

ORIGINAL

No.

24-1315

IN THE
Supreme Court of the United States

ANDY DESTY,

Petitioner,

v.

SANTANDER CONSUMER USA, INC.,

Respondent.

From Appeal No. 24-13606-D

ON PETITION FOR A WRIT OF CERTIORARI TO THE
UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

PETITION FOR A WRIT OF CERTIORARI

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Representing Self as Petitioner

April 24, 2025

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QUESTIONS PRESENTED

Whether this Court's decisions interpreting the Equal Protection Clause of the Fourteenth Amendment, 42 U.S.C. § 1983, including *Fuentes v. Shevin*, 407 U.S. 67, 80, 96-97, 92 S.Ct. 1983, 32 L.Ed.2d 556 (1972); *Sniadach v. Family Finance Corp.*, 395 U.S. 337, 340-42, 89 S.Ct. 1820, 23 L.Ed.2d 349 (1969); *Lugar v. Edmondson Oil Co.*, 457 U.S. 922, 924, 102 S.Ct. 2744, 73 L.Ed.2d 482 (1982), permit Santander Consumer USA Inc.'s use of deprivation of rights and properties without due process of law decisions.

Whether this Court's decisions interpreting the Takings Clause of the Fifth Amendment, including *Tyler v. Hennepin County, Minnesota*, 143 S. Ct. 1369 (May 25, 2023); *Boyd v. U.S.*, 116 U.S. 616 at 635 (1885), permit Santander Consumer USA Inc.'s use of taking and depriving private properties for public use without just compensation and without due process of law decisions.

Whether this Court's decisions interpreting the Truth in Lending Act (TILA) in Advertising of Downpayments and Installments of the United States Code Title 15 Section 1662, and in Determination of Finance Charge of the United States Code Title 15 Section 1605(a)(b)(c)(d), including *Stone v. Powell*, 428 U.S. 465, 483 n. 35, 96 S. Ct. 3037, 49 L., permit Santander Consumer USA Inc.'s use of deceiving the American people to enter and to draft consumer credit contracts and transactions by forcing to deposit large amounts of downpayments money in Consumer Credit Transactions without full disclosure of required law decisions.

Whether this Court's decisions interpreting the United States Supreme Court's ruling "Where a Promissory Note Goes, a Deed of Trust Must Follow, in other word, the Deed and the Note Cannot be Separated," including *Carpenter v. Longan*, 83 U.S. 16 Wall. 271 (1872), permits Santander Consumer USA Inc.'s use of separating original promissory notes from the deed of trust law decisions.

Where is the Note?

Whether this Court's decisions interpreting the United States Code Title 28 Section 636(b)(1)(A) Jurisdiction Power and Temporary Assignment-Notwithstanding Any Provision of Law to the Contrary, including *Labor and Industry Review Commission of the State of Wisconsin v. Tracey Coleman*, 860 F.3d 461 (2017), permit the United States District Court for the Northern District of Georgia Atlanta Division's use of dismissing with prejudice a case with No. 1:23-cv-00289 between Desty v. Santander Consumer USA Inc. by a Magistrate judge without due process of law decisions.

Whether this Court's decisions interpreting the Corporate Powers of Associations-Bank Power to Lend Money Not Credit, codified in the United States Code Title 12 Section 24 Paragraph 7, including *First National Bank of Tallapoosa v. Monroe*, 135 Ga 614; 69 S.E. 1123 (1911); *C.E. Healey & Son v. Stewardson National Bank*, 1 N.E.2d 858 III. App. 290, permits Santander Consumer USA, Inc.'s use of power decisions to lend its credit to this Petitioner, not even its money, and became surety, indorser, or guarantor for him.

**PARTIES TO THE PROCEEDING
AND RULE 29 STATEMENT**

Petitioner in this case is Andy Desty.

Respondent is Santander Consumer USA, Inc. with admin:

Bruce Jackson, Head of the Santander U.S. Auto business and CEO of Santander Consumer USA Inc., reporting to Santander U.S. CEO, Tim Wennes, in His Official Capacity; Juan Carlos Alvarez de Santo, Chief Financial Officer for Santander U.S. and Santander Bank N.A. in His Official Capacity; Brian Yoshida, Chief Legal Officer for Santander U.S. in His Official Capacity; Matthew T Covell, Attorney for Santander Consumer USA Inc. in this case in His Official Capacity.

Defendant, Santander Consumer USA, Inc., is being served as a respondent herein.

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GLOSSARY

“Petitioner”	Appellant, proceeding in propria persona as Andy Desty, natural man alive.
“Respondent”	Santander Consumer USA, Inc., corporation, national bank.
“Highest Court”	United States Supreme Court.
“Court”	United States Court of Appeals for The Eleventh Circuit Elbert Parr Tuttle, 56 Forsyth St. N.W., Atlanta, Georgia 30303
“Case”	Appeal Case Number: 24-13606-D
“Authority”	28 U.S.C. § 2101, 28 U.S.C. § 1254 <i>Cohens v. Virginia</i> , Article III S.2 C.2.
“Rule”	The United States Constitution
“E. McBath”	J. Elisabeth McBath, federal magistrate judge for the U.S. District Court
“Grimberg”	Steven D. Grimberg, U.S. District judge assigned on the case at the U.S. District Court
“Matthew C.”	Matthew T. Covell, Esq., with Georgia Bar No. 190735, Representative for the Respondent on the case. 1180 W Peachtree St NW, Suite 1800, Atlanta, GA 30309. Tel: 404-817-8500
“Jordan, Branch, and Lagoa”	U.S. Circuit judges who gave their OPINION at the U.S. Court of Appeals with no judges’ signature for the case petitioned herein that later became JUDGMENT to Dismiss without due process

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PETITION FOR A WRIT OF CERTIORARI

Petitioner Andy Desty respectfully submits his petition for a writ of certiorari to review the judgments (**Appendices A, B, C, D**) of the U.S. Court of Appeals and the U.S. District Court.

OPINIONS BELOW

The opinion of the U.S. District Court is available at (**APPENDIX A**) at 3a and is reprinted in the Appendix (“App.”) at 3a. The opinion of the U.S. Court of Appeals is available at **App. C** at 11a.

The JUDGMENT (**App. B**) of the U.S. District Court denied and dismissed Petitioner’s Complaint with prejudice without due process of law decisions and is reprinted at **App. B-9a**. The U.S. Court of Appeals’ JUDGMENT, which overruled Chief Justice’s ruling and decision in *Cohens v. Virginia*, is available at **App. D-13a**.

JURISDICTION

The U.S.D.C and the U.S. Court of Appeals rendered their decisions on 09/26/2024. App. 3a, 9a, and 03/06/2025. The United States Supreme Court has jurisdiction under 28 U.S.C. § 2101(c), 42 U.S.C. § 1983, 28 U.S.C. § 1253, and 28 U.S.C. § 1651.

The United States Supreme Court has supreme power and jurisdiction to attend to this case and to review it **pursuant to** the Article III S.2 C.2. **See** *Cohens v. Virginia* from the Chief Justice:

The judiciary cannot, as the legislature may, avoid a measure because it approaches the confines of the constitution. We cannot pass it by because it is doubtful. With whatever doubts, with whatever difficulties, a case may be attended, we must decide it if it be brought before us. We have no more right to decline the exercise of jurisdiction, which is given, than to usurp that which is not given. The one or the other would be treason to the constitution.

CONSTITUTIONAL PROVISION INVOLVED

The Fourth Amendment to the United States Constitution provides in relevant part:

*The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or **things** to be seized.*

U.S. Const. amend. IV.

The Fifth Amendment to the United States Constitution provides in relevant part:

No person shall be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

U.S. Const. amend. V.

The Fourteenth Amendment to the United States Constitution provides, in relevant part:

No State shall ... deny to any person within its jurisdiction the equal protection of the laws, nor either life, liberty, or property.

U.S. Const. amend. XIV, § 1.

INTRODUCTION

On January 9, 2021, Petitioner Andy Desty, applied to access a Consumer Credit transaction at Avis Car Sales, Morrow, Georgia for a 2019 Volkswagens Atlas with VIN: 1V2LR2CA2KC549296. Upon arrival, Petitioner was introduced by an automobile salesperson. Minutes later, the buying process started by asking Petitioner to provide some personal and identification documents. Further, Petitioner was asked to disclose his social security number and was advertised with a Downpayment and Installment amount outside of the finance charge, which clearly violated The Truth in Lending Act **codified in** 15 U.S.C. § 1605 and 15 U.S.C. § 1662. Petitioner was told that the downpayment, which was paid in the amount of \$3,000.00, was needed and mandatory for an approval from a certain bank under the name of “Santander Consumer USA, Inc.” which Petitioner did not see present that day at the time of the transaction. The petitioner was forced to pay and actually paid \$3,000.00 cash to leave the premises with the automobile.

The Petitioner entered an alleged automobile transaction with this Respondent or with whoever was there that day without full disclosure of his right to rescind. The Respondent did not exist on the alleged transaction because no signature from this Respondent was provided on the alleged transaction, and that false and deceptive information was given to Petitioner despite unlawful and lack of transparency in the consumer credit application. Despite all the Respondent’s fraud implemented in the transaction, matters were not being handled equitably and with efficiency with the Respondent, Santander Consumer USA, Inc. So, having “suffered an injury that falls squarely within the language and spirit of the Constitution’s guarantee of equal protection,” *Fuentes v. Shevin*, 407 U.S. 67, 80, 96-97, 92 S.Ct. 1983, 32 L.Ed.2d 556 (1972); and *Sniadach v. Family Finance Corp.*, 395 U.S. 337, 340-42, 89 S.Ct. 1820, 23 L.Ed.2d 349 (1969); and *Lugar v. Edmondson*

Oil Co., 457 U.S. 922, 924, 102 S.Ct. 2744, 73 L.Ed.2d 482 (1982), STATED: an individual deprived of property or properties only temporarily, due process requires notice and an opportunity to be heard. Mr. Desty brought this challenge to the use of deprivation of rights and properties in the Respondent's business lending process seeking monetary and injunctive relief.

The U.S. District Court granted judgment in favor of the Respondent (**App. B**) in a decision that sharply divided the District bench, and the U.S. Court of Appeals DISMISSED with no judges' signature, *sua sponte*, allegedly stated that Petitioner filed his appeal too late on October 30, 2024, although Petitioner filed a timely motion for rehearing/Appellant's Motion to Object for Good Cause **to** explain to the U.S. Court of Appeals that Petitioner filed his Appeal on time, but **to** the United States Supreme Court (U.S.C.A. **EXHIBIT 35**) and that the U.S. Supreme Court's Clerk replied to Petitioner with a letter on October 24, 2024, stated that Petitioner's Writ of Certiorari was postmarked October 17, 2024, and received October 22, 2024, and that the papers are returned because Petitioner's case must first be reviewed by a U.S. Court of Appeals or by the highest state court in which a decision could be had (**See U.S.C.A. EXHIBIT 36**). District Judge Steven D. Grimberg, and Circuit Judges Jordan, Branch, and Lagoa's writing for the panel, acknowledged that Santander Consumer USA Inc.'s use of deprivation of rights and properties were subjects to strict scrutiny. They nevertheless concluded that "*Lugar's and Fuentes' and Sniadach's* serious, good faith consideration' standard" applied refused to "second-guess the merits of the Santander Consumer USA Inc.'s decision" and "instead scrutinize[d] Santander's decision-making process" to ensure that Santander Consumer USA Inc. "acted in good faith and even overruled a United States Supreme Court's Chief Justice's ruling and decision."

The United States Court of Appeals dismissed all Petitioner's motions including his Appeal without due process of law, without the Petitioner's consent, which even overruled a United States Chief Justice ruling and decision in *Cohens v. Virginia* although the United States Supreme Court's Clerk explained in a letter (U.S.C.A. **EXHIBIT** 36) that Petitioner filed his appeal on time, but must be first reviewed by a U.S. Court of Appeals, and in spite of that, the Court still dismiss Petitioner's appeal. Writing for three of the dissenting judges, Circuit Judges JORDAN, BRANCH, and LAGOA faulted the panel's finding that Santander Consumer USA Inc.'s unconstitutional business conduct of deprivation of rights and properties was justified by *Fuentes and Sniadach and Lugar*. In their views, the panel decision "essentially abdicates judicial review of a deprivation of rights-conscious of takings activity for customers [Santander] customers that favor the most in one of the most popular states in the United States.

This Petition presents important constitutional question: (1) The panel's interpretation of *Fuentes, Sniadach, and Lugar* as a blanket endorsement of deprivation of rights and properties preference in Santander Consumer USA, Inc.'s so-called "holistic" business activities without any regard to Santander Consumer USA, Inc. having been one of the most deprivation of rights and properties businesses in the nation before deprivation was considered.

This Court should grant the petition and review the United States Court of Appeals' decision, which authorizes public, private or national banks to increase the use of deprivation of rights and properties and lending their credits to others without any of their signatures on file decisions preferences precisely when that use should be abating or completely stopped.

1. The United States Supreme Court shall attend to Writ of Certiorari and handle at its supreme court level only at its own supervision and authorization, *see* 28 C.F.R. §0.20(c), and only in cases of great national importance.

The U.S. District Court's and the U.S. Court of Appeals' decision in agreement with the Respondent's unlawful action of taking cash money outside of a Finance Charge during a consumer credit application clearly rejects the Truth in Lending Act (TILA) in the Advertising of Downpayments and Installments, which violated 15 U.S.C. § 1662, and opposed the U.S. Supreme Court decision and ruling in *Stone v. Powell*, 428 U.S. 465, 483 n. 35, 96 S. Ct. 3037, 49 L. Petitioner asked Respondent about the taking of downpayment money in a notice sent via USPS. The Respondent NEVER provided an answer.

Besides, it didn't even bother the District Court to question the Respondent about the downpayment received in cash money taken from Petitioner outside of the Petitioner's Finance Charge knowing that this conflicts with the TILA and ruling and decision in *Stone v. Powell*, 428 U.S. 465, 483 n. 35, 96 S. Ct. 3037, 49 L., and knowing that national banks are not allowed to loan their credits to others.

STATEMENT OF ISSUES ADDRESSED

1. **Whether** this Court should grant Petitioner's Writ of Certiorari.
2. Whether Respondent violated U.S. Const., Amend IV.
3. Whether Respondent violated U.S. Const., Amend V.
4. Whether Respondent violated U.S. Const., Amend XIV.
5. Whether Respondent violated 15 U.S.C. § 1662.
6. Whether Respondent violated 15 U.S.C. § 1605 (a)(b)(c)(d).
7. Whether Respondent violated 12 C.F.R. § 1026.23 Section D (1)(2)(3); 15 U.S.C. § 1635 (a)(b).
8. Whether the District Court violated 28 U.S.C. § 636(b)(1)(A).
9. Whether the Court of Appeals violated Chief Justice decision and ruling in

Cohens v. Virginia

10. Whether the District Court and the Court of Appeals violated due process.
11. Whether the Respondent violated 12 U.S.C. § 24 Paragraph 7.
12. Whether the Petitioner has been damaged.
13. Whether Petitioner has satisfied all conditions precedent to assert a claim under the Fourth, the Fifth, and the Fourteenth Amendments to the United States Constitution.
14. Whether Petitioner has satisfied all conditions precedent to assert a claim under Georgia's Fair Business Practices Act.
15. Whether Respondent violated the United States Supreme Court ruling and decision in *Carpenter v. Longan*, 83 U.S. 271, 274 (1872).
16. Whether the Respondent violated the Uniform Commercial Code § 9-102(65).
17. Whether Respondent violated the Privacy Act, which is codified in 15 U.S.C. § 552a(b).
18. Whether Respondent violated the Republic Act No. 10173 also known as Data Privacy Act of 2012 (DPA).
19. Whether the amount of any punitive damages to be awarded to Petitioner.
20. Whether the Respondent returns all Petitioner's properties including a 9-milimeter belonged to Petitioner, Petitioner's children's properties, a 2019 Volkswagen Atlas, and the Petitioner's legal papers/documents.

WHEREFORE, Petitioner, Andy Desty, **pursuant to** 28 U.S.C. § 2101(c), 42 U.S.C. § 1983, 28 U.S.C. § 1253, 28 U.S.C. § 1651, the Article III S.2 C.2., **and** *Cohens v. Virginia*, prays this Honorable Court to attend to this Writ of Certiorari and respectfully requests to investigate and settle this matter in good faith. Further, the Petitioner prays to assume jurisdiction over this matter, to award Petitioner all fees

and costs under the Equal Access to Justice Act (EAJA), and all applicable damages for the violations committed by the Respondent.

STATEMENT OF THE CASE

A. History of Santander Consumer USA, Inc. in support of Petitioner's Writ of

Certiorari

Because of so many unfair practices conducted by Santander Consumer USA, Inc in the U.S. and as crazy as it sounds, Petitioner shows below three similar cases to this Court as to why Petitioner respectfully requests the United States Supreme Court to step in to attend to this Writ of Certiorari for complete review for the sake of justice:

- (1) On Wednesday, February 25, 2015, an article came out on the website of Office of Public Affairs U.S. Department of Justice, where Justice Department Reaches Settlement with Santander Consumer USA, Inc to resolve allegations concerning over 1,100 illegal car repossession against service members. Santander Consumer USA Inc. has agreed to pay at least \$9.35 million to resolve a lawsuit by the Department of Justice alleging that the motor vehicle lender violated the Servicemembers Civil Relief Act (SCRA). The complaint and the settlement, which was subject to court approval, were filed in the U.S. District Court for the Northern District of Texas. The settlement covers the improper repossession of 1,112 motor vehicles between January 2008 and February 2013. The proposed consent order represents the largest settlement for illegal automobile repossession ever obtained by the United States under the SCRA. The lawsuit alleges that

Santander initiated and completed 760 repossession without court orders, of motor vehicles owned by SCRA-protected service members. The lawsuit also alleges that Santander sought to collect fees arising from an additional 352 repossession that unrelated motor vehicle lenders had conducted in violation of the SCRA before Santander acquired the loans. (SEE: file:///I:/santander_consent_order.pdf)

(2) On December 22, 2020, the Consumer Financial Protection Bureau settles with Santander Consumer USA Inc. for Credit Reporting Violations in connection with its auto loans. The CFPB issued a consent order against Santander Consumer USA Inc. to address the Bureau's finding that it violated the Fair Credit Reporting Act (FCRA). The consent order was issued in connection with Santander providing erroneous consumer loan data to customer reporting agencies (CRAs). The Bureau found that the consumer loan data Santander furnished to CRAs between January 2016 and August 2019 contained many systemic errors that in many instances, could have negatively impacted consumers' credit scores and access to credit. All this is in violation of the Privacy Act, which is also codified in 5 U.S.C. § 552a(b)(g). The consent order requires Santander to take certain steps to prevent future violations and imposes a \$4,750,000 civil money penalty. (SEE: file:///I:/cfpb_santander-consumer-usa-inc_consent-order_2020-12.pdf)

(3) On July 31, 2023, an article came out on topclassactions.com in a class action lawsuit between *Hugh Kelly and Christine Kelly v. Santander Consumer USA, Inc.* indicated that Santander Consumer USA Inc. agreed to a \$14 million class action lawsuit settlement to resolve claims it sent insufficient repossession notices to Pennsylvania borrowers. The settlement benefits

borrowers who entered into a retail installment sales contract with Santander Consumer USA Inc. for financing the purchase of a motor vehicle, and whole vehicles were repossessed by Santander after the lender sent a notice of repossession to a Pennsylvania address between June 30, 2014, and July 9, 2020. According to the class action lawsuit, Santander failed to send the proper repossession notices to Pennsylvania borrowers before repossessing their vehicles. Plaintiffs in the case claim the insufficient notices violated the Pennsylvania Uniform Commercial Code and the Pennsylvania Motor Vehicle Sales Finance Act. The article says that Santander is a lender for consumers, small businesses and communities. Santander hasn't admitted any wrongdoing but agreed to a \$14 million settlement to resolve the repossession class action lawsuit. The Final approval hearing for the settlement was scheduled on October 17, 2023. (SEE: <file:///I:/Kelly%20v.%20Santander%20Consumer%20U.S.%20Inc.pdf> for evidence)

WHEREFORE, Petitioner, Andy Desty, respectfully submit this Writ of Certiorari to this honorable, supreme Court of the United States for the foregoing stated above in favor for an admission. This Writ of Certiorari shall be GRANTED without prejudice against the Respondent to set this matter for a de novo review of the issue of violations of the laws of the United States and its Constitution, and stated as follows:

- A) Expedite consideration of this action **pursuant to** 28 U.S.C. § 1657 because it's an action that requires expedition to avoid court orders causing additional harm and damages.
- B) Issue an emergency stay of the enforcement of all orders associated with the District Court and the Court of Appeals' rulings.

Grant any other and further relief as the Court deems just and proper.

B. Proceedings Below

1. Petitioner commenced this action in the United States District Court, challenging Santander Consumer USA Inc.'s use of deprivation of rights and properties, the Takings Clause, Fraud in credit transactions as a denial of equal protection under the Fourth, Fifth, and the Fourteenth Amendment to the United States Constitution and violation of the United States Code Title 42 Section 1983. Santander Consumer USA Inc. defended its use of malicious and deprivation of rights and properties as a narrowly tailored means of pursuing greater amount in business, which it deemed essential to its mission as Georgia's flagship business of loaning. Santander argued that it is not considered as a debt collector under the Fair Debt Collection Practices Act but stated that it is an automobile lender... so what a dumb statement, and a bloody lie! Santander Consumer USA Inc lied under oath to the U.S. District Court so it can get its motion to dismiss GRANTED. Fortunately, and unlawfully, Santander succeeded with its lies in making the USDC and USCA granted its motions to dismiss Petitioner's complaint when it's been viral on the internet that Santander has this scheme going as a habit to unlawfully collect monies including made-up fees from its customers collecting as a debt collector under FDCPA especially when the articles stated above proved so. Furthermore, Santander Consumer USA Inc. argued that its use of deprivation of rights and properties was lawful for being modeled after giving its credit approval to Petitioner in a consumer credit transaction, which was upheld as constitutional in *Sniadach v. Family Finance Corp.*, 395 U.S. 337, 340-42, 89 S.Ct. 1820, 23 L.Ed2d 349 (1969).

The U.S. District Judge Steven D. Grimberg and the Circuit Judges Jordan, Branch, and Lagoa have kicked to the curve the United States Supreme Court decisions and rulings in the cases between *Carpenter v. Longan*, 83 U.S. 16

Wall. 271 (1872), and *First National Bank of Tallapoosa v. Monroe*, 135 Ga 614; 69 S.E. 1123 (1911), where they rejected the decisions and rulings that have stated the followings: “*Where a promissory note goes, a deed of trust must follow,*” and “*A national bank cannot lend its credit to others, but only its money.*” The guess is that Judges Steven D. Grimberg, and Circuit Judges Jordan, Branch, and Lagoa never thought of why Petitioner has been asking Santander in Petitioner’s Complaint under what probable cause and due process of law the Respondent repossessed Petitioner’s automobile including his firearm, his documents, his children’s school belongings, books, bookbags, jackets. Further, the judges didn’t even bother to even check to see if Petitioner had a debt or a promissory note from Santander. Petitioner asked the Respondent many times, was there a debt associated with this transaction and complaint. Upon demand, Santander refused to provide an answer even pertaining to his own alleged debt and the complaint brought against him. Santander never produced or presented to the District Court and the Court of Appeals the original promissory note of the transaction bearing the original signatures between Respondent and Petitioner. That alone created a recipe for the district judge’s constant angriness where that made him unpleasant to work in the case just because he decided he will not have time to lawfully investigate the Petitioner’s complaint. At the end, that made the Petitioner a victim of his own constitutional rights and his due process from discrimination and biased judges.

REASONS FOR GRANTING THE PETITION

Certiorari should be granted because the U.S. District Court and the Court of Appeals “decided important federal questions in a way that conflicts with relevant decisions of this Court.” Rule 10(c).

This Writ of Certiorari should be granted because it is in compliance with the United States Constitution, the United States Supreme Court rulings and decisions, and federal and state laws **pursuant to**:

Case Laws:

- *Fuentes v. Shevin*, 407 U.S. 67, 80, 96-97, 92 S.Ct. 1983, 32 L.Ed.2d 556 (1972) stated: Even if the government deprives an individual of property only temporary, due process requires notice and an opportunity to be heard.
- *Sniadach v. Family Finance Corp.*, 395 U.S. 337, 340-42, 89 S.Ct. 1820, 23 L.Ed.2d 349 (1969), held: Wisconsin's prejudgment garnishment of wages procedure, with its obvious taking of property without notice and prior hearing, violates the fundamental principles of procedural due process.
- *Lugar v. Edmondson Oil Co.*, 457 U.S. 922, 924, 102 S.Ct. 2744, 73 L.Ed.2d 482 (1982), held that: Due process requirements must be satisfied in prejudgment attachment procedures if state officers collaborate with private creditors in securing the property at issue. AND, In a claim under 42 U.S.C. Section 1983, Lugar argued that he had been deprived of due process when Edmondson acted jointly within the state in removing his property by attaching it to the lawsuit. The lower courts ruled that no state action had occurred.
- *Stone v. Powell*, 428 U.S. 465, 483 n. 35, 96 S. Ct. 3037, 49 L., "The United States Supreme Court ruled that "State Courts, like Federal Courts, have a constitutional obligation to safeguard PERSONAL liberties, and to uphold federal law."
- *Boyd v. U.S.*, 116 U.S. 616 at 635 (1885), the United States Supreme Court held that "A search and seizure [was] equivalent [to] a compulsory production of a

man's private papers" and that the search was "an 'unreasonable search and seizure' within the meaning of the Fourth Amendment."

Carpenter v. Longan, 83 U.S. 16 Wall. 271 (1872), the United States Supreme Court ruled that: "The note and mortgage are inseparable; the former as essential, the latter as an incident. An assignment of the note carries the mortgage with it, while an assignment of the latter alone is a nullity." "The assignment of a negotiable note before its maturity raises the presumption of a want of notice of any defense to it, and this presumption stands till it is overcome by sufficient proof." So, when a mortgagor and a mortgagee make a separate agreement, that agreement does not follow the note if the note is transferred. So, **where a promissory note goes, a deed of trust must follow. In other words, THE DEED AND THE NOTE CANNOT BE SEPERATED.**

Coleman v. Labor & Indus. Review Comm'n of Wisconsin, 860 F.3d 461, 475 (7th Cir. 2017), where the Court of Appeals vacated the dismissal because the Court of Appeals held that magistrate judges may not dispose of claims in cases like this one, where only one side has consented to the magistrate's jurisdiction. The Petitioner/Plaintiff did not consent to magistrate's order and final Report and Recommendation.

First National Bank of Tallapoosa v. Monroe, 135 Ga 614; 69 S.E. 1123 (1911), the Court ruling that "a bank (national bank) can lend its money (cash), not its credit." The provision referred to do not give power to a national bank to guarantee the payment of the obligations of others solely for their benefit, nor is there any authority to issue them through such power incidental of the business of banking.

C.E. Healey & Son v. Stewardson National Bank, 1 N.E.2d 858 III. App. 290, it

is stated that: In the federal courts, it is well settled that a national bank has no power to lend its credit to another by becoming surety, indorser, or guarantor for him.

- **U.S. Constitution:**

- *U.S. Const., amend. IV* The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause.
- U.S. Const., amend. V, “No person shall be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.”
- U.S. Const., amend. XIV, “No State shall ... deny to any person within its jurisdiction the equal protection of the laws, nor either life, liberty, or property.”

- **Statutes:**

- 28 U.S.C. § 1651, 15 U.S.C. § 1662, 15 U.S.C. § 1692g, 15 U.S.C. § 1681i (1)(A), 15 U.S.C. § 1692f (6)(A)(B), 10 U.S.C. § 921 Art 121, 15 U.S.C. § 1605 (a)(b)(c)(d), 28 U.S.C. § 1254(1), 42 U.S.C. § 1983, 12 C.F.R. § 1026.23 Section D (1)(2)(3), 15 U.S.C. § 1635 (a)(b), 28 U.S.C. § 636 (b)(1)(A), 12 U.S.C. § 24 Paragraph 7, 15 U.S.C. § 1640, 5 U.S.C. § 552a (b)(g), 28 C.F.R. § 0.20 (a)(c), Federal Rule of Civil Procedure: Rule 41

I. The Constitutional Issues in This Case Are Critically Important.

The U.S. District Court and the U.S. Court of Appeals' wholesale deference to Santander Consumer USA Inc.'s “good faith” diversity judgments shift responsibility for ensuring equal protection from the courts to vehicle financing companies. But vehicle financing companies should have no claim to an exemption from judicial oversight when individual rights are at stake. “Because even National Banks for motor

vehicles or vehicle financing companies can lose sight of the constitution. It is the duty of the courts to scrutinize closely their ‘benign’ use of deprivation in properties and rights.”

Thus, “when governmental decisions ‘touch upon an individual’s deprivation of right and property, [h]e is entitled to a judicial determination that the burden[s] he is asked to bear on that basis is precisely tailored to serve a compelling governmental interest.”

Whether deprivation of properties and rights and dismissing with prejudice have arisen in the context of vehicle financing in certain federal courts, the United States Supreme Court has not retreated from its duty to ensure that government officials honor constitutional guarantees. **See** *Boyd v. U.S.*, 116 U.S. 635; *Labor and Industry Review Commission of the State of Wisconsin v. Tracey Coleman*, 860 F.3d 461 (2017); That noble tradition underlines the importance of the issues that so deeply divided the U.S. District Court and the U.S. Court of Appeals in this case. Petitioner did not consent to the magistrate judge’s order and final Report and Recommendation that brought his complaint to such dismissal order.

The Fourth, Fifth, and the Fourteenth Amendments to the United States Constitution guarantees individuals the right to due process when federal, state or local government deprive them of life, liberty or property.

II. Review Is Required Because the U.S. Court of Appeals and District Court’s Analysis Conflicts with This Court’s Equal Protection Decisions.

A. This Court Should Correct the U.S. Court of Appeals and the District Court’s Unwarranted Deference to Santander Consumer USA

As the U.S. District Court and the U.S. Court of Appeals’ decisions demonstrates, claiming to apply strict scrutiny may be very different from applying it. The U.S.

District Court and the U.S. Court of Appeals effectively abandoned strict scrutiny by holding that “due deference” validated Santander’s conclusion that deprivation of right and property is “essential to its business financing mission.”

The panel entirely departed constitutional bounds when it required Petitioner to rebut Santander’s claim that its use of deprivation of rights or properties was in “good faith.” If anything is clear, an individual suffering discrimination should not shoulder the heavy burden of proving that the government’s use of deprivation is *not* narrowly tailored: “[T]he government has the burden of proving that deprivation classifications are narrowly tailored measures that further compelling government interests.” There is no authority supporting deference to Santander’s subjective judgment that its deprivation-based credit program is narrowly tailored.

B. This Court Should Correct the Court of Appeals and the District Court’s Abandonment of Strict Scrutiny.

Santander Consumer USA’s use of takings and deprivation in or after credit approval cannot survive strict scrutiny under this Court’s decisions. First, Santander Consumer USA, Inc.’s reliance on Georgia’s deprivation demographics to establish a population goal that justified the reintroduction of deprivation preferences is blatant deprivation balancing.

The fact is that total confusion and lack of transparency presented and occurred in a consumer credit transaction between Petitioner and this Respondent where Respondent raised an amount of commercial frauds, demanded for unreasonable payments, payments that don’t even exist. To clarify the situation, the Petitioner mailed to Respondent a notice demanding Respondent to validate its demand under penalty of perjury as to where the demand for those high fees and payments came from. Respondent, Santander Consumer USA Inc. failed to provide the

validation of his debt.

Petitioner, who is a natural man alive with blood and flesh, paid his money and filed his Complaint at the U.S. District Court for the Northern District of Georgia on January 19, 2023, in which a copy of the foregoing was provided and made upon the Court clerk in person and a true copy of the complaint has been provided and served to the Respondent. Petitioner has explained to the U.S. District Court everything that had happened, and funny enough, the U.S. District Court ignored everything and pretended they didn't understand the nature of Petitioner's Complaint. The U.S. District and the Respondent fabricated lies on all Petitioner's motions filed with them.

The District Court's ruling against Desty's objections after their careful consideration of the record is WITHOUT PROOF, FACTS, AND LAWFUL REASON to support their order. *Appendix A*, 3a.

The District Court lied about the whole OPINION AND ORDER (U.S.D.C. Doc. 28). The Petitioner objected to the magistrate judge's Order and Final Report and Recommendation. **See U.S.D.C. Doc. 23**

Another clear observation about the District judge Steven D. Grimberg's OPINION AND ORDER document, he stated that Petitioner did not object to the R&R's summary of his allegations and later in his next two sentences, he mentioned that Petitioner objects to the R&R. **See Appendix A**, 5a. In the District Court's decision, it is crystal clear that the District Court was confused because their panel made a decision that was not based on truth, facts, and the law. Petitioner always approached the courts with his hands clean, with the truth to NOT deceive anyone.

III. The Court Should Grant Review to Clarify or Reconsider *Fuentes, Sniadach, Lugar, Stone v. Powell, LIRCSW v. Tracey, First National Bank of*

Tallapoosa v. Monroe, CE Healey & Son v. Stewardson National bank, Boyd v. U.S., Carpenter v. Longan, to the Extent It Can Be Read to Justify Santander Consumer USA Inc.'s Use Of Deprivation of Rights and Properties, Lending its credit to another, and not its money.

For all the foregoing, the U.S. Supreme Court rulings and decisions identified and stated above, the U.S. District Court and the U.S. Court of Appeals' decisions conflict with a long line of this Court's precedent and rulings, including *Lugar, Fuentes, Sniadach, First National Bank of Tallapoosa v. Monroe, Stone v. Powell, C.E. Healey, Carpenter v. Longan*. If the panel's reading of ***Fuentes, or Lugar, First National Bank of Tallapoosa v. Monroe, or Stone v. Powell, C.E. Healey, or Carpenter v. Longan*** are correct, however, ***Desty v. Santander Consumer USA, Inc.*** should be clarified or reconsidered to restore the integrity of the Fourteenth Amendment's guarantee of equal protection, the Takings Clause of the Fifth Amendment. *See, e.g., Adarand Constructors, Inc.*, 515 U.S. at 231-35.

CONCLUSION

Petitioner's prayer is that this Honorable United States Supreme Court should grant this petition for writ of certiorari without prejudice. Further, Petitioner hereby requests this honorable Court to conduct a de novo review and order the U.S. District Court for the Northern District of Georgia and the U.S. Court of Appeals for the Eleventh Circuit's opinion and order in (U.S.D.C. Docs. 28, 29), Opinion of the Court (U.S.C.A. Doc. 17-1), JUDGMENT (filed on 03/06/2025) to be Reversed or DENIED without prejudice **pursuant to** FRCP Rule 41a (2), 28 U.S.C. § 1657, Equal Access to Justice Act.

Respectfully submitted and signed on April 24th, 2025, in the State of Georgia by:

Andy: Desty, *sui juris en lex* / Petitioner.

All Unalienable Rights Reserved Without Prejudice UCC 1-308, Without Recourse.

By: 

Andy: Desty
c/o 227 Spring Creek Way
Douglasville, Georgia [30134]
godkeyboard@gmail.com

UNDER PENALTY OF PURJURY, I, ANDY DESTY, Petitioner swear, declare and certify on this 24th day of April 2025, that this foregoing or all information provided herein is **true** and **correct** to the best my knowledge and ability, with evidence of the facts presented herein, and to the applicable laws stated above.