

No. _____

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**THE SUPREME COURT
OF THE UNITED STATES**

COLETTE MARQUIS

Vs.

DEUTSCHE BANK NATIONAL TRUST CO., AS TRUSTEE OF LONG
BEACH MORTGAGE LOAN TRUST 2006-WL3, SELECT PORTFOLIO
SERVICING, CHASE BANK

**APPLICATION TO JUSTICE CLARENCE THOMAS TO EXTEND THE
TIME TO FILE PETITION FOR WRIT OF CERTIORARI
TO REVIEW JUDGEMENT OF THE
UNITED STATES COURT OF APPEALS FOR THE 11th CIRCUIT**

By Colette Marquis-Kiliany, pro se

June 1, 2018

SUMMARY

Page | 1 Colette Marquis-Kiliany (Marquis) respectfully asks Justice Clarence Thomas, as Circuit Justice for the United States Court of Appeals (Eleventh Circuit), to extend the time to file a Writ of Certiorari. The current deadline is Wednesday, June 13th, which is 90 days from the time the Eleventh Circuit issued its denial of Marquis' Motion for ReHearing. Marquis requests the extension of 60 days, so that the *new* deadline would be Monday, August 13th. [There is a Motion for Recall of the Mandate pending currently in the Eleventh Circuit, based on new evidence and information found post-judgement (and post-rehearing-denial), but according to Marquis' research, that does not necessarily toll the time for a Writ of Certiorari to be filed.]

BACKGROUND

Colette Marquis-Kiliany and her ex-husband, a Canadian who had attained Residency status in the U.S., unknowingly entered into a predatory loan arrangement to buy their growing family's first home in Florida in 2005, during the era of fraudulent MBS transactions based on such loans. Marquis suffers from invisible disabilities and requires an advocate in court proceedings, as in her right under the Americans with Disabilities Act (ADA). In July, 2008, after her then-husband quit-claimed the home to her during divorce proceedings, Marquis entered

into a new loan refinancing with Washington Mutual Bank, although Long Beach Mortgage Loan Company had been the lender in her original mortgage. In June, 2009 she canceled the loan through notifying the bank—now Chase which she had assumed had ownership of her loan because of the FDIC takeover of Washington Mutual (in October of 2008). She notified them by letter (a copy of which is attached as exhibit A), and the bank did not fulfill its duties in unwinding the loan or going to court to contest the rescission.

In May 2010 she stopped paying the mortgage, and in August, 2012 Chase assigned the mortgage (not the note) to Deutsche Bank National Trust company as Trustee for Long Beach Mortgage Loan Trust WL3-2006 (“Deutsche”) through a ~~suspicious-looking~~ *fraudulent* assignment (see attached, exhibit B), without notifying Marquis, who still resided in the home. In April 2013, Deutsche served Marquis with foreclosure papers, foreclosing on the the original Long Beach note and mortgage rather than on the refinanced WAMU loan. They obtained a lower court judgement in October of 2016. Chase had assigned Select Portfolio Servicing to “service” the loan, shortly after Marquis answered the foreclosure complaint in April of 2013. Marquis answered with the defenses that they did not own the note and mortgage and could not prove it, that it was void ab initio do to the predatory nature of the loan, as well as the lack of disclosure about the mortgage-backed

securities scheme her loan was to be involved in, and that Chase could not prove its chain of title. She no longer had a copy of her rescission letter.

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She sent another letter of rescission—citing TILA-- to Chase, Deutsche, SPS and Long Beach Mortgage Company's last known address in January, 2016 through certified U.S. Mail to which the bank did not respond (as exhibit C, see copy of that letter and the notice accompanying the letter filed in the county records) except to state that the issue was "part of on-going litigation". However, she had been precluded from arguing in her foreclosure case that the loan had been rescinded under TILA due to an ex parte order in December 2015 that she had no right to amend her answer. An amended answer was filed in the spring of 2016, but the bank declared that it could not be heard due to the ex parte order.

FEDERAL COMPLAINT FILED BEFORE FORECLOSURE JUDGEMENT

She then filed a Federal District complaint in the Middle District of Florida under the Truth in Lending Act (TILA) U.S.C. 28, sec. 1635, in May of 2016 in order to have an injunction issued by the Federal court to declare her 2016 rescission would prohibit Deutsche or any other bank involved from suing on Marquis' note and mortgage. Later that month, Judge Scriven of the Middle District of Florida ruled in a sua sponte decision that Marquis rescission was invalid due to the fact that the loan was a purchase money loan and the rescission

was not done within 3 years of the original mortgage. Marquis appealed to the 11th District Court of Appeal, arguing that if the bank had wanted to contest her rescission notice, they should have filed a lawsuit to contest them and that her refinance with WAMU was NOT a modification of the original loan, but a new loan. [In October of that same year, while her Federal appeal was underway, Deutsche obtained a final judgement of foreclosure from the 12th circuit in the Florida state court system when Marquis was not present in the courtroom due to her disability—and that judgement is currently being appealed in the 2nd DCA of Florida, based on due process and ADA violations, as well as on how the bank sued on the wrong note.]

The 11th district court of appeals affirmed the Middle District of Florida's opinion, writing "Because residential mortgage transactions are exempt from a right of rescission under Truth in Lending Act, Plaintiff has no claim for relief to enforce that right." Justices Marcus, Rosenbaum and Carnes affirmed the lower court opinion on February 2nd, 2018. Justice Carnes denied Marquis' Motion for Rehearing on March 14th, 2018. While researching her legal case and consulting attorney, Marquis found her 2009 letter of rescission (attached). She realized that because the July, 2008 WAMU loan constituted a new loan and refinancing, and her letter canceling the loan was written in June, 2009, the loan had been cancelled according to TILA by operation of law in 2009, 20 days after the Chase refused to

unwind her loan. She submitted a Motion to Recall the Mandate to the 11th District Court of Appeals on May 30, 2018 based on the new evidence and the lack of consideration of the type of loan she had in the 11th District of Appeal.

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In continuous pursuit of justice, and concerned that the clock is still ticking on her time to file a writ of certiorari, Marquis appeals the 11th DCA opinion to be reviewed by the United States Supreme Court, arguing that her rescission should be deemed effective upon mailing, especially as the lower court ignored the fact that her loan in fact *was not* a purchase money mortgage. This court also has jurisdiction because a split among the Federal Appellate Courts appears to exist regarding whether or not to view the rescission as effective upon mailing, and if not, how long after the rescission has been sent must a homeowner file a complaint. A federal question may also exist as to the intent of the Truth in Lending Act and how it should be applied. She now respectfully requests an extension of time to file the writ of certiorari.

ARGUMENT

Recognizing that an extension of the time for the filing of a petition for writ of certiorari requires good cause and that requests for extensions of time are not favored, Marquis respectfully asks Justice Thomas, as Circuit Justice for the Eleventh Circuit, to extend the time for Marquis to file a petition for writ of

certiorari. Marquis requests that the deadline be extended by sixty days, so that the new deadline would be Monday, August 13th, 2018. To establish good cause for

Page | 6 his request, Marquis makes the following three arguments in favor of extending the deadline.

First, the issues in this case are complicated and Marquis is seeking counsel to represent her to the Supreme Court. She has already spoken to numerous lawyers who have declined based on their lack of expertise or because of not being certified in the Federal Appellate courts. If she is unable to find counsel soon, she will be obliged to write and file the Writ on her own. This will be a long and arduous process for someone who is not only disabled but also a single mother of minor children.

Second, Marquis felt that because of the new evidence she had in the case she should file a Motion to Recall the Mandate. Hopefully, the 11th District Court of Appeal will reverse its mandate based on the new evidence and the new information Marquis provided about the 2008 loan which would qualify it in the Court's eyes as a loan which is rescindable.

Third, the writing of the Motion to Recall the mandate has taken up much time from her personal and professional life, as well as taking up time in the 90 day window she would have to file the Writ of Certiorari. She works as a special

education teacher in the public education system and with high-risk children over the summer, so her time is very limited. The burden of also now having to write the Writ of Certiorari on her own by June 13th is overwhelming.

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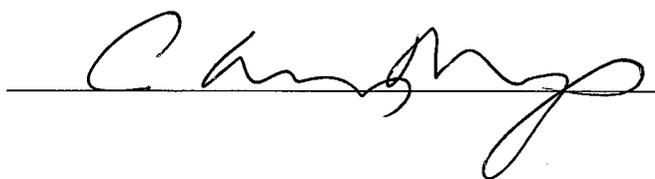
CONCLUSION

Marquis appeals to the U.S. Supreme Court in high confidence based on Section 1 of the Constitution's 14th amendment:

“nor shall any state deprive any person of life, liberty or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of laws”

For the reason stated above, Marquis respectfully asks Justice Thomas, as Circuit Justice for the Eleventh Circuit, to extend the time for Lake to file a petition for writ of certiorari. Marquis requests that the deadline be extended by sixty days, so that the new deadline would be Monday, August 13th, 2018.

This application is submitted June 1st, 2018.



CERTIFICATE OF COMPLIANCE