

21 - 5137

*In the  
Supreme Court of the United States*

---

SAMANTHA RAJAPAKSE- Petitioner

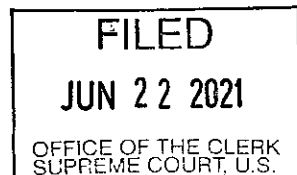
v.

CREDIT ACCEPTANCE CORPORATION, etal- Respondents

---

On Petition for Writ of Certiorari in the  
Sixth Circuit Court of Appeals  
No. 19-1192

---



**Petition for Writ of Certiorari**

---

Samantha Rajapakse  
*Plaintiff/ Pro se*  
3221 Westonia Drive  
Chattanooga, TN 37412  
Samantha.rajapakse@outlook.com  
423-551-1854

### Question Presented

Does the Sixth Circuit have the authority and jurisdiction to stray from the Court of Appeals and the Supreme Court to affirm the District Court judgment granting immunity to Credit Acceptance Corporation, a subprime auto lender from the Fair Credit Reporting Act, Fair Billing Act, and the Magnuson-Moss Act enacted by Congress and enhanced by the Comprehensive Consumer Credit Reporting Act of 2016?

### **Question Presented**

Does the Sixth Circuit have the authority and jurisdiction to stray from the Court of Appeals and the Supreme Court to affirm the District Court judgment granting immunity to Credit Acceptance Corporation, a subprime auto lender from the Fair Credit Reporting Act, Fair Billing Act, and the Magnuson- Moss Act enacted by Congress and enhanced by the Comprehensive Consumer Credit Reporting Act of 2016?

## Table of Contents

### Petition for Writ of Certiorari

	<u>Page</u>
Petition for Writ of Certiorari	5
I.    Opinion Below	5
II.   Jurisdiction	5-7
III.  Authority	8-9
IV.   Constitutional and Statutory	11-12
V.    Statement of Case	13
VI.   Reason for Grant	18
A. The Courts action of a Private repossession turned The case into a federal action which violates Rajapakse's Fourth Amendment.....	12-13
B. Rights of Pro se Rajapakse to defend her Property Rights in the courts.....	19
C. Sixth Circuit opinion opens the door for Discrimination to Minorities and violation of the Fourth Amendment, .....	20
D. The Sixth Circuit opinion ruled on an issue never address in the District Court or Appellate Court in affirming its decision.. .....	20
E. Sixth Circuit enforced a Vehicle Service Warranties are Quasai Contracts which cannot be enforced. ....	24-24

**E. Sixth Circuit affirming the Distict Court of a private repossession turned the case into a federal action which violates Rajapakse 4<sup>th</sup> Amendment:**

**F. Sixth Circuit affirm the lower court discrediting § 1681 regulating Furnishes reporting information on Rajapakse's Credit Report:**

**G. Sixth Circuit affirm the lower court discrediting § 1681 regulating Furnishes reporting information on Rajapakse's Credit Report: .....-28**

**H. Previous Opinions from the Appellate Courts Affidavits and Evidence not supporting Credit Acceptance Deceptive History behavior. ....28-29**

**I. The Sixth Circuit denied Petitioner right to Summary Judgement against Credit Acceptance for violations as a matter of law. ....29**

**CONCLUSION ..... 29**

***Appendix A:*** Order from Sixth Circuit Court 2021

***Appendix B:*** Order from the Sixth Circuit March 2019

***Appendix C:*** District Court of Eastern Michigan

***Appendix D:*** Petitioner's Equifax Credit Report

***Appendix E:*** Affidavit from Robert Williams, One Stop Auto Sales

***Appendix F:*** Affidavits from Credit Acceptance Consumers of their account

**Appendix G:** Default letter from Credit Acceptance showing the  
Original loan balance

ii

**Petition for Writ of Certiorari**

The Sixth Circuit has affirmed the District Court of Eastern Michigan grant Credit Acceptance Corporation, a private corporation, from liability to Plaintiff for violation of the *15 U.S.C §1681* of the Fair Credit Reporting Act. This case is a First Impression whether the court can declare immunity to a creditor other than the government of United States of America for a consumer seeking relief.

**Opinion Below**

The Sixth Circuit held the lower court decision Credit Acceptance was immune from being sued in court for violation of the Magnuson-Moss Act, intentionally violated the Fair Credit Report and Truth in Lending Act. The court discredited the laws and regulation, and the agency of the Consumer Financial Protection Bureau, related regulations furnish accurate information on a consumer's credit and the right for a consumer to bring suit. The lower court allowed Credit Acceptance to wrongful seize/ wrongful

repossess Rajapakse's vehicle with just the contract and two inconsistent payment histories and credit report to support the debt owed not validated. The Sixth Circuit also affirmed Petitioner's petition for failure to state a claim.

### JURISDICTION

#### *Case from Federal Court.*

The Opinion of the United States Court of Appeal at *Appendix A* to the petition is unpublished.

The Opinion of the United States District Court at *Appendix B* to the Petition unpublished.

March 05, 2021, case from the Court of Appeal was decided. Petition filed a timely Petition before March 19<sup>th</sup>, 2021, of the deadline Overnight by United States Postal Service to the court but due to the Covid-19 it was filed March 14, 2021. March 29, 2021, Court of Appeals for the Sixth Circuit denied an En banc hearing as untimely.

The jurisdiction of this court is invoked under 28 U.S.C. § 1251 (1) for Writ of Certiorari to be Granted.

Petitioner's petitioning seeking review of Certiorari under Rule 10 (a) the Sixth Circuit of Appeals has entered a decision in conflict with the decision of all United States Court of Appeals on the same important

matter; has decided an important federal question in a way that conflicts with the decision of the United States Supreme Court of last resort and has departed from the accepted and usual course of judicial proceedings, has sanctioned such a departure by a lower court, as to call for an exercise of this Court's supervisory power.

Petitioner's Petition on review of Certiorari is filed within the last decision before the Sixth Circuit Rule 13 within the ninety days.



## AUTHORITY

- Blum v. Yaretsky**, 457 U.S. 991, 1004
- Bracy v. Gramley**, 520 U.S. 899 117 S.Ct. 1793
- Brown v. Matauszak**, 415 F.Ed Appx. 608,618 (6<sup>th</sup> Cir. )
- C.F Rowlett v. Auheuser-Busch**, 832 F.2d 194 206
- First National Bank of Arizona, v. Cities Serv. Co.**  
391 U.S. 253 88 S.Ct. 1575, 20 L.Ed 2d 569 (1968)
- Fuentes v. Shevin**, 407 U.S. 67
- Garaux v. Pulley**, 739 F.2d 437,439 (9<sup>th</sup> Cir.
- Harlow v. Fitzgerald**, 457 U.S. 800, 818
- Hensley v. Gassman**, 693 F. .3d 681, 687
- Liberty Lobby v. Anderson**,  
477 U.S. 242 106 S.Ct. 2505, 91 L.Ed 2d 202
- Matsushita Elec. Indus. Co v. Zenith Radio Corp.**,  
475 U.S. 574, 587 106 S. Ct. 1348, 89 L. Ed. .2d 538
- Middaugh v. City of Three Rivers**, No. 15-1140
- Morgan v. Church's Fried Chicken**, 829 F. .2d 10-
- Nixon v. Candon**, 286 U.S. 73 52 S. Ct. 484 76 L. Ed 984
- Pailko v. Connecticut**,  
302 U.S. 310, 325-326 [58 S. Ct. 149, 152, 82 L Ed. 288]
- Soldal v. Cook County**,  
506 U.S. 56 62-63 113 S.Ct. 538 121 L.Ed. 2d 450 (1992)

**Saucier v. Katz**, 533 U.S. 194, 201

**Streit v. Frieside Chrysler Plymouth, Inc.** , 697 F. .2d. 193

**U.S. v. Maze**, 414, U.S. 395 94 S. Ct. 646 38 L. Ed. .2d 603

**U.S. v. Place**, 462 U.S. 696 101 103 S.Ct. 2637, 77 L.Ed 2d 110 (1983)

**Wadlington v. Credit Acceptance Corp.** 76 F.3d 103

No. 94-2143

**Wilbank v. Sec. of Health and Human Services**, 847 F. .2d 301, 303

### **Related Cases**

Rajapakse v. Credit Acceptance Corporation 2:16-cv-13144

Rajapakse v. Equifax Information Services No. 1:2020-cv-00080 TWT

### **CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED**

#### **Bill of Rights Article III Sec. 2**

The judicial Power shall extend to all cases, in law and equity, arising under this Constitution, the laws of the United States, and treaties made, or which shall be made, under their authority;—to all cases affecting ambassadors, other public ministers and consuls;—to all cases of admiralty and maritime jurisdiction;—to controversies to which the United States shall be a party;—to controversies between two or more states;— between a state and citizens of another State,—between citizens of different States,—between citizens of the

same state claiming lands under grants of different states, and between a state, or the citizens thereof, and foreign states, citizens or subjects.

**U.S. Consitution IV Fourth Amendment** Fourth Amendment involving government intusion in a private transaction between the parties and the right of entitlement.

he right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.

**U.S. Consitution IVX Fourteenth Amendment**

All persons born or naturalized in the United State and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any peson of life, liberty, or property, without due proces of the law, nor deny to any person within its jurisdiction the equal protection of the laws.

Other

**STATUTORY**

15 U.S.C§ 1601 Truth in Lending Act Z Regulation of auto loans

15 U.S.C §1601- §1692 Fair Credit Reporting Act

15 U.S.C §1692i(a)(2) §1692k Fair Debt Collection Practice Act.

15 U.S.C §2300-§2301 Magnuson-Moss Act

18 U.S.C§ 1001

## RULES

Federal Rule of Civil Procedure 56

## DOCTRINE

Doctrine of Qualified Immunity

Due Process Clause

## Introduction

A consumer's credit report has become a vital part of life which affects a person's employment, credit worthness, and even obtaining insurance. Congress has enacted more forceful laws to protect credit reporting to empower but provide relief when regulation for non-compliance not just for the credit reporting agencies, but for the furnishers providing information to a consumer's lending. Rod Griffin, Director of Consumer and Advocacy for Experian gave an interview with CNBC said Americans are obsessed with working on having a perfect credit score. Griffin stated:

**"There's a lot tied up in a credit score. Sure, in theory it simply tells companies how "creditworthy" a particular individual is — how likely they are to pay their bills on time. And a good score, on the higher end of a range typically between 300 and 850, can lead to lower interest rates on loans and better credit card offerings. But for consumers, it's not always purely a financial tool: There's an emotional component to it, too, that can drive people to extreme lengths to improve their scores."**

Even a small inaccuarate could affect a consumer's credit score from fifteen to twenty points causing denial of auto, housing, and even a higher interest rate on purchases. It is for this reason, when credit reporting agency and furnishers fail to comply with the regulations set up by congress the judicial system is designed to make a consumer whole and promote trust in the consumer laws and with the courts.

### Statement of the Case

Petitioner, Samantha D. Rajapakse in January 2014 purchased a 2004 Chevy Trailblazer from One Stop Auto Sales in Memphis, Shelby County, Tennessee. The dealer stated there was an existing warranty on the vehicle that covers bumper-to-bumper coverage and all Rajapakse had to do was go to any dealership or repair shop after the deductible of \$100.00 can have the vehicle repaired. The amount of the warranty was included \$1,300.00 without the knowledge of Rajapakse and the retail price of \$9,800.00. Payments were \$361.00 starting February 2014 for forty-eight months. No documentation was provided prior to or after to verify the warranty associated with the vehicle. Months after purchasing the vehicle the check engine indication came on the vehicle and Rajapakse attempted take it to various repair shops and dealerships to have the vehicle repaired and was denied. After several contacts in an attempt from the One Stop Auto and Credit Acceptance to provide proof of service coverage Rajapakse demanded a refund of the warranty on the vehicle and adjust the lending amount of the balance. The dispute in locating the warranty extended for two (2) years with Credit Acceptance. June 2016 Credit Acceptance had no indication of where the warranty could be used but stated because they had told Rajapakse the warranty existed she was not entitled to a full refund but instead a rebate or pro rate for the remaining time left on the warranty. Rajapakse disagreed and filed a complaint in district court of Eastern Michigan.

## Judiciary Proceedings

### **History of the District Court First Proceedings:**

Petitioner pro se first proceedings were filed in June 2016, in the District Court of Eastern Michigan against Credit Acceptance Corporation. Credit Acceptance filed a motion to compel arbitration. District Court granted Credit Acceptance motion to arbitration and dismissed Petitioner's complaint without Prejudice. Credit Acceptance rescinded their right to arbitration and Rajapakse filed a notice with the court informing of the creditor's actions. District Court denied Plaintiff's motion and denied her motion and notice. Credit Acceptance never arbitrated the dispute. *[Appendix B]*.

### **History of the District Court Second Proceedings:**

Petitioner's, Pro se filed her second case in September 2017 against Credit Acceptance, its Board Members and management after was discovery during the dismissal of Petitioner's first case and the filing of her second case. Credit Acceptance was reporting a lower balance \$10,334.34 to all three of the credit reporting agencies and sending Rajapakse a higher balance \$17,334.34 (both) as the original loan balance for the same auto loan. Experian and Trans Union removed and suppressed Credit Acceptance from reporting after sufficient documentation was provided, but Equifax continued to allow Credit

Acceptance to report inaccurate payments and failed to post payments. In January 2017 Credit Acceptance affirmed the debt as \$10,334.34 and Rajapakse had already paid \$12,334.34 so Rajapakse cease making payments to Credit Acceptance and Credit Acceptance cease any collection of debt against Rajapakse. Rajapakse continue her suit against Credit Acceptance for inaccurate information prior to Rajapakse's last payment showing missed some payments the balance of the warranty coverage \$5,469.34 and not the loan for the vehicle on Rajapakse's Equifax Credit Report. In February 2018 one year after Rajapakse made her last payment Credit Acceptance Corporation sent Rajapakse a default balance \$5,649.34 for the warranty and one (1) day later repossessed the vehicle. Petitioner immediately filed several injunctive motions to the district court to have the vehicle returned due to inaccuracies payment histories from the three payment histories obtained by Credit Acceptance; district court denied her motions. A preliminary hearing was held in which both parties were instructed by the Magistrate to present evidence i.e., proof of payments for the ruling merits on the entitlement of the vehicle. Petitioner presented Credit Acceptance two inconsistent payment histories showing every payment made from February 2014 to January 2017 alone with proof of payment and the second one that did not show any credits on the account related to the warranty. Credit Acceptance provided a third payment history and an affidavit from an Agent of Credit Acceptance stating Rajapakse missed payments from February 2014 to October 2014 and the first payment started in November 2014. Credit Acceptance told the District Court



Rajapakse drove the vehicle for six months without payment. The district court ordered Credit Acceptance not to remove the vehicle until the court was allowed to review the evidence; the order was oral and not stated into the order. Credit Acceptance refused to provide Rajapakse location of the vehicle within the 10 days so that she may allowed retain the vehicle with payment or retain her personal items that were left in the vehicle at the time of the repossession. Petitioner requested through the court seeking her personal items which the court never addressed or order Credit Acceptance to provide such location. Credit Acceptance relocated the vehicle to an undisclosed auction location for a schedule date of sale. The District Court Magistrate report and recommendation stated since Credit Acceptance already had the vehicle, they had entitlement and if Rajapakse should file for summary judgment and seek damages if there were any. Petitioner filed twice and was denied by the district court. Credit Acceptance later sold at an undisclosed date. A year later, Credit Acceptance had the repo driver return partial personal items in Rajapakse's vehicle. Petitioner provided affidavits entered into the record of the court from other Credit Acceptance Consumers with similar issues related to their account i.e., miss applied payments, warranty coverage, hidden fees, and wrongful repossessions. Credit Acceptance did not provide any additional evidence to rebuttal.

Petitioner amended her complaint to include One Stop Auto Sales and Robert Williams, owner for misrepresenting warranty coverage of the vehicle sold to

Rajapakse. Defendant Williams provided to the court via his attorney an affidavit detailing Credit Acceptance marketing the warranty and gap insurance as a condition in obtaining an auto loan approval. how Credit Acceptance not only market the warranties i.e., but acting as a creditor and debt collector on the vehicle service agreement and gap insurance by handling consumer's claims, arbitrating disputes, and provided incentives to authorized dealers who sold the services warranties to its customers as a condition of loan approval. Pre-damaged vehicles were selected by Credit Acceptance for consumer financing without disclosing to the consumer the damages of the financed vehicles. The district court opinion was Rajapakse made the statement related to the warranty not Williams and Credit Acceptance had immunity because there were no laws against auto lenders for consumers to bringing suit against.

#### **Opinion of the Sixth Circuit Court:**

Petitioner returned to the Sixth Circuit as a Right to Appeal which the court affirmed the District Court ruling stating Rajapakse failed to state a claim in which relief could be sought.

Petitioner petitioned to en banc due on March 19,2021 which was filed to arrive to the court under Rule 29 of the Court of Appeal but was denied due to the

court received it overnight via the United States Postal Service it but filing the petition untimely.

## REASON FOR GRANTING CERTIORARI

### **A. Credit Acceptance was granted the same sovereign Immunity as the United States Government:**

March 26, 2021 the Sixth Circuit Appellate Court upheld the District Court of Eastern Michigan judgment that a private creditor, Credit Acceptance Corporation was granted immunity a creditor violates the *15 U.S.C § 1681* of the Fair Credit Reporting Act, Fair Billing Act, and the Magnuson-Moss Act *15 U.S.C § 2300, § 2301* The Sixth Circuit affirming the district court ruling will have a major impact on consumer's credit setting an auto loan contract itself if enforceable even when the account is in error and set a precedence as the only court in the United States who can authorize and grant immunity when a creditor or furnisher non-compliance of laws enacted by Congress.

The affirmation of the Sixth Circuit allows other courts to decide who is entitled as a consumer to protected by the laws enacted by Congress and who is not. If the courts have personal issues with a person race, sexuality, or just being pro se it will be up to their discretion to deny a consumer right of protection by the court by granting immunity to creditor's negligence and intentional wrongdoing. The trust in consumer's having the empowerment of

Congress enacted laws would be worthless because all other courts would be obligated to enforce except this Circuit and the lower court jurisdiction.

**B. 15 U.S.C§ 1681 of the Fair Credit Reporting Act and the Comprehensive Consumer Credit Reporting Act 2016 established by Congress Protects Consumer's credit Accuracy and regulate furnishers.**

Two years prior to Petitioner filing her second complaint Congress enacted the Comprehensive Consumer Credit Reporting Act of 2016 to empower consumers how to handle credit disputes under Sec. 106 requiring Furnishers of credit information to maintain maximum accuracy records necessary to verify accurate disputes. Credit Acceptance had three (3) payment histories entered into the record of the court which leaves not dispute information was not accurate. District court began to explain the accounting process that not even Credit Acceptance could explain. Concluding the Sixth Circuit affirmed the district court to not enforced the laws enacted by Congress instead dissect a creditor's accounting even when the creditor cannot do it themselves. The same Sixth Circuit who affirmed the lower court judgment is the same court who opinionon held in *Watkins v. Simmons & Clark*, 618 F.2d 398, 399 the purpose of statutory recovery is to "encourage lawsuits by individuals' consumers as a means of enforcing creditors compliance with the act."

**C. Sixth Circuit opinion opens the door for Discrimination to Minorities and violation of the Fourth Amendment:**

In review of Petitioner's writ is a constitutional question whether a constitutional violation occurred where the vehicle seized was objectively unreasonable. Three inconsistent payment histories on one original loan are unreasonable and a constitutional violation, *U.S. v. Place*, 462 U.S. 696, 701 103 S. Ct. 2637, 77 L.Ed 2d 110. The Sixth Circuit opinion leaves the door for creditors inaccurate accounts to have property taken from when there is not entitlement. This entitlement by the courts can affect a person with a good credit score to experience a decrease in credit even when the consumer can show an accurate payment record a conflict in a previous opinion by the court prohibiting of unreasonable seizure to entend to property regardless of whether the processor or has private interest in upholding the Fourth Amendment, *Soldal v. Cook County*, 506 U.S. 56 62-63 113 S.Ct. 538 121 L.Ed 2d 450. An intentional discrimination in deliberate or reckless disregard to a Plaintiff's rights like Rajapakse's civil rights to punitive damages, *C.F. Rowlett v. Auheuser-Busch, Inc.*, 832 F.2d 194, 206

**D. The Sixth Circuit opinion ruled on an issue never address in the District Court or Appellate Court in affirming its decision.**

District Court nor the Credit Acceptance never argued Plaintiff failed to state a claim. Infact, Credit Acceptance again asked for motion to compel to arbitrate which is a breach of their contract due to the vehicle being repossessed. Petition asserted that in Credit Acceptance own contract it states that default repossession is not to be arbitrated. This issue brings to the attention what this court opinion regarding Pro se litigation's cases being dismissed by Rule 12 for failure to state a claim. The same Circuit held that the court must treat all of the well-pleaded allegations of the complaint as true, *Saylor v. Parker Seal Co.*, 975 F.2d 252, 254 most favorable to the Plaintiff, *Scheuer v. Rhodes*, 415 U.S. 232, 236 94 S.Ct. 1683 40 L.Ed 2d 90. A Complaint by a pro se is to be taken liberal and not held by the same standard and counsel. The court must also consider in a complaint in order to survive a motion to dismiss for failure to state a claim under rule 12(b)(6) should be denied only if it appears "beyond doubt" that the Plaintiff not not prove not set of facts in support of the claim that would entitle the Plaintiff for relief, *Bell Atlantic v. Twombly*, 548 U.S. 903 127 S.Ct. 1955. This was not the case and Credit Acceptance should not have prevailed.

**D. Sixth Circuit affirming the Distict Court of a private repossession turned the case into a federal action which violates Rajapakse 4<sup>th</sup> Amendment:**

The United States Constitution Fourth Amendment states " All Persons shall be secured by unreasonable search and seizure. This court held in *Blum v. Yaretsky*, 457 U.S. 991, 1004, raising issues of the government violating the fourth Amendment in a private case, two issues have to be risen. 1) a sufficient transformation of a private repossession to a government to a state action and it 2) has to be unreasonable. This court further held that whether the right at issue was clearly establish at the time of the defendant allege misconduct, *Saucier v. Katz*, 533 U.S. 194, 201. The Doctrine of qualified Immunity Protects government officials "from liability for civil damages inso far as their conduct does not violate clearly established statutory or constitutional rights which a reason person would have know, *Middaugh v. City of Three Rivers*, No. 15-1140, Sixth Circuit, March 29,2017 (quoting *Harlow v. Fitzgerald*, 457 U.S. 800, 818; *Hensley v. Gassman*, 693 F. 3d. 681, 687. Conflicting opinions from the Sixth Circuit in a previous ruling held that the circuit determined the federal court authority holding the rights of a pro se litigant requires 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 lawsuite on the merits, *Brown v. Matauszak*, 415 F.Ed Appx. 608,618 (quoting *Garaux v. Pulley*, 735 F.2d 437,439 9<sup>th</sup> Circuit, 1984) the Sixth Circuit should be consistent with the rulings of the Appellant courts regarding Pro se litigants. Petitioner being pro se have

the same consitutional rights in the Bill of Rights and the Constitution to protect her property from a wrongful seizure from creditors negligence.

Despite the repeated ruling from the Supreme Court and the Appellate Court of the United States, those representing themselves in court as pro se have a hurdle that needs no more assistance from the courts. Rajapakse was given an order to be appointed of counsel to represent her in the court proceedings. As thousands of Pro se that would benefit from appointment of counsel with less knowledge of court procedures, not to mention lack of legal terminology should prevail when Plaintiff has met the threshold requirements of the court.

Counsel for Credit Acceptance never acted as a "debt collector" for the account. Prior to the lawsuit filed, Rajapakse had possession of the vehicle until February 2018. Since the case was filed prior to the possession of the vehicle, Credit Acceptance violated the 1692i(a)(2), Credit Acceptance should have filed a suit in state of Tennessee court seeking possession of the vehicle to enforce their interest in real property in the state of Tennessee since the vehicle was located in Tennessee and the contract were consummated in Tennessee. Credit Acceptance violated the Fair Debt Collection Act by using the suit in court over the fraudulent warranty and misapplied payments to wrongfully repossess Rajapakse's property, §1692k.



This court opinion in *Bracy v. Gramley*, 520 U.S. 899 117 S.Ct. 1793 due process requires a fair trial before a judge without actual bias against Plaintiff in an interest in the outcome of the case. Any claim of a bias judge the Petitioner must show either actual bias or the appearance of bias creating a conclusive presumption of actual bias, *U.S. v. Lowe*, 106 F3d 1498, 1504. (citing opinion from the Sixth Circuit) that was presented into the appellate record of the behavior of the District Court. The action of the district court supports why Credit Acceptance could have prevail with three different payment histories on the account and the two-original balance on one original loan.

**E. Sixth Circuit enforced a Vehicle Service Warranties are Qusai Contracts which cannot be enforced.**

As today more people are financing vehicles auto lenders are held under Sec. Z regulation to furnish accurate information on a consumer's credit. More and more are adding vehicle service agreements (VSA) to cover the expensive cost of repairs on associated with their vehicles. Rajapakse did the same in protecting her vehicle repairs and when it was revealed the coverage did not exist, Credit Acceptance should have removed the cost of the warranty in full and adjusted her account. *Chapter 47 18 U.S.C §1001(2)* fraud is defined as making any materially false, fictitious, or fraudulent statement or representation. Although Credit Acceptance testified, they hold no liability to the warranty,

Affidavit of Robert Williams, Managing Member of One Stop Auto testified marketing and operation of the warranty, including claims originated from Credit Acceptance. *Magnuson-Moss Act* § 2300-§2301 states breach of warranty is when a consumer does not receive conditions of the warranty, terms and exclusions, coverage, how file a claim and when the warranty is void nor the location of how to contact the coverage. Credit Acceptance applied a "rebate" or pro rate to the account for the non-delivery of the warranty, but under the Truth in Lending Act rebates only applies to the financing of new vehicles. Rajapakse's vehicle was used. Credit Acceptance had an obligation to disclose to Rajapakse who was obligated to provide service on the warranty, *Streit v. Fireside Chrysler Plymouth, Inc*, 697 F.2d 193. The court erred by not allowing Rajapakse the right to protect and defend her property.

**F. Sixth Circuit affirm the lower court discrediting § 1681 regulating Furnishes reporting information on Rajapakse's Credit Report:**

The lower court was presented with two inconsistent payment histories from Credit Acceptance and Credit Acceptance submitted a third one resulting in three inconsistent payment histories. The lower court remedy was to allow Credit Acceptance to discredit the two previous one in order for the court to make a ruling. The Sixth Circuit affirmed. Basically, the Sixth Circuit gave total control to creditors who are found liable in presenting inaccurate

information furnished on consumer's credit, allow a creditor to alter their accounting records and submit it to the court with an affidavit discrediting their own documents to make the current document as true and accurate. Consumers rely on creditors to report accurate information on their credit to increase their credit score and reflect proper payments with the company payment histories. Today credit reports are used for those seeking employment with many companies and more with federal, county, and state government. Inaccurate information being reported on a consumer's credit causes denial of credit, high interest rates, and denial of employment to good paying jobs. When a consumer has a dispute with a creditor over inaccurate information or payments, consumers are not helpless in disputing these dipute. §1666 ( c) of the Fair Credit Reporting Act furnisher are to be prompt and fair crediting of payments. Credit Acceptance took three years to even adjust the account related to the warranty. The responsibility of information related to the account to the consumer reporting agencies was Credit.

Acceptance, § 1681s2. Credit Acceptance by the Sixth Circuit affirmation does not have to comply with the thirty-day requirement nor given any reason why in a timely frame. By devising a scheme to defraud through unlawfully obtaining possession, *U.S. v. Maze*, 414 U.S. 395 94 S Ct. 645 38 L. Ed. .2d 603. The Sixth Circuit held in *Bryant v. TRW, Inc.*, 689 F. .2d 72 "Negligent of non-compliance with "any" requirement of the FCRA gives rise to liability for "any" actual damages and reasonable attorney fees. FCRA 1681n states in

additional to liability for punitive damages. Credit Acceptance admitting the credit report was intentional, Rajapakse was entitled to punitive damages for such violation. This act and laws do not apply to Credit Acceptance since the Sixth Circuit affirmed the lower court ruling granting this creditor immunity

**H. Previous Opinions from the Appellate Courts Affidavits and Evidence not supporting Credit Acceptance Deceptive History behavior:**

Affidavits obtained by social media entered into the record from consumers of Credit Acceptance were collected from Facebook, *U.S Morales*, 687 F .3d 697 702-02 and provided substantial evidence, *Wilbanks v. Sec. of Health and Human Services*, 847 F .2d 301, 303 Credit Acceptance had a pattern and practice for over ten years of conducting this type of business but were never mentioned in the lower court judgment and never mentioned in the Circuit Court and it never contradict Petitioner's previous evidence. This court held that facial plausibility when the Plaintiff Pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for misconduct. *Ashcroft v. Iqbal*, U.S 129, S. Ct. 1955, 167 L . Ed . 2d 929. Affidavits even from Williams of One Stop Auto Sale provided by his counsel and submitted by Rajapakse was discredited as her statement made. supported the inaccurate payment history, the deceptive behavior and injuries caused by Credit Acceptance. Substantial evidence supported a reason conclusion, *Richardson v. Perales*, 402, 387, 401, 91 S. Ct. 1420, 28 L. Ed. .2d

842. Sixth Circuit opinion can make the statement by affidavit from one party be the statement of another party. It also gives presence that even if the affidavits supports the Plaintiff in a case, the contract is still enforceable because it was signed and breached.

**I. The Sixth Circuit denied Petitioner right to Summary Judgement against Credit Acceptance for violations as a matter of law.**

Summary judgment as a matter of law under *Fed. R. Civ. P 56 c* in considering a motion for summary judgment, the district court must construe the evidence and draw all reasonable inference in favor of the non-moving party, *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587 106 S. Ct. 1348, 89 L Ed . 2d 538. This court opinion in *Liberty Lobby v. Anderson*, 477 U.S. 242 106 S.Ct. 2505 91 L.Ed 2d 202 (quoting *First National Bank of Arizona v. Cities Serv. Co.*, 391 U.S. 253 88 S.Ct. 1575, 20 L.Ed 2d 569. "evidence in a summary judgment will not lie if the dispute about a paterial facts is "genuine" that is if the evidence is such a reasonable jury could return a verdict for the moving party." Rajapakse had a right as a matter of law to relief for invasion and to use the court for any available remedy to make good the wrong done, *Nixon v. Condon*, 286, U.S. 73 52 S Ct. 484 76 L. Ed 984. Evidence the warranty was fraudulent supported the facts and laws Credit Acceptance has provided services with no intentioning of honoring. The intentional denial of Rajapakse's right to summary judgment at a matter of

law, was the government intentional deprivation of Rajapakse of life, liberty and of property survives due process scrutiny, it must still implement in a fair manner, *Pailko v. Connecticut*, 302, U.S. 319, 325326 [58 S Ct. 149, 152, 82 L. Ed 288]. Rajapakse stated a claim in court under§ 1983 against the courts under the United States Constitution of the Due Process Clause, which is still protected, *Morgan v. Church's Fried Chicken*, 829 F. .2d 10,12.

### CONCLUSION

A Writ of Certiorari is essential to protect Plaintiff's right as pro se to seeking relief which the laws of this Court and the state does not support the judgment of the Sixth Circuit. 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 must allow Writ of Certiorari to ensure Public Trust that those who come before the court Pro Se without counsel to ensure the protect of the Fourth Amendment and 14<sup>th</sup> Amendment Rights will be protect and well guarded.

The Petition for Writ of Certiorari should be Granted.

Date **June 22,2021**

Samantha Rajapakse

Samantha Rajapakse

Pro Se/ Petitioner

3221 Westonia Drive

Chattanooga, TN 37412

423-551-1854

Samantharajapakse@ymail.com