19-6804

No. _____

IN THE

**SUPREME COURT OF THE UNITED STATES**

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MICHAEL HELMS, pro se
PETITIONER

VS.

WELLS FARGO BANK et al.
RESPONDENTS

ON PETITION FOR A WRIT OF CERTIORARI
to the United States Court of Appeals for the Ninth Circuit

# PETITION FOR A WRIT OF CERTIORARI

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ORIGINAL

## QUESTION PRESENTED:

The Truth in Lending Act ("TILA"), 15 U.S.C. §§ 1601 et seq., provides special rescission rights for loans secured by a borrower's principal dwelling. This Court's unanimous opinion in Jesinoski v. Countrywide Home Loans, Inc., 135 S. Ct. 790 (2015),held that rescission is effected when the borrower notifies the lender of his intention to rescind. In this case, the United States Court of Appeals for the Ninth Circuit held that the TILA rescission claim was time barred purportedly occurring after the applicable three-year period under 15 U.S.C. § 1635(f) The lender's security interest had been extinguished as a matter of law by the rescission. The foreclosure judgment itself was therefore not valid. The question presented is: Whether, where the right to foreclose is extinguished as a matter of law by federal statute and a unanimous Supreme Court decision, and whether the invalid judgment should stand on the basis of the misapplied 3 year period under 15 U.S.C. § 1635(f).

## LIST OF PARTIES

All parties do not appear in the caption of the case on the cover page. A list of all parties to the proceedings in the court whose judgement is the subject of this petition is as follows:

Wells Fargo Bank, N.A.
420 Montgomery Street
San Francisco, California 94104
Telephone No. (415) 396-7152

Bank of America, N.A.
c/o CT Corporation System
818 West Seventh Street, 9th Floor
Los Angeles, California 90017
Telephone No. (213) 627-8252

First American Trustee Servicing Solutions, LLC
1 1st American Way
Santa Ana, California 92707
Telephone No. (800) 795-5042

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## IN THE SUPREME COURT OF THE UNITED STATES

## PETITION FOR WRIT OF CERTIORARI

Petitioner Michael Helms respectfully prays that a writ of certiorari issue to review the judgement below

## OPINIONS BELOW

The opinion of the United States court of appeal appears at Appendix A. The petition is not published

## JURISDICTION

The Date on which the United States Court of Appeals entered its judgement on August 26, 2019.

## CONSTITUTIONAL AND STATUTORY PROVISION INVOLVED

The Federal Truth in Lending Act, 15 U.S.C. § 1635
Right of rescission as to certain transactions
(a) Disclosure of obligor's right to rescind
Except as otherwise provided in this section, in the case of any consumer credit transaction (including opening or increasing the credit limit for an open end credit plan) in which a security interest, including any such interest arising by operation of law, is or will be retained or acquired in any property which is used as the principal dwelling of the person to whom credit is extended, the obligor shall have the right to rescind the transaction until midnight of the third business day following the consummation of the transaction or the delivery of the information and rescission forms required under this section together with a statement containing the material disclosures required under this subchapter, whichever is later, by notifying the creditor, in accordance with regulations of the Bureau, of his intention to do so. The creditor shall clearly and conspicuously disclose, in accordance with regulations of the Bureau, to any obligor in a transaction subject to this section the rights of the obligor under this section. The creditor shall also provide, in accordance with regulations of the Bureau, appropriate forms for the obligor to exercise his right to rescind any transaction subject to this section.
(b) Return of money or property following rescission
When an obligor exercises his right to rescind under subsection (a) of this section, he is not liable for any finance or other charge, and any security interest given by the obligor, including any such interest arising by operation of law, becomes void upon such a rescission. Within 20 days after receipt of a notice of rescission, the creditor shall return to the obligor any money or property given as earnest money, down payment, or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the creditor has delivered any property to the obligor, the obligor may retain possession of it. Upon the performance of the creditor's obligations under this section, the obligor shall tender the property to the creditor, except that if return of the property in kind would be impracticable or inequitable, the obligor shall tender its reasonable value. Tender shall be made at the location of the property or at the residence of the obligor, at the option of the obligor. If the creditor does not take possession of the property within 20 days after tender by the obligor, ownership of the property vests in the obligor without obligation on his part to pay for it. The procedures prescribed by this subsection shall apply except when otherwise ordered by a court.
(c) Rebuttable presumption of delivery of required disclosures
Notwithstanding any rule of evidence, written acknowledgment of receipt of any disclosures required under this subchapter by a person to whom information, forms, and a statement is required to be given pursuant to this section does no more than create a rebuttable presumption of delivery thereof.
(d) Modification and waiver of rights
The Bureau may, if it finds that such action is necessary in order to permit homeowners to meet bona fide personal financial emergencies, prescribe regulations authorizing the modification or waiver of any rights created under this section to the extent and under the circumstances set forth in those regulations.
(e) Exempted transactions; reapplication of provisions

This section does not apply to—
(1) a residential mortgage transaction as defined in section 1602(w) [1] of this title;
(2) a transaction which constitutes a refinancing or consolidation (with no new advances) of the principal balance then due and any accrued and unpaid finance charges of an existing extension of credit by the same creditor secured by an interest in the same property;
(3) a transaction in which an agency of a State is the creditor; or
(4) advances under a preexisting open end credit plan if a security interest has already been retained or acquired and such advances are in accordance with a previously established credit limit for such plan.
(f) Time limit for exercise of right. An obligor's right of rescission shall expire three years after the date of consummation of the transaction or upon the sale of the property, whichever occurs first, notwithstanding the fact that the information and forms required under this section or any other disclosures required under this part have not been delivered to the obligor, except that if (1) any agency empowered to enforce the provisions of this subchapter institutes a proceeding to enforce the provisions of this section within three years after the date of consummation of the transaction, (2) such agency finds a violation of this section, and (3) the obligor's right to rescind is based in whole or in part on any matter involved in such proceeding, then the obligor's right of rescission shall expire three years after the date of consummation of the transaction or upon the earlier sale of the property, or upon the expiration of one year following the conclusion of the proceeding, or any judicial review or period for judicial review thereof, whichever is later.
(g) Additional relief
In any action in which it is determined that a creditor has violated this section, in addition to rescission the court may award relief under section 1640 of this title for violations of this subchapter not relating to the right to rescind.
(h) Limitation on rescission
An obligor shall have no rescission rights arising solely from the form of written notice used by the creditor to inform the obligor of the rights of the obligor under this section, if the creditor provided the obligor the appropriate form of written notice published and adopted by the Bureau, or a comparable written notice of the rights of the obligor, that was properly completed by the creditor, and otherwise complied with all other requirements of this section regarding notice.
(i) Rescission rights in foreclosure
(1) In general
Notwithstanding section 1649 of this title, and subject to the time period provided in subsection (f) of this section, in addition to any other right of rescission available under this section for a transaction, after the initiation of any judicial or nonjudicial foreclosure process on the primary dwelling of an obligor securing an extension of credit, the obligor shall have a right to rescind the transaction equivalent to other rescission rights provided by this section, if—
(A) a mortgage broker fee is not included in the finance charge in accordance with the laws and regulations in effect at the time the consumer credit transaction was consummated; or
(B) the form of notice of rescission for the transaction is not the appropriate form of

written notice published and adopted by the Bureau or a comparable written notice, and otherwise complied with all the requirements of this section regarding notice.

(2) Tolerance for disclosures

Notwithstanding section 1605(f) of this title, and subject to the time period provided in subsection (f) of this section, for the purposes of exercising any rescission rights after the initiation of any judicial or nonjudicial foreclosure process on the principal dwelling of the obligor securing an extension of credit, the disclosure of the finance charge and other disclosures affected by any finance charge shall be treated as being accurate for purposes of this section if the amount disclosed as the finance charge does not vary from the actual finance charge by more than $35 or is greater than the amount required to be disclosed under this subchapter.

(3) Right of recoupment under State law

Nothing in this subsection affects a consumer's right of rescission in recoupment under State law.

(4) Applicability

This subsection shall apply to all consumer credit transactions in existence or consummated on or after September 30, 1995.

## STATEMENT OF THE CASE

I, Michael Helms, was solicited by Wells Fargo to apply for a loan modification in 2010. From that point on, I have been given misinformation and repeatedly deceived about the status of my mortgage, my property's title, and about Wells Fargo's ultimate motives in soliciting a home loan modification from me. By following their instructions, in my good faith effort to apply for a HAMP mortgage, I have been told lies about who owned my mortgage, where my deed was, and I have been falsely evicted. I am not a lawyer and cannot afford one. As I tried to track down the missing deed and other paperwork that Wells Fargo, Bank of America, and First America Trustee told me they had, I discovered that they were able to forge documents that enabled them to sell my home back and forth between themselves, ultimately allowing them to claim there is a clean title. They have sold my home for an amount that exceeds my loan amount, and are also keeping that profit. I ended up being unlawfully evicted, needing heart surgery, and am now homeless. The following details the timeline of events and the documentation we can provide.

When my former partner and joint tenant decided on 2005 to end our relationship and move out, I had to buy her out at the height of the market, and the real estate agency brought Wells Fargo into the picture. What was odd to me was Wells Fargo paid off CHASE bank when I believed that the loan originator was IndyMac in March 2005. But I trusted that they were professionals who were acting in my best interest, so I didn't ask why.

March 17, 2005 – I refinanced with Wells Fargo Bank, N.A. for $455,000.00. This recorded and documented in the LA County Recorder with Wells Fargo as Lender. The County Record shows that Owner/Assignee is Bank of America, N.A. Loan acquired 3/29/2005. This is the first instance where Bank of America shows up in the property documents.

During the recession that started in 2008, I grew very concerned about the economy. At that time, I had been receiving postcards from Wells Fargo advertising loan modifications. I called Wells Fargo and subsequently submitted a loan modification application. However Wells Fargo told me some information was missing, and instructed me on how correct the application and resubmit. I did so and resubmitted, but was told again that some information was missing, and how I should change the application and resubmit. This went on for a total of five submissions with Wells Fargo. Each time, they denied my application, and encouraged me to resubmit. Finally, I stopped by the Wells Fargo Branch in North Hollywood in person and spoke with a loan officer, who told me that no one was going to consider me a distressed homeowner because I was still making mortgage payments, and told me that I actually had to STOP PAYMENT on the house in order to be qualified as a distressed homeowner to apply for a loan modification.

April 1, 2011 – Date of Default.

I stopped the payment on April 2011 at the advice of this Wells Fargo bank loan officer in order to qualify for the HAMP program so I could lower my 5.75% to 2% and get through the recession. I continued to submit applications for loan modification through Wells Farge, with their encouragement. However, they

never accepted any applications and gave me conflicting reasons why, including, "I was self employed" and "I make too much" or "too little" to be qualified for a HAMP loan.

July 12, 2011 – We received a Note and Deed of Trust of Foreclosure. At this point, we started working with a local non-profit organization to help with the loan modification applications, with Wells Fargo's encouragement. Wells Fargo continued to actively solicit my business, including sending me "short sale" options, and calling me to ask me to refinance with them. At this time, we did a title search and discovered that Wells Fargo did not own the house. Furthermore, I was advised that without a clean title, I could not sell my property as a short sale through a local real estate agent. My house was underwater at this point, and due to the clouded title, our only option for a loan modification was the company that currently held our mortgage. However, I started to look more deeply into why Wells Fargo was not willing to modify my loan on the property.

Nov 14, 2011 – Wells Fargo appointed a Successor Trustee, but they did not seem to have the authority to do so. Wells Fargo's documents stated that Bank of America purchased the loan in March, 2005 (see above), then it would be only Bank of America that would have the authority to appoint a successor trustee. We believe this assignment is fraudulent.

December 05, 2011 -- Notice of Trustee's Sale. Wells Fargo sent us notice that they were going to sell our house. Around this time, we hired an attorney, who reviewed my circumstances and believed I should be able to qualify for a loan modification based on my income, and advised us to continue applying for a loan modification.

February 09, 2012 -- Corporate Assignment of Deed of Trust. Wells Fargo Bank, N.A. purportedly assigns/transfers my property (back to?) Bank of America, N.A. This is puzzling because Bank of America had already been listed as the owner. When we examined this document, we found clear evidence the document had been fraudulently signed: 1) the Vice President of Loan Documentation was listed as Taehoony Chin, a well-known robosigner, who is often found as the notary on other loan documents. 2) The notary on the document was Noreen Leak, another well-known robo signer, who is listed as Vice President of Loan Documentation whenever Taehoony Chin is listed as notary. 3) This document was created in Dakota, Minnesota, a DocX branch. DocX has been prosecuted - and the case resulted in 2012 National Mortgage settlement. 4) the documentation contained unexplained errors, such as listing Bank of America's business address as 6303 Owensmouth Ave., WH-50D, Woodland Hills, CA 91367, which was not (and never has been) an address for Bank of America - but is a Farmers Insurance building. This is the second time Bank of America was documented as being the owner/investor of my home. 5) Based on Wells Fargo's statement, the notice of default was recorded on April 1, 2011, therefore it makes no sense for Bank of America, who purportedly was the owner/investor, would purchase the loan that is at least 9 months in arrears. 6) The documents was recorded on March 5th, almost one month later. This is a sign of bulk processing.

In summation... Wells Fargo purportedly sold the investor Bank of America's house to... Bank of America. We believe the fraudulent documents were an attempt to clean up the title so that Wells Fargo and/or Bank of America could pass on a toxic asset.

December 01, 2015 – Notice of Trustee sale for Dec 23, 2015. I was told that they were selling the house at an auction - so I went to bankruptcy attorney Raymond Perez, in a desperate attempt to stall the sale of the house in order to negotiate with Wells Fargo. Our case was based on the fact that neither Bank of America nor Wells Fargo could produce the title or other documentation showing they were the legal creditors of my mortgage. The bankruptcy attorney said I needed to find out who legally owned the property, but for unknown reasons he could not help with that.

Feb 2016-Sept 2016 – We hired a law firm JT Legal in Glendale to negotiate a loan with Wells Fargo, based on allegation of dual tracking in 2011- 2013 and clouded titles. Wells Fargo acted as if they were willing to help me with the loan modification while proceeding with foreclosure. We did not know that banks are prohibited from processing a foreclosure on a property while loan application was in process. At this point, we somehow learned that the house was sold to Bank of America (again!?) - but there were no records about this sale. It was not recorded till November 27th, 2016, almost one year later on the county records.

Sep. 13, 2016 - Qualified Written Request to locate the note of the property, was sent to Bank of America, Wells Fargo, the First American Title insurance.

Sept 27, 2016, I sent a notice of rescission to Bank of America and Wells Fargo, due to the fact they were unable to produce the documents to make them a legal owner of the house. Both parties did not respond.

Oct 13, 2016 Wells Fargo replied to Qualified Written Request – Wells Fargo did not provide a legally binding note with endorsement.

October 14, 2016 Bank of America replied to Qualified Written Request: "We're unable to locate an account based on the information you sent and need additional information to respond to your request." This raises more questions. Why would a BofA, who bought our loan (twice) and was at several points listed as the owner/investor, not have ANY information on the property?

November 10, 2016 BofA sent another letter saying Bank of America is the "investor of the loan" - and it is Wells Fargo that owns the note.

Nov 27, 2016 A Trustees Deed Upon Sale was filed in LA County Records – unpaid debt and amount purportedly paid by Grantee $568,001.31. The Deed of Trust was conveyed to Bank of America, N.A.

Sale date was listed December 23, 2015. So Bank of America was the owner when they sent us a letter saying they were not the owner.

April 2017 -I filed a Federal lawsuit against Wells Fargo, Bank of America and First American Title. Case No. 2:17-cv-03183-CBM-SK

Oct. 18, 2017 – Bank of America initiates Eviction - without NOTE or valid beneficiary claim. Wells Fargo's name was nowhere on the eviction paperwork. However, curiously, real estate agents of Wells Fargo showed up and began handling the sale of the house

During this intervening time, we fought Wells Fargo and Bank of America through the federal court system.

June 2019, Wells Fargo attorney, Raagini Shah, emails that Wells is willing to sell the house for $620,000, but We started to loan application with CalHFA - but then the REO agent who was representing the house told my partner that they were only willing to sell the house for cash but could not provide a clear title. We were told by a CalHFA agent that no one would give us a loan under those conditions, without a clear title or title insurance.

In July, the house was sold to a local real estate agent Ralph Suarez at $565, 000 but this time the Wells Fargo REO agent was provide evidence of a clear title that allowed Ralph Suarez to obtain the needed title insurance to acquire a loan. We feel this was discrimination, and a clear violation of the Fair Housing Act, and currently being investigated by the LA County Consumer Department. Currently, as of November 2019, Ralph is selling the house for $979,000. Mr Suarez knew the house was involved in Federal litigation but has not disclosed this to any potential buyers.

August 26, 2019 - Appeal Dismissed (see Appendix A)

To this day, Bank of America denies that they own the title of the house. We have received a copy of the purported "note" from Wells Fargo - but without any kind of endorsement.

What puzzling to me was/is, Wells Fargo told me that Bank of America, the investor, refused to make the payment affordable at 2%, even though they were paid to do so. And Bank of America at the same time claimed they were NOT the investors and therefore unable to negotiate any type of loan modification.

As a loan servicer, Wells Fargo was indeed in a position to make the loan affordable - but refused to do so. The only loan modification they offered us was a Trial Payment Plan in 2012. This "Trial Payment

Plan" was deemed illegal and Wells lost in a class action lawsuit in Corvello vs. Wells Fargo case (3:10-cv-05072-JSW) in 2013.

Admittingly I have been too trusting in responding to postcards and phone calls that promised me to get an affordable rate of 2%, to save our home, and ended up being defrauded.. I have a wife and a young child to take care of and I have depleted all my retirement and savings on lawyers and service agents fees.

But what is devastating is the banks' unwillingness to lower my rate when the government is paying them to do so. I had perfect credit, had never missed a house payment for almost 20 years, I had savings in the bank, and money to cover at least two years house payments but was still denied a loan modification. Even our bankrupcy lawyer believed I qualified for HAMP and encouraged me to continue trying to modify my loan. But I ended up losing my house (and my studio work place) all because Wells Fargo made a standard practice of defrauding homeowners and robo signing documents, as documented by the Washington Post reported on March 17, 2014 (Wells Fargo Foreclosure Manual)

I don't think the judges are hearing the real story of our struggles (see Appendix A). I believe that Wells Fargo and Bank of America are trying to drag out proceedings and thereby drain all assets of claimants.

I'm a senior - and can no longer fight because I had open heart surgery caused by the stress of the unlawful eviction of 2017 and my subsequent homelessness. In addition to my health, this fraud has also impacted my livelihood and financial health, because my house was also my studio - and I have been a well regarded photographer in Los Angeles for 40 years.) My studio, my home, my savings, and my retirement have been dissolved all because of a robo signing, unlawful eviction, and dual tracking our loan modification while they were processing a foreclosure on my home.

I hope this will allow us to reach to a jury trial at the 9th circuit.

## REASONS FOR GRANTING THE WRIT

The United States Supreme Court settled a Circuit split regarding the act of invoking a TILA rescission, relying on the plain language of the TILA statute, in its Jesinoski ruling. While the focus has been on how a rescission is in effect, WHEN a rescission is in effect, as laid out in 15 U.S.C. § 1635(f), continues to be inconsistently applied in the lower courts or applied contrary to the purpose of the Truth In Lending Act and as Congress intended to protect consumers from predatory creditors. In this case the petitioner was denied any consumer protections and adequate legal representation despite well documented abuses and settlements from the financial crisis by the two main purported creditors Wells Fargo Bank, N.A. and Bank of America, N.A. working together resulting in an unlawful foreclosure, a cruel eviction and abuses by alleged illegal house flippers.

Reason 1. The Ninth Circuit's Decision in this Case is Directly in Conflict with the Supreme Court's Jesinoski Decision, Which Interpreted One of Our Nation's Most Important Consumer Protection Laws, and Misapplies the Three-Year Period under 15 U.S.C. § 1635 (f).

The TILA rescission statute and this Court's opinion in Jesinoski declare the note and mortgage void upon mailing of the rescission. It is the lender who then must challenge the rescission, lest it be in violation of the three TILA rescission duties: Return of the canceled note, cancel lien and return money paid by the borrower. 15 U.S.C. § 1635(b) ("Within 20 days after receipt of a notice of rescission, the creditor shall return to the obligor any money or property given as earnest money, down payment, or otherwise, and **shall** take any action necessary or appropriate to reflect the termination of any security interest created under the transaction.") (emphasis added).

In the petitioner's case the unpublished Memorandum No. 18-56559 the district court held that it "...dismissed as time-barred Helm's Truth In Lending Act ("TILA" rescission claim because Helms failed to exercise timely his right to rescission within the applicable three-year period under 15 U.S.C. § 1635(f). *See* 15 U.S.C. § 1635(f) (Under TILA, a borrower's right of rescission expires three years after the date of the loan's consummation or upon the sale of the property, whichever comes first); Jesinoski v. Countrywide Home Loans, Inc., 574 U.S. 259 (2015) ( a borrower may exercise right of rescission by notifying the lender of borrower's intent to rescind within three years after the transaction is consummated)."

As to the 3 year time frame courts have departed from the letter of the law as the Jesinoski decision mandates when the interests of predatory creditors are placed ahead of the rights of borrowers by using the purported closing date as analogous to consummation of the purported transaction.

In Butticci v. Bank of America, N.A. A142043 CA First Appellate District Division 5 the court determined that TILA and fraud claims failed because "...Butticci failed to plead facts demonstrating why she could not have discovered the alleged misrepresentations earlier despite reasonable diligence". In this case the court determined Butticci "...did not not make any showing of due diligence" and cites "(Cervantes v. Countrywide Home Loans, Inc. (9th Cir. 2011) 656 F.3d 1034, 1045 [equitable tolling applies "'in situations where, despite all due diligence, the party invoking equitable tolling is unable to obtain vital information bearing on the existence of the claim[,]'" citation omitted];".

With various attempts at modifying the purported loan and requests to various agents, constituting dual tracking violations, to confirm the true beneficiary I was under duress and tried all I could to save my home only to be deceived and manipulated at every turn.

Unlike Butticci, as court alleged, I tried in good faith to resolve the purported loan issues and obtain vital information on beneficiary claims but never received a note copy or any other relevant documentation of disclosures until recently, months after the rejected appeal of the dismissal of my complaint. Wells Fargo refused to provide ANY information in spite of numerous Qualified Written Requests. Bank of America's response to numerous Qualified Written Requests was simply,"We don't know who you are and have no information on your property".

Whereas there were contradictory claims of the purported beneficiary in the past years between Bank of America N.A. and Wells Fargo Bank N.A. and other deceptive claims of unverified agents, the note that was finally received bore no endorsement to Bank of America, N.A. nor even an endorsement in blank.

Neither of the purported beneficiaries has provided a loan history or verified the investor as required when a loan is transferred.

Both Wells Fargo and Bank of America have been cited as main culprits of the 2008 financial crisis yet received trillions of dollars in bailouts and aid along with other predatory lenders, while families such as mine, and all borrowers, continue to suffer from the same predatory and abusive practices of these predatory and criminal entities.

Whereas the Jesinoski court affirmed the "...right to rescind does not last forever", the foreclosure process was not intended to last forever with deception and deceptive business practices, especially in light of the National Mortgage Settlement, which both purported beneficiaries signed onto, requiring reliable evidence of a valid transaction and a valid chain of title as does the CA Homeowner Bill of Rights.

In cases where the purported beneficiary does not validate the debt and provides deceptive and unreliable evidence of a valid transaction there can be no trigger of the 3 year time-frame and the letter of the law should apply that the TILA rescission is in effect despite an unlawful sale.

The 2013 Consumer Financial Protection Bureau guide to the Truth In Lending Act states: "If the required rescission notice or material TILA disclosures are not delivered or if they are inaccurate, the consumer's right to rescind may be extended from three days after becoming **obligated** on a loan to up to three years."
If a lender/creditor cannot demonstrate, not only the terms of a loan, but that the transaction has even occurred, there cannot be a legitimate obligation which goes to the state of California concepts of rescission relating to contracts and the counter intuitive concept that the contract is assumed to be formed but is extinguished leaving an equitable remedy, as in the unlawful taking of a property and destruction of a home to, at a minimum, return the property. (Ca Civil § 1688 et seq.) As stated in the kinseylaw.com web site:

"A finding that there never was a meeting of the minds on the essential terms--i.e., that the parties lacked contractual intent--means that no contract was formed. If money has changed hands, or one party has taken possession, there may be an equitable remedy. But there is no remedy of rescission, "since a contract cannot be rescinded if it has never been formed." [Hedging Concepts, Inc. v. First Alliance Mortgage Co. (1996) 41 Cal.App.4th 1410, 1417-1418, 49 Cal.Rptr.2d 191, 196]"

For this court to go along with the change to the creditor influenced term "closing" as the trigger for the TILA 3 year time-frame for rescission allows years of abuse to occur such as in my case and many others since the 2008 financial crisis.

Not only is the borrower a victim of the abusive creditor but any future buyer and the community is harmed. In my case I have offered to buy back the property and I was in negotiations when the property was flipped and then put on the market at a speculative price of over $300,000 profit in a matter of months. Before the illegal flip a broker was quoted as saying the pending court decision was not a problem and he or an associate bragged that they had done over 800 foreclosures. It can only be guessed how many of these sales involved families that had their homes stolen from them without any recourse.

## Conclusion

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

Respectfully Submitted

Michael Helms

November 22, 2019