

**IN THE FIRST DISTRICT COURT OF APPEAL OF THE
STATE OF FLORIDA**

ISHANNA M. IBLE and others,
Appellant(s),

Vs.

WELLS FARGO BANK, N.A.,
as self and/or AS TRUSTEE FOR CITIGROUP
MORTGAGE LOAN TRUST as self and/or depositor,
SERIES 2004- OPT1, ASSET BACKED PASS
THROUGH CERTIFICATES, SERIES 2004- OPT1,
and all its affiliates,
Appellee(s),

INITIAL BRIEF*

Case: 1D2023-0623

RECORD IS INCOMPLETE. ORAL ARGUMENT REQUESTED.

Ishanna Ible, pro se et alii
Appellant
E: ishanna@theible.com

CONFIDENTIAL NOTICE

All parties are responsible to protect confidential information under Florida Rules of Judicial
Administration 2.420 and 2.425. Notice of Confidential information within court Filing.

CERTIFICATION OF INTERESTED PERSONS
AND CORPORATE DISCLOSURE STATEMENT

Lower Tribunal:

WAKULLA COUNTY & LEON COUNTY

Smith, Layne	Circuit Judge
Flurry, Ronald	Circuit Judge
Shelfer, James	Retired Circuit Judge
James, Greg	County Clerk
Howard, Racheal	Probate Clerk

Non-Parties:

U.S. Attorney's Office	
U.S. Congress	
CFPB, OC, FTC, FDIC	
Fitzpatrick, Martin	Federal Magistrate
Walker, Mark	Chief Judge

Parties:

Ible, Ishanna	Appellant
Wells Fargo Bank, N.A.	Appellee
Citigroup Mortgage Trust	Appellee
Ocwen Mortgage Servicer	Appellee

PHH Mortgage	Appellee
Aldridge Pite LLP	Appellee
Greenberg Traurig, P.A	Appellee
Mello, Kimberly	Appellee
Reck, Linda	Appellee
Leon, Brandon	Appellee
Zimmerman, Nicole	Appellee
Scolaro, Andrew	Appellee
Kite-Powell, Julie	Guardian Ad-Litem for Appellant(s)
Edward, Patricia	Appellee
Ball, Haywood	Appellee
Fidelity Guarantee	Appellee
Florida Commerce Credit Union	Appellee
Ible, Ursula Elijah Isaiah	
Ible, Conrad	Original Builder/ Owner in rem
CFPB, Federal Reserve	Appellant
United State of America	Appellant

*Appellant hereby certifies that this CIP is complete to the best of its knowledge and belief.

TABLE OF CONTENTS

Title	Page
TABLE OF CONTENTS.....	4
TABLE OF CITATIONS.....	5
PREFACE.....	7
SUMMARY OF THE ARGUMENT.....	8
STATEMENT OF THE CASE AND FACTS.....	9
ARGUMENT & CONCLUSION.....	21
CERTIFICATE OF COMPLIANCE AND SERVICE.....	15

TABLE OF AUTHORITIES

United States Constitution.....	8,9,10,13
Florida Constitution.....	8,9,10,13
Consent Order of the CFPB.....	13, 14

Cases **Page**

<u>Hauer Et Al. vs Thum.</u> 67 So. 2d 643 (1953).....	9
<u>Mc Collem v. Chidnese,</u> 832 so. 2n 194 Fla. District Court of Appeals, 4 th District 2002.....	10
<u>CMB Monaco v. Smagin and Yegiazaryan v. Smagin</u> 22-383.....	14

Statutes **Pages**

<u>Fla. Stat. 817.16- False Reports, etc., by Officers of Banks, Trust Companies, etc., with Intent to Defraud.....</u>	8, 10
<u>Fla. Stat. 817.545- Mortgage Fraud / Fraud obtained Mortgage.....</u>	8, 9, 10
<u>Fla. Stat. 760.25- Discrimination in the Financing of Housing or in Residential Real Estate Transactions.....</u>	11
<u>Fla. Stat. 45.0315 Right of redemption.....</u>	8, 10, 11, 12
<u>Fla. Stat. 760.37- Discrimination in the Treatment of Persons.....</u>	10
<u>Fla. Stat. 768.23- Wards of the Court.....</u>	11

Fla. Stat. 817.54- Obtaining of mortgage, mortgage note, promissory note, etc., by false representation.....8, 9, 10, 11, 12

Fla. Stat. 825.103- Exploitation of a disabled adult; penalties.....11

Fla. Stat. 736. Chapter- Duty and Void the Trust..... 14

Fla. Stat. 736.0413- Cy Pres.....14

Florida False Claims Act (“FFCA”)13, 14

Florida Rule of Civil Procedure Pages

1.351 (c)- Expenses on Failure to Admit.....10

Florida Evidence Code Pages

90.106.....11

Federal Laws Pages

15 U.S. Code § 1692f - Unfair practices.....8.9.10.11.12

15 U.S. Code § 1692e. False or misleading representation.....8.9.10.11.12

Servicemember Civil Relief Act (SCRA).....10

RICO.....11, 13

Amdt 14. S1.8.1.2.....13

Federal Law 28 U.S. Code 1983.....14

Federal False Claims Act (“FCA”)14

PREFACE

ISHANNA M. IBLE

(“Ms. Ible”)

WELLS FARGO BANK, N.A., as self and/or AS TRUSTEE FOR CITIGROUP
MORTGAGE LOAN TRUST as self and/or depositor, SERIES 2004- OPT1,
ASSET BACKED PASS THROUGH CERTIFICATES, SERIES 2004- OPT1, it’s
counsels, and affiliates/ syndicate (“Well Fargo”)

SUMMARY OF THE ARGUMENT

The Appellee, Well Fargo juxtaposed two separate loan accounts together then used purported notices of confidentiality, blocked right of redemption and other deceitful procedural conditions in contradictory terms to hide financial crimes committed by itself and others.

Ishanna Ible is the sole benefactor of the mortgage insurance check and superior holder of the property in rem. She has been under contract with her deceased mother for the property in rem to stay in her possession indefinitely since September 9, 2006. She was protected under the SCRA (“Servicemember Civil Relief Act”) when the fraudulent judgement case was presented and illegally made on July 31, 2018 on non-borrowers (“Isaiah , Elijah, Ursula, and Ishanna Ible”).

Ms. Ible’s father, surviving ex spouse of Deanna Baker Ible, CONRAD IBLE, made a handwritten response claiming that the quit claim deed recorded was a sham and the land was for the children’s use and development (R 142). This document was never disputed by the BANK. Not only the mortgage was a sham (“Fla. Stat. 817.16 & Fla. Stat. 817.545”) but also the sale of the vacant lots on June 20, 2007 was a sham sale between the Co-Trustees of the Trust and Saye Dorothy A. and Weaver Jo Beth as listed in the record (R 143).

Persons and Colors of the law violated the constitution of Florida and the United States, while Ms. Ible has made a very serious commitment to investigate this case, protect the people of the United States, and respect her mother’s dying wishes. The events that transpired are a plethora of racketeering and abuses from courts, estate representatives, counsels, judges, and persons. They repeatedly failed

to follow the laws that grant its authority and follow the consent order from the CFPB.

STATEMENT OF THE FACTS

1. On and around September 9, 2006, Ms. Ible went into a note with her mother, Deanna Baker Ible to settle in full a mortgage attached to real property 107 Stuart Cove Rd, Crawfordville, FL 32327.
2. On November 20, 2006, Deanna Baker Ible passed away from breast cancer.
3. On and around November 20, 2006, Ms. Ible had a check in the amount to pay in full the existence of a mortgage belonging to Deanna Baker Ible.
4. Ms. Ible never received a true and timely report on the DEANNA BAKER IBLE TRUST and/or DEANNA BAKER IBLE ESTATE financial reports. The Appellees conspired to defraud. See Hauer Et Al. vs Thum.
5. The illegal suit from Wells Fargo became a stimulus for Ms. Ible to make discovery on FLORIDA COMMERCE CREDIT UNION, TRUST ATTORNEY HAYWOOD BALL, DEANNA BAKER IBLE TRUST and/or DEANNA BAKER IBLE ESTATE for the missing \$400,000+ in the estate.
6. On and around July 2017 Ms. Ible, the *tunc et nunc* superior holder of the property *in rem* produced in court proof of a copy of the check and reaffirmed that the property was free and clear of any mortgage or deficiency judgement from the deceased, DEANNA BAKER IBLE (“11”) eleven years before their illegal filing (R140).
7. On and around October 27, 2017, GUARDIAN AD-LITEM, JULIA B. KITE-POWELL, submits another affirmative defense that a foreclosure, which is a deficiency judgement could not be sought against any defendant(s) that are not a party to the underlying subject note and mortgage as it would be a violation of the state and federal constitution.

8. Wells Fargo affirmed Ms. Ible's affirmative defense and removed ISHANNA M. IBLE from the suit (R 149) of the record but attempt to default on other non-borrowers from a purported title. Ishanna Ible is forced to intervene.
9. Judge Shelfer states no attorney fees would be attached to the judgement. See: Mc Collem v. Chidnese,
10. Shortly after Ms. Ible entry into the case Ms. Ible personal bank account with WELLS FARGO BANK was blocked from making purchases and accessing the online bank app while receiving 'KKK' Captchas. Ms. Ible was told by their representatives she was required to report her whereabouts though she was in her normal domestic area and had spent years traveling with no requirement like that. She had been using this fifteen-year-old account without any interruption. These events along with dealing with this case caused an intense amount of emotional and mental distress. She closed her account and notified the FBI's Internet Crime Center and my active military spouse's command on October 31st, 2017 of the cyberterrorism prohibited by Federal Law 18 U.S. Code § 2332b.
11. Federal strictly prohibits retaliation and in Florida it is a violation in many accounts including, Fla. Stat 760.37.
12. Wells Fargo admitted to blocking redemption and committed criminal acts in its use of the principle of failure to act and commitment to Fla. Stat. 817.16.
13. ATTORNEY HAYWOOD BALL failed to dispute the cause of action against him and the Trust.
14. On July 31, 2018, the assigned Judge at the time JUDGE JAMES SHELFER abridge the rights of the survivors of Deanna Baker Ible and deprived the beneficiaries of equal protections of the laws. By blocking the investigation and ruling in the bank's favor.
15. Fla. Stat. § 744.446 (4) states: *"In the event of a breach by the guardian of the guardian's fiduciary duty, the court shall take those necessary actions to protect the ward and the ward's assets."*

16. Florida evidence code 90.106 states that a Judge “may not sum up or comment on a case before a jury and/or trial”.
17. Fla. Stat. 760.25 prohibits these types of transactions. Also see Fla. Stat. 817.54- Obtaining of mortgage, mortgage note, promissory note, etc., by false representation.
18. Judge Shelfer was in fact the only person who saw the purported exhibits. No exhibits were ever served to the defendants Isaiah, Elijah, Ursula, and Ishanna Ible, making the whole case null.
19. Wells Fargo lies that they provide the documents to all the defendants. They would repeatedly lie that defendants were served the required exhibits to verify the complaint. (R191).
20. Wells Fargo commits exploitation of disabled adults. See Fla. Stat. 825.103.
21. On and around January 11th, 2018 parties notified of Ms. Ible’s military (“SCRA”) status.
22. Entry of a deficiency will deprive said defendant(s) of their right under the Constitution of the U.S. and the State of Florida. That is exactly what they did for the next seven plus years including attacks to good name, body, property, personal banking, business, and international trademarks.
23. The BANK had come into equity with unclean hands through an illegal transaction. See Hauer Et Al. vs Thum 67 So. 2d 643 (1953). See Fla. Stat. 817.545- Mortgage Fraud / Fraud obtained Mortgage.
24. Appellant, ISHANNA M. IBLE (“MS. IBLE”) also sought discovery on WELLS FARGO BANK to redeem the property in rem to their racket when the racketeering (“RICO”) would not cease. But all efforts were blocked fully and intentionally. See:
 - i. (R 361) – proof of redemption attempt to Ocwen.

- ii. (R 362) – proof of MERS not mentioning WELLS FARGO or any of its subsidiaries or affiliates.
- iii. (R 363) -another pleading for information to do redemption.
- iv. (R 371)- Wells Fargo files notice of filing the original note and mortgage. No defendant has seen it before or after Judge Shelfer’s filing. Uses confidential information claim to block necessary information to verify legitimacy of claim against the non-borrowers.
- v. (R 387)- Purported note describing transfers and benefactors’ acceleration.
- vi. (R 391- 397) Reports of no prior service for borrower: ESTATE OF DEANNA IBLE. Observe dates.

25. During the discovery and redress to the issues WELLS FARGO BANK intentionally blocked Ms. Ible from finding evidence of the financial crimes committed against her and the other beneficiaries. They blocked her right of redemption as they defamed her name, threatened her, caused losses and hurt the name of others by publishing the illegal deficiency judgment in the Wakulla Newspaper and acts asserted in the record. List of some evidence:

- i. Forgery of DEANNA BAKER IBLE’s Initials on the Certificate of Possession pursuant to Fla. Stat. 702.015(4) page 91. No ID or verification made on a “Farid Farghali” by notary.
- ii. Email confirmation of PHH (the servicer’s empty promises to redemption)- *gross negligence pattern from 2017-2023.
- iii. Letter of PHH’s Consumer Ombudsman – no follow up or objects from PHH - *gross negligence pattern. PHH merged with previous servicer, Ocwen, both gross negligence and pattern of perjuries from their counsel(s).
- iv. Fax from Ms. Ible with post notes from agent of Ocwen, where they never followed up. Actively avoided Relator in obtaining redemption and their counsel ALDRIDGE

PITE LLP, claiming to be a debt collector ran a racket in this court. (R 361)

- v. False statement from Wells Fargo Bank, et. al. in Federal Court.
- vi. Mail Fraud with numerous omissions that would reveal two purported mortgage accounts purported together with no clear history or transfers.
- vii. Audio records of PHH of willful ignorance and mediator of Wells Fargo willful ignorance, mens rea, who is a victim of their false claims, false account openings of which they settled with the CFPB in December 2022. They have paid no victims as of date.

26. Wells Fargo Bank made numerous foreclosures against non-borrowers while lying to state and federal agents.

27. Published is the consent order from the CFPB. See [2022-CFPB-0011_Wells Fargo Bank N.A. - Consent Order \(consumerfinance.gov\)](#)

28. See RICO; failure to provide redemption/ the right to stop a foreclosure constitutes as injury. Failure to pay an arbitral award or order also constitutes as injury. See in *CMB Monaco v. Smagin* and *Yegiazaryan v. Smagin*.

29. Ms. Ible always has a right, like every person, to justice. No State shall make or enforce any law which abridge the rights, privileges or immunities of citizens and/or persons of the United States; nor shall any State deprive any person within its jurisdiction of life, liberty, property, and equal protection of the laws. See U.S. and Florida Constitution. Also Amdt 14. S1.8.1.2.

30. March 23, 2023 foreclosure was another count against Wells Fargo of filing a foreclosure for an inadequate and ill-gotten mortgage (R 194).

ARGUMENT & CONCLUSION

THEREFORE, Ishanna M. Ible is the *tunc et nunc* superior holder of the property *in rem* and it is commanded that the certificate of title reflect as such. Judges that have made efforts against this reality are to be reprimanded and their bond seized. Any and/or all assertions and citations stated before against the Wells Fargo are true. It is also commanded that the order of the CFPB be enforced to collect Wells Fargo defaulted in the affidavit of damages. Wells Fargo must redress the damages it has caused to the non-borrowers: Ishanna, Ursula, Elijah, and Isaiah Ible as it is commanded by the consent order, and ruled by the U.S. Supreme Court in *CMB Monaco v. Smagin* and *Yegiazaryan v. Smagin*. Furthermore granted in the Florida False Claims Act (“FFCA”) AND the Federal False Claims Act.

There exists substantial evidence in the record to make a summary judgment for the immediate dissolution of the estate of Deanna Baker Ible by *Cy Pres* Fla. Stat 736.0413 for respect to the laws listed under chapter 736 of the Fla. Stat and Fla. Stat. 817.545. The lower court blocking justice on the issue is criminal (“Federal Law 28 U.S. Code 1983”), and not appointing counsel to protect vulnerable adults or make legal aid available is also damaging. A court that dismisses the constitution(s) invalidates its authority. These failures show a syndicate of ineptitude; this is a criminal matter.

Amor et veritas,

Ishanna Marguerite Ible, Pro se et alii



CERTIFICATE OF COMPLIANCE & SERVICE

I HEREBY CERTIFY that this brief is in compliance. Also a true and correct copy of the foregoing has been furnished via email and e-service through the State of Florida E-Filing Portal to the Appellate Court, PHH Mortgage and WELLS FARGO's counsel Kimerly Mello.

DATED this 11th day of September 2023.

Quoqueque jeceris stabit,

Ishanna Marguerite Ible

Pro se et alii

9/11/2023

