

*In The*  
*Supreme Court of the United States*

**SAMANTHA RAJAPAKSE**, A Citizen of the United States, in her capacity as Plaintiff, Representing herself as Pro se.,

**Applicant**

v.

**CREDIT ACCEPTANCE CORPORATION**, A business corporation, represented by **Stephen W. King**, Counsel for the **Corporation** and **Individual** parties, Brett A. Roberts, Executive Executive Officer, Glenda Flanagan, Executive Vice President, Thomas N. Tryforos, Private Investor, Steven M. Jones, John S. Soave, Board of Credit Acceptance Scott J. Vassalluzzo, Managing Member, Kenneth S. Booth, Chief Financial Officer, Charles Pierce, Chief Legal Officer, Daniel A. Ulatowski, Chief Sales Officer, Sandra Pollard, Manager of Regulatory, Etal

**Respondents**

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On Application to Stay the Mandate of the  
United States Court of Appeal for the Sixth Circuit

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**APPLICATION FOR A MANDATE STAY  
PENDING DISPOSITION OF PETITIONER'S WRIT  
OF CERTIORARI REVIEW**

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To the Honorable Sonia Sotomayor  
Associate Justice for the United States and  
Circuit Justice for the Sixth Circuit

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## **OPINION BELOW**

The opinion from the Sixth Circuit Court of Appeals after a petition was filed to seek a waiver for the appeals fees to enter the Court of Appeals. The Appeals Court denied Petitioner's the right to enter the court deciding the ruling on the lower court decision. Petitioner was denied and was ordered to pay the filing fee to enter the court of Appeals citing the lower court ruling was *Do Novo* on the Fair Debt Collection Practice Act. The Lender, Credit Acceptance Corporation has three inconsistence balances on the sole financing of a 2007 Chevy Trailblazer which was presented in the record of the District Court of Eastern Michigan.

## **JURISDICTION**

This Court has original and exclusive jurisdiction of all controversies under ***28 U.S.C§ 2101***

***§2101(c)*** Any other appeal or any writ of certiorari intended to bring any judgment or decree in a civil action, suit or proceeding before the Supreme Court for review shall be taken or applied for within ninety days after the entry of such judgment or decree. A justice of the Supreme Court, for good cause shown, may extend the time for applying for a writ of certiorari for a period not exceeding sixty days.

***RULE 10 (a)*** of the Rule of the Supreme Court of the United States the Sixth Circuit Court of Appeals has entered a decision in conflict previous decisions of its own court and with other United States Court of Appeals on the same matter. The rulings of the lower court and the Court of Appeals has far departed from the accepted an unusual course of judicial proceedings and

sanction on the lower court and Court of Appeals is greatly called for and exercise of this court for Supervisory power.

**Reason for Stay:** 1) The lower Court and the Appeals court orders have stated Credit Acceptance is immune suits from non-delivery of services and goods related to the contract, inconsistent balances, misinformation on Petitioner's credit report and be legally entitled to recover property based on a contract only without validation of the debt allowing a wrongful repossession of property.

2) District Court and Appellate Court allowed Magistrate Stephanie Dawkins-Davis to strike Petitioners motion for recusal and abuse of power against her and continue to preside over the proceeding when evidence support recusal.

3) The Sixth Circuit denied Petitioner's right to appeal based on the Magistrate report which has perjury statements, concealment of evidence, fraudulent statements made in dismissing Petitioner's case

4). Evidence in the record this court and in the District Court supports entitlement of the vehicle to Petitioner, Samantha Rajapakse and the Judicial misconduct of the district court behavior.

5). Petitioner submitted on evidence of Credit Acceptance wrongdoing of the warranty, mis applied payments or furnishing information on her credit report.

**Relief Sought: Stay of the Sixth Circuit Court Proceedings for review before this court and the return of her property held in custody by Credit Acceptance Corporation**

## **STATEMENT OF CASE**

**TO THE HONORABLE SONIA SOTOMAYOR**, Petitioner, Samantha Rajapakse of Supreme Court Rule 22 respectfully bring this case before the Supreme Court of the United States related to judicial misconduct of Impeachment in a case of Pro se, Samantha Rajapakse rights against creditor, Credit Acceptance Corporation, its Executive Officers, Board Members, and Management.

**I. There is a reasonably probability this court will Grant Certiorari and reverse the Judgment Below:** It is mathematically impossible for a loan to have three inconsistency payment histories,[Appendix M ] a high and low amount of a original loan with the same balance and the court to order the creditor entitlement From the last Judgment from the Sixth Circuit of the United States ruled an auto lender has immunity from a consumer bringing suit for violation of the *15 U.S.C§1601-§1692* Fair Credit Reporting Act, Truth in Lending Act and the Fair Debt Collection Act of the United States Consumer Rights Law. The lower court has upheld the lower court report citing there are no such cases where a consumer has sued an auto lender due to there are no laws related to a consumer brought suit to the court's knowledge. Evidence in the record of the lower court and the Circuit court supports Credit

Acceptance lengthy legal issue over deceptive practice, fraud of the warranty as defined as Fraud 18 U.S.C §1961-§1968 of the **Racketeering Corruption Act. (RICO)**. The Appellate ( Sixth and Tenth) Circuit held a RICO pattern consist of at least two (2) related predicate acts of racketeering activity, such as wire and mail fraud, that together constitute a continuing cover, *Biven's Garden Office Building, Inc., v Barnett Bank of Florida, Inc.*, 906, F.2d 1546, 1554-55 As soon as a Plaintiff discover or have reasonably believe both the existence and source of the existence of his injury and that injury is part of the pattern, *Agristor Fin. Group v. Van Sickie*, 967 F. 2d 233, 241. Petitioner evidence in the record f the lower court and appellate court that Credit Acceptance Corporation has been marketing and financial benefiting from attaching Vehicle Service Agreements to consumer victims on pre-damaged vehicles and once the vehicles are financed claims related to repairs are denied or come with hidden excessive fees causing the buyer to become financial hardship resulting in repossession. Credit Acceptance continue to violated §2301 of *Magnuson-Moss Act* as defined by not providing Rajapakse and others information related to the service agreement to cancel or means to arbitrate.

Affidavit from former Defendant, Robert Williams, Managing Member of One Stop Auto Sale **[Appendix E]** who sold Rajapakse the vehicle

testified Credit Acceptance was the owner and debt collector for the warranty companies provided to it lenders. Affidavit submitted into the record of the court were obtained by providing a notice regarding Credit Acceptance wrongdoing on Facebook which each customer were asked the same questions regarding their lending experience, *U.S v. Morales*, 687 F.3d 697 702-02.

A letter from Edmund Ford, Jr.[**Appendix M**]who holds five decrees including a Bachelor and Master in Math and Science, and Council for the City of Shelby County Government working with million dollar budgets for the City of Memphis reviewed the evidence in the record of the lower court and determined it was impossible to come to validate the debt from the accounting of Credit Acceptance. The general rule of evidence is that if the evidence offered be the best which the nature of the case admits and leave no presumption that is behind, it is admissible, *Osborn v. U.S* 385 U.S. 323 87 S Ct. 429 12 L .Ed . 2d 394 ( quoting *Howard v. Commissioner of Sec.*276 F .3d 235.

Evidence of the payment histories that support the affidavits of Williams Appendix E, Stinson, Fitzgerald, Poole, [**Appendix G, H, I**] and the letter of Ford, Petitioner filed a motion for Summary Judgment under *F.R.C.P 56*. With Credit Acceptance own admission Credit Acceptance were providing inaccurate information to all three

credit bureaus, Rajapakse was entitled to Summary Judgment as relief under Rule 56. “Summary Judgement will not lie if the dispute about material facts is “genuine” that is if the evidence is such that a reasonable jury could return a verdict for the moving party, *Liberty Lobby v. Anderson*, 477 U.S. 106 S Ct. 2505 91 L. Ed . 2d 202; *First National Bank of Arizona v. Cities Serv. Co.* 391 U.S. 353, 88 S Ct. 1575, 20 L. Ed .2d 569. The record of the lower court will show Rajapakse filed several motions seeking summary judgment and all were denied.

The ruling of the Circuit court and the lower court is inaccurate. The decisions entered from both courts is a direct conflict with the laws enacted by Congress, and the court which is so far departed from previous rulings of the Sixth Circuit, other Circuits, United Codes, civil and criminal, *U.S. Court Code of Ethics Rule 10* of The Supreme Court of the United States the case seeking Writ will be reversed and supervised.

#### **A. FACTUAL AND STATUTORY BACKGROUND**

This case originates from an auto lending contact between Petitioner, Samantha Rajapakse (hereinafter as Rajapakse) and creditor, Credit Acceptance Corporation (hereinafter as Credit Acceptance) consummated in January 2014 in Tennessee from One Stop Auto Sales in Memphis, TN. The

vehicle stated the “warranty” was still active but later placed on the loan as a vehicle service agreement ( VSA). Dealer stated the warranty or service agreement provided “bumper-to-bumper” coverage on the 2007 Chevy Trailblazer, a used vehicle. Dealer further stated the warranty was honored at any dealership or repair shop in the United States. The total price was \$17,334.34 with the VSA attached. The dealer only provided oral notification of the warranty and Credit Acceptance confirmed the warranty as well via phone only. No additional documentation was provided of coverage for the service agreement or warranty. Shortly after purchase, Rajapakse discovered in attempting to redeem the service agreement no dealership or repair shop would honor it. Rajapakse continue to seek the location of coverage to be redeemed. After exhausting all means with Credit Acceptance, Rajapakse finally demanded a full refund of the warranty and the account to be adjusted to reflect the adjustment. The dispute of the warranty and the two original Balances was filed with the Consumer Finance Protection Bureau against Credit Acceptance failure to reflect payments, *15 U.S.C §1681 (a) (2)* causing discredit of credit worthiness, credit standing, and credit character with the three credit reporting agencies to remove the account off Rajapakse’s credit . Credit Acceptance could not provide the agency with proof of coverage or verify the debt directly or third party insurer and was removed off Rajapakse’s credit.

Credit Acceptance repeatedly placed the account back on Rajapakse's credit as \$10,893.34 as the original loan amount. **[Appendix K, L]**

In June, 2016, days before the warranty expiring, Credit Acceptance canceled the coverage and refund Rajapakse a "pro-rated" amount of 150.00. Rajapakse disputed refund amount stating the warranty was not located nor delivered and therefore the warranty was a fraud under §1341, §1343 of the RICO Act. Allan Greenspan of Plain site who was also investigating Credit Acceptance over other consumers related warranties assisted Rajapakse in locating her warranty. Mr. Greenspan report was submitted into the record of the court under Evidence *Rule 703* as an expert witness. Mr. Greenspan reporting has be considered highly respectable in investigating auto lenders. Mr. Greenspan reported in his report related to Rajapakse it was recorded in Southwestern but no additional information was provided [Plain site Report, Credit Acceptance Dated December 11, 2017] resulted in the wrongful seizure and other credit related issues. Rajapakse filed a complaint against Credit Acceptance in Easter District Court of Eastern Michigan.

In August 2017, Credit Acceptance, through its counsel, Stephen W. King contacted Rajapakse while she was living in Kansas military base and agreed to removed Credit Acceptance off her credit and provide the title of

the vehicle. This conversation was heard by Rajapakse's Daughter, Shaniece Harris [**Appendix N**] who provided an affidavit to the conversation. Rajapakse agreed. During the same time, Rajapakse was disputing Credit Acceptance with the three credit bureaus original loan \$10,893.34 and missing payments reported on the loan. The two credit bureaus removed Credit Acceptance. Equifax did not removed Credit Acceptance due to the Rajapakse being part of the class action breach. Credit Acceptance place the \$10,893.34 back on Rajapakse's credit three more times after it was disputed. Transunion and Experian removed Credit Acceptance off Rajapakse's credit under the Fair Credit Reporting Act. Rajapakse payments on the vehicle over \$12,000 of \$2,000 overpayments showing the vehicle paid off.

In February 2018, while disputing the warranty and amount in court, Credit Acceptance wrongfully seized Rajapakse' property from her home as well as her personal affects inside to an undisclosed location and refused to provide any information for her to retaining. Motions for injunctive relief were filed by Rajapakse to the district court to return her vehicle. Without evidence, Magistrate Stephanie Dawkins-Davis denied all. Magistrate Dawkins-Davis ordered Credit Acceptance not to removed the vehicle from its location to sell, but did not put it in the written order. Credit Acceptance told Rajapakse and the court as a result they were doing a "courtesy" holding of the vehicle and moved the vehicle to the auction around

March, 2018. The vehicle has not be located since and Magistrate Dawkins-Davis denied the return of the vehicle ordering Credit Acceptance to sell the vehicle and Rajapakse to sue for damages. In February, 2019, one year after the wrongful seizure of her vehicle and personal affects, Counsel for Credit Acceptance released the personal contents inside the vehicle that were not stolen and delivered back to Rajapakse's home. There's no knowledge of the location of the vehicle.

The Consumer Financial Protection Bureau established by the Department of Justice to assist consumers over issues with creditors after Congress adopted many laws to allow consumers to dispute more effectively creditors reporting inaccurate information on credit report including payments. The lower court has discredited this agency regulation of furnisher, but the credit bureau as well.

Affidavits from Marcus Mays and Christopher Arthur [**Appendix F and J**] current consumers of Credit Acceptance Corporation were presented into the record of the court to support the widespread fraudulent acts of this auto lender. Both men who residence of Tennessee and New York provided under oath how both were told by their dealership off the warranty coverage and shortly after financing the vehicles the hidden fees from the repairs and

claims filed not by a third party insurance, but from Credit Acceptance after a claim was filed. The United States has filed many criminal acts against this activity under the RICO Act. Additional affidavits were entered into the record of the court from Kip Fitzgerald, Amanda Stinson **[Appendix H, I]** who stated in the court records of Credit Acceptance deceptive acts which lead to financial hardship and bankruptcy.

#### **A. PROCEDURAL HISTORY:**

**During the lower court proceedings went far beyond the rims of the Appeals Court and this court protect Creditor, Credit Acceptance.**

Magistrate Stephanie Dawkins-Davis denied Rajapakse's Pro se , motion sought injunctive relief citing without evidence from the opposing party, Rajapakse's defaulted on the loan and therefore Credit Acceptance had entitlement to the property. Credit Acceptance payment history submitted into the records of the court showed missing payments from February, 2014 to September, 2014. Credit Acceptance Counsel testified Rajapakse had financed the vehicle and drove around for eight months without making a payment. Rajapakse presented a payment history into the court from Credit Acceptance given to her showing of the same loan payments were made from February, 2014 to September, 2014. Rajapakse, an African-American woman diagnosed with type 2 diabetes since 2008 and resides alone repeatedly filed motions for the return of her vehicle due to

health issues. The district court in the initial stages advised her to contact the Pro se Clinic which later became abuse of power ordering Rajapakse to contact the Pro se Clinic. After Rajapakse contacted the Pro se clinic and informed the court the clinic praised her for her ability to effectively represent herself. The court took more tactical methods to oppress her Fourteenth Amendment rights before the court by denying her motion for the return of her vehicle by stating she did not apply the correct legal terminology in her pleadings for the vehicle to be returned to her and advised her to seek counsel. Additional evidence filed in the record of the court to support her claim against Credit Acceptance the court discredit the evidence her payment history provided by Credit Acceptance which majority originated from Credit Acceptance. The court held that Rajapakse credit report was a photo copy although she filed electronic filing as the attorney filed. Evidence from the Consumer Financial Protection Bureau showing the numerous complaints filed against Credit Acceptance for the warranty and miss applied payment as well as their response was also discredited by Magistrate Stephanie Dawkins-Davis. Rajapakse informed the court that due to the wrongful seizure of her vehicle she lost her employment, was unable to make medical appointments to monitor her diabetes and was unable to attend a family funeral due to lack of monies to travel. Both clerks stated to Rajapakse there was nothing the court could do because it was an investigation into the allegations. Rajapakse informed the court of her

financial hardship was affecting her held by providing documented proof she was entitled to the property of her payment receipts reflecting the reported amount of \$10,893.34. Credit Acceptance continue to submit a photo copy of the contract into the record of the court without providing any documentation of payment to a third party company over warranty coverage. Rajapakse filed a complaint in the Federal Court of Claims against the United States citing being was pro se, the United States had stripped her of her citizenship and the protection of her rights by denying of the Due Process Clause of the Fourteenth Amendment of the constitution, *[Rajapakse v. United States Dkt 2:2016-cv-13144]* the compliant was dismiss for lack of jurisdiction. In March, 2018 Rajapakse notified the court that her Hum device showed the vehicle being moved to another location in a general area. The court clerks for the lower court informed Rajapakse via email and phone the court did not have jurisdiction to prohibit Credit Acceptance from moving the vehicle to another location. Rajapakse remind the court of the hearing from Magistrate Dawkins-Davis ordering Credit Acceptance not to move the vehicle. Holly Monda, and Tammi Holliwood of both district court judge Matthew Leitman and Dawkins-Davis told Rajapakse the court would contact Credit Acceptance and ask for the company not to move the vehicle. The court officers told Rajapakse the court could not do anything until the report and recommendation was filed, until then the court could not enforce Credit Acceptance not to sell the vehicle or

the United States constitution to protect her property or the laws enacted by Congress.

Rajapakse filed a complaint with the Ombudsman of the Eastern District Court on the behavior of Magistrate Stephanie Dawkins-Davis but was informed the Ombudsman did not have jurisdiction over the matter. A complaint was filed with the Sixth Circuit Court of Appeals Judicial Misconduct and motions continue to be filed in the record of Rajapakse's protecting of her Fourteenth Amendment rights of Due Process Clause and her Fourth Amendment to protect her property. District court, upon repeated request refused to address Rajapakse's motions recusing the Magistrate. After the judicial misconduct complaint was filed in the Sixth Circuit, District Judge Matthew Leitman held a hearing in June, 2018 via phone with Rajapakse and Counsel King. During the hearing District Judge Leitman addressed the accomplishments of Magistrate Dawkins-Davis as well as a personal level in which he concluded by stating Magistrate Stephanie Dawkins-Davis was also "Black" too. Rajapakse replied was what did race have anything to do with her complaint? District Judge retaliated by informing Rajapakse he would not hear her motions asking the Magistrate to recuse herself and in fact, he would strike it from the record. District Judge Matthew threatened Rajapakse if she did not consent to the court appointing her counsel to represent her he would rule on her case

immediately. Rajapakse agreed but later withdrew her motion for appointment of counsel citing the Supreme Court held it was unconstitutional unless there was a criminal issue arising out of a civil complaint. Counsel King filed a motion to withdraw his motion to compel Rajapakse to arbitration after five months pending and sought an untimely extension to answer the complaint. Magistrate Dawkins-Davis granted the stay pending the order for appointment of counsel. The order stated the court would stay all proceedings to appoint Rajapakse counsel; if the court could not find counsel she would have to proceed as pro se. If Rajapakse would retain counsel on her own, the court would not pay her attorney fees. The district court allowed Magistrate Dawkins-Davis to strike down all Rajapakse's motion of recusal and abuse of Power against her and continue ruling in the proceedings. Rajapakse filed motions petitioning the court to order Credit Acceptance to allow her to attempt to redeem her vehicle and retain her personal affects as well. The court ignored her motions. With the evidence in the record to support Rajapakse's claim, she filed four motion for summary judgment [*F.R.C.P 56.*] against Credit Acceptance for the complaint and the amend complaint. The lower court dismissed her motions and order her to resubmit her motions seeking relief.

Counsel for Credit Acceptance sent several emails to the clerk of Magistrate Dawkins-Davis seeking advice on whether to answer Rajapakse's motions filed in the court. Motions filed by counsel were

immediately answered by the court while motions for Rajapakse went on for months despite the overwhelming evidence in the record. The lower court started to ignore Rajapakse pleas for the return of her property or the affects inside the property. February 2019, Rajapakse submitted a letter from her Doctor stating the stress she was enduring affecting her diabetes. Counsel for Credit Acceptance contacted Rajapakse and informed her to go take a uber to retrieve her personal belongings. When Rajapakse could not, the repo company returned partial personal effects of Rajapakse. Per Counsel request told Rajapakse to inform him if there were items lost or stolen from the vehicle. Rajapakse informed Counsel and he has taken no actions. The Magistrate issued a report and recommendation citing there was no evidence to support the case, Rajapakse made allegation which was stated by Williams, never mentioned the additional affidavits, reports, or letters and dismissed her complaint. Rajapakse filed final petition seeking disclosure of the relationship between Credit Acceptance and Magistrate Dawkins-Davis. The court denied Rajapakse's motion.

February 2019 Rajapakse filed a timely notice of appeal to the Sixth Circuit and file a motion asking the court to appeal as indigent. Rajapakse was granted to be allowed to enter the court without paying in both filings, the District Court denied her motion the case was sent to the Sixth Circuit Court of Appeals in Ohio to appeal as a matter of right as moot. Rajapakse filed enter

the Sixth Circuit due to financial hardship providing affidavit of her financial hardship to the court after being denied by the lower court. Rajapakse pending status for entering the appeal range from February, 2019 to August, 2019 During pending status Petitioner filed a Writ of Mandamus with evidence from the record of the lower court to the Circuit Court Credit Acceptance seeking the location of her vehicle under the evidence, facts and laws of the Fair Credit Reporting Act, Fair Debt Collection Act and the Manganus-Moss Act. In September, 2019, the Court of Appeals denied Rajapakse the right to enter the Court of Appeals without paying the filing fee citing the ruling from the lower court citing Magistrate Dawkins-Davis report and recommendation of the Fair Debt Collection Practice Act.

## **WHY THE COURT SHOULD GRANT APPLICATION**

### **I. There is a highly reasonable probability that this court will Grant Certiorari and reverse the judgment below:**

#### **A. The Fourth Amendment protect Citizens from government intrusion.**

There is no way a creditor can have a high loan amount and a low loan amount and the balance be the same. The Fourth Amendment protects the interest of the property. The Amendment provides the right of the people to be secured in their persons, papers, and affects, against unreasonable

searches and seizure, shall be not be violated and no warrants shall be issued, but upon reasonable cause When the courts use it federal authority to conceal, suppress, oppress, or commit perjury from a party exercising their Fourteenth Amendment right. Rajapakse had the right to claim seizure of her property by federal official. In 1992, this court held in *Soldal v. Cook County*, 506, U.S. 56 62-63 113 S Ct. 538, 121 L Ed .2d 450. The lower and Appellate court to uphold a creditor who cannot not only validate a debt, but also in non-compliance of the Fair Credit Reporting Act enacted by congress is a direct violation of a wrongful seizure the Fourth Amendment rights against Rajapakse's and her property, *U.S. v. Place*, 462, U.S. 696, 701 103 S Ct. 2637, 77 L Ed .2d 110. Payment histories supporting inconsistence of accurate reporting of an account is sufficient evidence of the Federal Rule of Civil Procedure of Evidence 901 authenticating or identifying evidence in the record of the court not only relevant, but reliable, *Daubert v. Merrell Dow Pharmaceuticals, Inc.*, 509 U.S. 579 113 S Ct. 2786, 125 L. Ed .3d 469. This court addresses the issue of Judges and Magistrate who have a connection so imbedded with the Defendant a growth criminal activities such as perjury 18 U.S.C §1001, §241. When the court takes a position so strongly to

prevent the outcome of the case, the Fourth Amendment shall be applied.

***B. The Sixth Circuit has a secondary constitution regarding Rajapakse Pro se filed a suit against Credit Acceptance for relief.***

Although Rajapakse is the sole litigant in the case it represent presented thousand of litigants who comes before the lower court against Credit Acceptance or any auto lender on deceptive practice behavior. Pro se litigants already have a huge hurdle when a complaint is filed without an attorney. Yet, this has become a common practice in the lower court to oppress an individual of the same Due Process Clause.

Honorable Justice Sotomayor in your own descent in *U.S. v. Neustadt*, 366 U.S. 696 81 S Ct. 1294 “ the term “ actual fraud” , as used in the discharge exception for debts obtained False pretense, false representation, or actual fraud, compasses forms of fraud, like Actual fraud, like fraudulent conveyance schemes that can be affected without a false representation”. [*The issue of fraud will be discussed later in this petition.*]. Thousands who purchase vehicles with a warranty or VSA are misleading about coverage or the warranty itself if fraud. It becomes a

racketeering when the warranty cannot be located for the consumer to rely and use at the time of needed repairs. When a consumer defaults on a sub-prime due to repairs it is assumed the consumer defaulted intentionally by not paying the note. The judge who taken a sworn oath to become impartial, has become part of the Defendant's legal team. Many cases presented to the court by pro se are not dismissed for not presenting the case, but because the lower court and the appellate court has interest in the corporations such as stocks and without an attorney, many those who represent themselves find out too late the conflict of interest. This is one of those cases being presented. Judges are under Judicial Immunity in deciding cases of parties, but the immunity also states "Judges" are responsible to the people alone because they perform their duties. If faithless, if corrupt, if dishonest, if partial, if oppress, or arbitrary, they may be called to account by impeachment, and removed from office. This case seeks the review and supervisory of this court.

**C. Rajapakse, Pro se right to protect her property in well guarded court.**

A complaint must contain enough evidence, factual matter, accepted as true, to state a claim for relief, *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 556 570 127 S. Ct. 1955, 167 L. Ed .2d 929. This court further held in *Haines v. Kerner*, 404 U.S. 519; 20-21 92 S Ct. 594, 30 L Ed .2d 652 the court has an obligation to construe a pro se litigant pleadings liberal. Rajapakse was held to a higher standard than Counsel, U.S. v. *Day*, 969 969 F. . 2d 39, 422-429, *DNJ* 1999 and the submission of pleadings of Pro se are to be construed liberal and held less stringent than submission of lawyers regardless of failure to cite authority, confusion, legal theories, poor syntax and sentence structure, *Estelle v. Gamble*, 429 U.S 47 106 97 S Ct. 285-50 L Ed .2d 251 (quoting *Conley v. Gibson*, 355 U.S. 41 45-46 78 S Ct. 99 2 L Ed . 2d 80. Credit Acceptance were never able to validate the original balance nor the debt of the repossession. The balance from both amounts resulting in a \$5,649.34 balance on the account which is impossible to achieve.

. This is greatly needed to uphold the Truth in Lending Act of services not delivered to consumer the consumer has a right to seek a full refund, any interest applied to the account. The Sixth Circuit that has made this ruling has previously held in “the purpose of statutory recovery is to encourage lawsuits by

individual consumers as a means of enforcing creditors to compliance of the act, *Watkins v. Simmons & Clark*, 618, F.2d 398, 399. Therefore, the court must show by preponderance of the evidence that the error did not materially affect the verdict, *U.S. v. Kilpatrick*, 798 F.3d 365, 378, a [recent ruling from the Sixth Circuit citing in 2015]. Finally, the Sixth Circuit far departed in its previous ruling when it held in *Bauer v. Commerce Union Bank*, 859, F. 2d 438, 441 “The court held in the June, 2019 hearing that Rajapakse vehicle could not be released because she did not use “legal terminology” *Boag v. MacDougall*, 454, U.S 364, 102 S Ct. 700, L Ed .2d 551.

**D. Judicial Misconduct during the appointment of a sitting President should not be ignored by the court.**

*The Federal Judicial Center* has document as early as 1986 to 2010 four federal district judges impeached or resigned for committing perjury and making false statements under the penalty of perjury 18 U.S.C § 1006 “ *Whoever, being an officer authorized to administer oaths or to take and certify acknowledgments, knowingly makes any false acknowledgment, certificate, or statement concerning the appearance before him*” . To allow this violation of public trust the court would cause a disruption of the judicial trust in the fairness of the court.

Striking down motions for the Magistrate to recuse herself under §455 and violation of Rajapakse's Fourteenth Amendment right that would allow another party take property they were not entitled to. This court held that until

**E. A person's color or race should not be an issue in a judicial proceeding.**

Addressing someone's race at any time during a judicial proceeding is a violation of Title VII of the Civil Rights Act. Both Rajapakse and Magistrate Stephanie Dawkins-Davis are African-American or "Black". For District Judge Matthew Leitman to use the race card for seeking compassion or consideration that a Black Plaintiff should not go by the laws, but instead keep from hurting another Black judge who is committing judicial misconduct. One African-American status should not be denied the right to access to the court over another African-American status. The Late Supreme Court Justice Thurgood Marshall quoted "Just because the doors of the court are open does not mean the Adversary will be fair". It becomes degrading when the court uses the "race" card of the same race to use as a leverage for the person to have compassion for a same race. Rajapakse was seeking justice from a creditor on the facts, laws, of the United States that were enacted to protect her

as a creditor. The decision of not just the lower court but the Circuit court to uphold. This court has based case laws on individuals who comes on the Federal Questions of the laws. Being African-American representing yourself is a difficult task. This court has enforced the rights of immigrants to ensure the United States provide due process whether they arrive here illegally. §1983 has applied in this case over not just the behavior of the Magistrate, but the court as well in protecting an appointee of the current sitting President to assure she will have no issues. This court should not wait decades in preventing this kind of travesty of injustice, humiliation a person has to carry as the result of a judicial abusing its authority.

**F. The court refusing to acknowledge Credit Acceptance committing Fraud under the RICO Act.**

Affidavits entered into the record of the court from former and current Credit Acceptance borrowers told what the warranty covered but were not provided little or no supportive documentation related to the coverage of the warranty and shortly after financing the vehicle, the warranty was misleading with excessive fees causing financial hardship in

attempting to repair the vehicle causing the loan to become default. The breach become repudiatory it give rise to the consumer to terminate. Rajapakse stated in her complaint with supportive documents the conduct with Credit Acceptance had no intention to perform its obligation to the warranty. Rajapakse also stated since the contract was a quasi-contract, and the services were non-delivered, she had a right to terminate the service agreement.

**G. Public interest of the courts enforcing laws enacted by U.S. Congress to protect consumers.**

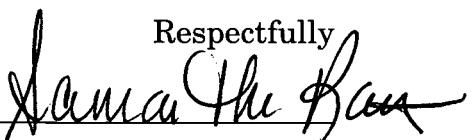
The lower court and the Appellate Court have held that credit Acceptance applying a rebate on Rajapakse's account was accurate. This is far from the Truth in Lending Act which states that rebates only apply to the financing of new vehicles. A rebate can not be applied to any services. The Sixth Circuit has now changed the laws enacted by Congress and ruling of this court and other court of appeals to state judges not can become accountants to justify the two inconsistent balance of a creditor or a payment history could be inaccurate and still justify the creditor to entitlement. If this question is not addressed by the court, the

public interest in the courts protection of the fourth Amendment will be non existent.

**CONCLUSION:**

A Stay of the mandate is essential to protect Plaintiff's right as pro se to seek relief from the courts when a Judge or Magistrate commits open judicial misconduct under the Article of a private entity and creditor from seize property in seeking relief. Without interim relief, Petition for certiorari and correct the Six Circuit extraordinary decision to uphold a law identical to one this court has already upheld and protect for representing themselves and consumer laws in this court. This court should uphold the laws departed by the lower and Appeals court and Stay the proceedings and Order the immediate Return of Petitioner's vehicle to her.

Dated: 19<sup>th</sup> of October 2019

Respectfully  
/s/ 

Samantha D. Rajapakse  
*Pro se Plaintiff Appellant*  
708 Marley Way  
Chattanooga, TN 37412  
423-551-1854  
[Samantharajapakse@ymail.com](mailto:Samantharajapakse@ymail.com)

*In The*  
*Supreme Court of the United States*

**SAMANTHA RAJAPAKSE**, A Citizen of the United States, in her capacity as Plaintiff, Representing herself as *Pro se.*,

***Petitioner***

v.

**CREDIT ACCEPTANCE CORPORATION**, A business corporation, represented by **Stephen W. King**, Counsel for the **Corporation** and **Individual** parties, Brett A. Roberts, Executive Executive Officer, Glenda Flanagan, Executive Vice President, Thomas N. Tryforos, Private Investor, Steven M. Jones, John S. Soave, Board of Credit Acceptance Scott J. Vassalluzzo, Managing Member, Kenneth S. Booth, Chief Financial Officer, Charles Pierce, Chief Legal Officer, Daniel A. Ulatowski, Chief Sales Officer, Sandra Pollard, Manager of Regulatory, Etal

***Respondents***

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On Application to Stay the Mandate of the  
United States Court of Appeal for the Sixth Circuit

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**SUPPLEMENT BRIEF OF PETITIONER**

**SUPPLEMENT FOR STAY**

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To the Honorable Sonia Sotomayor  
Associate Justice and Justices for the United States and  
Circuit Justice for the Sixth Circuit

---

Samantha Rajapakse  
*Pro se/ Petitioner*  
708 Marley Way  
Chattanooga, TN 37412  
423-551-1854  
samantharajapakse@ymail.com

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## **Supplement Brief of Petitioner**

The Supplement Brief calls the Court attention to three Intervening developments not readily available at the time of Petitioner's last filing on October, 4, 2019, that may affect the Court's consideration of the case.

### **Additional Federal Question**

Do District Court Judges and Magistrates committing judicial misconduct have the government privileges and immunity as Supreme Court Judges?

### **JURISDICTION**

This Court has original and exclusive jurisdiction of all controversies under ***28 U.S.C§ 2101 and Rule 15 of the Supreme Court.***

Any other appeal or any writ of certiorari intended to bring any judgement or decree in a civil action, suit, or proceeding before the Supreme Court for review shall be taken and applied for within ninety days after the entry of such judgement or decree. A Justice of the Supreme Court, for good cause shown, may extend the time for applying for a writ of Certiorari for a period not exceeding sixty days.

**Supreme Court Rule 15:** Supplement Brief can be made at any time and should comply with Rule 33. Should be brief and in plain terms.

**Supplement To:** Additional support the Writ of Certiorari for Review, the Application for Mandate Stay pending Disposition of Petitioner's Wirt of Certiorari Review and Petitioners Writ of Certiorari.

**Relief sought:** To stay all proceedings before the Sixth Circuit Court of Appeals and to vacate the District Court final Judgments. The return of Petitioner's Property

**I. October,2019 term of this court reviewing cases of violation of the Fourth Amendment.**

Cases of violation of the Fourth Amendment related to Law Enforcement and the judicial behavior are similar to Petitioner's Samantha Rajapaakse's addressing the subject of the Fourth Amendment of government intrusion. The Sixth Circuit recent opinions between September-October,2019 the courts departed so far from the Appellate Courts in Petitioners case because of her pro se status. These cases from the Sixth Circuit held related to similar issues with the Petitioner case

a) *Bisig, et al v. Time Warner Cable, [No. 18-5483, Decided*

**October 4, 2019; 6<sup>th</sup> Cir. ]. Untimely submission of documentation:** Similar to Bisig v. Time Warner Cable the District Court sanctioned the Magistrate for allowing Time Warner to produce documents years after pending litigation to the Plaintiffs. Credit Acceptance waited four years to produce application "only" of Samantha Rajapakse signature in applying for a warranty or vehicle service agreement. The lower court and appeals review that as a proof of warranty, a violation of the Magnuson-Moss Act. Credit Acceptance could not established two years into the litigation. District Court

allowed Credit Acceptance to withdraw a five month pleading and file an untimely answer in court and answer with the application document only.

**b) Helm v. Ratterman, [No. 17-6367, Decided June 18, 2019] Oral Contract v. Written Contracts:** The Sixth Circuit held [courts] looks to what event should a person alerted the typical lay person to protect his or property rights (quoting *Hughes v. Vanderbilt Univ.*, 215 F.3d 543, 548 (6<sup>th</sup> Cir. 2000); and at that point complete and present action cause action such that he can “file” suit and obtain relief, *Wallace v. [Kato]*, 549 U.S. 384, 388 126 S. Ct. 1091 (2007) (quoting *Bay Area Laundry & Dry Cleaning Pension Trust Fund v. Ferber Corp. of Cal.*, 522 U.S. 192, 201. Same evidence presented from Credit Acceptance and Rajapakse into the record of the court [**Appendix K and L**]. Petitioner’s Fourteenth Amendment was violated as a result the court holding. Denial a Petitioner the right to appeal based on the lower court’s ruling is a direct violation of the Fourteenth Amendment rights.

**II. Petitioner was entitled to Summary Judgment under rule 56 as a matter of Law:** [C]laims based on fraud pose 'a high risk of

abusive litigation.'" *Republic Bank & Trust Co. v. Bear Stearns & Co.*, 683 F.3d 239, 247 (6th Cir. 2012) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 569 n.14 (2007)). Federal Rule of Civil Procedure 9(b) provides, "In alleging fraud . . . , a party must state with particularity the circumstances constituting fraud . . . . Malice, intent, knowledge, and other conditions of a person's mind may be alleged generally." Fed. R. Civ. P. 9(b).

**III. *Rajapakse had a right to demand protection of her property in the court under the Fourth Amendment of an invalid debt: T.C.A 47-9-607(A)*** seller must notify a buyer by mail at his last known address that their vehicle would be sold at a certain time and place prior to the resale of the repossession. Credit Acceptance failure and did not provide Rajapakse the right to redeem her property and move the property which they were not entitled to an auction and resold and without Rajapakse waiving her right to repossession. Credit Acceptance failed to take reasonable opportunities when Rajapakse attempted to contact the company through phone and via counsel to make reasonable efforts to have the vehicle returned to her to avoid the sale of the collateral, *R.J of Tenn. V. Blankenship-Melton Real Estate*, 166 S.W. 3d 195, 203 *L TN Ct of App.* Tennessee law does not enforce quasi-contract and therefore, the court violated Rajapakse's Fourth Amendment by intervening in to a private matter.

**IV. Issue of Judicial Misconduct is the Front and Center in the Supreme Court:** An article from the Washington Post dated October 19, 2018 reported Chief Justice John G. Roberts seeking the Appellate Court of Colorado to hear dozens of complaints filed by women against Justice Brett M. Kavanaugh. The DC district asked Justice Roberts to transfer the complaint due the judges served with Justice Kavanaugh. The district court held that Supreme Court Justices are not under the judicial misconduct ethics, but the Appellate Courts and District Courts were held for judicial misconduct. The Supreme court addressed allegation of Justice Kavanaugh's misconduct over a decade ago with no documentation to support such actions. Yet, evidence to support Magistrate Stephanie Dawkins-Davis judicial misconduct that warrant impeachment. The issue has risen again during the inquiry of the President Donald J. Trump by the House of Judiciary and once again, center the Supreme Court Justice Kavanaugh. Justice Ruth Bader Ginsburg dissent and joined by Justice Steven in *Arizona v. Evans*, 514, U.S 1 “ [T]he exclusionary rule should be applied to judicial clerical errors because such error magnified and can hugely impact an innocent citizens life.

Rajapakse Fourteenth Amendment was violated during the proceedings when District Judge Matthew Lietman compared the

race and color of Rajapakse with Magistrate Dawkins-Davis, both who are African-American. By the actions of the lower court and the appeals court, a government entity of the UNITED STATES, the judicial branch of the United States intentional deprived Petitioner of the Fourth Amendment and Fourteenth Amendment rights to deprive her of life, liberty and the right to enjoyment of her property by allowed Credit Acceptance to wrongfully seize property they were not entitled to. District Court further intervene when Rajapakse's petition for the Magistrate to Disclosed under *Fed. R. Civ. P. 26* her affiliation with Credit Acceptance. District Court intervene on a private matter and made it government matter therefore, the Fourth Amendment applies to his case for view as well as judicial misconduct.

This Court should not turn a blind eye on those private citizens who come before the court without an attorney and allow the Circuit and lower Court to depart from the findings of other Circuit courts and Supreme court to magnify the impact of an individual citizen and public trust [***dissent from Justice Ruth Bader Ginsburg***] which has already in present question. The Supreme Court do not have jurisdiction of its own regarding to

judicial misconduct, nor should it support judicial misconduct at the root of a judges tenure.

**V. Pro se litigants have become more discriminated in the courts in seeking their rights and protection in the courts.**

Magistrate and the district court failure to mandatory disqualify herself of evidential impartiality brings reasonable questions on her personal bias or prejudice concerning the proceedings, *28 U.S.C§ 455*. Sixth Circuit denied Rajapakse the right to appeal as a matter of law not because she could afford the fees, instead what the Magistrate ruled establishing a violation again, of her Fourteenth Amendment Right. This court has held many times how the Appellate and District court should handle in regards to well-pleaded complaints to draw all reasonable inferences in favors and not be held to the same standards as attorneys, *U.S. v. Day, 969, F.2d 39, 42* and the fundamental rule and substantial justice, of public policy and private peace which should be cordially regarded and enforced in the courts, *Hart Steel v. Railroad Supply Co., 244 U.S. 294, 299*.

The fact the court departed from the Laws and previous issues held before this court and other Appellant Court of protecting the Fourteenth Amendment of those representing themselves, Pro Se should be brought to the attention the attention to this court the Sixth Circuit Court of the lower court. 2011, The Sixth Circuit held Pro se litigants are required careful Protection where highly technical requirement are involved, especially when enforcing those requirements might result in a loss of the opportunity to prosecute or defend a lawsuit on the merits. *Brown v.*

*Matauszak*, 415 F .Ed Appx. 608, 616., but failed to provide that same protection to Petitioner who is pro se.

This case supports full miscarriage of justice against a Protective Class and someone representing themselves before the court seeking relief and just worse in committing these offensives acts.

### **Conclusion**

Petitioner's Writ for Certiorari is ripped for review in this court to protect those who come before the court without counsel the rights of the courts to enforce the Fourteenth Amendment of the Constitutional of the United States, the right from intrusion of the government to deprive a person without counsel the right to protect their property under the Fourth Amendment and the right to enjoyment of a citizen to enjoy their property in a private manner without government interference.

The Writ and Stay should be granted.

Date: October 11, 2019

/s/   
Samantha Delane Rajapakse  
Pro Se/Plaintiff/ Petitioner  
708 Marley Way  
Chattanooga, TN 37412  
423-551-1854  
[Samantharajapakse@ymail.com](mailto:Samantharajapakse@ymail.com)

*In The*  
*Supreme Court of the United States*

**PROOF OF SERVICE**

I, **Samantha Rajapakse**, do swear or declare that on this date, **30<sup>th</sup>** of **September, 2019** as required by Supreme Court **Rule 29**, I have served the enclosed **SUPPLEMENT BRIEF FOR PETITINER FOR A WRIT OF CERTIORARI** and **SUPPLEMENT TO STAY** under Supreme Court **Rule 15** on each party to the above proceedings or that party Counsel, and on every other person require to be served, by depositing an envelope containing the above documents in the U.S. mail properly addressed to each of them and with **FIRST-CLASS** postage prepaid or by delivery to a Third-party commercial carrier within 3 calendar days.

The name and address of those served as follows:

**Counsel on the record of the courts for all parties of Credit Acceptance except Former Defendant Robert Williams, Managing Member of One Stop Auto Sales**

**Counsel Stephen W. King  
King and Murray LLC  
355 S. Old Woodward Ave.  
Birmingham, MI 48009  
248-792-2396**

  
/s/ Samantha Rajapakse

Samantha Rajapakse

## **INDEX TO APPENDICES**

**Appendix A-1:** Order from the Appellate Court from Petitioner seek stay to Proceed to the Supreme Court of the United States Supreme Court/ Denied

**Appendix B-1:** Order from the District Court of Eastern Michigan seeking To proceed in the Sixth Circuit Court of Appeals/ Denied

**Appendix C-1:** Payment history of Petitioner's, Samantha Rajapakse showing Payments made from February, 2014 to June, 2016 including Refund [Rebate] for cancellation of non-delivery of goods and Service attached to the installment loan of Balance loan Amount of \$17,334.34 as the original loan balance.

Credit reports shown are submitted to support the Credit report entered into the lower court record of Appendix [ K ] and [ L ] attached to the Writ of Certiorari.

**Appendix D-1:** Credit history reported by Furnisher, Credit Acceptance Corporation on Petitioner's, Samantha Rajapakse's credit Report for the year 2016, in the amount of \$10,893.00 as the Original loan balance. Equifax

**Appendix E-1:** Credit history reported by Furnisher, Credit Acceptance Corporation on Petitioner's, Samantha Rajapakse's credit Report for the year 2017, as the original loan balance of \$10,893.00 including skip reporting information. Equifax

**Appendix F-1:** Credit history reported by Furnisher, Credit Acceptance Corporation on Petitioner's Samantha Rajapakse's credit Report for the year 2018, of the original loan balance of \$10,893. Including skip payment data information. Equifax

**Appendix G-1:** Credit history reported by Furnisher, Credit Acceptance Corporation on Petitioner's Samantha Rajapakse's credit Report for the year 2019, the including skip payments. Showing the balance as \$5,649. Equifax

**Appendix H-1:** Credit history reported by Furnisher, Credit Acceptance Corporation on Petitioner's

Samantha Rajapakse from Experian showing  
Original loan balance as \$10,893. [ **This was entered  
Into the record of the court as merit Feb. 2018 to  
Support the return of the property**].

**Appendix I-1:** Letter from Shelby County Edmund Ford, Jr., County  
Commissioner, who hold a Bachelor and Master in  
Math and Science conclusion regarding the loan  
Between Samantha Rajapakse and lender, Credit  
Acceptance Corporation.

Appendix  
D-1

formation

2016 Reported  
\$10,893.60

Scheduled Payment Amount	Actual Payment Amount	Date of Last Payment	High Credit	Credit Limit	Amount Past Due	Type of Loan	Activity Designator
\$361	\$200	8/1/2016	\$10,893		\$518	Auto	

able  
: Chapter 13 Bankruptcy Dismissed

PO Box 98873 Las Vegas NV 89193-8873 : (702) 269-1000

Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification
09/26/2017		\$300		Monthly	19		
Amount Past Due	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd Charge Off Amount	Deferred Pay Start Date Balloon Pay Amount Balloon Pay Date Date Closed

Credit Grantor For Status: Type of Loan - Credit Card: ADDITIONAL INFORMATION - Credit Card:

1/2019 06/2018

1 1

formation

>>> We have researched the credit account. Account # - 7706\* The results are: THE FOLLOWING FIELDS HAVE BEEN MODIFIED: \*ACCOUNT HISTORY  
\*HISTORICAL ACCOUNT INFORMATION. If you have additional questions about this item please contact: Credit Acceptance Corporation, 25505 W 12 Mile Rd, Southfield, MI 48034-1846 Phone: (800) 634-1506

Credit Acceptance Corporation 25505 W 12 Mile Rd. Southfield MI 48034-1846 : (800) 634-1506

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification
7706*	01/07/2014	\$0	\$0					
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd Charge Off Amount

06/09/2019	\$5,649	\$5,649	\$0	\$361	09/2016	\$0	\$0
------------	---------	---------	-----	-------	---------	-----	-----

Status	Type of Account	Type of Loan	Whose Account	Portfolio Indicator	Portfolio Status
Repossession	Installment		Individual Account		

ADDITIONAL INFORMATION:

Consumer Disputes - Reinvestigation in Process

Account History with Status Codes

← Disputing Amount

01/2019	03/2018	02/2018	01/2018	09/2016
K	K	K	G	1

(Continued On Next Page)

Page 4 of 22

9156084789GML-002727697- 1386 -

01/18	\$5,649	\$361		2/1/2017	\$10,893		\$5,288	Auto	
-------	---------	-------	--	----------	----------	--	---------	------	--

ADDITIONAL INFORMATION:

Consumer Disputes This Account Information

Collection Account

Chapter 13 Bankruptcy Dismissed

Fixed Rate

12/17	No Data Available							
11/17	No Data Available							
10/17	No Data Available							
09/17	\$5,640	\$361	\$200	8/1/2016	\$10,893			Auto

ADDITIONAL INFORMATION:

Consumer Disputes This Account Information

Chapter 13 Bankruptcy Dismissed

08/17	\$5,640	\$361	\$200	8/1/2016	\$10,893		\$518	Auto	
-------	---------	-------	-------	----------	----------	--	-------	------	--

ADDITIONAL INFORMATION:

Chapter 13 Bankruptcy Dismissed

Never filed  
Credit Under

07/17	No Data Available							
06/17	\$5,640	\$361	\$200	8/1/2016	\$10,893		\$518	Auto

ADDITIONAL INFORMATION:

Chapter 13 Bankruptcy Dismissed

- Appendix

E-1

Violation of  
Fair Credit Act



Historical Account Information

	Balance	Scheduled Payment Amount	Actual Payment Amount	Date of Last Payment	High Credit	Credit Limit	Amount Past Due	Type of Loan	Activity Designator
12/18	No Data Available								
11/18	No Data Available								
10/18	No Data Available								
09/18	No Data Available								
08/18	No Data Available								
07/18	No Data Available								
06/18	No Data Available								
05/18	No Data Available								
04/18	No Data Available								
03/18	\$5,649	\$361		2/1/2017	\$10,893		\$5,649	Auto	

Additional Information: Consumer Disputes This Account Information; Involuntary Repossession; Chapter 13 Bankruptcy Dismissed; Fixed Rate

02/18	\$5,649	\$361		2/1/2017	\$10,893		\$5,649	Auto	
01/18	\$5,649	\$361		2/1/2017	\$10,893		\$5,288	Auto	

10,893 Balance  
Reported 2018

Additional Information: Consumer Disputes This Account Information; Collection Account; Chapter 13 Bankruptcy Dismissed; Fixed Rate

12/17	No Data Available								
11/17	No Data Available								
10/17	No Data Available								
09/17	\$5,640	\$361	\$200	8/1/2016	\$10,893			Auto	

Additional Information: Consumer Disputes This Account Information; Chapter 13 Bankruptcy Dismissed

08/17	\$5,640	\$361	\$200	8/1/2016	\$10,893		\$518	Auto	
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10,893 Balance  
Reported 2017

Additional Information: Chapter 13 Bankruptcy Dismissed

(Continued On Next Page )

## Appendix

G-1

Credit Acceptance Corporation 25505 W 12 Mile Rd Southfield MI 48034-1846 : (800) 634-1506

Account Number		Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification				
7706*		01/07/2014	\$0	\$0									
Items As of	Balance	Amount Past Due	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
06/22/2019	\$5,649	\$5,649		\$0	\$361	09/2016			\$0		\$0		
Status	Type of Account	Type of Loan			Whose Account		Portfolio Indicator			Portfolio Status			
Repossession	Installment				Individual Account								

## ADDITIONAL INFORMATION:

Consumer Disputes This Account Information

Chapter 13 Bankruptcy Dismissed

Involuntary Repossession

↑ Feb 3-4 2018

Fixed Rate

## Account History With Status Codes

01/2019 03/2018 02/2018 01/2018 09/2016

K K K G 1

Historical Account Information									
	Balance	Scheduled Payment Amount	Actual Payment Amount	Date of Last Payment	High Credit	Credit Limit	Amount Past Due	Type of Loan	Activity Designator
05/19	No Data Available								
04/19	No Data Available								
03/19	No Data Available								
02/19	No Data Available								
01/19	\$5,649	\$361					\$5,649		

## ADDITIONAL INFORMATION:

Consumer Disputes This Account Information

Chapter 13 Bankruptcy Dismissed

Involuntary Repossession

Fixed Rate

Court E  
Through C. Bureau

Historical Account Information								
	Balance	Scheduled Payment Amount	Actual Payment Amount	Date of Last Payment	High Credit	Credit Limit	Amount Past Due	Type of Loan

12/18	No Data Available							
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11/18	No Data Available							
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10/18	No Data Available							
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09/18	No Data Available							
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08/18	No Data Available							
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07/18	No Data Available							
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06/18	No Data Available							
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05/18	No Data Available							
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04/18	No Data Available							
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03/18	\$5,649	\$361		2/1/2017	\$10,893		\$5,649	Auto
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Additional Information: Consumer Disputes This Account Information; Involuntary Repossession; Chapter 13 Bankruptcy Dismissed; Fixed Rate

02/18	\$5,649	\$361		2/1/2017	\$10,893		\$5,649	Auto
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01/18	\$5,649	\$361		2/1/2017	\$10,893		\$5,288	Auto
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Additional Information: Consumer Disputes This Account Information; Collection Account; Chapter 13 Bankruptcy Dismissed; Fixed Rate

12/17	No Data Available							
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11/17	No Data Available							
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10/17	No Data Available							
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09/17	\$5,640	\$361	\$200	8/1/2016	\$10,893			Auto
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Additional Information: Consumer Disputes This Account Information; Chapter 13 Bankruptcy Dismissed

08/17	\$5,640	\$361	\$200	8/1/2016	\$10,893		\$518	Auto
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### **Credit Account Information**

(For your security, the last 4 digits of account number(s) have been replaced by "1". This section includes open and closed accounts reported by credit grantors.)

**Account Column Title Descriptions:**

**Account Number** - The Account number reported by credit grantor  
**Date Acct. Opened** - The Date that the credit grantor opened the account  
**High Credit** - The Highest Amount Charged  
**Credit Limit** - The Highest Amount Permitted  
**Terms Duration** - The Number of Installments or Payments  
**Terms Frequency** - The Scheduled Time Between Payments  
**Months Reviewed** - The Number of Months Reviewed  
**Activity Designator** - The Most Recent Account Activity  
**Creditor Class** - The Type of Company Reporting The Account  
**Date Reported** - Date of Last Reported Update  
**Balance Amount** - The Total Amount Owed as of the Date Reported  
**Status** - Condition of Account When Last Updated by Creditor or Otherwise

Amount Past Due - The Amount Past Due as of the Date of Last Payment  
Actual Pay Amt - The Actual Amount of Last Payment  
Sched Pay Amt - The Requested Amount of Last Payment  
Date of 1st Delinquency - The Date of First Delinquency  
Date of Last Actvty - The Date of the Last Account Activity  
Date Maj Delq Rptd - The Date the 1st Major Delinquency Reported  
Charge Off Amt - The Amount Charged Off by Creditors  
Deferred Pay Date - The 1st Payment Due Date for Deferring  
Balloon Pay Amt - The Amount of Final(Balloon) Payment  
Balloon Pay Date - The Date of Final(Balloon) Payment  
Date Closed - The Date the Account was Closed

<b>Account History</b>	1 : 30-59 Days Past Due 2 : 60-89 Days Past Due 3 : 90-119 Days Past Due 4 : 120-149 Days Past Due	5 : 150-179 Days Past Due 6 : 180 or More Days Past Due G : Collection Account H : Foreclosure	J : Voluntary Surrender K : Repossession L : Charge Off
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**Credit Acceptance Corporation**

20505 W 12 Mile Rd Southfield MI 48034-1846 (800) 634-1506

7706:

Date Opened

**Credit Lim**

### ms Duration

### Term Frequency

Mem.

J : Voluntary Surrender  
K : Repossession  
L : Charge Off

Items As of Date Reported		Balance Amount	Amount Past Due	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of 1st Delinquency	Date of Last Activity	Date Mgr. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount
06/09/2019		\$5,649	\$5,649			\$361	09/2016					

Status - Repossession: Type of Account - Installment; Whose Account - Individual Account: ADDITIONAL INFORMATION - Consumer Disputes - Reinvestigation  
Account History 01/2018 03/2018 02/2018 01/2018 09/2016  
with Status Codes K K K G 1

### Historical Account Information

	Balance	Scheduled Payment Amount	Actual Payment Amount	Date of Last Payment	High Credit	Credit Limit	Amount Past Due	Type of Loan
05/19	No Data Available							
04/19	No Data Available							
03/19	No Data Available							
02/19	No Data Available							
01/19	\$5,649	\$361						

Additional Information: Consumer Disputes This Account Information: Chapter 13 Bankruptcy Dismissed; Involuntary Repossession: Fixed Rate

(Continued On Next Page)

Case No. 19-1192

APPENDIX  
A-1

UNITED STATES COURT OF APPEALS  
FOR THE SIXTH CIRCUIT

ORDER

SAMANTHA DELANE RAJAPAKSE

Plaintiff - Appellant

v.

CREDIT ACCEPTANCE CORPORATION; BRETT A. ROBERTS; STEVEN M. JONES; KENNETH S. BOOTH; DOUGLAS W. BUSK; CHARLES A. PIERCE; ARTHUR SMITH; JOHN S. SOAVE; DANIEL A. ULATOWSKI; BOARD OF CREDIT ACCEPTANCE CORPORATION; GLENDA FLANAGAN; THOMAS N. TRYFORUS; SCOTT J. VASSAUZZO; SANDY POLLACK

Defendants - Appellees

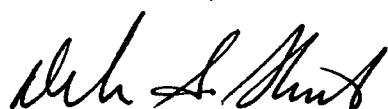
Appellant having previously been advised that failure to satisfy certain specified obligations would result in dismissal of the case for want of prosecution and it appearing that the appellant has failed to satisfy the following obligation(s):

The proper fee was not paid by **October 16, 2019**.

It is therefore **ORDERED** that this cause be, and it hereby is, dismissed for want of prosecution.

ENTERED PURSUANT TO RULE 45(a),  
RULES OF THE SIXTH CIRCUIT  
Deborah S. Hunt, Clerk

Issued: October 17, 2019



UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

Appendix

B-1

SAMANTHA RAJAPAKSE,

Plaintiff,  
v.

Case No. 17-cv-12970  
Hon. Matthew F. Leitman

CREDIT ACCEPTANCE CORP., *et al*,

Defendant.

---

**ORDER DENYING APPLICATION TO PROCEED ON APPEAL  
WITHOUT PAYING FEES OR COSTS (ECF #147)**

On February 27, 2019, this Court entered an order dismissing with prejudice all of the claims brought by Plaintiff Samantha Rajapakse, who was proceeding *pro se*. (See ECF #143.) In the same order, the Court certified that an appeal could not be taken in good faith. (See *id.*) The Court also entered judgment against Rajapakse. (See ECF #144.)

Rajapakse filed a Notice of Appeal, and she has now filed an application to proceed on appeal without paying fees or costs. (See ECF #147.) The application is **DENIED**. Under 28 U.S.C. 1915(a)(3), “[a]n appeal may not be taken in forma pauperis if the trial court certifies in writing that it is not taken in good faith.”

Because this Court certified that Rajapakse could not take an appeal in good faith, she may not proceed in forma pauperis on appeal.

**IT IS SO ORDERED.**

s/Matthew F. Leitman

MATTHEW F. LEITMAN

UNITED STATES DISTRICT JUDGE

Dated: March 25, 2019

I hereby certify that a copy of the foregoing document was served upon the parties and/or counsel of record on March 25, 2019, by electronic means and/or ordinary mail.

s/Holly A. Monda

Case Manager

(810) 341-9764

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

SAMANTHA RAJAPAKSE,

Plaintiff,

Case No. 17-cv-12970  
Hon. Matthew F. Leitman

v.

CREDIT ACCEPTANCE CORP.,

Defendant.

---

**ORDER (1) DENYING PLAINTIFF'S MOTION TO STAY (ECF #137) AND  
(2) DIRECTING PLAINTIFF TO INFORM THE COURT IF SHE WISHES  
TO FILE SEPARATE OBJECTIONS TO THE REPORT AND  
RECOMMENDATION (ECF #136)**

On January 30, 2019, the assigned Magistrate Judge issued a report and recommendation (the “R&R”) with respect to the following pending motions in this action: (1) Defendants’ motion to dismiss (ECF #123), (2) Plaintiff’s motion for summary judgment (ECF #119), (3) Plaintiff’s motion to expedite the return of her vehicle (ECF #127), (4) Plaintiff’s motion to compel the return of her vehicle (ECF #129), and a motion to amend her motion for summary judgment (ECF #134). (*See* R&R, ECF #137.)

On January 31, 2019, Plaintiff filed a motion for an “immediate stay of all proceedings” (the “Stay Motion”). (*See* ECF #137.) The Stay Motion includes several attacks on the Magistrate Judge. The attacks on the Magistrate Judge are

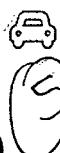
wholly without merit. In addition, the Stay Motion provides no basis, whatsoever, for the requested stay of proceedings. Accordingly, the Stay Motion (ECF #137) is **DENIED**.

The Court notes that the Stay Motion does appear to include some criticisms of the legal conclusions reached in the R&R. It is not clear, however, whether Plaintiff intended to include her objections to the R&R in the Stay Motion or if Plaintiff intends to file her objections to the R&R in a separate document. Therefore, Plaintiff is **DIRECTED** to inform the Court, in writing, by no later than **February 8, 2019**, whether (1) she would like the Court to consider the legal objections to the R&R included in the Stay Motion to constitute her objections to the R&R or (2) she intends to file a separate document that will include all of her legal objections to the R&R. If Plaintiff intends to file a separate document that includes all of her legal objections to the R&R, that document shall be filed with the Court no later than **February 13, 2019**.

**IT IS SO ORDERED**

s/Matthew F. Leitman  
MATTHEW F. LEITMAN  
UNITED STATES DISTRICT JUDGE

Dated: February 1, 2019



<b>Credit Acceptance</b> Act.# 7701***	<b>\$518</b> <b>Past Due</b>	<b>01.01.2014</b> Opened	<b>\$10,893</b> High Balance	<b>\$5,640</b> Balance
<b>Individual Account</b>	<b>Vehicle Loan</b> Account Type	<b>Open</b> Condition	<b>10.18.2016</b> Date Reported	<b>\$361</b> Payment

**Creditor Contact:** PO BOX 513, SOUTHFIELD, MI 48037 | BYMAILONLY

**Remarks:** Customer disputed account - reported by subscriber.

Appendix  
H-1

#### Payment History

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	✓	✓	✓	✓	✓	✓	✓	✓	30	30		
2015	✓	✓	✓	✓	✓	✓	NR	✓	✓	✓	✓	✓
2014										✓	✓	✓



<b>Credit One Bank Na</b> Act.# 44479623681***	<b>Current</b>	<b>09.01.2017</b> Opened	<b>\$300</b> Credit Limit	<b>\$309</b> Balance
<b>Individual Account</b>	<b>Credit Card</b> Account Type	<b>Open</b> Condition	<b>01.18.2018</b> Date Reported	<b>\$25</b> Payment

**Creditor Contact:** PO BOX 98875, LAS VEGAS, NV 89193 | (702) 269-1000

#### Payment History

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	✓											
2017	NR	✓	✓	✓								
2016	NR											



<b>First Premier Bank</b> Act.# 51780063811***	<b>Closed</b>	<b>08.01.2011</b> Opened	<b>\$700</b> Credit Limit	<b>\$0</b> Balance
<b>Individual Account</b>	<b>Credit Card</b> Account Type	<b>Closed</b> Condition	<b>09.13.2011</b> Date Reported	<b>\$0</b> Payment

**Creditor Contact:** 601 S MINNESOTA AVE, SIOUX FALLS, SD 57104 | (605) 357-3440



# Shelby County Board of Commissioners

DR. EDMUND FORD, JR.  
Commissioner  
District 9

APPENDIX  
I-1

January 23, 2019

Samantha D. Rajapakse  
7114 Tanager Court  
Chattanooga, TN 37412

Dear Ms. Samantha Rajapakse:

Ms. Samantha Rajapakse has asked me to review an account she is associated with and provide my opinion. I know Ms. Rajapakse personally working with her on political issues in the city of Memphis and professionally as well.

I am a former Math teacher working with the Shelby County Schools formally Memphis City Schools. I was also a former City Councilman for the City of Memphis where I have drafted proposed city budgets for fiscal years for the operation of the city. I obtained my Bachelor's degree Mathematics and Master's Degree in Mathematics and Science. Based on my experience and education Ms. Rajapakse asked me to review her account with a creditor, Credit Acceptance Corporation over an installment loan of a vehicle.

After reviewing two (2) payment histories from the company and Ms. Rajapakse's detailed credit report, related to two (2) original balances of a higher and lower amount resulting in the same balance is highly impossible. After careful review of documentation presented I could not come to any conclusion of which balance can be validated as the accurate amount.

Sincerely,  
Edmund Ford, Commissioner



Account #: 77067517  
Customer: RAJARAKSE, SAMANTHA

Payment History  
entered in Court

Date: 07/29/16  
Page: 1 of 2

## Transaction Report (Collectible transactions)

Address: 1435 Ragon St  
City: Memphis  
State: TN

Zip APPENDIX

Date	Description	Sub Type	Reference	Agent	Entered by	Amount	%/Total
01/08/14	NEW CONTRACT				LSS	\$17,334.24	\$17,334.24
02/13/14	DIRECT PAYMENT	WU WEB DEBIT CARD	16181305		WU_PROXY	(\$365.00)	\$16,969.24
03/14/14	DIRECT PAYMENT	WU IVR ATM	16623029		WU_PROXY	(\$361.13)	\$16,608.11
04/18/14	LATE FEE				OPERATOR	\$18.06	\$16,626.17
04/28/14	DIRECT PAYMENT	WU COLLECTOR ACH RE	17231338		OPERATOR	(\$362.00)	\$16,264.17
05/07/14	TRANSACTION CORRECTION				WU_PROXY	\$362.00	\$16,626.17
05/10/14	BANK WIRE TRANSFER	MONEY GRAM	88379080		OPERATOR	(\$350.00)	\$16,276.17
05/17/14	BANK WIRE TRANSFER	MONEY GRAM	61107577		OPERATOR	(\$25.00)	\$16,251.17
05/18/14	LATE FEE				OPERATOR	\$18.06	\$16,269.23
05/28/14	DIRECT PAYMENT	WU COLLECTOR ACH RE	17647653		OPERATOR	(\$362.00)	\$15,907.23
06/05/14	BANK WIRE TRANSFER	MONEY GRAM	19771150		OPERATOR	(\$170.00)	\$15,737.23
06/06/14	TRANSACTION CORRECTION				WU_PROXY	\$362.00	\$16,099.23
06/09/14	BANK WIRE TRANSFER	MONEY GRAM	63457535		OPERATOR	(\$209.00)	\$15,890.23
06/18/14	LATE FEE				OPERATOR	\$18.06	\$15,908.29
06/28/14	DIRECT PAYMENT	WU COLLECTOR ACH RE	18099824		OPERATOR	(\$362.00)	\$15,546.29
06/30/14	BANK WIRE TRANSFER	MONEY GRAM	44255868		OPERATOR	(\$150.00)	\$15,396.29
07/03/14	TRANSACTION CORRECTION				WU_PROXY	\$362.00	\$15,758.29
07/04/14	BANK WIRE TRANSFER	MONEY GRAM	28475944		OPERATOR	(\$230.00)	\$15,528.29
07/18/14	LATE FEE				OPERATOR	\$18.06	\$15,546.35
07/30/14	BANK WIRE TRANSFER	MONEY GRAM	85435523		OPERATOR	(\$240.00)	\$15,306.35
08/01/14	BANK WIRE TRANSFER	MONEY GRAM	34869819		OPERATOR	(\$140.00)	\$15,166.35
8/14	LATE FEE				OPERATOR	\$18.06	\$15,184.41
08/30/14	BANK WIRE TRANSFER	MONEY GRAM	81881452		OPERATOR	(\$379.19)	\$14,805.22
09/18/14	LATE FEE				OPERATOR	\$18.06	\$14,823.28
09/30/14	BANK WIRE TRANSFER	MONEY GRAM	82323872		OPERATOR	(\$380.00)	\$14,443.28
10/18/14	LATE FEE				OPERATOR	\$18.06	\$14,461.34
11/01/14	DIRECT PAYMENT	WU WEB ATM	19921769		WU_PROXY	(\$377.00)	\$14,084.34
11/18/14	LATE FEE				OPERATOR	\$18.06	\$14,102.40
11/30/14	BANK WIRE TRANSFER	MONEY GRAM	76007081		OPERATOR	(\$200.00)	\$13,902.40
12/01/14	BANK WIRE TRANSFER	MONEY GRAM	94765745		OPERATOR	(\$175.00)	\$13,727.40
12/18/14	LATE FEE				OPERATOR	\$18.06	\$13,745.46
01/03/15	BANK WIRE TRANSFER	MONEY GRAM	28999255		OPERATOR	(\$200.00)	\$13,545.46
01/04/15	DIRECT PAYMENT	WU WEB DEBIT CARD	20852352		WU_PROXY	(\$190.00)	\$13,355.46
01/18/15	LATE FEE				OPERATOR	\$18.06	\$13,373.52
01/28/15	DIRECT PAYMENT	WU WEB ATM	21192985		WU_PROXY	(\$380.00)	\$12,993.52
02/18/15	LATE FEE				OPERATOR	\$18.06	\$13,011.58
02/24/15	DIRECT PAYMENT	WU WEB DEBIT CARD	21627630		WU_PROXY	(\$374.00)	\$12,637.58
03/18/15	LATE FEE				OPERATOR	\$18.06	\$12,655.64
03/22/15	DIRECT PAYMENT	WU WEB DEBIT CARD	22059937		WU_PROXY	(\$250.00)	\$12,405.64
03/29/15	BANK WIRE TRANSFER	CHECK FREE PAY	TN0438024320005		WU_PROXY	(\$130.00)	\$12,275.64
04/18/15	LATE FEE				OPERATOR	\$18.06	\$12,293.70
05/01/15	DIRECT PAYMENT	WU WEB DEBIT CARD	22686414		WU_PROXY	(\$210.00)	\$12,083.70
05/03/15					WU_PROXY		

(TRANS.REP)



# Transaction Report (Collectible transactions)

Date: 07/29/16  
Page: 2 of 2

Account #: 77067517  
Customer: RAJARAKSE, SAMANTHA

Address: 1435 Ragan St  
City: Memphis  
State: TN Zip: 381066101

Date	Description	Sub Type	Reference	Agent	Entered By	Amount	Balance/Total
05/03/15	BANK WIRE TRANSFER	CHECK FREE PAY	TN0438024670006		WU_PROXY	(\$170.00)	\$11,913.70
05/18/15	LATE FEE				OPERATOR	\$18.06	\$11,931.76
05/31/15	DIRECT PAYMENT	WU WEB DEBIT CARD	23156901		WU_PROXY	(\$18.06)	\$11,913.70
05/31/15	DIRECT PAYMENT	WU WEB DEBIT CARD	23156901		WU_PROXY	(\$245.94)	\$11,667.76
05/31/15	BANK WIRE TRANSFER	CHECK FREE PAY	TN0438024950006		WU_PROXY	(\$100.00)	\$11,567.76
06/18/15	LATE FEE				OPERATOR	\$18.06	\$11,585.82
06/27/15	DIRECT PAYMENT	WU WEB DEBIT CARD	23595794		WU_PROXY	(\$280.00)	\$11,305.82
07/03/15	DIRECT PAYMENT	WU WEB ATM	23707599		WU_PROXY	(\$100.00)	\$11,205.82
07/18/15	LATE FEE				OPERATOR	\$18.06	\$11,223.88
08/03/15	BANK WIRE TRANSFER	MONEY GRAM	53988790		OPERATOR	(\$180.00)	\$11,043.88
08/04/15	DIRECT PAYMENT	WU WEB DEBIT CARD	24210471		WU_PROXY	(\$193.00)	\$10,850.88
08/18/15	LATE FEE				OPERATOR	\$18.06	\$10,868.94
08/23/15	DIRECT PAYMENT	WU WEB DEBIT CARD	24519440		WU_PROXY	(\$200.00)	\$10,668.94
08/29/15	BANK WIRE TRANSFER	CHECK FREE PAY	TN0438025850003		WU_PROXY	(\$180.00)	\$10,488.94
09/18/15	LATE FEE				OPERATOR	\$18.06	\$10,507.00
10/03/15	BANK WIRE TRANSFER	CHECK FREE PAY	TN0439026160033		WU_PROXY	(\$220.00)	\$10,287.00
10/04/15	DIRECT PAYMENT	WU WEB DEBIT CARD	25230095		WU_PROXY	(\$147.00)	\$10,140.00
10/18/15	LATE FEE				OPERATOR	\$18.06	\$10,158.06
10/24/15	BANK WIRE TRANSFER	CHECK FREE PAY	TN0439026370003		WU_PROXY	(\$220.00)	\$9,938.06
10/30/15	BANK WIRE TRANSFER	CHECK FREE PAY	TN0439026430001		WU_PROXY	(\$141.00)	\$9,797.06
11/12/15	BANK WIRE TRANSFER	CHECK FREE PAY	TN0439026560002		WU_PROXY	(\$45.00)	\$9,752.06
11/26/15	BANK WIRE TRANSFER	CHECK FREE PAY	TN0439026700001		WU_PROXY	(\$290.00)	\$9,462.06
12/04/15	BANK WIRE TRANSFER	CHECK FREE PAY	TN0439026780001		WU_PROXY	(\$70.00)	\$9,392.06
12/30/15	BANK WIRE TRANSFER	CHECK FREE PAY	TN0439027030051		WU_PROXY	(\$360.00)	\$9,032.06
01/21/16	BANK WIRE TRANSFER	CHECK FREE PAY	TN0439027250001		WU_PROXY	(\$265.00)	\$8,767.06
01/28/16	BANK WIRE TRANSFER	MONEY GRAM	22623033		OPERATOR	(\$100.00)	\$8,667.06
02/28/16	BANK WIRE TRANSFER	CHECK FREE PAY	TN0439027630001		WU_PROXY	(\$165.00)	\$8,502.06
02/29/16	BANK WIRE TRANSFER	CHECK FREE PAY	TN0439027640053		WU_PROXY	(\$200.00)	\$8,302.06
04/02/16	BANK WIRE TRANSFER	CHECK FREE PAY	TN0439027970012		WU_PROXY	(\$330.00)	\$7,972.06
04/18/16	LATE FEE				OPERATOR	\$18.06	\$7,990.12
05/06/16	BANK WIRE TRANSFER	CHECK FREE PAY	TN0439028310006		WU_PROXY	(\$362.00)	\$7,628.12
05/18/16	LATE FEE				OPERATOR	\$18.06	\$7,646.18
06/04/16	BANK WIRE TRANSFER	CHECK FREE PAY	TN1460000100018		WU_PROXY	(\$200.00)	\$7,446.18
06/10/16	BANK WIRE TRANSFER	CHECK FREE PAY	TN1460000160012		WU_PROXY	(\$160.00)	\$7,286.18
06/18/16	LATE FEE				OPERATOR	\$18.06	\$7,304.24
07/06/16	BANK WIRE TRANSFER	CHECK FREE PAY	TN1460000420005		WU_PROXY	(\$160.00)	\$7,144.24
07/07/16	WARRANTY CANCELLATION		Rebate		LSS	(\$157.67)	\$6,986.57
07/16/16	BANK WIRE TRANSFER	CHECK FREE PAY	TN1460000520025		WU_PROXY	(\$65.00)	\$6,921.57
07/18/16	LATE FEE				OPERATOR	\$18.06	\$6,939.63

(TRANS.REP)