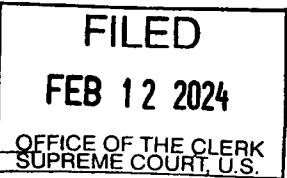


No. 23 - 7484



In The
SUPREME COURT OF THE UNITED STATES

Lorenzo M. Wilson and Jacquelyn H. Wilson

Petitioners

v.

Ford Motor Company and Hanania Automotive Group

Respondents

**ON PETITION FOR WRIT OF CERTIORARI TO THE
ALABAMA SUPREME COURT**

**BRIEF OF PETITIONERS LORENZO M. WILSON AND
JACQUELYN H. WILSON**

Lorenzo M. Wilson and Jacquelyn H. Wilson
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QUESTION PRESENTED

**DOES THE UNITED STATES CONSTITUTION REQUIRE THE TRIAL
COURT TO MAKE A FINDING OF FACT AND LAW IN THE
GRANTING OR DENYING A MOTION TO COMPEL ARBITRATION. ?**

LIST OF PARTIES

Petitioners Lorenzo M. Wilson and Jacquelyn H. Wilson are the Plaintiffs-Appellants in the proceedings below.

Ford Motor Co. is a Multi-National Automobile Manufacturer located in Dearborn Michigan.

Hanania Automotive Group is a Multi-State automobile dealer and a Ford Franchisee located in Jacksonville Florida.

TABLE OF CONTENTS

	PAGE
QUESTION PRESENTED.....	i
PARTIES TO PROCEEDING.....	ii
TABLE OF CONTENTS.....	iii
INDEX OF APPENDICES.....	iv
TABLE OF AUTHORITIES.....	v
OPINIONS BELOW.....	1
STATEMENT OF JURISDICTION.....	1
CONSTITUTIONAL AMENDMENTS AND STATUTORY	
AUTHORITY.....	2
STATEMENT OF CASE.....	2
REASON FOR GRANTING THE PETITION.....	3
INTRODUCTION.....	4
CONCLUSION.....	7

INDEX TO APPENDICES

Decision of Jefferson County Circuit Court	App. 1
Decision of Alabama Supreme Court.....	App. 2
Extension Granted by Hon. Clarence Thomas.....	App. 3
Extension Granted by Clerk's office	App. 4
2nd Extension Granted by Clerk's office.....	App. 5

TABLE OF AUTHORITIES

Cases:	PAGE
Doctor's Assoc. Inc. v. Casarotto 517 U.S. 681, 687 (1996).....	7
Perry v. Thomas 482 U.S. 483 (1993).....	7
Prima Paint Corp. v. Flood & Conkling Mfg. Co. 388 U.S. 395 (1967).....	6
Southland Corp. v. Keating 465 U.S. 1 (1984).....	7
Federal Statute	
Federal Arbitration Act. 9 U.S.C. 2.....	1,6,7
U.S. CONSTITUTION:	
1st Amendment.....	2,4,5
5th Amendment.....	2,5,6
14th Amendment.....	2,4,,5

OPINIONS BELOW

The Circuit Court of Jefferson County, Alabama entered an order to compel arbitration without making any finding of fact or law concerning fraudulent inducement, public safety, defective product, or any issues or evidence before the trial court on Sept. 12, 2022. The trial court denied all post trial motions by simple denial.

The trial court's order was affirmed by 4 Justice of Alabama Supreme Court with no opinion on Oct. 13, 2023.

JURISDICTION

This Court has Jurisdiction under 28 U.S.C. 1257, Alabama Supreme Court Filing no opinion on Oct. 13, 2023 and 9 U.S.C. 9 FAA and its grant of extension by Justice Clarence Thomas on Jan, 2, 2024 for 10 Feb. 2024. The Petitioners files this brief pursuant to Rule 29(2) of this Court's Rule. The Clerk of this Court granted the Petitioners a 60 day extension on Feb. 16, 2024 to correct the defect in their filing.

CONSTITUTIONAL AMENDMENTS

The First Amendment of U.S. Constitution provides for the right to petition the government to seek redress of grievance.

The Fifth Amendment of U.S. Constitution provides for due process of law.

The Fourteenth Amendment of U.S. Constitution provides for equal protection of the law and due process of law.

These Constitutional provisions should apply equally to all citizens equally and all corporations alike.

STATEMENT OF THE CASE

This case involves a motion to compel arbitration filed by the Respondents, Ford Motor Co. and Hanania Automotive the true owners of Iron City Ford of Birmingham, (now defunct and bankrupt). Iron City Ford was where the actual purchase of a 2020 Ford F-150 Truck took place on March 27, 2021.

The Petitioners Lorenzo M. Wilson and Jacquelyn H. Wilson opposed the motion to compel arbitration on the grounds that "Agreement to Arbitrate" was a stand alone one page document that was negotiated prior to the purchase. The Petitioners further asserts that the signing of the "Agreement to Arbitrate" was induced by fraud, in that the (now defunct and bankrupt Iron City Ford) represented the vehicle to be new and collision free, with a value of \$57, 000.00. The Petitioners asserted that the Sales person who negotiated the Arbitration Contract presented them with a false car fax that stated the vehicle was damaged free (when damaged vehicles are not reported to the insurance carriers they won't show up on car fax.)

The Petitioners further provide evidence that the damage to the vehicle

was latent and not visible to the naked eye and the damaged was material, in excess of \$1,650.00. Lorenzo M. Wilson and Jacquelyn H. Wilson further provided evidence that prior to the signing of the Arbitration Contract the Sales person(s) over rode the safety warning system at the time of the test drive by either manually or by manipulation of the circuit board. These actions further show the extreme deprivation that some Corporations will resort to when facing closure and or bankruptcy (unbeknownst to us at the time). In particular the simplest thing would have been to repair the vehicle prior to selling it and we would not have been the wiser. But the pressures of monthly P&L (profit & loss) and quarterly balance sheets as well as Corporate pressures can negatively effect people's judgment.

Neither Ford Motor Co. or Hanania Automotive denied the factual allegation of fraudulent inducement but rather argued that the issue of fraudulent inducement in the signing of the Arbitration agreement should be decided by the Arbitrator and not the Court.

REASON FOR GRANTING THE PETITION

This Petition should be granted because of the question of whether those seeking redress under the First Amendment U.S Const, due process of law under the Fifth Amendment U.S. Const. and due process of law and equal protection of the law under the Fourteenth Amendment U.S. Const. are

State of Alabama set an additional premium of \$100 above the regular filing fee, on the request for a jury. As such it should not be too much to ask for a finding of fact and law when money is collected and there is a denial of a Constitutional Right(s). Futher the Petitioner argue that trial courts should not and are not afforded the same discretion as appeal courts.

The Petitioners Lorenzo M. Wilson and Jacquelyn H. Wilson futher argues that "...nor be deprived of life, liberty or property, without due process of law clause of the 5th Amendment of the U. S. Constitution mandates that the trial Court make a finding of fact and law since the Court collected over \$700.00 in fees. In this case the actions or the lack thereof is essentially telling people after they pay their filing fees to go suck some wind. If anyone thinks that these are insignificant amounts, I would refer them to any given auto worker at a Ford Motor plant, who went on strike for a lot less recently.

The Petitioners Lorenzo M. Wilson and Jacquelyn H. Wilson further assert that Section 1 of 14th Amendment, the right to due process of law and equal protection of the law requires a legal and factual finding, when a trial Court is presented with a meaningful and material challenge to the validity of a contract that involves the waiver of a Constitutional Right(s). These Petitioners are not requesting a finding in their favor, nor are they entitled to a favorable finding. These Petitioners are asking that the law be upheld

equally for the average Citizens and the Multinational Conglomerate. Nothingfulness should not be a option---the U. S. Constitution and its Amendments are mandatory not discretionary.

Under the Federal Arbitration Act. 9 U.S.C 2 the validity of arbitration contract can be challenged on the same grounds as any other contract, such as fraudulent inducement. In *Prima Paint v. Flood & Conklin Mfg Co.* 388 U.S. 395 (1967) this Court stated that fraudulent inducement in the signing of a arbitration agreement is grounds to invalidate such a contract.

The Petitioners Lorenzo M. Wilson and Jacquelyn H. Wilson also presented undisputed evidence that the practices and overall operation of Iron City Ford not only violated State Contract Law but was more akin to some sort of flimflam used car operation rather than a new car Ford Dealership. These facts were borne out to be true by its closure and bankruptcy shortly after the filing of the lawsuit brought by these Petitioner as well as public backlash.

State law is applicable if that law arose to govern issues concerning the validity, revocability and the enforceability of a contract generally *Southland Corp. v. Keating* 465 U.S. 1 (1984) and *Perry v. Thomas* 483 (1983).

The Federal Arbitration Act 9 U.S.C -2 places arbitration agreements on an equal footing with other contracts and therefore the Trial Court must

first determine its validity before it can be enforced. See. Doctor's
Associates, Inc v. Casarotto 517 U. S. 681, 687(1996).

CONCLUSION

Because this case involves whether a finding of law and fact concerning arbitration agreements are discretionary or mandatory in the State of Alabama and Nationally, this Court should grant this petition for certiorari.

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