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JUDGMENT OF THE DISTRICT COURT
OF COLUMBIA
(NOVEMBER 16, 2017)

DISTRICT OF COLUMBIA COURT OF APPEALS

DOROTHY S. FAUNTROY,

Appellant,

v.

BANK OF NEW YORK,

Appellee.

No. 17-CV-651

2014 CAR 3210

Before: GLICKMAN and FISHER, Associate Judges,
and FARRELL, Senior Judge.

On consideration of appellee's motion for summary affirmance, the opposition and reply thereto, appellant's brief, appendix, and supplemental appendix, and the record on appeal, it is

ORDERED that appellee's motion for summary affirmance is granted. *See Oliver T Carr Mgmt., Inc. v. Nat'l Delicatessen, Inc.*, 397 A.2d 914, 915 (D.C. 1979). Appellee was entitled to judgment as a matter of law and the trial court did not err in entering summary judgment. *See Jones v. Thompson*, 953 A.2d 1121, 1124 (D.C. 2008) (setting forth the summary judg-

ment standard and recognizing this court's *de novo* standard of review). The undisputed material facts show that appellant's husband, a defendant below who did not appeal, signed under seal a note secured by a deed of trust, signed under seal the same day by appellant and her husband, which secured the note against the property at issue; the holder of the note and beneficiary of the deed of trust had authority to invoke the power of judicial sale upon a failure to cure default after notice thereof; appellant's husband failed to cure his default after notice thereof; and appellee was holder of the note and beneficiary of the deed of trust upon filing the verified complaint. *See Welsh v. McNeil*, 162 A.3d 135, 144 (D.C. 2017) ("Standing ordinarily must persist throughout the litigation."); *Chase Plaza Condo. Ass'n, Inc. v. JPMorgan Chase Bank, NA.*, 98 A.3d 166, 169 (D.C. 2014) (recognizing the holder of a negotiable instrument indorsed in blank is normally entitled to its enforcement, including through foreclosure); *In re Walker*, 856 A.2d 579, 586 (D.C. 2004) ("To be sure, we may affirm a judgment on any valid ground, even if that ground was not relied upon by the trial judge or raised or considered in the trial court"); *Murray v. Wells Fargo Home Mortg.*, 953 A.2d 308, 318 (D.C. 2000) ("When the instrument is made by an individual, the word 'seal' next to the signature is 'standing alone, sufficient to create a sealed instrument entitled to the twelve-year statute of limitations.' (quoting *Burgess v. Square 3324 Hampshire Gardens Apts., Inc.*, 691 A.2d 1153, 1156-57 (D.C. 1997))). To the extent appellant filed any counterclaims, she supported them with nothing more than conclusory allegations. *See Vines v. Mfrs. & Traders Tr. Co.*, 935 A.2d 1078, 1086 (D.C. 2007) (stating where the mov-

ing party supports summary judgment with evidence under oath, the non-moving party “may not rely on general pleadings or a denial, but rather must respond similarly by [proving] material facts under oath which raise genuine issues of fact for trial” (quoting *Maupin v. Haylock*, 931 A.2d 1039, 1042 (D.C. 2007))). It is

FURTHER ORDERED and ADJUDGED that the judgment on appeal is hereby affirmed.

ENTERED BY DIRECTION OF
THE COURT

/s/ Julio A. Castillo
Clerk of the Court

**ORDER OF THE SUPERIOR COURT
OF THE DISTRICT OF COLUMBIA
GRANTING PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT AND DECREE
FOR SALE OF REAL PROPERTY
(JULY 28, 2017)**

SUPERIOR COURT OF THE DISTRICT OF
COLUMBIA CIVIL DIVISION

BANK OF NEW YORK,

Plaintiff,

v.

DOROTHY S. FAUNTROY, ET AL.,

Defendants.

Case No. 2014 CA 003210 R(RP)

Before: RAMSEY JOHNSON, Judge.

Plaintiff Bank of New York has filed a motion for summary judgment on its claims for judicial foreclosure in this case, under the common law and D.C. Code § 42-816. Defendants Walter Fauntroy and Dorothy Fauntroy have filed an opposition to the motion.

On May 22, 2014, Plaintiff Bank of New York filed a verified complaint in the instant case to foreclose on the Property after defendants defaulted under

the terms of the Subject Loan by failing to remit monthly payments. On August 20, 2014, defendants filed an Opposition to Motion for Default Judgment and Motion to Vacate Default. On August 22, 2014, the parties attended the Initial Scheduling Conference and the Court granted the Defendants' Oral Motion to Vacate Default Judgment at the request of both parties. Defendants were given an opportunity to pursue a loan modification through a special mediation scheduling order at that time.¹ During the long course of this case, the parties attended mediation and reached a settlement agreement.² At the most recent status hearing held on April 28, 2017, the defendants requested more time to resolve this matter. The Court understands that the plaintiff needs this matter resolved. It has now been pending for three years. Further forbearance would be unreasonable.

Therefore, based on the undisputed material facts, the Court finds that the plaintiff is entitled to the entry of a judgment against the defendants in this case. The motion for summary judgment therefore will be granted.

I.

Under Rule 56 of the Superior Court Rules of Civil Procedure, a party is entitled to summary judg-

¹ An Amended Special Mediation Scheduling Order was issued at the subsequent October 17, 2014 status hearing.

² At the status hearing held on December 16, 2016, the parties represented to the Court that they had reached a settlement agreement in May 2016. However, there were issues surrounding the finalization of the agreement.

ment if there is no genuine issue of material fact in dispute and the party is entitled to judgment as a matter of law. *Washington Investment Partners of Delaware, LLC v. The Securities House, K.S.C.C.*, 28 A.3d 566, 573 (D.C. 2011); Super. Ct. Civ. R. 56(c). In reviewing a motion for summary judgment, the trial court must view the pleadings and other documents in the record in the light most favorable to the non-moving party. *Washington Investment Partners*, 28 A.3d at 573 (citing *Grant v. May Department Stores Co.*, 786 A.2d 580, 583 (D.C. 2001)); *Bailey v. District of Columbia*, 668 A.2d 812, 816 (D.C. 1995). The motion may be granted only if a reasonable jury, drawing all reasonable inferences in favor of the non-moving party, could not find for the non-moving party based on the evidence in the record. *Id.*

The moving party has the initial burden of proving that there is no issue of material fact in genuine dispute. If that initial burden is carried, the non-moving party then assumes the burden to establish that there is a genuine issue of material fact in dispute. *Mixon v. Washington Metropolitan Area Transit Authority*, 959 A.2d 55, 57 (D.C. 2008). Conclusory allegations by the non-moving party are insufficient to establish a genuine issue of material fact. *Boulton v. Inst. of Int'l Educ.*, 808 A.2d 499, 502 (D.C. 2002); Super. Ct. Civ. R. 55(e). The nonmoving party must produce “some significant probative evidence tending to support” the claims in order that a “reasonable fact-finder could return a verdict for the non-moving party.” *Lowery v. Glassman*, 908 A.2d 30, 36 (D.C. 2006) (internal quotation and citation omitted).

II.

On review of the record, the Court finds that the material facts of this case are not in dispute. Defendants Walter Fauntroy and Dorothy Fauntroy are the record owners of the property at 4105 17th Street, N.W., Washington, D.C. 20011 (“the Property”). On March 17, 2006, defendants executed a Note evidencing a loan obtained from GreenPoint Mortgage Funding, Inc. The Note was secured by a Deed of Trust that encumbered the property. GreenPoint Mortgage Funding, Inc. recorded the Deed of Trust with the District of Columbia Recorder of Deeds and subsequently endorsed the Note to Plaintiff Bank of New York. Bank of New York is the current holder of the Note and beneficiary of the Deed of Trust.

On or about July 1, 2008, the borrowers defaulted under the terms of the Note and Deed of Trust by failing to make the payments that were due. By letter dated February 15, 2013, a written notice of the default was sent to the defendants. That letter also advised the defendants of the amount that needed to be paid in order to cure the default (then \$834,630.95), and the deadline to make that payment (February 3, 2014). In addition, the letter gave defendants notice that if they did not cure the default, the Note would be accelerated, the entire amount owed would be due, and foreclosure proceedings would be initiated.

The defendants have not disputed that they are in default on the loan and that the default has not been cured. The Deed, loan documents, Deed of Trust, and notices are all included in the record. The record therefore confirms that Bank of New York has standing in this case as the current holder of the Note and

beneficiary of the Deed of Trust, and that based on the undisputed facts, Bank of New York is entitled to the entry of a judgment, pursuant to Rule 56 of the Superior Court Rules of Civil Procedure.

III.

Based on the foregoing and the entire record, it therefore is by the Court this 8th day of May, 2017

ORDERED that the motion for summary judgment be and it hereby is GRANTED, and it is

FURTHER ORDERED that foreclosure of the defendant's lien and sale of the property at 4105 17th Street, N.W., Washington, D.C. 20011, as more specifically described in the Complaint and attached exhibits ("the Property"), shall be conducted on the following terms and conditions:

To the extent that Mark H. Wittstadt and Gerard Wm. Wittstadt have been named as Substitute Trustees as to the Property, the same is ratified and confirmed, or, in the alternative, Mark H. Wittstadt and Gerard Wm. Wittstadt are appointed as Substitute Trustees for purposes of foreclosure. On the posting of a bond in the amount of \$25,000.00 into the Court, any of them, acting alone or in concert, may proceed to foreclose on the Property by public auction in accordance with the Deed of Trust and the following additional terms:

1. In accordance with the contractual provisions in the Deed of Trust and the matter of *BFP v. Resolution Trust Corp.*, 511 U.S. 531, 543 (1994), the Trustees shall mail notice of the time, place, and terms of the auction to all junior lienholders, owners of record,

and occupants, by certified mail, return receipt requested and by first class mail, no more than 30 days and no less than 10 days, before the auction date.

2. In accordance with the contractual provisions in the Deed of Trust and Super. Ct. Civ. R. 308 (b)(1), the Trustees shall advertise the time, place and terms of the auction, in a newspaper of general circulation in the District of Columbia, once a week for four consecutive weeks leading up to the auction.
3. Pursuant to the contractual provisions in the Deed of Trust and Super. Ct. Civ. R. 308 (b)(6), the Trustees may employ an auctioneer for the sale process and incur reasonable costs associated therewith.
4. In compliance with the contractual provisions in the Deed of Trust, the Trustees may appoint an Attorney to appear on behalf of the Trustees to supervise and attend the sale.
5. In accordance with the contractual provisions in the Deed of Trust, the Trustees may require a purchaser to post a non-refundable deposit of up to 10% of the price bid in certified funds, may condition the right to bid or acceptance of bids upon a showing of said deposits, and may reserve the right to reject any bid made by anyone who does not have the deposit in hand at the auction.

6. Pursuant to D.C. Code § 42-817, the Philadelphia Newspaper cases, and *RadLAX Gateway Hotel, LLC v. Amalgamated Bank*, 132 S. Ct. 2065 (2012), the deposit required to bid at the auction is waived for the Noteholder and any of the Noteholder's successors or assigns.
7. Pursuant to D.C. Code § 42-817, the Philadelphia Newspaper cases, and *RadLAX Gateway Hotel, LLC v. Amalgamated Bank*, 132 S. Ct. 2065 (2012), the Noteholder may bid up to the amount owed on the Note plus all costs and expenses of sale on credit and may submit a written bid to the Trustees which shall be announced at sale.
8. Based on the customs and practices in the District of Columbia, the Trustees shall hold any deposit in a non-interest bearing trust account.
9. In accordance with the contractual provisions in the Deed of Trust and *Perry v. Virginia Mortgage and Investment Co., Inc.*, 412 A.2d 1194, 1197 (D.C.1980), the Trustees may establish additional terms of sale as may be appropriate in their judgment to promote the best price at the auction so long as any additional terms remain consistent with and do not alter the specific terms and conditions of the Deed of Trust and this Order and Decree of Sale.
10. In accordance with the contractual provisions in the Deed of Trust, Super. Ct. Civ. R. 308 (b)(2), and D.C. Code § 42-816, the Trustees

may enter into a contract of sale with the highest qualified bidder subject to ratification by the Court, and any memorandum of sale must indicate that the sale is subject to said ratification.

11. In accordance with Super. Ct. Civ. R. 308 (b) (2), if a Third Party is successful at auction, the bond shall be increased to the full amount of the purchase price, which shall be posted prior to ratification by this Court.
12. Pursuant to Super. Ct. Civ. R. 308 (b)(4), the Trustees shall file a Verified Report of Sale with the Court within thirty (30) days of the auction. The Verified Report of Sale shall specify the time, place, terms of the sale, the purchaser, the purchase amount, and the deposit held, together with an affidavit and documentation establishing that the Trustees complied with the notice and advertisement requirements set forth above.
13. In accordance with the contractual provisions in the Deed of Trust, and unless otherwise ordered at the time of ratification, settlement shall occur by payment of all sums due under the bid in certified funds to the trustees within sixty (60) days from the entry of an Order ratifying the Sale. If the purchaser fails or refuses to settle within the allotted time frame, the deposit will be forfeited and the Trustees may apply the deposit toward costs, fees or their compensation associated with the initial auction and the resale process. Any remaining amount shall be credited to the underlying debt.

14. Pursuant to the contractual provisions in the Deed of Trust, after the purchaser's funds submitted to the Trustees have cleared, the Trustees shall execute and deliver a Trustees' Deed, transferring title to the purchaser. The costs of recording the Deed shall be the responsibility of the purchaser.
15. In compliance with the contractual provisions in the Deed of Trust and Super. Ct. Civ. R. 308 (d), within sixty (60) days of settlement, the Trustees shall file evidence of the settlement including a copy of the Trustee's Deed, a proposed accounting and distribution of funds, and a proposed order ratifying the distribution. A copy of those documents shall be sent to the borrower and all junior lien holders, together with a notice that any claim or dispute with the proposed accounting and distribution must be filed within fourteen (14) days, and that if no claim or objection is filed, the accounting and distribution may be ratified by the Court without further hearing.
16. In accordance with the Deed of Trust, any unclaimed funds due to the junior lienholders, owners, or any other party, may be identified for payment into the Court registry, and upon payment thereof, the Trustees may request a determination that their duties have been discharged and the case be closed with the bond released.
17. In compliance with the Deed of Trust, the Trustees shall be entitled to recover their costs incurred, including reasonable attor-

ney's fees and commissions as authorized by the Deed of Trust for the execution of duties performed in accordance with the foreclosure and this Decree as part of the settlement.

It is FURTHER ORDERED that a hearing remains set for July 28, 2017 at 2:00 p.m. in Courtroom 317. The Court anticipates that by that time, a report of sale and motion to ratify the terms of the sale will have been filed. That hearing may be continued, at the parties' request, should a motion to ratify the terms of the sale not be ripe as of that date.

A separate judgment is being entered herewith.

/s/ Ramsey Johnson
Judge

**ORDER OF THE
DISTRICT OF COLUMBIA COURT OF APPEALS
DENYING PETITION FOR REHEARING EN BANC
(JANUARY 10, 2018)**

DISTRICT OF COLUMBIA COURT OF APPEALS

DOROTHY S. FAUNTROY,

Appellant,

v.

BANK OF NEW YORK,

Appellee.

No. 17-CV-651

CAR3210-14

Before: BLACKBURNE-RIGSBY, Chief Judge;
GLICKMAN, THOMPSON, BECKWITH,
EASTERLY, and MCLEESE, Associate Judges.

On consideration of appellant's petition for rehearing *en banc*; and it appearing that no judge of this court has called for a vote on the petition for rehearing *en banc*, it is

ORDERED that appellant's petition for rehearing *en banc* is denied.

**APPELLANT'S EXHIBITS
(SEPTEMBER 4, 2017)**

IN THE DISTRICT OF COLUMBIA COURT OF
APPEALS

DOROTHY S. FAUNTROY,

Appellant,

v.

BANK OF NEW YORK,

Appellee.

No. 17-CV-651

Appeals from the Superior Court of the District
of Columbia Civil Division

/s/ Johnny Barnes
D.C. Bar Number 212985
Counsel for Defendant/Appellant
1100—First Street,
S.E-Suite 610
Washington, D.C. 20003
AttorneyJB7@gmail.com
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Dated: September 4, 2017

**DECLARATION OF DOROTHY S. FAUNTROY
(JULY 18, 2015)**

SUPERIOR COURT OF THE DISTRICT OF
COLUMBIA CIVIL DIVISION

BANK OF NEW YORK,

Plaintiff,

v.

DOROTHY S. FAUNTROY, ET AL.,

Defendants.

Civil Action No. 2014 CA 003210 R(RP)

Before: JUDITH BARTNOFF, Judge

I, Dorothy S. Fauntroy, based upon personal knowledge, information and belief, under penalty of perjury, and based upon information supplied by potential witnesses to this Case make the following Declaration:

1. I am one of the Defendants in the instant case.
2. I am a resident of the District of Columbia.
3. I am 81 years old.
4. My Husband, Defendant Walter Edward Fauntroy, is out of the Country and has continually been out of the Country for a pro-

tracted period of time far in advance of the filing of this case on May 22 2014.

5. In fact, contrary to the representation in the Complaint of Plaintiff at Paragraph 10, Plaintiff never serve upon me a Demand Letter on or about 15 February 2013, *Plaintiff's Exhibit E*, nor did Plaintiff serve such a Letter upon my Husband, because at that time, he was out of the Country as well and had been for a protracted time.
6. To date, my Husband has not been personally served and could not have been personally served with the Complaint in this case because he is out of the Country and he has not been served and could not have been served with a Demand Letter for the same reason.
7. I did not sign, nor have I ever seen the Adjustable Rate Note, bearing the date of 17 March 2006, with the purported signature of my Husband, *Plaintiff's Exhibit B*.
8. Because of my age, I seldom venture out of the house, relying upon my son, Marvin Fauntroy, to take care of much of the family business.
9. Upon receiving a Letter from Plaintiff's Agent, Select Portfolio Servicing, Inc., far in advance of the filing of this Lawsuit, I called them as instructed, and during the course of that call, I informed them that my Husband was out of the Country and had been for a protracted period of time.

VERIFICATION OF DECLARATION

Pursuant to 28 U.S.C. Section 1746, I declare, under penalty of perjury that the foregoing Declaration, consisting of 22 paragraphs and found on three pages and three pages only, including this Verification Page, is true and correct, based upon my personal knowledge and recollection, and based upon information supplied by potential witnesses to this Case.

EXECUTED this 18th day of July 2015 by:

/s/ Dorothy S. Fauntroy
Dorothy S. Fauntroy

**AFFIDAVIT OF MARVIN FAUNTROY
(AUGUST 19, 2014)**

SUPERIOR COURT OF THE DISTRICT OF
COLUMBIA CIVIL DIVISION

BANK OF NEW YORK,

Plaintiff,

v.

DOROTHY S. FAUNTROY, ET AL.,

Defendants.

Civil Action No. 2014 CA 003210R (RP)

Before: JUDITH BARTNOFF, Judge

DISTRICT OF COLUMBIA, ss:

I, Marvin Fauntroy, being first duly sworn on oath, do hereby depose and say:

1. I am the son of the Defendants in the instant case.
2. I am a resident of the District of Columbia, over the age of 18.
3. Both my parents are more than 80 years old.
4. My Father, Defendant Walter Edward Fauntroy, is out of the Country and has continually been out of the Country for a protracted

period of time far in advance of the filing of this case on May 22 2014.

5. To date, my Father has not been personally served and could not have been personally served with the Complaint in this case.
6. My Mother is up in age and seldom ventures out of the house, relying upon me to take care of much of the family business.
7. Until receiving the Motion for Default Judgment recently, My Mother was under the mistaken impression that no appearance in court was required until August 22 2014, the date of the Initial Scheduling Conference.
8. Because of their age and the fact that my Father is and has been for a protracted period of time out of the Country, as their son, I now manage many of the business affairs of my parents.
9. I too was under the mistaken belief that nothing had to be done in this case until August 22 2014, the date of the Initial Scheduling Conference.
10. I too did not learn otherwise until one copy of the Motion for Default Judgment was received by my Mother.
11. The statements contained herein are true to the best of my information, knowledge and belief.

/s/ Marvin Fauntroy
Marvin Fauntroy

App.21a

SUBSCRIBED and SWORN to before me this
19th day of August 2014.

/s/ Mary F. Vincent
Notary Public D.C

My Commission Expires: March 31, 2018

**FAUNTROY SUPPORTERS AS CONFUSED AS
ANYONE BY HIS DISAPPEARANCE-LOOSE LIPS
(JUNE 29, 2015)**



Packages from the Middle East, an arrest in Libya, a humanitarian trip to Dubai, and mysterious green technologies: it sounds like a formula for a paperback thriller. Instead, it's the life of former District congressional delegate WALTER FAUNTROY, whose supporters held a press conference this morning in an attempt to answer why Fauntroy is in Dubai instead of facing a Maryland warrant for his arrest and a foreclosure on his house.

While Fauntroy's supporters promised that the press conference would reveal answers about his whereabouts, just about the only thing even they know for sure is that they're raising money to save Fauntroy's Crestwood house, where his elderly wife still lives. Those closest to Fauntroy would only speak in the broadest terms about why the civil rights movement figure is on an undefined "mission" in Dubai instead of dealing with his bench warrant,

which stems from a dispute over an abortive 2009 inaugural party.

“There is something wrong here, we know that,” said Washington Informer publisher DENISE ROLARK-BARNES.

Even JOHNNY BARNES, Fauntroy’s attorney and the person who appeared to know the most about the on-the-lam delegate, prefaced what he said with a caveat from an old zydeco musician: “My mama said she loves me, but she might be lying, too.”

Barnes claims to have talked to Fauntroy on the phone and received packages from the former mayoral candidate that were sent from Dubai. But even Barnes doesn’t know for sure whether Fauntroy is in the emirate.

“I think he’s in Dubai, but no one can be certain,” Barnes says.

International trips aren’t new for Fauntroy, who found himself briefly detained by Libyan rebels during that country’s civil war after he launched a self-styled peace mission there. But Fauntroy’s supporters were vague on why he’s (maybe) been in Dubai for three years, referring only to an undefined “mission” that somehow involves green technology and helping disadvantaged people. Barnes claims that Fauntroy is supported by a committee—a different one from the group of people who met in Anacostia today for the press conference—but declined to name the group’s members.

“He just believes that what he’s doing over there may help him accomplish his life’s work,” Barnes said.

Fauntroy's supporters had trouble explaining why the public should donate to help Fauntroy's family when he appears to have abandoned them. Even former D.C. Council chairman ARRINGTON DIXON wondered how Fauntroy's congressional pension was being spent.

"Let's follow the money, because where is that going?" Dixon said.

Fauntroy's supporters hinted that his age (82) played into his disappearance, but wouldn't say so for sure. In a lengthy statement titled "They Kill Trees: When and Perhaps Why Congressman Fauntroy Fell," his supporters—including Wilson Building lobbyist DAVID WILMOT, talk show host JOE MADISON, and both District shadow senators—compared him to civil rights icon Paul Robeson, who suffered his own decline abroad.

"The lesson is that the aging process is mysterious, even to science, and what we do not know is far greater than what we know," the statement reads.

In an attempt to persuade Fauntroy to come back to the country, some supporters plan to fly to Dubai. Barnes said certain conditions have to be met before he'll return, but wouldn't say what they were, citing attorney-client privilege.

"Walter, if you hear about us and you know about this, we want you to come home," Dixon said.

Photo by Will Sommer

**ORDER SETTING A HEARING AND DIRECTING
PUBLICATION OF NOTICE OF HEARING ON
PETITION REGARDING A DISAPPEARED,
MISSING, OR DETAINED PERSON
(JANUARY 20, 2016)**

SUPERIOR COURT OF THE DISTRICT OF
COLUMBIA PROBATE DIVISION

In Re:
WALTER E. FAUNTROY

An Adult,

Before: Russell F. CANAN, Judge.

Upon consideration of the Petition Regarding a Missing, Disappeared, or Detained Person Filed by Dorothy Simms Fauntroy on November 2, 2015. It is hereby this 30th day of November, 2015.

ORDERED that the hearing will be held on the 20th day of January, 2016. To Consider the petition, provided that the attached Notice of Hearing on Petition for Appointment of a Conservator or Entry of a Protective Order has been published with a first date of publication that is at least 40 days before the hearing and the proof of publication has been filed before the date set for the hearing.

/s/ Russell F. Canan
Judge

**DECLARATION OF MICHAEL K. FAUNTROY
(DECEMBER 3, 2015)**

SUPERIOR COURT OF THE DISTRICT OF
COLUMBIA CIVIL DIVISION

BANK OF NEW YORK,

Plaintiff,

v.

DOROTHY S. FAUNTROY, ET AL.,

Defendants.

Civil Action No. 2014 CA 003210 R(RP)

Before: JUDITH BARTNOFF, Judge

I, Michael Kenneth Fauntroy, under penalty of perjury, make the following Declaration:

1. I am a nephew of the Defendants in the instant case.
2. I am a 49 year old resident of the District of Columbia.
3. I am a tenured associate professor of political science at Howard University in Washington, DC.
4. My Aunt and Uncle are more than 80 years old.

5. My Uncle, Defendant Walter Edward Fauntroy, is out of the Country and has continually been out of the Country for a protracted period of time far in advance of the filing of this case on May 22 2014.
6. To be best of my recollection, I have not seen, heard, or otherwise communicated with my Uncle in about four years. This is unusual given that we had significant, regular, and recurring in-person, telephonic, and electronic mail contact in the previous three years. We share membership in a fraternal organization and worked together on related projects.
7. I am deeply concerned about my Uncle's physical, mental, and emotional health and welfare, especially given his advanced age and being alone in a country halfway around the world without adequate financial and other resources.
8. It is my belief that his extended absence reflects the decision making of a person in unsound health—physical or mental or emotional. I believe this particularly given the negative impact his absence has had on his elderly wife, son and daughter, grandchild he has yet to meet, siblings all of whom are elderly in an declining health, and other family members all of whom have expressed concern over his current status and well-being. My Uncle has lived a life of service to others and would otherwise be attentive to his family's needs.

9. I am deeply saddened by his absence and worry that he may die alone in a foreign land.
10. The statements contained herein are true to the best of my information, knowledge, and belief.

VERIFICATION OF DECLARATION

Pursuant to 28 U.S.C. Section 1746, I declare, under penalty of perjury that the foregoing Declaration, consisting of 10 paragraphs and found on two pages and two pages only, including this Verification Page, is true and correct, based upon my personal knowledge and recollection, and based upon information supplied by potential witnesses to this Case.

EXECUTED THIS 3rd day of December 2015:

/s/ Michael K. Fauntroy
Michael K. Fauntroy

**AFFIDAVIT OF EDNA FAYE WILLIAMS
(DECEMBER 4, 2015)**

SUPERIOR COURT OF THE DISTRICT OF
COLUMBIA CIVIL DIVISION

BANK OF NEW YORK,

Plaintiff,

v.

DOROTHY S. FAUNTROY, ET AL.,

Defendants.

Civil Action No. 2014 CA 003210 R(RP)

Before: JUDITH BARTNOFF, Judge

DISTRICT OF COLUMBIA, ss:

I, Edna Faye Williams, being first duly sworn on oath, do hereby depose and say:

1. I am a close personal friend of many years of the Defendants in the instant case.
2. I am a resident of the District of Columbia, over the age of 18.
3. I worked in the United States Congress when Defendant Walter Edward Fauntroy was a Member of Congress.
4. I am aware of the fact that Walter Edward Fauntroy is and has been out of the Country

continually for several years including the time far in advance of the filing of this case on May 22 2014.

5. To my knowledge Walter Edward Fauntroy has not been personally served and could not have been personally served with the Complaint in this case.
6. I am aware that Defendant Dorothy S. Fauntroy has to rely upon friends and family to handle simple chores and business for her; I am among those who try to assist her.
7. Both Defendants are of advanced age and Defendant Walter Edward Fauntroy is and has been for a protracted period of time out of the Country, and Defendants are unable to manage many of their business affairs.
8. I, and those who know him, have been concerned by the unexplained absence of Mr. Fauntroy from his Family, that he loves, and his vital business.
9. I pray that you will take into consideration the above mentioned facts in handling this matter.
10. The statements contained herein are true to the best of my information, knowledge and belief.

/s/ Edna Faye Williams
Edna Faye Williams

SUBSCRIBED and SWORN to before me this
4th day of December 2015.

App.31a

/s/ Michael Brower Jr
Notary Public, D.C.

My Commission Expires: January 31, 2019

**DECLARATION OF CAROL A. PAGE
RE: WALTER E. FAUNTROY
(XXXX X, XXXX)**

I Carol A. Page, am a former employee of Walter E. Fauntroy. I began working with him in 1983 when he was the US Representative for Washington, DC, and later worked for him in his capacity as President of the National Black Leadership Roundtable, the umbrella organization of the presidents and CEOs of the nation's black civil rights, labor rights, religious, social fraternal and Greek letter organizations.

I knew Walter Fauntroy to be a man of principle, integrity, and strong convictions about the inherent civil and human rights of all people irrespective of race, religion, gender or age. His activism with the Free South Africa Movement made him an international civil rights icon. I knew him to be a man who loved his family and adored his wife. He and Mrs. Fauntroy opened up their hearts and home to an adopted baby daughter whose background of a drug addicted mother put her at the bottom of any list of desirable adoptees. He and his wife adopted at a time in their lives when their contemporaries were eagerly looking forward to enjoying an "empty nest." That was the kind of man he was. He and Mrs. Fauntroy were a real team. There was no "Walter" without "Dorothy."

I remained in touch with the Congressman over the years after I left his employ and would see him from time to time. He was the same Congressman: brimming with plans for the empowerment of the national "Black Family" and saddled with his 3-ring binders outlining his plans. That was standard Faunt-

roy. All that changed a few years ago. I learned that he was in the Middle East somewhere, working with some evangelicals on a mysterious project that wasn't defined; that he was in Libya when Prime Minister Muammar Gaddafi was toppled and went missing. During the immediate aftermath of Gaddafi's overthrow, there was some question as to whether the Congressman was still alive. The next I heard was that he had not come back to Washington but rather was living in Dubai, doing what was unclear. It was all so bizarre and so out of character for him. A few years ago, a birthday celebration was held for him in DC and it was believed that there was a strong chance he would return to the US for it but he did not show up. His wife, son and brothers were in attendance but gave no explanation for his absence. I sat at the table with one of the brothers who said he didn't know what was going on. He wasn't sure where the Congressman was, hadn't talked to him in ages, and was worried about him. There was no Walter Fauntroy at the 50th Anniversary of the March on Washington and when he did not show up for this year's 50th Anniversary of the Selma to Montgomery March, I knew something was very, very wrong and it frightened me.

Congressman Fauntroy is an octogenarian who is traipsing around the Middle East with no discernible mission or purpose. No one knows where he is living or how he is living, or what he is in fact doing there. His own lawyer isn't sure. The fact that his wife, who is also in her eighties, is left in the lurch and is facing foreclosure without a peep from him is also telling. His seeming indifference to her plight is not the Walter Fauntroy that I know. There

is no way that Walter Fauntroy in his right mind would allow his wife to be placed in her current situation. The Walter Fauntroy that I know would move heaven and earth to ensure that she is protected. I am not a physician or a psychiatrist but it doesn't take Sigmund Freud to see that the Congressman is not working with a full deck. There is something seriously, seriously wrong with him and has been for quite some time. Given his age, There may well be some dementia involved.

I implore the Superior Court of the District of Columbia Civil Division in the case of *Bank of New York v. Dorothy S. Fauntroy, et al.*, to show Mrs. Fauntroy leniency, to not throw her out of what has been her home for over half a century until the mental status of the Congressman can be resolved.

/s/ Carol A. Page
311 Danube Ave. #209
Tampa, FL. 33606
(813) 898-0835

**DECLARATION OF CORLIS CLEMONT-JAMES
(DECEMBER 5, 2015)**

SUPERIOR COURT OF THE DISTRICT OF
COLUMBIA CIVIL DIVISION

BANK OF NEW YORK,

Plaintiff,

v.

DOROTHY S. FAUNTROY, ET AL.,

Defendants.

Civil Action No. 2014 CA 003210R (RP)

Before: JUDITH BARTNOFF, Judge

I, Corliss Clemonts-James under penalty of perjury, make the following Declaration:

1. From 1984 until 1985, I conducted a Congressional Internship with the office of Congressman Walter E. Fauntroy. This Internship satisfied one of my clinical requirements with the Antioch School of Law.
2. In February 1985, upon graduation from Law School, I was hired by Congressman Fauntroy.
3. As an employee with this office I held several positions, Legislative Assistant, Community Outreach Coordinator, Legislative Coun-

sel and finally, Legislative Director. With the exception of a short stint with another Member of Congress, I held these positions from 1985 until 1998 when Congressman Fauntroy retired from the U.S. Congress to pursue the position of Mayor for the District of Columbia.

4. For many years I worked very closely with Congressman Fauntroy as he battled for Statehood for the District of Columbia, and engaged in other battles to ensure equal rights for all.
5. I have always known Congressman Fauntroy to be a responsible husband to his wife Dorothy and a wonderful father to his son Marvin and his adopted daughter Melissa.
6. It breaks my heart to know that Congressman Fauntroy is exhibiting foreign characteristics of someone contrary to the person that I have know [sic] and worked closely with, in the past.

VERIFICATION OF DECLARATION

Pursuant to 28 U.S.C. Section 1746, I declare, under penalty of perjury that the foregoing Declaration, consisting of 6 paragraphs and found on this one page and one page only, including this Verification Page, is true and correct, based upon my personal knowledge and recollection, and based upon information supplied by potential witnesses to this Case.

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EXECUTED this 5th day of December 2015 by:

/s/ Corliss Clemonts-James
Corliss Clemonts-James

**DECLARATION OF
CAROLYN HAYNESWORTH-MURRELL
(DECEMBER 5, 2015)**

SUPERIOR COURT OF THE DISTRICT OF
COLUMBIA CIVIL DIVISION

BANK OF NEW YORK,

Plaintiff,

v.

DOROTHY S. FAUNTROY, ET AL.,

Defendants.

Civil Action No. 2014 CA 003210 R(RP)

Before: JUDITH BARTNOFF, Judge

I, Carolyn Haynesworth-Murrell under penalty of perjury, make the following Declaration:

1. I was employed by Congressman Walter E. Fauntroy from 1985 to 1987. I was hire to serve as Legislative Assistant.
2. I recall that Congressman Fauntroy was always very generous to people, even to strangers.
3. I found him to be very family oriented, and compassionate.

4. Congressman Fauntroy always strived to provide the best that he could for his family.

VERIFICATION OF DECLARATION

Pursuant to 28 U.S.C. Section 1746, I declare, under penalty of perjury that the foregoing Declaration, consisting of 4 paragraphs and found on this one page and one page only, including this Verification Page, is true and correct, based upon my personal knowledge and recollection, and based upon information supplied by potential witnesses to this Case.

EXECUTED this 5th day of December 2015 by:

/s/ Carolyn Haynesworth-Murrell
Carolyn Haynesworth-Murrell

**DECLARATION OF JOYCE HARRIS JOHNSON
(DECEMBER 5, 2015)**

SUPERIOR COURT OF THE DISTRICT OF
COLUMBIA CIVIL DIVISION

BANK OF NEW YORK,

Plaintiff,

v.

DOROTHY S. FAUNTROY, ET AL.,

Defendants.

Civil Action No. 2014 CA 003210 R(RP)

Before: JUDITH BARTNOFF, Judge

I, Joyce Harris Johnson under penalty of perjury, make the following Declaration:

1. I was employed by Congressman Walter E. Fauntroy in 1965 as his Assistant during his tenure as a Member of the City Council for the District of Columbia.
2. From 1971 until his retirement in 1989, I was employed as Congressman Fauntroy's Executive Assistant.
3. I worked very closely with Congressman Fauntroy and always found him to be a very selfless person not only to his family but to the members of his staff as well.

4. There was never an occasion where Congressman Fauntroy neglected his family or disappeared with little or no contact.
5. Congressman Fauntroy's current status and actions are contrary to the person whom we have come to know and love so dearly.
6. I have never known Congressman Fauntroy to be neglectful and irresponsible of his duties as a husband and father; his current actions are mysterious to say the least.

VERIFICATION OF DECLARATION

Pursuant to 28 U.S.C. Section 1746, I declare, under penalty of perjury that the foregoing Declaration, consisting of 6 paragraphs and found on this one page and one page only, including this Verification Page, is true and correct, based upon my personal knowledge and recollection. and based upon information supplied by potential witnesses to this Case.

EXECUTED this 5th day of December 2015 by:

/s/ Joyce Harris Johnson
Joyce Harris Johnson

**DECLARATION OF BRENDA GROSS
(DECEMBER 5, 2015)**

SUPERIOR COURT OF THE DISTRICT OF
COLUMBIA CIVIL DIVISION

BANK OF NEW YORK,

Plaintiff,

v.

DOROTHY S. FAUNTROY, ET AL.,

Defendants.

Civil Action No. 2014 CA 003210 R(RP)

Before: JUDITH BARTNOFF, Judge

I, Brenda Gross under penalty of perjury, make the following Declaration:

1. I first began my employment with Congressman Walter E. Fauntroy in November, 1985 in the capacity of a Computer Systems Manager.
2. I departed in 1991 but continued to provide assistance to Congressman Fauntroy in various capacities which allowed me an opportunity to become very familiar with the type of spouse and father he was to Mrs. Fauntroy and his son Marvin and adopted daughter, Melissa.

3. I found Congressman Fauntroy to be a very organized and goal-oriented person who always bent over backwards to ensure that Mrs. Fauntroy and other family members were well taken care of and comfortable.
4. I know Congressman Fauntroy to be the type of person who would give his last penny to help others, especially to those persons in the greatest need.
5. I have witnessed occasions where Congressman Fauntroy has allowed others whom he did not know so well borrow his car and his tools.
6. I have always known Congressman Fauntroy to be very responsible such that his current actions and status seem foreign and extremely contrary leading me to believe that, no doubt, he must be suffering with some type of a condition which requires a diagnosis.
7. Under ordinary circumstances, Congressman Fauntroy would never neglect Mrs. Fauntroy and his family which he cared for so dearly.

VERIFICATION OF DECLARATION

Pursuant to 28 U.S.C. Section 1746, I declare, under penalty of perjury that the foregoing Declaration, consisting of 7 paragraphs and found on these two pages and two pages only, including this Verification Page, is true and correct, based upon my personal knowledge and recollection, and based upon

information supplied by potential witnesses to this Case.

EXECUTED this 5th day of December 2015 by:

/s/ Brenda Gross
Brenda Gross

**DECLARATION OF DOROTHY S. FAUNTROY
(APRIL 10, 2017)**

SUPERIOR COURT OF THE DISTRICT OF
COLUMBIA CIVIL DIVISION

BANK OF NEW YORK,

Plaintiff,

v.

DOROTHY S. FAUNTROY, ET AL.,

Defendants.

Civil Action No. 2014 CA 003210R (RP)

Before: JUDITH BARTNOFF, Judge

I, Dorothy S. Fauntroy, under penalty of perjury,
make the following Declaration:

1. I am one of the Defendants in the instant case.
2. I am a resident of the District of Columbia.
3. The documents upon which Plaintiff relies to sustain the instant lawsuit, at some places, contain the word “Seal” in brackets next to my signature and next to the signature of my Husband and co-Defendant, Walter E. Fauntroy.

4. At no time did Plaintiff or any of its Agents or direct my attention to the word "Seal" when the documents were signed.
5. At no time did Plaintiff or any of its Agents explain to me the potential impact of the use of the word "Seal" adjacent to my signatures.
6. At no time did Plaintiff or any of its Agents state to me the purpose of the word "Seal" when the documents were signed.
7. At no time did I agree with Plaintiff or any of its agents that the Statute of Limitations on these documents would be extended to 12 years.

VERIFICATION OF DECLARATION

Pursuant to 28 U.S.C. Section 1746, I declare, under penalty of perjury that the foregoing Declaration, consisting of 11 paragraphs and found on two pages and two pages only, including this Verification Page, is true and correct, based upon my personal knowledge and recollection, and based upon information supplied by potential witnesses to this Case.

EXECUTED this 14th day of April 2017 by:

/s/ Dorothy S. Fauntroy
Dorothy S. Fauntroy

Respectfully Submitted,

/s/ Johnny Barnes

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D.C. Bar Number 212985
Counsel for Defendant
1100–First Street, S.E, Suite 610
Washington, D.C. 20003
AttorneyJB7@gmail.com

Dated: April 10, 2017