UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MICHIGAN

FILED - LN
September 25, 2024 11:11 AM
CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY: piw / SCANNED BY

JEFFREY RYAN FENTON,

PLAINTIFF

v.

VIRGINIA LEE STORY ET AL.,

DEFENDANTS

CASE NO. 1:23-CV-01097

NOTICE, DECLARATION, AND MOTION REGARDING THE NAMING AND ADDRESS OF DEFENDANT BANK OF AMERICA IN THIS LAWSUIT[1]

Plaintiff brings this testimony and motion pursuant to 28 U.S. Code § 1746, Fed. R. Civ. 15[2](a[3])(2[4]), Fed. R. Civ. 15(c[5]).

I, Jeffrey Ryan Fenton, declare under oath as follows:

1. I am the plaintiff in this federal lawsuit (Case No. 1:23-cv-01097).
2. I am a citizen of the United States of America, born in Washington State.
3. I am domiciled in Genesee County, Michigan.
4. My mailing address is 17195 Silver Parkway, #150, Fenton, MI 48430-3426.
5. My phone number is (615) 837-1300. My email address is contact@jefffenton.com.
6. Ms. Fawn Fenton (hereinafter "Ms. Fenton", "wife", or "ex-wife") and I were together for fifteen years, thirteen during which we were married.

[1] Citations to the court record in this lawsuit will be notated without the case name or number, using the starting ECF Number, followed by both the beginning and ending Page ID, which is abbreviated as "PID."

[2] https://www.law.cornell.edu/rules/frcp/rule_15

[3] Amendments Before Trial

[4] Other Amendments

[5] Relation Back of Amendments

Initials:

PRO SE LITIGANT - MERITS RULE OVER TECHNICALITIES

7. I am acting in a *pro se*[6] capacity in this lawsuit by necessity and entitled to a liberal reading and less stringent standards since my filings have been prepared without assistance of counsel. See *Haines v. Kerner,* 404 U.S. 519, 92 S. Ct. 594 (1972).

PARTY: BANK OF AMERICA

8. In my original complaint[7] filed in case 1:23-cv-01097 in the United States District Court for the Western District of Michigan on 10/13/2023, I correctly named Bank of America as a defendant in my complaint.

9. Shown in ECF 1, PID.3[8], the complaint states, "Bank Of America, N.A. is a financial institution located at 4909 Savarese Circle, Tampa FL 33634 (hereinafter "BOA")."

10. This naming syntax was 100% correct to the best of my knowledge, and never should have been changed. For the record, it was never intentionally changed either.

11. Consequently, every mention of "Bank of America" in my AMENDED COMPLAINT FOR TORTIOUS CONDUCT AND INJUNCTIVE RELIEF (hereinafter "FAC"), filed in Lansing on 8/21/2024, in ECF 66, PID.4870-5007 was written with the *intent* of referring to this exact same business entity, "Bank Of America, N.A. is a financial institution located at 4909 Savarese Circle, Tampa FL 33634 (hereinafter "BOA")."

12. Unfortunately, while verifying and vetting entity names throughout the defendants in this lawsuit, registered service agents, and addresses, immediately prior to filing my FAC, I accidentally changed the entity type/name of Bank of America's interest from "Bank Of America,

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[6] ECF 1-35, PID.1960

[7] See attached exhibit 'A'.

[8] See attached exhibit 'A-2'.

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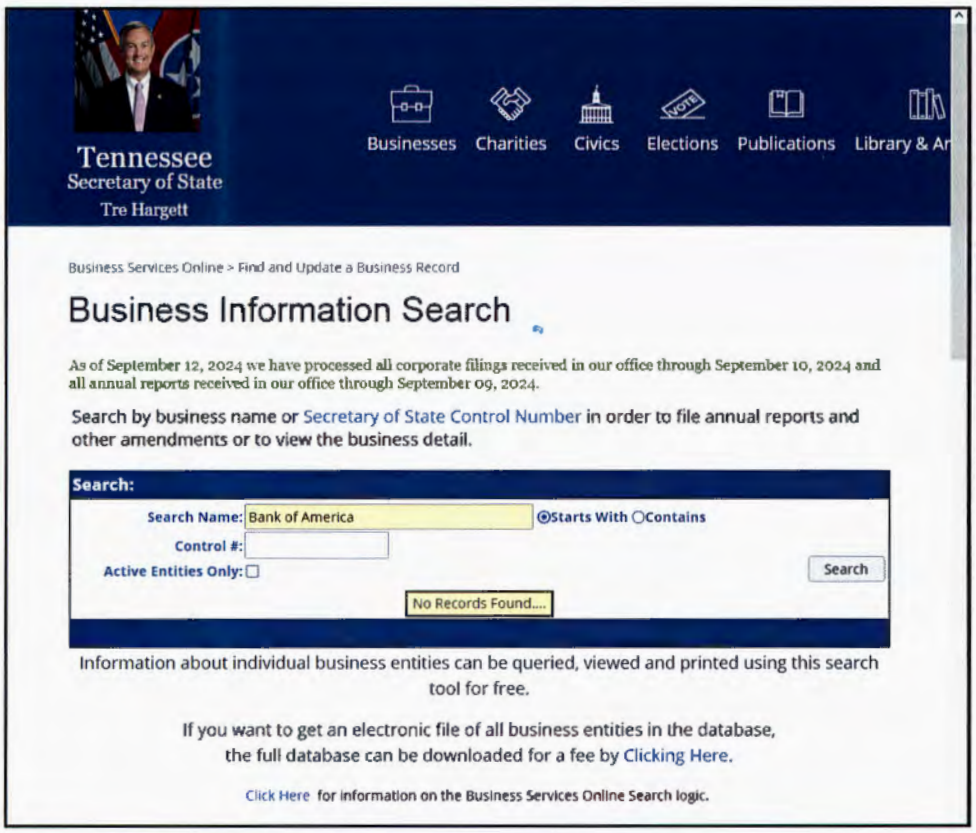
N.A.[9]" to "Bank of America Corporation[10]", while still using the same address of 4909 Savarese Circle, Tampa, FL 33634-2413 (hereinafter "BOA")."

13. As shown on Page 5 of my FAC[11], in ECF 66, PID.4874, it states, "Bank of America Corporation is a financial institution located at 4909 Savarese Circle, Tampa, FL 33634-2413 (hereinafter "BOA")."

14. To be honest, I didn't even notice this clerical error when I made it.

15. I was working using the "Business Information Search[12]" on the Tennessee Secretary of State's website, verifying the business names, addresses, and service preferences for each of the Tennessee firms party to my lawsuit.



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9 ECF 1, PID.3

10 ECF 66, PID.4874 | See attached exhibit 'B'.

11 See attached exhibit 'B-2'.

12 https://tnbear.tn.gov/Ecommerce/FilingSearch.aspx

Initials:

16. The only memory I have related to searching for "Bank of America" during this time, was that there were "No Records Found". Which honestly wasn't even a concern for me, because BOA is such a massive institution. I was aware of needing to verify any name and address changes by the smaller entities, but I honestly wasn't aware of any differentiation between "corporation" or "N.A.". In my mind, "Bank of America" was "Bank of America", though I did have some confusion over which address to use for service.

17. At one point in my research, I came to believe that 100 North Tyron Street, Charlotte, NC 28202 was the best address to serve BOA at, as is evident by looking at my Proposed Summons[13] filed on 1/19/2024 in ECF 16-1, PID 2303, which is also the address I had pre-printed on my summons when I took it into the court to get it signed by the clerk on August 19, 2024, at which point the clerk crossed out the word "Corporation" and wrote above it in ink pen "N.A.". (The difference was completely lost on me at that time. Again, in my mind, "Bank of America" was "Bank of America", I thought that was plenty of specificity for naming the entity in my lawsuit.)

18. Regarding which address to send service to, I ultimately decided to stick with the same address for Bank of America, which I believe is responsible for my injuries[14], that being "4909 Savarese Circle, Tampa, FL 33634-2413". (I was performing ZIP+4 lookups at the same time, using the USPS's website[15], trying to ensure that I had the most accurate addresses for serving the lawsuit via USPS Certified Restricted Delivery.)

19. I failed to realize that there was a problem with how I had *named* "Bank of America"

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[13] See attached exhibit 'C'.

[14] As listed in my ex-wife's bankruptcy case: Case 3:19-bk-02693, Doc 8, Filed 04/26/19 and on Doc 13, Filed 05/01/19.

[15] https://tools.usps.com/zip-code-lookup.htm?byaddress

Initials: JRS

in my lawsuit, until I saw a note in PACER dated 8/21/2024 by the Court Clerk (pjw), which states: "08/21/2024 SUMMONS NOT ISSUED as to defendant Bank of America Corporation (none provided) (pjw) (Entered: 08/26/2024)"

20. As far as I was concerned, there hadn't been any changes to the defendant Bank of America, except that I debated which address I should serve them at, while having listed the same *correct* address on both my original complaint as well as on my FAC.

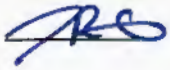
21. Additionally, I had a summons with Bank of America's name on it, which I was planning to use for service[16], but after seeing this note in PACER I called the court clerk to inquire about the discrepancy.

22. At that point, the clerk of the court brought to my attention that I had mixed-up how I was *naming* Bank of America as both "Bank of America, N.A." and "Bank of America Corporation", while the clerk stressed that they are not one in the same.

23. I pointed out to the clerk that I had used the same business address on both complaints, that being, "4909 Savarese Circle, Tampa FL 33634", even though I did accidentally use a different address on the summons, (100 North Tyron Street, Charlotte, NC 28202). To which the clerk said that it is more important to have the company's *name* correct on the complaint than their *address*.

24. I inquired about how to fix this minor clerical error, and the clerk recommended that I file an Amended Complaint; but then upon realizing that I had already filed my FAC, the clerk informed me that since this would be my *second* amended complaint, that I would need to request leave of the court first.

[16] See attached exhibit 'E'.

Initials: 

25. Additionally there is the concern that I just served all the defendants in this lawsuit, and went to an exhaustive amount of work and expense in doing so, and I can't afford to reprint roughly thirty complaints to reserve them all, while there is no material change needed in the complaint as it stands, I simply *misnamed* Bank of America as "Bank of America Corporation" rather than as "Bank of America, N.A.", without ever noticing my mistake. In my mind, it has always been the same entity, Bank of America, without knowing or understanding the different entity types or significance, whether those are state, federal, or globally registered names/brands/entities. While I'm not even sure where I might find such precise information regarding their business licensing, industry or division specific entity type, along with their registered agent and preferred service address.

26. That is why I reverted back to using the service address which I originally had for Bank of America, related to the injuries caused me by the company, that being the 4909 Savarese Circle, Tampa FL 33634-2413.

27. Unfortunately, I didn't realize that I had accidentally *misnamed* "Bank of America, N.A." as "Bank of America Corporation", during this process.

N.A. IS A TYPE OF CORPORATION

28. After this mistake was brought to my attention, I went on a quest to learn the differences between "N.A." and "corporations" (while also trying to figure out *how* to *fix* this with the court), during which I discovered several related questions asked on Internet forums, which had answers provided by attorneys. I'll use the example below, since the conclusions were the same, to explain what I learned.

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29. Online Question[17]: "Is a national association bank a corporation? My understanding is that a "national association" bank is not registered in any state corporate records, but rather with the U.S. Office of the Comptroller of the Currency. So my conclusion is that an "N.A." bank is NOT a corporation, but rather a special unique type of registered business entity. Is that correct?"

30. Online Answer 1[18]: "No that conclusion is incorrect. They are chartered under the federal government rather than pursuant to local or state law. The term NA means National Association but they are still corporations."

31. Online Answer 2[19]: "They are chartered and registered with the US office of Comptroller however they are corporations none the less."

32. My Online Conclusion: Since "N.A." is a *type* of corporation, I may not even need to change this for the court. "N.A." apparently describes the *type* of corporation (generic term) which Bank of America is, while I did not specify the corporation *type*. This may not be an incorrect term to use in reference to Bank of America, it is simply less specific than by using "N.A.". On the other hand, since I used this in the context of *naming* the company in my lawsuit, not *describing* the company, I may have very well *misnamed* the company and if nothing else, it obviously causes confusion.

33. Regardless of semantics, since the court clerk thought this needs to be corrected, while I have devoted a fair amount of time and research to the matter (in an effort to learn *how* I might *fix* this), I'm going to go ahead and correct this for the court record to the best of my ability and understanding.

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[17] https://www.avvo.com/legal-answers/is-a-national-association-bank-a-corporation--1431720.html

[18] Richard J. Chertock, Real Estate Attorney in Merrick, NY, Licensed for 37 years

[19] Ernest DuBose, Criminal Defense Attorney in Brooklyn, NY

Initials: JRS

BANK OF AMERICA'S ROLE IN THE CAUSE OF ACTION FOR THIS LAWSUIT

34. Bank of America was the lender who held our first mortgage[20] in my ex-wife's name (Fawn Fenton) to our equally invested in[21], purchased[22], and owned Brentwood, Williamson County[23] marital residence, deeded[24] to us both as "tenancy by the entirety[25]" of 1986 Sunnyside Drive, Brentwood, TN, 37027.

35. According to our 2017[26] & 2018[27] 1098 Mortgage Interest Statement from Bank of America, it shows the lender's name, street address, city, state, zip code, and federal identification number as follows:

BANK OF AMERICA, N.A.
CUSTOMER SERVICE
PO BOX 31785
TAMPA, FL 33631-3785
800-669-6607
FIN: 94-1687665

36. The Bank of America account number that this applies to, as listed on our 1098 was 231099135, while the address of our property securing the mortgage was: 1986 SUNNYSIDE DRIVE, BRENTWOOD, TN 37027-5404.

37. Bank of America is being sued for their involvement in my ex-wife's bankruptcy[28] and as our mortgage holder prior, as related to my wrongful eviction from and the fraudulent sale

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[20] See attached exhibit 'F'.

[21] ECF 42, PID.3665-3676 | https://rico.jefffenton.com/evidence/1986-sunnyside-property-improvement-highlights.pdf

[22] ECF 42, PID.3631-3657 | https://rico.jefffenton.com/evideuce/2011-04-29_1986-sunnyside-premarital-assets-invested.pdf

[23] ECF 19-1, PID.2629 | https://rico.jefffenton.com/evidence/1986-sunnyside-brentwood-tn-2019-property-taxes.pdf

[24] ECF 19-1, PID.2624-2628 | https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf (See attached exhibit 'G'.)

[25] ECF 19-1, PID.2620-2623 | https://rico.jefffenton.com/evidence/2011-04-29_fenton-marital-residence-tenancy-by-entirety.pdf

[26] See attached exhibit 'F-6' & 'F-7'.

[27] See attached exhibit 'F-3' & 'F-4'.

[28] See attached exhibit 'H'.

Initials: JRS

of our Brentwood marital residence. This action rendered me destitute and homeless almost instantly, with no notice or opportunity to save my property interests, despite me having access to the money and trying to save it[29] while defendant Story refused me that opportunity.

38. That choice was not defendant Story's, nor was it lawfully defendant Binkley's choice to make, because the Federal Courts had both *original* and *exclusive* jurisdiction over our marital residence, since my ex-wife and her counsel had secretly entered it into a federal bankruptcy estate 39-days *before* any action was filed in a *state* court, and 97-days before I first stood before defendants Binkley and Story in Chancery Court.

39. The Chancery Court illegally exercised jurisdiction over my marital residence as one of their highest priorities, without any lawful or equitable consideration of the consequences to me, for the specific purpose of wrongfully depriving me both of my constitutional rights and my valuable Brentwood real property interests.

40. They did this rather than proceeding in proper form in Federal Court because they were specifically prohibited from compelling the sale of our marital residence by Federal Bankruptcy Law, 11 U.S.C. § 363(h)(3).

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11 U.S.C. § 363(H): "NOTWITHSTANDING SUBSECTION (F) OF THIS SECTION, THE TRUSTEE MAY SELL BOTH THE ESTATE'S INTEREST, UNDER SUBSECTION (B) OR (C) OF THIS SECTION, AND THE INTEREST OF ANY CO-OWNER IN PROPERTY IN WHICH THE DEBTOR HAD, AT THE TIME OF THE COMMENCEMENT OF THE CASE, AN UNDIVIDED INTEREST AS A TENANT IN COMMON, JOINT TENANT, OR TENANT BY THE ENTIRETY, ONLY IF- (3) THE BENEFIT TO THE ESTATE OF A SALE OF SUCH PROPERTY FREE OF THE INTERESTS OF CO-OWNERS OUTWEIGHS THE DETRIMENT, IF ANY, TO SUCH CO-OWNERS; (EMPHASIS ADDED).

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[29] ECF 37, PID.3440, Paragraphs 124-128 | https://rico.jefffenton.com/evidence/fenton-family-finances-property-education-experience.pdf

Initials: JRS

41. It was physically impossible[30] for any compelled sale of our marital residence to be of greater *benefit* to the *bankruptcy estate* (as required by law), than it clearly would be a *detriment* to *me*, the other equally invested and deeded *co-owner* of our home.

42. As explained on pages[31] 4 & 5 of my "DECLARATION OF IRREFUTABLE PROOF OF A CRIMINAL CONSPIRACY SPANNING STATE AND FEDERAL COURTS (Rev. 3/13/24)", in Fact #6, subparagraph (c): "The forced sale of the marital residence was of absolutely "no benefit to the bankruptcy estate." (See exhibit "J."[32]) The home auctioned for exactly the amounts owed on the two mortgages[33], while this came of absolutely no surprise to the defendants, it was by design. The sale proceeds did not pay off one dollar of unsecured debts, nor put a dollar in either my pocket or my exwife's (to my knowledge).[34]"

43. Similarly, I had lawful physical possession of our marital residence, since my ex-wife had voluntarily vacated our home and rented herself an apartment roughly a year prior.

44. Neither court had lawful jurisdiction, grounds, and authority to evict me from my home, yet that did not stop them from doing so. They egregiously leveraged four armed deputies from the Williamson County Sherriff's Office to execute and enforce my wrongful eviction from my home, with only a five-day notice over a holiday weekend, when no help could be reached and no replacement shelter or provision was available for me within the State of Tennessee. Forcing

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[30] ECF 53, PID.4258-4349 | DECLARATION OF IRREFUTABLE PROOF OF A CRIMINAL CONSPIRACY SPANNING STATE AND FEDERAL COURTS | https://rico.jefffenton.com/evidence/2024-03-13_irrefutable-proof-of-criminal-conspiracy.pdf

[31] ECF 53, PID.4261-4262 | https://rico.jefffenton.com/evidence/2024-03-13_irrefutable-proof-of-criminal-conspiracy.pdf

[32] ECF 53-10, PID.4309-4310 | https://rico.jefffenton.com/evidence/2024-03-13_irrefutable-proof-of-criminal-conspiracy.pdf

[33] Combined with the auctioning fees and closing costs. | ECF 48, PID.4019-4029 | https://rico.jefffenton.com/evidence/2019-10-29_1986-sunnyside-real-estate-deed-fraud.pdf

[34] ECF 48, PID.4002-4003 | https://rico.jefffenton.com/evidence/2019-10-10_chancery-no-proceeds-from-forced-auction.pdf

Initials:

my geographic displacement to the State of Michigan[35], five-hundred and seventy-seven miles away, to obtain emergency replacement shelter and provision from my elderly mother.

SPECIAL REQUEST, IN BAD FAITH, TO SELL OUR MARITAL RESIDENCE

45. In the individual bankruptcy filing[36], secretly executed by my ex-wife and her counsel, without providing me with **any notice**[37] of financial failure, mortgage default, or filing bankruptcy; on April 26, 2019, my ex-wife and her counsel (defendant Ausbrooks) entered on her Chapter-13 bankruptcy petition, in Appendix D, Part 9, Nonstandard Plan Provisions, the following request[38]: "Debtor moves for permission to sell real property located at 1986 Sunny Side Drive Brentwood, TN 37027 Williamson County, within 180 days of confirmation with no payments being made in the interim. The liens of Bank of America, NA and BanCorp South shall be satisfied in full and all remaining proceeds after Debtor's homestead exemption and costs of sale shall be paid to the Chapter 13 Trustee for the benefit of the estate."

46. To be clear, this language asked the bankruptcy court for permission to sell real property owned by Ms. Fenton *and* one other equally deeded party, *me*, as tenancy by the entirety. The fact that I co-owned the marital residence can be easily verified by checking the property deed[39] and/or the property tax records[40] on which I was clearly named, the same being the legal responsibilities of both defendants Ausbrooks and Hildebrand.

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[35] After which they finalized every order by fraudulent default judgments, pretending that I had voluntarily chosen to sell my home (for $0) and relocate to the state of Michigan, at which point I freely chose not to defend myself in these actions, rendering harsh, punitive, and obscenely debilitating defaults against me, which remain despite my efforts to appeal the VOID orders for years.

[36] ECF 45, PID.3835-3915 | https://rico.jefffenton.com/evidence/2019-04-26_wifes-ch13-petition-3-19-bk-02693.pdf

[37] ECF 37, PID.3433 | https://rico.jefffenton.com/evidence/fenton-family-finances-property-education-experience.pdf

ECF 52, PID.4208-4210 | https://rico.jefffenton.com/evidence/2022-03-15_ustp-bk-fraud-referral-confirmed-no-notice.pdf

[38] ECF 1-8, PID.144 | ECF 19-2, PID.2642 | https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf

[39] ECF 19-1, PID.2624-2628 | https://rico.jefffenton.com/evidence/2011-04-29_1986-sunnyside-brentwood-tn-deed.pdf

[40] ECF 19-1, PID.2629 | https://rico.jefffenton.com/evidence/1986-sunnyside-brentwood-tn-2019-property-taxes.pdf

Initials:

47. Examining this request on its face, imploring no more than common sense and the most fundamental knowledge about natural and constitutional rights in the United States of America, this request does not appear that it could have reasonably been made in good faith by defendant Ausbrooks for at least the following reason:

- The request is seeking to sell the property *owned by another*—and providing him *nothing in return.* That is, the language is promising *all* the proceeds of the sale to benefit only the party making this request, her creditors/lienholders, and the trustee without any language indicating if or how the proposed sale might be of any benefit to the other equally deeded and mutually interested property owner, *me.*

48. That immediately reeks of foul play, yet in the Nonstandard Plan Provisions of the chapter 13 filing, defendant Ausbrooks moved to sell the marital residence, all while personally and professional certifying[41] that her request was well grounded in law and made in good faith and without bringing my obvious ownership interests to light. She failed to perform any due diligence to protect my property interest as well as those of my two lawful tenants/roommates or to provide us with "adequate protection" as is required by the federal rules of bankruptcy procedure and the law[42], while violating the constitution, my natural rights, and the rules of professional conduct.

49. Defendant Ausbrooks was well aware that Ms. Fenton was still married. She also knew that Tennessee is a "deed of trust" state, not a mortgage state, meaning that the name on a mortgage does not define who owns the property or holds legal title to it, but instead, that the property's deed of trust is the sole instrument. Furthermore, real property owned by a husband

[41] F.R.B.P. Rule 9011 and 11 U.S. Code § 707

[42] https://www.law.cornell.edu/uscode/text/11/363

Initials:

and wife in Tennessee is by default held as tenancy by the entirety[43]. Even if I wasn't named on the deed of trust—which I was—the property still can't *legally* be sold with a clear title without me signing a quit claim deed or some other instrument conveying or forfeiting my marital interest in the property. But if that was to be compelled by *any* court, it could not be lawfully or ethically done without due process.

50. Since the bankruptcy[44] action predated any action in the Chancery Court, and since the sale of the home was a *core matter* in the bankruptcy action (by *special request* of my ex-wife and her counsel) and was in fact one of the primary reasons why my ex-wife's counsel had devised the fraudulent bankruptcy scheme[45], matters related to the lawful possession, ownership, and sale of our property (especially contested matters), had to be heard and decided in the federal courts. Even matters not typically governed by bankruptcy rules or law.

51. Under the circumstances, the bankruptcy court was required to provide me with notice and hearings in federal court to first determine my property interests related to our home, followed by *adequate protection* throughout my ex-wife's bankruptcy proceedings.

52. Had this proceeded in proper form, the bankruptcy trustee would have been ordered by the court to remove our marital residence from my ex-wife's *bankruptcy estate* as a *"burdensome asset"*, because the court was prohibited by law from compelling the sale of our property, while I fastidiously objected to the idea, which was known by everyone who interacted with me.

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[43] ECF 1-13, PID.541-542

[44] ECF 38, PID.3445-3496 | https://rico.jefffenton.com/evidence/2019-04-26_bankruptcy-crimes-rules-and-laws-violated.pdf

[45] ECF 19-2, PID.2632-2646 | https://rico.jefffenton.com/evidence/2019-04-26_ausbrooks-story-fraudulent-bk-petition.pdf

Initials: JKS

53. In this case, Bank of America, N.A. is at fault for never providing me with notice of default, my property interests being in any financial or legal jeopardy, while conspiring, communicating, and/or negotiating with multiple third party attorneys and real estate professionals, toward obtaining the fraudulent possession of, and/or effectuating the fraudulent sale of my valuable Brentwood real property, without one dollar to my benefit. All in absolute defiance of my rights (state, federal, natural, constitutional, and common law), to my tremendous harm, much of which took place without my knowledge and all of which took place fraudulently without my consent.

MOTION TO AMEND FAC TO CORRECT DEFENDANT BANK OF AMERICA

54. On page-1 of my FAC, ECF 66, PID.4870, where the name "BANK OF AMERICA CORPORATION" is listed, please remove the word "CORPORATION" and replace it, first with a comma, followed by "N.A.".

55. The corrected name on page-1 of my FAC[46], should read "BANK OF AMERICA, N.A.".

56. On page-5 of my FAC, ECF 66, PID.4874, where it currently states, "Bank of America Corporation is a financial institution located at 4909 Savarese Circle, Tampa, FL 33634-2413 (hereinafter "BOA")", please remove the word "Corporation" and replace it, first with a comma, followed by "N.A.".

57. The corrected name and address on page-5 of my FAC[47], should read "Bank of America, N.A. is a financial institution located at 4909 Savarese Circle, Tampa, FL 33634-2413 (hereinafter "BOA")."

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[46] ECF 66, PID.4870

[47] ECF 66, PID.4874

Initials: ARS

58. No other changes are needed to correct my FAC in any known regard, in relation to defendant Bank of America.

APPLICABLE COURT RULES

59. Fed. R. Civ. 15[48](a[49])(a[50]) states, "In all other cases, a party may amend its pleading only with the opposing party's written consent or the court's leave. *The court should freely give leave when justice so requires.*" (Emphasis added.)

60. Fed. R. Civ. 15(c) states, "the amendment changes the party or the *naming* of the party against whom a claim is asserted, if Rule 15(c)(1)(B) is satisfied and if, within the period provided by Rule 4(m) for serving the summons and complaint, the party to be brought in by amendment:

> (i) received such notice of the action that it will not be prejudiced in defending on the merits; and
>
> (ii) knew or should have known that the action would have been brought against it, *but for a mistake concerning the proper party's identity.*" (Emphasis added.)

61. Fed. R. Civ. 15(c)(1)(B) states, "the amendment asserts a claim or defense that arose out of the conduct, transaction, or occurrence set out—or attempted to be set out—in the original pleading;" (Which is exactly what took place, the counts in the complaint need not be modified in any way. I simply had the wrong entity type and address listed for Bank of America.)

62. Despite this minor confusion, Bank of America, N.A. is being served at the same

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[48] https://www.law.cornell.edu/rules/frcp/rule_15

[49] Amendments Before Trial

[50] Other Amendments

Initials:

time as the other defendants in this lawsuit, causing them no prejudice in defending on the merits whatsoever.

63. This mistake was quickly caught and addressed prior to serving Bank of America.

64. This declaration providing an in-depth explanation and clarification regarding the *naming* and *address* used in this lawsuit for Bank of America will be served to Bank of America, N.A. along with this lawsuit at 4909 Savarese Circle, Tampa, FL 33634-2413 within a matter of days.

65. I motion for the court to make these simple corrections to my FAC as outlined above, to correct the *naming* and *address* of defendant Bank of America, N.A., while specifically requesting, due to my *pro se* status and lack of experience, to please let me know if any further action is required on my part to complete these corrections.

66. Later should the court provide me the opportunity, I will update/correct this information while making other minor edits, improvements, and clarifications to my lawsuit, in my next amended complaint. This change is intended to take effect immediately.

IMPORTANT CASE LAW ABOUT WHY THIS MOTION SHOULD BE APPROVED

67. "*Pro se* pleadings are to be considered without regard to technicality; *pro se* litigants' pleadings are not to be held to the same high standards of perfection as lawyers."[51]

68. "Pleadings are intended to serve as a means of arriving at fair and just settlements of controversies between litigants. They should not raise barriers which prevent the achievement of that end. Proper pleading is important, but its importance consists in its effectiveness as a means to accomplish the end of a just judgment" (emphasis added).[52]

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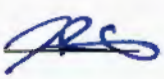
[51] Jenkins v. McKeithen, 395 U.S. 411, 421 (1959); Picking v. Pennsylvania R. Co., 151 Fed 2nd 240; Pucket v. Cox, 456 2nd 233

[52] Maty v. Grasselli Chemical Co., 303 U.S. 197 (1938)

Initials: 

69. "Following the simple guide of rule [8(e)] that 'all pleadings shall be so construed as to do substantial justice'.....The federal rules reject the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits." The court also cited then-FRCP 8(f), now 8(e), which holds that all pleadings must be construed so as to do justice. (emphasis added).[53]

CONCLUSION

70. Service is being sent to Bank of America, N.A., along with this declaration, at 4909 Savarese Circle, Tampa, FL 33634-2413, either today or tomorrow. I'm having my mother include summonses for Bank of America using both naming syntaxes (in lieu of either one being completely correct, or having the correct address), showing "N.A.[54]" handwritten by the clerk on 8/19/2024, along with "Corporation[55]" issued separately by the clerk[56] on 9/6/2024, after explaining this discrepancy to me.

71. Although neither of these summonses is perfect, by sending both along with this detailed declaration[57] explaining the minor clerical errors which took place, while considering the relevant court rules as stated herein, and the case law which must hold merits over technicalities, especially for *pro se* litigants, upon receipt of this mailing[58] by Bank of America, N.A. they will have been fully served and noticed regarding this lawsuit which they are clearly a party to.

---

[53] Conley v. Gibson, 355 U.S. 41 at 48 (1957)

[54] See attached exhibit 'D'.

[55] See attached exhibit 'E'.

[56] The docket entry by the court clerk on 09/06/2024 states, "SUMMONS ISSUED as to defendant Bank of America Corporation and returned to plaintiff via mail per his phone request (proposed summons attached to Doc 16) (pjw) Modified text on 9/6/2024 (pjw) (Entered: 09/06/2024)"

[57] This is the best solution that I understand and is currently within my reach.

[58] Sent by Certified mail pursuant to F.R.Civ.P. 4(e)(1) and Mich. Ct. R. 2.105

Initials:

72. Should they have any questions related to the naming of Bank of America or their address, either in the complaint or on the summonses provided, please reach out to me immediately at (615) 837-1300 and by email at contact@jefffenton.com so that we can quickly resolve this, so not to waste valuable time or prejudice their interest in any way.

73. This document is being executed in good faith, for the purposes stated herein.

DECLARATION

Pursuant to 28 U.S. Code § 1746, I declare under penalty of perjury that the foregoing is true and correct, except as to matters herein stated to be on information and belief, and as to such matters, I certify as aforesaid that I verily believe the same to be true.

Executed on September 17, 2024

JEFFREY RYAN FENTON, PRO SE
17195 SILVER PARKWAY, #150
FENTON, MI, 48430-3426
CONTACT@JEFFFENTON.COM
(P) 615.837.1300

CERTIFICATE OF SERVICE

I hereby certify that on August 23, 2024, I mailed the foregoing papers to the court, as well as to the defendants or their counsel, by first class mail, at the addresses below.

USDC WESTERN DISTRICT OF MICHIGAN
113 FEDERAL BLDG
315 W ALLEGAN ST RM 113
LANSING, MI 48933-1514

VALERIE HENNING MOCK
WILSON ELSER MOSKOWITZ EDELMAN & DICKER
17197 N LAUREL PARK DR STE 201
LIVONIA, MI 48152-7901

BRIAN JOSEPH GALLAGHER
LENNON MILLER PLC
151 S ROSE ST STE 900
KALAMAZOO, MI 49007-4719

SANDRA J. DENSHAM
PLUNKETT COONEY
333 BRIDGE ST NW STE 530
GRAND RAPIDS, MI 49504-5365

THOMAS E. ANDERSON
ADARO Realty, LLC
1187 OLD HICKORY BLVD STE 125
BRENTWOOD, TN 37027-4248

ELECTRONIC SERVICE OPTIONS

This document is also available on the Internet, on my list[1] of documents filed by myself in this lawsuit, since the release of my lawsuit service package[2]. It is also available directly via the URL[3].

Executed on August 23, 2024

JEFFREY RYAN FENTON, PRO SE
17195 SILVER PARKWAY, #150
FENTON, MI, 48430-3426
CONTACT@JEFFFENTON.COM
(P) 615.837.1300

[1] https://jefffenton.com/digital-service-package-for-lawsuit/fenton-filings-since-service/

[2] https://jefffenton.com/digital-service-package-for-lawsuit/
ECF 69, PID.5030-5042 | https://rico.jefffenton.com/evidence/1-23-cv-01097_fenton-vs-story-lawsuit-service-pack-details.pdf

[3] https://rico.jefffenton.com/evidence/2024-09-17_bank-of-america-name-and-address-correction.pdf

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FENTON, MI 48430-3426

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315 W ALLEGAN ST RM 113
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