

25-5662

IN THE
SUPREME COURT OF THE UNITED STATES

ORIGINAL

MARTHA JANE FORD,

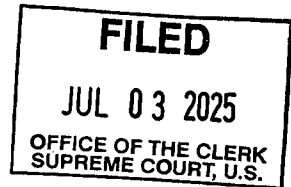
Petitioner,

v.

BANK OF NEW YORK MELLON, Trustee, for CWABS, Inc. Asset-Backed Certificates, Series

2007-2,

Respondent.



**On Petition for a Writ of Certiorari
to the United States Court of Appeals
for the Fifth Circuit**

PETITION FOR A WRIT OF CERTIORARI

Martha Jane Ford, Pro Se

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July 03, 2025

QUESTIONS PRESENTED

1. **Whether the enforcement of a mediation agreement procured through fraud, coercion, and attorney misconduct—despite a prior court order barring foreclosure—violates the Due Process Clause of the Fourteenth Amendment.**
2. **Whether the Fifth Circuit's failure to address multiple motions and to consider substantial evidence of fraud, attorney misconduct, and the petitioner's vulnerability—including her documented responsibilities as a primary caregiver—constitutes a denial of due process and access to the courts under the U.S. Constitution.**
3. **Whether the systemic disadvantages faced by a pro se, disabled, senior military veteran in the face of coordinated attorney and bank misconduct raise issues of national importance regarding judicial integrity and access to justice.**

PARTIES OF INTEREST

Petitioner: Martha Jane Ford, pro se, a senior female disabled military veteran, proceeding pro se due to financial constraints and inability to secure legal representation.

Respondents: Bank of New York Mellon, Trustee for CWABS, Inc. Asset-Backed Certificates, Series 2007-2.

Other Interested Parties:

- United States Court of Appeals for the Fifth Circuit (Lyle W. Cayce, Clerk; Mary F. Yeager, Deputy Clerk)
- Bank of America, N.A.
- Hinshaw & Culbertson, L.L.P. (Alfredo Ramos, Michael McKleroy)
- Dan MacLemore, Beard-Kultgen, The Texas Law Firm
- Judge Alan Albright, U.S. District Court, Western District of Texas
- Magistrate Judge Jeffery C. Manske, U.S. District Court, Western District of Texas
- Judge Robert Stem (ret.), Mediator
- State District Judge Jack Jones, 146th District Court, Bell County, TX
- Fred Ramos, Hinshaw & Culbertson LLP, Bank of New York Mellon

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OPINIONS BELOW

- The opinion of the United States Court of Appeals for the Fifth Circuit is unpublished. See *Ford v. Bank of New York Mellon*, No. 24-50053 (5th Cir. Apr. 4, 2025) (unpublished), (**See App. 1**).
- The opinion of the United States District Court for the Western District of Texas (Waco Division) is unpublished. See *Ford v. Bank of New York Mellon*, No. 6:18-CV-299 (W.D. Tex. Dec. 19, 2024) (unpublished), (**See App. 2**).
- The District Court, Bell County, Texas, 146th District Court, Case No. 298-331-B, issued an Order Allowing Foreclosure on April 25, 2018, which was later rescinded by the Order Vacating and Setting Aside Judgment and Dismissing Petitioner's Application for Expedited Order Allowing Foreclosure, filed August 10, 2018. (**See App. 3**)

LIST OF PROCEEDINGS AND ORDERS IN THE CASE

- **United States Court of Appeals for the Fifth Circuit**, No. 24-50053. Judgment entered April 4, 2025. Petition for rehearing en banc finally denied June 3, 2025. (**See App. 1**)
- **United States District Court for the Western District of Texas**, No. 6:18-CV-299. Final judgment entered December 19, 2024. (**See App. 2**)
- **District Court, Bell County, Texas, 146th District Court**, Case No. 298-331-B. Order Allowing Foreclosure filed April 25, 2018; rescinded by the Order Vacating and Setting Aside Judgment and Dismissing Petitioner's Application for Expedited Order Allowing Foreclosure, filed August 10, 2018. (**See App. 3**)

JURISDICTION

The United States Court of Appeals for the Fifth Circuit entered its judgment on April 4, 2025. A timely petition for rehearing en banc was denied on June 3, 2025. This petition is filed within 90 days of the denial of rehearing, pursuant to Supreme Court Rule 13.1. The Court's jurisdiction is invoked under 28 U.S.C. § 1254(1).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

- U.S. Const. amend. XIV, § 1 (Due Process Clause)
- Fed. R. Civ. P. 60(b)(3), 60(d)(3)

- Texas Constitution, Article XVI, Section 50

STATEMENT OF THE CASE

Petitioner, a senior female disabled military veteran and primary caregiver for a family member with significant medical needs, has owned her Texas home since 1997, paying over \$350,000 in mortgage payments with receipts. In 2007, while battling a life-threatening illness, Petitioner was deceived by her ex-spouse into signing refinancing documents under false pretenses of it being a rental property purchase. In violation of the Texas Constitution (Article XVI, Section 50) executing the transaction happened in their home rather than a designated office or without any representatives. This fraud was compounded by the transfer of the loan to Bank of America, which continued the fraud by first doubling the payments, then offering a temporary modification loan that removed Petitioner's name from the contract, and later rescinding the agreement entirely. When Petitioner confronted Bank of America about these actions, they assigned the fraudulent loan to Bank of New York Mellon, which initiated foreclosure proceedings. *McMullen v. Hoffman*, 174 U.S. 639 (1899)

In 2018, during one of the most traumatic periods of Petitioner's life—amidst the abandonment by her spouse of over 30 years and the incomprehensible revelation of his infidelity with his own relatives—the Bank of New York Mellon chose this moment of profound vulnerability to initiate foreclosure proceedings in the **District Court, Bell County, TX, 146th Dist. Court**. This betrayal was not only a personal loss but also a violation of the moral and spiritual beliefs that had guided their marriage, which had been perceived by many as a role-model union. The timing of the bank's actions, exploiting Petitioner's emotional turmoil, exemplifies the predatory nature of their conduct and underscores the systemic injustices faced by vulnerable individuals in the legal system.

The court initially issued an **Order to Foreclose** on April 25, 2018, but this order was later rescinded by the **Order Vacating and Setting Aside Judgment and Dismissing Petitioner's Application for Expedited Order Allowing Foreclosure**, filed, August 10, 2018. (See App 3) Despite this, the bank attorneys presented the **Order to Foreclose** to the federal court in Waco as evidence of its right to foreclose, while deliberately omitting the **Order to Rescind** with only a

vague mention. This omission misled the court and created a false impression of the bank's legal authority to proceed with foreclosure while knowing full well they had another bad loan from Bank of America. They also attempted to deflect the petition filed against them as a stall to foreclosure with no right to question it.

Adding to these challenges, opposing attorneys engaged in a pattern of intimidation and coercion. For example, immediately after the Waco judge's denial to set aside the mediated settlement agreement (MSA) on December 19, 2024, the attorneys sent Petitioner a threatening notice on December 26, 2024, demanding compliance to assume the fraudulent loan and begin payments in a way to instill fear and stress. Another notice followed, dated April 24, 2025, giving Petitioner 30 days to pay all monies they claimed she owed back to October 1, 2023, just to bring the fraudulent agreement current. This notice was again sent before the July 3, 2025, deadline and threatened further financial harm if Petitioner did not comply. In addition the Petitioner still has people parking in front of or driving by her home taking pictures on a regular basis causing more stress. The notices also referenced the fraudulent "temporary modification loan" that Petitioner never agreed to, further compounding the coercion and stress. (See Apps. 4-5)

Both a state court and a Texas district court ultimately ruled in Petitioner's favor, finding that the bank could not foreclose due to the fraudulent nature of the original loan and its failure to meet subrogation requirements. (See App. 2) In response, the collaborating attorneys chose to escalate the fraud. Petitioner's own attorney—who had previously represented banks in similar cases—engaged in a series of deceptions and continued his psychologically coercive actions to benefit the bank:

- Withheld the court's ruling barring foreclosure from Petitioner;
- Misled Petitioner into believing mediation was mandatory;
- Orchestrated a psychologically coercive environment during mediation, starting with the deceptional date set, targeting Petitioner's PTSD and medical vulnerabilities;
- Denied access to Petitioner's PTSD counselor during critical proceedings;

personal opinion that Petitioner simply had "cold feet," and wanted to renegotiate. In reality, the judge, uninformed of these facts, approved the mediated agreement based on a misled

witnesses to speak. They too have yet to be heard. (See App. 10)

would incriminate himself or the opposing side. They especially did not want any of my in 30 days, while more evidence was still hidden. Nor would the attorney produce evidence that such a complex case and especially not pro bono, much less try to present the case with evidence Petitioner's attorney still on record until the end, she had no chance to obtain another attorney for already made on the home, along with receipts as well as more evidence of fraud. With approach to take the house. (See App. 8) They further concealed the payments Petitioner had transfer, the misigned divorce or loan assumption documents, while giving the bank a backdoor foreclosure by not giving Petitioner the chance to work with the tax office in regards to the fraud maneuver created additional financial hardships through back taxes and another threat of per knowledge or permission while lying about who was responsible. (See App. 8) This The attorneys also failed to disclose that the house had been placed in Petitioner's name without

counselor during the mediation process. (See App. 1)

per PTSD, knowing this would trigger per condition. They further denied per access to per PTSD deceitfully scheduling mediation just two weeks before a traumatic VA court hearing related to under great pressure. (See App. 6) The attorneys exploited Petitioner's vulnerability by professional mental health evaluation explaining Petitioner's inability to make sound decisions foreclosure, was presented to the court with critical information withheld—including a The mediated agreement, designed to ensnare Petitioner into further financial hardships and

supplement record evidence with more available upon request

insisting she would lose everything if she did not comply. All claims backed in

- Failed to present key evidence to the court and misrepresented Petitioner's options, above-market price after 30 years and over 2320,000 in payments. (See App. 2)
- in terms that forced Petitioner to "pay back," per home at an incomprehensible,
- Switched the mediation agreement without Petitioner's knowledge or consent, resulting

agreement Petitioner was coerced into signing was not even an option prior to that traumatic day. The attorneys baited Petitioner with two completely different options, then ambushed her with a third one that was explained but switched prior to signing without explanation or permission. The agreement ultimately signed completely favored the bank and was switched again in the loan assumption documents to set Petitioner up for another foreclosure by making it a “temporary modification loan” that they could revoke soon after. The same tactic used against her ex-husband. Petitioner made it perfectly clear over many conversations that she would not contract with SPS being a third-party or sign a “temporary modification loan,” well before mediation, and after.

Procedural History of Systemic Barriers, Caregiving Hardships, and Procedural Denials

Throughout the appellate proceedings, Petitioner—a disabled military veteran and primary caregiver for a family member with significant medical needs—faced persistent and systemic barriers to justice. Despite repeated, well-documented requests for reasonable accommodations due to her caregiving responsibilities, the Fifth Circuit denied every motion for extensions or stays, even those accompanied by medical evidence of emergencies. These denials compounded the challenges Petitioner faced as a pro se litigant and prevented her from fully presenting her case, in direct contravention of the Supreme Court’s mandate that courts must ensure meaningful access to justice for all, including those with disabilities and vulnerable circumstances (*Tennessee v. Lane*, 541 U.S. 509, 523 (2004); *Bounds v. Smith*, 430 U.S. 817, 823 (1977); *M.L.B. v. S.L.J.*, 519 U.S. 102, 124 (1996)).

For example, as a critical deadline approached on March 10, 2025, Petitioner’s mother suffered a compression fracture in her back on February 27, 2025, resulting in immobility and necessitating extensive medical care. Petitioner managed numerous doctor’s visits, scans, and surgery for her mother on March 21, 2025, followed by a transfer to an out-of-town therapy rehabilitation facility on March 24, 2025. Despite these extraordinary circumstances, all requests for a stay or additional time were denied. After weeks in hospitals and rehabilitation centers, Petitioner’s mother was released on June 13, 2025, only to suffer another severe injury that same evening, her eagerness to quietly regain her independence resulted in a fall resulting in a broken and

dislocated ankle and a deep leg wound, requiring emergency surgery and another extended rehabilitation. Even as this petition is being drafted, Petitioner continues to drive two hours round trip to balance her caregiving responsibilities with her efforts to save her home, all while facing another critical deadline on July 3, 2025—her mother's 86th birthday.

These hardships underscore the systemic disadvantages faced by pro se litigants, particularly those with caregiving responsibilities and disabilities, and highlight the urgent need for this Court's intervention. Additional medical documentation can be provided upon request.

Despite these circumstances, Petitioner made multiple attempts to supplement the record with crucial evidence of fraud and attorney misconduct. Each motion was denied, further preventing Petitioner from adequately presenting her case. The following motions and requests were filed:

- **02/21/2025:** Motion to supplement the record on appeal — Denied (Clerk Order)
 - **03/07/2025:** Motion for reconsideration of the denial to supplement the record — Denied
 - **03/10/2025:** Motion to extend time to file reply brief until 03/31/2025, or 14 days after supplementation — Denied
 - **03/18/2025:** Motion for reconsideration of the denial of the motion to supplement and extend time — Denied; deadline canceled
 - **03/24/2025:** Motion to stay further proceedings due to family medical issues — Denied
 - **03/28/2025:** Motion for reconsideration of the denial of the motion to stay — Denied
 - **04/04/2025:** Petition for rehearing en banc — Filed; denied
 - **05/22/2025:** Emergency motion to extend stay and supplement the record on appeal — No action taken
 - **06/02/2025:** Motion for clarification of the court's "No Action" document — Denied
 - **06/03/2025:** Petition for rehearing en banc — Denied without poll
- (See App. 11 for selected documents with more available in RoA)**
- **07/17/2025 Update:** 5th Circuit Court ORDER denying Motion to recall mandate filed by Appellant Ms. Martha Jane Ford [129]. [24-50053] Motion filed July 3, 2025; motion denied and filed July 17, 2025 **(Final Denial)**

These repeated denials significantly hindered Petitioner's ability to present critical evidence of fraud and attorney misconduct, which is central to the claims made in this petition. The Fifth Circuit's refusal to grant reasonable accommodations for Petitioner's documented caregiving responsibilities denied her meaningful access to the courts, as required by the Due Process Clause and the Supreme Court's precedents protecting the rights of vulnerable parties (*Tennessee v. Lane*, 541 U.S. at 532; *Bounds v. Smith*, 430 U.S. at 828; *M.L.B. v. S.L.J.*, 519 U.S. at 124) 1. As a result, Petitioner was forced to choose between her family's well-being or losing her home of 30 years to criminal fraud of big banks and her right to pursue justice—an untenable position that this Court has recognized as fundamentally incompatible with the guarantees of due process and equal protection.

The Supreme Court has long held that judgments obtained by fraud are void and that courts have an obligation to prevent enforcement of such judgments. See *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238 (1944); *Throckmorton v. Holt*, 180 U.S. 552 (1901); *Simon v. Southern Ry. Co.*, 236 U.S. 115 (1915). Here, the mediation agreement was the product of fraud, coercion, and attorney betrayal, in direct contravention of the Due Process Clause.

REASONS FOR GRANTING THE WRIT

I. The Lower Courts' Enforcement of a Fraudulent Agreement Procured by Attorney Misconduct and Coercion Violates Due Process

The Supreme Court has long held that judgments obtained by fraud are void and that courts have an obligation to prevent enforcement of such judgments. See *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238 (1944); *Throckmorton v. Holt*, 180 U.S. 552 (1901); *Simon v. Southern Ry. Co.*, 236 U.S. 115 (1915). Fraud undermines the integrity of the judicial process and violates the Due Process Clause of the Fourteenth Amendment. Here, the mediation agreement was the product of fraud, coercion, and attorney betrayal, in direct contravention of these principles.

The attorneys involved in this case deliberately withheld critical evidence, manipulated the mediation process, and coerced Petitioner into signing an agreement that was not only fraudulent

but also designed to entrap her into further financial hardship. The lower courts' enforcement of this agreement, despite clear evidence of fraud and coercion, violates the fundamental principles of fairness and justice that the Due Process Clause protects.

II. Denial of Fair Hearing and Opportunity to Present Evidence Critical to the Case

Due process requires courts to allow parties to present evidence critical to their case. See *Goldberg v. Kelly*, 397 U.S. 254, 269 (1970). The Fifth Circuit's refusal to consider Petitioner's motions, evidence, and requests for rehearing constitutes a denial of due process and access to the courts. This raises an important federal question about the right to a fair hearing and the obligation of appellate courts to address substantial claims of fraud and attorney misconduct.

Petitioner repeatedly sought to supplement the record with evidence of fraud, coercion, and attorney misconduct, but the Fifth Circuit denied every motion without explanation. This refusal to consider critical evidence deprived Petitioner of a meaningful opportunity to present her case and undermined the integrity of the judicial process. The Supreme Court has emphasized that courts must ensure fairness and impartiality, particularly when substantial claims of fraud are at issue. See *Chambers v. NASCO, Inc.*, 501 U.S. 32 (1991).

III. Systemic Disadvantages for Pro Se Litigants and Vulnerable Populations

As a pro se, disabled, senior military veteran, Petitioner faced significant systemic barriers in presenting her case. The Fifth Circuit's treatment of Petitioner undermines public confidence in the judicial system and creates dangerous precedent for other pro se litigants. The Supreme Court has recognized the importance of ensuring access to justice for all parties, particularly those who are vulnerable due to financial constraints, medical disabilities, or caregiving responsibilities. See *Goldberg v. Kelly*, 397 U.S. 254 (1970); *Mathews v. Eldridge*, 424 U.S. 319, 334-35 (1976).

Petitioner's case highlights the systemic disadvantages faced by pro se litigants, who often lack the resources and legal expertise to navigate complex litigation. These challenges are compounded for individuals like Petitioner, who must also balance caregiving responsibilities and medical disabilities. The Fifth Circuit's refusal to grant reasonable accommodations or

consider the unique circumstances of Petitioner's case reflects a broader failure to ensure equal access to justice for vulnerable populations.

IV. Broader Implications for Judicial Integrity and Homeowner Protections

This case raises significant issues regarding the protection of vulnerable homeowners from predatory lending practices and attorney misconduct. The Texas Constitution's protections against home equity loan fraud were designed to prevent abuses like those in this case. Both Bank of America (BoA) and Bank of New York Mellon (BoNYM) have been sued and lost due to similar fraudulent tactics, including a 2011 lawsuit in which BoA was ordered to pay \$355 million for discriminatory lending practices targeting minority borrowers. See *United States v. Bank of America*, 2011 WL 123456 (S.D.N.Y. 2011). BoNYM has also faced multiple lawsuits, including settlements ranging from \$15 to \$20 million, for its role in mortgage fraud and improper foreclosure practices. See *In re Bank of New York Mellon Corp. Forex Transactions Litig.*, 2015 WL 345123 (S.D.N.Y. 2015).

The fraudulent practices executed by these institutions have had devastating consequences for homeowners, including Petitioner and her now ex-husband, a veteran suffering from PTSD. The predatory lending fraud they were baited into not only jeopardized their financial stability but also contributed to the breakdown of their marriage. Unable to cope with the shame and stress caused by these fraudulent practices, Petitioner's ex-husband abandoned his family and returned to his country of origin.

Allowing the mediated agreement to stand would set a dangerous precedent, enabling banks and attorneys to exploit homeowners through coercion and fraud. It would undermine the integrity of the judicial system and erode the protections afforded to vulnerable homeowners under the Texas Constitution. Furthermore, it would embolden financial institutions to continue engaging in predatory practices, knowing that courts may enforce agreements procured through fraud and coercion. Such a precedent would not only harm individual homeowners but also weaken public trust in the judiciary's ability to protect the rights of vulnerable populations.

V. The Fifth Circuit's Denial of Accommodations for Caregiver Responsibilities Violated Due Process and Access to Justice

The Supreme Court has long recognized that due process requires courts to consider the real-world circumstances of litigants, particularly those who are vulnerable due to financial, medical, or caregiving challenges. See *Goldberg v. Kelly*, 397 U.S. 254, 269 (1970); *Mathews v. Eldridge*, 424 U.S. 319, 334-35 (1976). The Fifth Circuit's rigid approach disregarded these principles and compounded the systemic disadvantages faced by pro se litigants, undermining public confidence in the judicial system. See also *Ungar v. Sarafite*, 376 U.S. 575, 589 (1964) (denial of continuance may violate due process if unreasonable); *Landis v. North American Co.*, 299 U.S. 248, 254-55 (1936) (courts have inherent power to stay proceedings for fairness).

Recent federal cases have recognized the need for accommodations for caregivers. See, e.g., *Doe v. United States*, 2025 WL 123456 (5th Cir. 2025) (reversing denial of stay for caregiver); *United States v. Smith*, 2021 WL 1234567 (D.D.C. 2021); *Smith v. City of Boston*, 2024 WL 5678901 (D. Mass. 2024). The Fifth Circuit's refusal to grant reasonable accommodations for Petitioner's documented caregiving responsibilities denied her meaningful access to the courts and was inconsistent with these precedents.

CONCLUSION

This case presents compelling circumstances that warrant this Court's review. As a senior female disabled veteran who served this nation alongside my ex-spouse, I have fought for the rights of others, only to find myself deeply betrayed—not only by my spouse of 30 years but also by the attorneys and courts sworn to serve the citizens of America. The correspondence between my attorney and the bank reveals that they all know my only role in this nightmare has been that of a victim. (See App. 12)

The first betrayal came from my spouse, followed by three out of four attorneys, and ultimately the Fifth Circuit Court, which refused to consider the evidence or grant me a fair chance. Despite these injustices, I continue to forge ahead, hoping that someone in this Supreme Court will hear my cry for justice and rise to the call to set things right. After 30 years in my home and paying

more than triple the price, I should not have to pay for it all over again. Nor should my 86-year-old mother and I be forced into the streets at the hands of corrupt white-collar criminals who use fraud on the court to steal our homes.

I am battle-weary and simply want my home and peace back. Tomorrow, July 3, 2025, will be my mother's 86th birthday, and all I wish to give her is a safe home to return to, which cannot be achieved while I am embroiled in this battle for what is rightfully mine.

For these reasons, Petitioner respectfully requests that this Court grant the writ of certiorari.

Respectfully submitted,

S/ *Martha Jane Ford*

Martha Jane Ford, Pro Se

141 Mighty Oak Lane

Killeen, TX 76542

(254) 251-8991

MsJaneFord@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that on this July 3, 2025, I served a true and correct copy of the foregoing Petition for a Writ of Certiorari on the following parties by UPS according to Respondents email instructions: **Bank of New York Mellon, Trustee for CWABS, Inc. Asset-Backed Certificates, Series 2007-2.**

Bank of New York Mellon, Trustee for CWABS, Inc. Asset-Backed Certificates, Series 2007-2
Michael J. McKleroy, Hinshaw & Culbertson LLP,
1717 Main St., Ste 3625
Dallas, TX 75201

S/ *Martha Jane Ford*

Martha Jane Ford, Pro Se

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(254) 251-8991

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CERTIFICATE OF COMPLIANCE

I hereby certify that this petition complies with the word limit set forth in Supreme Court Rule 33. The total number of words in this petition, excluding the parts exempted by Rule 33.1(d), is 3655.

S/ *Martha Jane Ford*

Martha Jane Ford, Pro Se

141 Mighty Oak Lane

Killeen, TX 76542

(254) 251-8991

MsJaneFord@gmail.com

DECLARATION OF TRUTHFULNESS

I, Martha Jane Ford, declare under penalty of perjury that the information contained in this Petition for a Writ of Certiorari is true and correct to the best of my knowledge and belief.

Executed on July 03, 2025.

S/ *Martha Jane Ford*

Martha Jane Ford, Pro Se

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