

No. _____

IN THE

SUPREME COURT OF THE UNITED STATES

Lou Tyler, pro se — PETITIONER
(Your Name)

vs.

Ocwen Loan Servicing LLP — RESPONDENT(S)
Deutsche Bank and Trust, et al.
ON PETITION FOR A WRIT OF CERTIORARI TO

5th Circuit Court of New Orleans Appeal Court
16-11596
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

Lou Tyler, pro se
(Your Name)

1112 Reitz Drive
(Address)

Cedar Hill, TX 75104
(City, State, Zip Code)

214-270-7663
(Phone Number)

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SUPREME COURT, U.S.

QUESTIONS PRESENTED

- 1. Federal question exists: Why did lower courts, U.S. District Courts and 5th circuit court of appeals refuse to even hear Plaintiff, pro se's case. Does bias exist in favor of Big Business?**

- 2. Federal question exists: Why do Dallas and New Orleans judges not respect the CFPB agency's rules? Rule states "It is illegal for creditors, mortgage companies, banks, etc. to file claims on STALE, TEXAS 4 YEAR STATUTE OF LIMITATIONS TIME-BARRED DEBTS.**

- 3. Federal question exists: Why was the CFPB, Consumer Finance Protection Bureau created to protect struggling homeowners, if it is not given enough power to enforce the FCRA—Fair Credit Reporting Act and the FDCPA—Fair Debt Collection Protection Agency's rules and regulations? Shouldn't other agencies such as the Department of Justice, Texas Attorney General's Office Federal Trade Commission, Department of Savings and Loans, et. al. be awarded more power for enforcements?**

- 4. Federal question exists: Why are thousands of struggling homeowners treated unfairly when court decisions are biased and lean towards Big Businesses, especially when the Plaintiff is pro se and is not represented by an attorney?**

- 5. Shouldn't elderly homeowners in their 60's who are disabled, living on fixed income be given a loan modification, or given the title to their home after they become disabled, and have paid hundreds of thousands more for home then it is valued?**

- 6. Federal question exists: Why are mortgage companies, banks like Deutsche Bank and Trust, and their loan servicing company,**

Page 2. Questions Presented

Ocwen Loan Servicing, LLP still allowed to foreclose on homes even though they are barred by the Texas 4 Year Statute of Limitations Time-Barred Debt.

- 7. Federal question: Why, even though Ocwen and Deutsche were accused, admitted guilt, and found guilty in the 2008 housing crisis and in 2013 by the Justice Department and the National Settlement Committee, and told not to foreclose on any more properties, or not to acquire any more properties in Texas, do they continue to do so?**

- 8. Why are mortgage companies, banks, servicing companies, et. al allowed to promise homeowners loan modifications, other services, then retaliate and deny these loan modifications when homeowners file lawsuits and complain against companies?**

- 9. Federal question: Once a plaintiff is granted in forma pauperis by a judge, is it not unfair and biased for that status to be denied?**

- 10. Federal question: Why are banks, mortgages, servicing companies allowed to violate the Constitutional rights of homeowners by flipping their homes, ex mortgage companies not turning over house payments to new mortgage companies, posting payments to the wrong accounts, charging late fees when not late, and proceeding with foreclosure through illegal robo-foreclosures or foreclosures that should not occur?**

LIST OF PARTIES

All parties appear in the caption of the case on the cover page.

All parties **do not** appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows: *N/A*

[Handwritten mark]

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TABLE OF AUTHORITIES

Cases

- Barzelis v. Flagstar Bank, FSB.No. 14-10782 Fif.Cir(4/22/15).....
- Consumer Financial Protection Bureau(CFPB) and 49 attorney generals and District of Columbia http://files.consumerfinance.gov/f/201312_cfpb_/consent-order_ocwen.pdf.....
- Consumer Financial Protection Bureau, Dec. 19, 2013 CFPB article on Ocwen. CFPB enforces Dodd Frank Wall Street Reform Act and Consumer Financial Protection Act and state laws.....
- Davis, Michael v. Wells Fargo U.S. Bank National Association as Trustee for the Structured Asset Investment Loan, Trust Loan Trust 2005-2011.....
- Lopez v. J.P. Morgan Chase Bank, NA, FI, 3DCA.....
- Miller, James R. and Miller, Allene, plaintiffs vs. BAC Home Loans, defendants TX Debt Collection Act (TDCA)Tex Fin Code 392.304(a).....
- Miller, J and Miller, A vs. BAC Home Loans, the Texas Deceptive Trades Practice Act; Tex Bus and Com Act, sec 17.41 et seq. & Texas Common Law...
- Murphy vs. HSBC Bank USA, No. H-12,3278-12, 2014 US. District, LEXIS 57612m SD TX, Apr. 23, 2014.....
- Texas Fin. Code, sections 392.408(a)(8),14, 18,19.....

C O N T E N T S

**CASES WHERE DEUTSCHE BANK AND OCWEN LOAN SERVICING WERE
ACCUSED OF ILLEGAL FORECLOSURE AND ORDERED TO PAY FINES**

1. **Deutsche Bank and Ocwen Loan to pay \$400,000 for wrongful foreclosure** www.cunninghambounds.com December 12, 2015. These businesses were accused of wrongfully foreclosing on the Caldwell's mortgage. (See details.)
2. **MOVE ON PETITION** Petitionsmoveon.org/sign/deutsche-bank-and-ocwen states: "Deutsche Bank and Ocwen Loan, you must answer for your actions!" "They must be accountable for their part in the financial crisis and I filed so many police reports and consumer finance protection reports...."
3. **Deutsche Bank and Ocwen Loan Services—Accused of Foreign Bank Mortgage Fraud.** See: investmentwatchblog.com/deutsche-bank-ocwen-mortgage-foreign-bank-mortgage dated March 3, 2016. "Literary thousands of open cases and hundreds of thousands of other cases filed for foreclosure fraud."
4. **Bank Fraud Justice System—banksfraudjusticesystem.blogspot.com.** Source from August 15, 2014. CFPB—Consumer Finance Protection Bureau, a watchdog for consumer rights reports Deutsche Bank and Ocwen Loan fraud in housing market and investments.
5. **Ocwen Loan Servicing and Foreign Bank—Deutsche Bank Mortgage.** Ripoff report www.ripoffreport.com on October 23, 2013 shows investors knew Ocwen had defrauded and exploited hundreds of thousands of consumers.
6. **Justice League—Altisource Portfolio Solutions filed with Securities Exchange Commission and reached \$32,000,000 million dollar settlement with the Consumer Finance Protection Bureau that Altisource has to pay out due to their fraudulent relationships with Ocwen.** VIEW: justiceleaguetaaskforce.wordpress.com/tag/ocwen. This agreement was to settle Consumer Finance Protection Bureau's investigations into Altisource's servicing practices.
7. **VIEW Reuter's Report dated January 23, 2015 where Ocwen's bond investors accuse Ocwen of not collecting mortgage payments** www.housingwire.com. Ocwen being the biggest mortgage company doesn't comply with applicable mortgage laws nor foreclosure laws and deliberately DEFIES the Department of Justice and CFPB rules and regulations and everyone else. A news reporter reported that "Deutsche is a German-based mortgage company whose bank loaned money to Adolph Hitler, the German dictator who executed and killed thousands of innocent Jews simply because of their religion and race."

CONSUMER FINANCE & NATIONAL MORTGAGE SETTLEMENT REPORTS

FILED AGAINST DEUTSCHE BANK AND OCWEN

8. Reports from the New York Financial Services and California Business Oversight has won a 2 billion dollar settlement against Ocwen Loan Servicing for fraudulent mortgage servicing practices.
9. According to the latest oversight report and Joseph Smith, head of the National Mortgage Settlement, Ocwen Financial failed two more compliance tests. Ocwen failed to be back in compliance with the performance metric tests and as a result, Ocwen had to place 17,300 foreclosures on hold. This report is dated September 18, 2016.
10. Judge tosses Ocwen/Altisource's Kickback Lawsuit. Posted on August 29, 2016. Ocwen agreed to pay \$900,000 after an investigation conducted by Washington State showed Ocwen used unlicensed companies in India and Phillippines to service mortgage loans. (NOTE:) I, the plaintiff pro se was a victim of discussions with representatives from these countries and I could barely understand what they were saying and they gave me wrong conflicting information whereas one department told me one thing and another department told me not to pay attention to that department because they were wrong and misinformed. Washington and Texas Consumer Loan Act requires loan servicing companies to be licensed.
11. *****OCWEN TO PAY \$30 MILLION DOLLARS IN SETTLEMENT OVER ALLEGED FHA, HAMP VIOLATIONS.*****Ocwen to pay \$15 million dollars to U.S. ; and \$15 million dollars to consumers. Posted June 23, 2016 by Ocwen Financial who admitted to the charges and agreed to pay. These lawsuits accused Ocwen Financial of falsely certifying that it was in compliance with FHA—Federal Housing Administration and HAMP—Home Affordable Mortgage Program rules.
12. Ocwen CEO William Charles Erby, a billionaire worth 2.5 billion dollars is facing serious charges and “was found responsible for serious conflicts in the way he carries out its’ business.” Indeed, he is accused by his critics of “having built an empire on mortgage misery and who saves taxes by sheltering his the Virgin Islands, Luxembourg and Caymans. Posted June 17, 2016.

NOTE: Hundreds of thousands of more complaints have been listed against Ocwen and Deutsche and even the U.S. Dept. of Justice complaints that Ocwen and Deutsche continue to practice illegal practices even though they have been fined and disciplined several times. You see, it is easier and more profitable to conduct illegal foreclosures and mortgage practices that it is to follow the law. All of these items I have presented add VALIDITY AND TRUTH to my illegal foreclosure and fraudulent practices Ocwen and Deutsche have committed against myself and my family.

IN THE
SUPREME COURT OF THE UNITED STATES
PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

OPINIONS BELOW #8

For cases from **federal courts**:

The opinion of the United States court of appeals appears at Appendix A to the petition and is

- reported at N/A; or,
 has been designated for publication but is not yet reported; or, N/A
 is unpublished.

The opinion of the United States district court appears at Appendix _____ to the petition and is

- reported at N/A; or,
 has been designated for publication but is not yet reported; or, N/A
 is unpublished.

For cases from **state courts**: N/A

The opinion of the highest state court to review the merits appears at Appendix N/A to the petition and is

- reported at N/A; or,
 has been designated for publication but is not yet reported; or,
 is unpublished.

The opinion of the M/D court appears at Appendix N/A to the petition and is

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1.

8.

JURISDICTION

[] For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was 1-30-18. Only one decision rendered 16-11596

No petition for rehearing was timely filed in my case.

A timely petition for rehearing was denied by the United States Court of Appeals on the following date: _____, and a copy of the order denying rehearing appears at Appendix N/A

[] An extension of time to file the petition for a writ of certiorari was granted to and including N/A (date) on N/A (date) in Application No. N/A.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1254(1).

[] For cases from **state courts**: N/A

The date on which the highest state court decided my case was N/A. A copy of that decision appears at Appendix N/A.

[] A timely petition for rehearing was thereafter denied on the following date: N/A, and a copy of the order denying rehearing appears at Appendix N/A.

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The jurisdiction of this Court is invoked under 28 U. S. C. § 1257(a).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

~~10~~

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Constitution

Looming Title Problems from Fabricated, Fraudulent Forged Documents

Posted on October 17, 2016 by Neil Garfield

The one thing that is perfectly clear is that at some point the state legislatures who govern title to property already have a huge problem brewing under their feet. There is no doubt in my mind, that the solution will follow the example of the Murphy Act in Florida when title became unintelligible some 80 years ago.

The new acts will essentially reset title as of a certain date. All the previous illegal and potentially criminal actions will be ignored. All the people who were swindled out of their life savings will also be ignored, because in the end it is the banks who control legislation, not the people.

Get a consult! 202-838-6345

<https://www.vcita.com/v/lendinglies> to schedule CONSULT, leave message or make payments.

THIS ARTICLE IS NOT A LEGAL OPINION UPON WHICH YOU CAN RELY IN ANY INDIVIDUAL CASE. HIRE A LAWYER.

see <http://www.vice.com/read/when-you-buy-a-house-but-dont-actually-own-it>

You have two problems looming here.

The first and largest problem is that most, nearly all, of the foreclosures were void and fraudulent. The credit bid was accepted from a party who was not the creditor. THAT probably means that any deed on foreclosure was and is void. In some states there is a "statute of limitations" on the void title which is waived if you don't try to make it right before the one-year statute runs out. In Florida, after one year, you can get damages (i.e., money) but you can't reclaim your title even from a void, fraudulent foreclosure. Hence the Florida legislature institutionalized fraud in exchange for campaign donations. The second problem is even worse and might not be correctable by legislation or even a court order. For those who sent a notice of rescission and the "lender" did nothing, there is no doubt that if the rescission was sent within 3 years of the fabricated "closing" that the nonexistent "loan contract" was canceled and the note and mortgage were rendered void as of the date of mailing of the notice of rescission.

Under Federal Law that notice of rescission rendered the mortgage or deed of trust void along with the note. Therefore any action on the loan contract, the note or the mortgage or deed of trust after rescission is void because those "instruments" are void. Void=Nothing. As far as I have been able to determine, there is no statute of limitations on "nothing."

It gets worse. If the homeowner recorded the rescission, then according to State law, there is notice to the world that title derived from the mortgage is void. And there is no statute of limitations on that either, as far as I can tell.

Anyone who has taken title arising from either of the above scenarios has no title. If and when the day comes that they are forced to defend the illusion of their "title" they will quickly find out that the title insurer will be of no help and will deny coverage. And the same holds true for lenders — but the lenders don't care because their goal is merely to perpetuate the illusion of securitization.

Nearly all the foreclosures in the past 10 years fall under the first category, the second category or both. Any legislation that deprives the owner of property without due process (i.e., judicial action) violates the 14th Amendment to the constitution.

Judicial action is void if it is based upon nonexistent facts. The facts are nonexistent if they were never proffered in court or found, based upon competent evidence to be true, by the trier of fact. That is missing from virtually all foreclosures.

Accordingly, it is my opinion that this another situation where the constitution be damned. The courts and legislatures are continuing to advance nonsense: the pretense of valid loan contracts, valid notes, valid mortgages and valid foreclosure sales to valid creditors submitting a valid credit bid.

Ask these lawmakers and law interpreters four questions:

6

did you hear or see any evidence that identified the party to whom the payments from the borrower were forwarded?

If not, why did you assume that such a party existed and had authorized the parties in court to act on collateral for the benefit of the real creditor?

did you hear or see any evidence that connects the real creditors with the parties who appeared in court?

If not, why did you assume that such a connection existed with an unidentified entity?

Filed under: foreclosure Tagged: | credit bid, creditor, recorded rescission, rescission, title
« Fannie and Freddie Unloading Bogus "Mortgage" Bonds Identification of Actual Creditor is essential for
Deciding Many Issues »

8 Responses

Anonymous, on October 18, 2016 at 6:00 am said:

Where can I find the statute in each and every state? Could you please explain more?

Rhody, on October 18, 2016 at 5:58 am said:

In some states there is a "statute of limitations" on the void title which is waived if you don't try to make it right before the one-year statute runs out. In Florida, after one year, you can get damages (i.e., money) but you can't reclaim your title even from a void, fraudulent foreclosure.

We live in Rhode Island and the servicer sent us a copy of the promissory note with no signatures whatsoever. I guess, they might have forgotten to copy and paste our signatures on it.

STATEMENT OF THE CASE

A. Proceedings Below: In areas where the federal standard applies, federal courts will find an abuse of discretion because this district court:

- (1.) Relied on clearly erroneous factual findings by defendants;
- (2.) Made an error of law; and (3.) misapplied the laws to the facts.

Alcatel USA, Inc. v. DGI Techs., Inc. 166 F. 3d 772 790 (5TH Circuit 1999).

The district court overreached the limits of its' discretion when it failed to consider required factors, as well as when its' exercise of discretion within its' authority was so bad on its own terms that the appellant court feels compelled to reject the actual choice. In order to make a discretionary ruling, the sufficiency of evidence standard overlaps the abuse of discretion standard, and the result is "similar" to the clearly erroneous standard, Goodke v. Shoukfeh 943 S.W. 2nd 441, 446 Tex 1997. The Court has a two-prong inquiry: (1.) Whether the court had sufficient enough information to exercise its' discretion , and (2.) and whether or not the court erred in its application of discretion.

B. Statement of the Facts: *Emotional Roller Coaster Ride* ^{Deutsche,} _{Ocwen}

(1.) Ameriquest, and Citi-Residential continued to call, harass me hundreds of times, threatening foreclosure, placing me in foreclosure, and when actually about to foreclose, would pull my home out of foreclosure that same day or the next day. Then, they would claim to place me back in a

loan modification program and add thousands more attorney fees, fore-
closure fees, finance fees, and interest. My family and I were very scared!

Loyn M
10-16-16

SUMMARY OF THE ARGUMENT

WHO OWNED MY NOTE? BIG MILLION DOLLAR QUESTION:

In summary of my case, the Big Million Dollar Question is: Who owned my note? In conducting my research, I discovered that so many mortgage companies, finance companies, holding companies, etc. bundled, had access to, and handled my note. There was so much "changing hands" of my sub-prime, at risk loan, that these companies, often did not own my note, but just passed it on. These mortgage companies were so disorganized and in a chaotic state of mind that they lost my paperwork, and I spent thousands of dollars resending, refaxing, making copies, acquiring money orders, and certified receipts for my payments.

consequently, many reps I spoke to were fired, and new reps replaced them, and started the loan modification process, and foreclosure process over

again, dozens of times. Companies who handled my loan: (1.) Washington Mutual (2.) Ameriquest (3.) AMC Mortgage Services (4.) Citi-Residential Lending, Inc. (5.) ACC Capitol Holdings (ACCH) (6.) Argent Mortgage Co. (7.) Citi-Mortgage (8.) Citi Home Equity, Deutsche Residential Lending (9.) et. Al. Ocwen Loan Servicing.

In fact, several mortgage companies tricked me, told me to quickly Western Union payments to them. Shortly afterwards, I found out these companies kept my money and did not give me credit for it. They told me I would have to pay again to the new owners, because they no longer held

Lou Dylis

my note. At the time, I sent two to three payments in, even though I had paid once, these companies knew they didn't own my note or my money.

Louella

REASONS FOR GRANTING THE PETITION

Fwd: QUESTIONS FOR THE COURT. REASONS TO HEAR WRIT OF CERTIORARI

Ms. T. <integrity282@gmail.com>

Wed 2/21/2018 2:11 PM

To: ods06696cpc <ods06696cpc@OfficeDepot.com>;

REASONS U.S. SUPREME COURT SHOULD GRANT :

WRIT OF CERTIORARI

1. **A federal question exists:** Why a lower court judges, U.S. District Dallas federal courts and 5th district court of appeals would refuse to even allow Plaintiff, pro se, Lou Tyler's cases to be heard. These courts simply dismissed my cases.
2. **Another federal question** for the U.S. Supreme Court to decide: Why do Dallas courts and judges not respect the CFPB agency that states "It is illegal for creditors, mortgage companies, banks, etc. to file claims on **STALE TEXAS 4 YEAR STATUTE OF LIMITATIONS TIME-BARRED DEBTS?** So why do lower courts allow claims?
3. **Another federal question:** Why was the CFPB—Consumer Finance Protection Bureau even created to protect the consumers, including homeowners, if the CFPB is not given enough power to enforce **the FCRA**-Fair Credit Reporting Act and **the FDCPA**—Fair Debt Collection Protection Agency's rules and regulations.\
4. Shouldn't the CFPB be awarded more power to enforce, investigate and carry out penalties for companies who violate their laws, instead of just writing letters to companies? Should not the poor homeowners be given a voice? Is this not the powerful rich versus the struggling and power stricken?
5. **What about the struggling homeowner's rights? Why do court decisions almost always lean towards Big Businesses**—mortgage companies and banks, etc., simply because they are huge debt collectors and are more favored over the general homeowners?

12.

Page 2. Writ of Certiorari

What about the **FTC**—Federal Trade Commission? Shouldn't this federal agency be awarded more power and authority to protect the general public against unfair practices of Big Businesses? Is it not humane and against the Constitution—freedom to be heard for homeowners cases to be dismissed as frivolous, and their **LAWSUITS NOT HEARD** against injustices, fraud, illegal procedures, just because they are (1.) elderly (2.)poverty stricken (3.) disabled (4)or when race, gender, sex, nationality or religion is considered? (5.) plaintiff, pro se without an attorney (6.) or because workloads of courts are backed up and they don't take the time to hear cases, so it is easier to just dismiss cases?

6. **Federal question: I AM SPEAKING FOR THE GENERAL PUBLIC**, as @565,000 homes have been foreclosed on in the past approximately 12 months. Many of these foreclosures were illegal foreclosures, robo-foreclosures. Investigations by the Justice Department, Consumer Finance Department, Federal Trade Commission, and other agencies have found Ocwen Loan Servicing and Deutsche Bank and Trust to be in serious violations of these illegal activities. Even though these two companies and other companies have **ADMITTED** to these charges and have agreed to pay out millions of dollars in penalties, these companies continue to commit illegal activities.

7. When asked why, one company stated that it is more profitable. Even, some homeowners had paid on time, had their payments posted late, posted to someone else's account, payments suspended, and erasable ink use to steal homeowners payment, by erasing someone's name, and writing in the thief's name and cashing the checks.

Page 3. Reasons to Grant Writ of Certiorari

8. **SO, I BESEECH YOU**, dear honorable, fair and unbiased judges, we, Texas homeowners are standing by to see, if you are indeed fair, humane, and follow the U.S. Constitution, then, you will hear my Writ of Certiorari, or follow the leaders.

I have painstakingly written this Writ hoping you will "HEAR MY VOICE," and not

turn a deaf ear on the poor, struggling hardworking Americans. I beg of you to hear my cry as I represent the GENERAL PUBLIC, and testimonials of thousands of homeowners here in Texas who have lost their home illegally, been promised loan mod, and then denied or whose homes meet the 4 YEAR STATUE OF LIMITATIONS TIME-BARRED DEBT CFPB—CONSUMER FINANCE PROTECTION BUREAU LAW THAT STATES "It is illegal for a creditor—mortgage company, bank, credit card company, or other to bring a STALE CLAIM against a debtor (homeowner, et. al) WHOSE DEBT IS TOO OLD TO COLLECT ON.

NOW, I, Lou Tyler, beseech you to grant me this Writ of Certiorari based on my Writ of Certiorari I have mailed you; and that you will hear my cries based on the federal questions, and the general good of the public. Thusly, I am asking you, fair and honorable judges to OVERTURN THE RULINGS OF THE LOWER COURTS—Dallas U.S. District federal courts in Cabell building and the 5th Circuit Appeals Court in New Orleans.

May God Bless me and my family, you and your family, and may God Bless you to hear and review and not dismiss my Writ of Certiorari, and may God Please BLESS AMERICA! AMEN! AMEN! AMEN!

HALLELUJAH!

**“WHO OWNS MY NOTE?” TO MERS, SECURITIZATION, ETC. OCWEN
LOAN SERVICING OR DEUTSCHE BANK AND TRUST DO NOT OWN
MY NOTE.**

I, Lou Tyler, Plaintiff, pro se, I declare and attest on that Ocwen Loan Servicing, a collection servicing company or Deutsche Bank and Trust, or any of its associates do not have the right to my title, or deed of trust, and, certainly have no right to foreclose on me. I state that Ocwen Loan Servicing, LP is not the current holder of the note and not the beneficiary of the deed, and they know this. This company is only a “servicing company” a collection company, and has NO authority to pursue any negative action against me. They know this, and I have made these statements to them in writing, proving it owns my note, have been delivered to them by certified return receipt mail, recently. I certify that much of Ocwen/Deutsch documentations and exhibits are erroneous, incorrect and out dated and falsified. These companies merely copied figures handed down to them by previous mortgage companies, WITH NO PROOF I DID NOT MAKE THESE PAYMENTS. If, I did not make years’ worth of payments; then, it is too late for them to bring any negative actions against myself or my home. They should just sign my house over to me, because the “Texas Statute of Limitations Time-Barred Debt” founded by the Consumer Finance Protection Bureau protects my rights, IF

ANY ONE WILL STAND UP FOR MYSELF AND THESE FEDERAL AGENCIES WHO WERE FORMED TO PROTECT THE CONSUMER, BUT PROTECTION OF HOMEOWNERS RIGHTS IS NOT GUARANTEED, IF THE COURTS DO NOT BACK THE CFPB AND THE POOR HOMEOWNERS.

I am an elderly (in my 60s,) disabled rightful owner with an equity-financed loan on my Texas home where I have lived, struggled and raised my child and grandchildren without their wayward father in the home. (See my Exhibits.) I, also, declare that these aggressive pushy, throw you out of your home at any cost, companies are trying to obtain the illegal rights to foreclose on my dear invested property, but this company has NO rights to do so. Ocwen Loan Servicing is trying to perform an unlawful, illegal foreclosure and attempting to persuade the Courts to allow them to perform this fraudulent foreclosure, so they can take my beloved home from me. WHY O' WHY are these big-time companies allowed to run all over the little old struggling like myself who have paid @\$100,000 in property taxes over the past 20 years or so; thus, paying for schools, roads, salaries, bridges, etc. Many homeowners who pay about \$1,500 or more in house notes monthly have paid approximately \$350,000 over the past 20 years for a house whose market value is only \$99,000. It's cheaper to rent!

OCWEN LOAN SERVICING, is only a "servicing company" does not have

the original note, and a company needs original note in order to foreclose. Ocwen needs to prove they own the note/title or deed to this property. This company, definitely, has no interest in this property.

If workers who performed certain documentation pertaining to my loan are not certified or are not officers of MERS, then, they do not have the authority to make any assignments or transactions. My home has been transferred back and forth, assigned and re-assigned and bundled in a group as at-risk loans so many times, that these ordeals are complex and complicated, and it has been hard to pay all of these companies not knowing who to pay when to pay and how much to pay. Once my property was flipped and another company acquired the property, when I did make mortgage payments to previous company, the previous mortgage company will not submit to the new mortgage company. Consequently, the new mortgage company wants you to pay, again—WRONG-- UNFAIR -- FRAUDULENT. Paying a double payment for the same month is a breach of the written contract, frustrating, stressful and illegal banking and mortgage practices.

RELIEF SOUGHT: I am asking the Court or judge to order Ocwen Loan Servicing, LP, Deutsche Bank Trust and its heirs and associates to turn over my home deed of trust to me, and cancel any outstanding home loan balances, as soon as possible. If necessary, I am asking the Court to issue TRO Temporary

Restraining Order or PRO—Permanent Restraining Order and to cancel any and all foreclosures. In addition, I am asking for monetary relief in the amount of approximately \$100,000 or more for pain and suffering, and illegal attempted foreclosures, and for various mortgage companies keeping my mortgage note payments and not turning them into the mortgage companies that newly acquired my home by flipping, and trying to force me to pay double payments; returning mortgage payments to me and, even, placing my payments on “suspension.”

“Securitization—a mortgage-backed security (MBS) is a type of asset-backed security that is secured by a mortgage or collection of mortgages.

The mortgages are sold to a group of individuals (a government agency or investment bank) that securitizes, or packages the loans together into a security that investors can buy.” “Mortgage-backed securities have been singled out as the culprit for economic turmoil in 2008.” “Mortgage-backed securities brought down the country.” For these reasons, also, I, am not responsible for any complex and complicated mix-up of all of these various people and companies who have caused problems with this loan, and might not have credited me for payments made.

Ocwen Loan Servicing stated it acquired my home loan in 2013. This is the year, 2018, five years ago; thusly, the Texas Statute of Limitations states it is against the law or the CFPB Rules and Regulations for Ocwen Loan

Servicing or Deutsche to proceed in any negative actions against me. CFPB states the homeowner might still owe the debt; however, it is against the law to try to collect on a "stale debt." IF ONLY COURTS, JUDGES, ET. ALL WOULD RESPECT THEIR OWN FEDERAL AGENCIES' LAWS.

RESPECTFULLY SUBMITTED,

Lou Tyler 5-4-18

LOU TYLER, PLAINTIFF, PRO SE

CERTIFICATE OF SERVICE

I am saying that I have mailed a second copy, today, as the first copy was mailed in February, 2018, of my Writ of Certiorari to the home office of Ocwen's attorneys, Attorney Mackie, Wolf & Zeintz, P.C.; 14180 Dallas Pkway #660;

Dallas, TX 75254; et. al. and all other attorneys they use, through the U.S. postal and to: Atty Locklord 2200 Ross Ave; Ste 2200, Dallas, TX 75201 mail service certified return receipt on this

Lou Tyler 5-4-18

LOU TYLER, PLAINTIFF, PRO SE

WHO OWNS MY NOTE?

WHO OWNS MY NOTE? This is a huge question I would like the Justices to consider, and, perhaps rule on.

A Quiet Title—I am asking the Justices of the U.S. Supreme Court to award me a Quiet Title on my home, or to demand that Ocwen Loan Servicing and/or Deutsche Bank and Trust deliver a Quiet Title to me for my home. This will quiet all claims to my home, and only award the deed/title to myself, Lou Tyler.

I am asking for a Quiet Title, because the lender does not have the right to foreclose nor to have any claim to my home, due to the fact I allege my home was securitized through the **MERS System**, where the lender has had “difficulty proving their standing.” Many states have ruled against the MERS system’s legitimacy. “This possible outcome is why lenders will typically offer a meaningful settlement, in order to preclude a complete loss.

SUMMARY OF THE ARGUMENTS--"QUESTIONS"

QUESTION 1.

Hasn't the Texas Statue of Limitations in Texas which is 4 (four) years and the time-barred debt expired? The rules and regulations and mortgage law states the defendants have no right to proceed with any type of lawsuit or foreclosure procedures against me, because time has expired, and they have forfeited these rights. Then, should not all bodies of just and rightful agencies, courts, and laws protect me, the people? (See all of my Exhibits).

QUESTION 2.

Since defendants claim I have not paid mortgage in years, do they have proof I have not? No, they don't. Since my home has been flipped, dipped , ripped, tripped, gripped, by approximately ten different mortgage companies, then what happened to my mortgage payments and \$20,000 down payment that was made years ago? Is it defendants' fault that they only have figures of amounts on paper and no real proof of receipts that I did not pay, then they have no leg to stand on, and I should be given my title or deed to my home free and clear. Is it my fault by my subprime mortgage home being sold so many times, that many of my records of payments have been lost, or miss-posted?

QUESTION 3.

Tell me, am I not guaranteed the "unalienable rights" to "life, liberty and the pursuit of happiness." as guaranteed to me by the United States Declaration of Independence? This powerful Declaration right says has been given to all human beings by their Creator, and which governments are created to protect.

QUESTION 4.

Then, was I not pursuing my right to life, liberty and the pursuit of happiness when the defendants are trying to take away my precious home? Is the government and courts and agencies not suppose to take up for me when this ruthless aggressive bank, Deutsche based in Germany, and their collection agency, Ocwen Loan Servicing is trying to take away my hard-earned money, home insurance, \$20,000 down payment , expensive property taxes,(\$4,000) a year, and throw my children, grandchildren, puppy and dogs out of our home? Since, I even provide bread and water for the near-by squirrels and raccoons, who jump on top of my roof, running from dogs and other animals, and trying to survive in the trees from the harsh cold or hot elements.

QUESTION 5.

Question this: Am, I, a women, in her sixties with a disability qualified under disability regulations? Don't I have certain rights under the HAMP, HOPE , White House programs, and government agencies to be protected? Then, why did Ocwen Loan Servicing, LLP, talk about a loan modification for me of \$1,700 a month mortgage payment when my notes were \$880 a month; a total loan balance of \$304,000, when I purchased the home for \$95,000 back years ago. The market value of the home is \$156,000, but damages the insurance company, Assurant Insurance Co. has not repaired, places the actual home value around \$50,000.

QUESTION 6.

Imagine this: Is this is fraudulent and efforts to force me out of my home, to scream, be scared and to RUN. Aren't the courts and agencies proud of me that I am a fighter, and I didn't tuck tail and run, but am standing up for my rights, and some people are angry with me and retaliating against me, because I won't bow down and RUN.

QUESTION 7.

Please answer me, then? Should the Courts and judges hear my voice, my cries, my agonies and my pain of the possibility of losing my home? The

defendants have had million dollar and billion dollar judgments placed against them. Recently, 49 Attorney Generals of the U.S. were awarded judgments against Ocwen for placing homeowners in houses they knew people could not afford, and then foreclosing on them; charging late fees when payments were not late; robo-signing; illegal foreclosing; breach of contract; failing to notify homeowners of foreclosures, high interest rates, etc. Currently, the Department of Justice of the U.S. has a \$14billion lawsuit against Deutsche Bank, and is trying to force them to pay, right now. These attorney generals, also, have class actions against Assurant Insurance company that Ocwen uses or did employ, because they placed lender force-placed insurance on homes that already had homeowner insurance.

QUESTION 8.

Please tell me this; answer me this: Then why since the National Settlement Administration stated that even though Ocwen and Deutsche have been accused and found guilty of the 2008 housing crisis, and all these wrong doings, then WHY have I not found justice. My accusations against the defendants are similar and the same. **PLEASE TELL ME: WILL I FIND JUSTICE AND PEACE OF MIND?**

WILL THE COURTS RIGHT THESE WRONGS AND RULE IN THIS

LITTLE, POOR TIRED HOMEOWNER? IN JESUS'S NAME, I PRAY.

AMAEN!!"# BY LOU TYLER, PLANTIFF, PRO SE. SO STRESSED!!#

SUMMARY OF THE ARGUMENTS—“QUESTIONS”

QUESTION 9.

In forma pauperis status. Seems like the Federal Court, The United States District Court, for Northern District of Texas, Dallas Division must have become angry at me, since these Judges dismissed my cases against defendants. In fact, the judge granted me in forma pauperis status (See Judge's Order in my Exhibits), but then, took this status away, only after I appealed to your court, the appeal's court 5th district. Sees by evidence, that the Court must be angry or perturbed at me because I went over their heads; therefore, they cancelled my “poverty status.”

SUMMARY OF THE ARGUMENTS—“QUESTIONS”

QUESTION 9.

In forma pauperis status. Seems like the Federal Court, The United States District Court, for Northern District of Texas, Dallas Division must have become angry at me, since these Judges dismissed my cases against defendants. They wouldn't even hear the merits of my cases, just dismissed it right away. In fact, the judge granted me in forma pauperis status (See Judge's Order in my Exhibits), but then, took this status away, only after I appealed to your court, the appeal's court 5th district. Sees by evidence, that the Court must be frustrated or irritated at me, because I went over their heads and appealed to your court; therefore, the judge or judges issued a second order and cancelled my “poverty status”—in forma pauperis status. AM I NOT STILL INFORMA PAUPERIS?

QUESTION 10

Once I became in forma pauperis, and my financial situation remained the same, am I not still in forma pauperis. Does a hasty order change my status? Since I am labeled as disabled and on a fixed income, am I not entitled to not pay the court costs. The Dallas federal court's order at Earl Cabell, 1100 Commerce Street, Dallas, TX cannot change my status, but by the Judges denying me in forma pauperis, this order can prevent me from filing my appeal since I don't have the \$500 filing fee for the appeal's court. Is this not a unjust motive?

QUESTION 11

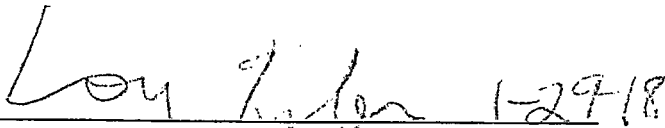
So the lower courts, U.S. District Court stated I did not show good faith. Is it not showing good faith when I'm fighting for my life, for the life, liberty and pursuit of happiness for my children, grandchildren, dog and puppy, and even, the squirrels and raccoons that I feed, since I live by a wooded area? Am I not showing good faith when I worry that I may get foreclosed on and evicted from my precious home? Is it not showing good faith, when I try to fight for my rights that are supposed to be protected by the various agencies, government, justice department, et. al.? Am I not showing good faith, for instead of turning to drugs to ease my hurt and pain, instead of robbing stores, or people, instead of living in the gutters in Tent City in Dallas, and instead of Committing suicide, because life is just not worth living? Instead of just jumping off a bridge in mid-day traffic, or killing

myself by any means necessary, am I not showing good faith by living, breathing and trying to save my house, whereas the Texas Statue of Limitations and Time-Barred Debt has expired, and these mortgage bullies have no legal right to keep flipping my home ten times, not posting money, charging me with their attorney fees, etc? Tell me: "Who am I?" HAVE I NOT SHOWED GOOD FAITH IN FAITHLY TRYING TO PROTECT MY CONSTITUTIONAL RIGHTS—THE RIGHT TO LIFE, LIBERTY, AND THE PURSUIT OF HAPPINESS?

Then, why are the Courts angry at me, gave me poverty status, and took it back, because I ask them to hear my case, because I am trying to file with the appeal's court?

I'm asking for help to stand against these powerful mortgage giants that already caused the 2007 or 2008 housing crisis? Will this Court, these honorable and respectful judges of the great state of Louisiana, review all of my documents and help find justice and help me get clear title and deed to my home, and have all the mortgage debt stated owed be dropped? In Jesus's name, I pray. AMEN AMEN AMEN!

I hope this appeals court will be a great deal fairer and more just in reading the merits of my case. I hope, you, dear judges will rule with a just hand. Thank you! May God Bless me and mine, you and yours, and may God please Bless America!

 1-29-18

Lou Tyler, plaintiff, pro se

CONCLUSION

For the foregoing reasons, the plaintiff-appellant, Lou Tyler, Respectfully request that this Court grant my title and deed to my home to me, free and clear. In addition, my family and my dogs pray that Citi-Residential may be ordered to pay me a monetary amount for my pain And suffering, and placing my home in the HOME MORTGAGE CRISIS THAT RIPPED THROUGH THE UNITED STATES, AND THROUGH TORE UP THE LIVES, HOMES, AND DREAMS OF HARD-WORKING HOMEOWNERS ALL OVER THE UNITED STATES.

These mortgage and finance companies rocked the Stock Market, banks, and single-handedly brought down the economy, closing and bankrupting once profitable banks and businesses like Washington Mutual and Wachovia Bank. Some individuals committed suicide as a result due to losing their homes, jobs, family, and life savings, all at one time. Even GMC and other big named car dealerships shamefully had to obtain federal government stimulus bailout monies. Citizens immediately became homeless and hopeless, jobless, depressed, and stressed, placing the World and the Nation in a nightmarish **RECESSION**, and near **DEPRESSION**.

CONCLUSION

#13

The petition for a writ of certiorari should be granted.

Respectfully submitted,

Lon J. Taylor

Date: 1-29-18

~~April~~ 2018
May 4 2018