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In the Supreme Court of the United States

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ROSS HORSEY, PETITIONER

*v.*

AMERICAN FINANCE LLC, RESPONDENT

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On Petition for a Writ of Certiorari to the Delaware Supreme Court

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*Petition for a Writ of Certiorari*

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*Ross Horsey, Pro Se  
141 Kirkbride Avenue  
Ewing, New Jersey*

*Counsel for Petitioner*

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## QUESTIONS PRESENTED

1. Whether a delay of 105 days by Judge Noel Eason Primos in responding to a court letter, which mandated a determination for oral argument within 5 days, constitutes a failure of due process.
2. Whether the imposition of cruel and unusual punishment constitutes an exceptional circumstance that deviates significantly from accepted standards of decency and fairness, thereby warranting deviation from standard legal procedures.
3. Whether fraud upon the court constitutes an exceptional circumstance.
4. Whether it is permissible under postal regulations to use a docket number in place of the addressee's address on mail.
5. Whether the collection of +300% interest on a judgment under Delaware law, which disfavors compound interest, constitutes cruel and unusual punishment.
6. Whether a judgment should be validated in the absence of valid proof if the judgment numbers are inconsistent.

7. Whether it is permissible for a judge to attend a hearing without adequate preparation.
8. On what legal grounds does the Secretary of State serve as the registered agent for an unaccredited subprime lending company?
9. Whether the designation of a governmental entity as a registered agent confers governmental entity status upon the corporation.
10. Whether a governmental entity bears equivalent responsibility if the corporation it represents commits fraud.
11. Whether the deprivation of constitutional rights constitutes exceptional circumstances.

#### **PARTIES TO THE PROCEEDING**

I, Petitioner Ross Horsey, was defendant in the Justice of the Peace Court 16 and now appellant below. Respondent: American Finance LLC, was plaintiff in the Justice of the Peace Court 16 and now appellee below. The petitioner seeks relief from the U.S. Supreme Court to address substantial legal and procedural errors

made by the lower courts, including the Delaware Supreme Court, which caused financial harm and violated constitutional rights. This petition emphasizes the need to uphold due process, fair trials, and protection against fraud. The case has broader implications for the integrity of judicial processes and consumer rights, particularly under federal laws like the Truth in Lending Act and the Uniform Commercial Code. The petitioner aims to set a precedent for legal safeguards and fair treatment in similar cases nationwide.

**Interested Persons:**

- Ross Horsey, Petitioner
- Frank Raymond Moore, Interested Person
- Judge Michael J. Sherlock, Interested Person
- Judge William Sweet, Interested Person
- Judge Noel Eason Primos, Interested Person
- Jeffrey W. Bullock (Secretary of State of Delaware), Interested Person
- John Carney (Governor of Delaware), Interested Person

- Judge George Traynor (Delaware Supreme Court Justice), Interested Person
- Judge Karen L. Valihura (Delaware Supreme Court Justice) Interested Person.
- Judge Collin J. Seitz Jr. (Delaware Supreme Court Justice) Interested Person
- Brian Everett (Agent FA7344), Interested Person
- April M. Wright (Corporations Administrator), Interested Person
- Tammie Tribett (Agent FA11759), Interested Person
- Wendy Gleasner-Dixon (Collateral Manager), Interested Person
- Holly Cole (FA12734), Interested Person
- Elizabeth Parson (FA12517), Interested Person
- Christy Maier (FA11606), Interested Person

**Interested Parties:**

- Marino Real Deal (Marino Motors)
- SCJ Commercial Financial Services
- Red Target LLC

- Corporation Service Company
- Justice of the Peace Court 16
- Wells Fargo
- Eastern Region Auto Auction
- Prentice Hall
- Corporation Service Company

**Government Agencies That Need to be Aware:**

- Federal Trade Commission
- Securities and Exchange Commission
- Board of Governors of the Federal Reserve System
- Better Business Bureau
- Federal Bureau of Investigation
- Department of Justice (DOJ)

## **RELATED CASES**

### **1. Ross Horsey v. American Finance LLC**

- Case Number: JP16-14-002931
- Court: Justice of the Peace Court 16
- Order Entered: October 3, 2014

### **2. Ross Horsey v. American Finance LLC**

- Case Number: JP16-14-002931
- Court: Justice of the Peace Court 16
- Order Entered: Revival of a Judgment, January 19, 2023

### **3. Ross Horsey v. American Finance LLC**

- Case Number: K23A-05-003 NEP
- Court: Superior Court in and for Kent County
- Final Order: January 30, 2023



4. Ross Horsey v. American Finance LLC

- Case Number: 64, 2024
- Court: Delaware Supreme Court
- Order Made: September 30, 2024

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## APPENDIX

### 1. Order of the Delaware Supreme Court

**Case Number:** 64, 2024 **Date:** September 30, 2024 **Description:** Affirmed the decision by Superior Court

### 2. Final Order of the Superior Court in and For Kent County

**Case Number:** K23A-05-003 NEP **Date:** January 30, 2023 **Description:** Stating that Petition was 81 days late as well as Jurisdiction

### 3. Order of Revival of Judgment by the Justice of the Peace 16

**Case Number:** JP16-14-002931 **Date:** January 19, 2023 **Description:** Revival of judgment issued from October 3, 2014

#### **4. Notice of Hearing to Revive Judgment**

**Case Number:** JP16-14-002391, **Date:** December 8, 2022, **Description:** Notice of hearing for the revival case via Zoom Call. The Court Official name is merely “Kristen”

#### **5. Notice of Application to Revive Judgment/Judgment Debtors answer**

**Case Number:** JP16-14-002931 **Date:** September 15, 2022, **Description:** This notice was filed to seek revival of a dormant judgment, outlining the grounds and legal basis for the revival. The Court Official name is just “Susie”

#### **6. Initial Order of the Justice of the Peace 16**

**Case Number:** JP16-14-002931 **Date:** October 3, 2014, **Description:** Order issuing Default Judgment

## **7. Summons**

**Case Number** JP16-14-002391, **Date:** June 2, 2014?, **Description:** Alleged

Summons that was produced by Nolette Theresa January 10, 2023 at 11:40 A.M.,

There are no Constable notices or serve dated validating this summons.

## **8. Opposition to Motion to Quash and Motion to Dismiss**

**Case Number** K23A-05-003 NEP, **Date:** October 17, 2023, **Description:** Further

asserting my position and challenging the motions filed by American Finance LLC

## **9. Reply Brief**

**Case Number** K23A-05-003 NEP, **Date:** October 03, 2023, **Description:** My reply

brief asserting my testimony. Detailing the omitting of the \$3.50 a day interest,

Fraud by American Finance LLC, Judge Sherlocks negligence, and Jefferey W.

Bullock abusing his authority.

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- *Greenlaw v. United States* 554 U.S. 237 (2008)
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## PETITION FOR WRIT OF CERTIORARI

In the Supreme Court of the United States, I petitioner, Ross Horsey, respectfully submit for a writ of certiorari to review the Order of the Delaware Supreme Court.

### OPINIONS BELOW

The opinion of the Delaware Supreme Court, issued on September 30, 2024, in case number 64, 2024, is reproduced in Appendix 1. This judgment followed decisions made by the Superior Court for the State of Delaware in and for Kent County, docket number K23A-05-003 NEP is reproduced in Appendix 2. The origins of this case trace back to an initial judgment entered on October 3, 2014, which was subsequently revived on January 19, 2023, under case number JP16-14-0023916 is reproduced in Appendix 3.

### JURISDICTION

The judgment sought to be reviewed was entered on September 30, 2024, in case No. 64, 2024, in the Delaware Supreme Court. The Honorable U.S. Supreme Court has jurisdiction over the matter of Ross Horsey vs. American Finance LLC, pursuant to 28 U.S.C. § 1257, which grants the Court authority to review cases from the highest state court that involve significant federal questions. This Court's jurisdiction is invoked as the

case involves allegations of fraud upon the court, an act of intentional deception by a party that compromises the court's integrity.

The Supreme Court's review is imperative to ensure justice and address potential violations of due process and constitutional rights. The Court should exercise its authority to adjudicate the issues presented to prevent the miscarriage of justice that may result from the alleged fraud and due process violations.

Furthermore, this case falls under 18 U.S. Code § 1341 - Frauds and Swindles, which addresses schemes to defraud and the use of false or fraudulent pretenses, representations, or promises.

## **CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED**

### **1. U.S. Constitution**

- **Amendment I:** Freedom of speech, religion, press, assembly, and petition.
- **Amendment V:** Double jeopardy, and guarantees due process.
- **Amendment VI:** The right to a fair and speedy trial, and the right to an impartial jury.

- **Amendment VII:** guarantees the right to a jury trial in civil case involving disputes over amounts more than twenty dollars.
- **Amendment VIII:** excessive bail or fines should not be required, nor should cruel and unusual punishments be inflicted.
- **Amendment IX** clarifies that United States citizens have far more rights than those currently listed and that their absence doesn't diminish their importance.
- **Amendment XIII:** abolished slavery and involuntary servitude
- **Amendment XIV:** Equal Protection, Due Process

## 2. Statutes and Rules

- **28 U.S.C. § 1257:**
- **15 U.S.C. § 1601 et seq. (Truth in Lending Act - TILA)**
- **15 U.S.C. § 1681 et seq. (Fair Credit Reporting Act - FCRA)**
- **15 U.S.C. § 1692 (Fair Debt Collection Practices Act - FDCPA)**
- **Federal Rule of Civil Procedure 60(b):** Relief from a Judgment or Order

- **Federal Rule of Civil Procedure 60(d)(2):** Fraud on the Court
- **Uniform Commercial Code (UCC) § 2-206:** Offer and Acceptance in  
Formation of Contract
- **Uniform Commercial Code (UCC) § 2-602:** Manner and Effect of Rightful  
Rejection
- **Uniform Commercial Code (UCC) § 9-102:** Definitions and Index of  
Definitions

## STATEMENT OF THE CASE

The initial indication of fraud upon the court is evidenced in [Exhibit 1], which was originally submitted by American Finance LLC (I will say SBAF for further evidence sent by American Finance LLC) for the hearing on January 19, 2023. At first glance, this document appears to be a valid Summons dated June 2, 2014. However, upon closer inspection, discrepancies become apparent. Notably, the document indicates it was produced by Nolette Theresa (Justice of the Peace 16 Employee) on January 10, 2023, 11:40 a.m., just nine days before the hearing. This discrepancy suggests the document was

created in 2023, not 2014 as purported. Further evidence of this fabrication includes the absence of Constable notes, serve date, and the identity of the serving Constable, which would be present on a properly executed Summons from June 2, 2014.

Had American Finance LLC requested a copy from the Justice of the Peace 16, these sections would reflect the actual date of service and the serving officer.

Consequently, this raises issues under Federal Rule of Civil Procedure 12(b)(2) for lack of personal jurisdiction,<sup>1</sup> 12(b)(4) for insufficient process<sup>2</sup>, and 12(b)(5) for insufficient service of process<sup>3</sup>. Additionally, Federal Rule of Civil Procedure 60(d)(2) provides for relief under 28 U.S.C. §1655 to a defendant who was not personally notified of the action<sup>4</sup>. Non-compliance with these procedural rules renders the initial judgment invalid and warrants dismissal.<sup>5</sup> Furthermore, the Summons references a Replevin action, which is incongruous

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<sup>1</sup> Federal Rule of Civil Procedure 12(b)(2)

<sup>2</sup> Federal Rule of Civil Procedure 12(b)(4).

<sup>3</sup> Federal Rule of Civil Procedure 12(b) (5)

<sup>4</sup> Federal Rule of Civil Procedure 60(d)(2); 28 U.S.C. § 1655.

<sup>5</sup> *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238, 246 (1944); *Universal Oil Prods. Co. v. Root Ref. Co.*, 328 U.S. 575, 580 (1946).

given that JP Form 1 [Exhibit 2] indicates Agent Brian Everett (FA7344) stated the vehicle had already been sold prior to initiating legal proceedings.

Contained within Exhibit 3 (SBAF) is a Certified Mail receipt that was filed and accepted by the Justice of the Peace 16. The signature on the Certified Mail is not mine but that of my father, Ross Williams. Regrettably, I must disclose that my father is deemed incompetent due to a brain surgery he underwent at the age of two, which resulted in the implantation of a shunt and subsequent learning disabilities<sup>6</sup>. Therefore, he cannot sign anything in my behalf. Upon closer examination of the Certified Mail receipt, evidence of postal fraud becomes apparent.

A pertinent question arises: how did this Certified Mail arrive at my parents' residence when the receipt bore no address, only the docket number for case JP16-14-002391? This issue is further compounded by the fact that I currently reside in Ewing, New Jersey, and the Certified Mail receipt Exhibit 4 dated September 22, 2022, also

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<sup>6</sup> *Great Coastal Express, Inc. v. Int'l Bhd. of Teamsters, Chauffeurs, Warehousemen & Helpers of Am.*, 675 F.2d 1349, 1356 (4th Cir. 1982).

lacked my Ewing address, displaying only the docket number. When sending Certified Mail, the Clerk is required to ensure that the addresses match. This discrepancy raises questions about how the mail was dispatched from the post office in this condition.

The legality of including court docket numbers on Certified Mail is questionable and constitutes Mail Fraud under 18 U.S.C. § 1341, a white-collar crime indicative of fraudulent intent.<sup>7</sup> Additionally, the similarity between the P.O. Box address of American Finance LLC (P.O. Box 1898, Dover, DE 19903) and that of the Secretary of State Delaware (P.O. Box 898, Dover, DE 19903) suggests a potential cloaking technique. Further elaboration on the Secretary of State will be provided later in this Petition.

I will now recount the key events from January 19, 2023, to the present. During my testimony, I will detail the exceptional circumstances of this case. Following this, I will explain the events beginning from November 26, 2011, the origin date of this case.

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<sup>7</sup> 18 U.S.C. § 1341; *Schmuck v. United States*, 489 U.S. 705, 721 (1989); *United States v. Brown*, 583 F.3d 994, 1002 (7th Cir. 2009).

On January 19, 2023, proceedings were in order to take place at 9:00 a.m. via a zoom call. As the zoom call began, The Attorney/agent for American Finance LLC was present along with Judge Michael J. Sherlock. Judge Sherlock introduced the first case that was on the Order. The Agent informed Judge Sherlock that the person for that case had settled prior to the January 19<sup>th</sup> court date, so that case was dismissed. Judge Sherlock then introduced my case. For context purposes, this proceeding was intended to be a hearing where I could present my argument as to why the judgment should not be revived. This is explicitly stated in Exhibit 5(SBAF), which reads: 'I want a hearing (At the hearing, you will be asked to show why this judgment against you should not be revived).' Upon closer inspection of (Form 6CF15N), it is evident that the Court Official's name is merely 'Susie.' Similarly, in Exhibit 6(Form 6CF15H), the Court Official's name is simply 'Kristen.' These irregularities are indicative of fraud upon the court, which should warrant the dismissal of this judgment.<sup>5</sup>



During the alleged hearing Judge Michael J. Sherlock was very discourteous and would not allow me to even complete a sentence denying my first amendment right.<sup>8</sup> I initially try to say that I wasn't properly served as I did not reside in Delaware in 2014 and my last contact with American Finance LLC was in 2012. Judge Sherlock quickly interjects "It's your responsibility to give them updated information."

Then I cited the interest rates on the Oppositions paperwork did not match Exhibit 7 (SBAF)] one reflects 24.9% and Exhibit 8 stated 26.9%. The Counsel for American Finance LLC said something about "adjustment and rate changes" then her voice drifts and you cannot understand what she says. I had submitted my evidence to the court's email prior to the 'hearing.' Judge Sherlock appeared to be unprepared or lacked the intention to review my evidence, as it was not present in the courtroom at the relevant time. It wasn't until I mentioned my paystubs that I submitted; that is when he supposedly took a gander in the courts email to see. He acknowledges that they were in the court's email but chose not to explore my evidence further.

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<sup>8</sup> U.S. CONST. amend. I

The Attorney then states “Mr. Horsey did pay some money” then her voice gets lower again and you can’t comprehend what she says. This is yet another strawman fallacy made by the opposition. The judgment amount from October 3, 2014, case was \$4,753.13, as evidenced by Exhibit 7 and Exhibit 8 (SBAF). However, the judgment amount for the 2023 revival was \$4,546.59, as reflected in [Exhibit 9] (Form 15A).

Included in the exhibits I submitted are paystubs demonstrating that the judgment was overpaid, with a total garnished amount of \$9,299.59, as shown in Exhibit 10. I would like to assert a point. Both Exhibits 7 and 8 (SBAF) contained random writings that appear to be docket numbers, as well as the word “Alias” written on them.

Judge Sherlock revealed his true intentions by stating, “Mr. Horsey, this is not a hearing, I’m only here to revive a judgment.” This response lacked impartiality and suggested fraud upon the court. He then declared the judgment revived and disconnected me from the Zoom call at 9:06 a.m.

Due to my unfamiliarity with court proceedings and uncertainty regarding the subsequent steps, I awaited the arrival of the order papers. Given my residence in Ewing,

New Jersey, I anticipated that the order papers would arrive within 2 to 3 days. Yet, nothing came until 8 days after January 19, 2023, hearing.

Judge Michael J. Sherlock did not anticipate that I would retain the envelope. The date on the envelope, January 24, 2023 Exhibit 11, indicates that five days elapsed before any attempt was made to mail the order. Orders must be managed in a timely manner; this demonstrates that the Justice of the Peace 16 failed to act 'In Compliance with the Law. This also constitutes fraud upon the court. Consequently, I did not receive the order for the revival of judgment until January 27, 2023. This left me with only seven of the 15 days remaining to file this appeal. Once again, this clearly illustrates that Judge Michael J. Sherlock intentionally delayed the mailing to disrupt the timing, thereby enabling American Finance to obtain an illegal judgment without recourse. Notably, Judge Sherlock stated, 'I am only here to revive a judgment,' This is evident from the Zoom call recording.

Upon receipt of the Order papers, I contacted several Delaware consumer protection attorneys; however, none responded promptly. Consequently, I undertook the matter myself and drafted a Motion to Vacate Default Judgment, despite my lack of experience in

such matters. This motion was subsequently mailed and faxed to the Superior Court in Kent County Prothonotary's office, President Judge Jan Jurden, and American Finance LLC, addressed to Franklin Raymond Moore. Exhibit 12 on February 8, 2023. Later, I would find out Franklin Raymond Moore would Incorporate other American Finance LLCs on February 9, 2023; in

Minnesota: 2345 Rice Street, Suite 230 Roseville, MN 55113

Texas: 211 E. 7<sup>th</sup> street, suite 620 Austin, TX 78701.

On Exhibit 13, you can look at the bottom of the Apostille and see the date February 9, 2023.

When I had not received any communication from the courts; I called President Judge Jan Jurden chambers, and the receptionist I would presume answered the phone. She informed me that Judge Jurden wasn't present, then asked if I would like to leave a call back number or leave a voicemail. I informed her and said, "if it was possible, I would like to do both." So, I left my phone number and then she supposedly transferred me to voicemail. There was a brief silence and then the receptionist said, "I don't know what

happened” but informed me that Motions have a 45 Day response period so I should hear something soon.

On March 9, 2023, as evidenced by [Exhibit 14], Jeffrey W. Bullock, the Secretary of State, sent documentation to my place of employment to enforce collection on this fraudulent judgment. Subsequently, American Finance LLC initiated garnishment proceedings against me during the week of March 22, 2023, in the amount of \$120 per week.

While I was waiting, I undertook to educate myself on the procedural requirements and discovered the necessity of submitting a Petition for Certiorari to have my case accepted by the Superior Court. Consequently, I reviewed the relevant forms on the Delaware Courts website, drafted the petition, and submitted it to the Superior Court on April 5, 2023, via mail as well as fax. On, April 6, 2023, at 8:17a.m. I received a phone call from the Superior Court, on the other side of the phone a Gentleman voice (Who I presume would be Noel Eason Primo) said.

“Hey, Mr. Horsey, they just walked your case down here to me and I wanted to see what you were trying to do”. Also saying that “Justice of the Peace Motions cost \$15 and

that I could fax it in.” (All Phone calls are supposedly recorded so there should be a recording of this conversation and the previous conversation with the receptionist. But just in case there is not, I have recordings of all my phone conversations with the courts and will submit if deemed necessary).

I informed him that the JP 16 court was biased, and I was petitioning to a higher court. (I couldn't even pronounce Petition of Certiorari at that moment, but I tried my best to craft one with the limited knowledge I had.) I then added because I felt it would be pointless to try to rectify a legal matter in the same court because Judge Sherlock was already biased and felt it would be better for a higher court to look at it. There was an awkward silence before concluding the conversation.

Now, remember the gentleman called April 6, 2023, which was a Thursday. April 7, 2023, was Good Friday and a lot of Federal buildings are closed. Apparently, Franklin Raymond Moore had to wait until Monday, April 10, 2023, to establish new LLCs. This time, he filed a D/B/A (Doing Business As) under the name AF Approval LLC [Exhibits 15]. The company is registered in multiple states with the following addresses:

Nevada: 112 North Curry Street, Carson City, NV 89703

Missouri: 221 Bolivar Street, Jefferson City, MO 65101

Pennsylvania: 2595 Interstate Drive, Suite 103, Harrisburg, PA 17105

The registered agent for these entities is Corporation Service Company.

During my investigation, I accessed the Delaware Corporation website and searched for 'American Finance LLC' to obtain further information. The search yielded 41 different variations of 'American Finance,' as documented in [Exhibit 16]. The registered agents listed include: 'Inactive Agent Account' with the address Secretary of State Townsend Building, Suite 4, Dover, DE 19901; 'Prentice Hall' with the address 251 Little Falls Drive, Wilmington, DE 19808-1674; and 'The Corporation Trust Company' with the address Corporation Trust Center, 1209 Orange Street."

Therefore, the involvement of Jeffrey W. Bullock, the Secretary of State for the State of Delaware, in stamping my paperwork and sending notice could present a conflict of interest, given that other American Finance entities list the Secretary of State Townsend Building, Suite 4, as the address for their registered agent. Further examination reveals connections with the Secretary of State for the State of Connecticut, who serves as the registered agent for American Finance LLC, with the principal address

in Harrington, DE as indicated in the apostille [Exhibit 13]. Additionally, American Finance LLC utilizes Corporation Service Company as the registered agent for new LLCs.<sup>9</sup> Notably, one such address of significance is 221 Bolivar Street, Jefferson City, MO 65101. A search on the Missouri Corporations website for Corporation Service Company reveals that the registered agent for this LLC is Prentice Hall exhibit 17.

On April 24, 2023, I received a notice that my Petition for Writ of Certiorari was rejected due to missing items, so I began addressing these deficiencies. On May 9, 2023, I received a rejection letter from the Superior Court in New Castle County (Exhibit 18), coinciding with the resubmission of my corrected paperwork. On May 15, 2023, I was informed (Exhibit 19) that the Sheriff's Office does not accept personal checks and requested \$30 via money order or cashier's check. On May 16, 2023, I was notified (Exhibit 20) that I was missing a Writ of Appeal, which I then sent along with the money order on

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<sup>9</sup> *Delaware Corp. Code* § 132 (addressing registered agents and their requirements)



May 25, 2023. On May 30, 2023, I received another letter (Exhibit 21) stating that my submission was in the incorrect format.

Upon reviewing the docket reports of American Finance LLC cases, I noted that in my Petition for Writ of Certiorari for the Superior Court, I referenced the case of American Finance LLC v. Darryl L. Simpson to illustrate that American Finance LLC was subjecting not only myself but also many other Delaware citizens to cruel and unusual punishment.<sup>10</sup> On June 4, 2023, I revisited the docket, only to find it had been altered. However, given the extensive number of cases involving American Finance LLC, it was relatively straightforward to identify other instances of similar conduct.

[Exhibit 22] includes the Docket Report for American Finance LLC v. Donald Savage, a case litigated on June 4, 2004 (no typographical error), from which they continue to collect. The original judgment amount was \$4,585.35, yet by 2012, they were demanding \$13,298.10. It is conceivable that their demands in 2022 have escalated

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<sup>10</sup> *Estelle v. Gamble*, 429 U.S. 97, 102 (1976) (addressing cruel and unusual punishment)

further. In another case, *American Finance LLC v. Thomas Kemp*, docket number J0503034316. This case was litigated on March 4, 2004, with a demand amount of \$4,777.82. The case was closed on August 16, 2014, and subsequently reopened on November 1, 2019. At this time, the demand amount on October 4, 2019, had escalated to an exorbitant total of \$20,417.37. The final case I will reference is *American Finance LLC v. Kaleemah Barkley*, docket number J0511006016 the litigation commenced on November 2, 2005, with an awarded amount of \$10,252.55. The case was closed on August 16, 2014, but subsequently reopened on March 25, 2019. At this time, the demand has increased to \$43,293.91. The *Delaware Trial Handbook* stipulates Delaware disfavors compounding interest, and if such interest is applied, the judge must explicitly state this on the record, which does not appear to have occurred in either these cases or mine.<sup>11</sup> This situation also constitutes peonage, slavery just under another name.<sup>12</sup>

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<sup>11</sup> *Delaware Trial Handbook* § 6.10 (stating Delaware's disfavor of compounding interest and the requirement for judges to state explicitly on the record if such interest is applied).

<sup>12</sup> 18 U.S.C. § 1581 (Peonage, obstructing enforcement); *Bailey v. Alabama*, 219 U.S. 219, 244-45 (1911) (defining peonage and its prohibition under the law).

On June 6, 2023, I submitted the Writ and left a voicemail with the Prothonotary's office to confirm receipt of all documents. About 30 minutes later, at 1:09 PM, I received a call informing me that my money order for the Sheriff had been misplaced. I promptly obtained and sent another money order, but the first one was never returned. [Exhibit 23] includes an apostille sent to Vermont for American Finance LLC, dated the day after my communication with the court.

On June 12, 2023, I received a letter from the State of Delaware Court Collections Enforcement returning my money order due to 'Wrong Payee' (Exhibit 24). The money order was made out to the Sheriff's Office as per the May 15 notice. After receiving it back, I contacted Kathy Skinner and then sent the money order to 555 S. Bay Rd., Dover, DE 19901, along with a letter detailing the parties involved and the case number.

On August 11, 2023, I received a letter from the court [Exhibit 25], dated August 7, 2023 (note this date), which outlined the briefing schedule. The initial deadlines specified in this letter were: Opening Brief due August 28, 2023; Reply Brief due September 18, 2023; and Final Brief due October 2, 2023. Upon receipt of this letter, I diligently prepared my brief and submitted it to the court on August 17, 2023.

Subsequently, I received another letter [Exhibit 26] with revised deadlines: Opening Brief due September 5, 2023; Reply Brief due September 25, 2023; and Final Brief due October 9, 2023. This unexpected change was not accompanied by any explanation, and based on my understanding of the initial letter, such changes would require profoundly serious circumstances. The letter stated: **“Superior Court Civil Rule 107(c) extensions of time for filing briefs will not be authorized, whether or not consent of other parties is obtained, unless the court enters an order upon showing of good cause for such enlargement”**. There was no order made by the court therefore, the first brief schedule should have been upheld not the second one<sup>13</sup>

I requested that you remember the date August 7, 2023, for a specific reason. Upon reviewing the docket reports, I noted that an update to the Justice of the Peace 16 case was posted: Notice of Appeal docketed on August 7, 2023. Additionally, on that same day, Jeffrey W. Bullock sent an Apostille [Exhibit 27] to Florida. However, he encountered an

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<sup>13</sup> Superior Court Civil Rule 107(c) (extensions of time for filing briefs will not be authorized unless the court enters an order upon showing of good cause for such enlargement).

issue as he could not use the name ‘American Finance LLC.’ It was discovered that Franklin Raymond Moore from American Finance LLC and Meredith Walters from Cornerstone Support LLC had attempted to establish this LLC in March, but a company with that name already existed. It is noteworthy that every interaction I have with the court coincides with the filing of a new LLC either on the same day or the following day.

I had already filed my brief as shown by the docket report by August 21, 2023. American Finance LLC's brief was due 34 days later after my brief was accepted, by September 25, 2023, as per the second letter on due dates. By that date, I hadn't received their submission. On September 28, 2023, I got an envelope from them (Exhibit 28). The paperwork was dated September 25, 2023, but the envelope was postmarked September 26, showing their Motion to Quash and Motion to Dismiss were filed late.<sup>14</sup>

According to Superior Court Civil Rule 107(f), detailed in the brief letter (Exhibit 25), the court takes specific actions if a party fails to file required briefs. The opposing

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<sup>14</sup> Superior Court Civil Rule 107(f) (outlining the court's actions in the event a party fails to file briefs as required); Federal Rule of Civil Procedure 5(d)(3) (addressing electronic filing and service)

party didn't comply, and thus American Finance LLC's counsel didn't notarize the Certificate of Service. Additionally, I found another falsehood by their counsel, Franklin Raymond Moore. His exhibits included a LexisNexis breakdown (Exhibit 29, his Exhibit C) with a timestamp showing he was still conducting research at 5:08 PM on September 25, 2023. This raises the question: why was an “innocent party” conducting last-minute research when their testimony initiated this situation?

The counsel for American Finance LLC could not have submitted the Brief (rather the motions because a brief was not written by them at this time) on time due to the closure of both the courthouse and the post office, and the fact that fax copies of orders and motions are not accepted. This information was conveyed to me from a notice made on September 6, 2023, from the Superior Court, after I faxed an updated list of the Certificate of Interested Persons. Despite this, the counsel brazenly referenced timing in their motion. This further illustrates why Judge Sherlock held the order for five days before mailing it out, as they planned to use timing as their argument if I chose to appeal. Therefore, holding the order papers would not provide me with adequate time to prepare a response. I can demonstrate that the opposing counsel did not complete the brief within the allotted

time, which would have resulted in my appeal being granted by default before the motions could take effect.<sup>15</sup>

In their motions, American Finance LLC's counsel did not address the accusations I raised in my claim. Their arguments were limited to issues of timing, which they failed to meet, and jurisdiction. The jurisdiction argument is frivolous because, once the case was docketed in the appellate court (Superior Court of the State of Delaware in Kent County), Justice of the Peace Court 16 no longer had authority over the case. Furthermore, Frank Moore did not specify the type of jurisdiction being challenged, rendering the jurisdiction argument insufficient.

I, Ross Horsey, have a stronger argument for personal jurisdiction, as I was not properly served, as stated earlier in this petition. American Finance LLC was served a summons by the sheriff, which was docketed on August 1, 2023. Additionally, the docket report shows that Franklin Raymond Moore filed an Entry of Appearance on September

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19, which was docketed on September 20. This is another error on the opposition's part, as per Federal Rule of Civil Procedure 12(a)(1)(A), a defendant must serve an answer within 21 days after being served with the summons and complaint, which the appellee failed to do.<sup>16</sup>

In response to his Motions, I submitted my reply brief in which I inform the court about how American Finance was so intransigent about timing when it pertained me, yet they have been consistently late, which I mailed off October 3, 2023. October 6, a letter [Exhibit 30 was mailed out to me from the Superior court stating I had until October 20th to respond to the motions that the counsel from the American Finance LLC had sent (Motion to Quash and Motion to Dismiss). Once I received the letter, I submitted in response an Opposition to Motion to Quash and Motion to Dismiss and sent it overnight to

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<sup>16</sup> Federal Rule of Civil Procedure 12(a)(1)(A) (requiring a defendant to serve an answer within 21 days after being served with the summons and complaint); Federal Rule of Civil Procedure 4(l) (requiring proof of service); *Great Coastal Express, Inc. v. Int'l Bhd. of Teamsters, Chauffeurs, Warehousemen & Helpers of Am.*, 675 F.2d 1349, 1356 (4th Cir. 1982) (addressing the seriousness of fraud in judicial proceedings); Federal Rule of Civil Procedure 60(b) (allowing relief from a judgment or order for reasons including fraud)



make the deadline because of the delay in receiving the letter. The delay occurred because of the letter being mailed on the weekend and Monday being Columbus Day, so nearly five of my days were expended because of mail being transported via U.S.P.S. Yet, I completed in time with a detail account of how deficient accounting practices, fraud and misrepresentation occurred because of American Finance errors and omissions and how Judge Sherlock committed Fraud upon the Court.<sup>17</sup> I used Federal Civil Procedure Rule 60 to substantiate my assertions. Where it details Mistake and inadvertence; newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b); and Fraud. Those reasons are given within a reasonable time no more than a year limitation to file a claim. Yet, Fraud upon the court has no statute of limitations therefore Fraud upon the court would fall under exceptional

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<sup>17</sup> Federal Rule of Civil Procedure 60(b) (allowing relief from a judgment or order for reasons including fraud, mistake, or newly discovered evidence); *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238, 246 (1944) (discussing fraud upon the court and its impact on the integrity of judicial proceedings); *Universal Oil Prods. Co. v. Root Ref. Co.*, 328 U.S. 575, 580 (1946) (reiterating the principle that fraud upon the court justifies setting aside a judgment).

circumstances. Which is a very vituperative violation and should have been accorded due consideration.<sup>18</sup> My Opposition to the Motion to Quash and Motion to Dismiss was accepted by the court on October 18, 2023, and subsequently forwarded to the Judge's Chamber on October 19, 2023, pursuant to the order of Commissioner Andrea Maybee Freud.

On October 19, 2023, my file was awaiting review in Judge Primo's chambers. On January 2, 2024, my mother told me I had received a jury duty letter from Delaware, where I haven't lived since 2013. Ironically, despite multiple demands for a jury trial in my case, I was summoned for jury duty in another case.

On January 5, 2024, at 11:48 a.m., I contacted the Prothonotary's office to inquire about the status of my case. The representative informed me that a resolution was imminent and advised me to follow up if no update was received within a few weeks. On

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<sup>18</sup> Federal Rule of Civil Procedure 60(d)(3) (providing for relief from a judgment for fraud upon the court without time limitation); *Great Coastal Express, Inc. v. Int'l Bhd. of Teamsters, Chauffeurs, Warehousemen & Helpers of Am.*, 675 F.2d 1349, 1356 (4th Cir. 1982) (addressing the seriousness of fraud in judicial proceedings)

February 1, 2024, at 12:52 p.m. I contacted the Prothonotary's office again and was informed that an Order had been issued on January 30, 2024. Consequently, the file remained in Judge Primo's chambers for 105 days. This constitutes a violation of due process and the right to a speedy trial, infringing upon my rights under the 14th<sup>19</sup> and 6th Amendments<sup>20</sup>, as evidenced by the correspondence dated October 6, 2023, which stated the following: **When the Motion and Response(s) are received, Judge Primo will review them and determine within five (5) days whether oral argument is needed** [Exhibit 30]. This issue was neglected by Judge Primo, as he did not respond until 105 days later, despite the urgency and the procedural requirements of the case.

There was also a conflict of interest in this case as well; therefore, Judge Primo should have recused himself because He and Jeffery W. Bullock were both appointed in 2017 by Governor John Carney. Because how did I not include an indispensable party when it was an appeal, and I just was reporting all parties that prevented justice from

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<sup>19</sup> U.S. CONST. amend. XIV

<sup>20</sup> U.S. CONST. amend. VI

happening. Not once did he mention my Opposition to Motion to Quash and Motion to dismiss where I elaborated how each party was guilty. I mentioned American Finance LLC and the Fraud they committed and how figures were incongruent. (American Finance LLC would be the initial Indispensable party because the case was against them). I spoke about Fraud upon the court from Judge Sherlock and expressed to watch the zoom call which should have been included when the Justice of the Peace 16 file was sent to the Superior Court in and for Kent County, and how Secretary of State Jeffery W. Bullock is not part of the Judicial branch therefore he was acting in an Ultra Vires manner. A case of precedence United States v. Lovasco, 431 U.S.783 (1977). An indictment (in this case a judgment) may be dismissed as violative of due process for unjustified pre-indictment delay where a defendant can demonstrate the delay has resulted in actual prejudice to his case and his right to a fair trial.<sup>21</sup>

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<sup>21</sup> United States v. Lovasco, 431 U.S.783 (1977). An indictment may be dismissed as violative of due process for unjustified pre-indictment delay

During the preparation for Case No. 64, 2024, In the Matter of Horsey v. American Finance LLC, the Supreme Court for the State of Delaware issued an order [Exhibit 31] to the Superior Court, demanding the transcript for Case No. K23A-05-003NEP. Chief Court Reporter Chanda King responded, stating that no court reporter was present while Judge Noel Eason Primo conducted the final order. This constitutes a violation of the Court Reporters Act, 28 U.S.C. § 753, which mandates that every court session and other proceeding designated by rule or court order be recorded verbatim by a court reporter.<sup>22</sup> Given Ms. King's statement that no court reporter was present and there was no transcript, it raises a valid question regarding who transcribed the order. This clearly demonstrates tampering and indicates that I was denied the fair trial guaranteed to me by the Constitution.<sup>23</sup>

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<sup>22</sup> Court Reporters Act, 28 U.S.C. § 753 (mandating the recording of court sessions by a court reporter)

<sup>23</sup> *Gideon v. Wainwright*, 372 U.S. 335, 344 (1963) (discussing the right to a fair trial under the Sixth Amendment).

The Delaware Supreme Court Justices stated that their agreement was based on the briefs and decisions of the Superior Court, rather than the brief specifically tailored for the Delaware Supreme Court. This decision is peculiar because American Finance LLC did not submit a brief during the Superior Court case, and their motions were untimely.<sup>24</sup> This occurred after American Finance LLC submitted a Motion to Strike the Opening Brief, to which I responded with an Opposition to Motion to Strike. My argument was upheld, compelling the opposition's counsel to submit a brief. The Opposition's brief was riddled with strawman arguments and appeal to authority fallacies, as they failed to address the substantive issues at hand.<sup>25</sup>

Now that we are caught up to the present day, I will be going back to the initial case and why we are presently here today. November 26, 2011, I went to Laurel, DE to look for a used car because I needed transportation for my job. To further elaborate, I could not

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<sup>24</sup> Federal Rule of Civil Procedure 12(f) (allowing the court to strike insufficient defenses or any redundant, immaterial, impertinent, or scandalous matter).

<sup>25</sup> Federal Rule of Civil Procedure 56(c) (setting forth the requirements for opposing summary judgment and the necessity for substantive response).

find a job in Delaware and in June of 2011 a friend told me about an opportunity in Trenton, New Jersey. So, I would have my Parents take me to Delaware Tech in Georgetown, DE which is 8 miles apart to catch the Dart bus which made various stops until reaching Dover, DE; Once in Dover I boarded the 301 bus which made multiple stops until reaching Wilmington, DE. From Wilmington I would walk to the train station that made yet again multiple stops until reaching Philadelphia. In Philadelphia I would walk to the appropriate platform for the second train which repeated the trend of various stops until reaching Trenton, NJ. Some days I would stay with a friend, but on days I could not; I would catch the train back to Wilmington and catch the late-night greyhound. I did this for Five months. That is when I started looking for a car and as stated before I ended up at Marino motors. They were selling these cars just in front of the Popular Delaware Flea Market Bargain Bills in Laurel, DE.

They displayed a sign stating, "We offer financing." At that time, having lived in Delaware all my life, I had never encountered this dealership, and it had the appearance of a "buy here, pay here" establishment (which, as it turns out, was a mistaken assumption). I saw a car I liked, and the gentleman said, "You have to do an application so

we can see what we can put you in.” For the record I would like to interject and say nothing on the application said American Finance LLC [Exhibit 32] this is their application on their website present day, and it still does not mention American Finance LLC. This is a violation of TILA (Truth in Lending Act disclosure policy).<sup>26</sup> I was naïve and didn’t know how business worked so I filled in the application. The Gentleman told me I could get a car around the \$4000 price range because there was A Student loan debt on my credit report affecting my score. There were very few options at this price range, I needed a car desperately at this point so I figured I could get something now and maybe trade it later. So, I ended up driving a silver 2004 Chrysler Sebring LX priced at \$3500. The car drove fine at the moment. Therefore, I said I would go ahead and take it. It seemed better than the many hours trek on public transportation. I paid the \$500 down and signed. The contract I signed was on Dot matrix paper. The gentleman told me the terms of the car was \$75 bi-weekly and where to send my payments 4200 Dupont hwy. Dover, De 19901.

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<sup>26</sup> Truth in Lending Act (TILA), 15 U.S.C. § 1601 et seq. (requiring clear and conspicuous disclosure of credit terms to consumers).



He also said, "If I was you and you can afford it, I would double the payment and you can pay the car off faster and get in that car you really wanted." He gave me the keys and I drove away. I received a call back a little later and the gentleman informed me that they forgot to put the GPS locator on the car and if I could bring it back in. I obliged and waited. I had to go to work that next day, and I got in the car and began to drive. I thought to myself thank God I do not have to catch the train today. But little did I know what lied ahead. Once I reached I-295 the Check engine light came on. All I could think now was Uh-oh. I kept driving, figuring the closer I got to Trenton the better I would be and at that moment the car still drove the same. But then I got around the town of Burlington, New Jersey, and while I'm driving the car shuts completely off on I-295. I was already in the right lane, so I was able to drift to the shoulder.

Now what am I going to do, I thought to myself. I just signed up for this car 24 hours ago. I tried to start it again once I pulled over it sounded like it was going to start up but nothing. I called my friend from Trenton to see if they could pick me up and they said they were on the way. I would try to start it every other minute and finally after around 10 minutes it turns on. Horrified, cannot describe how I felt at this moment but

after the car started back up, it drove like it did before; even though the check engine light stayed on. I called my friend back and told them I got the car started and drove to my friend's house.

At this point, I knew nothing about Lemon Law's or any consumer rights, so I figured I was stuck with this car. I took it to a mechanic and had the issue inspected. I described the issue. He said, "If the car just shuts off and you are able to start it back up after some time passes, then that sounds like a sensor, or something is overheating." I had all the sensors replaced and nothing changed. But as long as I didn't drive for long distances or for extended periods of time the car would drive fine.

I followed the gentleman's advice and paid \$150 bi-weekly (\$300 monthly) despite ongoing car issues. Although I paid double my contracted amount and on time, American Finance LLC continued to harass me with calls. Once, after mailing a payment, their representative called questioning about it. I informed him it was sent and had the receipt. He warned if they didn't receive it that day, the payment would be considered late, and they might repossess the car. Later, he called back, saying they received the money order but it was torn, and I needed a replacement. The issue was resolved, but the calls

persisted every due date. In Mid-August, I was having severe car issues. I would assume the cold temperatures prevent whatever the issue was with the car, from overheating so quickly. But August the car was literally undriveable even on short drives, so I called American Finance LLC and requested a voluntary repo. I informed the representative that I have been complaining about this car with every phone call I get about payments. He instantly gets an attitude. "Where's the car" he demands. I gave him the address to my job which was a Trenton address. He then says "That's Fraud why is the car there. You are going to have some serious legal problems with us."

I informed him that I didn't commit any type of fraud because the address of my job was on the paystubs that I submitted to get the car.

According to the Uniform Commercial Code (UCC), transactions involving movable goods are governed by UCC laws rather than common law. Since the car served as

collateral for the loan, the agreement with American Finance LLC falls under UCC jurisdiction, not common law, as they are implying.<sup>27</sup>

When I requested the voluntary repossession, I was current on my payments and had already paid for the entire month of August. Herein lies the conundrum: my request for voluntary repossession constitutes an implied contract. This request was effectively nullified when American Finance LLC countered with legal issues. Their counteroffer is invalid as it provided no value to me in exchange.<sup>28</sup>

Had they accepted my offer, they would have received notice, the car, and all the money that had been paid. In contrast, their counteroffer allowed American Finance LLC to still receive the notice, car, and monies paid, while I would only incur legal problems. Consequently, American Finance LLC had no right to repossess the car while payments were current. By repossessing the car without a mutual agreement, they breached the

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<sup>27</sup> Uniform Commercial Code (UCC) § 9-102 (defining collateral and the scope of UCC jurisdiction over secured transactions).

<sup>28</sup> Uniform Commercial Code (UCC) § 2-206 (addressing offer and acceptance in the formation of a contract)

contract. Therefore, they had no right to sue me under these circumstances, as per UCC § 2-602, which outlines the manner and effect of rightful rejection.<sup>29</sup>

In late August 2012, American Finance LLC repossessed the vehicle. Subsequently, I did not engage in any phone conversations or receive any correspondence from American Finance LLC. I moved on with my life and relocated to Ewing, New Jersey, full-time in 2013. During this period, I still had not received any communication from American Finance LLC.

On May 12, 2014, American Finance LLC sued for \$4,753.13 plus interest, but failed to send monthly statements as required by the Truth in Lending Act (TILA). The car's principal was far-less than this demand amount. I was unaware of the lawsuit and was not properly summoned. Despite this, on October 3, 2014, Judge Michael J. Sherlock, who later revived the judgment on January 19, 2023, signed the order for the judgment.<sup>30</sup>

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<sup>29</sup> Uniform Commercial Code (UCC) § 2-602 (outlining the manner and effect of rightful rejection)

<sup>30</sup> Federal Rule of Civil Procedure 4(l) (requiring proof of service)

In 2015, American Finance LLC commenced garnishing my wages while I was employed in a temporary position at Education Testing Services (ETS). The Adecco pay statement reflects a garnishment of \$761.23. Subsequently, I secured employment with Alma Trenton LLC, and the garnishment ceased for three years.

Exhibit 6: Commencing in 2018, American Finance LLC initiated garnishment proceedings against me, which persisted through 2021. The cumulative amount garnished during this period totaled \$9,299.59. On July 10, 2021, my employment with Alma Trenton LLC concluded due to the sale of the apartment building by the owner. Subsequently, I commenced collecting unemployment benefits for the remainder of 2021.

Permit me to interject a point. In 2018, while undertaking credit repair for myself, I requested my credit report. The credit report Exhibit 33 will substantiate all my assertions. A few issues caught my attention: one issue was that in October 2014 (the car was towed in August 2012), the status was changed to "Repo." Then, in November 2014, it

reflected as a charge-off until October 2016, when it was again shown as a repo. In November 2016, it reverted to reflecting as a charge-off.<sup>31</sup>

Next, May 25, 2016, American Finance LLC conducted a hard credit inquiry on my credit report without my consent. Upon discovering this, I contacted Attorney General Kathy Jennings via email to explain my issue, but I received no response Exhibit 34. Subsequently, when I called American Finance LLC to request a copy of the contract (which I intended to take to legal aid), the collateral manager stated, “We don’t have to provide the contract, you can only go by the judgment.” And when I questioned about the hard credit inquiry the representative for American Finance LLC says, “You owe us, we can do that.”<sup>32</sup> Another instance of American Finance LLC misappropriating my Social Security number is evident in the court documents Exhibit 7 and Exhibit 8, where the last four digits of my Social Security number (0250) are listed beneath my name with “SS#”.

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<sup>31</sup> Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et seq. (regulating the collection, dissemination, and use of consumer information, including consumer credit information).

<sup>32</sup> Truth in Lending Act (TILA), 15 U.S.C. § 1601 et seq. (requiring clear and conspicuous disclosure of credit terms to consumers)

This behavior by American Finance LLC indicates their severe lack of regard for the importance and confidentiality of my Social Security number, demonstrating that American Finance LLC handled it with considerable negligence. Additionally, the display of the court docket number on the certified mail receipt created numerous opportunities for me to become a victim of identity fraud. TransUnion informed me that my Social Security number was found on the dark web, which has heightened my sensitivity regarding this matter.<sup>33</sup>

Final point regarding the credit report: The account information reflected in the credit report should be based on the agreement. It stated the original amount as \$4,753.13, with terms of 32 months and monthly payments of \$325. Herein lies the issue: if you perform the appropriate calculations to determine the interest rate, you will find something startling. First, I will provide the formula: multiply the monthly payment of \$325 by 12 (the number of months in a year) to get \$3,900 (total money paid in a year).

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<sup>33</sup> Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692 (addressing abusive debt collection practices).



Now, divide that amount, \$3,900, by the principal amount, \$4,753.13 ( $3900/4753.13 = 82.0512\%$ ). This constitutes a violation of usury laws.<sup>34</sup>

From March 2023 to December 15, 2023, \$120 was garnished weekly from my wages, totaling \$4,560 (Exhibit 35). This does not include the \$9,299.59 garnished by American Finance LLC from 2015 to 2021 while I worked for Adecco and Alma Trenton LLC (Exhibit 10). On February 6, 2024, Elizabeth Parsons emailed my Payroll department (Exhibit 36), claiming \$828.26 was still owed and that \$0.58 was charged daily on the judgment. This was incorrect, as my superior court reply-brief indicated they omitted a letter stating \$3.50 per day was charged. From February to July 5, 2024, they collected an additional \$863.44 (Exhibit 37), after already collecting \$4,560 in 2023.

To calculate the post-judgment interest for a judgment amount of \$4,753.13 at an interest rate of 26.9% (the judgment amount for the 2014 case, which did not match the January 19, 2023, revival judgment amount of \$4,546.59), the formula is as follows:

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<sup>34</sup> Usury Laws, 12 U.S.C. § 85 (governing interest rates and charges on loans).

Original judgment amount: \$4,753.13

Interest rate: 26.9%

Calculation:  $\$4,753.13 \times 0.269 = \$1,278.59$

Daily interest:  $\$1,278.59 / 365 = \$3.50299$

Therefore calculating \$0.58 per day (as suggested by Elizabeth Parsons) from October 3, 2014, to February 6, 2024 (3,414 days), the total interest would be \$1,980.12 in interest for the complete 9 years 4 months and 4 days. (3,414 days x \$0.58). making the Total  $\$4753.13 + 1908.12 = \$6733.25$ .

Yet again, I have been garnished \$9,299.59 [Exhibit 10] before January 19, 2023, “revival hearing”. Then, I was garnished an additional \$4,560 [Exhibit 35], and another \$863.44 after the email in 2024 [Exhibit 36], totaling \$14,723.03 in garnishments.<sup>35</sup>

In total, I have paid: \$500 as a down payment, \$2,700 during possession of the vehicle, \$1,700 when the car was sold at auction (to which I am entitled to credits

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<sup>35</sup> Truth in Lending Act (TILA), 15 U.S.C. § 1601 et seq. (requiring clear and conspicuous disclosure of credit terms to consumers).

according to the UCC), \$9,299.59 from the first garnishment, \$4,560 from January 19, 2023 revival hearing and \$863.44 after the email. Thus, in total, I have paid \$19,713.03, for a dilapidated car that was supposed to be contracted at \$3,500. This constitutes cruel and unusual punishment and falls under exceptional circumstances.<sup>36</sup> Word limitations have prevented me to revealing further evidence, but based on the events previously outlined, I, Ross Horsey, hereby respectfully petition the United States Supreme Court for relief from what I assert to be debt slavery. I contend that my rights under the U.S. Constitution have been violated by unjust financial obligations, which I argue amount to a contemporary form of servitude. Is debt slavery not Exceptional Circumstances. I, Ross Horsey, am not a chattel and I shall not be treated as such.<sup>37</sup>

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<sup>36</sup> Eighth Amendment of the U.S. Constitution (prohibiting excessive bail, excessive fines, and cruel and unusual punishments).

<sup>37</sup> Thirteenth Amendment of the U.S. Constitution (abolishing slavery and involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted).

## **Reason for Granting the Writ**

I, Petitioner, Ross Horsey respectfully submits this petition for a writ of certiorari, seeking relief from the financial and legal injustices perpetrated by American Finance LLC and the associated judicial procedures. The grounds for granting this writ are as follows:

1. Fraud Upon the Court and Exceptional Circumstances: The petitioner has provided substantial evidence of fraud upon the court, a grave violation within the judicial system that constitutes exceptional circumstances. This fraud, perpetuated by American Finance LLC and acknowledged by Judge Sherlock, has significantly compromised the fairness and integrity of the judicial process, warranting relief under Federal Rule of Civil Procedure 60(d)(3) and established case law (Hazel-Atlas Glass Co. v. Hartford-Empire Co., 322 U.S. 238 (1944); Universal Oil Prods. Co. v. Root Ref. Co., 328 U.S. 575 (1946)).

2. Violation of Truth in Lending Act (TILA): American Finance LLC violated the Truth in Lending Act (15 U.S.C. § 1601 et seq.) by failing to disclose clear and accurate credit terms, performing unauthorized credit inquiries, and misappropriating the

petitioner's Social Security number. These actions have caused substantial and irreparable harm to the petitioner's credit standing and financial wellbeing.

3. Usurious Interest Rates: The calculations presented indicate that the interest rate applied by American Finance LLC far exceeds legal limits, constituting a violation of usury laws (12 U.S.C. § 85). The egregious interest rate demonstrates the predatory nature of the loan agreement.

4. Due Process Violations: The prolonged delay of 105 days in Judge Primo's chambers, exceeding the procedural requirements of a five-day review period, constitutes a violation of due process and the right to a speedy trial under the Sixth and Fourteenth Amendments. Additionally, the absence of a court reporter during the final order session by Judge Primo, as required by the Court Reporters Act (28 U.S.C. § 753), further undermines the legitimacy of the proceedings.

5. Unjust Garnishment and Excessive Fines: The garnished amount collected from the petitioner by American Finance LLC, totaling \$14,723.03 excluding what was previously collected, for a vehicle priced at \$3,500, constitutes excessive fines and cruel

and unusual punishment under the Eighth Amendment. The petitioner has been subjected to debt slavery, an egregious violation of the Thirteenth Amendment.

6. Conflict of Interest and Judicial Bias: The involvement of Judge Sherlock and the questionable handling of the case by Judge Primo, who should have recused himself due to his appointment by the same authority as the Secretary of State Jeffrey W. Bullock, who was implicated in the case, raises significant concerns about impartiality and judicial bias.

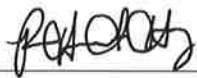
7. Violation of Uniform Commercial Code (UCC): The actions of American Finance LLC in repossessing the vehicle and continuing to pursue legal action despite the petitioner's compliance with payment terms and attempts at voluntary repossession, violate the provisions of the Uniform Commercial Code (UCC § 2-602).

8. Substantial Prejudice and Actual Harm: The petitioner has demonstrated substantial prejudice and actual harm resulting from the unjust financial obligations and the denial of a fair trial, in violation of due process (United States v. Lovasco, 431 U.S. 783 (1977))

## Conclusion

This Petition for a Writ of Certiorari should be granted to uphold the integrity of the judiciary and ensure the fairness required by our legal system.

October 21, 2024.

A handwritten signature in black ink, appearing to read "Ross Horsey", is positioned above a horizontal line.

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Ross Horsey

## **APPENDIX**

### **1. Order of the Delaware Supreme Court**

**Case Number:** 64, 2024 **Date:** September 30, 2024 **Description:** Affirmed the decision by Superior Court

### **2. Final Order of the Superior Court in and For Kent County**

**Case Number:** K23A-05-003 NEP **Date:** January 30, 2023 **Description:** Stating that Petition was 81 days late as well as Jurisdiction

### **3. Order of Revival of Judgment by the Justice of the Peace 16**

**Case Number:** JP16-14-002931 **Date:** January 19, 2023 **Description:** Revival of judgment issued from October 3, 2014

### **4. Notice of Hearing to Revive Judgment**

**Case Number:** JP16-14-002391, **Date:** December 8, 2022, **Description:** Notice of hearing for the revival case via Zoom Call. The Court Official name is merely “Kristen”

### **5. Notice of Application to Revive Judgment/Judgment Debtors answer**



**Case Number:** JP16-14-002931 **Date:** September 15, 2022, **Description:** This notice was filed to seek revival of a dormant judgment, outlining the grounds and legal basis for the revival. The Court Official name is just "Susie"

## **6. Initial Order of the Justice of the Peace 16**

**Case Number:** JP16-14-002931 **Date:** October 3, 2014, **Description:** Order issuing Default Judgment

## **7. Summons**

**Case Number** JP16-14-002391, **Date:** June 2, 2014(?), **Description:** Alleged Summons that was produced by Nolette Theresa January 10, 2023 at 11:40 A.M., There are no Constable notices or serve dated validating this summons.

## **8. Opposition to Motion to Quash and Motion to Dismiss**

**Case Number** K23A-05-003 NEP, **Date:** October 17, 2023, **Description:** Further asserting my position and challenging the motions filed by American Finance LLC

## 9. Reply Brief

**Case Number** K23A-05-003 NEP, **Date:** October 03, 2023, **Description:** My reply brief

asserting my testimony. Detailing the omitting of the \$3.50 a day interest, Fraud by

American Finance LLC, Judge Sherlocks negligence, and Jefferey W. Bullock abusing his

authority.