

6/20/23

CASE NO:
23-383

IN THE
**SUPREME COURT OF THE
UNITED STATES**

**KAREN C. YEH HO,
PETITIONER**

VERSUS

**WELLS FARGO BANK, N.A.,
RESPONDENT**

PETITION FOR WRIT OF CERTIORARI

TO THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT COURT
CASE NO: 22-11231-GG

Respectfully submitted by:
KAREN C. YEH HO, PRO SE
Petitioner, Appellant, Plaintiff
9174 Chianti court
Boynton Beach, FL 33472
(561)460-1989

QUESTION PRESENTED

Rule 14.1(a)

1. Whether Respondent voided and denial of permanent streamline mortgage modification agreement because Petitioner's husband won't sign the permanent streamline mortgage modification agreement is a violation of United States Constitution 14th Amendment "nor deny to any person within its jurisdiction the equal protection of the laws"?
2. Whether Respondent voided and denial of permanent streamline mortgage modification agreement is a violation of United States Constitution Article I Section 10 Law "Nor impairing the Obligation of Contracts"?
3. Whether consent judgment for foreclosure without Petitioner's knowledge, consent and signature was signed by attorney representing Respondent's law firm and attorney representing Petitioner's law firm and State court judge is in violation of due process of clause in United States Constitution 5th Amendment "nor be deprived of life, liberty, or property, without due process of law" and 14th Amendment, "nor shall any State deprive any person of life, liberty, or property, without due process of law"?
4. Whether the foreclosure judgement amount and forfeiture of property worth far more than needed to satisfy a debt plus, interest, penalties, and costs, is a fine within the meaning of the U.S. Constitution 8th Amendment?

**PARTIES TO PROCEEDING
AND RELATED CASES
Rule 14.1(b)(i)**

1. Federal National Mortgage Association – promissory note holder or lender. Approved Petitioner's Permanent Streamline Loan modification.
2. Ho, Wing Kei – Petitioner's husband, Defendant. Wells Fargo Bank, N.A. did not know the last name for Petitioner's husband and used Kei Ho as last name. Wing Ho is not on the deed to Karen Yeh Ho's real estate property.
3. Wells Fargo Bank, N.A. (Responder, Appellee, Plaintiff, loan servicer) is a national banking association organized under the laws of the United States. Denied permanent streamline loan modification agreement.
4. Wells Fargo & Co. indirectly owns 100% of the stock of Wells Fargo Bank, N.A. (Stock Ticker WFC). With the exception of Wells Fargo & Co., no publicly – traded company owns 10% or more of the stock of Wells Fargo Bank, N.A..
5. WFC Holdings, LLC
6. Yeh Ho, Karen – (Petitioner, Appellant, Defendant, former sole title owner homeowner, the only person on the deed and on the promissory note).

7. The foreclosed property or taking property or stolen property. 8038 Tangelo Drive, Boynton Beach, Florida 33436. Palm Beach County.

RELATED CASES

Rule 14.1(b)(i)

- *Karen C. Yeh Ho v. Wells Fargo Bank, N.A.*, No. 22-11231, U.S. Court of Appeals for the 11th Circuit. Judgment entered April 27, 2023. Before Honorable Circuit Judges: Newsom, Grant and Anderson.
- *Karen C. Yeh Ho v. Wells Fargo Bank, N.A.*, No. 17-11918, U.S. Court of Appeals for the 11th Circuit. Judgment entered June 21, 2018. Before Honorable Circuit Judges: Marcus, Martin, and Rosenbaum.
- *Karen C. Yeh Ho v. Wells Fargo Bank, N.A.*, D.C. Case No. 9:15-cv-81522-KAM, U.S. District Court for the Southern District of Florida. Judgment entered April 10, 2017 and March 19, 2022 Before Honorable District Judge: Kenneth A. Marra.
- *Karen C. Yeh Ho v. Wells Fargo Bank, N.A.*, District Court of Appeal of the State of Florida 4th District Court. Case no: 4D15-291. Judgment entered October 1, 2015 (No. written decision PCA) Before Honorable State District Court Judge: Warner, Gerber and Klingensmith, JJ., Concur.

Case: Karen Yeh Ho v. Wells Fargo Bank, N.A.

- *Karen C. Yeh Ho v. Wells Fargo Bank, N.A.*, District Court of Appeal of the State of Florida 4th District Court. Case no: 4D15-4736. Judgment entered October 1, 2015 (No. written decision PCA) Before Honorable State District Court Judge: Ciklin, C.J., Taylor and Conner, JJ., Concur.
- *Wells Fargo Bank, N.A. v. Karen Yeh Ho et. al.*, 15th Judicial Circuit In and For Palm Beach County, Florida. Case no: 50-2012-CA-002992. Honorable Judicial Circuit Judges: Roger B. Colton (a senior judge, did not preside the case), Richard Oftedal, Peter Blanc, E. Breger, D. Lewis, Jeffrey Colbath (chief judge), J. Kessler, and more.

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Jurisdiction Statement:

The written final judgment was entered on April 26, 2023 and 90 days from the date is July 26, 2023. (See App.A) There was a motion for rehearing but was denied. Petitioner timely filed this Petitioner for Writ of Certiorari pursuant to Rule 14 (e)(i). On July 31, 2023, pursuant to Rule 14(5) "If the Clerk determines that a petition submitted timely and in good faith is in a form that does not comply with this Rule or with Rule 33 or Rule 34, the Clerk will return it with a letter indicating the deficiency. A corrected petition submitted in accordance with Rule 29.2 no more than 60 days after the date of the Clerk's letter will be deemed timely. Petitioner timely resubmit the petition for writ of certiorari before September 30, 2023.

OPINIONS BELOW

Appendix A: U.S. 11th Circuit Court of Appeal in *Karen Yeh Ho v. Wells Fargo Bank, N.A.* No. 22-11231, decided April 26, 2023, held:

We concluded that the district court did not err. Because Yeh Ho had defaulted on the loan at the time Wells Fargo offered the loan modification, the anti-discrimination provision of the ECOA and Regulation B did not apply to her. 15 U.S.C. § 1691(d)(6); 12 C.F.R. § 202.2(c)(2)(ii). ... even assuming the relevant anti-discrimination provisions did not apply to her, the district court correctly concluded that it was reasonable for Wells Fargo to require either Wing's signature or a divorce decree in light of Florida's homestead laws. See *Crawford*, 266 So. 3d at 1277; 15 U.S.C. §§

1691d(a), 1691(b)(1). The ECOA expressly provides that such a requirement does not constitute discrimination. 15 U.S.C. §§ 1691d(a), 1691(b)(1)."

Affirm the case number 9:15-81522-civ-MARR. (see Appendix C)

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

- (1) Whether Wells Fargo Bank, N.A. violated U.S. Constitution Article I Section 10?
"Offer, Acceptance, and Consideration". See *Nowlin v. Nationstar Mortg., LLC*, 193 So.3d 1043 (2016). (see Appendix H)
A **novation** is a separate and new agreement, discharging an existing obligation and substituting a new one. See *Ades v. Bank of Montreal*, 542, So2d 1013, 1014 (Fla. 3d DCA 1989).
- (2) Whether Wells Fargo Bank, N.A. violated U.S. Constitution 14th Amendment? Equal treatment of the law. Why would woman-borrower because of "marriage" require non-borrower-spousal signature on the lien? *Evans v. Centralfed Mortg. Co.*, 815 F.2d 348 (1987). (see Appendix I). *Karen Yeh Ho v. Wells Fargo Bank, N.A.*, case number 22-11231 (decided April 27, 2023) (see Appendix A)
- (3) Whether Wells Fargo Bank, N.A. violated U.S. Constitution 5th Amendment? Due process.
Whether Karen Yeh Ho's former attorney has legal authority to sign consent judgement without

my knowledge, consent and signature. (see Appendix A, B, C, D)

- (4) Whether Wells Fargo Bank, N.A. violated U.S. Constitution 4th Amendment? When the house was taking illegally does it violate “search and seizure”? (see Appendix A, B, C, D)
- (5) Whether Wells Fargo Bank, N.A. violated U.S. Constitution 8th Amendment? When making false and unproven amount of principal due does it consider as “excess fine”? (see Appendix A, B, C, D)
- (6) Whether Wells Fargo Bank, N.A. violated Florida existing law of protection against discrimination against woman, and a married woman? The existing law have credit protection under Florida Constitution Article X, Section 4, Florida Statutes Section 708.08 and Florida Statutes 732.702(1)? *Smith v. Martin*, 186 So.2d 16 – Fla. Supreme Court 1966. (See Appendix E)
- (7) Whether the United States District Court should allow me to have a Jury Trial demanded, a protection under United States Constitution 7th Amendment? I had jury trial demanded and I wanted jury trial but Honorable Judge decided bench trial only. (see Appendix A, B, C, D)

STATEMENT OF THE CASE

WELL FARGO BANK, N.A.

Wells Fargo Bank, N.A. through their law firm's
written brief argument:

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Filed: 11/16/2022

2. Wells Fargo Properly Requested Kei Ho Execute the Loan Modification Documents

Moreover, even if Yeh Ho's discrimination claims were not otherwise barred, there was no discrimination. Yeh HO alleges that Wells Fargo, by requiring Kei Ho's signature on the loan modification agreement, discriminated against Yeh Ho under the ECOA. IB. at 30. Such allegations directly contradict the ECOA and Regulation B's plain language, which permits creditors to require both spouses' signatures to create valid liens. Doc. 85 at 11-12; *see* 15 U.S.C. § 1691(b)(1); 15 U.S.C. § 1691d(a)); 12 C.F.R. § 202.7(d)(1); 12 C.F.R. § 202.7(d)(4).

As the District Court noted in its Summary Judgement Order, counts in Florida and across the country have applied these exceptions, allowing creditors to create valid liens against jointly owned, marital property. Doc. 85 at 11. *Gonzalez v. NAFH Nat. Bank*, 93 So. 3d 1054, 1058 (Fla. 3d DCA 2012) (interpreting 15 U.S.C. § 1691d(a) and finding that it was both reasonable and prudent for creditor bank to require both husband and wife to execute mortgage to create a valid lien against jointly owned property); *Evans v. Centralfed*

Mortg. Co., 815 F.2d 348, 349-51 (5th Cir. 1987) (affirming summary judgment in favor of creditor and finding requirement for both spouses (female applicant and husband) to execute deed was reasonable under both 15 U.S.C § 1691d(a) and 12 C.F.R. § 202.7(d)(4)); *see also In re Woodford*, 600 B.R. 520, 524 (Bankr. W.D. Va. 2019); *Ballard v. Bank of Am.*, N.A., 734 F.3d 308, 311 (4th Cir. 2013). The same exceptions were appropriately applied here.

THE WOMAN BORROWER – A MARRIED WOMAN BORROWER: KAREN C. YEH HO.

If I were a single woman, Wells Fargo Bank, N.A. would sign and record the lien in the Palm Beach County public records.

But I am an elderly Chinese Asian America woman, and a married woman then Wells Fargo Bank, N.A. would not sign and refuse to record the lien. Not only not sign and record the lien but refused accept my monthly payment and deleted my payment history. Wells Fargo Bank, N.A. won the case that Wells Fargo Bank, N.A. did not discriminate against me because Wells Fargo Bank, N.A. had informed me that if my husband refused to sign my lien on the house that I own solely Wells Fargo Bank, N.A. will foreclose the property. To me that is discrimination because I am perfectly capable to make payments with my own money.

It makes no sense to foreclose on and taking my house for profit just because my husband would

not sign the lien on the house that he did not own. He was pressured into signing lien because he is married to me! He refused to sign and I object that he needs to sign lien. All the phone calls was to pressure me to pressure him to sign. To my husband he is being decimated because he is forced to sign a lien when he did not have any legal right to sue but be sued with a judgment against him.

THE PROMISSORY HOLDER: FANNIE MAE ("FNMA")

The April 29, 1987 decision by the United States Court of Fifth Circuit Appeals, *Evans v. Centralfed Mortg. Co.*, 815 F.2d 348 (1987) the foot note section 3 provide

"At the time Evans applied to Centralfed for the loan, the Federal National Mortgage Association (FNMA) required as part of the underwriting criteria that a non-borrowing spouse execute the deed of trust in Texas because it is a community property state. The FNMA provides a major secondary market for the sale of mortgage by lenders such as Centralfed. Centralfed had a commercially reasonable belief that it needed the nonborrowing spouse's signature in this case to render Evan's mortgage marketable. Although the FNMA has since changed its underwriting standards, this requirement was in force at the time Evans applied to Centralfed for the loan.

(Appx. I)

Federal National Mortgage Association approved Karen C. Yeh Ho's trial streamline loan mortgage modification ("TSLM") in July 2013. (App. C, D)

Federal National Mortgage Association approved Karen C. Yeh Ho's permanent streamline loan modification ("PSLM") in November 2013. (App. C, D)

THE BORROWER-HUSBAND: WING HO ("HUSBAND")

When my husband had ordered and recorded the quit claim deed. The quitclaim deed had two witnesses and a notary to witness his signature to waive his legal right to my real estate property that was illegally forced upon him. I had to paid the Florida State stamp tax when my husband recorded the quit-claim deed because of the lien. I had to sign the permanent streamline loan modification agreement in front of Florida Notary who was my insurance agent for my house. I am the only person on the deed. My husband is not on the deed.

As evidences in the trial, Fannie Mae is the owner of the promissory note. Fannie Mae had approved my permanent streamline loan modification agreement and expect me to continue to pay every month until Fannie Mae receive full amount of the principal. I want to make monthly payments and make payment in full as soon as possible but that my house was taking away from me.

Prior to my real estate property was taking away from me I fought very hard and spent a lot of money on attorney fees to defend and protect and save my property. After the taking, I fought very hard to

get it back so I can continue to make my monthly mortgage payments and pay back the amount that had I borrowed to buy my house.

If I can see the future event back in 2014, I could have full pay off on the principal in 2014.

It makes no sense to foreclose on and taking my house just because my husband would not sign the lien on the house he did not own. He was pressured into signing lien because he is married to me!

(see App. C)

WELLS FARGO BANK'S EGREGIOUS CONDUCTS VIOLATION OF U.S. CONSTITUTION 14TH AMENDMENT and many other U.S. Constitutions and amendments:

My name is Karen Yeh Ho, aka Karen Ching Hsien Yeh Ho. I am the Pro Se Petitioner, Appellant, Plaintiff. I brought this lawsuit against Respondent, Appellee, Defendant, Wells Fargo Bank, N.A. in seeking justices for damages that I suffered due to the injury.

One of my lawsuit count is Wells Fargo Bank, N.A. had discriminated against me as a woman, and a married elderly Chinese Asian woman by denying me extended credit at the closing because I am a woman, a married woman who wanted to save my house from taking. Wells Fargo refused my monthly payments and erased all of my payment history. Wells Fargo then created another account to show that I never make payments. Wells Fargo then foreclosed on my house and taking my house when I am

qualifying for the loan. I was ready and capable to make payments in full.

The extended credit which I called it settlement for the dispute between loan servicer, Wells Fargo Bank, N.A. and I.

The promissory note did not match the lien on the house. Background history of the first promissory note and first lien on the house.

On November 2007, Amtrust Bank willing to let me borrow money if I put 20% down payment and Amtrust Bank will finance the 80% for my house if and only if I put the lien on the house as a collateral. I accepted the offer for willing to finance my purchase. At the closing, the lien documents show my husband and my name. We were both at the closing. I signed the promissory note only. My husband had to sign the lien on the house even though his signature was not required on the promissory note. My husband willing to sign the lien at that time because if he won't sign then I will loss my 20% deposit to the seller as their damage because I refuse to close. We both sign the lien on the house. The seller closing agent put both our name on the warranty deed.

After the closing I made all the payments on the lien on time by using my own money. I also paid the real estate taxes and property insurances and upkeep of my house. Every month Amtrust Bank will send monthly statements to me for payment with their mailing envelop.

Amtrust Bank stop sending me monthly statements. After Amtrust Bank stop sending monthly

statement Wells Fargo Bank started sending me monthly statements. I did not know the reason but I made payments to Wells Fargo Bank every month on time.

December 2008, after one year, I called Wells Fargo Bank that Wells Fargo Bank needs to adjust my interest rate downward. Wells Fargo Bank representative told me if the interest rate is at 12% I would not be complaining. I told them but the interest rate is at 2.25%! They just continue to send me monthly statements that is at 6.875%.

Wells Fargo Bank refused to accept my monthly payments sometime in 2012. After refuse my monthly payment then called me in default and filed foreclosure action in the Palm Beach County.

I hired first law firm to defend the lawsuit. The law firm did not do anything but taking my money.

In August 2013, Fannie Mae make an offer to me for making three payments for trial streamline Loan Modification. Fannie Mae's offer based on the value of my house. I had paid over \$100,000 in interest income to Fannie Mae since December 2007's closing.

I am competent and a retired professional. I understand contract law and uniform commercial code because I am an accountant, computer fraud auditor, Florida licensed real estate broker, Florida licensed community association manager and have many other licenses as an expert in the real estate field. I have all these qualifications and still loss my case in the court to save my house! So just imagine for women who did

not have my knowledge and qualifications! What would they have to go through to save their house?

December 2013, I want to correct the discrimination against me because of my gender and marital status in December 2007.

On November 30, 2013, I discover that I was the only person on the promissory note. My husband is not on the promissory note.

On December 4, 2013 my husband type a quit-claim deed to have his name removed from the deed to my house since his name is not on the promissory note. He went to record the quitclaim deed in the Palm Beach County recording department. He waive his right to marital property rights to this house. If we ever get divorced, he can not claim this property as his marital property because he that is his wish and he put in writing.

At the trial my husband testify that he will sign the permanent streamline loan modification agreement if his name is on the promissory note. He did not want to sign the lien document because his name is not on the promissory note and he did not want to sign a lien when the house is mine house from the beginning, he was forced to sign the lien documents.

I thought at this time I would not have to be forced to have my husband own the property and sign the lien when I don't want him to be on my property.

Wells Fargo's attorney object and state that I had call for a conclusion of the law when I asked in his opinion whether he should be signing the lien

documents when his name is not on the promissory note and on the deed. Wells Fargo state that is the question of law.

To me the knowledge in accounting and uniform commercial code, contract law and uniform commercial code. When lien follows the note. In other word. Mortgage follows the promissory note. Why would the bank would want more name on the lien on the house than what is on the name on the promissory note? Isn't easier to foreclose on one person than two people?

On December 4, 2013, I received my husband's willingly provided recorded quitclaim deed. I put the complete package together and sent the completed closing lien package back to Wells Fargo provided FedEx next day mail envelope. I think it is a completed lien package by signing promissory note, signing permanent streamline loan modification package agreement in front of Florida notary who is my insurance agent for my house, I completed the authorization for automatic withdrawal from my own checking account with the Wells Fargo Bank, I sign all the document that was inside the package and enclosed a 4th payment for the lien. The first page stamp "copy" and Wells Fargo Bank claim it not "original" but the two set are the same. Wells Fargo bank even argue about I did not return "original" permanent streamline loan modification agreement just to confuse the court "she did not return original permanent streamline loan modification agreement."

I expect that Wells Fargo will call me to confirm that they received the package on December 5, 2013. Wells Fargo did not call to inform me they had received my completed lien package.

On December 6, 2013, I had to called the number provided to me to call. I asked whether Wells Fargo received the complete package, and the check for the 4th payment. The answer from the Wells Fargo was YES. I asked whether there is any problem. The answer from the Wells Fargo was NO. I felt safe from taking my house.

After the phone call on December 6, 2013, I told my attorney that I would not pay them anymore because I have permanent stream line loan modification agreement from Wells Fargo Bank. One of the attorney told me Wells Fargo Bank will foreclosed on my house. I told the law firm that I had put into too much money into my house and I can pay and I want to pay in full even though the promissory note did not match the lien (mortgage) on the house.

On December 30, 2013, the court grant the law firm's withdraw from represent me in the court. My husband did not hire them. I told the Wells Fargo's attorney of record that I had permanent streamline loan modification and I had made payments on time. The Wells Fargo Bank have all the necessary legal documents to file in the Palm Beach County public records and pay for recording fee.

On certain month and on the certain date Florida Revenue inform me that I had to pay the stamp tax when my husband's name is no longer on the deed.

As though I had purchased half the house from him. I paid the Florida stamp tax on my house because of the permanent streamline loan modification.

Wells Fargo Bank still won't dismiss the foreclosure law suit for taking my house.

I filed formal notice to the Palm Beach court that I had permanent streamline loan modification.

I did not see any automatic weekly withdraw from my checking account in December 2013.

On January 2, 2014, I went to the local branch office in Jog Road and Military Trail and make my 5th payment for the lien on the house. Wells Fargo accepted my 5th payment. I still feel I am safe from taking my house.

I still did not see automatic weekly withdraw from my checking account in January 2014.

I thought I had reinstated my loan on September 2013, October 2013, November 2013, December 2013, and January 2014.

On February 2, 2014 at 9 am I went to the same Wells Fargo to make my 6th payment for my mortgage. The Wells Fargo refused my payment. Wells Fargo refused my payment. All the staff at the branch tried to help without success. The staff who make the phone call for me was put on hold for long time. After 12 pm I went home. I felt it was a scam to steal my money and my property.

On March 2014, an attorney that is not attorney of record and did not file any notice of appearance

show up. He state that I did not have permanent streamline loan modification. The judge suggest I should hire an attorney. As pro se, I filed another formal notice that I have permanent streamline loan modification agreement.

On April 2014, Wells Fargo continue to deny that I have permanent streamline loan modification agreement in writing and in the court record. The not attorney of record show up again. The Court order foreclosure trial and set a date.

I research for a law firm to save my house because the judge had suggested it. I search on the internet and found this law firm. This law firm was successful helping their client to have foreclosure dismissed because of trial loan modification. The bank appealed in the 4DCA (Florida 4th District Court of Appeal). At that time the decision and the opinion was not filed yet. I based on that information and hire that law firm to just write to Wells Fargo Bank that I have already have submitted all the legal documents and it is only up to Wells Fargo to file in the Palm Beach County public records to make it official and continue to accept my monthly payments.

On or about June 2014, the judge suggest that I find an attorney. I paid a second law firm over \$6000 for attorney fee just to write that letter and to dismiss the case. I had though if comes from law firm that judge would be fair and impartial.

Sad but it is true after I hire that law firm, I did not receive any notice from the Palm Beach

courthouse. I was put in the dark and don't know anything after I hire that law firm.

Sometime in July 2014, I receive a phone call from the law firm's attorney. She said she need to file continuance because Wells Fargo claim that Wells Fargo did not receive my permanent streamline loan modification package. I told my former law firm's attorney that Wells Fargo had already confirmed and received in December 6, 2013. Wells Fargo needs more time to find the package that I sent. I told her is okay to have continuance. The law firm's attorney did file the continuance and attached permanent streamline loan modification agreement package a copy provided to her from me. But later on, I discover that she did not attach promissory note with the rest of lien package.

I called the law firm when will Wells Fargo Bank dismiss the case. The attorney from that law firm told me I loss the case and the house will be sold. I check the court docket and I discover on July 17, 2014, an attorney from that law firm signed consent judgment for foreclosure without my knowledge, consent and signature. That consent judgment package was all prepared and well in advanced and signed by the Wells Fargo 's attorney and my second law firm's attorney without my signature. The Palm Beach County judge (a senior retired judge) signed the consent judgement for foreclosure without my signature. The name on the consent judgement from the second law firm was charged with DUI and was suspended from Florida Bar for not finish with continue education on July 17, 2014.

As soon as I discover the collusion fraud, I called and filed complaint with Florida Bar but I was told the case is not closed and Florida Bar will not investigate a case when it is still open.

I had expected Wells Fargo to withdraw the case because I had notified Consumer Financial Protection Bureau in writing that I may lose my house because of Wells Fargo banks collusion with my former attorney and tried to conduct dual track foreclosure. January 10, 2014, CFPB prohibit dual track foreclosure.

After July 17, 2014, I filed pro se motions after motions but court would not conduct any hearing.

Finally, the second law firm withdraw their service and the judge granted ZERO days to find another law firm or attorney.

I filed complaint to Fannie Mae and I told them that I want to pay my loan but Wells Fargo Bank refused my monthly payments for no good reason! I submit all the paper work on permanent streamline loan modification agreement package and had a telephone interview with Fannie Mae. The Fannie Mae interviewer told me that they care about receiving interest payment and principal payment. I told Fannie Mae I am willingly to pay and pay the full amount as soon as I can do it.

On November 10, 2014, I was able to have a hearing from a regular judge that he should have know whether or not that I have permanent streamline loan modification agreement because it is in my court record file. The court choice to listen to not the

attorney of record again that I did not have permanent streamline loan modification agreement. I learn about Consumer Financial Protection Bureau. I filed complaint on line regarding my injury will be happen soon if they don't help.

November 12, 2014. I expect Wells Fargo will dismiss the foreclosure sale but they did not cancel the sale.

On November 12, 2014, Wells Fargo conduct the first foreclosure sale. The purchaser was Fannie Mae.

On December 14, 2014, Wells Fargo wrote a letter explaining that my permanent streamline loan modification agreement was deleted because I had submitted quitclaim deed but did not send in my divorce decree, my marital status, and my husband is require to sign the permanent streamline loan modification.

On January 31, 2015, at the court hearing for my motion to vacate the foreclosure consent judgment without my knowledge, consent, and signature and foreclosure sale. The not attorney of record show up again and claim that I have full knowledge, consent to the judgement, and my signature is not required. The senior judge grant the issue of certificate of title on my house.

On February 2, 2015, I received certificate of title in the mail. I opened the mail. I found certificate of title shown "Tenant #1 served as Len Anderson". I thought that was odd. I did property title search on the Palm Beach County public records. I found 69

foreclosure cases and each certificate of title shown "Tenant #1 served as Len Anderson.". I was one of the victim. I went to the City of Boynton Beach police department and filed complaint and provide detective with 69 copies of print out. I called the Florida Attorney General office and sent all the copy to them by mail in February 2015. .

I did not hear and receive any information from the City of Boynton Beach and Florida Attorney General's office about my complaint.

I present the case of certificate of title "Tenant #1 served as Len Anderson" to attorneys that I think they may able to help. These attorney took one look and said it is too big for them to handle.

I filed appeal to the Florida Fourth District Court of Appeal. The 4DCA affirm without the written opinion. The 4DCA affirm that attorney can sign consent judgment without my knowledge, consent and signature. That is a very, very, scary! I never waive my right and grant that law firm to sign anything for me.

I disagree and I filed second appeal to the 4DCA. Wells Fargo through their attorney making false claim that I had filed bankruptcy. That false statement can be easily verified in the Federal bankruptcy court. Which is not true that I had filed bankruptcy. I did not and never filed bankruptcy. I did tell the first and second law firm that I am not poor and I absolutely cannot qualify for bankruptcy. That will be misrepresentation to the Federal Court. Again, 4DCA came back with affirm without written opinion.

I found out that Wells Fargo after receive certificate of title and rent out my property. After I notify the Palm Beach County court then Wells Fargo obtain writ of possession to evict their tenants which I filed in the court records. The evidences of pictures and license plate from outside the house etc.

Wells Fargo did not pay the Homeowners Association fee for the first year. I paid the Homeowners Association Fee because that is one of the scam is to use not paying the homeowners association fee to cause foreclosure therefore erase all the chain of title. I make sure it is paid. I make sure homeowners insurance is paid even though the house was foreclosed and Fannie Mae was the buyer.

I filed Florida Rules of Civil Procedure 1.54 but it was unsuccessful to get back my house. The court denied all the motions with that not attorney of record who show up for court hearings.

Wells Fargo still won't return my house so I can continue to make payment on my promissory note and save my house.

After total failure in the Florida State Court, I filed complaint in Federal District Court in Southern District.

The first appeal in Federal 11th Circuit Court of Appeal court's opinion is that I have RESPA claim and \$362,000 in damages and I may have ECOA claim.

I filed ECOA claim, and the Federal District Court in Southern District court found there is no

ECOA claim because husband and wife must sign the mortgage documents.

I appealed to the Federal 11th Circuit Court of Appeal Court. The Federal Appeal Court affirm the Federal judgment.

I suffered injury and seeking damages. Now I am petitioner to this Honorable Court for decision on whether Wells Fargo had violated my United States Constitutional rights and whether I am entitled to damages and what is my damage.

(see App. A, B, C, D)

REASONS FOR GRANTING THE PETITION

Many federal courts and state courts don't know what is a uniform Woman's and Married Woman's right under Equal Credit opportunity Act Violation or gender discrimination violation.

Let's be time traveler back to the time between Civil Right Act of 1964 and Equal Credit Opportunity Act of 28, 1974. Gender discrimination.

If this petition for Writ of Certiorari came to this Honorable Supreme Court in 1970. What will United States Supreme Court's opinion will be on the demand the requirement of spousal guaranty on their spouse's borrowing? Will it be a violation of United States Constitution 14th Amendment under the Equal Protection of the Law? Will it be violation of contract law when one spouse is the borrower and then the requirement is both spouse must be on the lien for the borrowing at the closing? The opinion of this Honorable Court will be better guide for Congress to write

laws for credit industry and credit industry to follow when there is marriage involved or should credit industry should not take marriage into consideration at all when it comes to credit but only on individual credit worthiness. How about finance for lien on the house because marriage before and after the marriage? What should consider discrimination when one spouse name is on the promissory note and the requirement of both spouse must be jointly for lien?

This case is about woman's right and/or married woman's right to her credit and property. Justice Ruth Bader Ginsburg will be happy to finally to have this case comes up for Supreme Court's decision. How many woman can afford to fight in court for their rights to their borrowing or credit without their husband signature when they need money for credit?

In *Hawkins v. Cnty. Bank of Raymore*, 761 F. 3d 937 (8th Cir. 2014) was supposed to be the precedent case for woman's right to her credit. "But Justice Scalia passed away before the vote in *Hawkins v. Community Bank of Raymore* in case number 14-520 [March 22, 2016] consisted of nine words by Chief Justice Roberts: "The judgement is affirmed by an equally divided Court." 4-4 vote.

There is oral argument in *Hawkins* pertain in this case and the court transcript as follows:

On page 7 of 62 of the Hawkins oral court transcript:

Justice Scalia: ".... You say she was required to sign. She wasn't required to sign. Somebody put a gun to her head? She wanted the husband to get the loan, and this was the

deal.”; “well, but don’t talk about it as she was required to sign. She was not required to sign.”; “If he was to get the loan, he had to get her to sign, but she was not required to sign.”

On page 8 of 62 of the Hawkin’s lawyer oral court transcript:

Mr. Duggan: “..... The precise reason to approve the loan, “I recommend approval of this loan request based on the financial strength of the guarantors and our collateral position.” The only collateral that was ever taken in that transaction was the collateral that was ever taken in that transaction was the collateral of the guarantors. To suggest that guarantors are not the real applicants in these loan transactions is to be divorced from reality. They are the true applicants.”; “The guaranties in this case have specific requirements for independent performance by the guarantors, such as providing financial statements, repaying the debts, paying their debts on time, honoring all their obligations with the lender. If they breach one single obligation that’s independent to their guaranty, they’re obligated to repay the debt in full, and ...”

On page 47 of 62 of the Bank’s lawyer oral court transcript:

Mr. McAllister: “Well, I agree that’s the consideration for the guaranty. But what that opens the door to, **Your Honor, if there**

have been 60 or 70 reported ECOA decisions since the change in 1985. More than half of those are within the last five years. After the 2008 crash, massive defaults, this is coming up more and more for banks as a defense. And if I can just have one minute, I'll tell you where this leads for banks. So, if the rule is a spousal guaranty can be voided – and that's what – the relief sought. They're not asking for damages. They want to invalidate, void the entire guaranty. That was Judge Posner's point. **So, if that is the rule, what is a bank to do when a married person comes in and seeks credit?** None of that furthers the purpose of the ECOA, which was to get the credit in the hands of people who were at that time being discriminated against. So, the fundamental problem with Reg B is it opens the door. And now that the lawyers have discovered this provision and are bring it up regularly, it will have a dramatic impact on the credit industry.”

On page 49 of 62 of the Hawkin's oral court transcript:

Justice Scalia: On the question of the guarantors entering a contract just as the borrower enters a contract, the two contracts are quite different. The borrower enters a bilateral contract, I promise to pay back the money if you – with interest if you promise to lend me the money. The guarantor is asking for a unilateral contract. The grantor is just saying, I

make no promises, but if you lend money to this person that I'm guarantying and that person defaults, I'll make good. That's a unilateral contract, which doesn't bind the lender at all. It's if the lender chooses to do that, I'll stand good for the default. The two contracts are quite different. And in that respect, you can't call both of them applicants just because they both have contracts."

This Honorable Court need to address the issue of marital spousal guaranty because is it of great public importance require guidance from the court for the finance, banking, and credit industry to follow. As the bank attorney in the *Hawkins* said in the oral argument "**if there have been 60 or 70 reported ECOA decisions since the change in 1985. More than half of those are within the last five years. After the 2008 crash, massive defaults, this is coming up more and more for banks as a defense. And if I can just have one minute, I'll tell you where this leads for banks.**

The writ of certiorari should be granted when there are at least four conflict of judgments among the Federal and State appellate courts and State Supreme Courts. So, all depends on where you lived that your credit requirement will be different from that Circuit Appeal Court and different states. The direction from this Honorable Court will settle the different decisions among the Federal Courts and State Courts.

These are the following courts have conflict over whether should the woman spousal signature on the

guarantee the loan when woman spouse did not apply or borrow money:

The U.S. 5th Circuit Court of Appeals. This 1987 case, *Evans, Centralfed Mortg. Co.*, 815 F.2d 348 (1987). (see App. I)

“Requirement of creditor conditioning loan to married woman for purchase of nonresidential property homestead residential property upon inclusion of her husband as grantee in warranty deed and his signature on deed of trust did not violate Equal Credit Opportunity Act, where creditor did not require that husband sign promissory note or assume any personal obligation for his wife’s debt, husband’s creditworthiness was not included in creditor’s consideration of whether loan could be repaid, and title requirements imposed by creditor were solely to obviate concerns that community property claims might be raised in future. Consumer Credit Protection Act. §§ 102 et seq., 701, 702(d), 705, as amended, 15 U.S.C.A. §§ 1601 et seq., 1691, 1691a(d), 1691d. Creditor’s requirement that nonborrowing spouse sign deed of trust and be included as grantee on warranty deed before credit be extended to borrowing spouse was reasonable within meaning of regulations promulgated under Equal Credit Opportunity Act; creditor’s wish for positive record assurance that its security for note not only was free from question by third parties, but also that its property interest would be available in

default and that it would not be faced with possibility of future legal proceedings by husband if it attempted to foreclose were commercially reasonable wholly apart from creditworthiness. Consumer Credit Protection Act. § 701, as amended, 15 U.S.C.A. § 1691.”

The U.S. 8th Circuit Court of Appeals in *Hawkins v. Community Bank of Raymore*, Case NO. 13-3065, (April 17, 2014) held “a person does not qualify as an applicant, that the statute solely by virtue of executing a guaranty to secure the debt of another.

The U.S. 6th Circuit Court of Appeal in *RL BB Acquisition, LLC v. Bridgemill Commons Dev. Grp.*, 754 F. 3d 380 (6th Cir. 2014) held “that by virtue of the regulatory interpretation of the statute, guarantors were covered by the ECOA.” And in *Fillinger v. Third Fed. Sav. & Loan Ass’n*, No. 21-3088 (6th Cir. 2021), the Sixth Circuit held “that an alleged denial of a loan is a sufficient injury to confer standing under Article III of the Constitution.” (see App. F)

The U.S. 11th Circuit Court of Appeal in *Regions Bank v. Legal Outsource PA*, No. 17-11736, 2019 WL 4051703 (11th Cir. Aug. 28, 2019), held “that a loan guarantor does not qualify as an ‘applicant’ for purposes of asserting claims under the Equal Credit Opportunity Act, 15 USC § 1691.”

The U.S. 11th Circuit Court of Appeal in *Jane McGinnis v. American Home Mortgage Servicing, Inc.*, 901 F. 3d 1282 (2018), Case No: 17-11494 (Decided August 22, 2018). Ms. Jane McGinnis won her case in jury trial and the jury awarded her \$3,506,000 but

Honorable Judge reduce the award. She appeal to 11th Circuit Court. 11th Circuit Court held “The jury found against Homeward on all claims and awarded McGinnis \$3,506,000 in damages. Because we conclude that the award violates neither the U.S. Constitution nor Georgia law, we affirm the judgement of the district court.” This voided the Honorable Judge’s reduction to her award and back to \$3.506,000 award.”

In my case for Petition for Writ of Certiorari appeal from the U.S. 11th Circuit Court of Appeal in *Karen Yeh Ho v. Wells Fargo Bank, N.A.* No. 22-11231, held:

We concluded that the district court did not err. Because Yeh Ho had defaulted on the loan at the time Wells Fargo offered the loan modification, the anti-discrimination provision of the ECOA AND Regulation B did not apply to her. 15 U.S.C. § 1691(d)(6); 12 C.F.R. § 202.2(c)(2)(ii). ... even assuming the relevant anti-discrimination provisions did not apply to her, the district court correctly concluded that it was reasonable for Wells Fargo to require either Wing’s signature or a divorce decree in light of Florida’s homestead laws. See *Crawford*, 266 So. 3d at 1277; 15 U.S.C. §§ 1691d(a), 1691(b)(1). The ECOA expressly provides that such a requirement does not constitute discrimination. 15 U.S.C. §§ 1691d(a), 1691(b)(1).” Affirm the case number 9:15-81522-civ-MARR.

(see App. C, D)

This Affirm that Wells Fargo demand at the closing the permanent streamline loan modification loan is not a decimation and Wells Fargo Bank is correct. This also affirm demand by Wells Fargo Bank, N.A. at the closing the permanent streamline loan modification agreement state that "We received a Quit Claim Deed but also needed a divorce decree. Signed re-drafted modification documents or original modification documents signed by both you and Wing Kie Ho. Your marital status." is legal and other cases that comes up will use this case as case law for judgment and so on and so forth. In another word, a married woman would not have any legal rights to her credit because the bank said so and can refuse her borrowing power base on whether she is single or married. It will not base on whether she has ability to pay as the borrower and/or as she promised to pay.

The case of borrower-man was required to have his wife sign guaranty so he can borrow. The wife was deleted from the guaranty and the settlement is for borrower-husband to pay his debt. (see App. G)

The example case is Federal Middle District Court in Florida case *PNC Bank, N.A. v. Miller*, 13 WL 2455972 (M.D. Fla. June 6, 2013) held that:

Found that the bank violated ECOA by requiring the wife of the borrower-husband to sign a personal guaranty despite the fact that the husband was creditworthy under PNC and/or its predecessor's standards.

Whether the existing Florida law to protect women and married women's rights from

discrimination under United States Constitution 14th Amendment and protect women's due process.

The existing Florida law is more advanced in women property rights and credit rights. I have my right to be treated equally under the U.S. Constitution and State law and seeking justice for my damages caused by injury in the Court!

The Florida Statues Section 708.08 provided real and personal property married women's property.

“Married women's right; separate property. –

(1) Every married woman is empowered to take charge of and manage and control her separate property, to contract and to be contracted with, to sue and be sued, to sell, convey, transfer, mortgage, use, and pledge her real and personal property and to make, execute, and deliver instruments of every character without the joinder or consent of her husband in all respects as fully as if she were unmarried.”

The Florida Statues Section 732.702(1) provided

“The rights of a surviving spouse to ... Homestead ... may be waived wholly or partly, before or after marriage, by a written contract, agreement, or waiver, signed by the waiving party in the presence of two subscribing witnesses...”

The Florida Supreme Court case law *Smith v. Martin*, 186 So.2d 16- Fla. Supreme Court 1966. Mrs.

Martin borrowed money to buy a real estate property under her own name and when she applied for the loan under a single woman. Mrs. Martin default on the loan. Mr. Martin want the loan declared invalid because he did not sign the mortgage document.

The Florida Supreme Court in 1966 provide:

“Section 708.08 has the same counterbalancing provision but much in the introductory provisions deals with problems unrelated to the ones facing us in the controversy and these would save it from condemnation for unconstitutional. We proceed to examine the merits of the case and in doing so we go immediately to Section 2, Article XI of the Constitution where we find that “[a] married woman’s separate real *** property may be charged in equity and sold *** for money *** due upon any agreement made by her in writing for the benefit of her separate property ***.”

(see App. E)

This is repeat from above for the sake of showing different court have different judgements. In the United States District Court Middle District of Florida Orlando Division *PNC, N.A. v. Miller*, case no: 6:13-cv-208-Ori-36DAB. Filed on 6/6/2013 (Document 31) (see Appx. G) court order

The Court agrees with the Magistrate Judge that Defendants should be permitted to assert an alleged violation of the Equal Credit Opportunity Act (“ECOA”) as an affirmative defense to enforcement of a guaranty. *See id.*

Permitting the affirmative defense is consistent with Florida Law recognizing that illegality of contract may be raised as an affirmative defense, as well as the public policy behind the enactment of the ECOA. See, e.g., *Power* 494 F. App'x 982, 986 (11th Cir. 2012) ("[A] contract which violates a provision of ... a statue is void and illegal and, will not be enforced in [Florida] courts."); *Citgo Petroleum Corp. v. Bulk Petroleum Corp.*, No. 08-cv-654-TCK-PJC, 2010 WL 3212751, at *4 (N.D. Okla. Aug. 12, 2010) (permitting defensive use of an ECOA violation under the doctrine of recoupment and noting that cases decided by the First and Third Circuits, which "represent the weight of authority and what appears to be the trend," have also permitted defensive use); *Bank of West v. Kline*, 782 N.W. 2d 453, 463 (Iowa 2010) (permitting the affirmative defense because it is consistent with Iowa law that contracts made in contravention of a statute are void, as well as the public policy behind the enactment of the ECOA); *Chen v. Whitney Nat'l Bank*, 65 So 3d 1170, 1174 (Fla. 1st Dist. Ct. App. 2011)(permitting the affirmative defense because it is consistent with Florida law recognizing that illegality of contract may be raised as an affirmative defense, as well as the public policy behind the enactment of the ECOA). Therefore, after careful consideration of the Report and Recommendation of the Magistrate Judge, in conjunction with an independent examination of the court

file, the Court is of the opinion that the Magistrate Judge's Report and Recommendation should be adopted, confirmed, and approved in all respects.

United States court of Appeals for the Eleventh Circuit case no 22-11231, *Karen C. Yeh Ho v. Wells Fargo Bank, N.A.* filed date April 27, 2023 this case for this Petition. (see App. A)

The Florida Constitution states that “[t]he owner of home stead real estate, joined by the spouse if married, may alienate the home-stead by mortgage, sale or gift.” Fla. Const. Art. X, § 4. “Florida courts have consistently interpreted this... provision as requiring spousal joinder in the execution of a mortgage on homestead property in order for the mortgage to encumber the property and the enforceable in foreclosure, even where only the signatory spouse is an owner of record on the property’s deed.” *Crawfore v. Fed. Nat'l Mortg, Ass'n*, 266 So. 3d 1274, 1277 (Fla. Dist. Ct. App. 2019). The Court Affirm.

United States District Court Southern District of Florida case no: 9:15-81522-Civ-Marra Document 158 filed March 19, 2022. On Opinion and Order Motion for Summary Judgement (see App. C)

“7. Wells Fargo’s oral notification to Plaintiff of her improperly executed modification agreement and the documentation she needed to submit to finalize the loan modification on January 2, 2014, was also sufficient under 12

C.F.R. § 202.9(c)(3). Once oral notification is provided, the creditor then has thirty (30) days to provide written notification. *Brown v. Wells Fargo Home Mortgage.*, No. 15-cv-467-JL, 2017 WL 320615, at *6 (D.N.H. July 26, 2017) (“If the application remains incomplete” after such oral notice of incompleteness, Regulation B obligates the creditor to provide written notice, again within 30 days, ‘of action taken in accordance with [12 C.F.R. § 202.9(a)]; or of the incompleteness, in accordance with [12 C.F.R. § 202.9(c)(2)]......

8. Accordingly, because Wells Fargo gave proper notice to Plaintiff as required by the ECOA. Her claim fails on the merit. Since Plaintiff has failed to prove a claim under the ECOA, there is no need for the Court to consider the question of damages.”

Wells Fargo notify me in writing on December 16, 2014 that they received permanent streamline loan modification agreement with quitclaim deed but need divorce decree, marital status, and notarized signature from my husband. The loan approval was on “As stated in the Offer Letter, Plaintiff was “already approved” for the streamline modification. “[b]ased on [her] home’s value.” See D.E. 41 at App’x 241-48; WF Ex. 11.

On January 13, 2014 letter from Wells Fargo’s standardized letter that they did not receive the signed modification agreement.

“20. Wells Fargo sent Plaintiff a letter on January 13, 2014, notifying her that the loan modification could not be finalized because Wells Fargo did not receive the signed modification agreement (“January Letter”), and the Foreclosure Action resumed. *See id.*

The lower courts need stronger guidelines about credit discrimination against women. The three circuit courts of appeals applied three different methods to determine whether the term “applicant” was ambiguous under the Equal Credit Opportunity Act (ECOA). The inquiry was necessary to address the ultimate question of whether the spousal signature is required because of marriage or should be based on one spouse’s own credit willing to pay on time and willing to pay in full.

OFFER, CONSIDERATION AND ACCEPTANCE.

Florida Second District Court of Appeal in *NOWLIN V. Nationstar Mortgage, LLC.*, 103 So.3d 1043 (Fla. Dist. Ct. App. 2016) decided June 10, 2016. (see Appx H)

We agree with the Nowlins that the trial court erred in entering a final foreclosure judgment when the loan at issue had been modified. We will also address an issue created by the manner in which the final judgment was issued.

III. Final Judgment

The entry of a final judgment by a judge who did not preside over the trial, without more, is

improper. “[A] successor judge may not enter an order or judgment based upon evidence heard by the predecessor judge.” *Hartney v. Piedmont Tech., Inc.*, 814 So. 2d 1217, 1218 (Fla. 1st DCA 2002) (quoting *Carr v. Byers*, 578 So.2d 347, 348 (Fla. 1st DCA 1991))’ see also *Acker v. State*, 823 So.2d 875, 876 (Fla. 2d DCA 2002) (reversing probation order where judge who signed the order did not hear the testimony of the witnesses nor could she evaluate their credibility).

GENDER DISCRIMINATION

A question that has been raised more than once and that gives me no inner peace is why did so many nations in the past, and often still now, treat women as inferior to men? Everyone can agree how unjust this is, but that is not enough for me, I would also like to know the cause of the great injustice ... It is stupid enough of women to have borne it all in silence for such a long time, since the more centuries this arrangement lasts, the more deeply rooted it becomes .. Many people, particularly women, but also men, now realize for how long this state of affairs has been wrong, and modern women demand the right of complete independence? But that’s not all, respect for women, that’s going to have to come as well!

By Ann Frank

Can Women, a Married Women find justice in United States Supreme Court when there is no equal treatment of the law and due process?

If my case had been held in Florida Federal Middle District Court I may have different outcome as the one I received or if I did not live in the jurisdiction of 15th Judicial Circuit Court In and For Palm Beach County, Florida. I had to fight for my legal rights by petition for writ of certiorari and come all the way to United State Supreme Court to find justices for my injury due to discrimination against me because I am a woman. The Florida courts have many direct conflict on whether the spousal should be signing the other borrower spouse's lien and make guarantee on the money lent even with the existing law.

There are errors in findings of facts and I would like to reserve for CORRECTIONS:

Karen Yeh Ho, pro se, petitioner reserve all the right for argument to correct the errors in judgments.

There are 27 states in the United States have credit discrimination protection.

One of the states is Florida.

CONCLUSION

WHEREFORE, Petitioner, KAREN YEH HO, PRO SE, respectfully request for granting Petition for Writ of Certiorari.

Under the penalty of perjury, the statements made is to the best of my knowledge and believe.

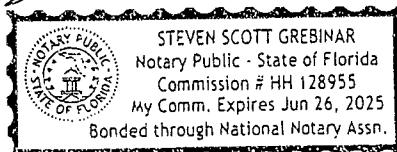
Date: August 25, 2023
Respectfully submitted by:

Karen C. Yeh Ho
KAREN YEH HO, Pro Se, former homeowner,
Petitioner, Appellant, Plaintiff, Defendant.
9174 Chianti Court
Boynton Beach, FL 33472
(561)460-1989

STATE OF FLORIDA
COUNTY OF PALM BEACH

Karen C. Yeh Ho, personally appeared
and sworn and subscribed before me this 25 day of
Aug, 2023, who took an oath under the penalty
of perjury, the statements made is to the best of my
knowledge and believe. Karen C. Yeh Ho
produced driver's license for identification to me.

Notary public: SSG
Notary Stamp:



CASE NO;

IN THE
SUPREME COURT OF THE
UNITED STATES

KAREN C. YEH HO,
PETITIONER

VERSUS

WELLS FARGO BANK, N.A.,
RESPONDENT

APPENDIX FOR WRIT OF CERTIORARI

TO THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT COURT
CASE NO: 22-11231-GG

Respectfully submitted by:
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