

In the
Supreme Court of the United States

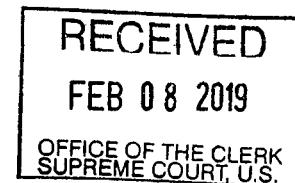
PATRICK BROOKS,

Petitioner,

v.

**PINNACLE FINANCIAL
CORPORATION ET AL**

Respondents.



SUPPLEMENTAL BRIEF PURSUANT TO RULE 15.8

1. Petitioner, Patrick Brooks, filed a Petition for a Writ of Certiorari with this Court on June 22, 2018.
2. On June 27, 2018, the Superior Court of the State of Arizona, County of Mariposa, filed a judgment in the matter of *Brooks v Pinnacle Financial Corporation*, case no: CV2018-092997 (“the Arizona judgment”).
3. Petitioner seeks to incorporate the Arizona judgment into his Petition by reference hereto.
4. The Arizona judgment held, *inter alia*:
 - a. Pursuant to TILA (Truth in Lending Act, 15 U.S.C. §1602) on March 17, 2007, Plaintiff validly rescinded the Credit Transaction (Deed of Trust and Note) as of March 17, 2007;
 - b. The security interest in the subject property located at 3050 E. Chevy Chase Drive, Glendale, California 91206 created by the Credit

Transaction became null and void as of March 17, 2007;

c. The loan and all the contracts comprising the Credit Transaction became null and void as of March 17, 2007; and

d. All documents recorded on or against title to the subject property after the March 17, 2007 notice of rescission that purport to recognize, enforce or otherwise give effect to the Credit Transaction are null and void.

5. The Arizona judgment addressed an argument, which had not been previously litigated but was presented by Petitioner to the District Court as well as the Ninth Circuit. Petitioner argued to the District Court and Ninth Circuit that rescission occurred on March 17, 2007, as a matter of law. This argument was not controverted by any of the Defendants. Yet, these courts refused to acknowledge or address the overarching issue of rescission.

6. The Arizona court found that since rescission occurred in 2007, then, there was no security interest in existence which could have formed the basis of a foreclosure after March 17, 2007, as a matter of law.

7. The Arizona court explicitly stated “All documents recorded on or against title to the subject property after the March 17, 2007 notice of rescission that purport to recognize, enforce or otherwise give effect to the Credit Transaction are null and void.”

8. Petitioner argues that the analysis and reasoning of the Arizona court compels a similar conclusion here and should be considered as a factor in the consideration of the Petition for a Writ of Certiorari.

9. Said judgment could not have been included in the Appendices to the Petition for the Writ of Certiorari because it had not been filed by the Arizona court at the time of Petitioner’s filing of his Petition.

10. Because the judgment of the Arizona court directly addresses Petitioner’s claim that the Credit Transaction was rescinded, as a matter of

law, on March 17, 2007, the holding of the Arizona court is brought to this Court's attention as Exhibit J to the Petition.

Respectfully submitted,

Patrick Brooks

Dated: August 31, 2018

Patrick Brooks

Declaration of Patrick Brooks under Penalty of Perjury

I, Patrick Brooks declare that the form of Judgment attached hereto as Appendix J and forming part of the Petition of his Writ of Certiorari is a true and certified copy of the Judgment rendered by the Superior Court of Arizona, County of Maricopa, on June 27, 2018 in the matter of *Brooks v Pinnacle*, case no. CV2018-092997

Patrick Brooks

Dated: August 31, 2018

Patrick Brooks

IN THE
SUPREME COURT OF THE UNITED STATES

Patrick Brooks

Petitioner,
v.

Pinnacle Financial Corporation et al.

Respondents

PROOF OF SERVICE

I, Patrick Brooks, do swear that on this date, August 31, 2018, as required by Supreme Court Rule 29, I served the attached SUPPLEMENTAL BRIEF PURSUANT TO RULE 15.8 on each party to the above proceeding counsel, and on every other person required to be served, by depositing an envelope containing the above documents in the United States mail properly addressed to each of them and with first-class postage prepaid. The names and addresses of those served are:

Deborah PerniceKnefel, Esq.
Kuzyk Law LLP
1417 Via Anita
Pacific Palisades, CA 90272

Attorneys for Respondent DCB
United, LLC

Gary A. Starre, Esq.
Starre & Cohen
15760 Ventura Blvd., # 801
Encino, CA 91436

Attorneys for Respondents:
Verougan Karapetian, Vincent Karapetian
and Nanette Karapetian

Kerry W. Franich, Esq.
Severson &Werson
19100 Von Karman Ave., Suite 700
Irvine, CA 92612

Attorneys for Respondents: Bank of New
York Mellon Trust Co, NA Trustee for
RAMP 2006-RSI Trust and Residential
Asset Mortgage Products, Series 2006- RSI
Trust and Mortgage Electronic
Registration Systems, Inc.

Patrick Brooks

Patrick Brooks

APPENDIX J

CERTIFIED COPY

ORIGINAL

Patrick Brooks
7807 E. Main Street, Lot B2
Mesa, AZ 85207
Tel: (626) 773 6538

6/27/18 FILED
CHRIS DEROSSE, Clerk
By J. Johnson
J. Johnson, Deputy

Plaintiff, In *Pro Per*

Electronically Recorded

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA
SOUTHEAST COURTHOUSE

PATRICK BROOKS,

) Case No.: CV2018-092997

Plaintiff,

)
) [PROPOSED] JUDGMENT

vs.

PINNACLE FINANCIAL CORPORATION,

)
) (Assigned to Commissioner Benny)

a dissolved Florida corporation,

Defendant.

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The Court has before it the Verified Complaint for Declaratory Relief in which the Plaintiff Patrick Brooks asserts a claim under the Truth in Lending Act, 15 U.S.C. §1601 et seq. (hereinafter "TILA") against the Defendant Pinnacle Financial Corporation, a dissolved Florida corporation. The Verified Complaint seeks the entry of declaratory relief only.

Now, having considered all proceedings in this action to date - including all pleadings, other papers, oral arguments, orders, and minute entries - the Court hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. On October 7, 2005, Plaintiff entered into a "Credit Transaction" within the meaning of TILA that was subject to the rescission provisions of TILA. Plaintiff executed a Note for \$768,000 in favor of the Defendant. Repayment of the indebtedness was evidenced by a Deed of Trust and Note, signed by Plaintiff, and recorded with the Los Angeles County Recorder's office as instrument # 2005-2479219 on or about October 25, 2005 as a lien on the Plaintiff's home located at 3050 E. Chevy Chase Drive, Glendale, California 91206;

2. At the closing of the Credit Transaction on October 7, 2005, Defendant was required by TILA to provide to Plaintiff specific material disclosures as to the Credit Transaction ("the required material disclosures"), but Defendant did not meet this legal obligation, and, instead, Defendant and its agents, in processing Plaintiff's loan, made material misrepresentations and omissions with respect to the loan in violation of TILA;

3. Defendant fraudulently concealed the true terms of the loan with the intention of inducing the Plaintiff to refrain from investigating and challenging the disclosures until the period for rescinding the loan had expired, and the Plaintiff, after his meeting to sign documents with the Notary Public on October 7, 2005, did not receive any documents from the Defendant, including the required material disclosures and the Notice of Right to Cancel;

4. Defendant later mailed the Plaintiff a copy of some of the required material disclosures approximately two weeks after he had executed the loan documents, but the documents received by Plaintiff did not include a Notice of Right to Cancel;

5. On or about March 17, 2007, Plaintiff mailed to Defendant a Letter of Rescission and Letter of Tender wherein he rescinded the Credit Transaction pursuant to 15 U.S.C. §1635 of TILA;

6. Upon Defendant's receipt of Plaintiff's timely notice of rescission, Defendant did not take any of the actions required by TILA: specifically, Defendant has not taken any action to reflect the termination of the security interest securing the Credit Transaction, nor has it returned any of the property given to it under the Credit Transaction;

7. For the foregoing reasons, as well as all other reasons set forth in the Motion for Entry of Default Judgment, and given by Plaintiff at the hearing on said Motion, the Court determines that, under Ariz. Rev. Stat. § 12-1835, the entry of a declaratory judgment is necessary to terminate the controversy between the parties and to remove any uncertainty as to the effect of the Plaintiff's unilateral borrower rescission of March 17, 2007;

8. The Court further determines that Plaintiff is entitled to the entry of a declaratory judgment, declaring that

a. Plaintiff gave timely and valid notice of rescission of the Credit Transaction pursuant to TILA on March 17, 2007 and thereby validly rescinded the Credit Transaction as of March 17, 2007;

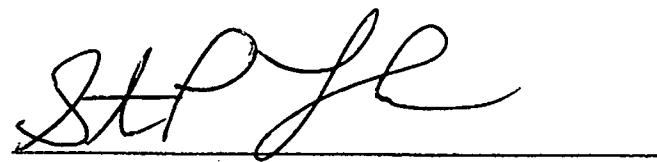
b. The security interest in the subject property located at 3050 E. Chevy Chase Drive, Glendale, California 91206 created by the Credit Transaction became null and void as of March 17, 2007;

c. The loan and all the contracts comprising the Credit Transaction became null and void as of March 17, 2007; and

d. All documents recorded on or against title to the subject property after the March 17, 2007 notice of rescission that purport to recognize, enforce or otherwise give effect to the Credit Transaction are null and void.

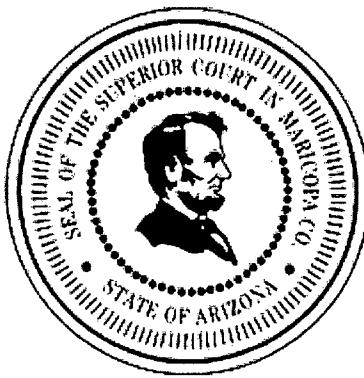
9. No further matters remain pending, and, accordingly, this judgment is entered under Rule 54(c) of the Rules of Civil Procedure.

DATED this 27th day of June, 2018.



COMMISSIONER STEVEN P. LYNCH
Commissioner of the Superior Court

Certification Page
for
CV2018-092997



The foregoing instrument is a full, true and correct copy of the original on file in this office.

Attest 7/5/2018 9:03:27 AM
CHRIS DEROSE, Clerk of the Superior Court of
the State of Arizona, in and for the County of
Maricopa.

By Renee Lundgren, Deputy

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Electronically certified as permitted by Arizona Revised Statute §12-282(D). Questions regarding the validity of this document or seal may be directed to the Clerk of Superior Court.