No.

IN THE

Supreme Court of the United States

LAZINA KING; RIA KING, PETITIONERS

v.

CALIBER HOME LOANS INC.

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FOURTH CIRCUIT

PETITION FOR A WRIT OF CERTIORARI

LAZINA KING
Pro se

RIA KING
Pro Se

1005 Comanche Drive
Oxon Hill, MD 20745
202-256-7775

CURRY & TAYLOR ♦ 202-393-4141

QUESTION(S) PRESENTED

The Dodd and Frank Act of 2014 promulgated the prohibition against "dual tracking" the loan modification/loss mitigation program and foreclosure process at the same time. It is contained in the provisions of Regulation X and may be enforced by a borrower pursuant to section 6(f) of the Real Estate Settlement Procedures Act (RESPA), (12 U.S.C. 2605 (f)). 12 C.R.F. § 1024.41 (a). Section 6(f) of RESPA, provides that monetary damages and cost are available for RESPA violations. 12 U.S.C. § 2605(f)(1)-(4). The prohibition on dual tracking is contained in 12 C.F.R. § 1024.41(g), which states in relevant part that if a borrow submits a complete loss mitigation application after a servicers has made the first notice or filing required by applicable law for any judicial or non-judicial foreclosure process but more than 37 days before a foreclosure sale, a servicer shall not move for foreclosure judgement or order of sale, or conduct a foreclosure sale. Maryland Courts on all levels have violated our fifth and seventh amendment rights by allowing Caliber Home Loans to break federal and state law by allowing foreclosures to continue despite the fact they are being notified that mortgage companies are in direct violations of federal and state laws:

Is the RESPA Regulation X Section 6(f) which was promulgated by Dodd-Frank Act remedial in nature which provides a private right of action to an injured party for violations of the Act and does the seventh amendment grant a right to a jury trial when the act has been violated and the injured party request a jury trial to recover statutory damages for 12 U.S.C. § 2605 (f) (1) 12 C.F.R. § 1024.41(g) violations?

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PETITION FOR A WRIT OF CERTIORARI

Petitioners Lazina King and Ria King respectfully petitions for a writ of certiorari to review the judgement of the United States Court of Appeals for the Fourth Circuit.

OPINIONS BELOW

The opinion of the Court of Appeals (Pet. App. A) The opinion of the District Court (Pet. App. B)

JURISDICTION

The District Court for Maryland granted a motion to dismiss based on Res Judicata on September 22, 2017. The Court of Appeals affirmed the District Court order on June 18, 2018. (Pet. App. A) The Court of Appeals denied petitioner's timely petition for rehearing en banc on August 21, 2018. This Court has jurisdiction pursuant to 28 U.S.C. § 1254(1).

RELEVANT PROVISIONS INVOLVED(see appendix)

STATEMENT

12 C.F.R. § 1024.41, a Consumer Financial Protection Bureau ("CFPB") regulation promulgated pursuant to section 1022(b) of the Dodd-Frank Act, 12 U.S.C. § 5512(b), and the Real Estate Settlement Procedures Act ("RESPA") 12 U.S.C. § 2601 et seq. Section 1024.41 prohibits, among other things, a loan servicer from foreclosing on a property in certain circumstances if the borrower has submitted a complete

loan modification, or loss mitigation, application. 12 C.F.R. § 1024.41(g).

The Real Estate Settlement Procedures Act of 1974 (RESPA), 12 U.S.C. §§ 2601–2617, is "a consumer protection statute that regulates the real estate settlement process." Jones v. ABN Amro Mortg. Grp. Inc., 606 F.3d 119, 124 (3d Cir. 2010). Congress enacted RESPA to "insure that customers throughout the Nation are provided with greater and timelier information on the nature and costs of the settlement process and are protected from . . . certain abusive practices." 12 U.S.C. § 2601(a). Originally under the umbrella of the Department of Housing and Urban Development, RESPA's rulemaking authority was transferred to the CFPB in 2010's Dodd–Frank Wall Street Reform and Consumer Protection Act, Pub. L. No. 111-203, 124 Stat. 1376. See 12 U.S.C. § 2617(a). These rules are codified at 12 C.F.R. pt. 1024 and collectively known as "Regulation X."[1] In 2013, the CFPB amended Regulation X to implement new rules governing mortgage servicing. 1 See generally 78 Fed. Reg. 10,696 (Feb. 14, 2013) (effective Jan. 10, 2014). These new rules came after the financial crisis, but responded to problems that had long preceded it:

As a result, the new rules addressed servicers' obligations to (1) "establish reasonable policies and procedures to achieve certain delineated objectives"; (2) "provide information about mortgage loss mitigation options to delinquent borrowers"; (3) "establish policies and procedures for providing delinquent borrowers

[1] Regulations that the CFPB implements pursuant to section 6 of RESPA are privately enforceable. 12 U.S.C. § 2605(f).

with continuity of contact with servicer personnel capable of performing certain functions"; and (4) "evaluate borrowers' applications for available loss mitigation options." 78 Fed. Reg. at 10,696.

This petition arises from a conflict most directly between the Fourth Circuit and the Supreme Court and the statutory text enacted by Congress which is relevant to these proceedings. Congress passed laws to provide greater protection for consumers during the housing crisis which affected the entire United States.

The National Mortgage Settlement which was settled on February 9, 2012 with the federal government and 49 states one of which was Maryland guides this case. Our case is guided by the National Mortgage Settlement, from that historic settlements all banks were/is required to comply with the 305 new mortgages servicing standards which was later slated under the Consumer Protection Board umbrella and designed as the Dodd and Frank Act of 2014 was enacted to further protect consumers against the unfair practices.

The Court of Appeals for the Fourth Circuit explained that; "under Maryland Law, statues are remedial in nature if they are designed to correct existing law, to redress existing grievance and to introduce regulations conducive to the public good." Weathersby v. Kentucky Fried Chicken Nat'l Management Co., 86 MD.APP. 533, 550, 587, A.2d 569, 577(1991) (citing State v. Barnes, 273 MD. 195, 208, 328 A.2d 737, 745 (1974)), reviewed on other grounds, 326 MD. 663, 607, A.2d 8 (1992). Langston v. Riffe, 359 MD. 396, 409 (2000).

Following these tests, Congress explained its general remedial purpose for the Dodd-Frank Act, RESPA, and Regulation X in its preamble to the final legislation as follows: An Act to promote the financial stability of the United States by improving accountability and transparency in the financial system, to end "to big to fail" banks misconducts, to protect the American tax payer by ending bail outs, to protect consumers from abusive financial services practices, and for other purposes. Dodd-Frank, 124 Stat 1376 (emphasis added). In addition, the remedial purpose of Dodd-Frank is also shown in the statutory text enacted by Congress relevant to these proceedings; A servicer of a federally related mortgage shall not...fail to take timely action to respond to a borrower's request to correct errors relating to allocation of payments, final balances for purposes of paying off the loan, or avoiding foreclosure, or other standard servicer's duties...or fail to comply with any other obligation found by the Bureau of Consumer Financial Protection, by regulation, to be appropriate to carry out the consumer protection purposes of this chapter, 12 U.S.C.A. § 2506(k)(1)(C)(E) (emphasis added).

The court of appeals are deeply and avowedly divided over cases involving foreclosure and the rights covered under Regulation X of RESPA. This case presents an opportunity to resolve that important conflict and can be used to deter "to big to fail" banks from further harming consumers with prematurely foreclosing on consumers' homes before exhausting all options available to them. Our very own Department of Treasury Secretary during his confirmation testimony admitted to fast-tracking foreclosures and most

recently, Wells Fargo has admitted to foreclosing on homes due to a "technical" glitch.

Petitioner Lazina King purchased her property at 141 N. Huron Drive in 1996. In 2007, she was approached by Beneficial Home Loans to refinance the property. She didn't have enough income and they used her daughter Ria King's income and added Ria to the loan. Beneficial later sold the loan to Caliber Home Loans, Inc., in or around December of 2013.

In or around April 2014, petitioners requested a loan modification and faxed over a list of documents to get the process started. This would be the start of a nightmare dealing with Caliber Home Loans, Inc. The initial package, Caliber claimed they "lost", they also claimed that they could not contact us because of an alleged cease and desist order[2] that never existed. Caliber allowed us to resubmit our documents in May. Documents were faxed and Caliber confirmed receipt on or around May 21, 2014.

On or around June 3rd, Caliber initiated their first notice of intent to foreclose[3], while the loan modification documents were pending review. Lazina King was served on or around the 14th of June. Upon being served, we immediately contacted Caliber and they informed us again that they had closed the file because we were missing documents, they also stated that they

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[2] Guidance can be found at http://www.consumerfinance.gov/regulatory-implementation.

[3] On the Notice of Intent to Foreclose, the document stated that the Kings were eligible for in-house modification, deed-in-lue, repayment plan...; however, the Kings never got an opportunity to benefit from any of those programs.

could not contact us because of this alleged cease and desist order. On or around May 27, 2014, Caliber had requested more documents and more documents were submitted.[4]

On or around July 13, 2014 we contacted Caliber again to get a status of the loan modification. Caliber again stated that documents were missing but they had closed the file because they couldn't contact us due the alleged cease and desist order. Caliber agreed to reopen the file and they sent us a letter dated July 15, 2014 requesting the same documents they had previously requested. On or around July 30, 2014, we submitted the documents again, everything that Caliber asked for and stuff they didn't to ensure that we would get a proper review of our loan modification application.

On August 4, 2014, Caliber sent us a letter in the mail stating that they had received our application and they were reviewing it. That letter was missing pertinent information and we had no clue that Caliber was in the process of scheduling a foreclosure sale.

On or around August 27, 2014, we received a letter in the mail informing us of the pending sale scheduled for September 9, 2014. Caliber failed to make a final decision on the loan modification application in violation of section 1024.41(d)[5] of the loan modification servicing rules.

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[4] When we submitted the additional documents we added a note stating that Caliber had permission to contact us to discuss our loan modification.

[5] for complete loss mitigation applications which they received more than 37 days before the scheduled foreclosure sale by: (1)

On or around August 28, 2014, we reached out to Caliber by phone and fax to try to get information on what was going on and to ask about the status of the modification. Caliber stated that we were still missing documents, but could not tell us what we were missing and they informed us again that they couldn't contact us because of the alleged cease and desist order. We spoke to their attorneys who stated that they can only postpone the foreclose sale if Caliber requested it, Caliber stated that the foreclosure sale could only be postponed if the attorney's on file halted it. Section 1024.41 (c) and (d) of the Mortgage Servicing Rule which required the defendants to postpone the sale once they received a completed lost mitigation application and no other documents were requested.[6]

On or around September 3, 2014, after consulting with Caliber, we wrote to the courts to ask if they could halt the foreclosure sale so Caliber could have enough time to review our loan modification. However, on or

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failing to decision a complete loss mitigation application within 30 days; (2) failing to notify us in writing within 30 days of their review, and (3) failing to provide reason or reasons for the denial of each loan modification option.

[6] Section 1024.41 (c) and (d) of the Mortgage Servicing Rule required defendants to: (1) decision complete loss mitigation applications received more than 37 days before a foreclosure sale within 30 days of receipt, 12 C.F.R. §1024.41(c)(1); (2) provide written notice, referred to as the "evaluation notice", to borrowers within 30 days of receiving the complete loss mitigation package stating the determination of which loss mitigation option, if any, it will offer the borrower, 12 C.F.R. § 1024.41(c)(1)(ii); and (3) if the application is denied for any loan modification option, state the specific reason or reasons for the denial of the loan modification option, 12 C.F.R § 1024.41(d).

around September 9, 2014[7], Caliber sold the property to the same attorney's that initiated the foreclosure request. On September 13, 2014 the circuit court denied our request, but at that point it did not matter, the property was already sold, thus damages had occurred.

On March 27, 2015, we wrote to the court of appeals requesting an appeal on the foreclosure, we sent the request to the wrong court and the Court of Special Appeals gave us an extension until April 17, 2015 to re-submit our request for an appeal. We re-submitted the request on April 16, 2015 and waited for further instructions. We were doing all this pro se'. We also submitted several requests in an attempt to halt the execution of the eviction all of which were denied and all which failed to reach the merits of their decisions on why they were denied.

On or around January 21, 2016, we submitted another motion to halt the execution of the eviction while we waited on the Court of Special Appeals to make a decision. That motion was granted with a stipulation that we had to pay a $25,000 supersedes bond. We had until March 7, 2016 to come up with the money. We requested an extension of time to file the bond and the extension was granted and the eviction was halted; however, in Valbuena v. Ocwen Loan Servicing, LLC and Bingham v. Ocwen Loan Servicing,

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[7] In Judge Hazel opinion he list that the house was sold on September 19, 2014; however, court documents show that the house was actually sold on September 9, 2014 before the circuit court issued the denial of our request to halt the foreclosure proceedings. Again proving negligence on the courts part and the filing and entering of legal documents.

LLC, the courts had concluded that posting a supersedes bond would likely be infeasible, if not impossible...to require supersedes bond would leave plaintiffs with recourses for clear statutory violations. Again, the circuit court for Prince Georges County

On or around November 25, 2015, we filed our Federal Claim for violation of the Dodd-Frank Act, the Truth in Lending Act and the Federal Credit Protection Act, Negligence, Intentional inflection of emotional distress etc.[8] Violations of the Dodd and Frank Act has a statute of limitation of three years and we were in the three year time.

On or around February 9, 2016, the Court of Special Appeals dismissed the case because they said we didn't submit the case in the allotted 30 day time frame, when in actuality we did, we did have a certificate of service and Caliber had gotten a copy of the request. Since we already had the federal case pending we decided not to request reconsideration to point out the fact that we did have what they said we didn't.

On or around March 23, 2016, the halt on the eviction was lifted and we were evicted on April 29, 2016. We lost our property while we were trying to obtain a loan modification and the Court of Maryland failed us at every level. Through shame proceeding Caliber was able to continue with the foreclosure

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[8] In order to have a private right of action for claims you have to have lost the property to foreclosure see Wells Fargo Bank, N.A., No. 14-CV-333, 2015 WL 4759441, at *4 (D.N.H. Aug. 11, 2015); accord Wenegieme, 2015 WL 2151822).

proceedings, while they were telling us they are reviewing us for a loan modification and don't worry because we cannot be foreclosed upon until a decision was made.

REASONS FOR GRANTING THE PETITION

There was collusion between the purchaser and the trustee. The house was purchased by U.S. Bank Trust N.A. as Trustee for LSF8 Master Participation Trust a partner company of Caliber. The same attorney's that initiated the foreclosure were the same attorneys who purchased the property. The house was sold on September 9, 2014 according to court documents. We didn't receive notice that our request was denied until the 15 of September. Caliber also robo-signed court documents and didn't verify any of the information they provided to the courts in the foreclosure case.

1. The Fifth Amendment "Due Process Clause" the guarantee of due process for all persons requires the government to respect all rights, guarantees, and protection afforded by the U.S. Constitution and all applicable statues before the government can deprive any person of life, liberty, or property.[9]

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[9] Due process essentially guarantees that a party will receive a fundamentally fair, orderly, and just judicial proceeding. The identical text in the fourteenth Amendment explicitly this due process requirement to the state as well.

The Fourth Circuit recently remanded a RESPA case concluding that claim preclusion was not merit in Vicks v. Ocwen Loan Serving LLC, (16-1909 4th Cir. 2017). As pro se litigants, our petition was supposed to be read liberal but in Judge Hazel opinion, he stated that we didn't offer any case law to push the case in our favor, but there was another case Weisheit v. Roseberg & Associates, LLC (Civil No. JKB-17-0823) which contained the same claims as ours and was able to commence in the United States District Court of Maryland and ours was dismissed. Chief Judge Bredar denied the Defendants (Rosenberg and Bayview Loan Servicing) motions to dismiss and allowed Weisheit to continue her claim for violations of Real Estate Settlement Procedures Act (RESPA) and Fair Debt Credit Protection Act (FDCPA). There's a clear conflict amongst the District Court of Maryland regarding RESPA, FDCPA, etc. cases, as there are no rhyme or reason on how a case proceeds for adjudication aside from the fact that our claims were submitted pro se and the other case with the exact same issue had an attorney.

The 7th Amendment states in suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise re-examined in any Court of the United States, than according to the rules of the common law. In Feltner v. Columbia Picture Television Inc., The Honorable Justice Thomas concluded "as a result, if a party so demands, a jury must determine the actual amount of statutory damages...to preserve the substance of the common law right of trial by jury." We were never afforded a day in court.

2. There is a clear conflict with the 2nd Circuit, 11th Circuit, 6th Circuit, and 4th Circuit Courts:

The Courts have made it clear that a claim of fraud may preclude the court from applying res judicata or any claim preclusion doctrine. In federal cases such as Barbato v. U.S. Bank Nat'l Ass'n, No. 14-cv-2233, 2016 WL, 158588 (S.D.N.Y. Jan 12, 2016) (quoting Babb v. Capitalsource, Inc., 558 F. App'x 66, 68 (2d Cir. 2015)). In Vossbrink v. Accredited Home Lenders, Inc 773 F.3d 423 (2d Cir 2014) (per curiam), the plaintiff alleged that the defendant had violated federal and state law in issuing and servicing his loan Id. At 436. Such a claim falls outside the ambit of res judicata because the injuries "stem from the same transaction but are not directly cause by the foreclosure judgment.' Gonzalez v. Deutshce Bank Trust Co., 632 F. App'x 32, 34 (2d Cir. 2016).

In Vicks v. Ocwen Loan Servicing LLC, (16-1909 4th Cir. 2017) Submitted January 20, 2017 and Decided January 25, 2017 in an unreported opinion before the Honorable(s) Wilkinson, Duncan, and Thacker – the Fourth Circuit concluded that claim preclusion was not merit and remanded the RESPA claims back to the District Court for further proceedings.

Caliber deprived us of our rights under federal and state laws. The Courts has made it clear that....claims for RESPA violations are only ripe once a violation of the statue has occurred and damages have been suffered *see Simmons v. Wells Fargo Bank, N.A.,*

*No. 14-CV-333, 2015 WL 4759441, at *4 (D.N.H. Aug. 11, 2015); accord Wenegieme, 2015 WL 2151822,*. The Courts have also made it clear that the only remedy available to a claimant is monetary damages and not the reversal of any state-court judgement as in *Servantes v. Caliber Home Loans Inc, 14-13324, 2014 VL 6986414, and Szczodrowski v. Specialized loan Servicing Inc. LLS, NO. 15-10668, 2015 WL 196687.*

3. The Court of Appeals has long held that "the contemporaneous interpretation of a statue by the agency charged with its administration is entitled to great deference..." *Baltimore Gas & Electric Co, v. Pub Serv, Comm'n of Maryland*, 305 MD. 145, 161 (1986). Here the Court should afford the same deference to the CFPB's interpretation consistent with the remedial purpose of Dodd-Frank, RESPA, Regulation X and the holdings of *Billings, Cooper, and Lage.* If the Court fails to give such deference to the remedial purpose of Dodd-Frank, the Court implicitly the court would be creating a different obligation intended by Congress and frustrating our rights and similar homeowners in the state of Maryland.

4. Applying the *Cort v. Ash*[10] 422 U.S. 66 (1975) test and ask the following questions regarding RESPA, Regulation X Act promulgated by Dodd-Frank; (1) Are we "the appellants" one of the class for whose special benefit the statue was enacted? (2) Is there any indication of legislative intent, explicit or implicit, either to create such remedy or to deny one? (3) Is it consistent with the underlying purpose of the legislative scheme to imply such a remedy for us "the appellants"? The answer to those three questions are

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[10] *See also Cannon V. University of Chicago, 441 U.S. 677 (1979)*

yes and the dismissal of our Federal Claim shielded Caliber from being penalized for their violations of the very statue that was intended and implemented to protect consumers like us, and created a different obligation that was not intended by Congress when signing the Dodd-Frank Act into law which promulgated the RESPA Regulation X rules.

5. The Fourth Circuit's Decision Is Wrong.

Certiorari is further warranted because the decision to grant the dismissal based on res judicata is wrong.

A. The decision to affirm the Federal Court ruling on dismissing our case based on res judicata conflicts with the text, structure, and purpose of the Dodd and Frank Act of 2014 which promulgated the RESPA Regulation X.

Remedy for RESPA (Regulation X) violations came into existence in January 2014 with the new rules taking effect and promulgating the Real Estate Settlement Procedures Act of 1979, under the new found rules and Pursuant to 12. U.S.C. § 2605(f), a borrower may recover actual damages, attorney fees, costs and statutory penalty up to $2,000 for pattern or practice. The majority of courts also held under these new rules that emotion distress damages were available as actual damages. See e.g. *Catalan v. GMAC morgt., Corp, 629 (7th Cir. 2011); McLean v. GMAC Mortgage Corp., 398 Fed Appx 467, 471 (11th Cir. 2010), Houston v. U.S. Bank Home Morgt. Wis Servicing, 505 Fed. Appx. 543, 548, n. 6 (6th Cir. 2012).* The courts made it

clear that under RESPA (Regulation X) violations that injunction relief was not available. See *Gray v. Cent. Mortg. CO. 2010 U.S. Dist Lexis 47877 (N.D. Cal. April 14, 2010);* the courts also made it clear that monetary compensation was the only thing available under the new rules and the violation had to occur during the foreclosure process and the home had to have been lost and all chances of redemption was lost before you could file a claim for damages i.e. actual damages attributed to the alleged RESPA violations. See 12 U.S.C. § 2605(f)(1); citing (Minson v. Citimortgage, Inc., Civ No. 12-2233, 2013, at *5 (D. Md. May 29, 2013).)

B. The Chevron Test which the Supreme Court ruled that the U.S. Congress may delegated regulatory authority to an agency, and that agency regulations carry the weight of the law.

Applying a restrictive view such as res judicata in this case would exceed the scope of Congress's intent as Congress has explained its general remedial purpose for Dodd-Frank, RESPA, and Regulation X as well as the FDCPA in its preamble to the final legislation as follows: An Act to promote the financial stability of the United States by improving accountability and transparency in the financial system, to end "to big to fail", to protect the American tax payer by ending bail outs, to protect consumers from abusive financial services practices, and for other purposes. Dodd-Frank, 124 Stat 1376 (emphasis added). In addition, the remedial purpose of Dodd-Frank is also shown in the statutory text enacted by Congress relevant to these proceedings; A servicer of a federally related mortgage shall not...fail to take timely action to respond to a

borrower's request to correct errors relating to allocation of payments, final balances for purposes of paying off the loan, or avoiding foreclosure, or other standard servicer's duties...or fail to comply with any other obligation found by the Bureau of Consumer Financial Protection, by regulation, to be appropriate to carry out the consumer protection purposes of this chapter, 12 U.S.C.A. § 2506(k)(1)(C)(E) (emphasis added). Under the Chevron Act there were no bases in applying a restrictive view of the Dodd and Frank Act of 2014 and therefore, res judicata should not have applied.

C. The case involves one or more questions of exceptional importance.

This case contains Federal Questions with regards to the violations of RESPA and the FDCPA and the lower courts would benefit from a ruling regarding RESPA claims in the state of Maryland. As it stands now there are no rhyme or reason on how these cases commence, as noted earlier, cases with the same claims (one with an attorney and the other pro se) had two totally different outcomes as well as case in this circuit and other circuits have totally different outcomes, where cases for violation of RESPA etc., dual tracking, and violations of FDCPA are being remanded back to court while ours keep being dismissed.

CONCLUSION

Again, RESPA is a consumer protection statute designed to protect mortgagors from "certain abusive practices in the real estate mortgage industry. "*Nash v.*

*PNC Bank, N.A., Civ No. 16-2910, 2017 WL 1424317 at *3 (D. Md. April 2017)* (internal quotation marks omitted). It is implemented by Consumer Financial Protection Bureau (CFPB) regulation, collectively known as Regulation X. RESPA has been remedially in favor of greater coverage to further its goals of providing more information for consumers and preventing abusive practices by servicers. *See Medrano v. Flagstar, FSB, 704 F.3d 661, 665-66 (9th Cir. 2012); McLean v. GMAC Mortg. Corp., 398 F. Appx 467, 471 (11th Cir. 2010)*; In *re Carter, 553 F.3d 979, 985 n.5 (6th Cir 2009); Alston v. Countrywide Financial Corp., 585 F.3d 753 (3rd Cir. 2009).*

No law sanitizes defendants' conduct or removes it from reach. Assuming arguendo that the issue of standing to foreclose were decided as defendants' posit, their concealment of evidence necessary to understand the magnitude of their scheme militate against preclusion Caliber never produced the cease and desist notice, Caliber never made a final decision on the loan modification request and Caliber withheld pertinent information from us that proved detrimental to our case and all of which were deemed unethical and ruled as against the law under the RESPA Regulation X 6(f) as promulgated by Dodd and Frank Act of 2014. In the Circuit Court the claim for damages was not ripe11.

We point to Above the Belt. Inc. v. Bohannan Roofing Inc 99 F.R.D. 99 (E.D.Va. 1983) for its reasoning to grant Writ for Certiorari "Bey. 997 F. Supp. 2d at 320". We also look to Gagliano v. Reliance

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[11] In United States Law, ripeness refers to the readiness of a case for litigation; "a claim is not ripe for adjudication if it rests upon contingent future events that may not occur as anticipated, or indeed may not occur at all".

Standard Life Ins. CO., 546 F.3d 230, 241 n. 8 (4th Cir. 2008) (citing Pacific Ins. Co. v. American Nat. Fire Ins. Co., 148 F. 3d 396, 403 (4th Cir. 1998) (citations omitted)); Hutchinson v. Stanton, 994 F.3d 1076, 1081 (4th Cir. 1993) these cases were decided to prevent manifest injustice. Through negligent acts, omissions and fraud Caliber was able to forclose on our property while a pending application for modification was still being reviewed. Our house was located on prime property, where the new National Harbor was built, within that year of 2014 a total of 10 houses were foreclosed upon, three of those houses burned down (including our old house) and they all were rebuild the same exact way. One could assume that it is a conspiracy to get the long withstanding residents out of the area and take over and "revitalized" the property.

For the foregoing reasons, the petition for a writ of certiorari should be granted.

Respectfully Submitted,

Lazina King
Pro Se
Ria King
Pro Se
1005 Comanche Drive
Oxon Hill, MD 20745
202-256-7775