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SUPREME COURT, U.S.

23-1120
No.

IN THE
Supreme Court of the United States

DABETH MANNS,
Petitioner,

v.

U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR
BANC OF AMERICA FUNDING CORPORATION FOR
MORTGAGE PASS-THROUGH CERTIFICATES 2007-03,
Respondent.

ON PETITION FOR A WRIT OF CERTIORARI
TO THE DISTRICT OF COLUMBIA
COURT OF APPEALS

PETITION FOR A WRIT OF CERTIORARI

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March 14, 2024

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QUESTIONS PRESENTED

- I. Should the District of Columbia Court of Appeals decision be upheld in part or whole, reversed and/or the case remanded because the United States Constitutional 5th Amendment and 14th Amendment (assuring due process and equal protection for Petitioner “Manns”) were breached as she was denied multiple requests for a status hearing, judiciary examination of verifiable material evidence, required joinder (or impleading) of parties, and/or oral argument as well as having her counter claims categorically dismissed with prejudice?
- II. Was there an over reliance by the judiciary on stare decisis and the rhetoric that there can be no error in the doctrine of case law (in favor of the Respondent, a large-bank whose statutory burden of proof was contested) that disenfranchised and aggrieved Manns as a Pro Se litigant challenging the Respondent’s foreclosure debt claim?
- III. Did the judiciary minimize its ability to make impartial and equitable decisions in this case by (1) not allowing Manns the due process to present and request granular fiscal data disputing the validity and accuracy of the Respondent’s foreclosure debt claim and then (2) allowing the Respondent infinite threat of foreclosure through a “without prejudice” dismissal status?

PARTIES TO THE PROCEEDING

All parties to the proceeding are identified in the caption. In the case of a non-governmental party, and to enable the judges of this honorable United States Supreme Court to consider possible recusal, here is contact information for parties:

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(Respondent/Appellee/Plaintiff)

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As a matter of full disclosure and transparency, the former counsel of record was an Orlans PC senior

executive (James E. Clarke, Esq.) who conducted business as Atlantic Law Group LLC in Leesburg, VA and Draper & Goldberg PLLC in Leesburg, VA. This is significant because Mr. Clarke simultaneously acted as counsel for Wells Fargo Home Mortgage/America's Servicing Company in Manns' 2008 Chapter 7 Bankruptcy filing and discharge (which included the currently disputed debt) and he acts as Manns' real property Trustee on the contested 2016 land-title appointment in the District of Columbia Recorder of Deeds Office by Todd B. Ewing, Esq. of Tobin O'Connor and Ewing (now Concino) PC of Washington, DC.

RULE 29.6 STATEMENT

A corporate disclosure statement does not apply to Manns per Rule 29.6, Filing and Serving of Documents; Special Notifications; Corporate Disclosure Statement.

RELATED PROCEEDINGS

As of the calendar date on which this present petition is filed, Manns surmises her case is rare and exceptional given that she was sued twice by the Respondent regarding the disputed bankruptcy debt and due to the Respondent's superior bargaining power she is paying In-Protest an unconscionable loan modification agreement rendering her at nearly 100% negative equity. Hence as a Pro Se litigant, Manns notes the existing federal case is directly related to this present petition before this honorable Court, as legacy foreclosure actions are of national significance.

- *DaBeth Manns v. U.S. Bank National Association As Trustee for Banc of America Funding Corporation for Mortgage Pass-Through Certificates 2007-03*, Case No. 21-CV-0675, District of Columbia Court of Appeals, Judgment Entered August 25, 2022.

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OPINIONS BELOW

On August 25, 2022, the District of Columbia Court of Appeals granted the Respondent's motion for summary affirmance and upheld the "without" prejudice case dismissal status, reprinted at App. 1a-3a. Manns' motion for hearing/re-hearing en banc was denied on September 15, 2022 as per the events docket. On September 26, 2022, the District of Columbia Court of Appeals denied Manns' motion to stay the Mandate, reprinted at App. 4a-5a. On August 13, 2021 the Superior Court of the District of Columbia dismissed the case without prejudice, reprinted at App. 6a-8a.

JURISDICTION

Pursuant to 28 U.S.C. §1254(1) and Rule 30.1 (Computation and Extension of Time) this honorable Supreme Court of the United States has jurisdiction over any timely filed petition for Writ of Certiorari in the District of Columbia Circuit. Thus this honorable Court has the authority and ability to order the lower Court(s) to send the case record for review.

On January 27, 2023, Chief Justice Roberts granted application 22A672 an extension of time to file the petition to and including February 12, 2023. Manns' timely petition was received by this honorable Court on February 10, 2023 per the FedEx Priority tracking and delivery system. At the discretion of this honorable Court on January 30, 2024, upon receiving Manns' concerned request for a status update, an extension to resubmit the petition within 60 days was issued (authorizing corrections to formatting not

substance of the argument) having discovered the Court's February 14, 2023 correspondence was never received by Manns.

PERTINENT STATUTORY PROVISIONS

28 U.S.C. §1254(1) Rule 30.1 (Computation and Extension of Time) provides that:

Timely filed petitions for Writ of Certiorari are under the jurisdiction of this honorable Court.

District of Columbia Code §26-1152.05 Insurance, Securities, and Banking; No Encouragement of Default provides that:

The existing loan modification agreement encourages default by demanding a balloon (lump sum) payment of \$256,666.13 after several years of regular monthly payments.

District of Columbia Code §28:2-302 Debt Collection; Unconscionable Contract or Clause provides that:

The existing loan modification agreement is excessive and unreasonable as the alleged original debt owed is \$263,200.00 and the Respondent seeks to collect \$538,019.98 as the new principal balance.

District of Columbia Code §42-601 Real Property; Deed, Mortgage and Lease Forms provides that:

The existing loan modification agreement (upon which the Respondent based its 2018 lawsuit claim to foreclosure action against Manns) is unenforceable because the lawsuit demanded collection of the initial 2017 loan modification agreement. That loan modification agreement was rejected by the District of Columbia Recorder of Deeds Office. This was due to the Respondent's omission of the FP 7/C Form and the omission of the Security Affidavit-Class 1 Form.

Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) codified as Pub. L. 111-203 provides in whole:

There must be transparency and accountability in the financial regulatory process and within the financial services industry and that financial services entities should not subject consumers to abusive practices. A constructive possession of title to Manns' real property was conducted by the Respondent's legal counsel in 2009 and 2016 respectively, during the years of categorically denying Manns' 14 documented good-faith attempts to modify the loan. This caused the debt to rise exponentially with the addition of ancillary fees and charges.

Emergency Economic Stabilization Act (2008) codified as Division A, Pub. L. 110-343, 122 Statute 3765 / Troubled Assets Relief Program (“TARP”) provided in whole:

During the financial crisis, stabilizing the fiscal markets and financial services industry specific to residential mortgage financing became essential to prevent avoidable foreclosures and extinguish legacy debts burdening balance sheets. Subprime predatory mortgage-backed security debts that were established and defaulted by March 14, 2008 (as was Manns’ debt account in 2007) were eligible for credit default swaps, worthless securities deductions and bad debt claims.

Fair Debt Collection Practices Act (FDCPA) Pub. L. 95-109; 91 Stat. 874 codified as 15 U.S.C. § 1692 –1692p provides in whole:

Consumers are allowed to pursue and dispute (if applicable) the validity and accuracy of a debt. Manns submitted an abundance of material evidence to the Courts indicating there were irregularities and substantial confusion regarding the Respondent’s claim to collect from Manns the antecedent debt (owed to the Respondent by Manns’ original creditor, American Brokers Conduit).

False Claims Act (FCA) codified as 31 U.S.C. §§ 3729 – 3733 provides in whole that:

The United States Department of Justice has authority to investigate and sue entities that submit false statements and claims to the government, recover losses caused by those entities, and to deter similar misconduct by other entities. The Respondent negotiated a \$200 million settlement with the United States Department of Justice amid substantiated allegations in 2014 under this statute as a result of defaulted mortgage financing debts yielding suspect fiscal insurance claims.

Independent Foreclosure Review Settlement (2013) provided that:

Mortgage financing borrowers suffered financial harm directly resulting from errors, misrepresentations, or other deficiencies by lenders and/or their servicing companies upon a review of entities, supervised by the Federal Reserve, that subject to foreclosure-related enforcement actions. As a result, the entities reached a \$10 billion settlement with the Office of the Comptroller of the Currency for cash payments and other assistance to help borrowers. Manns was disenfranchised by being categorically denied 14

documented good-faith attempts to modify the loan.

National Mortgage Settlement (2012) provided that:

Mortgage servicers routinely signed foreclosure-related documents outside the presence of a notary public and without really knowing whether the facts the documents contained were correct which usurped federal financial regulations. The settlement reached by and between major servicing companies and multiple states was \$50 billion which was supposed to provide relief to distressed borrowers as well as direct payments to the participating states and the federal government. Manns was disenfranchised by the Respondent's use of 'robo-signers' to process faulty debt re-assignments, land-title notices and trustee appointments.

New York State Estates, Powers and Trusts Law §7 – Trusts provides in whole that:

Rules governing trustees and specifically trustees in contravention of trusts of prospectus/pooling and servicing agreements must contain the responsibilities and rights of the servicer, the trustee, and others managing the pool of securitized mortgage financing loans. Furthermore, the trust fund must be

properly registered with the United States Securities and Exchange Commission. In the case of Manns, the trust fund was defunct by 2008 so it would not have existed to legally receive the land-title and debt re-assignments promulgated by the Respondent's legal counsel in 2009 and 2016.

Truth in Lending Act of 1968, Title I of the Consumer Credit Protection Act codified as 15 U.S.C. § 1601, et seq. as amended Regulation Z-12 C.F.R. Part 226 provides in whole that:

The Respondent was complicit in providing false/misleading/inaccurate information to Manns regarding the critical components of the residential mortgage-backed securities debt currently in dispute. Wells Fargo National Association had already claimed the debt in Manns' 2008 Chapter 7 bankruptcy discharge. During several years of 14 good-faith attempts to modify the loan, Manns was told by the servicing company that the investor of the 'antecedent debt' (the existing Respondent) had the authority to modify the debt, while simultaneously she was told by the investor (Respondent) it was the servicing company that had the authority to modify the debt. This confusion caused the alleged debt to accrue exponentially which severely prejudiced Manns.

United States Bankruptcy Code codified as 11 U.S. Code Chapter 7-Liquidation (§§ 701-784) and Chapter 11-Reorganization (§§ 1101 – 1195) provide in whole that:

The Respondent and its nominee Mortgage Electronic Registration Systems, Inc. clearinghouse (MERS Inc.) appear on the massive 2007 Chapter 11 bankruptcy debtor/creditor matrix list of Manns' original creditor (American Brokers Conduit) to discharge the antecedent debts that Manns' original creditor borrowed from the Respondent (among other large-banks). The original creditor appears on the debtor/creditor matrix list of Manns' 2008 Chapter 7 bankruptcy proceedings. Ergo MERS, Inc. had no authority to transfer and assign Manns' debt to the Respondent in 2009 and 2016 respectively because it would have been a federally-regulated financial transaction conducted after the debt was already in bankruptcy/default status. In addition, the beneficiary trust fund (Banc of America Funding Corporation for Mortgage Pass-Through Certificates Series 2007-03) was defunct.

United States Constitution 5th Amendment codified as U.S. Const. Amend. V provides in whole that:

Manns is entitled to due process of law. Her counter claim was dismissed with prejudice and she was subject to judgments summarily without a status hearing, without judiciary examination of the material evidence Manns provided, and without further proceedings to affirm the validity and accuracy of the debt and subsequently the Respondent's claim of standing to collect it (such as required joinder/impleading of parties and/or oral argument).

United States Constitution 14th Amendment codified as U.S. Const. Amend. XIV provides in whole that:

Manns is entitled to equal protection under the law. Her counter claim was dismissed with prejudice and she was subject to judgments summarily without a status hearing, without judiciary examination of the material evidence Manns provided, and without further proceedings to affirm the validity and accuracy of the debt and subsequently the Respondent's claim of standing to collect it (such as required joinder/impleading of parties and/or oral argument).

United States Securities Exchange Act (1934) codified as 15 U.S. Code Chapter 2B- Securities Exchanges provides in part that:

Financial transactions taking place between parties registered with the Securities and Exchange Commission must be disclosed and the registrants must file reports to confirm validity of assets. In this case, the Respondent is acting as trustee for the Banc of America Funding Corporation for Mortgage Pass-Through Certificates Series 2007-03 though the trust fund was defunct. Specifically there were no electronic data gathering, analysis, and retrieval system database (EDGAR) report filings since March of 2008 (forms 10-K and/or 15d-6).

United States Treasury Internal Revenue Service §165 (g) Worthless Securities deductions and bad debt claims codified as 26 U.S. Code § 166 - Bad Debts provides in part that:

The Respondent was eligible and qualified for hundreds of millions of dollars as remedy and compensation in order to extinguish or lessen the impact of the antecedent defaulted/bankruptcy debts loaned to Manns' original creditor (American Brokers Conduit). This included mortgage financing and fiscal insurance claims subsidized by the federal government/tax-payers. In addition to its bailouts, the Respondent chose to pursue Manns in two adversarial debt collection lawsuits under the cloak of foreclosure and only sought to dismiss the cases "without" prejudice once Manns

entered into unconscionable loan modification agreements for nearly twice the original debt allegedly owed.

INTRODUCTION

Steadfast conscientiousness is required when assessing the complex nature of the federal government's Troubled Assets Relief Program (TARP) regarding mortgage-backed securities and the ensuing legacy foreclosures. Specifically, residential legacy foreclosures have prolonged the national financial meltdown as it pertains to mortgage financing and the national credit debt crisis, from 2006 to the present calendar date of submitting this petition for Writ of Certiorari.

To wit, most legacy foreclosures are created by and through legal counsel of large banks and often abuse or misuse the judiciary process. Examples include faulty constructive possession of real property title claims and obtaining erroneous foreclosure judgments under the cloak of breach of contract lawsuits. Thus legacy foreclosures especially are rife with statutory as well as regulatory discrepancies.

As a result, the Emergency Economic Stabilization Act of 2008 Division A, Pub. L. 110-343, 122 Statute 3765 / Troubled Assets Relief Program ("TARP") along with the accompanying Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 Pub. L. 111-203, were implemented. These legislative statutes assured the investors and their lenders that the subprime mortgage-backed securities debts (originated and/or defaulted before March 14,

2008, as was Manns' presently disputed debt) were eligible for one or more of the following: fiscal insurance claims, credit default swaps, worthless securities deductions and/or bad debt claims as per the United States Treasury Internal Revenue Service in Sections 165g and 166 codes. Then in return for the tax-payer funded federal government bailouts, the investors and applicable lenders were supposed to assist homeowners experiencing hardship with debt restructuring or loan modification programs.

In the case of Manns, she made 14 documented good-faith attempts to modify the existing disputed debt, from 2008 to 2016. It was to no avail as each of her applications were categorically denied by the Respondent (by and through its servicing companies: America's Servicing Company/Wells Fargo Home Mortgage and now Specialized Loan Servicing, LLC/Computershare-a subsidiary of the Respondent's U.S. Bancorp). Simultaneously, Manns was not granted the benefit of a suspense account for partial payments which caused the debt to soar exponentially.

In addition to the multiple years of loan modification denials regarding Manns' non-performing/extinguished debt account, the Respondent did not foreclose. This is material to the original antecedent debt account having been canceled through either: bankruptcy proceedings between Manns' original creditor (American Brokers Conduit) and the Respondent, a fiscal insurance claim, credit default swaps, a worthless securities deduction and/or a bad debt claim as per the United States Treasury Internal Revenue Service in Sections 165g and 166 codes.

Pertinent to the present case, litigants must prove loss (real or perceived) in order to be entitled to legal standing to collect and without legal standing the claim may be deemed invalid. Recognizing the judiciary would overlook the extreme laches and questionable debt re-assignment, promissory note, and trustee/deed of trust contested by Manns, the Respondent sued Manns in 2016 and 2018 respectively.

The Superior Court of the District of Columbia and the District of Columbia Court of Appeals did not thoroughly address the Respondent's standing to foreclose by categorically dismissing Manns' counter claim with prejudice and denying her multiple pleadings for a status hearing, judiciary examination of verifiable material evidence, required joinder (or impleading) of parties, and/or oral argument.

Conjointly with the absence of due process for Manns, the Respondent presented Manns with unconscionable loan modification agreements in order to dismiss the contrived foreclosure proceedings in 2018 and 2022 "without" prejudice. This means that the Respondent may further bilk Manns by bringing the claim against her in the future.

Throughout the legal proceedings Manns has sought to pay the correctly calculated debt (i.e., \$263,200.00) to the legally entitled entity, not the alleged New Principal Balance of \$538,019.98 demanded by the Respondent which renders Manns at nearly 100% negative equity/under water mortgage. Moreover, the gargantuan Balloon

Payment clause the Respondent seeks to bilk Manns for (\$256,666.13) upon multiple years of regular monthly payments, is unconscionable and encourages default. The unconscionable loan modification agreement is in Manns' possession and available upon this honorable Court's request for verification.

Certainly the large banks and their foreclosure mill law firms benefit in a symbiotic and financially rewarding relationship. As reported by the Brennan Center for Justice at New York University Law School in 2011, Nabanita Pal identified challenging issues with obtaining equal access to justice as a Pro Se defendant within foreclosure litigation. https://www.brennancenter.org/sites/default/files/legacy/Justice/Facing_Foreclosure_Alone.pdf

This 2011 study was built on the foundational 2009 study by Maggie Barron and Melanca Clark who articulated there are urgent concerns as well as barriers to legally empowering Pro Se defendants in foreclosure litigation. <https://www.brennancenter.org/our-work/research-reports/foreclosures-crisis-legal-representation>

Both of these online published studies (white papers) presented empirical data verifying barriers to advocacy and acquisition of justice for Pro Se litigants in the loan modification process and legacy foreclosure proceedings. Importantly, in 2014, a material example of the abuse and misuse of the mortgage financing/lending process (along with the debt collection foreclosure process) was demonstrated when the Respondent negotiated a \$200 million settlement with the United States Department of

Justice amid substantiated allegations under the False Claims Act (FCA), 31 U.S.C. §§ 3729 – 3733.

Excerpted from the settlement report: “...thousands of US Bank borrowers entered into default during the economic crisis, resulting in mortgage insurance payouts...in the millions of dollars. These payouts, according to the Department of Justice, would have been unnecessary – saving taxpayers millions of dollars – if US Bank had followed proper protocol with regard to its lending procedures...” <https://www.justice.gov/opa/pr/us-bank-pay-200-million-resolve-alleged-fha-mortgage-lending-violations>

In another example during 2020, the Respondent acknowledged to the United States Department of Justice (via a Memorandum of Understanding with the United States Trustee Program) that it disenfranchised homeowners, who (similar to Manns) were in bankruptcy status during foreclosure litigation. The historic memoranda among three major mortgage servicers indicated more than \$74 million in remediation was to be used, to assist homeowners in bankruptcy by addressing past systemic servicing errors which caused unprecedented loss and damage to the homeowners.

Excerpted from the United States Trustee Program’s Memorandum of Understanding with US Bank National Association (2020), “...The United States Trustee Program entered into a memorandum of understanding with U.S. Bank National Association (U.S. Bank) memorializing remediation of over \$29 million in credits and refunds to

approximately 26,000 borrowers for failures to provide timely and accurate proofs of claim, notices of payment changes, notices of fees assessed, and final accountings of payments made during borrowers' bankruptcy cases, as well as payment application errors. Additionally, U.S. Bank (Respondent) waived approximately \$43 million in fees and charges across its portfolio, including for borrowers in bankruptcy...." <https://www.justice.gov/opa/pr/us-trustee-program-reaches-agreements-three-mortgage-servicers-providing-more-74-million>

These recent United States Department of Justice sanctions verified abuses in the foreclosure and loan modification process which directly impacted the outcome of this case. The gouging of consumers in financing debt, by major financial entities, is endemic nationwide. <https://www.pbs.org/newshour/nation/wells-fargo-to-pay-3-7b-over-consumer-loan-violations-that-affected-millions-of-customers>

Throughout the legal proceedings since 2016, Manns has acknowledged and apologized to the Court as well as opposing counsel for the inconvenience her being a Pro Se litigant causes. Notwithstanding the foregoing, Manns remains cooperative in working toward a peaceful resolution that does not severely prejudice either party.

In reverence of and for inspiration to continue advocating for herself, Manns reflects upon the profound legacy of notable American heroes Harriet Tubman Davis and Frederick Douglass. They were born into chattel slavery and denied formal education

yet still developed the courage to seek knowledge and freedom. In so doing they had to learn how to advocate for themselves and subsequently others.

Through this reflection and inspiration Manns realizes that being bereft of legal education, legal training, and legal counsel does not mean she has to be denuded of her resolve. Manns is insufficient legal counsel, however, the existing petition for Writ of Certiorari may serve a greater purpose for discourse beyond her present situation and generation, for future Pro Se litigants, legal counsel and the judiciary.

STATEMENT OF THE CASE

Legal matters should be resolved according to established rules and principles wherein all the parties involved are treated fairly with due process. Legal counsel for the Respondent has a duty to discredit this petition and move promptly for summary affirmance to dismiss the petition on mootness grounds. Irrespective of opposing counsel's premise, the legal and factual merits of Manns' petition are substantial. During the two adversarial lawsuits initiated against Manns in 2016 and 2018 respectively by the Respondent, Manns presented a proper factual basis leading to a case that is equitable in nature, rare and exceptional with implications for disenfranchised homeowners nationwide who are Pro Se litigants in legacy foreclosure proceedings.

To that end, it is this honorable Court's decision (not that of Respondent's legal counsel) to determine if it deems aggravating factors exist

militating against opening the judgment in dispute and subsequently ordering the lower Court(s) to send the case record for review. Throughout the legal proceeding in the Superior Court of the District of Columbia and the District of Columbia Court of Appeals (and despite multiple pleadings) Manns' counter claim was dismissed with prejudice and she was subject to adversarial judgments summarily without a status hearing, without judiciary examination of the material evidence Manns provided, and without further proceedings to affirm the validity and accuracy of the presently disputed bankruptcy debt and subsequently the Respondent's claim of standing to collect it (such as required joinder/impleading of parties and/or oral argument).

The judiciary's strict reliance on stare decisis and case law doctrine, in debt collection cases involving legacy foreclosures, obstructed Manns from being granted a required joinder of parties (and/or impleading) and verification of the granular fiscal chain of title. The existing "without" prejudice dismissal status of the presently disputed case empowers the Respondent with infinite threat of foreclosure.

Specifically, Manns never hindered the Respondent's ability to earn a profit and wants nothing more than to pay the correctly calculated debt to the legally entitled entity (i.e., \$263,200.00) not the \$538,019.98 demanded by the Respondent which renders her at nearly 100% negative equity/under water mortgage. Moreover, the gargantuan balloon payment the Respondent seeks to bilk her for

(\$256,666.13) after several years of regular monthly payments is unconscionable and encourages default.

I. Background

A. Origination and Bankruptcies

Manns is a sole proprietorship and has never denied her own culpability of unwittingly accepting two predatory closed-end credit financing debts from her original creditor (American Brokers Conduit). In her possession is the completed original in-person closing settlement documents packet from January of 2007.

Specifically, her two debt accounts (totaling \$329,000.00) were used toward funding the purchase of real property known in the District of Columbia Recorder of Deeds Office as 2211 31st Place, SE Washington, DC 20020. Both debt accounts are listed on the creditor/debtor matrix discharge of Manns' December 2008 Chapter 7 Bankruptcy proceeding. Therein, legal counsel (for simultaneously the Respondent and Wells Fargo National Association) withdrew its motion to lift the automatic stay regarding the 80% primary debt account (\$263,200.00) as documented per the public access to court electronic records (PACER) system.

To wit, American Brokers Conduit (Manns' original creditor) was a secondary financial institution in the shadow banking industry and known to do business as American Home Mortgage Investment Corporation, American Home Mortgage Servicing Incorporated, and ABC Lending. This

company was backed by large-bank investors such as Wells Fargo Bank National Association (a \$1.68 trillion enterprise), Bank of America (a \$2.34 trillion enterprise), and the Respondent (U.S. Bank National Association/US Bancorp, a \$646.73 million enterprise).

Concurrently, the Respondent is one of the many large-bank investors that loaned money to American Brokers Conduit which in turn financed the consumer debts used toward real property purchases. These debts were pooled as mortgage-backed securities and then subdivided into tranches. In this case, the Banc of America Funding Corporation's Trust Fund for mortgage pass-through certificates series 2007-03 included the primary debt of \$263,200.00 originated in January of 2007 between American Brokers Conduit and Manns.

In the early throes of the United States subprime mortgage crisis, the Trust Fund was defunct as per documented absence of filings required by the United States Securities and Exchange Commission electronic data gathering, analysis, and retrieval system database (EDGAR). Specifically, forms 10-K and/or 15d-6 that would have verified the Trust Fund's legal existence had not been filed since March 28, 2008.

Prior to that occurrence, by August of 2007, American Brokers Conduit underwent a massive Chapter 11 Bankruptcy proceeding which notably included on the creditor/debtor matrix discharge the Respondent and the Respondent's nominee (Mortgage Electronic Registration Systems, Incorporated). The

bankruptcy legal proceedings spanned several years including adversarial filings between American Brokers Conduit and the Respondent.

By August of 2008 and starting in late 2007, Manns experienced slow and absent accounts-receivable. This was due to the looming national and international economic debt crisis/subprime mortgage crisis per the housing bubble and default of residential mortgage-backed securities. To reiterate, the presently disputed primary debt is listed on the creditor/debtor matrix discharge of Manns' December 2008 Chapter 7 Bankruptcy proceeding. Legal counsel (for simultaneously the Respondent and Wells Fargo National Association) withdrew its motion to lift the automatic stay.

After the debt was in consumer default/federal bankruptcy status, the Mortgage Electronic Registration Systems Incorporated clearinghouse (MERS, Inc.) erroneously and via robo-signers filed land-title documents in the District of Columbia Recorder of Deeds Office which re-assigned the debt to the Respondent in 2009. For this constructive possession of title, there was not then nor has there ever been a clear fiscal chain of title. Moreover, MERS Inc. did not have legal capacity to transfer the debt (having no independent interest in the debt) as it was serving in the capacity of 'nominee' per the Chapter 11 Bankruptcy filing by Manns' original creditor. Furthermore, the Trust Fund was already defunct and the debt was already in bankruptcy status.

By 2010, America's Servicing Company (also doing business as Wells Fargo Home Mortgage and Wells Fargo National Association) temporarily indicated that a Home Affordable Modification Program may be available for Manns to restructure the original primary debt. The servicing company also indicated that the investor of the loan (the Respondent) would have the final authority to approve it.

During 14 good-faith attempts by Manns to modify the loan over a period of eight years, she was categorically denied. The servicing company indicated the investor did not approve the modification, while the investor indicated it was the servicing company who had the authority to approve the modification per documented material communication Manns presented in her pleadings.

The Respondent's refusal to enter into a loan modification for several years countered the federal government's 2008 Emergency Economic Stabilization Act / Troubled Assets Relief Program (TARP). It held that residential mortgage-backed securities debts qualified for relief, provided the loans were established/originated (and/or defaulted) before the mandated calendar date of March 14, 2008. Manns was eligible and qualified per the bankruptcy status though categorically denied.

To compound this confusion, Manns was not granted the benefit of a suspense account to make partial payments or payments In-Protest during the years of applying for loan modification. This means

the debt, ancillary fees, and additional charges grew exponentially.

B. Collection Activities

By 2016, the Respondent sued Manns (by and through legal counsel) in the Superior Court of the District of Columbia claiming breach of contract and seeking damages through foreclosure sale action. Note the disputed debt is the antecedent debt (owed by Manns' original creditor to the Respondent). Due to the Respondent's superior bargaining power under these vitiating circumstances, Manns entered into an unconscionable loan modification agreement at nearly twice the amount of the original primary debt. In April of 2018, the case was dismissed without prejudice as Manns' counter claim was dismissed with prejudice and her multiple pleadings for one or more of the following were all denied: judiciary examination of verifiable material evidence, required joinder (or impleading) of parties and oral argument.

Thereafter, Manns discovered the 2017 loan modification agreement was moot (and subsequently unenforceable) because the loan modification agreement was rejected by the District of Columbia Recorder of Deeds Office. Specifically the rejection was due to the Respondent's omission of the requisite FP 7/C Form and the omission of the requisite Security Affidavit-Class 1 Form.

As a result, Manns asked the Respondent to re-negotiate (reduce the loan modification agreement to the original \$263,200.00 principal balance) in exchange for her signature on the FP 7/C and Security

Affidavit-Class 1 Forms. Manns indicated the extreme laches and the absence of a clear fiscal chain of title as the basis for her request. It was to no avail as the Respondent, by and through legal counsel, refused the several requests made by Manns. In Protest, Manns contested by reserving funds in anticipation of future litigation. She had to save money and commute work time in order to do thorough research regarding the disputed debt.

By August of 2018, the Respondent sued Manns again (by and through legal counsel) in the Superior Court of the District of Columbia claiming default and seeking damages through foreclosure sale action in the amount of \$474,881.63. Ever ready to assume the Respondent's loan modification agreement was without irregularities or fatally defective, the Superior Court granted the Respondent's judgment on the pleadings in September of 2019.

To the chagrin of the Court, the Respondent could not perform the foreclosure action. However, due to the Respondent's superior bargaining power under these vitiating circumstances in 2021, Manns entered into an unconscionable loan modification agreement at nearly twice the amount of the original primary debt (\$538,019.98) rendering her at nearly 100% negative equity/under water mortgage and in which the Respondent demands a gargantuan balloon payment of \$256,666.13 after multiple years of regular payments. Since the inception of the 2021 unconscionable loan modification agreement, it has been paid monthly In Protest by Manns.

The case was dismissed without prejudice in 2021 and again Manns' counter claim was dismissed with prejudice and her multiple pleadings for a status hearing, judiciary examination of verifiable material evidence, required joinder (or impleading) of parties, and oral argument were all denied.

From 2019 through 2021, Manns appealed to the District of Columbia Court of Appeals to review and modify the granting of judgment on the pleadings and the "without" prejudice case dismissal status decided by the Superior Court of the District of Columbia. Again, Manns' multiple pleadings for a status hearing, judiciary examination of verifiable material evidence, required joinder (or impleading) of parties, and oral argument were all denied.

By 2022, the District of Columbia Court of Appeals both granted summary affirmance and upheld the lower court's decision to dismiss without prejudice. Thus Manns began the process of applying for Petition for Writ of Certiorari to the honorable Supreme Court of the United States. Directly stated, Manns was aggrieved having been denied due process and equal protection. Manns was severely prejudiced by the judiciary's strict reliance on stare decisis and the doctrine of case law (i.e., the "a priori" assumption) that the land-title documents and subsequent loan documents were legitimate and that the alleged debtor was legally entitled to collect the unconscionable debt from Manns.

II. Prior Proceedings

A. Superior Court of the District of Columbia

This petition arises from two separate adversarial debt collection lawsuits filed by the Respondent against Manns in the Superior Court of the District of Columbia.

Throughout the case proceedings in the Superior Court of the District of Columbia, Manns' counter claim was dismissed with prejudice and her multiple pleadings for a status hearing, judiciary examination of verifiable material evidence, required joinder (or impleading) of parties, and/or oral argument were all denied.

In regards to Case No.: 2018 CA 006062 R(RP) U.S. Bank National Association, as Trustee for Banc of America Funding Corporation 2007-3 v. DaBeth Manns, the case was dismissed by the Court without prejudice in 2021. Prior to dismissal, the Court granted the Respondent's motion for judgment on the pleadings in 2019. Erroneously, the judiciary declared there was no evidence of problematic issues by the Respondent or its servicer. This was a blatant disregard of the fact that Manns had submitted verifiable material evidence (in both her Motion to Dismiss and Answer with Counter Claim) demonstrating statutory irregularities that legitimately challenged the Respondent's claim to standing.

Furthermore, due to the Respondent's problematic claim to standing, the Respondent was

unable to follow through with the foreclosure judgment granted. Too, per documented communication, Manns directly notified the auctioneer that legal proceedings were ongoing.

In regards to Case No.: 2016 CA 000619 R(RP) U.S. Bank National Association, as Trustee for Banc of America Funding Corporation 2007-3 v. DaBeth Manns, the case was dismissed by the Court without prejudice in 2018. The judiciary overlooked that Manns had submitted verifiable material evidence in multiple pleadings demonstrating statutory irregularities that legitimately challenged the Respondent's claim to standing.

B. District of Columbia Court of Appeals

This petition also arises from the appeal request by Manns in the District of Columbia Court of Appeals. In regards to Case No.: 21-CV-0675 DaBeth Manns v. U.S. Bank National Association As Trustee for Banc of America Funding Corporation for Mortgage Pass-Through Certificates 2007-03, the case was decided in 2022 by the Court upholding the "without" prejudice case dismissal order from the Superior Court of the District of Columbia. The judiciary eschewed that Manns had submitted verifiable material evidence in multiple pleadings demonstrating statutory irregularities that legitimately challenged the Respondent's claim to standing. Manns' multiple pleadings for a status hearing/re-hearing en banc, judiciary examination of verifiable material evidence, required joinder (or impleading) of parties, and/or oral argument were all denied.

Erroneously in its 2022 decision, the judiciary (denying Manns due process and strictly relying on case doctrine) declared that the Respondent chose not to foreclose so that Manns could stay in her home; hence, the judiciary determined that the lower Court's ruling to dismiss the case without prejudice should be upheld. The judiciary was heedless to the material fact that the Respondent (by and through legal counsel) did indeed actively pursue foreclosure sale action against Manns.

The sale actions included posting public announcements in printed local media and scheduling a sale date through a local real estate auctioneer for which the online advertisement is still active. The reality is the Respondent did not foreclose because it could not, irrespective of its legal counsel's aggressive and adversarial collection activities along with its favorable judgments from the Court. To wit, the statutory irregularities that legitimately challenged the Respondent's claim to standing for the debt collection and an inevitable second lien, create an impeding cloud on title. In its final entry on the docket to assure her silence, the judiciary then directed the Clerk not to accept any further filings from Manns.

REASONS FOR GRANTING THE PETITION

Manns was sued twice by the Respondent for the antecedent debt owed to the Respondent by Manns' original creditor (American Brokers Conduit). The two lawsuits were dismissed "without" prejudice once Manns entered into unconscionable loan

modification agreements due to the Respondent's superior bargaining power.

She was not granted due process or equal protection as categorically, the judiciary dismissed Manns' counter claims with prejudice and her multiple pleadings for one or more of the following were all denied: a status hearing, judiciary examination of verifiable material evidence, required joinder (or impleading) of parties, and/or oral argument. Her case is equitable in nature, rare and exceptional given the abundance of documented and verifiable material evidence she presented to legitimately challenge the validity and accuracy of the debt alleged to be owed to the Respondent.

Recall that throughout years of litigation, Manns never hindered the Respondent's ability to earn a profit and wants nothing more than to pay the correctly calculated debt to the legally entitled entity (i.e., \$263,200.00) not the \$538,019.98 demanded by the Respondent which renders her at nearly 100% negative equity/under water mortgage. Moreover, the gargantuan balloon payment the Respondent seeks to bilk her for (\$256,666.13) after multiple years of regular monthly payments is unconscionable and encourages default.

Systemically, the multitudes of Pro Se litigants that find the courage to defend themselves (and their properties) against adversarial legacy foreclosures are deprived of equal protection and an impartial judiciary. Rampant foreclosure judgments and/or unconscionable loan modification agreements, entered into under vitiating circumstances, are a

consequence. The existing “without” prejudice case dismissal status undermines due process and enriches the Respondent with infinite privilege to disenfranchise Manns.

I. The current “without” prejudice dismissal status means that re-hearing the Respondent’s claim would further burden and abuse the civil actions process pertaining to legacy foreclosures in the Court system.

II. The current “without” prejudice dismissal status is a result of the judiciary overlooking constitutional provisions, statutes, ordinances, and regulations by strictly relying on stare decisis and case law doctrine which hindered Manns from receiving due process and equal protection under the law.

III. The current “without” prejudice dismissal status means the Respondent has infinite privilege to bilk Manns by bringing the claim against her in the future which renders her severely prejudiced.

IV. The current “without” prejudice dismissal status is a result of the judiciary categorically dismissing Manns’ counter claims “with” prejudice and denying her multiple pleadings for a status hearing, judiciary examination of verifiable material evidence, required joinder (or impleading) of parties, and/or oral argument. This led to skewed judgments granting the Respondent’s pleadings for foreclosure action, summary affirmation and moreover case dismissal “without” prejudice.

CONCLUSION

Per the foregoing reasons, the present Writ of Certiorari should be granted.

Respectfully submitted,

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