities any company with access to the system can assert a false claim of being a Real Estate Mortgage Investment Conduit (REMIC) but if they never register the trust with state, and federal government, the SEC or the IRS the legal connection and rightful payments to the government will never be made. Additionally, if a note and mortgage were legitimately securitized as indicated by the name of the Trust; the note would have to be negotiated out of the trust and properly sold as required by OCC federal regulations, PSA 2.01, and UCC §9-203(b) which states value of the purchase must be listed and UCC §3-202(2) which requires assignments and allonges to be permanantly affixed to the original instrument which were the regulations put in place and adopted by the States and enforced by the OCC, SEC, CFPB, and to be adjudicated should the need arise.

The Judicial system is responsible for applying the law with out prejudice. The precedent by the Court stating homeowners cannot challenge validation of a debt also challenges "standing" the bedrock principle under Article III of the US Consititution. [9]

[9] A Consent Order was issued in reference to the matter of the United States Of America Department Of The Treasury Comptroller Of The Currency Washington, D.C. et all vs MERSCORP, Inc., Mortgage Electronic Registration Systems, Inc. (MERS) ROA.21-30060.292300, 1060-1068.

Question 6

The Uniform Commercial Code (UCC) is a comprehensive set of laws governing all commercial transactions in the United States. It is NOT a federal law, but a uniformly adopted state laws. Uniformity of law is essential in this area for the interstate transaction of business. ***Because the UCC has been universally adopted, businesses can enter into contracts including real property with confidence that the terms will be enforced in the same way by the courts of every American jurisdiction.*** The resulting certainty of business relationships allows businesses to grow and the American economy to thrive. For this reason, the UCC has been called "the backbone of American Commerce"[10]

Louisiana adopted UCC regulations and recognize Unconscionable Contracts via UCC. Additionally, in contract law an unconscionable contract is one that is unjust or extremely one-sided in favor of the person who has the superior bargaining power. An unconscionable contract is one that no person who is mentally competent would enter into and that no fair and honest person would accept.

This is pled in the Amended Petition ROA.21-30060.754:654-663, 755:664666 items lists the claims related to Mortgage Fraud.

A. LoanCity 2005 note and mortgage are non-negotiable under UCC

According to UCC §9-203(b), OCC Regulations state you must show value on the instruments of actual payment for the note and mortgage. There is no reference to value in any document provided nor can there be because neither LoanCity,

[10] Source: www.uniformlaws.org

Wells Fargo nor Freddie Mac ever purchased the original note and mortgage from Equifirst. Because Wells Fargo used false documents including those supplied by Freddie Mac ROA.21-30060.158, 173 to initiate foreclosure proceedings in *19th JDC, C-656991* they continuously made false claims to the Court violating Rule 8.4(c), (e). As stated earlier in Table I Broken Chain of Title See Exhibit 3 and Table 2: Respondents Untruths see Exhibit 9 the Assignment from LoanCity to Wells Fargo fail as a matter of proper conveyance according to UCC regulations, See Exhibit 7.

In a REMIC the Pooling and Servicing Agreement (PSA) is the document that actually creates a residential mortgage backed securitized trust and establishes the obligations and authority of the Master Servicer and the Primary Servicer. The PSA also establishes some mandatory rules and procedures for the sales and transfers of the mortgages and mortgage notes from the originators to the Trust. PSA Section 2.01 Conveyance of Mortgage Loans (a) the Depositor, concurrently with the execution and delivery thereof, hereby sells, transfers, assigns, sets over the otherwise conveys to the Trustee for the benefit of the Certificate holders, without recourse, all the right, title and interest of the Depositor in and to the Trust Fund and the Trustee, on behalf of the Trust, hereby accepts the Trust Fund. According to the evidence, this did not happen with the Petitioners original mortgage and note. See Exhibit 4.

B. MERS had no standing to assign note and mortgage from LoanCity to Wells Fargo in 2012 because LoanCity ceased to exist in 2008, and the original note and mortgage were never transferred, assigned, or sold to LoanCity by Equifirst but rather Equifirst cancelled the note and mortgage in 2006 which conferred ownership to the Berrys.

With the collapse of the housing market, the US Government found MERS produced false and fictitious mortgage assignments for use in foreclosures. In Franklin, the Honorable U.S. District Court Judge Kenneth M. Karas affirmed Judge Drain's findings, noting Wells Fargo engaged in a practice of creating "after-the-fact" documentation "on behalf of third parties" by in-house "assignment and indorsement teams" which **Wells Fargo tried to cover-up with an invalid MERS assignment on 6/12/2012,** two months after signing the $25 Billion National Mortgage Settlement.

Wells Fargo did the same thing to the Berrys on 11/6/2012 See Exhibit 7. The evidence is clear and overwhelming that Wells Fargo used falsified documents to assert a false claim against the Berrys' property.

Wells Fargo knew by their own admission "upon information and belief, Defendant LoanCity went out of business in 2007." ROA.21-30060.23 See exhibit 6. Yet, they conspired with MERS to revive this same dead company to transfer nonexistent rights in 2012 ROA.21-30060.334-335, 1056-1057. The true owner has to sell the value of the note according to the 2.01 PSA agreement, OCC Regulations

and UCC §3-309, UCC §9-203(b) and UCC §3-202(2). Ownership of the note must be legally valid by purchase and transfer.

In *You v. JP Morgan Chase Bank, N.A., 293 Ga. 67, 74 (2013)* the Court held that the holder of a deed to secure debt is authorized to exercise the power of sale. However, the Assignment of the deed to secure debt must be a facially valid one. The assignment facially invalid, it is void ab initio for fraud and void ab initio for violation of the Trust's PSA as set forth in the complaint[32].

WHY SHOULD THE SUPREME COURT ACCEPT THIS CASE

The protections of the Glass Steagall Act have slowly been stripped away. This has resulted in the 1980s Savings and Loans mortgage meltdown was a tester for how mortgage backed securities could make trillions for the mortgage industry while leaving hundreds of thousands without the home they paid thousands of dollars toward. Almost Twenty years later 2000s we see the same action and the rise of predatory lending in the form of Adjustable Rate Mortgages (ARMs) which were not thoroughly understood by homeowners through complex language not explained. Couple this with robo-signed documents, and falsified documents created after the fact to assert false claims by those in the mortgage industry which siphoned trillions of dollars from the global economy, the US government, State Governments and homeowners themselves. Now here we are almost 20 years later in 2022 we are beginning to see the uptick of predatory lending again through Adjustable Rate Mortgages, the mortgage industry is using FRCP 12(b)(6) motions

to make Federal Courts accomplishes willing and unwilling to wrongful foreclosures.

Adjustable-rate mortgage trends over time

Adjustable-rate mortgages were hugely popular prior to 2008, at one point making up over a third of the total mortgage market. However, they were also riskier for borrowers.

Before the housing crash, ARM loans did not have the same protections they do now. As a result, homeowners largely avoided them over the last decade. Between 2008 and 2022, adjustable-rate loans never made up more than 10% of the mortgage market.

Year	ARM Market Share (Approx.)[1]	Average 30-Year Fixed Rate[2]	Average 5/1 Adjustable-Rate[3]
2000	30%	8.05%	Not Listed
2005	35%	5.87%	5.32%
2010	7%	4.69%	3.82%
2015	5%	3.85%	2.94%
2020	3%	3.11%	3.08%
2022	10%	4.52%	3.45%

[1]Mortgage Bankers Association "Chart of the Week: Adjustable-Rate Mortgage (ARM) Loan Trends." [2,3]Freddie Mac weekly Primary Mortgage Market Survey. 2022 Annual average interest rates as of July 25, 2022

Source: Last viewed on August 3, 2022 the Report is as of July 25, 2022 https://themortgagereports.com/93472/adjustable-rate-mortgage-trends-2022

As the Table indicates the stage is being set for yet another transference of wealth from homeowners to those in the mortgage industry leaving the Judicial System and Taxpayers to bear the brunt of illegal activity.

Yes, the Berrys want peace of mind, and their property as conveyance was awarded to them in 2006. The M.D. La., and 5th Cir., have denied them these rights based on lies, not the truth and not evidence as no Respondent has offered any legally valid documents to assert a claim sufficient under Article III of the Constitution which requires standing.

It is time for the Judicial System to act boldly. The worst thing that can happen is the rule of law is enforced, trust is restored in the Judicial System, homeowners are protected and the economy will flourish because people will have more disposable income to spend in other areas of the market to keep the economy afloat. History has shown the mortgage industry is well adapted to offer other mortgage products like Home Equity Lines of Credit, LEGAL Refinances and other mortgage products they will not suffer long for the US Supreme taking corrective action to assure the entire Country benefits when the rule of law is justly adjudicated for all.

PRAYER FOR RELIEF

The Petitioners, Darrell Berry and Constance Lafayette, have carefully stated and for proven reasons supported by the evidence; prays this Honorable Court end the need for additional litigation by reversing/vacating the Rulings, Order and Judgment in 1) 19th JDC, C-656991, 2) M.D. La., 3:18-cv-00888 and 3) 5th Cir. Consolidated 20-30670 and 21-30060

The Berrys' Mortgage and Note were deemed Paid In Full which conveyed ownership to them in 2006. Equifirst is the original lender based on the Race Recording Act, therefore, any document used on behalf of the LoanCity Note and Mortgage is moot. As such the Petitioner may recover actual fees and all redress the Court deems advisable. The Respondents, their predecessors and successors are forevermore prohibited from any action of collection including foreclosure.

Furthermore, the Petitioners respectively prays this Court grants Monetary Damages and Fees as prescribed by law.

Respectfully Submitted this 12th day of October 2022.

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